

# Prince George County Public Schools

## Request for Proposal

RFP Title: 2020 Internal Connections Equipment  
RFP#: 2020-NetworkHW-A  
E-Rate Form 470#: 200014088

Sealed Proposals will be received until February 28, 2020, 11:00am EST, as per the Official Purchasing Timeclock, for furnishing the products and/or services described herein. Late, facsimile and/or e-mailed proposals will not be accepted.

All inquiries for information regarding Proposal Submission requirements or Procurement Procedures shall be directed to the Procurement Manager, Monique Barnes, via email by January 30, 2020, 11:00am EST, as per the Official Purchasing Timeclock. Applicant shall not be responsible for verbal clarification of information provided by parties other than staff of the Procurement Department.

**Monique Barnes, Director of Finance**  
**mbarnes@pgs.k12.va.us**

SEALED PROPOSALS SHALL BE CLEARLY MARKED WITH RFP #2020-NetworkHW-A AND DELIVERED TO:

**Prince George County Public Schools – RFP # 2020-NetworkHW-A**  
**6410 Courts Drive**  
**Prince George, VA 23875**  
**ATTN: Scott Brubaker**

The School Board does not discriminate against faith-based organizations or against any contractor, bidder, or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment.

In compliance with this Request for Proposal and all the conditions imposed herein, including the General Terms and Conditions, and Attachments, the undersigned offers and agrees to furnish the products and/or services in accordance with the signed Proposal or as mutually agreed upon by subsequent negotiation.

**Name and Address of Firm:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Signature in Ink**

**Telephone:** \_\_\_\_\_

\_\_\_\_\_  
**Printed/Typed**

**Email:** \_\_\_\_\_

**FIN/SSN:** \_\_\_\_\_

## Section 1: Purpose

**Prince George County Public Schools**, hereafter referred to as Applicant, is requesting proposals for Network Equipment and Basic Maintenance/Extended Support for Network Equipment in accordance with the Scope of Work and Terms and Conditions identified herein.

## Section 2: Competition Intended

It is Applicant's intent that this Request for Proposal (RFP) permit competition. It shall be the Offeror's responsibility to advise the Purchasing Agent, in writing, if any language, requirement, scope of work, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the **Monique Barnes** at [mbarnes@pgs.k12.va.us](mailto:mbarnes@pgs.k12.va.us) by January 30, 2020, 11:00am EST.

## Section 3: Background

Applicant is located on the southeastern border of Hopewell, approximately 45 minutes south of Richmond. Education services are provided to 5 elementary schools, 1 middle school, and 1 high school with an annex serving a student population of approximately 6,500 students.

## Section 4: Pre-Proposal Conference/Site Visits

There will be no pre-proposal conference or site visit for this RFP project.

## Section 5: Period of Performance/Deliverables

Any award/contract resulting from this solicitation shall be for a one-time purchase of goods requested. Any order resulting from an award of this contract will not be ordered prior to April 1, 2020 and must be received no later than September 30, 2021. Installation of all items to be completed by September 30, 2021. Offerors submitting proposals for anything other than a firm fixed price for the goods and services listed, will not be accepted. Price adjustments after an award will not be accepted by Applicant.

## Section 6: Scope of Work

The primary goal of this RFP is to secure the most reliable, efficient, and cost-effective Internet Router and switches for the students and teachers of Applicant and remain in compliance with all rules, regulations, filing and application procedures and deadlines of the Universal Service Administrative Company, Schools and Libraries Division. Cost will be a primary factor but not the sole factor in selection of a successful offeror. Applicant is interested in securing a single comprehensive private service provider, to provide the following services as needed.

### 6.1: General Requirements

A fixed unit price for Internal Connections Equipment and/or related Basic Maintenance of Internal Connections (see Pricing Worksheet for complete list for items required) for the district to be installed at the following sites:

Prince George High School	7801 Laurel Spring Road	Prince George, VA 23875
Former N.B. Clements Jr HS	7800 Laurel Spring Road	Prince George, VA 23875
J.E.J. Moore Middle	11455 Prince George Drive	Disputanta, VA 23842
North Elementary	11106 Old Stage Road	Prince George, VA 23875
South Elementary	13400 Prince George Drive	Disputanta, VA 23842
David A. Harrison Elementary	12900 East Quaker Road	Disputanta, VA 23842
William A. Walton Elementary	4101 Courthouse Road	Prince George, VA 23875
L.L. Beazley Elementary	6700 Courthouse Road	Prince George, VA 23875

Hardware, licenses, and configuration of the core and IDF equipment at each location are being requested. Prince George County Schools' staff will physically install any purchased equipment. Any make and model of equipment will be fairly evaluated as required by the FCC's Queen of Peace Order. If offering equipment not inherently compatible with the existing infrastructure, please provide supporting documentation or white papers that support the compatibility of the equipment.

The Successful Offeror(s) shall provide at a minimum, the following:

**Complete Pricing for New Materials**

Proposed service fees for each item listed in the Attachment B Pricing Worksheet. Fees should be shown as separate line item charges and include the E-rate eligibility for each line item. Proposals must include all costs associated with providing the attached bill of materials and installation services to the district, including but not limited to travel and per diem and any other related charges. Proposals that include used, refurbished, or open-box items will be considered non-responsive and will not be included in the evaluation.

**“Service Provider Information Number” (SPIN)**

Applicant participates in the Universal Service Program, otherwise referred to as the E-Rate program, created as part of the Federal Telecommunications Act of 1996, headed by the Schools and Libraries Division. This program is designed to ensure that all eligible schools and libraries in the United States have affordable access to modern telecommunications and information services. All or part of the services you provide under this contract must qualify for the E-Rate program. Offeror must acquire or have acquired a “Service Provider Information Number” (SPIN) from the Schools and Libraries Division (SLD) of the Universal Service Administrative Company prior to submitting a proposal. For further information, go to the SLD website: <https://www.usac.org/>

**FCC 19-121 Compliance**

By submitting a proposal on the requested services herein, the vendor certifies that its equipment and services are compliant with the FCC's recent 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.

**6.2: County Responsibilities**

Applicant will designate an individual to act as the representative of Applicant with respect to the work to be performed under this contract. Such individual shall have the written authority to transmit instructions, receive information, and interpret and define policies and decisions on behalf of Applicant with respect to the contract.

**6.3: Proposal Preparation and Submission Requirements**

- i) Proposals shall be signed by a representative of the Offeror legally authorized to bind the firm into a contract. All information requested must be submitted. Failure to submit all information requested may result in the purchasing vendor requiring prompt submission of missing information, giving a lowered evaluation of the proposal, and/or rejection. Offerors may be given an opportunity to correct a deficiency in their proposals, within an appropriate period of time, as determined by the purchasing office. Offerors who fail to submit required documentation or meet mandatory requirements, in such time for evaluation purposes may be eliminated from further consideration.
- ii) This Request for Proposal creates no obligation on the part of APPLICANT to award a contract or to compensate vendors for proposal preparation expenses. APPLICANT will not be responsible for any costs incurred by any vendor in preparing and submitting a proposal. APPLICANT reserves the

right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP, to waive minor informalities, or to negotiate with all responsible vendors in any manner necessary to serve the best interests of APPLICANT. However, APPLICANT has the right to accept the best proposal as submitted, without negotiation, and may do so; therefore, vendors should not rely on having a chance to negotiate and adjust their proposals.

- iii) Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Proposals shall not exceed twenty (20) pages in total, front and back.
- iv) Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- v) All submissions are final and may not be withdrawn after the proposal submission deadline set forth in this solicitation.
- vi) In order to be considered for selection, Offerors must submit a complete response to the RFP to include one (1) original signed hardcopy, three (3) signed copies, and one (1) electronic media version (DVD, CD, Flash Drive) of Offerors proposal to APPLICANT. If your proposal includes proprietary information and you are invoking protection from disclosure, you must submit one (1) electronic media version redacted copy of the proposal clearly marked with the words "REDACTED COPY" on the cover. No other distribution of the proposals shall be made by the offeror. If no redacted copy is included with an offeror's proposal, it will be determined that the submission holds no proprietary information and is open public disclosure in its entirety.
- vii) Questions must be received by Scott Brubaker, Director of IT, via e-mail: [sbrubaker@pgs.k12.va.us](mailto:sbrubaker@pgs.k12.va.us) by the stated due date in the timeline. Answers will be posted on [www.pgs.k12.va.us](http://www.pgs.k12.va.us) and will be available through the E-Rate Productivity Center and USAC's more public facing view a 470 tool.
- viii) Submittal Requirements (failure to submit these required documents may result in rejection of proposal)
  - (1) APPLICANT will not accept unsealed, facsimile and/or e-mailed proposals.
  - (2) The return of the Request for Proposal cover sheet signed and filled out as required shall be page 1 of Offerors Proposal. Pages 2 of the Offeror's proposal shall be fully executed original of Attachment A.
  - (3) All addenda acknowledgements, if any, signed and filled out as required. Any addenda to this solicitation can be easily accessed on the Purchasing Department website – [www.pgs.k12.va.us](http://www.pgs.k12.va.us) and will be available through the E-Rate Productivity Center and USAC's more public facing View a 470 tool.
  - (4) Offerors are responsible for checking the website frequently. Failure to acknowledge all addenda may result in the rejection of your submission. APPLICANT shall not be responsible for verbal clarification or information provided by parties other than staff of the Purchasing Department.
  - (5) Offeror shall provide a brief company description and history. At a minimum, the following information shall be provided:
    - (a) The name under which the Offeror is licensed to do business along with required SCC number and W9 form.
    - (b) The address of the Offeror's headquarters office.
    - (c) The address of the Offeror's local office responsible for the proposed work, if different from the headquarters office.
    - (d) Names, titles, and telephone numbers of local officers or representatives of the Offeror.

- (e) The number of years the Offeror has actively participated in work similar to that described in this RFP.
- (f) Existing Vendor contractual commitments of similar scope and priority, and their estimated impact on the Offeror's ability to service this contract, if awarded.
- (6) Offeror's complete Technical Proposal and Additional Data -This section should include any additional information the offeror believes to be essential to a thorough evaluation of its proposal. List all attached reports, financial documents, etc., and sequentially number all pages of the proposal and attachments.
- (7) References-The Offeror shall include a minimum of two (2) school systems of similar size or larger and scope for whom the Offeror has provided these services/products and one (1) other reference for whom the Offeror has provided these services/products of the same size and scope for an organization within the last three (3) years. Include the date(s) when service/product was provided, the business name, address, and name and telephone number of the contract administrator. APPLICANT shall have the option of checking discovered references in addition to references provided by the Offeror. APPLICANT must be able to contact references without notification to the Offeror.
- (8) Executive Summary-Offeror shall describe in non-technical terms their approach to implementing the requested service, identifying any unique or distinctive services to which the Offeror wishes the evaluation committee to give particular attention.
- (9) Attachment A must accompany Offeror's proposal in order to be considered.
- (10) Attachment B must accompany Offeror's proposal in order to be considered.

**Technical Proposal Requirements:** Proposals should be as thorough and detailed as possible so that APPLICANT may properly evaluate the Offeror's capabilities to provide the required services/products. Proposals shall be submitted on 8-1/2" x 11" paper. It is to be prepared simply and concisely. Elaborate artwork, expensive paper, bindings, visual, and other presentation aids are not required.

**Section 7: Procurement Timeline**

January 16, 2020	RFP Issue Date
January 30, 2020	Vendor Questions due by 11:00 am EST
January 31, 2020	Responses to Questions Distributed
February 28, 2020	Proposal due by 11:00 am EST
February 28, 2020	Proposal reviews and Rankings
February 28, 2020	Anticipated Intent to Award/Notification to Vendors

**Section 8: Evaluation Criteria**

Proposals will be evaluated by an APPLICANT committee using the following criteria as related to the Scope of Services:

EVALUATION CRITERIA	WEIGHT
Cost of E-rate Eligible Items/Services	50
Compatibility with Existing Network	30
Responsiveness to fulfilling the requirements of the RFP in the required time	20
<b>TOTAL</b>	<b>100</b>

The Offerors who appear most capable of providing a product/service that can best satisfy APPLICANT's needs, based on the scoring rubric described above, will be selected as finalists for further evaluation. There is no specified number of finalists that may be selected. Upon the completion of oral presentations (**oral presentations are an option of APPLICANT**) and negotiations by selected finalists, the evaluation committee may score proposals on the criteria above, a second time to determine the Offeror whose proposal best meets the needs outlined by APPLICANT.

## **Section 9: Award of Contract**

Selection shall be made of the one or more Offerors deemed to be fully qualified and best suited among those submitting proposals based on the evaluation factors identified above. Negotiations shall be conducted with the Offeror(s) selected. Costs shall be considered but need not be the sole determining factor. After negotiations have been conducted with each Offeror selected, APPLICANT shall select the Offeror which in its opinion, has made the best proposal, and provides the best value, and shall award the contract to the Offeror. Applicant may cancel the RFP, reject proposals or any portion thereof at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. Should APPLICANT 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. Any resulting contract awarded to an Offeror shall incorporate by reference all the requirements, terms and conditions of this solicitation and the Offeror's proposal as negotiated. Applicant will not sign any Offeror contract.

## **Section 10: Liability of Proposals**

Applicant shall not be responsible for any expense incurred by the Offeror in preparing and submitting a proposal, or expenses incurred related to subsequent inquiries or interviews for evaluation or contract negotiations. All proposals submitted shall become the property of Applicant and will be available for public inspection, with exception of materials marked proprietary, upon execution of a contract with the successful Offeror. All submissions are final and may not be withdrawn after the proposal submission deadline set forth in this solicitation.

## **Section 11: Cancellation of Contract**

Applicant reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the Contractor for just cause or as provided in the Contract. Any contract cancellation notice shall not relieve the Contractor of the obligation to provide services until the effective date of cancellation.

## **Section 12: Default**

In case of failure to deliver goods or services in accordance with the terms and conditions, Applicant, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs.

## **Section 13: Ethics in Public Contracting**

1. By submitting their proposals, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or endorsements from any other offeror,

supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any; payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promise, unless consideration of substantially equal or greater value was exchanged.

2. During the preparation and submission of this proposal, the Offeror agrees as follows:
  - a. 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 the restraint of free competitive negotiation in violation of the Sherman Act (15 U.S.C. Section 1 et seq.), Sections 59.1-9.1 through 59.1-9.17.
  - b. Offeror hereby certifies that the contract, or any claims resulting there from, 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 Applicant has an interest in, or is concerned with, this proposal, and, that no person or persons, firm or Corporation other than the Offeror, have, or are, interested in this proposal.

#### **Section 14: Anti-Discrimination**

By submitting their proposals, offerors certify to Applicant that they will conform to the provision of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided. However, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit (Code of Virginia §2.2-4343.1).

In every contract over \$10,000, the provisions in 1 and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, natural origin or disabilities, except where religion, sex, or national origin 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, will 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.

## **Section 15: Nondiscrimination of Contractors**

An offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, then Applicant shall offer the individual, within a reasonable period of time after the date of his/her objection, access to equivalent goods, services, or disbursements from an alternative provider.

## **Section 16: Taxes**

Applicant is exempt from federal, state, and excise taxes. The contractor shall not include such taxes on any invoices under this agreement. Exemption certificates, if required, will be provided upon request. The contractor shall pay all sales, consumer, use and other similar taxes for the work or portions thereof provided by the contractor which are legally enacted at the time proposals are received, whether or not yet effective. All taxes are the responsibility of the contractor. Applicant assumes no tax liability under the RFP and any resulting contract.

## **Section 17: Payments**

1. Billing will be directed to Finance Department, 6410 Courts Drive, Prince George, VA 23875. Payment will be made after successful completion/installation and the receipt of a proper invoice.
2. Payment shall not preclude Applicant from making a claim for adjustments on any item later found not to have been in accordance with the general specifications.

## **Section 18: No Contact Policy**

Any contact with any Applicant representative, other than that outlined in Section 6.3 concerning this RFP is prohibited. Such unauthorized contact may disqualify your firm from this procurement.

## **Section 19: Disputes**

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the contractor'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 payments.

## **Section 20: Protest of Award or Decision to Award**

Any offeror who desires to protest the award or decision to award a contract shall submit such protest in writing to the Applicant Contact listed on the RFP cover page no later than ten (10) business days after the award or the announcement of the decision to award, whichever occurs first. No protest shall lie for a claim that the selected offeror is not a responsible offeror. The written protest shall include the basis for the protest and the



relief sought.

## **Section 21: Hold Harmless – Indemnification**

It is understood and agreed that contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the contractor, or its subcontractors, agents or employees under or in connection with this contract or the performance or failure to perform any work required by the contract. Contractor agrees to indemnify and hold harmless Applicant 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 contractor or those for whom contractor is legally liable. Upon written demand by Applicant, contractor shall assume and defend at contractor's sole expense any and all such suits or defense of claims made against Applicant, or its agents, volunteers, servants, employees or officials.

## **Section 22: ADA Compliance**

Pursuant to the Americans with Disabilities Act, any person requiring special accommodations to participate in this proceeding should contact Monique Barnes no later than five (5) business days prior to the meeting at [mbarnes@pgs.k12.va.us](mailto:mbarnes@pgs.k12.va.us) or 804-733-2700. If you are hearing or speech impaired, please contact the agency by calling the Americans with Disability Act Office TTY: Contact Relay Center at 711.

## **Section 23: Certification of Crime Against Children**

The Contractor shall provide certification that Contractor and Contractor's employees, and all other persons who will have direct contact with students on school property during regular school hours or during school-sponsored activities have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. In accordance with this paragraph, Contractor shall execute the certification attached hereto as Exhibit I and submit the certification contemporaneously with this executed Contract.

Pursuant to Code of Virginia §22.1-296.1, any person making a materially false statement regarding offenses which are required to be included in the certification reference above shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Applicant shall not be liable for materially false statements regarding the certifications required under this Contract.

## **Section 24: Insurance**

By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, the following insurance coverages will be in effect at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have worker's compensation insurance in accordance with §2.2-4332 and §65.2-800 et seq. of the Code of Virginia. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Insurance Coverages and Limits Required

1. Worker's Compensation – Statutory requirements and benefits.
2. Employer's Liability – \$100,000.
3. Commercial General Liability - \$500,000 – Combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. Applicant must be named as an additional insured when requiring a contractor to obtain Commercial General Liability coverage.
4. Automobile Liability - \$500,000 – Combined single limit. (Only if motor vehicle is to be used in the contract.)

### **Section 25: Drug Free Workplace**

In every contract over \$10,000 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 purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specified contract awarded to a contractor in accordance with this chapter, 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.

### **Section 26: Immigration Reform and Control Act of 1986**

By submitting their proposal, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration and Reform and Control Act of 1986.

### **Section 27: Certification of Interest and Relationships with School Board and Applicant Employees**

To the extent that neither Contractor nor any of Contractor's officers, directors, or executive employees, maintains a financial or familial relationship with any person acting for or employed by, the School Board or Applicant, Contractor shall reveal such relationships to the School Board. In accordance with this paragraph, Contractor shall execute the certification attached hereto as Exhibit II and submit the certification contemporaneously with this executed Contract.

### **Section 28: Audits**

Applicant 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 any resulting contract or agreement (including any and all documents and other materials, which support or underlie those books and records), kept by or under the

control of the contractor, including, but not limited to those kept

by the contractor, its employees, agents, assigns, successors and subcontractors. The contractor shall maintain such books, and records, together with such supporting or underlying documents and materials, for the duration of this contract or agreement and for at least ten (10) years following the completion of this contract or agreement, 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 Applicant, through its employees, agents, representatives, contractors or other designees, during normal business hours at the contractor's office or place of business in Prince George, VA. 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 Prince George, VA, which is convenient for Applicant. This paragraph shall not be construed to limit, revoke or abridge any other rights, powers or obligations relating to audit, which Applicant may have by state, Applicant, or federal statute, ordinance, regulation or agreement, whether those rights, powers or obligations are express or implied.

### **Section 29: 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.

### **Section 30: Cooperative Procurement**

The procurement of goods and/or services provided for in this solicitation is being conducted pursuant to §2.2-4304 of the Code of Virginia. Therefore, the offeror is advised, and by submitting a response to this procurement, such offeror agrees that any resulting contract from this procurement may, in addition to Applicant, also be extended to other public agencies or bodies in the Commonwealth of Virginia to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The successful offeror shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to any contract that may result from this procurement and in accordance with §2.2-4304 of the Code of Virginia.

Applicant shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the successful offeror or bidder or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

# **ATTACHMENT A**

## **VENDOR INFORMATION SUBMISSIONS:**

Ordering Information: Please specify the correct legal business name, contact person, address, phone and fax numbers that should be used for all purchase order submittals by Applicant.

Legal Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Tax ID# / FIN: \_\_\_\_\_

Remittance Information: (Provide only if different from ordering address) Please specify the correct legal business name, address, phone and fax numbers that should be used as the remittance address by Applicant.

Legal Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

If Remittance Information is left blank, remittance will be sent to the Ordering Address indicated above.

### **VIRGINIA SPECIFIC**

**SCC Identification Number** \_\_\_\_\_

*(Assigned by the Virginia State Corporation Commission for any Offeror meeting the following requirement.)*

#### **Section 2.2-4311.2, Code of Virginia**

Any Offeror that is 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 if so required by Title 13.1 or Title 50 or as otherwise required by law. The Offeror is to include with its proposal either the identification number issued to it by the State Corporation Commission or a statement describing why the Offeror is not required to be so authorized.

Statement:

#### **W-9 Form:**

Each Offeror shall submit a completed W-9 form with their proposal in the event of contract award. This information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

**EXHIBIT I**

**CERTIFICATION OF  
CRIMES AGAINST CHILDREN**

Contractor acknowledges that the implementation of this Contract requires Contractor, Contractor's employees or other persons within Contractor's control to have direct contact with Applicant's students. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees nor any person who will have direct contact with students on school property during regular school hours or during school-sponsored activities have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Applicant shall not be liable for materially false statements regarding the certifications required under this Contract.

\*\*\*\*\*

Have you, your employees, or any person who will have direct contact with students under this contract been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child?

NO

YES (please explain) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
**Date**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**EXHIBIT II**

**CERTIFICATION OF  
INTERESTS & RELATIONSHIPS WITH SCHOOL BOARD AND EMPLOYEES**

Contractor hereby certifies that neither Contractor, nor any of Contractor’s officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the School Board or Applicant.

To that extent that such relationships exist, Contractor shall reveal the relationship below by describing the nature of the relationship and identifying the person with whom such relationship exists.

Please complete and execute the certification statement(s) below.

\*\*\*\*\*

Neither Contractor nor its officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the School Board or Applicant.

The following individuals currently maintain a *financial* relationship with Contractor:

**Applicant/School Board Employee’s Name:** \_\_\_\_\_

**Position with Applicant:** \_\_\_\_\_

**Nature of Relationship:** \_\_\_\_\_

The following individuals currently maintain a *familial* relationship with Contractor:

**Applicant/School Board Employee’s Name:** \_\_\_\_\_

**Position with Applicant:** \_\_\_\_\_

**Nature of Relationship:** \_\_\_\_\_

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
**Date**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_