



CAROLINE COUNTY SCHOOL BOARD

16221 Richmond Turnpike, Bowling Green, VA 22427

Phone: (804) 633-5088; Fax: (804) 633-5563

www.ccps.us

Gregory N. Killough, Superintendent of Schools

REQUEST FOR PROPOSAL INFORMATION TECHNOLOGY SUPPORT SERVICES

RFP #	02262012
Issued Date:	April 16, 2012
Title:	IT Support Services
Period of Contract:	July 1, 2012 through June 30, 2014 with three (3) twelve (12) month renewal options
Proposal Due:	May 7th, 2012 at 2:00 p.m. local prevailing time

Sealed proposals, subject to the conditions and instructions contained herein, will be received and time stamped at Caroline County School Board, Attention Purchasing - Proposal Receipt, 16221 Richmond Turnpike, Bowling Green, Virginia, 22427 no later than the due date and hour shown above (local prevailing time) for furnishing the goods/services described herein. Any proposal received after the announced date and time of opening, whether by mail or otherwise, will not be considered and returned unopened. Submission of proposals electronically or by facsimile will not be accepted.

All inquiries should be direct to:

Caroline County School Board
Attn: Lifen Zhou, Purchasing Officer
16221 Richmond Turnpike
Bowling Green, VA 22427
Telephone: 804-633-5088
Fax: 804-633-5563, e-mail: lzhou@ccps.us

Questions and comments regarding this RFP must be received in writing no later than April 27, 2012 at 2:00 p.m.

AN ORIGINAL AND FOUR (4) COPIERS OF YOUR SUBMITTAL ARE REQUESTED.

This form must be signed in blue or black ink, as well as any subsequent addenda, and all pages returned in an opaque, sealed envelope with the proposal name, proposal number, and the date and time of the submittal deadline clearly marked on the outside of the envelope. On the original submittal, all signatures must be original and not photocopies. For the four (4) copies of the submittal, photocopied signatures are acceptable.

In compliance with this Request for Proposals and subject to all the conditions thereof, the undersigned offers and agrees, if this proposal is accepted within one hundred twenty (120) calendar days from the date of opening, to furnish any or all of the goods/services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiations. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this proposal, and is authorized to contract on behalf of firm named below.

THIS PROPOSAL RESPONSE IS SUBMITTED BY:

Signature of Authorized Offeror

Print or Type Name

Date

Title

Full Legal Name of Offeror (Company)

Address

TABLE OF CONTENTS

1. INTRODUCTION	3
2. BACKGROUND INFORMATION	3
3. PRE-PROPOSAL CONFERENCE	3
4. SERVICES REQUIRED	4
4.1. General Requirements	4
4.2. Service Requirements	4
4.3. Staff Requirements	6
5. SUBMISSION REQUIREMENTS	7
5.1 Specific Requirements	7
5.2 General Requirements	10
6. EVALUATION CRITERIA	12
7. GENERAL TERMS AND CONDITIONS	13
8. SPECIAL TERMS AND CONDITIONS	13
9. ATTACHMENTS	14
A: General Terms, Conditions and Instructions to Offerors.....	15
B: Sample Contract.....	24
C: Proprietary/Confidential Information Identification Form.....	25
D: Certification of Contractor.....	26
E: Vendor Information Form.....	27
F: Compliance with Virginia Law for Transacting Business in Virginia.....	29
G: Information Technology Standards.....	30
H: Computer Systems Locations.....	33

REQUEST FOR PROPOSAL

INFORMATION TECHNOLOGY SUPPORT SERVICES

1. INTRODUCTION

Caroline County Public Schools (CCPS) is requesting proposals from qualified, professional technology vendors for Information Technology Support Services. The qualified vendor will provide necessary technical services, which will enable CCPS to:

- Protect and secure its technology facilities
- Ensure the efficient operation of its data processing networks and related computer systems in its defined user community
- Enhance its quality of service for departments defined in the enclosed schedules
- Minimize the spending and maximize the ROI for investment in technology

The ideal vendor will resolve computer systems and network issues in accordance with standard and acceptable maintenance and support benchmarks. The successful vendor will organize HELP DESK service calls efficiently and to ensure that there is NO significant computer downtime during normal working hours, generally 7:30a.m. to 4:30p.m., Monday through Friday, excluding holidays. The vendor will report on status of technology issues and communicate effectively with CCPS IT department, Technology Committee, and administrators.

2. BACKGROUND INFORMATION

The CCPS is currently using an outside vendor service to provide maintenance and support on an as needed basis for its user community. The vendor will report to the Superintendent or his/her designee(s). Since 2008, DominionTek, Inc. has been providing IT support service for CCPS supporting over 4000 students and 600 employees. Current contract expires after June 30, 2012.

Attachment G provides more technology infrastructure information.

3. PRE-PROPOSAL CONFERENCE

A non-mandatory Pre-proposal Conference and Site visit is scheduled for April 23, 2012 at 1:00 p.m. in the School Board Conference Room, 2nd Level, 16221 Richmond Turnpike, Bowling Green, VA 22427. The purpose of the Pre-proposal conference is to allow Offerors an opportunity to present questions and obtain clarification relative to any facet of this RFP and visit the site.

This will be the Offerors' only opportunity for a site visit. Due to the importance of all Offerors having a clear understanding of the scope of work and requirements of this RFP, attendance at this conference and the walk through/site visit is strongly encouraged.

Please bring a copy of this RFP to the conference. Any material RFP changes resulting from this conference will be issued in a written addendum to the solicitation.

Failure to attend the pre-proposal conference and/or review the site will not prohibit Offeror from submitting a proposal; however, the Offeror is responsible for ascertaining conditions at the site and claims, as a result of failure to inspect the job site, will not be considered.

4. SERVICES REQUIRED

4.1. General Requirements

- 4.1.1. Services to be provided are staff augmentation. Staff augmentation will be based on a 2080 hour work year for each Desktop Support Technician, and Systems Engineer.
- 4.1.2. The vendor will be required to use CCPS systems and applications to effectively support this contract. These systems include but are not limited to operating system and application deployment tools, asset management systems, service ticket systems, email, collaboration, and file and print systems.
- 4.1.3. CCPS has defined four service ticket priority classifications and our expected response times.
 - 4.1.3.1. Priority 1 response times are based on 24x7 hours; all other priority response times are based on standard business hours (7:30 a.m.-4:30 p.m. Monday-Friday). Increased priority is assigned by district administrative staff. It is important that all schools are functioning properly every school day. Priority 1 service tickets are defined as an unplanned system outage that affects many employees district-wide or an entire department and prohibits production processing. The district's target is to acknowledge these tickets within 30 minutes. Management is notified when a priority 1 service ticket is logged. These tickets are worked 24x7 until resolved unless approved by the CCPS IT Department. To acknowledge morning tickets, a member of the vendor's support staff should be on-site at 7:00 a.m. Monday-Friday, excluding holidays. Examples of Priority 1 service tickets are Internet outage, WAN outage, critical router outage, wide spread virus outbreak.
 - 4.1.3.2. Priority 2 service tickets are defined as a small scale system outage affecting some employees but not an entire department or the organization. The district's target is to acknowledge these tickets within 60 minutes and resolve them within 9 hours or the same business day whenever possible. Examples of Priority 2 service tickets are switch breaks, lab off-line, and departmental server crashes.
 - 4.1.3.3. Priority 3 service tickets are defined as a service outage or a functional problem affecting one employee. The district's target is to acknowledge these tickets within 3 hours and resolve them within 3 business days. Examples of Priority 3 service tickets are software installation, and mal-ware removal.
 - 4.1.3.4. Priority 4 service tickets are defined as scheduled work that needs to be performed. The district's target is to acknowledge these tickets within one business day and resolve them within 10 business days. Examples of Priority 4 service tickets are SOL testing preparations, and projector filter cleaning.

4.2. Service Requirements

This section summarizes the services to be provided to CCPS in this RFP. CCPS is looking for a maintenance and support program to be designed under two major categories. These categories are PREVENTIVE MAINTENANCE and AS NEEDED MAINTENANCE, to accommodate departmental computer system activities and user equipment performance. CCPS expects the vendor proposal to define, in detail, the approach to be used in the above categories. Distinction of time and material costs for these efforts are important to billing CCPS and future budget considerations.

4.2.1. Initial Assessment

Review of the inventory, assessment of the system architecture and equipment for efficiency, life expectancy, capacity, speed, and current processes, and make recommendations for improving routine support criteria and eliminating emergency maintenance situations. A report of this initial assessment shall be submitted by July 1, 2012 and each July 1st as long as the contract is in force. This is to allow for necessary budget planning for the upcoming year.

4.2.2. Desktop Application Support

Performance of basic support functions, including the installation of PC's, laptops, PDA's, printers, peripherals, and office software; diagnosis and correction of desktop application problems, configuring of PC's and laptops for standard applications; identification and correction of user hardware problems, with advanced troubleshooting as needed; maintenance of an updated inventory of all related computer related hardware, to make available to CCPS upon request; and implementation of HELP DESK procedures under policy constraints of the successful vendor.

4.2.3. Server and Workstation Administrative Services

Management of networks and computer systems, including complex applications, databases, messaging, servers and associated hardware, software, communications, and operating systems, necessary for performance, security, reliability, and recoverability of the systems.

Scheduling of preventive maintenance for equipment in the areas of coverage is properly and promptly performed; maintenance of records for all HELP DESK tickets for both on- site visits and telephone support is available; development of operations and quality assurance for backup plans and procedures are being followed.

Configuration management, including changes, upgrades, patches, etc. is maintained; management of user login's and password security is documented; and support of software products relating to servers and workstations; timely response to repair and maintenance work for the user.

4.2.4. Network Administration Services

Maintenance and support of network equipment, including switches, firewalls, routers, and other security devices is included.

Installation and maintenance of printers, scanners, network devices et al; analysis, routine configuration changes, and installation of patches and upgrades; minor cabling if needed; alert notifications in case of failure of equipment.

Proactive monitoring of network equipment, including performance indicators to report on threshold limitations; network performance and capacity management services; continuous troubleshooting are required.

Maintenance of network documentation for daily, weekly, and monthly services is required.

4.2.5. Network Monitoring Services

The vendor must provide a system that constantly monitors our computer network

for slow or failing components and that notifies the network administrator and IT staff (via email, pager or other alarms) in case of outages.

The system must be able to monitor the different functions involved in network management.

The system must be able to monitor from within the district, and from outside the district network. This is to prevent notification silence during an Internet outage.

4.2.6. Email, Security and Backup Efforts

Maintenance of CCPS email accounts using CCPS domain, adding, changing, and/or deleting CCPS employee accounts as requested; maintenance of virus detection programs on CCPS servers and user computers and laptops; performance of periodic security audits, including notification of suspected breaches of security to the CCPS designated person are required.

Configuration of CCPS systems to enable remote access in a secure environment, with provisions for remote access administration, as requested by CCPS Designee is required.

Requirements for a data backup policy, with procedures in place to handle daily, weekly, and monthly backup of the computer, data and information, email, and the like; program to restore systems and data if servers and/or computers go down, are required.

4.2.7. Management Support

Weekly Meetings: The vendor will be required to meet with the Superintendent or his/her designee(s), at a minimum, on a weekly basis to discuss contract performance, changes in the industry, address issues, and adjust standards accordingly.

On-line Testing Meetings: The vendor will be required to meet with the district network administrator, district testing director, and district testing coordinators, to discuss testing preparations and address any issues.

4.2.8. Planning

Engineering, planning, and design services for major system enhancements and/or upgrades to existing systems; recommendations for future purchasing and technology needs, when requested or necessary.

Installation of new equipment, software, and transfer existing data when acquired, will be needed.

4.2.9. Not Included

The contract to be awarded does not obligate CCPS to purchase computer equipment, hardware devices, cabling, licenses, software et al from the successful vendor.
Replacement parts are not part of this contract.

4.3. Staff Requirements

4.3.1. Emergency Staffing Requirements

The vendor need to propose a solution to rapidly increase staffing levels to

address short-term emergencies at no extra cost. These emergencies include but are not limited to large scale equipment outages, virus outbreaks, lightening strikes, buildings damaged by fire or water, etc.

4.3.2. On-Site Staffing Requirements

- 4.3.2.1. Staffing levels will be maintained by the vendor in order to assure that CCPS' advertised ticket response time (see section 4.1.3) and ticket resolution times are met.
- 4.3.2.2. CCPS reserves the right to reject service personnel who in our judgment are not qualified to perform the work or who do not conduct themselves in a professional manner.
- 4.3.2.3. Current industry technical certifications (MCDST, A+, Network+) will be required for Desktop Support Technicians. The System Engineer is expected to possess industry certifications such as the Microsoft MCSE, MCITP, CNE, or CCNA.
- 4.3.2.4. Soft skills training will may be required such as Quality Customer Service Delivery, Dealing with Difficult Customers, Conflict Resolution, etc. CCPS will work with The vendor to tune these requirements over the life of the contract to benefit both the vendor and CCPS.
- 4.3.2.5. Present a plan to address the issue of back filling service positions for routine events such as vacations, sickness, etc. The district desires to create a log of such absences and how positions were filled.
- 4.3.2.6. All software licensing for the vendor staff desktop/laptops will be the responsibility of the CCPS.
- 4.3.2.7. The vendor need to review the offices provided for their on-site staff to ensure they allow for efficient and effective work processes. CCPS will work with the vendor to provide everything necessary to enable the business including computers, printers, software licensing, etc.
- 4.3.2.8. The vendor must inform CCPS of changes with the vendor's company that may impact our service delivery.

5. SUBMISSION REQUIREMENTS

CCPS is requesting that the proposal submitted address the subjects with specificity. We are looking for content, organized effort, and solution-oriented procedures. The goal is a secure, smooth operating, efficient process, and effective informational technology system.

Due to the nature of this proposal, it is requested that each proposal be brief and to the point and consist of no more than ten pages. Each proposal shall provide the following information:

5.1 Specific Requirements

- 5.1.1 Offerors are required to submit four (4) complete hard copy proposal packages consisting of one (1) original (clearly marked as such on the cover of the proposal package) and three (3) copies of each proposal to include the information and format described herein.

- 5.1.2 In addition to the hard copies, each Offeror shall submit a searchable, indexed PDF copy of their complete Proposal to CCPS within two (2) business days AFTER the Proposal due date and time. The file name of the PDF(s) shall include the RFP number, Firm's name, date of Proposal, and be emailed only to CCPS's lzhou@ccps.us. In lieu of an emailed copy, the Offeror may submit a clearly labeled CD.
- 5.1.3 The hard copy proposal shall be the Offeror's "official" Proposal and shall meet all requirements for submission by the due date and time specified herein. The PDF copy (emailed or CD) will not be accepted in lieu of the hard copy Proposal(s).
- 5.1.4 Submit proposals in the order outlined below. Each section should be separated by tabs, clearly labeled, and with pages numbered.

Title Page

Include the RFP number, RFP name, name of Offeror, address, telephone number, and date of preparation. Provide name, telephone number and email address of person to contact regarding proposal questions or issues.

Table of Contents

Indicate the material included in the proposal by section, including all items set forth below. All pages are to be numbered and indicate Offeror's name.

Tab 1. Signed Offer

First Page of this RFP, completed & signed in ink by person authorized to bind the company. Attachments should include any RFP Addenda (dated & signed), and completed & signed Attachment C, D, F and their supporting document, if applicable.

Tab 2. Executive Summary/Overview (No more than five (5) pages - To Include:

1. Cover Letter on company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal.
2. A statement that the Offeror meets the minimum pre-qualification requirements listed in Section V "Pre-Qualification".
3. A brief history of the firm, including number of years in business and size of firm. State the location of the office from which the work is to be performed. Identify any other business names, including DBAs used by firm within the past ten (10) years, if applicable.
4. Offeror's understanding of goods/services sought through this RFP, an explanation of how the Offeror would provide these goods/services, and a description of the underlying philosophy of the Offeror in providing the services.
5. Identification of a primary point and/or contract/project manager who will work with CCPS during the term of any contract.

Tab 3. Qualifications/Experience – Include the following:

1. **The Offeror's Qualifications/Experience** - Describe the Offeror's qualifications and

ability to fulfill the services required, documented success and direct experience in similar projects. Include the number of years providing services specific to the subject matter of this RFP, identify the number of employees at relative grades and/or positions, and employee turnover rate during the last five (5) years.

Describe specific engagements, projects or other experience that is relevant to completing the required deliverables. Identify in-house capabilities to perform the services and indicate the number of partners, managers, supervisors, and other professional staff employed at that office who will work on the project along with an organization chart. Include experience in working with other municipal projects. What level of education, standards, certifications, other measures are used to assure consistent quality of services provided.

List any applicable awards, licenses, certifications relevant to this RFP.

2. **The Proposed Project Team** – Identify key personnel, staff, associates and any material subcontractors to be engaged by Offeror for any resultant contract under this RFP, provide names, qualifications, direct work experience, and description of proposed work responsibilities. Include the organizational structure of the team (including subcontractors). Include resumes of proposed staffing resources describing experience and technical skills particularly associated with the work to be provided hereunder. Include active certifications, if applicable.

Tab 4. The Work Plan– Include information that communicates how you would fulfill the requirements of a contract resulting from this RFP.

1. A brief statement of the Offeror’s understanding of the project’s Scope of Work to include a narrative describing the technical approaches, proposed project approach and methodology for executing the work and an awareness of any difficulties of this engagement and a plan for surmounting them.
2. Include any recommend best practice approaches to providing services to CCPS that may enhance efficiency and effectiveness as well as innovative solutions, and/or recommended optional services not specifically outlined in the Scope of Work or other requirements that might be of benefit to CCPS.
3. An assessment and prospectus that describes the nature and breadth of the service and Level of Service proposed for each numbered item in Section XXXII, Attachment A, Section 2. “Introduction and Scope of Work”.
4. A written Problem Escalation Procedure (PEP), which addresses the steps to be taken in the event that a repair is not completed within a reasonable amount of time, and which is responsive to and consistent with the written agreement that is part of this RFP and which will be entered into by the parties.

Tab 5. Cost Proposal / Pricing Information

1. The Offeror will submit a total proposal cost along with a breakdown of major line item cost components such as hourly labor rates, consulting fees, expenses (if any), etc.
2. The Price Schedule/Proposal will include :
 - a. Annual pricing for delivery of the contractual services as stated in Section 4

- Services Required;
- b. Menu of fixed rates for optional services available from the Offeror;
3. Offerors should note that when identifying contract fees and/or hourly rates, if applicable, CCPS expects the following will apply and be included in any resultant contract:
- a. Job classifications and fixed hourly rates are to be those of based on the contract fees and hourly rates.
 - b. Known sub-contractor's fees and hourly rates are to be included.
 - c. Labor rates shall include all direct and indirect overhead costs including but not limited to transportation, general and administrative cost, etc. Labor rates will be paid on the basis of time at the site, unless otherwise agreed.
4. All fees, charges, and prices shall be inclusive of travel and other expenses required to perform the work. Any out of pocket expenses not included in the proposal prices, fees, and/or charges shall be identified, itemized and included with the proposal.
5. In addition, CCPS is also looking at the scenario of a staff augment team. Provide a quote for the annual cost of providing a team of one system engineer and four desktop support technicians with the following desired certifications. Cost should be itemized to reflect direct labor cost and indirect overhead cost mentioned above.
- a. Four desktop support technicians. Desired certifications for the desktop support technicians are CompTIA A+, CompTIA Network+ , and similar/equivalent. Certifications should be detailed in proposals along with any other qualifications and experience.
 - b. One system engineer. Desired certifications for the system engineer are Microsoft MCITP-EA, Cisco CCNA, VMWare VCP, and similar/equivalent. Certifications should be detailed in proposals along with any other qualifications and experience.

Tab 6. Vendor Information Form

Complete and sign Attachment E.

Tab 7. Appendices

Offerors who wish to submit additional material that will clarify their response may submit optional attachments.

5.2 General Requirements

- 5.2.1 Proposals shall be placed in a sealed, opaque envelope, and clearly marked in the lower left-hand corner with the RFP number, RFP title, and the date/time proposals are scheduled to be received. Proposals are to be submitted by mail, courier, or delivered in person **ONLY** to:

Attn: Purchasing Office
Caroline County Public Schools
16221 Richmond Turnpike
Bowling Green, Virginia 22427 / (804) 633-5088

- 5.2.2 CCPS is open for the receipt of proposal from 8:30 a.m. until 4:30 p.m., Monday through Friday (excluding holidays). CCPS is not responsible for deliveries attempted outside of these time periods or misdirected to other offices.
- 5.2.3 The time of receipt shall be determined by the time the hard copy proposal is signed in at the Purchasing Office. Offerors are solely responsible for ensuring that their proposal is stamped by Purchasing Office.
- 5.2.4 **Any proposal received after the proposal due date and time as detailed on the first page of this solicitation whether by mail or otherwise, will not be accepted or considered.** The time of receipt shall be determined by the time the proposal is signed in at the Purchasing Office. Offerors are solely responsible for ensuring that their proposal is stamped by Purchasing Office personnel by the deadline indicated.
- CCPS is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, the intra-City mail system or delivery by other means. Offerors are solely responsible for ensuring that their proposal is received and stamped by Purchasing Office personnel by the deadline indicated.
- 5.2.5 See paragraph 5.1.2. above for information on submission requirements for the PDF copy of the Proposal.
- 5.2.6 CCPS, and its officers, employees or agents will not be responsible for the opening of a proposal envelope or package prior to the scheduled opening if that envelope or package is not appropriately sealed and marked as specified.
- 5.2.7 If CCPS declares administrative leave, scheduled receipt of proposals will be extended to the next business day after which administrative leave has been canceled.
- 5.2.8 Oral proposals or proposals delivered by electronic means such as facsimile and e-mail are not allowed and proposals so delivered will not be considered.
- 5.2.9 Questions regarding this solicitation must be in writing and received by no later than April 27, 2012. No inquiries, if received after April 27, 2012, will be given any consideration. Any material interpretation of a specification, as determined by the Purchasing Agent, will be expressed in the form of an addendum which will be sent to all prospective Offerors and/or posted on the eVA no later than three (3) days before the date set for receipt of proposals. Oral answers will not be authoritative.
- 5.2.10 **Offerors are solely responsible for checking CCPS to insure that they have the most current information regarding the RFP.**
- 5.2.11 All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror. Carelessness in quoting business terms (i.e. prices), or in preparation of the proposal will not relieve the Offeror. When an error is made in extending total prices, the unit price will govern. Offerors are cautioned to recheck their proposals for possible error. Errors discovered after negotiation cannot be corrected, and the Offeror will be required to perform if its proposal is accepted.
- 5.2.12 Conditional proposals are subject to rejection in whole or in part.

5.2.13 Under no circumstances shall an Offeror, whose proposal has not been awarded, be entitled to any claim for compensation under this solicitation.

5.2.14 Any vendor wishing to make comments concerning specifications or other provision of this Request for Proposal, may do so by submitting such comments in writing to Lifan Zhou, Purchasing Officer, no later than April 27, 2012, at 2:00 p.m.

6. EVALUATION AND AWARD CRITERIA

- 6.1 Each proposal will be evaluated for full compliance with the RFP instructions to the offerors and the mandatory terms and conditions set forth within the RFP document. The objective of the Evaluation Committee is to recommend the contractor who is most responsive to the herein-described needs of CCPS. The proposals shall be evaluated by CCPS using the following criteria:

<i>Criteria</i>	<i>Points</i>
Meets the RFP requirements as written	25
Proposers or Proposers Team strength and experience	25
Small, Minority, or Women-Owned Business Participation	5
Overall total pricing	40
Thoroughness of proposal, supporting details, and timeline	5
Total	100

- 6.2 In addition to evaluating the Offeror's proposal as submitted, CCPS may make such reasonable investigations and evaluations as deemed proper and necessary to determine the ability/capability of the Offeror to perform the services/furnish the goods. Such investigations may include checking client references, the Offeror's fiscal responsibility (current Dunn and Bradstreet "Business Information Report", other equivalent independent study, or audited financial statements, etc.); on-site visitations to inspect and/or assess the Offeror's physical facilities and other capabilities; documentation that Offeror is licensed under applicable laws of the Commonwealth of Virginia; certification of other Offeror claims; and/or contract references. The Offeror agrees to cooperation and shall furnish to CCPS all such reasonable information/data and/or access for this purpose as may be requested. CCPS further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy CCPS that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- 6.3 If in CCPS's opinion, clarifications or presentations of the Offeror's proposed services and/or goods' features and capabilities are warranted for the purpose of obtaining additional information or clarification, CCPS will notify the appropriate Offerors. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session and may or may not include the opportunity for initial negotiations should CCPS so determine. Oral presentations are strictly at the option of CCPS and may or may not be conducted. Therefore, proposals should be comprehensive, competitive and complete.
- 6.4 Selection will be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request

for Proposals. Negotiations will be conducted with the offerors so selected. Price will be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, CCPS will select the offeror which, in its opinion, has made the best proposal, and will award the contract to that offeror.

- 6.5 CCPS may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should CCPS 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. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

7. GENERAL TERMS AND CONDITIONS

By submitting a response to this solicitation, the Offeror is subject to the General Terms, Conditions and Instructions to Offerors included in Attachment A.

8. SPECIAL TERMS AND CONDITIONS

Contract Period and Renewal Options:

If a contract is awarded, it will cover the target period from date of award through an estimated two (2) year period ending on June 30th ("initial term") or as otherwise negotiated and noted in the contract.

CCPS reserves the right to renew the contract upon the same terms, and conditions at the expiration of its initial term for up to three (3) additional years in one, or multiple year successive increments, except as otherwise provided herein, contingent upon availability of funds for the purpose and the needs of CCPS. Contract renewals must be authorized by and coordinated through CCPS Purchasing Department. The intended total contract engagement is not intended to exceed five (5) years.

Notice of intent to renew may be given to the Contractor in writing by CCPS, normally sixty (60) days before the expiration date of the current contract. Failure to give such notice will not constitute a breach of this contract. This notice will not be deemed to commit CCPS to a contract renewal.

Contractor shall notify CCPS, in writing, at least ninety (90) days prior to the then current contract period expiration if Contractor intends not to extend the contract term.

CCPS may extend the term of an existing contract for goods/services to allow completion of any work undertaken but not completed during the original term of the contract.

NON-APPROPRIATION OF FUNDS - All funds for payments by CCPS for goods/services under contract are subject to the availability of general or specific annual appropriation for this purpose by CCPS, as applicable. In the event of non-appropriation of funds by CCPS for the goods/services provided under contract, CCPS will terminate the contract, without termination charge to CCPS, on June 30th of the then current fiscal year or when the appropriation made for the then current year for the goods/services covered by the contract is spent, whichever event occurs first.

Confidentiality of Information:

The Contractor certifies that information and data obtained as to facts and circumstances related to CCPS shall be held confidential during and following the term of this Contract and will not be divulged without CCPS's written consent, except to the Contractor's attorneys, consultants, and advisors and unless otherwise required by law.

Standards of Conduct:

All work shall be performed in accordance with CCPS's acceptable codes of conduct with particular sensitivity to rights and requirements regarding students and faculty. This requirement specifically includes guidelines listed in employee handbooks and other policy documents as issued by the CCPS.

Cancellation of Contract:

CCPS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon ten (10) days written notice to the Contractor. Any Contract Cancellation Notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

9. ATTACHMENTS

- Attachment A: General Terms, Conditions and Instructions to Offerors
- Attachment B: Sample Contract
- Attachment C: Proprietary/Confidential Information Identification Form
- Attachment D: Certification of Contractor
- Attachment E: Vendor Information Form
- Attachment F: Compliance with Virginia Law for Transacting Business in Virginia
- Attachment G: Information Technology Standards
- Attachment H: Computer Systems Locations

ATTACHMENT A

GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS TO OFFERORS

(Revised 7/28/10)

These General Terms and Conditions shall apply to all purchases and be a part of every contract awarded by CCPS unless otherwise specified in writing. Offerors, or their authorized representatives, are expected to inform themselves fully as to the conditions, requirements and specifications before submitting proposals. Failure to do so will be at the Offerors own risk and except as provided by law, relief cannot be secured on the plea of error.

The General Terms are subject to all Federal, State, and local laws, policies, regulations and rules. Proposals issued by CCPS will bind Offeror's to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. Compliance With All Requirements Including Ethics In Public Contracting:

The provisions contained in Virginia Code Sections 2.2-4367 through 2.2-4377, the Virginia Public Procurement Act, shall be applicable to all contracts solicited or entered into by CCPS.

The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (Title 2.2, Chapter 31 of the Virginia Code), the Virginia Governmental Frauds Act (Title 18.2, Chapter 12, Article 1.1 of the Virginia Code) and prohibitions against bribery and related offenses (Title 18.2, Chapter 10, Articles 2 and 3 of the Virginia Code). The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

The Contractor shall comply with all applicable Federal, State and Local laws, codes and regulations. The Contractor shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

2. Acceptance Of Material:

The material and/or services delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of CCPS and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event that material and/or services supplied to CCPS is found to be defective, or does not conform to specifications, CCPS reserves the right to cancel the order upon written notice to the seller and return product to the seller at the seller's expense.

3. Anti-Discrimination:

By submitting their offers, Offerors certify that they will conform to the provisions 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 Section 2.2-4311 of the Virginia Public Procurement Act.

3.1 In every contract over \$10,000, the Contractor agrees as follows:

3.1.1 The Contractor will 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.

3.1.2 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.

3.1.3 Notices, advertisements, and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

3.2 The Contractor will include the provisions of 3.1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

4. **Immigration Reform And Control Act Of 1986:**

By submitting their offers, the Offerors certify that they do not and will not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

5. **Debarment Status:**

By submitting their offers, Offerors certify that they are not currently debarred from submitting proposals on contracts in the Commonwealth of Virginia for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

6. **Antitrust:**

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the CCPS all rights, title, and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by CCPS under said Contract.

7. **Payment:**

To Prime Contractor:

Invoices for items ordered, delivered, and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number; social security number (for individual contractors) or the federal employee identification number (for proprietorships, partnerships, and corporations).

Any payment terms requiring payment in less than forty five (45) days will be regarded as requiring payment forty five (45) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than forty five (45) days, however.

All goods or services provided under this Contract or purchase order, that are to be paid for with public funds. This contract is subject to cancelation or postponement based upon availability of funding.

The following shall be deemed to be the date of the payment: the date of postmark in all cases where payment is made by mail or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

Unreasonable Charges: Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such

cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, CCPS shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within forty five (45) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, Section 2.2-4363).

To Subcontractors:

A Contractor awarded a Contract under this solicitation is hereby obligated:

To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from CCPS for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or

To notify CCPS and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of CCPS.

8. Required Contractor Certification Relating To Background Checks:

The Contractor shall provide written certification that states that no employee or representative of the Contractor who will have direct contact with students on school property during regular school hours or during school sponsored activities has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Such certification shall be provided to the Owner prior to awarding the Contract.

9. Qualifications Of Offerors :

CCPS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offerors to perform the services/furnish the good(s) and the Offerors shall furnish to CCPS all such information and data for this purpose as may be requested. CCPS reserves the right to inspect Offerors' physical facilities prior to award to satisfy questions regarding the Offerors' capabilities. CCPS further reserves the right to reject any offer if the evidence submitted by, or investigations of, such Offerors fails to satisfy CCPS that such Offerors is properly qualified to carry out the obligations of the Contract and to provide the services/furnish the goods contemplated herein.

10. Testing And Inspection:

CCPS reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

11. Assignment Of Contract:

A Contract shall not be assignable by the Contractor in whole or in part without the prior written consent of CCPS.

12. Availability of Funds:

It is understood and agreed between the parties herein that CCPS shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

13. Clarification Of Terms:

If any prospective Offerors has questions about the specifications or other solicitation documents, the prospective Offerors should contact CCPS whose name appears on the face of the solicitation no later than the date/time listed on page 1 of the solicitation for the receipt of questions. Any revisions to the solicitation shall be made only by addendum issued by CCPS.

14. Changes To The Contract - Changes can be made to the Contract in any of the following ways:

15.1 The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.

15.2 CCPS may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include but are not limited to things such as services to be performed, the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give CCPS a credit for any savings. Said compensation shall be determined by one of the following methods:

15.2.1.1. By mutual agreement between the parties in writing; or

15.2.1.2. By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to CCPS's right to audit the Contractor's records and/or to determine the correct number of units independently; or

15.2.1.3. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present CCPS with all vouchers and records of expenses incurred and savings realized. CCPS shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to CCPS within forty five (45) days from the date of receipt of the written order from CCPS. If the parties fail to agree on an amount of adjustment the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by Section 6.1. Neither the existence of a claim nor a dispute resolution process, litigation, or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by CCPS or with the performance of the Contract generally.

15. Contractual Claims:

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. Any notice or claim shall be delivered to the Superintendent of Schools, Caroline County School Board, 16221 Richmond Turnpike, Bowling Green, Virginia 22427, and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief

requested. The Superintendent of Schools shall render a decision on the claim and shall notify the Contractor within 30 days of receipt of the claim. The Contractor may appeal the decision of the Superintendent of Schools to the School Board by providing written notice to the Superintendent of Schools, within 15 days of the date of the decision. The School Board shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Contractor appeals the decision in accordance with the Virginia Public Procurement Act and any other applicable requirements. Invoices for all services or goods provided by the Contractor shall be delivered to the School Board no later than 30 days following the conclusion of the work or delivery of the goods.

16. Default Provision:

In case of default by the Offeror, the declaration of which shall be at the sole discretion of CCPS. CCPS may procure the articles or services from other sources. The defaulting Offeror shall be liable for any and all costs in excess of the contract price resulting from such default, whether directly or indirectly.

17. Taxes:

CCPS is exempt from Federal Excise and State Sales and Use Tax on all tangible personal property purchased or leased by it for its use or consumption. The Contractor shall pay all County, City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between CCPS and the Contractor, as the taxes shall be an obligation of the Contractor and not CCPS, and CCPS shall be held harmless for same by the Contractor. Exemption certification will be supplied upon request.

18. Use Of Brand Names:

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which CCPS, in its sole discretion, determines to be equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offerors is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts, and technical details to enable CCPS to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring an offer non-responsive. Unless the Offerors clearly indicates in its offer that the product offered is an “**equal**” product, such offer will be considered to offer the brand name product referenced in the solicitation.

19. Delivery:

All items shall be delivered F.O.B. destination, with delivery costs (including inside delivery when specified) and charges included in the proposal price. Failure to do so may be cause for rejection of proposals. The School Board reserves the right to cancel any orders, or any part thereof, without obligation, if delivery is not made on the time specified in the proposals.

20. Indemnification:

To the fullest extent permitted by law, the Contractor, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify the School Board, and all of its officials, agents and employees (collectively, the “School Board”) from and against any and all claims, loss, damage, injury, costs (including court costs and attorney’s fees), charges, liability or exposure,

however caused, resulting from, arising out of or in any way connected with the Contractor's performance (or nonperformance) of the agreement terms or its obligations under this agreement.

21. Insurance:

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the Contract, it will have the following insurance coverage at the time the contract is awarded. For construction Contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with Section 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The Offerors further certifies that the contractor and its subcontractors will maintain this insurance coverage during the entire term of contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporate Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

Workers' Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contracts who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

Employers Liability -- \$100,000.

Commercial General Liability -- \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. CCPS must be named as an additional insured and so endorsed on the policy.

Automobile Liability -- \$1,000,000 per occurrence.

22. Drug-Free Workplace:

By submitting their proposal, the Offeror shall in accordance with Section 2.2-4312 of the VPPA agree to maintain a drug-free workplace.

In every contract over \$10,000 provisions 20.1-20.4 below shall apply. During the performance of this contract, the Contractor agrees to

- 23.1 Provide a drug-free workplace for the contractor's employees.
- 23.2 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.
- 23.3 State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.
- 23.4 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 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 use of any controlled substance or marijuana during the performance of the

contract.

23. Method Of Payment

The contractor will be paid on the basis of invoices submitted for services rendered during the previous month. Payment will be net forty-five (45) days from receipt, and approval, by an authorized CCPS official, upon satisfactory completion of delivery. Payment shall be made after satisfactory performance of the contract in accordance with all the provisions thereof and upon receipt of a properly completed invoice. CCPS reserves the right to withhold any or all payments or portions thereof for contractor's failure to perform in accordance with the provisions of the contract or any modifications thereto.

Invoices shall be received by CCPS within 30 days after completion of the work/delivery of goods. Invoices shall include the appropriate contract purchase order number, invoice date, services date, description of the service rendered and/or goods delivered, qualities, the contract unit price, total cost and any other pertinent information. Invoices shall be sent to:

Caroline County Public Schools
Attn: Finance
16221 Richmond Turnpike
Bowling Green, VA 22427

24. 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, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment. 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, the public body 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.

25. Audit:

The Contractor shall maintain books, records and documents of all costs and data in support of the services provided under the resultant contract for a period of not less than three years after the effective date of final payment or contract termination. During this three year term, CCPS, or its authorized representative, shall have unlimited access to, and the right to audit, the books, records and documents of the Contractor during the Contractor's normal working hours.

There shall be no fees or costs charged to CCPS by the Contractor for any such audit activities. The Contractor shall include the audit provisions of this section in all subcontracts and contracts of any entity providing goods or services pursuant to this Contract so as to guarantee CCPS's rights to audit any person or entity performing work pursuant to the Contract, all at no additional cost to CCPS.

Should the Contractor fail to ensure CCPS' s rights under this section, the Contractor shall be liable to CCPS for all reasonable costs and expenses CCPS may incur to obtain an audit or inspection of the records which would have otherwise been available under the provisions of this section.

26. Pricing And Quantities:

By submitting a proposal, the Offeror warrants that the pricing will be firm for acceptance for a

period of 120 days from the date of proposal opening unless otherwise stated by CCPS.

Unless otherwise specified by CCPS, only firm pricing shall be considered. General terms such as “price in effect at time of delivery” shall not be considered for award. Prices shall be stated in the units of quantity specified in the Proposal form. In the case of an error in extension of prices in the proposals, the unit prices shall govern.

When a proposal is sought seeking a source of supply for a requirements contract for goods or services, the quantities or usage shown are estimates only. No guarantee is given or implied by CCPS as to the total amount that may or may not be purchased from any resulting contract. These quantities are informational only, but may be used for proposal evaluation.

27. Protest Of Award Or Decision To Award:

Any Offeror may protest the award or decision to award a contract by submitting a protest in writing to the Superintendent no later than ten (10) days after public notice of the award or the announcement of the decision to award, whichever occurs first. The written protest shall include the basis for the protest and the relief sought. The Superintendent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken.

If prior to award it is determined that the decision to award is arbitrary or capricious then the sole relief shall be a finding to that effect. The Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by CCPS. Where the award has been made and performance has begun, the Superintendent may declare the contract void upon a finding that this action is in the best interest of CCPS. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this paragraph shall not be affected by the fact that a protest or appeal has been filed.

An award need not be delayed for the period allowed a Offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the offer would expire.

28. Legal Proceedings:

Any legal proceedings arising out of or related to this proposal shall be filed by the parties in the Caroline County General District Court or the Caroline County Circuit Court.

29. Rider Clause:

If authorized by the Offeror(s), resultant contract(s) will be extended to any jurisdiction within the Fredericksburg and Richmond area of the Commonwealth of Virginia to purchase at contract prices in accordance with the contract terms.

Any jurisdiction utilizing such contract(s) will place its own order(s) directly with the successful contractor.

A negative reply will not adversely affect consideration of your proposal.

It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).

Each jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

CCPS shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

ATTACHMENT B
SAMPLE CONTRACT

Contract Number: _____

THIS CONTRACT is entered into this ____ day of _____ between the **CAROLINE COUNTY SCHOOL BOARD** (the "School Board"), and _____ (the "Contractor").

WITNESSETH that the Contractor and the School Board, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT; The Contractor shall provide the goods/services to the School Board as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____.
The School Board and the Contractor may extend the contract by mutual, written agreement for no more than three one-year terms, conditioned on appropriate funding by the School Board.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request of Proposal dated _____:
 - a. The Service Required
 - b. The General Terms and Conditions
 - c. The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;

Attachment _____, Date _____
Attachment _____, Date _____

- (3) The Contractor's Proposal dated _____ and the following negotiated modifications to the Proposal, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

PURCHASING AGENCY

CONTRACTOR

CAROLINE COUNTY SCHOOL BOARD

Firm: _____

By: _____

By: _____

Date: _____

Date: _____

ATTACHMENT C

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION FORM

Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary (Section 2.2-4342.F. of the Code of Virginia). **Offerors shall submit in a separate section of the proposal any information considered proprietary and any copyrighted material and clearly identify the information as proprietary and/or copyrighted information. Offerors may not declare their entire proposal proprietary nor may they declare proposed pricing to be proprietary.** References may be made within the body of the proposal to proprietary information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be considered Public Information. **The Proprietary/Confidential Information Identification form (Attachment D) must be submitted with your proposal to identify any proprietary/confidential information.**

Section Title	Page Number(s)	Reason(s) for Protection

Company Name

Signature

Date

ATTACHMENT D
CERTIFICATION OF CONTRACTOR

Full name of Contractor: _____

Description of Contract: _____

As required by Section 22.1-296.1 of the Code of Virginia, the undersigned hereby certified that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child.

I further understand and acknowledge (1) that if I make a materially false statement regarding any of the above offenses, I will be guilty of a Class 1 misdemeanor and (2) that before any person is permitted to provide such services subsequent to this certification, I must complete a new certification regarding such person.

Print Name

Title

Signature

Date

ATTACHMENT E
VENDOR INFORMATION FORM

1. Vendor's Primary Contact:

Name: _____ Phone: _____ Email: _____

2. Years in Business: Indicate the length of time you have been in business providing this type of goods or services:

_____ Years _____ Months

3. Other information:

Tax ID#/FIN: _____

Check Followings Applied (Attached certificate copies if available)

Small Business: _____

Woman-Owned/Controlled: _____

Minority-Owned/Controlled: _____

Type of Business

Corporation _____

Partnership _____

Individual Trading in Own Name _____

Individual Trading Under Trade Name _____

4. 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 CCPS.

Legal Business Name: _____

Address: _____

City, State, Zip: _____

Contact: _____

Phone: _____ Fax: _____ Email: _____

5. Remittance Information: (Provide only if different from ordering address)

Legal Business Name: _____
Address: _____
City, State, Zip: _____
Contact: _____
Phone: _____ Fax: _____ Email: _____

6. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

6.1 Company: _____ Fax: (____) _____
Contact: _____ Phone: (____) _____ email: _____
Project: _____
Dates of Services: _____ \$ Value: _____

6.2 Company: _____ Fax: (____) _____
Contact: _____ Phone: (____) _____ email: _____
Project: _____
Dates of Services: _____ \$ Value: _____

6.3 Company: _____ Fax: (____) _____
Contact: _____ Phone: (____) _____ email: _____
Project: _____
Dates of Services: _____ \$ Value: _____

6.4 Company: _____ Fax: (____) _____
Contact: _____ Phone: (____) _____ email: _____
Project: _____
Dates of Services: _____ \$ Value: _____

I certified the accuracy of this information.

Signed: _____ Title: _____ Date: _____

ATTACHMENT F

COMPLIANCE WITH VIRGINIA LAW FOR TRANSACTING BUSINESS IN VIRGINIA

The undersigned hereby agrees, if this proposal is accepted by CCPS, for such services and/or items that the undersigned has met the requirements of the Virginia Code Section 2.2-4311.2

Please complete the following by checking the appropriate line that applies and providing the requested information:

A. _____ Offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such Offeror's Identification Number issued to it by the SCC is _____.
(The SCC number is NOT your federal ID number).

B. _____ Offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such Offeror's Identification Number issued to it by the SCC is _____.

C. _____ Offeror does not have an Identification Number issued to it by the SCC and such Offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if you need to explain why such Offeror is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Offeror

Date

Authorized Signature

Print or Type Name and Title

ATTACHMENT G

INFORMATION TECHNOLOGY STANDARDS

1. Server Environment

These standards are in place to simplify support, ensure software compatibility, and reduce training efforts. Our current server hardware standards are as follows:

- Hewlett Packard
- Dell

2. Web Server Standards and Guidelines

Debian and Ubuntu Servers running the LAMP (Linux, Apache HTTP Server, MySQL and PHP) platform are used for hosting Web sites on both the DMZ and Internal Networks. The DMZ Web Servers will be stand-alone servers with no connection to Active Directory domain information hosted on the Internal Network. Internal Network Web servers can be member servers in the Active Directory domain. Non-essential services such as FTP and SMTP will be removed where applicable.

Communications between DMZ Web Servers and Internal Network Servers will be limited. Microsoft file shares will not exist on servers residing on the DMZ.

3. Application Server Standards and Guidelines

Microsoft Windows Server 2008 R2 is the platform used for hosting applications on the Internal Network. Application servers can be member servers in the Active Directory domain. Non-essential services such as IIS, FTP and SMTP will be removed where applicable.

4. Database Server Standards and Guidelines

Debian and Ubuntu Servers running MySQL and Microsoft Windows Server 2008 R2 are the platforms used for hosting databases on the Internal Network. Database servers can be member servers in the Active Directory domain. Non-essential services such as IIS, FTP and SMTP will be removed where applicable.

Microsoft SQL Server consolidated database servers exist. These servers will be utilized for hosting database-related data required by new systems being evaluated. When necessary, Oracle is also available.

5. Database Environment

The CCPS requires the use and management of Oracle and Microsoft SQL Server for database services. Given this technology, the new system must allow a mechanism by which information can be accessed, manipulated, reported on, or simply queried.

6. Network Environment

The CCPS utilizes a Microsoft Active Directory environment using Microsoft Windows Server 2008 R2.

The CCPS standard for networking gear is Cisco Systems.

The CCPS's 10 buildings are connected by CCPS-owned single mode fiber, CCPS-owned directional wireless, and leased single-mode fiber, which supports CCPS's WAN. The CCPS's WAN is a switched Ethernet star. The switch standard is Cisco, and Cisco 4500 series switches are the backbone of CCPS's WAN.

Microsoft Windows Server 2008 R2 servers provide application services.

The CCPS network connects to the Internet through a redundant firewall. Internet application servers reside on a DMZ network attached to the firewall, making them logically on the outside of the firewall via a controlled rule set.

The CCPS's firewall and routers use pfSense. Many or all routers are Soekris embedded devices running pfSense.

7. Desktop and Printing Environment

7.1. Desktop Configuration

The CCPS currently deploys HP desktops as the standard desktop computer. The CCPS currently deploys all computers with:

- Intel CPU and Graphics
- 4 GB of RAM
- 250 GB Hard Drive
- 1000 Mbps network interface card

7.2. Printer Configuration

There are high, medium, and low volume black and white and color laser models. These standards will change as newer models are released. These printers will be network connected.

The CCPS's goal is to eliminate as many inkjet type printers as possible. The CCPS also strives to centralize all printing to network-attached high volume printers, located strategically throughout each building.

The connection standard for CCPS will be a network-connected printer utilizing TCP/IP based printing.

7.3. Security

Standards and requirements exist at CCPS to ensure security and maintainability of installed systems. For example, access to servers is controlled by physical and logon security to maintain the integrity of the machine.

7.3.1. Firewall Rules and Allowances

All ICMPv4 and ICMPv6 traffic is allowed.

Internal computers do not directly connect to the Internet. All outbound traffic is NATed at the firewall.

A web filtering proxy server is transparently proxying all web traffic.

7.3.2. Anti-Virus Software

The CCPS does not use anti-virus software. The CCPS deploys AppLocker policies to

all Windows computers. AppLocker is a set of Group Policy settings that evolved from Software Restriction Policies, to restrict which applications can run on a corporate network, including the ability to restrict based on the application's version number or publisher.

7.3.3. Network Data Storage Guidelines

The CCPS uses Storage Area Network (SAN) and Networked Attached Storage (NAS) solutions for centralized storage of data files such as documents, images, and raw data for Internal Web, Application, and Database servers and users. New software applications should support this process.

7.3.4. Application Software Standards and Guidelines

Systems will be installed in a test environment prior to use in production. Installation and configuration documentation is required prior to any installation. Security, functional and user testing will verify the application will work securely and properly in CCPS's network environment.

Once tested, CCPS personnel will, with offeror's assistance if necessary, install the system into production. The test environment installation will remain operational concurrent with the production system for subsequent change and problem evaluation. All changes, upgrades or problem evaluation will be performed first on the test system.

7.3.5. Server Configuration Requirements and Guidelines

The CCPS utilizes rack-mounted HP servers housed in a secure and temperature controlled environment. Redundant power supplies and fans are required. All servers use mirrored drives for the operating system. Database servers are configured to maximize data access by placing the operating system, transaction logs, and data on separate channels.

8. Equipment inventory

The CCPS has the following quantities of equipment:

- 1700 desktop computers
- 100 projectors and interactive boards
- 700 laptop computers
- 125 network printers
- 40 servers
- 50 switches
- 10 routers
- 350 wireless access points

ATTACHMENT H
COMPUTER SYSTEMS LOCATIONS

Caroline High School

19155 Rogers Clark Blvd.
Milford, VA 22514
Phone: (804) 633-9886

Bowling Green Primary

17176 Richmond Turnpike
Milford, VA 22514
Phone: (804) 633-6401

Madison Elementary School

9075 Chance Place
Ruther Glen, VA 22546
Phone: (804) 448-2171

Central Office

16221 Richmond Turnpike
Bowling Green, VA 22427
Phone: (804) 633-6101

Lewis and Clark Elementary School

18101 Clark and York Blvd.
Ruther Glen, VA 22546
Phone: (804) 448-0175

Caroline Middle School

13325 Devil's Three Jump Rd.
Milford, VA 22514
Phone: (804)633-6561

Caroline Diversified Learning Center

7278 Ladysmith Road
Ruther Glen, VA 22546
Phone: (804) 448-3211

Transportation Department

13487 Devil's Three Jump Rd.
Milford, VA 22514
Phone: (804)633-6562

Bowling Green Elementary School

16261 Richmond Turnpike
Bowling Green, VA 22427
Phone: (804) 633-6101

Maintenance Department

17494 New Baltimore Rd.
Milford, VA 22514
Phone: (804)633-677