

**ALLEGHANY COUNTY SCHOOL BOARD
REQUEST FOR PROPOSALS RFP #ACSB-2019-0304**

Issue Date: March 4, 2019

Issuing Agency: Alleghany County School Board (ACSB)
Department of Technology
P.O. Drawer 140, 100 Central Circle
Low Moor, Virginia 24457

Title: **Chromebooks: Hardware, Warranty, Accidental Damage Warranty,
Battery Replacement, Shipping Services**

Period of Contract: July 1, 2019 through June 30, 2022

Sealed proposals will be received until 10:00 a.m. EST, on March 29, 2019, for furnishing ***Chromebooks: Hardware, Warranty, Accidental Damage Warranty, Battery Replacement, Shipping Services*** as described herein. No proposal shall be accepted after this deadline unless changed by addendum.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, DELIVER TO THE ATTENTION OF JEFF ALLEMAN AT THE ADDRESS SHOWN ABOVE.

All inquiries, questions, and requests for information should be directed in writing to: Jeff Alleman, Director of Technology, jjalleman@alleghany.k12.va.us.

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia 2.2-4343.1* or against an Offeror because of race, religion, color, sex, national origin, age, disability, status as a disabled veteran or any other basis prohibited by state law relating to discrimination in employment.

In compliance with this Request for Proposals and to all conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached, signed proposal or as mutually agreed upon by subsequent negotiation. ACSB specifically reserves the right to enter into a non-exclusive contract or contracts with one or more firms responding to this RFP for all or part of the Project referenced herein and/or to negotiate with the selected Offeror in order to best serve the needs of ACSB, in respect both to cost and effectiveness. ACSB also specifically reserves the right not to enter into a Contract with any firm responding to this RFP, but rather to reject any and all proposals, to waive any informalities, and/or, in its sole discretion, to re-advertise for proposals for any part or all of the project referenced in this RFP.

Offeror Information:

Name and Address of Firm:

FEI/FIN No. _____

Telephone No. _____

Fax No. _____

Date: _____

By: _____

Signature in Ink

Printed Name: _____

Title: _____

E-mail Address: _____

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I. PURPOSE:

Alleghany County School Board is seeking sealed, turnkey proposals for the provision of **seven hundred and ninety-three Chromebook mobile, laptop-style computers** with **three-year accidental damage warranties** (one AD incident per device per school year beginning each August 1 and ending each June 30 for the duration of the contract term), **three-year warranty services** (all-inclusive parts and labor for each mobile device, each AC power adapter, and each internal DC battery for the duration of the contract term), and **all related warranty /AD shipping fees** for the duration of the warranty contract period.

II. STATEMENT OF NEEDS:

The selected Offeror will possess demonstrated knowledge and expertise in the provision, service, and support of Chromebook mobile computers and their related services. During the fiscal year ending June 30, 2018, Alleghany County School Board had 2,351 Chromebooks on inventory.

A. Offeror Requirements

Offerors must have the resources and infrastructure necessary for the successful provision of Chromebook mobile computers and related service as described herein. Factors taken into consideration include:

- Financial stability
- Experience with similar projects
- History of customer satisfaction
- Sufficient hardware inventory to meet the target dates as specified herein

Customer reference information is provided via the Offeror Data Sheet included in this RFP.

B. Specific Requirements

The following are specific requirements associated with this request for proposal:

- All Chromebooks will be new and will be branded by the company of manufacture. Fact sheets identifying the manufacturer, the Chromebook make/model number being proposed, and the detailed technical specifications associated therewith must be included with all responses to this request for proposal. Offerors should utilize their industry expertise to determine the appropriate equal Chromebook model based upon the specific needs as identified herein.
- Hardware devices should be suitably (ruggedly) constructed for use in a K-12, one-to-one environment. **(Students who are enrolled in grades four through twelve are**

permitted to take devices home (180 calendar days). Students who are enrolled in grades one through three use their Chromebooks on premises.) Offeror's devices should have a proven track record in K-12 schools. Customer testimonials and contact information (three being in K-12 Virginia school districts) should be included in the Offeror's RFP response. Any known hardware defects (manufacturer acknowledged) should be communicated in the Offeror's response.

- For students, each Chromebook shall be the Dell Chromebook model 5190 (**non-touch screen**) or Chromebooks by other manufacturers that meet or exceed the comparable Dell 5190 specification.
- For staff, each Chromebook shall be the Dell Chromebook model 5190 (**touch screen**) or Chromebooks (touchscreen) by other manufacturers that meet or exceed the comparable Dell 5190 specification.
- All Chromebooks must possess a Wi-Fi network capability (802.11 AC /with compatibility for pre-shared key).
- One-time white-glove service, one-time asset tagging service, three-year extended warranties (device, ac adapter, and internal dc battery), three-year accidental damage protection services (with shipping fees included) and warranty shipping services are to be included.
- In addition to the customer's tamper-resistant asset tag (number/barcode), each unit should be provided with a separate, tamper-resistant label onto which the manufacturer's unique identifier is affixed. Unique manufacturer identifiers must be accompanied with barcodes. *To ensure compatibility with customer-owned hand-held scanners, barcode type -for both device and detached AC power supply- must be identified in the RFP response.*
- Full compatibility with the Google administration console, G-suite applications, Chrome Webstore applications, and Google Play applications (stable channel) is expected.
- Offerors will be responsible for all interface and conflict resolution with the manufacturer of the Chromebooks, if any, so that a seamless arrangement exists between Alleghany County School Board and the Offeror.
- For devices offered, the Google auto-update expiration date must also be listed in the Offeror's response <https://support.google.com/chrome/a/answer/6220366?hl=en>.
- Offerors' fee will be all-inclusive with no hidden costs of any type. All-inclusive includes – but is not limited to- all costs of capital, warranty service (device all-inclusive, ac adapter, and internal battery), white-glove service, asset tagging, accidental damage protection service, and all shipping fees of any sort throughout the term of the selected warranty and selected accidental damage protection plan.
- For any depot warranty services that are offered, Offerors must specify the highway distance between the customer's pick-up site and the Offeror's repair facility. For the purposes of this RFP, the pick-up location is shown on page one of this RFP (Issuing Agency).
- Offerors must clearly delineate the process for requesting and receiving warranty/accidental damage service and support. Maximum average turn-around time for

all repairs -whether they be warranty or accidental damage in nature- beginning with initial request for service and support, provision of shipping labels, parcel pick up, depot delivery, repair, return parcel pick-up, and return parcel shipment to point of origin shall be provided in the Offeror's response. Throughout the term of the contract period, the Offeror will track average repair turn-around time and provide quarterly updates to the Customer.

- For the Chromebooks being proposed, Offerors shall provide the make, model, specifications, and independent quality/reliability ratings from Consumer Reports or similar rating agencies.
- Offerors must have the financial/procedural flexibility to provide an invoice (Net 30) on or after July 1, 2019 but no later than July 10, 2019.
- If an order is placed on a date between June 1, 2019 and June 10, 2019, Offeror must have the necessary inventory resources in order to guarantee hardware delivery by **no later than July 15, 2019.**

Hardware Specification- Students

Dell Chromebook 5190 (or equal)	Detail
Processor	Intel Celeron N3350 Processor (Dual Core, up to 2.4GHz, 2MB Cache, 6W);
Memory	4GB 2400MHz LPDDR4 Non-ECC
Hard Drive	16GB eMMC Hard Drive
Display	11.6" HD (1366 x 768) Anti-Glare Non-Touchscreen , Camera & Microphone, WLAN Capable
Keyboard	Single Pointing Non-backlit Keyboard
Touchpad	(providing full mouse-like functionality)
Wireless	Intel® Dual Band Wireless AC 7265 (802.11ac) 2x2 + Bluetooth 4.2 (pre-shared key compatibility is a requirement)
Battery	3 Cell 42Whr Battery 3-Yr Hardware Warranty

AC Adapter	(includes all shipping fees) 45W AC Adapter, USB Type-C (or equal)
Ports (It is understood that port counts and types can vary between manufacturers. Port differences alone will not disqualify a device from being deemed “equal”. In all cases, port detail should be provided and is an RFP requirement. Offeror should enumerate port counts and types within the response’s technical detail. It is understood that port type can impact AC adapter connector type.)	Similar to or exceeding: -USB 3.1 Gen 1 (2) -USB Type-C (2) -Noble Wedge lock slot -MicroSD Card Reader -Combo headphone/microphone jack
Warranty	3-Yr Hardware Repair Service and battery Warranty/ Depot-type (includes all point-to-point shipping fees)
Accidental Damage	One Incident Per School Year (August 1-June 30) (includes all point-to-point shipping fees)

Hardware Specification- Staff

Dell Chromebook 5190 (or equal)	Detail
Processor	Intel Celeron N3350 Processor (Dual Core, up to 2.4GHz, 2MB Cache, 6W);
Memory	4GB 2400MHz LPDDR4 Non-ECC
Hard Drive	16GB eMMC Hard Drive
Display	11.6" HD (1366 x 768) Anti-Glare Touch screen , Camera & Microphone, WLAN Capable

Keyboard	Single Pointing Non-backlit Keyboard
Touchpad	(providing full mouse-like functionality)
Wireless	Intel® Dual Band Wireless AC 7265 (802.11ac) 2x2 + Bluetooth 4.2 (pre-shared key compatibility is a requirement)
Battery	3 Cell 42Whr Battery 3-Yr Hardware Warranty (includes all shipping fees)
AC Adapter	45W AC Adapter, USB Type-C (or equal)
Ports (It is understood that port counts and types can vary between manufacturers. Port differences alone will not disqualify a device from being deemed “equal”. In all cases, port detail should be provided and is an RFP requirement. Offeror should enumerate port counts and types within the response’s technical detail. It is understood that port type can impact AC adapter connector type.)	Similar to or exceeding: -USB 3.1 Gen 1 (2) -USB Type-C (2) -Noble Wedge lock slot -MicroSD Card Reader -Combo headphone/microphone jack
Warranty	3-Yr Hardware Repair Service and battery Warranty/ Depot-type (includes all point-to-point shipping fees)
Accidental Damage	One Incident Per School Year (August 1-June 30) (includes all point-to-point shipping fees)

Chromebook Distribution

Anticipated User/Use	Number Chromebooks
Staff	80
Spare (Loaners)	70
Alleghany High School Students	643

Partnering with Alleghany County Public Schools

The selected Offeror(s) will be considered a partner in service to the students and staff of Alleghany County Public Schools. Therefore, it is expected that the selected Offeror(s) will conform to the school division's procedures that are specific to the service, repair, and functionality of Chromebooks. *Any deliverable that cannot be offered should be specifically noted within the Offeror's response.*

1. Current audio visual environment: Chromebooks connect to AV devices via HDMI to VGA cable converters. (Make: Manhattan; Style: HDMI19P Male to HDB15P Female; Barcoded as 66623-15146-7)
2. Chromebooks connect to the Wi-Fi environment via a pre-shared key (Cisco/Meraki).
3. Filtering Environment: Iboss Cloud Node
4. Classroom Management: NetOp Vison
5. Chromebook Cloud Print
6. Battery Life (Minimum expectation is nine hours, school day, reasonable screen brightness in a florescent/natural light environment).
7. Device support for USB 1.0 and 2.0.
8. Automatic quote preparation for devices that have exceeded annual accidental damage provision. *The quote price should never exceed the replacement cost of the device.
**Quotes will include device's unique manufacturer identification number.
***Quote will be sent to district by email but the device will remain at the repair facility so a secondary shipment is not necessary.
9. Offeror will partner with Alleghany IT department in the maintenance of a shared inventory/repair spreadsheet.
10. At the time of order (one time only) and specific to the Google admin console's requirements, Offeror will enroll six hundred and forty-three student-use devices. To each device, the Offeror will affix a tamper resistant label with each student's first, middle, and last name. Offeror will affix a separate tamper resistant asset tag as specified below. This process describes the minimum white glove/asset tagging requirement.
Asset Tag: (Alleghany County Public Schools) (ID Number Matching Manufacturer's ID/Barcode)
11. At the time of order, the Customer will provide a spreadsheet (.xls or .xlsx) containing student last name, first name, middle name, grade level and student ID. Offeror will

complete the spreadsheet by adding the device-level unique identifier that has been assigned to each student. The spreadsheet will be returned to the Customer by 7/19/2019. The personally identifying data as described above is not to be shared with any third-party entity that is not party to the contractual agreement that would exist between the Offeror and the Customer.

12. At the time of order, Offeror will transfer existing device enrollments in Google Admin Console (“Alleghany High School Students” to “Retired Inventory”).
13. Information specific to the planning and procedures as listed above will be included in the Offeror’s “Scope of Work”.
14. Offeror must accept minimum shipment of four devices for each warranty/AD repair shipment.

III. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. RFP Responses

To be considered for selection, Offerors must submit a complete, signed, sealed response package to this RFP that includes:

- 1) One original, printed copy;
- 2) Three additional printed copies; and,
- 3) If applicable, one original printed copy from which all proprietary material has been removed. Such copy shall be certified in writing by the Offeror as free of proprietary material as outlined in Section III, Paragraph B(6). Note, this copy is subject to public disclosure in accordance with the *Virginia Freedom of Information Act*.

B. Proposal Preparation

- 1) Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected or result in the Offeror not being selected for discussion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- 2) Proposals should be prepared simply and economically, providing a direct and concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

- 3) Proposals should be organized in the manner described below under Specific Instructions. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- 4) As used in this RFP, the terms *must*, *shall*, *should*, and *may* identify the criticality of requirements. *Must* and *shall* identify requirements whose absence will have a major negative impact on the evaluation of the proposal. Items labeled as *should* or *may* are highly desirable, although their absence will not have as large an impact and would be useful, but are not necessary.
- 5) Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- 6) By submitting a proposal, an Offeror acknowledges and agrees that ownership of all data, materials, and documentation originated, prepared for, and submitted to ACSB pursuant to the RFP shall belong exclusively to ACSB and be subject to public inspection, copying, and disclosure as public records in accordance with the *Virginia Freedom of Information Act*, notwithstanding any express or implied claim of copyright or reservation of rights. Trade secrets or proprietary information submitted by the Offeror may not be subject to disclosure under the *Virginia Freedom of Information Act*; provided, however, that the Offeror shall: (i) properly invoke the protections of 2.2-4342.F of the *Code of Virginia (1950)*, as amended, in writing, prior to or upon submission of the data or other materials; (ii) specifically identify the data or materials to be protected; and, (iii) state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only specific words, figures, or paragraphs that constitute trade secrets or proprietary information. The classification of an entire proposal document, line item prices, and/or proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

C. Oral Presentation

Oral presentations will be confined to those Offerors (two) selected to engage in individual discussions and interviews. A specific format for oral presentations, if any, will be conveyed to the selected Offerors a minimum of five business days prior to any scheduled interview.

D. Innovation In The RFP

Alleghany County School Board is seeking options that fulfill the identified need in the most efficient and cost effective manner possible. Offerors are encouraged, as a result of their experience and expertise, to provide alternative proposals that may potentially meet the needs of Alleghany County School Board, as outlined in this RFP, in the most efficient and cost effective manner.

Specifically but not exclusively: *

1. Four-year hardware warranty with all point-to-point shipping fees included.
2. Four-year accidental damage warranty with a minimum of one instance per school year and inclusive of all point-to-point shipping fees.
3. Provision of multiple instances of accidental damage protection (per device) within a single school year (in either a three-year or four-year accidental damage option). Includes all point-to-point shipping fees.
4. 13” – 15” touchscreen displays for staff (eighty units).
5. Product repair training and certification of division IT staff (two individuals) and local on-premises inventory of repair parts to be insured by the Offeror.
6. Offeror provided onsite repair warranty (manufacturer warranty and accidental damage).

*

With regard to any offered innovation, it is expected that a quoted device’s eligibility for Google updates will be co-terminus –insofar as possible- with items one and/or two above. As an example, the specified Dell 5190 has an auto-update expiration of November 2023. A fourth year of warranty and/or accidental damage protection would expire on 6/30/2023. Therefore the 5190 (or its equivalent) is a compatible candidate for any of the aforementioned innovations.

E. Specific Instructions

Offerors are required to submit the following items as a complete proposal. Information shall be placed and sequentially ordered behind the designated tabs. If information is requested behind one tab that has been addressed in another area, Offerors may refer to the location of the information rather than repeating the information.

Tab 1	Cover Sheet and Addenda: Complete and sign the RFP Cover Sheet and Addenda Acknowledgements (if any) and place them behind Tab 1.
Tab 2	Executive Overview: (1) Provide a brief overview clarifying your firm’s understanding of the goals and objectives of this RFP and why you feel your firm and your proposal would be a “best fit” for Alleghany County School Board. (2) Provide the name, title, address, telephone, fax, and e-mail for the contact person responsible for coordinating your firm’s response to this RFP. (3) Note all proprietary information contained within your proposal per the guidelines found in the RFP. Place behind Tab 2.
Tab 3	Qualifications: Provide a concise yet detailed summary of your firm’s qualifications to meet the requirements of this RFP. Provide evidence of financial stability of the organization as rated by Moody’s, Dun & Bradstreet, or other qualified rating agency. Provide a copy of your current liability insurance certificate. Place behind Tab 3.
Tab 4	Specific Requirements: Provide a detailed and comprehensive explanation of the service your firm will provide based upon the specific requirements listed

	under the Statement of Needs in this RFP. Provide your firm's detailed financial proposal. Place behind Tab 4.
Tab 5	Alternate Proposals (Innovations): Place alternate proposals or additional services your firm will provide, if any, beyond the specific requirements outlined in the Statement of Needs in this RFP. Place behind Tab 5.
Tab 6	Attachments: Complete Attachments 1, 2, and 3 provided within this RFP. Place behind Tab 6.
Tab 7	Additional Information: Place behind Tab 7 any additional information that you wish to present that is pertinent to this RFP but not required by it.
Product Samples	For each Chromebook computer type that is listed in the Offeror's response, one sample unit with return shipping labels and packing materials is requested by April 5, 2019. All devices will be returned to Offerors and all will be shipped on a date no later than May 15, 2019.

IV. EVALUATION AND AWARD CRITERIA

A. Evaluation

Proposals will be evaluated by Alleghany County School Board using the following 100 point comparison scale:

Criterion	Points
Completeness of the proposal.	5
Quality of Chromebooks specified as rated by Consumer Reports or other sources deemed appropriate by ACSB.	15
Total cost of the response to this RFP (specific requirements).	20
Expertise, experience, and qualifications of the Offeror for providing the services described in Section IV, Scope of Services.	15
Geographic location of the Offeror's repair facility which will service ACSB.	5
Guaranteed average warranty and AD service response time (door-to-door).	15
Professional references. (Customer testimonials)	15
Financial stability of the organization as evidenced by rating from Moody's, Dun & Bradstreet, or other qualified rating agency.	10

B. Award of Contract

Alleghany County School Board shall select two or more Offerors deemed fully qualified and best suited among those submitting proposals on the basis of the evaluation factors heretofore described. Negotiations shall be conducted with the Offerors so selected. After negotiations have been conducted with each Offeror so selected, Alleghany County School Board shall select the

Offeror which, in its opinion, has made the best proposal and shall award the contract to that Offeror. The award document will be a contract incorporating, by reference, all of the requirements, terms, and conditions of the RFP and the selected Offeror's proposal as negotiated. Alleghany County School Board may cancel the RFP or reject proposals or any portion thereof at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (*Code of Virginia 2.2-4359D*).

V. GENERAL TERMS AND CONDITIONS:

A. Virginia Public Procurement Act and Contract Terms and Conditions

This solicitation is subject to the applicable provisions of the Virginia Public Procurement Act, 2.2-4300.01 et seq., Code of Virginia (1950), as amended ("VPPA"), which are hereby incorporated into this contract in their entirety. The terms and conditions of this RFP not in conflict with the VPPA shall control.

B. Applicable Laws And Courts

This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia without giving effect to its choice of law provisions and any litigation with respect thereto shall be brought only in the courts of the County of Alleghany or the United States District Court for the Western District of Virginia and not elsewhere. By mutual agreement, the agency and the Contractor may resolve any issues in controversy arising from the award of a Contract or any contractual dispute using Alternate Dispute Resolution (ADR) procedures (*Code of Virginia 2.2-4366*).

The successful Offeror ("Contractor") hereby represents and warrants that:

- A. It is qualified to do business in the Commonwealth of Virginia and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing ACSB, the Commonwealth of Virginia, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- D. It shall obtain at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Contract.

C. Anti-Discrimination

By submitting and signing their proposal, the Offeror certifies to Alleghany County School Board 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 (VPPA)*.

If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia 2.2-4343.1E*).

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

- 1) During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by State law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2) The Contractor will include the provisions of 1) above in every Subcontract or purchase order over \$10,000 so that the provisions will be binding upon each Subcontractor or vendor.

D. Ethics In Public Contracting

By submitting their proposals, Offeror hereby certifies that it has familiarized itself with Article 4 of Title 11 of the Virginia Public Procurement Act, sections 2.2-4367 through 2.2-4377, Code

of Virginia (1950), as amended, and that all amounts received by it, pursuant to the Contract, are proper and in accordance therewith. Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

E. Immigration Reform And Control Act Of 1986

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

F. Debarment Status

By submitting their proposals, Offerors certify that they are not currently debarred by the Alleghany County School Board or the Commonwealth of Virginia from submitting bids or proposals on contracts 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.

G. Mandatory Use Of Form And Terms And Conditions

Failure to submit a proposal on the official RFP form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, Alleghany County School Board reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

H. Clarification Of Terms

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact ACSB through the contact information in this solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by ACSB.

I. Payment

1) *To Prime Contractor:*

- a. Invoices for items ordered, delivered, and accepted shall be submitted by the Contractor directly to the payment address shown on the RFP/Contract. All invoices shall show the RFP number and/or purchase order number; social

security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after satisfactory invoice or delivery, whichever occurs last as determined by ACSB. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. The following shall be deemed to be the date of 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.

2) **To Subcontractors:**

- a. Pursuant to 2.2-4354 of the Virginia Public Procurement Act, a Contractor awarded a Contract under this solicitation is hereby obligated to take one of the two following actions within seven days after receipt of amounts for work performed by any Subcontractor under the Contract:
 - Pay the Subcontractor(s) for the proportionate share of the total payment received from ACSB attributable to work performed by the Subcontractor(s) under the Contract; or
 - Notify ACSB and the Subcontractor(s) in writing of the Contractor's intention to withhold all or part of the Subcontractor's payment with the reason for nonpayment.
- b. The Contractor is obligated to pay the Subcontractor(s) interest at the rate of one percent per month (unless otherwise provided for under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from Alleghany County School Board, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a Subcontractor may not be construed to be an obligation of Alleghany County School Board.

Unless otherwise provided in under the terms of the Contract, interest shall accrue at the rate of one percent per month.

- c. Contractor shall include in its Subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier Subcontractor.

Prior to receiving any payments under this Contract, Contractor shall provide its federal

employer identification number to ACSB.

J. Precedence Of Terms

The General Terms and Conditions, Applicable Laws and Courts, Anti-discrimination, Ethics in Public Contracting, Immigration Reform and Control Act of 1986, Debarment Status, Mandatory Use of Form and Terms and Conditions, Clarification of Terms, Payment shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

K. Qualifications Of Offerors

Alleghany County School Board may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to Alleghany County School Board all such information and data for this purpose as may be requested. Alleghany County School Board reserves the right to inspect all physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. Alleghany County School Board further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy Alleghany County School Board 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.

L. Testing And Inspection

Alleghany County School Board reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specification.

M. Assignment Of Contract

Any Contract pursuant to this RFP shall not be assignable by the Contractor in whole or in part without the prior written consent of the Alleghany County School Board.

N. Changes To The Contract

Changes can be made to the Contract in any one of the following ways:

- 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.
- 2) No verbal agreement or conversation with any officer, agent or employee of ACSB either before or after the execution of the Contract or follow on negotiations shall affect or

modify any of the terms, conditions, specifications, or obligations contained in the Contract. No alterations to the terms and conditions of the Contract shall be valid or binding upon ACSB unless made in writing and signed by an authorized official. All Contract changes shall be in writing. In any event and in all circumstances, Contractor shall be solely liable and responsible for any Contract changes, deviations, etc., made without first receiving written authorization to deviate from the Contract.

O. Default

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, Alleghany County School Board, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Alleghany County School Board may have.

P. Taxes

Sales to Alleghany County School Board are normally exempt from state sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Contract shall usually be free of federal excise and transportation taxes. The Contractor shall be responsible for any and all taxes.

Q. 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 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Offeror further certifies that the Contractor and any Subcontractors will maintain these insurance coverage's during the entire term of the Contract and that all insurance coverage's will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

- 1) Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer.
- 2) Employers Liability - \$500,000 or statutory amount.
- 3) Commercial General Liability - \$1,000,000 per person and/or per each occurrence.

Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage.

- 4) Automobile Liability - \$1,000,000 per person and/or per each occurrence to include bodily injury and property damage (if motor vehicle is to be used in the contract).
- 5) Professional Errors and Omissions Liability - \$1,000,000 per each occurrence.
- 6) Umbrella Liability - \$5,000,000 per each occurrence.

Except where not permitted by law or regulation, any insurance policies specified herein shall name the Allegheny County School Board, its officers, agents, board members, and employees as additional insureds with regard to work performed under this Contract or any subsequent Contract.

Included with the certificate of insurance shall be an endorsement from the insurer that certifies that Contractor has a policy in effect and that, as applicable, Allegheny County School Board, its officers, agents, board members, and employees as additional insureds.

Insurance certificates and endorsements shall provide generally that ACSB must be notified at least 30 days prior to any impending change or cancellation of the insurance policies.

R. Drug Free Workplace

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every Subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.

For the purpose of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, 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.

S. Nondiscrimination Of Contractors

An Offeror shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, disability or 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 objection, access to equivalent goods, services, or disbursements from an alternate provider.

T. Contractor Personnel

The successful Offeror will be required to provide certification that all of its employees who will have direct contact with students on school property during regular school hours or during school sponsored activities have not been convicted of a felony or any offense involving the sexual molestation or physical abuse or rape of a child and otherwise comply with all applicable federal, state, and local laws and regulations.

VI. SPECIAL TERMS AND CONDITIONS:

A. Availability Of Funds

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

B. Audit

The Contractor shall retain all books, records, papers, and other documents relative to this Contract for five (5) years after final payment. Alleghany County School Board its authorized agents, and/or state auditors shall have full access to and the right to examine and copy any of said materials during said period.

C. Cancellation Of Contract

Alleghany County School Board reserves the right to cancel and terminate any resulting Contract, in part or in whole, with or without cause, and without penalty, upon **30** 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. If the Contract is terminated without cause, Contractor shall be paid for work satisfactorily completed up to the date of such termination, as determined in the sole and

exclusive discretion of ACSB. In the event ACSB places the enforcement of all or part of the terms, conditions, or requirements of the Contract in the hands of an attorney for enforcement, including the filing of a suit upon the same, Contractor agrees to pay all of ACSB's reasonable attorney's fees and costs related to any such proceeding. All costs and charges incurred by the ACSB, together with the cost of completing the work under Contract, may be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the Contract, then Contractor shall be liable and shall pay to ACSB the balance.

D. Independent Contractor

When providing the services specified under this Contract the Contractor shall not be deemed an "employee" or "agent" of Alleghany County School Board. The Contractor shall act as an independent Contractor and is responsible for obtaining and maintaining appropriate liability insurance, payment of all FICA, state and federal taxes, and complying with other similar requirements, which are customary in the industry. In addition, the Contractor certifies that they are not an employee, nor do they currently employ employees of Alleghany County School Board.

E. Indemnification

Contractor agrees to indemnify, defend, and hold harmless Alleghany County School Board, its officers, agents, board members, and employees from any and all liabilities, claims, damages, personal injury, death, property damage, and actions of any kind or nature, whether at law or in equity, including reasonable attorney's fees arises out of or results from the services or work under the Contract or any action or omission by Contractor or any of its Subcontractors or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Alleghany County School Board.

F. Renewal Of Contract

Non-applicable.

G. Prime Contractor Responsibilities

The Contractor shall be responsible for completely supervising and directing the work under this Contract and all Subcontractors that he may utilize, using his best skills and attention. Subcontractors who perform work under this Contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his Subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

H. Identification Of Proposal Envelope

If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	_____	_____
Name of Offeror	Due Date	Time
_____	_____	
Street or Box Number	RFP/ IFB Number	
_____	_____	
City, State, Zip Code	RFP Title	

Name of Contract/Purchase Officer: Jeff Alleman; Director of Technology

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

I. Subcontracts

No portion of the work shall be subcontracted without prior written consent of Alleghany County School Board. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Alleghany County School Board the names, qualifications and experience of their proposed Subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its Subcontractor(s) and shall assure compliance with all requirements of the Contract.

J. Treatment Of Property And Equipment

If Alleghany County School Board permits the Contractor to purchase real property or equipment with grant funds, Alleghany County School Board retains a residual financial interest, enabling Alleghany County School Board to recover the assets or determine final disposition.

This will be accomplished on a case-by-case basis, according to the federal grant guidelines applicable to the grant that is funding the service(s).

K. Ownership Of Intellectual Property

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Contract shall become the sole property of Alleghany County School Board. On request, the Contractor shall promptly provide an acknowledgement or assignment in a tangible form satisfactory to Alleghany County School Board to evidence the School's sole ownership of specifically identified intellectual property created or developed in the performance of this Contract.

L. Ownership, Proprietary Information, Duplication, And Disclosure

The Contractor agrees that proprietary information disclosed by Alleghany County School Board to the Contractor for the purpose of a Contract shall be held in confidence and used only in the performance of the Contract. No item designed for or by Alleghany County School Board shall be duplicated or furnished to others without prior written consent of Alleghany County School Board. All products and materials including but not limited to papers, data, reports, forms, records, materials, creations, or inventions relating to this Contract are sole and exclusive property of Alleghany County School Board. All such materials shall be delivered to Alleghany County School Board in usable condition at any time requested.

M. Acknowledgment Of Publication

The Contractor agrees that all reports, forms, papers, articles, materials, creations, or inventions created, developed, and used as a result of funds from a Contract as a result of this Request For Proposal shall bear an acknowledgement showing the item was funded (in part or whole) by Alleghany County School Board and any grant/cooperative agreement that Alleghany County School Board may have with other state or federal agencies. All materials and acknowledgement shall be reviewed and approved by Alleghany County School Board prior to publication.

N. Method Of Payment

Upon satisfactory completion of work or services and receipt of complete and accurate invoice, all as determined in the sole discretion of Alleghany County School Board, ACSB shall make payments in accordance with the pricing schedule agreed to as part of the award of this Contract. Invoices must be submitted in accordance with the Contract to:

Alleghany County School Board
Director of Technology
P.O. Drawer 140
100 Central Circle

Failure of the Contractor to submit invoices within the prescribed time frame may forfeit the Contractor's right to payment from Alleghany County School Board.

O. Pricing Schedule

Fixed price.

P. Authorization to Transact Business in Virginia

Pursuant to 2.2-4311.2 of the Code of Virginia (1950), as amended, Contractor shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law. Contractor shall not allow its existence or its certificate of authority or registration to transact business in the Commonwealth to lapse if so required under Title 13.1 or Title 50, or to be revoked or cancelled at any time during the term of the Agreement. ACSB may void this Contract if Contractor fails to remain in compliance with the provisions of this section.

Q. Claims by Contractor

The successful Contractor's claims, disputes and other matters relating to the acceptability of the work, the interpretation or the requirements of the Contract, or the performance or furnishing of the work, including, without limitation, requests for changes in the amount to be paid under the Contract or increases in the time, shall be submitted to ACSB's designated representative in writing with a request for a formal decision. Contractor shall deliver written notice with supporting data for each such claim, dispute, or other matter promptly, but in no event later than 5 calendar days after the start of the occurrence or event giving rise thereto. Contractor's failure to submit written notice of such claim, dispute, or other matter with supporting data to ACSB's designated representative within the time specified shall be deemed to be and shall constitute a waiver by Contractor of any and all claims for such matters and shall be an absolute bar to any future claim or suit against ACSB for damages or relief of any kind based upon such occurrence or event. ACSB's designated representative shall deliver a decision regarding such claim or dispute within 60 days of receipt of receipt of such claim. In reviewing any such claim or dispute, ACSB may request any additional information or documentation from Contractor or other parties and may utilize appropriate assistance from other sources. Any final decision in writing by ACSB shall be issued to Contractor within ninety (90) calendar days from the later of: (i) receipt of the written claim; or (ii) receipt of any additional information requested from the Contractor. Failure of ACSB to render a decision within ninety (90) days shall be deemed a final decision denying the claim and shall not result in the Contractor being awarded the relief claimed or in any other relief or penalty.

R. Attachments

Attachment 1 – Offeror Data Sheet, **Attachment 2** – Authority to Transact Business in Virginia, **Attachment 3** – Certification of Contractor Personnel

Attachment 1

OFFEROR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your proposal non-responsive.

1. Qualification: The Offeror must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Offeror's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

4. Offeror's Information:

FIN or FEI Number: _____ If Company, Corporation, or Partnership

Social Security Number: _____ If Individual

5. 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.

Company Name: _____

Contact: _____

Phone: _____

Fax: _____

Project: _____

Dates of Service: _____

Monetary Value: _____

Company Name: _____

Contact: _____

Phone: _____

Fax: _____

Project: _____

Dates of Service: _____

Monetary Value: _____

Company Name: _____
Contact: _____
Phone: _____
Fax: _____
Dates of Service: _____
Monetary Value: _____

Company Name: _____
Contact: _____
Phone: _____
Fax: _____
Project: _____
Dates of Service: _____
Monetary Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____

Attachment 2

AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

Pursuant to Virginia Code Section 2.2-4311.2 (effective July 1, 2010) each Bidder organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia, (1950), as amended, or as otherwise required by law, is required to include in its bid its Virginia State Corporation Commission (SCC) Identification Number. Any bidder that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under title Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the Bidder is not required to be so authorized.

Please complete the following:

A. _____ Bidder is a Virginia business entity organized and authorized to transact business in Virginia and such bidder's SCC Identification Number is _____.

B. _____ Bidder is an out-of-state (foreign) business entity authorized to transact business in Virginia and such Bidder's SCC Identification Number is _____.

C. _____ Bidder does not have an Identification Number issued to it by the SCC and such Bidder 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 more space to explain why such Bidder is not required to be authorized to transact business in Virginia.

CONTRACTOR CERTIFICATION FORM

The Virginia General Assembly passed legislation (Code Section 22.1-296.1) that requires contractors with employees who will have direct contact with students (defined as “in the presence of students during school hours or during school-sponsored activities”) to provide certification that the contractor and his employees have not been convicted of the crimes listed below.

Please read the Certification below and sign, date, and return this form to Alleghany County School Board, P.O. Drawer 140, Low Moor, Virginia 24457 prior to the commencement of work or service provided on school board property:

Certification

I certify to Alleghany County School Board that, to the best of my knowledge, no employee of my company will be in the presence of students during regular school hours or during school-sponsored activities who has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

If the company is unable to provide the certification due to a conviction, please provide details of the conviction by separate attachment.

Company Name

Company Address

Printed Name

(CEO or Designee)

(CEO or Designee) Signature

_____ **DATE** _____

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor. The fact of such conviction will be grounds for the revocation of the contract and, when relevant, revocation of the person's license to provide such services. The School Board will not be liable for materially false statements regarding the required certifications.

Updated: 10/31/2018