



REQUEST FOR PROPOSALS

City of Hampton
ISSUING OFFICE:

DATE: October 12, 2021

Consolidated Procurement Div.
1 Franklin Street, Suite 345
HAMPTON, VA 23669
TELEPHONE: (757) 727-2200
FAX: (757)727-2207

Attention of Offeror is Directed To Section
2.2-4367 to 2.2-4377 Code of Virginia
(Ethics In Public Contracting)

Proposal Submittal: See <https://data.usac.org/publicreports/Forms/Form470Rfp/Index> for more information. The actual USAC form itself can be found under the title below: "USAC FCC Form 470 #220001360 - FY2022 Hampton City Schools WAN". No proposals will be accepted in the issuing office. All inquiries for information regarding this Request for Proposal are to be directed to the Issuing Office as defined herein.

COMMODITY: Division Wide Area Network Services for The City of Hampton Public Schools
NIGP CODE: 915.51

PLEASE FILL IN OFFEROR'S NAME & ADDRESS
IN THE SPACES PROVIDED BELOW:

THIS IS NOT AN ORDER

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| RFP ITEM NO. RFP 22-22056TM |
| PROCUREMENT OFFICER Buyer Name Tammy Martin, Senior Buyer |
| CLOSING DATE December 10, 2021 |
| CLOSING TIME 7:00 P.M. EST |
| PREPROPOSAL CONFERENCE NONMANDATORY DATE: November 10, 2021 TIME: 10:00 a.m via Zoom |

THE SCHOOL BOARD OF THE CITY OF HAMPTON, HEREAFTER REFERRED TO AS "HCS", RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL PROPOSALS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITIES IN THE COMPETITIVE NEGOTIATIONS PROCESS. FURTHER, HCS RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN ITS BEST INTEREST. THE ENTIRE CONTENTS OF THE REQUEST FOR PROPOSALS, ANY ADDENDA, OFFEROR'S PROPOSAL AND NEGOTIATED CHANGES SHALL BE INCORPORATED BY REFERENCE INTO ANY RESULTING CONTRACT.

THE SCHOOL BOARD OF THE CITY OF HAMPTON DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.
DESCRIPTION OF COMMODITY

The School Board of The City of Hampton is seeking proposals from qualified Offerors to provide Division Wide Area Network Services for The City of Hampton Public Schools

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 ___ #2 ___ #3 ___ #4 ___ (Please Initial)

THE SCHOOL BOARD OF THE CITY OF HAMPTON CANNOT LEGALLY AGREE TO ANY CLAUSE INDEMNIFYING THE CONTRACTOR FROM ANY DAMAGES ARISING OUT OF THE CONTRACT/AGREEMENT/LEASE OR HOLDING THE CONTRACTOR HARMLESS. THE SUBMISSION OF A PROPOSAL CONSTITUTES AN AGREEMENT BY THE CONTRACTOR NOT TO REQUEST SUCH LANGUAGE IN THE RESULTING CONTRACT. IN COMPLIANCE WITH THIS SOLICITATION AND TO ALL THE CONDITIONS IMPOSED HEREIN, THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION. THE FOLLOWING SECTION SHALL BE SIGNED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

| | | | |
|-------------------|------------------|--------------------|------------------|
| Authorized Agent: | _____ | _____ | _____ |
| | Signature | Type or Print Name | |
| _____ | _____ | _____ | _____ |
| Email Address | Telephone Number | Fax Number | Company FEI/FIN# |

ENCLOSURES

ANTI-COLLUSION/NONDISCRIMINATION/DRUG-FREE WORKPLACE REQUIREMENTS

ANTI-COLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS PROPOSAL, SAID OFFEROR DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED OFFEROR HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, CITY HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS PROPOSAL; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS PROPOSAL.

DRUG-FREE WORKPLACE:

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE CONTRACTOR'S EMPLOYEES; (II) POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE OR MARIJUANA IS PROHIBITED IN THE CONTRACTOR'S WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION; (III) STATE IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR THAT THE CONTRACTOR MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING CLAUSES IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A CONTRACTOR IN ACCORDANCE WITH FEDERAL LAW, THE EMPLOYEES OF WHOM ARE PROHIBITED FROM ENGAGING IN THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF ANY CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THE CONTRACT.

EMPLOYMENT DISCRIMINATION BY THE SUCESSFUL OFFEROR SHALL BE PROHIBITED:

1. DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:
 - a. THE OFFEROR, SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT, EXCEPT WHERE THERE IS A BONA FIDE OCCUPATIONAL QUALIFICATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE CONTRACTOR. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
 - b. THE CONTRACTOR, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, SHALL STATE THAT SUCH CONTRACTOR IS AN EQUAL OPPORTUNITY EMPLOYER.
 - c. NOTICES, ADVERTISEMENTS, AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.
2. THE CONTRACTOR WILL INCLUDE THE PROVISIONS OF THE FOREGOING PARAGRAPHS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

Name and Address of OFFEROR:

Date: _____ Authorized Signature _____

Printed Name: _____ Title: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Federal Tax Identification Number/Social Security Number: _____

Is Offeror a "minority" business? Yes No If yes, please indicate the "minority" classification below:
 African American Hispanic American American Indian Eskimo Asian American Aleut Other; Please Explain:
Is Offeror Woman Owned? Yes No
Is Offeror a Small Business? Yes No
Is Offeror a Faith-Based Organization? Yes No

PURPOSE

The intent and purpose of this Request for Proposal (RFP) is to solicit proposals from qualified firms with an established relationship in public or private school systems to provide symmetrical Wide Area Network (WAN) services. Required qualifications for responders are detailed within the body of the RFP and documented experience with the Universal Services Program – E-rate administration and award are base requirements for response. The Division is asking for proposals for the turnkey installation, operation, and maintenance by a single supplier of wide area network (WAN) services to all its locations for the purpose of enabling students, teachers and administrators to access network resources and the Internet.

Digital learning is of vital importance to the student experience. The Division is seeking vendor proposals that are futuristic in approach that will deliver a high availability and exceptional quality solution to the Division's stakeholders. The Division's current goal is to progressively work towards alignment with the Federal Communications Commissions' (FCC) roadmap for technology standards in school classrooms. The recommendations are 10/Mbps/per student. According to Fall 2021 enrollment, Hampton has 19,406 students

BACKGROUND

Hampton, Virginia

Hampton is an independent city located in Virginia. It is on the southern end of the Virginia Peninsula, bordering on Hampton Roads and Chesapeake Bay. According to the United States Census Bureau, HCS has a total area of 136.2 mi; 51.8 mi of it is land and 84.4 mi of it is water, with a total population of 146,437.

HCS boasts a strong military and technology presence. Langley Air Force Base is home of the First Fighter Wing. NASA Langley Research Center, where America's first astronauts were trained, is now a major center for aviation research. Technology centers of employment include companies such as Sverdrup, Howmet Corporation, Computer Sciences Corporation and Nextel Communications. Hampton is also home to Hampton University and Thomas Nelson Community College.

Hampton is served by two airports. The primary airport for the Hampton Roads area is Norfolk International Airport, on the opposite side of Hampton Roads in Norfolk. The region's secondary airport, Newport News/Williamsburg International Airport, is located on the Virginia Peninsula in Newport News.

Hampton is part of a dynamic metropolitan region. Besides Hampton, the region contains 5 other cities with a population greater than 100,000. Hampton Roads is the 31st largest MSA in the nation. Its effective buying power (EBI) according to Sales, Marketing and Management is more than \$20.8 billion.

Demographically, Hampton is in many ways typical of metropolitan America. It contains within its boundaries an urban core, a ring of older, settled neighborhoods and newer suburban development. Its citizens' age, educational, occupational and socio-economic characteristics by and large reflect the typical American demographic profile.

Hampton City Schools

The School Board is the official governing body for the Hampton City Schools, *herein referred to as HCS*, and derives its authority from the Code of Virginia. Hampton City Schools is a Pre-K thru 12 Public School system with approximately 19,406 students, 18 elementary schools, 2 PK-8 schools, 5 middle schools, 1 gifted school, 1 alternative school and 4 high schools. HCS also has many offsite locations where administrative staff reports.

The successful Service Provider will provide a WAN service that allows classrooms to connect to the Internet via the HCS Data Center located at 1 Franklin Street (School Administrative Center, or "SAC"). The same set of services should be available to all Division sites. WAN services are to include:

- Connections at Division sites shall be provided as 1Gbps through 40Gbps symmetrical service available in 1 Gbps increments.
- Connections at the Data Center may vary based on design; proposer must clearly indicate HCS requirements in response.
- The ability to increase or decrease service between each site and the Data Center between 1Gbps and 40Gbps service with pre-established cost and lead time.
- An assured level of service with continuous monitoring and ready reporting of link status, latency, errors and packet loss.
- Response to disruptions and outages with ready access to necessary technical staff and materials according to a Service Level Agreement. It is expected the Division will spend minimal time in Tier 1 support. The vendor is expected to specify tiers of support and definitions of escalation paths in the response.

This WAN service will enhance the foundation for existing network services that are not part of this RFP. These supported services over the WAN may include but are not limited to web-based applications, IP telephony, IP video streaming and conferencing, centralized application services, centralized storage services and distance learning applications.

The Division will entertain any communications topology that accomplishes the desired connectivity and reliability at each site. Of primary concern to the Division is the proposed network's ability to meet current needs and be upgraded to provide increased bandwidth as it is required as future applications are phased in. Such bandwidth increases can be initiated by HCS at any point during the contract agreement. The Proposer, in response, should specify the required time between the Division's notification of need to modify and the time to active change requests.

This RFP document is intended to detail the Hampton City Schools environment, the requirements for digital WAN services, and expected service levels of the network. Service Providers must provide a technical approach which will accomplish these tasks.

The Division reserves the right to reject any and all proposals. The Division also reserves the right to waive any informalities.

All proposed pricing should include all eligible and in-eligible for E-rate funding. Subject to contract restrictions, services may be re-evaluated for cost-effectiveness at any time during the year.

Proposers are encouraged to be creative in their solution design(s). Features that are ineligible under E-rate rules such as redundancy should be offered as an add-on optional component and priced separately.

As required by E-rate rules, all offers in response to this Form 470 must offer the Lowest Corresponding Price (LCP).

See <https://data.usac.org/publicreports/Forms/Form470Rfp/Index> for more information. The actual USAC form itself can be found under the title below:

“USAC FCC Form 470 #220001360 - FY2022 Hampton City Schools WAN”

The School Board of HCS of Hampton is seeking proposals for a Division Wide Area Network Services for The City of Hampton Public Schools.

In its offer, Offeror must provide a firm-fixed price for each item listed below. Offerors must also provide its Virginia Class A Contractors License (if applicable to work proposed), descriptive literature, as described in the Descriptive Literature paragraph of this solicitation and include, not only, a record of Offeror’s experience in providing comparable services, but also states Bidder’s acknowledgement that the product and services offered will be in accordance with the provisions of the RFP. HCS reserves the right to split the award of this RFP should it be determined by HCS, in its sole discretion, to be in the HCS’ best interest as outlined in paragraph DD.

SCOPE OF WORK

General Requirements:

HCS is seeking proposals for division wide area network services for The City of Hampton Public Schools.

Specific Requirements:

1. HCS requires that the Offeror follow industry-standard business practices in area network services in order to successfully compete for this contract.
 - 1.1.1. Offeror shall perform services to the highest standards in the wide-area network provisioning industry.

Need for a Wide Area Network

HCS requires a vendor to provide a high-speed digital communications service that is demonstrably capable of:

- accommodating possible link speeds of 1 gigabit per second (Gbps) to 40 Gbps in intervals of 1 Gbps between any Division site and the data center located at SAC.
- rendering no more than a single location inaccessible in the event of any outage or disruption.
- supporting latency and throughput requirements of current and anticipated applications of our WAN.
- expanding to new sites within well-defined cost and lead time parameters.
- upgrading or downgrading link speed within well-defined cost and lead time parameters
- interoperating with existing and planned Division local area network equipment at each site
- interoperating with existing and planned Division WAN monitoring and management facilities
- providing a new or modified network topology design if required to meet the Divisions defined or vendor recommended goals for optimal performance.
- providing ready access to online reporting tools that will permit access to monitor bandwidth utilization, latency, transmit/receive line speeds and review/collect historic trending information.
- supporting Division availability and service requirements
- minimizing administrative and billing complexity and overhead
- minimizing long-term total cost
- minimizing downtime

Multi-year Agreement Notice

Any contract entered with Hampton City Schools as a result of this RFP will be bound by all applicable Virginia Law. Any and all location additions during any point of the contract must be added with coterminous dates ending all contractual relationships on the same date.

Minimum Eligibility Requirements

- The Offeror must be an eligible telecommunications provider, have a valid SPIN number and a valid FCC form 473 with the FCC Schools and Libraries Division (SLD), since all of the cost of the digital WAN service is anticipated to be eligible for reimbursement from the federal E-rate program.
- The Offeror must maintain a 24x7 Network Operations Center (NOC) of its own. The service provider's NOC will have a toll-free telephone answered by a live person.
- The Offeror must have a minimum of seven (7) years of telecommunications experience in a K12 environment.
- The Offeror must adhere to the instructions in this RFP on preparing and submitting the response.
- The Offeror will provide a current Dunn & Bradstreet Business Financial report.
- The Offeror must have a current Business Continuity and Disaster Recovery plan in effect and be prepared to provide diagrams of them.
- When providing multiple WAN connections that terminate at any one location, there must not be any common point of failure within the connection to a school location or administrative location.

- The Offeror must be licensed to do business in the State of Virginia prior to delivery of any services.
- The Offeror agrees that HCS reserves the right to ask questions of a clarifying nature or request more information or documentation as needed once proposals have been opened.
- The Offeror must be authorized by primary provider to sell, install and maintain proposed goods and services.
- The Offeror must provide a minimum 10% bid surety on the base price. Surety must be included with RFP response.
- Upon award of the contract the winning Offeror will be required to provide a 100% performance and 100% payment surety.
- The Offeror must have existing contracts in the education sector with schools of like or similar population size to HCS. No less than 5 references are to be included in the response. References should be existing customers or customers with which the company has conducted business within the last 3 years.

Approaches

This RFP describes the Division's needs and requirements that it expects the Service Provider to address. This RFP does not dictate a technology for the Service Provider. As a result, Service Provider(s) have great latitude in their technical approach for meeting the Division's requirements and service levels. The Division will consider any technology or topology, as well as combinations of those technologies that can meet the bandwidth and service level requirements in this RFP. The Service Provider must convince the Division that its approach will meet the Division's requirements.

The network must be standards-based. It must support TCP/IP-based services including IP telephony, videoconferencing, voice over internet protocol (VOIP) and other commercial off the shelf enterprise applications.

The successful Service Provider(s) must comply with the following service levels:

- The network and each link shall operate and be available continuously at full capacity.
- Each network link must be available at least 99.99 percent of the time on average per month.
- A single network disruption or outage of any link shall not exceed 15 minutes in length in any month.
- Scheduled outages shall be conducted at a time agreed in advance by HCS and will not be accrued to network downtime, however, systems maintenance and upgrades must not exceed 2 hours per month of network availability. Systems maintenance exceeding 2 hours in any month will be considered downtime and appropriate SLA measures and HCS credits will be enforced. Where possible scheduled outages should be conducted after normal business hours (07:30 am – 5:00 pm EST) Monday through Fridays between 5:30pm and 5:00 am or on Saturdays and Sundays between 5:30pm and 5:00 am.
- The average round trip packet latency as pictured as SLA measures in the definitions for clarification diagram will not exceed an average of 8 milliseconds over any daily period.

- Bandwidth shall be symmetric between any two points during a session.

Existing VLAN tags must work over the network and the service, as delivered, must utilize standard Ethernet interfaces to existing HCS equipment.

The specific order of deployment will be determined at contract signing. The table below shows the total anticipated number of each type of location(s) that will be operational at the end of the Deployment Phase. Additional sites may be added by HCS. This table is representative of the sites HCS wishes to connect, however, where discrepancies exist those indicated in Appendix E will supersede.

| | |
|----------------|----|
| High Schools | 4 |
| Middle Schools | 5 |
| PK-8 | 2 |
| Elementary | 18 |
| Other Sites | 9 |
| Total Sites | 38 |

HCS may plan to open additional schools or administrative locations during the period of the contract. The service provider must make available in the proposal sufficient pricing information and parameters such that HCS may calculate the cost of providing network services to future sites. Likewise, HCS may close schools or administrative locations and the service provider must similarly make available procedures that HCS may utilize to lower and adjust annual costs accordingly.

HCS has existing service contracts that must be considered in detailed transition planning. Some site transition schedules may need to be adjusted to avoid potential termination liability on existing services. It is HCS's intent not to cancel existing service contracts prior to their normal expiration. In addition, HCS recognizes that construction may be required as a part of quality delivery. Please provide all details of any proposed construction in the submitted project plan.

Service Delivery Points – Interface to Sites

In this RFP the Division uses the term service delivery point (SDP) to define the point at which a service is delivered physically or logically by a supplier to a HCS site or premises. An SDP is an interface between the Service Provider's facilities and the Division's facilities. It is also one of the parameters the Division will measure to determine compliance with the contract. It is the point the successful Service Provider will use to identify the charges for the service rendered.

Each SDP is the combined physical, electrical, and service interface between the successful Service Provider's network and the Site WAN Equipment or Data Center WAN Equipment. The Division will authorize the use of a mutually agreed upon amount of floor space and power at Division locations for the installation of the successful Service Provider's equipment without charge to the Service Provider. The Service Provider must submit written request for HCS facilities and receive approval for installation of equipment at each location that clearly indicates the requirements of HCS. Failure to obtain prior written approval may result in HCS assessing fees or other usage charges to the Service Provider.

The physical interface of the SDP with the WAN Equipment at each site and the Data Center may vary based on capacity requirements for the SDP.

The Service Provider must supply all hardware and software necessary to provide the required High Speed Digital Wide Area Network services and link to the HCS Site WAN Equipment and Data Center WAN Equipment. Limited space is available for Service Provider owned and operated premise equipment (Network Interface Device). If there is available space on existing wiring frames for such Service Provider-owned premises equipment, the Service Provider may propose its use as part of the written request for HCS facilities use. All power requirements must be clearly indicated and communicated in writing to HCS 30 days prior to installation.

The Service Provider must design, install and provide the Data Center WAN SDP connections to allow for dynamic detection and fail-over services, i.e. the failure or maintenance operation of an individual Data Center WAN SDP will not impact the continuous communications capability of the remote sites to HCS Data Center WAN Equipment. In any event the Service Provider must meet the Service Level Agreements outlined in this document. Network designed with high availability and reliability will be considered favorable in appropriate evaluation criteria.

In any design or proposal, remote and central site bandwidth will be determined during contract negotiations based on the demand requirements and pricing. Proposals shall include “not to exceed” pricing commitments, both one-time and recurring, for bandwidth upgrades during the period of the contract.

All network traffic that exits a Site WAN Equipment SDP must pass directly to the HCS Data Center where HCS will apply appropriate Internet content filters and security arrangements between the Data Center LAN and the Internet and between other Division sites. The HCS Data Center will provide essential services to all Sites, therefore, the WAN is expected to provide continuous connectivity to the HCS Data Center simultaneously for all Sites. Internet service is not part of this RFP.

HCS will not provide service provider access or use of any existing conduit or other HCS facilities including any installed fiber and termination panels/trays whether between or within HCS facilities for delivery of service under this contract. Any conduit or other pathways or spaces installed into HCS facilities that may be used to service the facility, i.e. demark to telephone pole on the street, etc., is the responsibility of the Service Provider to seek and receive approval from the appropriate owner. Any charges that may be incurred for researching pathways and spaces and any lease or rental or other charges from third parties for these facilities will not be the responsibility of HCS. Any costs for building attachments, construction, conduit installations, or other means of delivering services to the SDP are the responsibility of the Service Provider. If the Service Provider needs exterior right-of way, it must negotiate and obtain right-of-way from the appropriate right-of-way owners. The Service Provider is responsible for all cost, permits, and negotiations to secure right-of-way, if required.

The Service Provider agrees to install the SDP at a location specified by HCS for the convenience of HCS. The Service Provider must have written authorization from HCS as to exact placement of the SDP in all facilities serviced by this RFP. All costs including planning, project management, internal building wiring and labor to provide the SDP at the location selected by HCS is the responsibility of the Service Provider. WAN Cable within buildings shall be installed in inner duct secured to building structure so as to prevent damage. Service Provider will install inner duct according to Division, BICSI and industry standards for the installation including coordination for penetration of structural elements and provision of fire-stop sealant. Proposers should be aware that all locations require

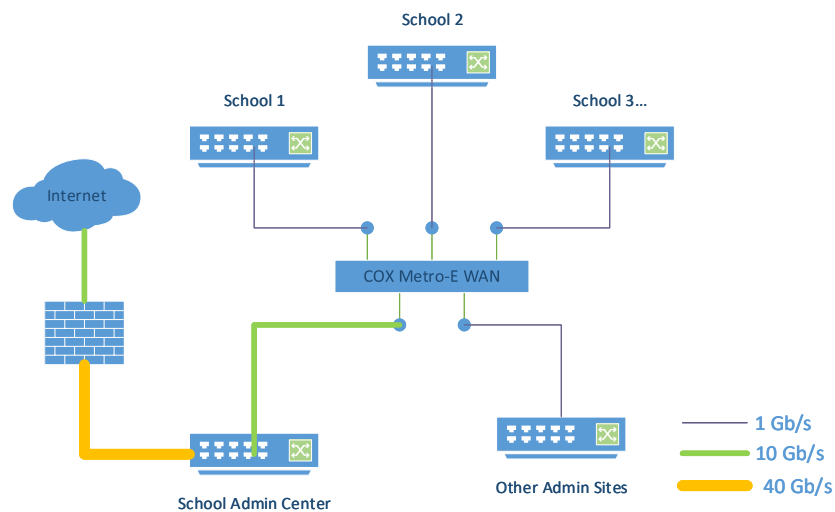
plenum rated cable and inter duct unless in conduit. Where discrepancies or uncertainty exist the service provider must seek and receive written approval from HCS prior to installation.

Customer Premises Equipment

HCS is not seeking any equipment to be provided by the proposer other than that equipment necessary to provide the service as described in this RFP.

Current Network Design

HCS currently has 1 GB lines to the predominance of its school and administrative building locations.



Cox Metro-E WAN as presented to our networking hardware is a simple Layer 2 network delivering standard Ethernet services to all schools. Over this Layer 2 network, we are able to transmit multiple VLANs as well as IP based routing services (OSPF).

All schools are currently connected via 1Gb/s Ethernet to the Cox WAN.

School Admin Center services as the "hub" for all school connections and is connected via 10Gb/s Ethernet to the Cox WAN.

1Gb/s service is provided via Base-T copper service to our equipment.

10Gb/s is delivered to us by multimode fiber.

Cox managed networking gear does the conversion from their fiber ring network to standard ethernet services.

Some Admin sites are connected via Cox Hybrid Fiber-Coaxial (HFC) services for less than 1Gb/s service. That service still accesses our Metro-E WAN service (Not via Internet based VPN/SD-WAN) this service is still delivered to our networking hardware as standard Base-T Ethernet.

All sites are routed to the School Admin Center for all network services and Internet access.

While the Cox Metro-E WAN is provided to us as a Layer-2 Ethernet services, we still treat the school network connection as an IP routed network (Hub-and-spoke). We do, however, transmit multiple VLANs over the Layer-2 network for some internal network to some sites for management and other "private" (internal IT use only) networks.

Bandwidth to Sites

Service Provider(s) shall provide the minimum guaranteed data rates (committed information rates) to each of the SDPs and to the Data Center.

The Service Provider must, at the written request of HCS, be able to upgrade or downgrade service to any site with speeds between 1Gbps and 40Gbps in 1 Gbps increments. Any increase or decrease of charges for the SDP resulting from changes in information rate should be specified in the response and occur as of the requested effective date. Changes to the committed information rate shall take effect at a date agreed to by HCS and the Service Provider. Any resulting increased or decreased charges will be prorated and appear on the next service billing invoice.

It is expected that all redesigns of the network would consider existing staff/student populations for the Division.

Sample of Current and Anticipated Applications of WAN

The following list is provided as a sample of anticipated and current applications that depend on WAN broadband and reliable network capacity. This is not an exhaustive list and it changes often as technology and applications evolve:

- Internet Access
- IP Telephony
- Video Conferencing
- Video Streaming
- Video on Demand
- Video Surveillance
- Remote Controlling Workstations
- Distance Learning
- Email
- File Sharing
- Print Services
- Network Monitoring
- Energy Management
- Broadcast video
- Workstation Imaging
- Workstation Inventory
- Centralized data storage
- Central Server application delivery
- Student Administration
- Software distribution
- Active directory replication
- Data Backup Services
- Physical Building Security
- Building Management
- Administrative Applications

Service Level Agreements

The winning Service Provider shall be responsible for all aspects of service quality, interconnectivity, and interoperability between SDPs. The performance parameters for each service level are detailed below. Each service level parameter is defined in terms of the minimum acceptable level of performance for the service and the minimum assured level of service. Service level agreements are for each SDP individually (it is expected that this would be per-remote-site because most remote

sites will have only one SDP. In the case of SDP's that provided aggregated service delivery at the Data Center, all remote SDP's impacted by the SDP outage providing aggregated service in the Data Center will be under the terms of this SLA, as well as the SDPs at the Data Center itself). Any SLA Credits must be automatically issued by the Service Provider and appear as credits to HCS in the next billing cycle following the month the SLA violation occurred. Failure to issue automatic credits and that may require HCS personnel intervention to obtain will result in an additional seven (7) days prorated monthly credit for each impacted SDP for each month until the incident credit issue is resolved. All service outages are subject to the terms of these SLAs, regardless of cause; no exceptions are recognized.

The Service Provider must maintain a complete database of all service delivery parameters for the entire term of this contract. This database must be made available to HCS personnel to review past performance and service levels for the entire term of the contract. If a disagreement should occur and HCS believes a potential violation of the SLA is in effect or has occurred and the Service Provider does not agree the following plan of action must be followed.

- The Service Provider agrees to review within 5 business days the monitoring and other information HCS has collected that indicates the potential SLA violation.
- The Service Provider must review, analyze and respond in writing within 5 business days with the results and clear reasoning for either agreeing with HCS or disagreeing with the HCS claim. If necessary the Service Provider must detail the steps being taken to resolve with a timeline and any follow-up testing measures to prove the issues have been corrected.
- If necessary HCS will review the Service Provider(s) response and within 5 business days provide the Service Provider with the acceptance of the proposed Service Provider(s) solution or denial of the Service Provider(s) proposed solution. If HCS does not agree with the proposed solution HCS will provide an alternative.
- If the Service Provider and HCS continue to disagree on the potential violation claim by HCS an independent industry expert, third party, (agreed to by both parties) will be hired to review the information provided by HCS and the Service Provider and make a ruling within 20 business days. The costs for the independent third party expert review will be the responsibility of the Service Provider. HCS will not be responsible for any costs incurred by the Service Provider to defend its position regardless of the outcome.

In any case, following this process, the SLA disruption shall be subject to the terms of the indicated remedy in the SLA which has been in full force.

Network Availability

Definition: End-to-End Network Availability is defined as the total number of minutes in a billing month during which a site SDP is available to exchange data with the Division Data Center at the level of service purchased by HCS (i.e. bandwidth or committed information rate), divided by the total number of minutes in a billing month. An outage may not represent 100 percent loss of connectivity between the SDP and the Division Data Center, an outage may also be a degradation in service where the ability to transmit information falls below the purchased rate, regardless of cause.

Commitment: The Service Provider must commit to provide a minimum of 99.99% availability each month for each site connected.

Calculation: The calculation of End-to-End Network Availability will be reduced for every minute after a Trouble Ticket is opened for a site with the Service Provider until the service is restored. The formula for end to end network availability is

End to End Network Availability (%) = Total Number of minutes in a billing month during which a service is available to exchange data to two customer end points X 100.

Remedy: If any HCS End-to-End Network Availability falls below 99.99% in any calendar month then for outages (as described in the Definition above) of an hour or less HCS receives a (3) day, prorated monthly charge credit for the troubled circuit. On outages over an hour, HCS receives an additional (1) day credit for each hour the outage persists up to 100% of the monthly circuit charge. Credits must be automatically issued by the Service Provider and appear as credits to HCS (clearly indicating the trouble ticket number and the site circuit id and customer provided field) in the next billing cycle following the closure of the trouble ticket. Failure to issue automatic credits as detailed above that require HCS personnel intervention to resolve will result in seven (7) days prorated monthly credit for each impacted site each month until the credit issue is resolved.

Time to Restore Service

Definition: Time to Restore Service is defined as the time required for restoring service from a partial or total disruption to the committed service level.

Commitment: Time to restore a partial disruption of any link shall not exceed two hours. Time to restore total disruption or outage shall not exceed twenty minutes. The "time to restore" begins at the time when the Service Provider's network monitoring system reports the service impairment to the trouble ticketing system or when HCS reports the service interruption to the Service Provider (whichever comes first). It ends upon confirmation by the Service Provider to HCS that service has been restored and HCS accepts the services as being restored.

Calculation: Calculation of the Time to Restore Service is the interval of each incident.

Remedy: Each time the Service Provider fails to meet the time to restore service commitment, HCS will receive a Service Credit equal to one (1) day's prorated contracted, monthly recurring service charge for the impacted site circuit. HCS will receive an additional (1) day's Service Credit for each subsequent interval of service disruption where service has not been restored. For example an outage of 40 minutes would equal two (2) days Service Credit (2 x 20 minute periods). Credits must be automatically issued by the Service Provider and appear as credits to HCS (clearly indicating the trouble ticket number and the site circuit id and customer provided field) in the next billing cycle following the closure of the trouble ticket. Failure to issue automatic credits as detailed above that require HCS personnel intervention to resolve will result in seven (7) days prorated monthly credit for each month until the credit issue is resolved.

Network Latency

Commitment: The Service Provider shall provide a network with an average daily round trip latency of 10 milliseconds or less between the Data Center and any other SDP in the network. Monthly, the

Service Provider must be responsible to collect and administer and provide reports to HCS on site bandwidth utilization and network latency. HCS will accept web based reports provided a link to the report is emailed to appropriate HCS personnel each month. Report must summarize each month and each day's average roundtrip latency. HCS should be able to view daily collected ping values by site.

Calculation: PINGs will occur between the equipment servicing the Division Data Center SDP and all other Division site SDPs. The PING Test parameters are:

- The PING type is IP ICMP
- The PING size is 64 bytes
- The number of PINGs is 1 PING every five minutes to every HCS Site SDP from each Data Center for an entire calendar month
- PING time-outs shall equal 250 milliseconds in any calculation
- The average daily latency for each site is calculated by totaling all round trip latency, adding 250ms for each timeout and dividing by the number of pings performed.

Remedy: If HCS experiences an average latency for a site in excess of 10 milliseconds for any day, it will receive a two (2) day Service Credit for that site. If HCS experiences an average latency in excess of 10 milliseconds for a second day in a month for a site, it will receive an additional two (2) days Service Credit for that site and for each day thereafter. Failure to provide the network latency report to HCS for any site in any month will impart a two (2) day Service credit for all site circuits not reported for that month. The second month not reported and thereafter, (contiguous months or not) will be seven (7) day service credit for the month for that site. Latency data for service interruption periods that are receiving credit under the Network Availability SLA can be removed from the average latency calculations. The Service Provider must maintain all reports and provide these to HCS for the entire contract period. All SLA monitoring reports and data are to be turned over to HCS at the end of the contract.

Security

Confidentiality

All information transmitted over the WAN being provided is private and protected and shall be kept confidential and shall not be made available to any individual or organization by the Service Provider. This also includes packet envelope data such as source and destination, the quantity or type of transmission. This includes any network demographic and SNMP information on how the network provided is utilized by HCS including bandwidth utilization statistics, etc.

The Service Provider shall protect the Division information during transmission from disclosure to unauthorized persons.

The Service Provider shall provide confidentiality protection for sensitive information maintained in the network such as network performance statistics and network vulnerabilities.

For some services, the Division may use cryptographic techniques for encryption of user information only. The Service Provider's Division WAN infrastructure shall be required to support the transmission of all encrypted information in a transparent manner.

Data Integrity

The Service Provider shall protect the Division information during transmission through the service from unauthorized modification, interception, and reception. Failure to provide Data Integrity will result in HCS taking any actions allowed under local, state, and federal laws. In addition the failure to provide data integrity will be cause for HCS to cancel the contract and seek damages.

Prevention of Denial of Service

The Service Provider shall proactively protect against malicious threats that deny service and thus reduce availability of the contracted service by providing mechanisms to protect the switching and network management systems from unauthorized denial-of-service attacks, from insider attacks, unauthorized or unexpected user actions, unauthorized intrusions, and other perceived threats.

The Division will have the right to make random spot checks from HCS and from the Service Provider(s)' networks to assess the robustness of their offered availability. Denial of Service as a result of a third party does not indemnify the Service Provider from SLA requirements. The vendor will specify its method(s) of protection in the RFP response.

Identification and Authentication

The Service Provider shall provide mechanisms to identify and authenticate Service Provider personnel and Division personnel who are authorized to access network management information.

Access Control

The Service Provider shall provide access controls to protect the network management systems and switching systems from attacks via publicly accessible ports on "end" devices such as routers and packet switches.

The Service Provider shall provide access controls to ensure that only authorized Service Provider personnel and Division personnel have access to network management information and are provided devices and alarm mechanisms that log all security-related events and report critical events to the Division immediately. The Service Provider shall maintain these audit trails for one year; however, the Division may request that audit trails be maintained longer or turned over to the Division, at no additional cost to the Division.

Procedures and tools that detect suspected abuse or intrusions to the network and set off for those events that require immediate attention shall be provided for use by Division as well as for use by Service Provider staff. The Service Provider will provide information for a financial audit if requested by HCS.

Physical Security

The Service Provider must adequately secure its premises, equipment and communications channels using industry best practices for information security et al.

In the event of a security incident the service provider must notify HCS immediately upon discovery (not to exceed 30 minutes) via approved automated notification procedure.

The Service Provider shall protect its facilities and equipment from access and entry by unauthorized persons.

Ongoing Security Improvements

The Service Provider shall work with the Division on an ongoing basis to certify and enhance the strength of security. A security plan shall describe planned enhancements to security of the network and shall be updated at least annually after contract award.

The Service Provider will coordinate with the Division to assess the severity of new or perceived threats and to take and coordinate countermeasures to assure the specified network availability in accordance with the security plan.

Conformance to Standards

Throughout this document, references are made to standards as they existed at the time this RFP was issued. It is expected that the Service Provider will maintain and upgrade software and hardware to provide a service that is in compliance with the latest versions of networking standards and software/hardware provided by the equipment manufacturer provided under this contract. These upgrades are expected and required throughout the duration of the contract.

Because standards in the telecommunications industry are evolving, discussions shall be held between the successful Service Provider and the Division on an ongoing basis to assess the impact that any new standard has on the services provided by Service Provider in delivery of the Division WAN.

Should HCS elect to implement any new feature provided by standard software or hardware upgrades, a mutually agreed on schedule shall be established for the implementation, which shall be made at no cost to the Division. Where there is a conflict, North American standards shall supersede international standards for services to be provided.

HCS prefers consistency of equipment installed for all sites serviced by the network.

The Division WAN proposed and implemented must support transparent transmissions of TCP/IP packets between the Site SDP and each Data Center SDP. In addition the following standards must be supported:

- IP multicast (the simultaneous transmission of data to a designated subset of users)
- Resource Reservation Protocol (RSVP), including classes of service:
 - guaranteed-QoS— specifies a maximum delay across the network proving a high level of protection against data loss
 - controlled-load service— specifies loose minimum bounds on delay and maintains average approximate packet flow of data so even on busy networks performance approximates that of an unloaded network

- DiffServ
- IEEE 802.1q and 802.1p frames
- Protocols for supporting multi-homed Internet provider connections
- Performance Monitoring

The Division reserves the right to independently monitor network availability on an ongoing basis to ensure contracted availability commitments are met.

Service Provider is required to provide a read-only SNMP community and access to performance variables for HCS monitoring equipment to collect information from vendor SDPs and network interface devices.

Ongoing Monthly Charges Per Site

All charges for the WAN service must be provided on a per site basis and billed monthly. No charges for the delivery of the WAN service will be made to HCS prior to a date agreed upon by the provider and Hampton City Schools in contract.

Cost for WAN service should be based on the underlying bandwidth provided but should be independent of SDP location\address. For example, two sites with a minimum bandwidth of 2Gbps will be charged the same amount no matter where in Hampton City Schools they are located.

The committed information rate provided by the Service Provider must meet or exceed the specified minimum requirements for each building as specified in Appendix A.

The Service Provider will provide billing statements to Hampton City Schools that clearly indicates the location of the installed circuit SDP. Ideally the billing system will allow for HCS to provide a unique text field identifier that can be associated with all charges for a single identified circuit/SDP. At HCS's request, concurrent with paper billing statements and at no additional charge to the Division, the Service Provider shall provide complete, detailed billing information in electronic form.

The Service Provider must provide a sample bill that will indicate how each circuit installed 20 in a site will be indicated and how the charges will be presented.

HCS will be reviewing the offered SDP prices and determining the starting bandwidth requirements during contract negotiations. HCS is presenting two scenarios it believes will be most likely for implementation. Evaluation of pricing will be based on these scenarios, refer to instructions for evaluators for additional information. HCS reserves the right to update or add any scenarios to be used for pricing evaluation and comparison.

Type of Service Provider

The permissible uses of data lines obtained from telecommunications providers and those obtained as part of Internet access are treated differently under the E-rate rules administered by the Schools and Libraries Division of the Universal Service Administrative Company. Provider(s) must be eligible telecommunications Provider(s) since all of the cost of the digital WAN service will be eligible and

expected to be funded under E-rate. HCS associates added value with vendors that are able to provide WAN as well as internet services.

Indicate whether your company is a telecommunications provider (common carrier) under the Telecommunications Act of 1996. Cost Commitment, along with the provider's E-rate SPIN number must be included in the response. If the service provider is a minority owned business please indicate in the response as well.

By submitting an RFP response on the requested services herein, the vendor certifies that its equipment and services are compliant with the FCC's Order (FCC 19-121) prohibiting the sale, provision, maintenance, modification, or other support of equipment or services provided or manufactured by Huawei, ZTE, or any other "covered company" deemed a national security threat.

Technical Support

The Service Provider must:

- provide consultation service available 24 hours/day, 365/366 days/year through e-mail and a toll free or local access phone line. This service will provide same day response to questions about support.
- maintain a 24x7 Network Operations Center (NOC) of its own. The NOC will have a toll- free telephone answered by a live person that is qualified to diagnose, resolve or dispatch talent for fastest problem resolution.
- Specify their support model as it pertains to the quality of support staff, examples of events and detail expected response to problem resolution. The Division wishes to significantly reduce or eliminate its communications with support staff that is not qualified to speedily address and route requests towards problem resolution.

There will be no additional charges for technical support, troubleshooting, or problem resolution. Provide a detailed description of how you propose to monitor the network and measure performance for adherence to the SLA.

Network Design Documentation

Upon completion of each of the implementation phases, the successful Service Provider must provide "as-built" documentation in printed and AutoCAD and Visio electronic formats for each connected site which details and describes the entry facility and termination including a graphical representation of each SDP connectivity to the Service Provider Network.

Training

HCS believes to be effective in supporting the network for its users a thorough understanding of the network and its capabilities are necessary. Please indicate what training will be provided to HCS personnel during installation and to support operations in the future. HCS prefers training onsite and this will be part of the evaluation.

Single Point of Contact

HCS requires a single point of contact (Account Executive) be provided by the Service Provider. This person's responsibility will be to primarily represent HCS interests within the Service Provider organization. This single point of contact is provided in addition to the Service Provider(s) normal support and communications channels. The Service Provider must designate a single point of contact with the authority to represent HCS on all vital issues; both technical and administrative (i.e. billing). The Service Provider must agree to assign an Account Executive acceptable to HCS that will function as the single point of contact for all issues and represent HCS to the various departments that may exist within the Service Provider(s) company.

The Single Point of Contact must have sufficient authorization within the Service Provider(s) organization to escalate issues for HCS throughout the Service Provider Organization. This escalation includes the scheduling and project management for meetings and communications requiring special handling as determined by HCS and between HCS and the Service Provider Organization. HCS reserves the right, with sole discretion, to refuse any Account Executive of the Service Provider at any time to serve as a single point of contact. In this event the Service Provider shall furnish another Account Executive that is acceptable to HCS. For the life of the contract HCS and the Service Provider will maintain a current and up to date contact list and escalation procedures.

In addition to the Account Executive, HCS requires the company Vice President or Executive level to which the Account Executive department head or department director reports to be included in the escalation and contact list for HCS.

Evaluation

Hampton City Schools reserves the right to select a solution that best fits its needs and not necessarily the lowest cost solution. Proposals to this RFP shall be evaluated in accordance with the evaluation criteria specified in the vendor award matrix. However, consistent with E-rate rules, Price of the eligible services is the most heavily weighted factor. Please submit one original document electronically per the instructions detailed in this solicitation.

Warranty of Full Compliance with All Regulatory Requirements

The successful Service Provider must warrant full compliance of all hardware, software, and services provided as part of the Division WAN with all applicable local, county, state, national, and international regulations. Those include but are not limited to:

- the National Fire Protection Association (NFPA) 101 Life Safety Code
- the National Electric Code (NEC)
- the Virginia Electrical Code
- the Williams-Steiger Occupational Safety and Health Act (OSHA) of 1970 (Public Law 91-596)
- the American Concrete Institute (ACI)
- the American National Standards Institute (ANSI)
- the Institute of Electrical and Electronic Engineers (IEEE)
- the Electronic Industry Association/Telecommunications Industry Association (EIA/TIA)
- the Insulated Power Cable Engineers Association (IPCEA)
- the National Board of Fire Underwriters (NBFU)
- the National Bureau of Standards (NBS)
- the National Electrical Manufacturers Association (NEMA)

- the Underwriter's Laboratories, Inc. (UL)
- FCC codes and regulations
- FCC license for radio transmitters and transceivers
- FCC permits for construction
- The Building Industry Consulting Service (BICSI)

In every case the latest version of these regulations shall apply. And where there is a conflict between any of these codes, the most stringent shall apply.

The successful Service Provider shall be responsible for the cost of compliance with the applicable codes and regulations. In addition, the successful Service Provider shall be responsible for any legal liability the Division incurs arising out of noncompliance with these codes and regulations and also shall be responsible for all legal fees and court costs reasonably incurred in defending charges of noncompliance.

FCC Certification

The Service Provider agrees that hardware supplied by the contractor meets all applicable FCC certifications. Improper, falsely claimed or expired FCC Certifications are grounds for termination.

E-Rate

The Division anticipates that some or all of the Services provided by the Service Provider may be eligible for certain "E-rate" discounts made available on a program year basis pursuant to Orders issued by the Federal Communications Commission ("FCC") in connection with the Universal Service Order. The Division intends to apply to the Schools and Libraries Division ("SLD") of the Universal Service Administration Company ("USAC") for discounts on the eligible services in this contract on an annual basis. If the Division does not receive a Funding Commitment Decision Letter from the SLD for this or the next program year or if the SLD has ruled that the Division has not fully complied with all requirements of the program, the Division, at its sole option, may cancel this agreement for the program year.

All work and contracts issued under this RFP are based on the successful receipt of funding from the SLD for the E-rate program and final approval from the Superintendent of Schools and the Hampton School Board. The Division reserves the right to void the contract at any time, including following funding by the SLD.

The Offeror shall invoice the Division for the amounts due under this Agreement for the Services, less the E-rate discount for any Services which the SLD has deemed eligible for such discount. All other non E-rate eligible services shall be invoiced to the Division at the full prices. Billing and payment terms for discounted and non-discounted amounts due shall be as set forth in the contract and as this information is made available to HCS and the Service Provider by the SLD. The Service Provider shall invoice the SLD via FCC Form 474 directly for the E-rate share of the costs.

Service Provider invoices shall separate ineligible E-rate services and equipment from eligible E-rate services and equipment. Start and completion dates for each eligible E-rate service shall be included on each invoice.

The Federal Communications Commission (FCC) has determined that in order to provide Telecommunications Services that qualify for Priority One funding, the Service Provider must provide such services on a common carriage basis. This means that such services must be generally available to the public for a fee. Service Provider shall be certified by the Virginia Public Service Commission as a common carrier. If the provider is not a certified Common Carrier in Virginia, it shall include evidence that it has received approval from the SLD for Priority One funding within the past two years for services within the state of Virginia that are substantially similar to those being proposed.

New or Improved Services

After contract award, the Division may solicit, and the Service Provider is encouraged to propose independently, additions and/or enhancements to the services, features, or other requirements of the contract. These additions, improvements, and/or enhancements may be proposed to save money, to improve performance, or for any other purpose which presents a service advantage to the Division. As part of the proposed changes, the Service Provider shall submit a complete proposal to the Division for evaluation. Those proposed service additions and/or enhancements that are acceptable to the Division will be processed as modifications to the contract.

PROPOSAL REQUIREMENTS

General Requirements:

The proposal shall contain, at a minimum, the following information under the following sections organized in the order given below. Firms may use a format of their choosing within the sections however a format easy for uploading would be your best choice. Any proposal not containing the required information may be rejected by the division.

To facilitate HCS's evaluation of Offeror's proposal, Offeror is to number all pages of its proposal and provide tabs as indicated below. **Offeror must fully address each of the following items and submit proposals using the following format:**

In order to constitute a complete proposal for improved services, as a minimum, the following information shall be submitted by the Service Provider:

Each Proposal submission shall be submitted to e-rate and shall include the following documents:

The cover page of this Request for Proposal, which will contain:

- Original signature of an agent authorized to bind the company;
- Requested contact information;
- Company FEI/FIN number; and,
- Acknowledgment of any addenda on page one (1);
- The sections outlined below
- Completed and signed anticollusion/nondiscrimination clauses on page 2;

Proposals must include all elements noted in the "Preparation of Proposals" section below.

Include a statement setting forth the basis for protection of proprietary information, if any, as detailed in the "Proprietary Information/Disclosure" section.

1. A cover letter stating:

- A concise summary of the proposed network design, proposed timetable for any necessary construction or other implementation tasks necessary prior to 100% service availability, the names and roles of any contractors or subcontractors that will be part of the overall solution proposed, and major features or factors of the proposal that the offeror believes to differentiate theirs from other proposals.

2. A Price or Cost Proposal

Provide an itemized and detailed breakdown of all costs for the services to be provided, to include one-time and on-going (monthly or annual) costs, proposed contract and non-eligible E-rate costs and other cost parameters as appropriate. The contract term shall be a minimum of 5 years with an option to extend for 5 additional one-year terms but shall not exceed 15 years total.

Offeror's prices will be subject to negotiations.

After negotiations and award of this contract, Offeror's pricing for the services provided under this contract shall be a firm fixed-price during the term of the contract and any extensions, excluding any price reductions due to market changes or in compliance with USAC's Lowest Corresponding Price rule.

3. Technical Proposal

Address all items above under Scope of Work.

Also include:

- **Services to be Provided** - Provide a detailed description of the services to be provided under this contract. Said description is to address, at a minimum:
 - An introduction - An overview of Offeror's understanding of the scope of work and services to be provided.
 - Best practice approaches to providing services to HCS that enhance efficiency and effectiveness. Innovative solutions will be considered by HCS.
 - EACH** of the **Specific Requirements** set forth under the **Scope of Work** specified in this RFP.
 - A detail of any assistance, equipment, or other items the Offeror will require HCS to furnish under this contract.

4. References

Provide contact information for five (5) references from divisions or projects that are similar in scope and size to Hampton City Schools.

5. Company Information

Provide background information on your firm to include number of employees, location of headquarters and other offices, and a brief synopsis and biography of the staff who will be most involved with this project. Please also include the items listed below.

A concise description of all work experiences as they relate to the scope of work outlined herein. Said description should include, but not be limited to:

- Offeror's established experience record in providing comparable services to organizations similar to Hampton City Schools.
- Number and types of customers the Offeror has served with comparable services.
- Number of years Offeror has been providing these types of services.
- Information detailing projects of similar scope Offeror is currently engaged in.

Contact for prompt contract administration upon award of the contract;

Contact during the period of evaluation;

Authorized agent to accept any notices provided for in this contract.

Indicate the type of organization you represent, i.e. individual, partnership or corporation. If the Offeror is a corporation, list the names of the President, Vice-President, Secretary, Treasurer and all principals. If the Offeror is a partnership, include the names of all principals or partners.

A detailed history of all mergers or acquisitions.

A copy of the certificate verifying the firm is registered to do business in the Commonwealth of Virginia.

A detailed list of contractor licenses held, including license class and number.

Offeror's current financial condition. Provide supporting documentation and audited annual reports for the past three (3) years. If company is privately held, supply sufficient information to document the company's financial status and capability to perform under this contract. Include any financial ratings held by the firm.

If Offeror intends to subcontract any part of the work under this contract, indicate services to be subcontracted and subcontractor(s) to provide said services.

6. Attachments

- A sample contract
- A sample billing statement (monthly or annual)

7. Minority / Woman Owned Programs (**Attachment C**)

An incomplete proposal may be rejected in writing by the Division, and the Service Provider will be advised of the areas in which the proposal was insufficient.

The Division will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Service Provider may withdraw, in whole or in part, any proposal not accepted by the Division within the period specified in the proposal. The decision of the Division as to the acceptance of any such proposal under this contract is final.

The Division may accept any proposal submitted pursuant to this clause by giving the Service Provider written notice thereof. This written notice will be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate a proposal under this contract, the Service Provider shall remain obligated to perform in accordance with the requirements, terms and conditions of the existing contract.

If a proposal submitted pursuant to this clause is accepted and applied to this contract, the equitable adjustment increasing or decreasing the contract price shall be in accordance with the procedures of the "Changes" clause. The resulting contract modification will state that it is made pursuant to this clause.

Site Preparation

The Service Provider is responsible for the installation of the service entrance and Service Delivery Point into each of the Hampton City Schools sites. The Service Provider will be responsible for all construction and installation. In addition, the Service Provider shall provide the SDP to the location designated by HCS regardless of the location of the "demark" in the facility. In most cases HCS will desire the SDP to be located where the Site WAN Equipment is installed, typically the Main Distribution Frame (MDF) or Equipment room of the facility. The Service Provider must provide all construction, cabling, and labor to install or otherwise extend the SDP to the location specified by HCS.

No representation is made by the Division in regard to facility conditions. It is the responsibility of the Service Provider to familiarize itself with the conditions of locations listed in Appendix A. Any site's physical information set forth in Appendix A is approximate, based on site observation and is for information only.

The Service Provider shall be responsible for the provision, installation and configuration of any terminating electronics (network interface device) required. Hampton City Schools will provide an Ethernet port for the WAN connection at each site. The Service Provider must provide the patch cord to connect their service to the HCS-owned Site WAN Equipment provided by the Service Provider. HCS will provide AC power (110v) for the network interface device.

Installation Provisions

All installations which shall occur on Hampton City Schools property shall be conducted and performed in accordance with the provisions provided by the Maintenance department of Hampton City Schools. This RFP shall be governed by applicable Virginia law.

Lowest Corresponding Price

The Service Provider shall agree that if during the term of the contract, the Service Provider provides equivalent service to other clients in the state of Virginia at rates lower than those paid by the Hampton City Schools; these lower rates shall be automatically applied to the Agreement with

the Division. E-rate rules require vendors to provide their Lowest Corresponding Price. Lowest corresponding price (LCP) is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular applicant (school, library, or consortium) for similar services. See 47 C.F.R. § 54.500.

Continuity of Services

The Service Provider recognizes that the services under this contract are vital to the Division and must be continued without interruption, and that upon contract expiration or at any time HCS terminates or users relocate services, a successor Service Provider may continue them. The Service Provider agrees to coordinate cutover, coordinating the orderly transition to new Service Provider services such that the level and quality of service are not degraded, and to exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

The Service Provider shall, upon the Division's written notice, do the following:

- Furnish phase-in, phase-out services for up to 180 days after this contract expires; and
- Negotiate in good faith a plan with a successor(s) for determining the nature and extent of phase-in and phase-out services required. This plan shall specify interconnection and transition procedures enabling the services to be provided to the Division at the levels and quality called for by this contract.

The price of services for any extension shall not exceed the prices in effect under the contract on the date of extension.

PROPOSAL EVALUATION CRITERIA

VENDOR AWARD MATRIX: EVALUATION CRITERIA

A. Minimum requirements (pass/fail)

- Vendor meets all proposal submission requirements
- Necessary technical, financial and logistical capability to deliver services
- Meets MINIMUM ELIGIBILITY REQUIREMENTS to be a Vendor for HCS

B. Proposal Merit (5 points)

- (5) Willingness to accept terms and conditions of HCS to include monetary discounts for any vendor failure to meet SLAs detailed within the body of the RFP.
- All requested information included
- Thoroughness of response
- Understanding of the project
- Creativity of proposed project and transition approach

- Clarity and brevity of the response

C. Technical Merit (30 points)

- Symmetrical service for bandwidth speeds requested

Technical elegance, efficiency and robustness of approach to the project as a whole

- Ease and elegance of expansion of bandwidth to sites
- Robustness of network design, reduction of failure points, etc.
- Read-only access for HCS statistics collection and configuration analysis to provider Equipment
- Scope and depth of network monitoring and analysis in real time
- Isolation of HCS traffic flows from non-HCS traffic such that HCS security and service levels are assured at all times
- Initial bandwidth to sites offered at competitive pricing
- Understanding of functional requirements
- Thorough presentation of architectural concept
- Comprehensive presentation of performance metrics and influencing factors
- Fault tolerance of distribution design
- Scope and capabilities of Proposer network operations center
- Scope and depth of trend analysis
- Transition plan that minimizes service disruption and demonstrates efficiency
- Consistency of equipment across sites and the life of the contract

D. Proposer Merit (10 points)

- Response from references
- Background of the provider and subcontractors
- Professional qualifications of staff serving the account
- Relevant experience of the firm and subcontractors
- Scope of resources including total number of people and number of offices
- Terms and conditions of standard contract (please include a sample)

E. Delivery Merit (10 points)

- Simplicity, accuracy and readability of customer billing (please include a sample)
- Technical and user training program
- Trouble reporting system, escalation policies and procedures, and plan for customer notification and interaction
- Availability and ease of use for reporting to support continual review of product quality and availability
- Ability of vendor to provide WAN services as well as Internet services
- Formalized transition plan for implementation and cutover that adheres to project management best practices
- Thorough understanding of present Provider(s) and implementation issues
- Scope of technical and user support
- Demonstrated willingness to resolve disputes
- Scope and depth of operational reporting, traffic analysis, and strategic planning suggestions. Review of operational reporting methods available to the Division.

F. Cost (40 points)

- Cost for E-rate eligible goods and services
- Cost for E-rate ineligible goods and services

G. SWAM (5 points)

- SWAM certified

GRAND TOTAL (100)

SPECIAL Definitions:

Issuing Office:

Wherever used in this Invitation to Bid, Issuing Office will be:

Tammy Martin, Senior Buyer

Consolidated Procurement Division

Community, Municipal Services/Education

1 Franklin Street, Suite 345

Hampton, VA 23669

Phone: (757) 727-2205

Email: tmartin@hampton.gov

School Board of the City of Hampton Contract Administrator:
Wherever used in this Invitation to Bid and for purposes of any notices under this contract, HCS Contract Administrator will be:

John Eagle, Director of Information Technology
Hampton City Schools
1 Franklin Street
Hampton, VA 23669
757 727-2240 (Phone)
Email: jeagle@hampton.k12.va.us

INSTRUCTIONS TO THE OFFEROR

A. Contact with City/HCS Staff, Representatives, and/or Agents:

Direct contact with HCS staff, representatives, and/or agents other than Consolidated Procurement Division staff on the subject of this RFP or any subject related to this RFP is expressly prohibited except with the prior knowledge and permission of the Purchasing Agent or designated representative.

B. Pre-Proposal Conference:

A Pre-Proposal conference will be held via Zoom on November 10, 2021, at 10:00 a.m. to answer any questions regarding this RFP. Any changes determined necessary as a result of this conference or any other source that may affect the responses to the Proposal will be formally addressed by the Issuing Office via addenda. Attending this conference is not mandatory, but is advisable.

Join Zoom Meeting

[https://hampton-k12-va.zoom.us/j/83231955994?pwd=Nys1M21XNGhwVFd2Uzd2WE1na2EyUT09_\[google.com\]](https://hampton-k12-va.zoom.us/j/83231955994?pwd=Nys1M21XNGhwVFd2Uzd2WE1na2EyUT09_[google.com])

Meeting ID: 832 3195 5994

Passcode: 547576

One tap mobile

+16468769923,,83231955994#,,,,*547576# US (New York)

+13017158592,,83231955994#,,,,*547576# US (Washington DC)

Dial by your location

+1 646 876 9923 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 408 638 0968 US (San Jose)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 832 3195 5994

Passcode: 547576

C. Questions:

Offerors must submit questions regarding the Request For Proposal in writing to the Issuing Office by email to tmartin@hampton.gov no later than **4:30 PM EST** November 23, 2021.

Necessary replies will be issued to all Offerors of record as addenda that shall become part of the contract documents. Oral instructions do not form a part of the Proposal documents.

Offeror is responsible for checking the <http://www.hampton/bids-contracts> web site or contacting the Issuing Office within 48 hours prior to Proposal closing to secure any addenda issued for this RFP.

D. Changes or Modifications:

Changes or modifications to this Request for Proposals made prior to the date and time of closing will be addressed by addenda from the Issuing Office. Offerors are to acknowledge receipt of addenda in the space provided on the cover page of this Request for Proposal. Oral communications are not a part of the Proposal documents. This RFP and any addenda shall be incorporated, by reference, into any resulting contract.

E. RFP Closing:

See <https://data.usac.org/publicreports/Forms/Form470Rfp/Index> for more information. The actual USAC form itself can be found under the title below:

“USAC FCC Form 470 #220001360 - FY2022 Hampton City Schools WAN”

Overall Proposal Score

Exceptional (5): The submission exceeds expectations, excellent probability of success and in achieving all objectives. Very innovative.

Good (4): Very good probability of success. Achieves all objectives in reasonable fashion.

Acceptable (3): Has reasonable probability of success. Some objectives may not be met.

Poor (2): Falls short of expectations and has a low probability of success.

Unacceptable (1): Submission fails to meet requirements and the approach has no probability of success.

| CRITERIA | PERCENTAGES |
|---|-------------|
| Proposal Merit | 5 % |
| Technical Merit | 30% |
| Proposer Merit | 10% |
| Delivery Merit | 10% |
| Costs* | 40% |
| Minority/Woman Owned Service Disabled Veteran Owner | 5% |

*Arithmetically calculated

C. Evaluation of Proposals:

1. After the proposal opening, HCS will select for further consideration two or more Offerors deemed to be fully qualified and best suited among those submitting proposals based on Offerors' responses to the information requested in this RFP.
2. The following criteria will be used in the evaluation process:
Offeror's **experience** in providing the services requested;
Offeror's **capability and skills** to perform the services required;
Services to be provided by the Offeror; and Price.
3. Exceptions/Alternatives will also be considered.
4. Based on the initial evaluation, HCS may request the selected Offerors to make oral presentations.
5. HCS will select the Offeror who, in HCS opinion, has made the best proposal, the most points on the evaluation matrix. Should HCS determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.
6. HCS is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

D. Presentation/Demonstration:

If in HCS's opinion, vendor presentations or demonstrations of the Offeror's proposed system's features and capabilities are warranted, HCS will notify the appropriate vendors. Such presentation or demonstration will be at a HCS site at a date and time mutually agreed to between HCS and Offeror and will be at the Offeror's expense.

Preparation of Proposals:

In presenting their proposals, Offerors are encouraged to be thorough in addressing the **Specific Requirements**, the **Preparation Guidelines**, and the **Proposal Submittal Requirements** as outlined in this RFP.

E. Cost of Responding:

This solicitation does not commit HCS to pay any costs incurred by the Offeror or any other party in the preparation and/or submission of proposals or in making necessary studies or designs for the preparation thereof, nor is HCS obligated to procure or contract for such services.

I. GENERAL TERMS AND CONDITIONS

A. Contract Document:

This RFP, its addenda, Offeror's proposal, any additional information requested, and negotiated changes and will constitute the final contract hereafter referred to as this "contract". These documents will be incorporated by reference into HCS purchase order awarding this contract. This contract shall be governed by the contract documents in the following order of precedence:

This RFP document;

Any negotiated changes to the foregoing documents; and Offeror's proposal

B. Proposal Binding For One-hundred Twenty (120) Days:

Offeror agrees that its Proposal shall be binding and may not be withdrawn for a period of one-hundred (120) calendar days after the scheduled closing date of this Request For Proposals.

C. Proprietary Information/Non-Disclosure:

Offeror is advised that the Virginia Public Procurement Act (Section 2.2-4342, Code of Virginia, 1950 as amended) shall govern public inspection of all records submitted by Offeror. Specifically, if Offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, Offeror shall:

1. Invoke the protections of this section prior to or upon submission of the data or other materials,
2. Provide a statement that identifies the data or other materials to be protected and that states the reasons why protection is necessary.
3. Submit trade secrets or other proprietary information under separate cover in a sealed envelope clearly marked “**PROPRIETARY**”.
4. Information submitted that does not meet the above requirements will be considered public information in accordance with State statutes.
5. HCS reserves the right to submit such information to HCS attorney for concurrence of the Offeror’s claim that it is in fact proprietary.
6. References to the proprietary information may be made within the body of the Proposal; however, all information contained within the body of the Proposal shall be public information in accordance with State statutes.
7. Trade secrets or proprietary information submitted by an Offeror in conjunction with this RFP is not subject to public disclosure under the Virginia Freedom of Information Act (VFOIA).
8. Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA.
9. An all-inclusive statement that the entire Proposal is proprietary is unacceptable. A statement that Offeror’s costs and/or Proposal pricing are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further consideration.

D. Contract Modification(s):

After award, any and all modifications to this contract shall be mutually agreed to by both parties, in writing, and authorized by HCS Purchasing Agent or his designee via issuance of a change order (purchase order).

E. Offeror Obligation:

Offeror shall carefully examine the contents of this Request for Proposals and any subsequent addenda. Failure to do so shall not relieve the Offeror of its obligation to fulfill the requirements of any contract awarded as a result of this RFP.

F. Conditions of Work:

Offeror shall inform itself fully of the conditions relating to services required herein. Failure to do so will not relieve a Offeror of the obligation to furnish all goods and/or services necessary to carry out the provisions of this contract

G. Prime Contractor (Offeror):

If in its performance of this contract, Contractor supplies goods or services by or through another party or subcontractor, Contractor agrees that:

1. Contractor shall act as the prime contractor for the goods and services to be provided under contract and shall be the sole point of contact with regard to all obligations under this contract.

2. Contractor represents and warrants that Contractor has made third parties or subcontractors aware of the proposed use and disposition of the other party's products or services, and that such other party has agreed in writing that it has no objection and that HCS is not liable to such third parties or subcontractors for any work performed under this contract.
3. The use of subcontractors and the work they perform must receive the prior written approval of HCS. HCS will designate a Contract Administrator to approve such work.
4. Contractor shall be solely responsible for all work performed and materials provided by subcontractors.
5. Contractor shall be responsible for the liability of subcontractors for the types and limits required of the Contractor under this contract.
6. To obtain payment for work performed under this Agreement, if the Contractor is an individual, the individual Contractor shall provide his social security number. If the Contractor is a proprietorship, partnership, or corporation, the Contractor shall provide its federal employer identification number.

H. Subcontractors:

Offeror's use of subcontractors and the work they are to perform must receive written approval from the Contract Administrator at least ten (10) calendar days prior to the work being performed. Offeror shall be solely responsible for all work performed and materials provided by subcontractors. Offeror shall be responsible for the liability of subcontractors for the types and limits required of the Offeror.

Payments to Subcontractors:

In accordance with Title 2.2, Chapter 43, Article 4 of the Code of Virginia (Virginia Public Procurement Act), Offeror shall make payment to all subcontractors, as defined in the Code, within seven (7) days after receipt of payment from the HCS; or, shall notify the HCS and subcontractors in writing of the intention to withhold all or a part of the amount due along with the reason for nonpayment. In the event payment is not made as noted, Offeror shall pay interest at the rate of one (1) percent per month, unless otherwise provided in the Agreement, to the subcontractors on all amounts that remain unpaid after seven (7) days except for the amounts withheld as provided herein.

These same requirements shall be included in each subcontract and shall be applicable to each lower-tier subcontractor.

Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section may not be construed to be an obligation of the HSC. An Agreement modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

I. Non-Assignment:

Offeror shall not assign its rights and duties under this Agreement without the prior written consent of HCS Contract Administrator.

J. Antitrust:

Any perceived anti-trust violation will be reported to the State Attorney General for possible enforcement of anti-trust laws.

K. Anticollusion/Nondiscrimination Requirements Form:

The attached "Anti-collusion/Nondiscrimination Requirements" form, on page 2 of this RFP, shall be executed by Offeror and is to be submitted with Offeror's Proposal. The requirements set forth on said form shall be considered to be binding terms and conditions in any contract resulting from this RFP. A contract will not be awarded to an Offeror who has not signed the anti-collusion/nondiscrimination statement.

L. Hold Harmless/Indemnification:

It is understood and agreed that Offeror hereby assumes the entire responsibility and liability for any and all material damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Offeror, its subcontractors, agents or employees under or in connection with this Contract or the performance or failure to perform any work required by this Contract. Offeror agrees to indemnify and hold harmless HCS and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Contract, and (c) the performance of the work by Offeror or those for whom Offeror is legally liable. Upon written demand by HCS, Offeror shall assume and defend at Offeror's sole expense any and all such suits or defense of claims made against HCS, its agents, volunteers, servants, employees or officials.

M. Notices:

All notices, requests, demands, and elections under this contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) HCS business days after the date of mailing when mailed by United States mail, certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals:

To HCS Contract Administrator as designated in this RFP.

To Offeror: Offeror's Contract Administrator as defined in Offeror's Proposal.

Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

N. Non-Performance:

1. **Delivery Delays:** HCS reserves the right to procure goods and/or services to be provided under this contract from other sources in the event Offeror fails to deliver such goods and/or service deliverables in accordance with delivery dates and time frames set forth in this contract.
2. **Unacceptable Deliveries (Rejections):** Upon notification by HCS that goods and/or service deliverables provided by the Offeror under this contract are damaged and/or not of the quality specified by HCS, such goods and/or service deliverables will be rejected. Offeror shall replace such rejected goods and/or service deliverables immediately or within a reasonable time as determined by HCS.
3. Offeror shall remove all rejected materials, equipment or supplies from the premises of HCS within ten (10) days of notification. Rejected goods and/or service deliverables not removed from HCS's premises within ten (10) days will be regarded as abandoned, shall become the property of HCS, and HCS shall have the right to dispose of such items.
4. HCS reserves the right to authorize immediate purchase from other sources against rejections.

5. Liability: Offeror shall be liable to HCS for all costs incurred by HCS as a result of Offeror's failure to perform in accordance with the contract. Offeror's liability shall include, but not be limited to:
 - a. Damages and other delay costs, to include costs to procure goods/services from alternate suppliers.
 - b. Increased costs of performance, such as extended overhead and increased performance costs resulting from performance delays caused by Offeror and/or rejections of Offeror's goods and/or service deliverables.
 - c. Warranty and rework costs, liability to third party, excess costs, attorney's fees and related costs incurred by HCS due to non-responsive performance of Offeror.

O. Termination Without Cause:

HCS may at any time, and for any reason, terminate this Contract by written notice to Offeror specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. Notice shall be given to Offeror by certified mail/return receipt requested, addressed to the Offeror's Contract Administrator. In the event of such termination, Offeror shall be paid such amount as shall compensate Offeror for the work satisfactorily completed, and accepted by HCS, at the time of termination. In the event HCS terminates this Contract, Offeror shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to HCS any work completed or in process for which payment has been made.

P. Termination With Cause/Breach:

In the event that Offeror shall for any reason or through any cause be in default of the terms of this Contract, HCS may give Offeror written notice of such default by certified mail/return receipt requested at the address set forth in Offeror's Bid Proposal or in Paragraph I of this Contract. Unless otherwise provided, Offeror shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Offeror to cure the default, HCS may immediately cancel and terminate this Contract as of the mailing date of the default notice. Upon termination, Offeror shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to HCS any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by HCS and provisions herein with respect to opportunity to cure default shall not be applicable. This contract may be terminated by either party in the event that the other party has failed to perform a material obligation or has otherwise breached a material term of this contract, if that other party has failed to cure that failure or breach within ten (10) days after receipt of written notice thereof from the other party.

Q. Breach of Contract:

Offeror shall be deemed in breach of this contract if the Offeror:

Fails to comply with any terms of this contract;

Fails to cure such noncompliance within ten (10) calendar days from the date of HCS's written notice or such other time frame, greater than ten (10) calendar days, specified by HCS Contract Administrator in the notice.

Fails to submit a written response to HCS's notification of noncompliance within ten (10) calendar days after the date of HCS notice.

All notices under this contract shall be submitted, either by fax or certified mail, return-receipt requested, to the respective contract administrator. Offeror shall not be in breach of this contract as long as its default was due to causes beyond the reasonable control of and occurred without any fault or negligence on the part of both the Offeror and its subcontractors. Such

causes may include, but are not restricted to, acts of God or of the public enemy, acts of HCS in its sovereign capacity, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes.

R. Applicable Law:

This Contract shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

S. Compliance With All Laws:

Offeror shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of this contract. Offeror represents that it possesses all necessary licenses and permits required to conduct its business and/or will acquire any additional licenses and permits necessary for performance of this contract prior to the initiation of work. If the Offeror is a corporation, Offeror further expressly represents that it is a corporation of good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract and any extensions. All City of Hampton business license, personal property, real estate and other applicable tax requirements shall be met by Offeror.

T. Immigration Reform and Control Act of 1986

Offeror/Vendor does not and shall not during the performance of the Contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

U. Venue:

Venue shall be in the Circuit Court of City of Hampton, Virginia, and the United States District Court for the Eastern District of Virginia, Norfolk Division, compliant with applicable laws and regulations, as deemed appropriate by City of Hampton. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the City of Hampton, **or the United States District Court for the Eastern District of Virginia, Norfolk Division.**

V. Severability:

If any provision of this contract is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this contract, and all other provisions of this contract shall remain in full force and effect.

W. Non-Appropriation of Funds:

It is understood and agreed between the parties herein that HCS shall be bound hereunder only to the extent that the funds shall have been appropriated. In the event no funds or insufficient funds are appropriated, HCS shall immediately notify the Offeror of such occurrence and this Contract shall terminate on the last day funds are available without penalty or expense to HCS of any kind whatsoever.

X. Tax Exemption:

HCS is exempt from federal excise tax and from all State and local taxes. Offeror shall not include such taxes in any invoices under this agreement. Upon request, HCS will furnish the Offeror with tax exemption certificates or HCS tax exempt number.

Y. Vendor's Invoices:

Offeror shall submit to HCS all invoices promptly upon completion of the requirements for installation, delivery, and acceptance of the Products and Services required under this contract.

Invoices shall not include any costs other than those identified in the executed City purchase order awarding this contract or any subsequent change orders issued by the Consolidated Purchasing Division. All shipping costs are the Offeror's responsibility, except to the extent such charges are identified in the executed City purchase order or change orders. Offeror's invoices shall provide at a minimum:

Type and description of the Product or Service installed, delivered and accepted;

Serial numbers, if any;

Quantity delivered;

Charge for each item;

Extended total (unit costs x quantity);

This RFP number and HCS Purchase Order Number.

Z. Contractual Disputes:

Any dispute concerning a question of fact as a result of a contract with HCS which is not disposed of by agreement shall be decided by HCS Purchasing Agent or designee, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the Offeror within thirty (30) days. The decision of HCS Purchasing Agent or designee shall be final and conclusive unless the Offeror appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Offeror may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Offeror's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

AA. Warranty/Guarantee:

Offeror guarantees against defective or faulty material or workmanship for at least one (1) year or for the manufacturer's standard warranty period, whichever is greater, from date of acceptance by HCS. To furnish adequate protection from damage for all work and to repair damages of any kind for which Offeror or Offeror's workmen are responsible, to the building or equipment, to Offeror's own work, or to the work of others. Any merchandise or service provided under the contract which is or becomes defective during the warranty period shall be replaced by the Offeror free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment or service (one year or manufacturer's standard warranty period, whichever is greater, from the date of acceptance of the replacement). Offeror shall make any such replacement immediately upon receiving notice from HCS.

BB. Payment Terms:

To be eligible for payment, all labor, equipment and materials covered under Offeror's invoice must be completed and accepted by HCS. HCS agrees to make payments under this contract within thirty (30) days after receipt of a correct invoice for such payment. Where payment is made by mail, the date of postmark shall be deemed to be the date of payment. Any amounts due HCS under the terms of this or any other agreement may be applied against Offeror's invoices with documentation for the basis of the adjustment attached. In no event shall any interest penalty or late fee accrue when payment is delayed because of disagreement between HCS and Offeror regarding the quantity, quality, time of delivery, or other noncompliance with the contract requirements for any Product or Service or the accuracy or correctness of any

invoice. Payment terms offering a "prompt payment discount" of 20 days or greater will be considered in the evaluation of Proposals. All other payment terms shall be net thirty (30) calendar days or greater. Payment terms not specified by Offeror shall be Net 45 days.

Special Educational or Promotional Discounts

Offeror shall extend any special educational or promotional sale prices or discounts immediately to HCS during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

CC. Audits:

HCS shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Offeror, including, but not limited to those kept by Offeror, its employees, agents, assigns, successors and subcontractors. Offeror shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to HCS, through its employees, agents, representatives, Offerors or other designees, during normal business hours at Offeror's office or place of business in Hampton, Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Hampton, Virginia, which is convenient for HCS. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which HCS may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

DD. Notice of Award:

Any contract resulting from this RFP will be publicly posted for inspection in the Consolidated Procurement Division, 1 Franklin Street, Suite 345, Hampton, Virginia.

EE. Award:

HCS intends to award a contract to a fully qualified Offeror submitting the best proposal based on the criteria set forth herein and as determined by HCS in its sole discretion. At HCS's sole discretion, HCS may reject any or all proposals in whole or in part if such action is determined to be in HCS's best interest. HCS reserves the right to enter into any contract deemed to be in its best interest, including the award of this contract to more than one Offeror.

FF. Disposition of Proposals:

All materials submitted in response to this RFP will become the property of HCS. One (1) copy of each proposal will be retained for official files, will become a matter of public record after award of the contract, and will be open to public inspection subject to the ***Proprietary Information/Disclosure*** section of this RFP.

GG. Exclusivity:

Any contract resulting from this RFP shall be exclusive with the following exceptions:

HCS reserves the right to procure services under this contract from a third party in the event of the following:

Offeror is unable to provide required services within the required delivery time.

Contract is unable to provide the required quantities of goods requested.

HCS volume demands exceed original intent of the contract.

SPECIAL TERMS AND CONDITIONS

A. Contract Term:

The contract term shall be a minimum of 5 years with an option to extend for 5 additional one-year terms but shall not exceed 15 years total.

B. Contract Extension:

This contract may be extended upon mutual agreement of both parties for five (5) additional, one-year periods, upon the same prices, terms, and conditions set forth in the negotiated contract resulting from this RFP.

C. Time is of the Essence:

Time is of the essence in this Contract. Offeror expressly acknowledges that in the performance of its obligations, HCS is relying on timely performance and will schedule operations and incur obligations to third parties in reliance upon timely performance by Offeror and may sustain substantial losses by reason of untimely performance.

D. Insurance:

Offeror shall submit to HCS Contract Administrator Certificates of Insurance, prior to beginning work under this contract and no later than ten (10) days after award of the contract.

All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to HCS, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to HCS.

The certificates of insurance shall list the School Board of HCS of Hampton, 1 Franklin Street, Suite 345, Hampton, Virginia 23669, as the additional insured for the specified project as outlined in this RFP.

Insurance shall be maintained during the entire term of the contract and any extensions and shall be of the following forms and limits:

INFORMATION TECHNOLOGY SOFTWARE

If for any reason the company does not have the need for Business Automotive Liability or Workers' Compensation, please have them complete the applicable waiver and attach it when sending their insurance for approval. Questions can be sent to Risk Management at risk_management@hampton.gov.

| | |
|---|-----------------|
| All required insurance coverages must be obtained from insurers authorized to do business in the Commonwealth of Virginia. The insurers must have a rating of "A" (financial strength) and a VII or greater in the latest edition of the A.M.'s Best Company's Insurance reports. | |
| Coverage Parts Required | Coverage Limits |

| | |
|--|---|
| Commercial General Liability (CGL) Required but not limited to: Bodily Injury and Property Damage Personal & Advertising Injury Damage to Rented Premises Premises liability Products & Completed Operations Contractual Liability | \$1,000,000 per occurrence \$2,000,000 aggregate \$100,000 min on damage to rented premises |
| Business or Commercial Automobile Liability Coverage for Any Auto Required | \$1,000,000 |
| Umbrella or Excess Liability | \$3,000,000 min |
| Workers' Compensation Employer's Liability | Per Virginia Statute \$1,000,000 min |
| Cybersecurity Professional Liability Cyber Liability inclusive of Technology E&O | \$5,000,000 min |
| Waiver of Subrogation All lines of liability | Required Waiver of Subrogation All lines of liability |
| Claims-made policies require the policy holder to provide evidence of a retroactive date on the policy no later than the beginning of the Offeror's or sub-contractor's work under this project . Claims-made commercial general liability or pollution policies must provide an endorsement extending the claim reporting period of up to three (3) years after the agreement . | |
| Certificates of Insurance (COI's) must be accompanied by an endorsement naming City of Hampton or Hampton City Schools and their elected and appointed officials, agents, employees and volunteers as additional insureds. | |

The Certificate of Insurance (COI) must have the certificate holder as (if City or Schools):

**Hampton City Schools
1 Franklin Street
Hampton, Virginia 23669**

The establishment of minimum limits of insurance by the School Board of HCS of Hampton does not reduce or limit the liability or responsibilities of the Contractor.

The establishment of minimum limits of insurance by the HCS does not reduce or limit the liability or responsibilities of the Contractor.

The endorsement would be that which is attached to the policy that acknowledges the HCS as an also insured on all policies we have required to be endorsed.

This will be either a direct endorsement that actually names the HCS or a blanket endorsement that contract states that the HCS will be named as an also insured on the insurance policy.

Contractor shall provide the HCS with its social security number or federal taxpayer identification number prior to receiving any payments for services under this Contract.

E. Unauthorized Disclosure of Information:

Contractor shall assume the entire responsibility and liability for any and all damages caused by or resulting from or arising out of the negligent or willful unauthorized disclosure of confidential information on the part of the Contractor, its subcontractors, agents or employees under or in connection with this contract. The Contractor shall save harmless and indemnify HCS and its agents, volunteers, servants, employees and officers from and against any and all claims, losses or expenses, including but not limited to attorney's fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with, any and all such unauthorized disclosures, real or alleged. The Contractor shall, upon written demand by HCS, assume and defend, at the Contractor's sole expense, any and all such suits or defense of claims alleging unauthorized disclosures of confidential information.

Any negligent or willful unauthorized disclosure of confidential information on the part of the Contractor, its subcontractors, agents or employees under or in connection with this contract shall constitute a breach of the terms of this contract. HCS may proceed by appropriate court action, including seeking injunctive relief, to prevent continuing unauthorized disclosures, and Contractor shall save harmless and indemnify HCS for court costs, litigation expenses and attorney's fees that it may pay or incur as the result of seeking to prevent or stop any and all unauthorized disclosures of confidential information.

F. Copyright/Patent Indemnity:

Contractor shall pay all royalty and license fees relating to the items covered by this contract. In the event any third party shall claim that the manufacture, use and sales of the goods supplied under this contract constitute an infringement of any copyright, trademark, or patent, the Contractor shall indemnify HCS and hold HCS harmless from any cost, expense, damage or loss incurred in any manner by HCS on account of any such alleged or actual infringement.

G. Cooperative Procurement

Section 2.2-4304 Code of Virginia (VPPA) will apply to this solicitation. Other Public Bodies may utilize any contract(s) issued pursuant to this solicitation by placing its own order(s) directly with the Contractor(s). HCS of Hampton acts only as the issuing agent and is not responsible for placement of orders, payment or discrepancies of other participating Public Bodies.

H. Criminal Background Check Requirements

Provider shall certify on Attachment B that all employees employed in support of this Contract who have direct contact with students, which is defined to mean being in the presence of students during regular school hours or during school-sponsored activities, have not been convicted of (i) a felony; or (ii) any offense involving the sexual molestation, physical or sexual abuse or rape of a child.

FOREIGN AND DOMESTIC BUSINESSES-AUTHORITY TO TRANSACT BUSINESS IN THE COMMONWEALTH

Offeror whether organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to

transact business in the Commonwealth as a domestic or foreign business entity and shall provide proof thereof. Offeror shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the term of the Agreement. Failure by the Offeror to remain in compliance with the provisions of this section shall be deemed a material breach of this Agreement.

**CITY OF HAMPTON, VIRGINIA and HAMPTON CITY PUBLIC SCHOOLS
INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

This information is to assist the Offeror to understand the insurance requirements of the City of Hampton (City) and Hampton City Public Schools (HCS). Offerors are encouraged to share this information with insurance agents and brokers. **In all cases the RFP or IFP requirements override statements in this document.**

1. Agreement/Reference. All evidence of insurance must identify the nature of your business with the CITY/HCS. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your insurance is properly assigned to the correct project. It is important that you **provide the types of coverage and minimum dollar amounts specified in the RFP or RFB document.** **Failure to provide the requested amounts may lead to disqualification and increase processing time.**

2. When to submit. Normally no work may begin until the certificate of insurance (COI) with proper endorsement has been received. It is important that the certificate and endorsement be provided as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. Acceptable Evidence and Approval. Proof of insurance is normally provided on an industry form known as the ACORD Certificate of Insurance. Insurance industry certificates other than the ACORD may be accepted after review. In addition to the ACORD form, an Insured Endorsement naming the CITY or HCS as an additional insured that has been completed by your insurance company or its designee must be attached to the COI. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured and the substantiating endorsement must be attached. Attaching the section of the insurance policy covering contractual additional insureds may be used until the actual endorsement is received.

All evidence of insurance must be authorized for the insurance provider by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Acceptable Alternatives to **ACORD Certificates and other Insurance Certificates:**

- A **copy of the full insurance policy.**
- **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval.
- **Self-Insured** Offerors or vendors must submit for review to the Risk Manager documentation of its financial ability to self-insure for each coverage required. (See Para 6 below.)

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law
- Professional Liability insurance

4. Renewal. Upon renewal of any insurance policy it is the responsibility of the Offeror to provide the updated ACORD Certificate of Insurance or other acceptable documentation to the City or HCS. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.

5. Cancellation. The Offeror/vendor must inform the City/HCS 30 days before insurance is cancelled or not renewed. The requirement for the insurance company to inform the additional insureds is not enforceable. Failure to inform must be considered a substantive violation of the contract and could result in the contract being cancelled.

6. Alternative Programs/Self-Insurance. Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY Risk Manager has reviewed the relevant documents. Any Offeror or vendor that wishes to satisfy insurance requirements as a self-insured party must receive permission from the Risk manager by submitting a request to the Risk Management Department.

7. General Liability. General liability insurance covering your operations (and products, where applicable) is required whenever the CITY or HCS is at risk of:

- **Third-party claims** which may arise out of your work or your presence or special event on city premises.
- **Sexual misconduct claims coverage** is a required coverage when the work performed involves minors.

– **Fire legal liability insurance** is required for persons occupying a portion of CITY or HCS premises.

8. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY or HCS premises; it is not required for simple commuting unless CITY or HCS is paying mileage. However, compliance with Virginia law requiring auto liability insurance is a contractual requirement.

9. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

10. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law the minimum coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement that can be obtained from Risk Management.

A Waiver of Subrogation on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

11. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY.

12. **Builder's Risk/Course of Construction** is insurance coverage that protects the owner's interests in the structure as well as materials, fixtures and/or equipment being used in the construction or renovation of a building or structure should those items sustain physical loss or damage from a covered cause. It is required during construction projects and must include building materials in transit and stored at or away from the project site. This would also include materials purchased by the City for installation or erection by the Offeror.

13. **Surety or Bond** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A Fidelity Bond may be required to handle CITY funds or securities, and under certain other conditions. Specialty coverages may be needed for certain operations as outlined in the RFP or RFB

A withdrawal of bid due to error shall be in accordance with Section 2.2-4330 B (1) of the Code of Virginia. The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after conclusion of the bid opening procedure and shall submit original work papers with such notice.

Hampton City Schools does not discriminate on the basis of race, color, national origin, sex, disability, age or other protected classes in its programs, activities and employment practices and provides

equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the non-discrimination policies: Robbin A. Ruth, Executive Director of Human Resources, One Franklin Street, Hampton, Virginia 23669 757-727-2318.

ATTACHMENT B: (BACKGROUND CERTIFICATION)

I certify that the applicant firm is in compliance with the *Code of Virginia § 22.1-296.1*, regarding providing certification from the company and any employee that will come in direct contact with students, for the provision of services under this contract.

I certify that the applicant firm and any of its employees, that will come in direct contact with students, have (i) never been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

BY: _____(SIGNATURE)

_____(PRINTED NAME)

COMPANY

BUSINESS ADDRESS

_____ DATE

Employee Certifications (Employees that will come in direct contact with students)

I certify that I have (i) never been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; nor (ii) convicted of a crime of moral turpitude.

Printed Name

Signature

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(Attach certification sheets as necessary)

Attachment D:

MINORITY AND WOMAN-OWNED BUSINESS PROGRAM

The City of Hampton is implementing new strategies to solicit and utilize minority and woman-owned businesses. To encourage and sustain utilization of minority and woman owned businesses, subcontracting goals have been established for City contracts of \$100,000 and above. The minority and woman-owned subcontracting goals are established by business categories.

The subcontracting goals established for this contract include:

Minorities (MBE) 4.34% Non-minority women (WBE) 3.82%

Solicitation meetings will be held on contracts \$100,000 and above to assist in attaining the contract minority and woman owned business goals.

The City requires that each minority and woman-owned business become a certified Small, Woman and Minority owned business (SWAM) by the Virginia Department of Small Business and Supplier Diversity (SBSD).

Any minority or woman-owned business that is not a certified SWAM vendor will not be considered for meeting the contract goals as established.

Prime Contract solicitations require bidders to include, as part of their proposal or bid, a subcontracting plan to include certified minority and woman-owned vendors during the course of the contract work.

- A listing of all certified minority and woman-owned subcontractor vendors
- The dollar value of each subcontract
- A description of type of work to be performed under each contract
- SWAM certification number and contact information for each minority and woman-owned firm

Prime Contractor subcontractor/supplier solicitation information will be submitted to document firms contacted for quotes.

Prime Contractor solicitations and resulting contracts will require each successful bidder to report actual subcontract payments quarterly to the City Procurement Department to ensure accurate utilization records.

Prime Contractors are to submit quarterly sub-contractor payment information on all certified minority and woman-owned vendors no less than quarterly after the Notice to Proceed (NTP) is issued by the Public Works Department.

Failure of a Prime Contractor to submit required documentation to the City can result in the withholding of a payment and/or other sanctions imposed by the City of Hampton.

All bids submitted must include a subcontracting plan to be considered when determining the lowest responsible and responsive bidders by the City.

Changes to the subcontracting plan will require approval from the Procurement Office and Minority Business Program Office during the life of the contract.

Failure of a contractor to adhere to its subcontracting plan may under certain circumstances, result in future loss of contracts and/or debarment from bidding by the City of Hampton.

In these cases contractors will be requested to submit documentation of good faith efforts used to meet their subcontracting plan. Determination of efforts will be made on an individual contract basis. It is recommended that contractors pre-qualify or determine the subcontractors' capabilities prior to subletting work.

Good Faith efforts are documented reasonable steps taken to achieve a contract goal. These efforts are those taken by a bidder actively and aggressively trying to obtain the established goal. Mere pro forma efforts are not good faith efforts. It is not intended to be a mandatory checklist nor is it intended to be exclusive or exhaustive. **Other factors or types of efforts may be relevant in appropriate cases. The following is a list of types of actions which are considered good faith efforts:**

- Soliciting through reasonable and available means (pre-bid meetings, advertisements, phone calls, community organizations, etc.)
- Selecting portions of the work to be subcontracted out to increase the likelihood that a contract goal can be achieved.
- Providing interested firms with information necessary to respond in a timely manner to a request for solicitation
- Effectively using the services of available minority and woman-owned organizations, local, state and federal small business assistance offices, etc.

Documentation of such efforts can include a listing of M/WBE firm names, contact information, description of information provided and dates received quotes, etc.

(Please note: this requirement should not be construed as authorizing or directing the exclusion of non-SWAM owned businesses; rather, the purpose is to include as many qualified businesses as possible).

Any Prime Contractor that is a SBSD certified minority or woman-owned vendor that is awarded a contract of \$100,000 and above is not required to submit the above information as the Prime Contractor is itself such a certified business. This does not, however, relieve such a Prime from the obligation to achieve both contract goals during the life of the contract. The City of Hampton reserves the right to review subcontracting plans and good faith efforts to ensure that both goals are achieved.

The City of Hampton will utilize a performance evaluation process that will include documenting the quality of work and business practices of all vendors used on City contracts of \$100,000 and above.

The suggested forms are attached for use by bidders to ensure consistent submission of required data.

Form 1

CITY OF HAMPTON

DEPARTMENTAL MINORITY AND WOMAN-OWNED BUSINESS SOLICITATION

TELEPHONE RECORD FOR GOODS AND SERVICES

| Date | Department | Bidder #1 | Bidder #2 | Bidder #3 |
|---------------|------------------|------------------------|------------------------|------------------------|
| Firm name | | | | |
| Address | | | | |
| Phone no. | | | | |
| Fax no. | | | | |
| Email address | | | | |
| Quantity | Item description | Unit Price/Total Price | Unit Price/Total Price | Unit Price/Total Price |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Completed by: _____ Date: _____

Department Director: _____

CITY OF HAMPTON

SUBCONTRACTOR/SUPPLIER UTILIZATION FORM
POTENTIAL MINORITY AND WOMAN-OWNED BUSINESS PARTICIPATION

Project no. _____ Date submitted: _____

Bid goal % _____ Total Contract Value _____

| Firm name | Certification no. | Type (M/W) | Percent bid | Dollar value | Type of work |
|-----------|-------------------|------------|-------------|--------------|--------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

I/We propose that the certified SBSD businesses will be used on this contract as stated herein and assure that during the life of the contract. I/We will meet the goal established by the City of Hampton.

Bidder _____

Signature _____

Title _____ Date _____

Form 4

**CITY OF HAMPTON
MINORITY AND WOMAN-OWNED BUSINESS PAYMENT REPORT**

Contractor _____ Date _____

Project no. _____ Reporting period _____ to _____

| Firm name | Certification no. | SWAM type (M/WBE) | This quarter | To date | Type of work |
|---|-------------------|-------------------|--------------|---------|--------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Total dollar value amount paid to date to SWAM vendor | | | | | |

I/We certify that the information provided is accurate, current and complete to the best of my/our knowledge.

Company _____

Print name _____ Title _____

Frequently Asked Questions (FAQ's) - MBE & WBE Goals

1. How do I know if there is a goal on a project?

It will be mentioned in the ITB (Invitation to Bid) or RFP (Request for Proposal). Bidders are encouraged to utilize certified SWaM vendors towards their efforts in meeting the MBE and WBE goals.

2. What is a SWaM vendor?

SWaM is the acronym for Small, Women and Minority owned businesses. A SWaM vendor is a business that has been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD) and is listed in the SWaM Vendor Directory.

3. Where can I find a list of SWaM certified MBE and WBE businesses?

A list of certified SWaM businesses can be found on the following website:

- Virginia Department of Small Business and Supplier Diversity <https://directory.sbsd.virginia.gov/#/>.
 - The SBSD website allows searches by company name, SWaM type, NIGP commodity code or description and Zip & NIGP Code.

4. Is it possible to meet both the MBE and WBE goals utilizing one contractor?

No. It is not possible to meet both the MBE and WBE goals utilizing one contractor. These are two separate goals; one for MBE and one for WBE and are independent of each other.

5. I have worked with a minority owned business in the past, but they are not SWaM certified, can I still use them towards meeting the goal?

No. The City requires that each minority and woman-owned business become SWaM certified by SBSD. Any minority or woman-owned business that is not a certified SWAM vendor will not be considered for meeting the contract goals as established.

6. I am a Minority /Woman Owned Business, but I am not SWaM certified, how do I get certified?

As found on the SBSD website, there are four steps to get certified: Complete an online application, Print out your application, Collect your supporting documentation on the checklist and send the signed application form to the SBSD. Visit their website at www.sbsd.virginia.gov to start the process.

7. I am a SWaM certified minority / woman owned business, do I still need to meet the MBE and WBE goals?

Yes. The City of Hampton encourages all prime contractors bidding on a project to document efforts and meet the goals.

8. Can I utilize vendors certified as a Small Business (S) that I found on the City of Hampton's Directory or the Virginia Department of Small Business and Supplier Diversity Directory?

You can, but it won't be counted towards meeting the MBE and WBE goals. To meet the MBE goal a business needs to be certified as a Minority Owned Business Enterprise (M), Minority

Owned Small Business Enterprise (MS). To meet the WBE goal a business needs to be certified as a Woman Owned Business Enterprise (W) or Woman Owned Small Business Enterprise (WS).

9. Which forms do I have to turn in at bid opening?

There are 3 forms in your bid response forms pertaining to the Minority Business Program. At time of bid opening, submit Form 1 (Solicitation Telephone Record for Goods and Services), Form 2 (Subcontracting/Supplier Utilization Form) and Form 3 (Subcontractor/Supplier Solicitation and Utilization Form). *If awarded a contract, Payment Information will need to be submitted MONTHLY during the course of the contract using Form 4 (Minority and Woman-Owned Business Payment Report).*

10. Which is the official form to list the Minority and Woman Owned subcontractors I am proposing to utilize on the project?

Fill out Form 2 (Subcontracting/Supplier Utilization Form) completely. Bidders must include this form as part of their proposal or bid to list certified minority and woman-owned vendors they plan to utilize on the project. This form should include information on:

- The dollar value and percentage for each subcontractor
- A description of type of work to be performed
- SWAM certification number and contact information for each minority and woman-owned firm

11. I contacted a SWaM certified minority/women owned business, but I won't be utilizing them, how do I document this?

Fill out Form 2 (Subcontractor/Supplier Solicitation and Utilization Form) completely.

12. How do I document good faith efforts?

Fill out Form 2 (Subcontractor/Supplier Solicitation and Utilization Form Solicitation) completely. Documentation of such efforts can include a listing of M/WBE firm names, contact information, description of information provided and dates received quotes, etc.

13. If awarded a contract, on what form do I report the payments made to subcontractors?

Successful bidders on City contracts will be required to report actual subcontract payments quarterly to the City Department to ensure accurate utilization records. Fill out Form 4 (Payment Information) completely to report this information.

14. At what point must a vendor be SWaM certified in order to be counted towards meeting the MBE and WBE goals?

By the bid opening date when an Invitation to Bid (ITB) is due.

15. Who can I contact if I have specific questions or need additional help finding certified minority or woman owned businesses?

You can contact the City of Hampton's Minority Business Office located within the Economic Development Department at (757) 728-5179.

Attachment E: BID BOND

Bid Bond # RFP 22-22056TM

KNOW ALL MEN BY THOSE PRESENT: That we, the undersigned:

_____, as Principal, and

as Surety, acknowledge ourselves held and firmly bound unto the City of Hampton, Virginia, in the just and full sum of five percent (5%) of the maximum amount of accompanying bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

WHEREAS, the Principal has submitted a bid, dated _____, 20 ____, for RFP 22-22056TM

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with such bid and give bond with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter into such contract and give such bond, if the Principal shall pay to the Obligee the difference, not to exceed the penalty hereof, between the amount specified in said bid and the amount for which the Obligee may legally contract with another party to perform the work covered by said bid, if the latter amount be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their corporation names and seals, respectively, to be hereunto subscribed and affixed by their officers in that behalf duly authorized this _____ day of _____.

[CONTRACTOR NAME]

By: _____

Its: _____

ATTEST: _____

[SURETY NAME]

By: _____

Its: _____

ATTEST: _____

Submit with Power of Attorney

Resident Virginia Agent of Surety

Appendix E – Sites

| Entity Name | Address | City | State | Zip | Latitude | Longitude |
|-------------------------------------|---------------------|---------|-------|-------|----------|-----------|
| High Schools (4) | | | | | | |
| Bethel High School | 1067 Big Bethel Rd | Hampton | VA | 23666 | 37.05329 | -76.433 |
| Hampton Senior High School | 1491 W Queen St | Hampton | VA | 23669 | 37.02581 | -76.3839 |
| Kecoughtan Senior High School | 522 Woodland Rd | Hampton | VA | 23669 | 37.05517 | -76.3177 |
| Phoebus Senior High School | 100 Ireland St | Hampton | VA | 23663 | 37.03386 | -76.3149 |
| Middle Schools (5) | | | | | | |
| Eaton Fundamental Middle Sch | 2108 Cunningham Dr | Hampton | VA | 23666 | 37.04941 | -76.3859 |
| Francis W. Jones Magnet Middle | 1819 Nickerson Blvd | Hampton | VA | 23663 | 37.04531 | -76.3079 |
| Lindsay Middle School | 1636 Briarfield Rd | Hampton | VA | 23661 | 37.01843 | -76.3985 |
| Syms Middle School | 170 Fox Hill Rd | Hampton | VA | 23669 | 37.05278 | -76.3292 |
| Tarrant Middle School | 1435 Todds Ln | Hampton | VA | 23666 | 37.04286 | -76.4209 |
| PK-8 (2) | | | | | | |
| Hunter B Andrews Pre-K -8 | 3120 Victoria Blvd | Hampton | VA | 23661 | 37.01206 | -76.3683 |
| George P Phenix School Pre-K-8 | 1061 Big Bethel Rd | Hampton | VA | 23666 | 37.05274 | -76.4289 |
| Elementary (18) | | | | | | |
| Aberdeen Elementary School | 1424 Aberdeen Rd | Hampton | VA | 23666 | 37.0342 | -76.4043 |
| Armstrong Elementary School | 3401 Matoaka Rd | Hampton | VA | 23661 | 37.01037 | -76.3646 |
| Asbury Elementary School | 140 Beach Rd | Hampton | VA | 23664 | 37.0705 | -76.2986 |
| Barron Elementary School | 45 Fox Hill Rd | Hampton | VA | 23669 | 37.04758 | -76.3413 |
| Bassette Elementary School | 671 Bell St | Hampton | VA | 23661 | 37.01599 | -76.3749 |
| Bryan Elementary School | 1021 N Mallory St | Hampton | VA | 23663 | 37.02793 | -76.3139 |
| Burbank Elementary School | 40 Tide Mill Ln | Hampton | VA | 23666 | 37.05482 | -76.3735 |
| Mary T. Christian Elementary School | 2009 Andrews Blvd | Hampton | VA | 23663 | 37.04642 | -76.3126 |
| Cooper Elementary School | 200 Marcella Rd | Hampton | VA | 23666 | 37.05246 | -76.3854 |
| Forrest Elementary School | 1406 Todds Ln | Hampton | VA | 23666 | 37.0399 | -76.4255 |
| Mary W. Jackson Elementary School | 113 Wellington Dr | Hampton | VA | 23666 | 37.03538 | -76.4389 |
| Kraft Elementary School | 600 Concord Dr | Hampton | VA | 23666 | 37.04923 | -76.4142 |
| Langley Elementary School | 16 Rockwell Rd | Hampton | VA | 23669 | 37.06915 | -76.3327 |
| Machen Elementary School | 20 Sacramento Dr | Hampton | VA | 23666 | 37.0667 | -76.3838 |
| Albert W. Patrick III | 160 Apollo Dr | Hampton | VA | 23669 | 37.05697 | -76.3374 |
| Mary S. Peake | 57 Salina St | Hampton | VA | 23669 | 37.04929 | -76.3556 |
| Phillips Elementary School | 703 Lemaster Ave | Hampton | VA | 23669 | 37.06077 | -76.3177 |
| Captain Smith Elem School | 379 Woodland Rd | Hampton | VA | 23669 | 37.0447 | -76.3247 |

| | | | | | | |
|---|------------------------|---------|----|-------|----------|----------|
| | | | | | | |
| Other Sites (9) | | | | | | |
| SAC | 1 Franklin Street | Hampton | VA | 23669 | 37.02537 | -76.3481 |
| Adult & Education Alternative Learning Center | 1646 Briarfield Rd | Hampton | VA | 23669 | 37.02005 | -76.3943 |
| Ann H. Kilgore Gifted Center | 339 Woodland Rd | Hampton | VA | 23669 | 37.0426 | -76.3218 |
| Merrimack Operations And Professional Center | 2113 Woodmansee Dr | Hampton | VA | 23669 | 37.05155 | -76.3071 |
| Mallory Technology Warehouse | 331 Big Bethel Road | Hampton | VA | 23666 | 37.02811 | -76.4209 |
| Patriot Operations Center | 1589 Wingfield Dr | Hampton | VA | 23666 | 37.02229 | -76.4086 |
| Moton Early Childhood Center | 339 Old Buckroe Rd | Hampton | VA | 23663 | 37.02648 | -76.3214 |
| Transportation Bus Garage | 210 Springfield Avenue | Hampton | VA | 23669 | 37.03025 | -76.3514 |
| Aluminum Bus Lot | 2001 Aluminum Ave | Hampton | VA | 23666 | 37.00445 | -76.4115 |

E-rate Special Construction
Excess Strands - Cost Allocation Scenarios
Funding Year 2022

Prepared by the [State E-rate Coordinators' Alliance](#)
October 23, 2017

I. LEASED LIT FIBER AND LEASED DARK FIBER

A. Excess Strands for Applicant's Future Use

If the service provider installs additional strands for the applicant's exclusive future use in a leased dark fiber or leased lit fiber special construction project, and if the applicant can show documentation that buying a cable containing the number of strands placed in the fiber system for the applicant's future use is more cost effective than buying a fiber cable with the number of strands the applicant plans to place into service the first year, no cost allocation of the excess strands is required and no other special construction charges would need to be cost allocated.

If the service provider installs excess strands for the applicant's exclusive future use in a leased dark fiber or leased lit fiber special construction project where the excess strands will remain dormant until they are lit for the applicant in the future, and if the applicant cannot show that it is not more cost effective than buying the exact number of fiber strands being lit in the first year, the applicant must cost allocate the costs associated with the excess strands only. No other special construction charges would need to be cost allocated.

B. Excess Strands for Service Provider's Future Use

For lit services special construction and leased dark fiber special construction, if the service provider wishes to place extra strands in the build for its own use, the E-rate applicant must cost allocate the cost of the service provider-owned extra strands, as well as all incremental costs of those extra strands from the special construction E-rate funding request. It is not a pro-rata share, but an incremental cost calculation that must be backed by detailed documentation.

Example 1 from Funding Year 2022 USAC Fiber Training Slides applies:

COST-ALLOCATION: FIBER EXAMPLES

- **Example 1:** Leased lit fiber or leased dark fiber provider installs 12-strands in fiber run to a large school district hub and wants to add 36 additional strands for its own ineligible use, resulting in additional labor costs (e.g., splicing) and plant costs (e.g., larger termination boards, additional handholes).

Result: Cost of 36 additional fiber strands and all associated incremental increases in costs (e.g., the additional labor/outside plant costs) above what would be incurred if only the 12-strands of fiber were installed must be allocated out of the applicant's special construction funding request.

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Applicant's should seek documentation from the provider which outlines the added incremental costs attributable to designing, managing and constructing a fiber system with a 48-strand cable instead of a 12-strand cable. Such costs should include (but are not limited to):

- Splice Labor. If any fibers over the applicant's fibers are spliced, the labor for these additional splices must be cost allocated.
- Splice Enclosures are placed to protect splices. If any fibers over the applicant's fibers are spliced and require an enclosure, the enclosures for these additional splices must be cost allocated.
- Fiber Installation Labor. This represents the incremental cost of pulling a larger cable through the buried conduit.
- Structured materials installation. This represents the additional cost of burying a larger conduit to support the additional fibers.

Note that the costs associated with installing a larger cable strand than what is required by the applicant are ineligible and the service provider should not include such costs in their special construction billing to the applicant but should be prepared to show evidence during PIA review that it did not charge the applicant for these incremental costs.

Figure 1: Here is a table outlining some possible incremental costs:

| Item | 12 Strand cable construction | 48 strand cable construction | Cost Allocation Amount that service provider should remove from the special construction request |
|---|--|---|---|
| Fiber Cable | 38 cents per foot | \$1.04 per foot | 66 cents per foot |
| Design and Engineering | \$2.12 per foot | \$2.42 per foot | 30 cents per foot to depict additional splices at A and Z locations |
| Project Management | \$1.18 per foot | \$1.18 per foot | 0 |
| Splice labor* | \$11.00 per splice | \$11.00 per splice | \$11 per splice over 12 splices at any splice site |
| Splice enclosures** | \$205 per enclosure | \$205 per enclosure | \$205 per enclosure for every enclosure over 12 |
| Fiber Patch Panel | \$71.43 per panel | \$218.60 per panel | \$147.17 per panel |
| Conduit and other structured materials | 1.25" conduit required \$1.95 per foot Handhole (40,000 lb rated) \$2695 per unit Fiber Marker \$30 per unit | 1.5" conduit required \$2.35 per foot Handhole (40,000 lb rated) \$2695 per unit Fiber marker \$30 per unit | 40 cents per foot No cost difference for handhole No cost difference per marker |
| Fiber Installation Labor *** | 25 cents per foot | 28 cents per foot | 3 cents per foot |
| Structured Materials Installation (conduit, markers, handholes)**** | \$2.85 per foot | \$3.10 per foot | 25 cents per foot |
| Markers | Place every 500' | Place every 500' | No cost difference |
| Handholes | Place every 1000' | Place every 1000' | No cost difference |

