



Department of Purchasing
100 N. Main Street, 2nd Floor
Suffolk, VA 23434
(757) 925-6762

March 11, 2024

To All Interested Parties:

Subject: Request For Proposal #1823-P
Internet Access Services

The Suffolk City School Board (School Board) is requesting proposals from interested parties to provide Internet Access Services for Suffolk Public Schools. All documents enclosed are to be considered an integral part of this request for proposal. Please read carefully all information contained in the RFP document. Any requirement set forth in any attachment is to be adhered to fully.

Interested parties are invited to submit an original hard copy and one (1) electronic copy (flash drives are preferred) marked "**Internet Access Services**" on or before 2:00 pm on Tuesday, March 26, 2024. Proposers may use the USPS at their own risk. The post office box is only checked once daily. Any late proposal shall be returned to the proposer and not evaluated. The proposal should be sealed in an envelope clearly marked with **Request for Proposal – Internet Access Services**, the due date and time and delivered to:

Linda Bates, NIGP-CPP, VCO
Department of Purchasing
Suffolk Public Schools
100 N. Main Street, 2nd. Floor
Suffolk, Virginia 23434

Proposers may submit either in person, mailed, or submitted through the EVA portal. Should an event cause the school division to close, Suffolk Public Schools will accept proposals until 2:00 PM on the next operating day. Proposals will not be accepted at any other location. Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. All responsible offerors are encouraged to submit proposals.

This Request for Proposals is published on the EVA and Suffolk Public Schools websites. No other websites are being used. Furthermore, all evaluation criteria are listed in this Request for Proposals. There is no expectation of this Request for Proposals due date being extended past the posted date.

The School Board plans to select a qualified offeror based on the requirements set forth herein and pursuant to procurement regulations of the Commonwealth of Virginia. The awarding authority for this contract is the Suffolk City School Board. The School Board reserves the right to reject any or all proposals submitted or take advantage of any available regional or state contracts. Any questions regarding this Request for Proposal shall be submitted in writing to lindabates@spsk12.net. Questions must be received by no later than March 15, 2024 by no later than 5:00 PM and a final addendum will be published by no later than March 20, 2024.

If you have any questions concerning this Request for Proposal, submit them in writing to Linda Bates at the above address, fax or email at lindabates@spsk12.net

Issued by

Linda Bates, NIGP-CPP, VCO
Buyer

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The cover letter (Request for Proposal) and each section attached as listed below constitute this Request for Proposal. All potential offerors will be required to adhere to all requirements, schedules, terms and conditions as set forth in these sections.

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SECTION I SCOPE OF SERVICES

It is the intent of the Suffolk School Board to establish a contract to provide turnkey Internet Service for Suffolk Public Schools. SPS consists of eleven (11) elementary schools, five (5) middle schools, three (3) high schools, one (1) alternative school and six (6) departments. The total student population is approximately 14,500 and there are approximately 2100 employees.

General Requirements:

Required services shall include, but not be limited to:

- A. Provide an Ethernet connection to the Technology Center at 2325 E. Washington Street, Suffolk, VA 23434.
- B. Provide Internet bandwidth of 10Gb for a 12-month term from July 1, 2024 – June 30, 2025.
- C. Provide a Class C subnet; minimum of 255 IP addresses.
- D. Provide a Service Level Agreement (SLA). The SLA must include response times, procedures for notification, escalation procedures, contact information, and any other information necessary to ensure minimal down time. Access to an online dashboard with connection statistics and performance information.

SECTION II PROPOSAL REQUIREMENTS

Each Offeror interested in submitting a proposal for consideration shall submit the information described below in a sectional format. Award for the services described herein will be based on the best value of the services and equipment proposed.

- A. Provide a letter of introduction that includes the name and location of the company, a statement of interest, and the ability to provide the required services. The letter must also include the following non-collusion statement. "The offeror expressly warrants that the information submitted herein is not the result of an agreement expressed or implied with any other offeror or offerors in an attempt to influence or restrict competition."

The letter of introduction shall be signed by an individual authorized to conduct business for the firm with the name of the individual typed below the signature. The telephone, fax numbers, and email addresses must be included in the letter of introduction.

- B. Provide a brief statement describing the offeror's qualifications to include years in business, similar contracts, etc. Provide the name, qualifications and contact information for the person who will serve as the contact for this project. Include SCC Identification number. (See Section V, Item Z.)

C. Provide detailed description of Service Level Agreement to include, but not be limited to the following:

- a. The process for monitoring services to include monthly average maximum latency, monthly average bandwidth capacity, and monthly average packet delivery percentage. Provide what is considered acceptable latency for the proposed connection. Describe technical support and proactive network monitoring for minimizing downtime and addressing issues promptly. Include if this is 24/7 if not describe in detail hours of coverage.
- b. Detailed process for submitting outages. Response time to service requests (for service restoration due to unplanned disruptions and planned outages)
- c. Estimated repair time for unplanned outages
- d. Detailed description of credits for down time
- e. Any other information which may be helpful in evaluating these services.

D. Provide a detailed description that shows how the requirements of this RFP will be met to include, but not be limited to network diagrams, facility capacities, and any other information that may be helpful in evaluating your proposal. Provide a detailed description of how the connection will be delivered to Suffolk Public Schools to include drawings, description of any special construction, included hardware, POP locations, and any other information regarding the delivery of the connection. Provide detailed description (include drawings and any other information) of how the optional second connection will be delivered and integrate with the primary connection.

E. Provide detailed description of billing and invoicing. Describe how bills will be accessed and payment options.

F. Provide a list of at least three references to include any educational institutions, if applicable, who are currently using or have used these services in the past five (5) years. Include a contact person, phone number and email address.

G. Provide a detailed cost proposal. Include any one-time installation costs for required services and equipment. Include all costs associated to providing the service.

H. Provide any other information that may assist in the evaluation of the services and equipment required herein.

SECTION IV COOPERATIVE PROCUREMENT

This solicitation is being conducted on behalf of other public bodies under the provisions of § 2.2-4304 of the Virginia Public Procurement Act, cooperative procurement, as stated, “a public body may purchase from another public body's contract even if it did not participate in the request for proposal or invitation to bid, if the Request for Proposal or Invitation to Bid specified that the procurement was being conducted on behalf of other public bodies.”

If authorized by the Bidder(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms.

Any jurisdiction using such contracts shall place its own orders(s) directly with the Successful Contractor(s). Suffolk Public Schools acts only as the Contracting Agent and is not responsible for the placement of orders, payment or discrepancies of the participating jurisdictions.

It is the Contractor's responsibility to notify the jurisdictions of the availability of contract(s). Proposers desiring to offer to other jurisdictions under this clause shall so indicate in their response.

SECTION IV SELECTION OF OFFEROR

The School Board will use the competitive negotiation process in selecting the offeror to provide this service. The proposal, as submitted, will be evaluated by the School Board. Two or more offerors deemed as best suited and qualified will be selected for formal and/or informal interviews. Best and final offers may be requested during this time. Selected vendors may be asked to demonstrate their complete program during the evaluation process. Competitive negotiations will be conducted with the top ranked offerors. A contract will be awarded to the top ranked offeror after the completion of competitive negotiations.

If the School Board determines that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and

awarded to that offeror.

During negotiations, the selected firm will be required to demonstrate cost and fees, including labor cost, direct personal expense, overhead, man-hours by category and direct (non-labor) expense in a format prescribed by the School Board.

- A. The School Board reserves the right to reject any or all proposals and will not be liable for any cost incurred in connection with the preparation and submittal for this Request for Proposal.
- B. The School Board reserves the right to award a contract or contracts as may be most advantageous to the School Board. This includes, but not limited to, how the term of this contract is structured.
- C. Notice of Award for this solicitation shall be in writing to the successful offeror and posted on the Suffolk Public Schools Bid Board at 100 N. Main Street, Second Floor, Suffolk VA 23434.
- D. The School Board reserves the right to negotiate the terms of this contract on an annual basis in order to maintain a fair market value and to take advantage of any technological advances during the life of the contract.

SECTION VI TERMS AND CONDITIONS

- A. **INDEPENDENT CONTRACTOR RELATIONS:** Neither the successful offeror, its employees, assignees or Successful Offerors shall be deemed employees of the School Board while performing for the School Board.
- B. **GENERAL PROVISIONS:** Nothing in the agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of services contained herein.
- C. **INVENTIONS & COPYRIGHTS:** The Successful Offeror is prohibited from copyrighting any papers, interim reports, forms or other material and/or obtaining patents on any invention resulting from its performance of the project, except when specific written authorization of the School Board is given. The copyright or patent shall belong to the School Board.
- D. **SHIPPING:** All shipping and handling costs shall be at the expense of the successful offeror.
- E. **TERMS OF AGREEMENT:** It is the intent that the term of this agreement shall begin July 1, 2024 and continue through June 30, 2025. Suffolk Public Schools reserves the right the purchase of additional equipment and services.
- F. **TERMINATION:** The School Board Offeror may terminate the Agreement upon ninety (90)

days written notice to the other party. Upon this termination for convenience, the Successful Offeror shall be paid only for those additional fees and expenses incurred between notification of termination and the effective date of termination that are necessary for curtailment of its work under the Agreement. The parties may mutually agree in writing to an earlier termination.

In the event of a breach by the Successful Offeror of the Agreement, the School Board shall have the right to immediately rescind, revoke, or terminate the Agreement. In the alternative, the School Board may give written notice to the Successful Offeror by specifying the manner in which the Agreement has been breached. If a notice of breach is given and the Successful Offeror has not substantially corrected the breach within ten (10) days of receipt of the written notice, the School Board shall have the right to terminate the Agreement. A waiver of breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement. A violation of any state or federal law or regulation by the Successful Offeror shall be considered a breach of the Agreement.

In the event of rescission, revocation, or termination, all documents and other materials related to the performance of the Agreement shall become the property of the School Board.

This agreement shall be canceled automatically in the event that the local, state or federal government fails to appropriate or allocate sufficient funds or positions for the purpose of continuing the Agreement. This termination shall be complete upon depletion of the previously allocated funds.

- G. **COLLATERAL CONTRACTS:** Where there exists any inconsistency between the Agreement and other provisions of collateral contractual Agreements which are made a part of the Agreement by reference or otherwise, the provisions of the Agreement shall control.
- H. **CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION:** If applicable, upon award, the successful offeror and any employee who will have direct contact with students shall provide certification that (i) he/she has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether he or she has been convicted of a crime of moral turpitude.

Any person making a materially false statement regarding such offense 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.

- I. **NONDISCRIMINATION:** In its performance of the Agreement, the Successful Offeror warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, disability or national origin. The Successful Offeror shall post, in conspicuous places that are available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. In its solicitations or advertisements for employees, whether placed by or on behalf of the Successful Offeror, the

Successful Offeror shall state that it is an equal opportunity employer. Notices, advertisements and solicitations which conform to federal laws, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

Suffolk Public Schools does not discriminate against faith-based organizations.

- J. **DRUG FREE WORKPLACE:** A drug-free workplace is to be maintained by contractor; required provisions – All public bodies shall include in every contract over \$10,000.00 the following provisions:
- K. 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 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 \$10,000.00, so that 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 specific 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.

- L. **APPLICABLE LAWS:** The Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia.
- M. **SEVERABILITY:** Each paragraph and provision of the Agreement is severable from the entire Agreement, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- N. **CONTINGENT FEE WARRANTY:** The Successful Offeror warrants that it has not employed or retained any person or persons for the purpose of soliciting or securing the Agreement. The Successful Offeror further warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon the award or making of the Agreement. For breach of one or both of the foregoing warranties, the School Board shall have the right to terminate the Agreement without liability, or, in its discretion, to deduct the amount of said prohibited fee.
- O. **FINANCIAL RECORDS AVAILABILITY:** The Successful Offeror agrees to retain all books, records, and other documents relative to the Agreement for five (5) years after final payment. The School Board, its authorized agents and/or auditors shall have full access to and

the right to examine any of said materials during this period.

- P. **OWNERSHIP OF DOCUMENTS:** Any reports, studies, photographs, negatives or other documents prepared by the Successful Offeror shall be retained by the Successful Offeror and shall be remitted to the School Board by the Successful Offeror upon completion, termination or cancellation of the Agreement. The Successful Offeror shall not willingly use or allow or cause to have such materials used for any purpose other than performance of the Successful Offeror's obligations under the Agreement without the prior written consent of the School Board.
- Q. **CONFIDENTIAL INFORMATION:** All confidential and proprietary information and data furnished to the Successful Offeror by the School Board shall remain the property of the School Board. The Successful Offeror agrees to retain in confidence, and not to disclose to or use for the benefit of third parties, any information disclosed to the Successful Offeror by the School Board without the School Board's prior written consent. Excluded from the provisions of the Agreement shall be such information as:
1. Information which is in the public domain or which the Successful Offeror can show to have been in its possession independently of and prior to such disclosure by the School Board;
 2. Information which becomes public knowledge after such disclosure, without fault on the part of the Successful Offeror or its employees;
 3. Information made available to the Successful Offeror from a third-party source without any secrecy obligation attaching thereto; and
 4. All information uncovered during an investigation conducted by the Successful Offeror that is required to be reported by the Successful Offeror to appropriate agencies pursuant to local, state or federal statutes (i.e., especially concerning or affecting public health and safety). The Successful Offeror will attempt to notify the School Board prior to any such reporting.
- R. **COMPLIANCE WITH LAW AND STANDARD PRACTICES:** The Successful offeror shall perform its obligations under the Agreement in compliance with any and all applicable federal, state and local laws, rules, and regulations, including applicable licensing requirements, and in compliance with any and all rules of the School Board relative to the premises. The Successful Offeror shall be responsible for obtaining all permits, consents, and authorizations as may be required to perform its obligations.
- S. **TAXES, FEES, CODE COMPLIANCE AND LICENSING:** The Successful Offeror shall be responsible for the payment of any required taxes or fees associated with the Agreement. All work shall be in compliance with all applicable codes, ordinances and permitting requirements.
- T. **COORDINATION OF WORK:** The Successful Offeror shall schedule and coordinate its services with the School Board. Services shall be performed in a professional and timely manner.
- U. **HOLD HARMLESS AGREEMENT:** The Successful Offeror shall indemnify and hold

harmless the School Board and its representatives from and against all losses and claims, demands, suits, actions, payments and judgements arising from personal injury or otherwise brought or recovered against the School Board or its representatives by reason of any act or omission of the Successful Offeror, its agents, servants or employees in the execution of the contracted work.

- V. **INSURANCE:** The Successful Offeror shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the School Board. The School Board will be named on all liability policies and Workers' Compensation policies as "Additional Named Insured" or "Alternate Employer Endorsement" for the proposed work.
- W. **WORKERS' COMPENSATION INSURANCE/EMPLOYERS' LIABILITY INSURANCE:** The Successful Offeror shall obtain and maintain during the life of this Agreement the applicable statutory Workers' Compensation Insurance with an insurance company duly authorized to write such insurance. The Successful Offeror shall obtain and maintain during the life of this Agreement, Employers' Liability Insurance with a limit of \$200,000.00 per accident/injury by an insurance company duly authorized to execute such insurance in the State of Virginia.
- X. **PUBLIC LIABILITY INSURANCE:** The Successful Offeror shall maintain during the life of this Agreement such Public Liability Insurance as shall protect him/her against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from operations under this Contract whether such operations be by himself/herself or his/her employees.
- Y. **CERTIFICATE OF INSURANCE:** The Successful Offeror shall furnish the School Board with two (2) copies of certificate of insurance evidencing policies required. The Successful Offeror shall not change any required insurance during the life of this Agreement unless notice of any such change in coverage is given in writing by the Successful Offeror to the School Board at least fourteen (14) calendar days prior to their having any such change in coverage.
- Z. **RIGHT TO CURE:** Suffolk Public Schools requires that suppliers meet all terms and conditions of its solicitations. Repeated violations of contractual terms may result in the determination that the supplier has substantially breached the contract. In this case, depending on the severity of the violations, Suffolk Public Schools reserves the right to cancel the contract with or without a cure period. This period of time, depending on the nature of service issues, will be allowed at the sole discretion of Suffolk Public Schools.
- AA. **STATE CORPORATION COMMISSION ID NUMBER:** Any bidder or offeror organized or authorized to transact business in the Commonwealth of Virginia shall provide as a part of their bid documentation the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in

the Commonwealth as a foreign business entity under title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. No award will be made without this information.

SCC ID # (or justification)

- BB. SUSPENSION/DISBARMENT:** The offeror certifies that during the term of an award for all contracts by Suffolk Public Schools resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any agency at the federal, state, or local levels.