

Cover Sheet

Exhibit C

Chesterfield - Invitation for Bid and Award Contract

Chesterfield County Public Schools

CC Docket No. 02-6

CHESTERFIELD COUNTY PURCHASING DEPARTMENT
CONTRACT PRICING/INFORMATION SHEET

Sprint Solutions, Inc.
6200 Sprint Parkway
Overland Park, KS 66251

Phone: 804-878-4556
Fax: 804-477-8778
Contact: Brian Crawford
Email: brian.crawford@sprint.com
Terms: Net 30
F.O.B.: Chesterfield County Public Schools
Delivery: 90 days

CONTRACT SUBJECT: Internet Access for Chesterfield County Public Schools
PRODUCT CODE: 956-35
CONTRACT PERIOD: July 1, 2015 through June 30, 2016
(Third of Three Terms)
CONTRACT NUMBER: 13-0725

INSTRUCTIONS

Inspection of all goods/services received and approval of the Contractor's invoice is the responsibility of the using departments/schools. The pricing on the invoice must be in accordance with the contract pricing.

The Contractor must include two (2) full Class-C address space allocations dedicated for District use.

PRICING SCHEDULE

Item 1

500Mbps Internet Connection with Port Access

\$8,491.00 x 12 months = \$101,892.00

Pricing is firm for contract term.

PERFORMANCE REQUIREMENT

- A. The Contractor must provide 24 x 7 x 365 monitoring of all Contractor provided components of the network.
- B. The Contractor must provide 24 x 7 telephone technical support for reporting of technical concerns with the offered product.
- C. Contractor must have at least 5 years of experience in providing Internet access.
- D. The Contractor must have maintenance technicians within 30 miles of Chesterfield and be available seven days a week at least 12 hours per day.
- E. The Contractor must have the capability to respond to as many as five sites simultaneously.
- F. Contractor must provide 99% up-time over 24 x 7 x 365 period.
- G. The Contractor shall provide the District with one itemized monthly bill by mail and online. Online access shall be provided, detailing at least twelve (12) months of invoices.
- H. Contractor must provide an account representative and be available for up to six face-to-face meetings with the District annually.

RENEWAL OF CONTRACT

This contract may be renewed by the County for one (1) successive one year period under the terms and conditions of the original contract except as stated in subsections a and b below. Price increases may be negotiated only at the time of renewal. Upon a determination by the County to renew this contract for an additional term, written notification will be given to the Contractor.

- a. If the County elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased by more than the percentage increase of Table 5 - Wired Telecommunications Carriers – Internet Access Services category of the Producer Price Index (PPI), of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be <http://www.bls.gov/ppi>.
- b. If during any subsequent renewal periods, the County elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased by more than the percentage increase of Table 5 - Wired Telecommunications Carriers – Internet Access Services category of the Producer Price Index (PPI), of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be <http://www.bls.gov/ppi>.

If there are any questions regarding this contract, please contact Stephanie S. Brown, Senior Contract Officer, at 804-751-4480.



Sprint
12502 Sunrise Valley Drive
Mailstop: VARESA0208
Reston, VA 20196
Office: (703) 433-8581 Fax: 866-515-0932

Michaela Clairmonte
Manager
Contract Negotiations & Management

June 25, 2015

Stephanie Brown
Senior Contract Officer
Chesterfield County Purchasing Department
9901 Lori Road, Room 303
PO Box 51
Chesterfield, VA 23836

Re: Contract Renewal #13-0725, Internet Access for Chesterfield County Public Schools

Dear Ms. Brown:

Sprint Solutions, Inc. ("Sprint") acknowledges Chesterfield County's (the "County") request to renew its Contract #13-0725 for Internet Access for Chesterfield County Public Schools ("CCPS") for a third term beginning July 1, 2015 and expiring on June 30, 2016 at the existing pricing, terms and conditions. Sprint will agree to accept the County's renewal request on the condition the County agrees to formally amend the Contract to incorporate the following provisions in a First Amendment:

1. **This Agreement is amended in Contractor Request Supplement to Contract #13-0725 by adding new Subsection (iv) ("RATE ADJUSTMENTS") as follows:**
 - (iv) **RATE ADJUSTMENTS.** Sprint may impose on Customer additional regulatory fees, administrative charges; and charges, fees or surcharges for the costs Sprint incurs in complying with governmental programs. These fees, charges or surcharges include, but are not limited to, state and federal Carrier Universal Service Charges ("CUSC") or Gross Receipts surcharges. If the Federal Communications Commission ("FCC") requires that Sprint contribute to the Universal Service Fund ("USF") based on interstate revenues derived from Services that Sprint in good faith has treated as exempt, including but not limited to, information services, Sprint will invoice Customer the CUSC for such Services beginning on the date established by the FCC as the date such Services became subject to USF contributions. The amount of the fees and charges imposed may vary.
2. **This Agreement is amended in Contractor Request Supplement to Contract #13-0725 by adding new Subsection (v) ("TAXES NOT INCLUDED") as follows:**
 - (v) **TAXES NOT INCLUDED.** Sprint's rates and charges for Products and Services do not include taxes. Sprint shall invoice Customer for, and Customer will pay all taxes imposed on, or based upon, the provision, sale or use of Products or Services. Customer will not be responsible for payment of any tax to the extent that Customer demonstrates a legitimate exemption under applicable law. Additional information on the taxes, fees, charges, and surcharges collected by Sprint is posted on the Rates and Conditions Website.
3. **This Agreement is amended in Contractor Request Supplement to Contract #13-0725 by adding new Subsection (vi) ("WITHHOLDING TAXES") as follows:**
 - (vi) **WITHHOLDING TAXES.** Notwithstanding any other provision of this Agreement, if a jurisdiction in which Customer conducts business requires Customer to deduct or withhold separate taxes from any amount due to Sprint, Customer must notify Sprint in writing. Sprint will then increase the gross amount of Customer's invoice so that, after Customer's deduction or withholding for taxes, the net amount paid to Sprint will not be less than the amount Sprint would have received without the required deduction or withholding.
4. **This Agreement is amended in Contractor Request Supplement to Contract #13-0725 by adding new Subsection (vii) ("TAX EXEMPTIONS AND EXCLUSIONS") as follows:**
 - (vii) **TAX EXEMPTIONS AND EXCLUSIONS.** Sprint will recognize and honor all validly and properly issued and executed tax exemption certificates delivered by Customer. Customer will not be responsible for payment of Sprint's direct income and employment taxes.

5. This Agreement is amended in Contractor Request Supplement to Contract #13-0725 by adding new Subsection (viii) ("USE OF PRODUCTS AND SERVICES") as follows:

(viii) **Use of Products and Services.**

- A. **Acceptable Use Policy.** If Customer uses purchases Products or Services, Customer must conform to the acceptable use policy posted at <http://www.sprint.com/legal/agreement.html>, as reasonably amended from time to time by Sprint.
- B. **Abuse and Fraud.** Customer will not use Products or Services: (1) for fraudulent, unlawful or destructive purposes, including, but not limited to, unauthorized or attempted unauthorized access to, or alteration, abuse, or destruction of information; or (2) in any manner that causes interference with Sprint's or another's use of the Sprint network. Customer will cooperate promptly with Sprint to prevent third parties from gaining unauthorized access to the Products and Services via Customer's facilities.
- C. **Access Pumping/Traffic Stimulation.** Customer represents and warrants that it (1) is not engaged in access pumping or traffic stimulation activity as described in the Federal Communications Commission's Connect America Fund, et al., Report and Order and Further Notice of Proposed Rulemaking, FCC 11-161 (rel. Nov. 18, 2011); and (2) does not have any revenue sharing agreements connected to such activity. Customer will comply with all applicable state and federal rules, regulations and orders regarding such activity. If Customer breaches this provision, Sprint may suspend the affected Services upon five (5) days' written notice and to terminate the affected Services if the breach is not cured within 30 days of receipt of Sprint's notice. Customer must reimburse Sprint for any excess access costs Sprint incurs as a result of Customer's breach.

6. This Agreement is amended in Contractor Request Supplement to Contract #13-0725 by adding new Subsection (ix) ("TERMINATION") as follows:

(ix) **TERMINATION.**

1. **Sprint Right to Terminate.**

- A. Sprint may suspend or terminate Products or Services or this Agreement immediately if: (1) Customer fails to cure its default of payment terms of this Agreement; (2) Customer fails to cure any other material breach of this Agreement within 30 days after receiving Sprint's written notice; (3) Customer provides false or deceptive information or engages in fraudulent or harassing activities when ordering, using or paying for Services; (4) Customer fails to comply with applicable law or regulation and Customer's noncompliance prevents Sprint's performance under this Agreement; or (5) Customer fails to comply with the resell restrictions and prohibitions contained in this Agreement.
- B. If Sprint terminates this Agreement under this Sprint Right to Terminate or Termination section, Customer will be liable for any Products and Services provided up to the date of termination, whether or not invoiced by the termination date, as well as any applicable termination liability.

2. **Order Terms for Wireline Products and Services**

- A. **Calculation of Early Order Term Termination Liability.** Certain wireline Products and Services may be priced based on a minimum Order Term, which may be identified as an "Order Term," "Access Term Plan," or similar language, as listed in the applicable pricing Attachment. If Customer terminates an Order in whole or in part, before expiration of the Order Term (unless due to Sprint's material failure), or if Sprint terminates an Order under a termination right provided to Sprint under this Agreement, then Customer will pay the following termination charges, which represent Sprint's reasonable liquidated damages and not a penalty:

- (1) **Access Orders.** A lump sum equal to (a) the applicable monthly charges for all bandwidth levels of Ethernet access and TDM dedicated access, multiplied by the number of months remaining in the Order Term, plus (b) a pro rata amount of any waived installation charges, based on the number of months remaining in the applicable minimum Order Term;
- (2) **General Liability.** A lump sum equal to (a) the applicable monthly charges for the Service multiplied by the number of months remaining in the first year of the initial term, plus (b) 50% of the applicable monthly charges multiplied by the number of months remaining in the initial term after the first year, plus (c) a pro rata amount of any waived installation charges, based on the number of months remaining in the applicable minimum Order Term; and
- (3) **Third Party Liability.** Any liabilities imposed on Sprint by third parties, such as a Local Exchange Carrier ("LEC") or PTT, as a result of Customer's termination.

3. **Effects of Termination.** If, before the end of the Term, Sprint terminates an Order or the Agreement due to Customer's material breach or Customer terminates an Order or the Agreement for its convenience, Customer will repay Sprint a pro rata portion of all credits issued, installation charges or initialization fees waived, and other amounts to recoup Sprint's up-front expenses in providing Products and Services that had been amortized over the entire Term, based upon the number of months remaining in the Term at the time of termination. Customer may also

be responsible for Sprint's reasonable costs of settlement with subcontractors and other third parties, and for a reasonable allowance for profit for Products and Services already provided to Customer. This provision does not apply to service level credits issued for Service outages.

7. This Agreement is amended in Contractor Request Supplement to Contract #13-0725 by adding new Subsection (x) ("DISCONNECT NOTICE") as follows:

- (x) **DISCONNECT NOTICE.** For any disconnect to be effective, Customer must provide required written information through Sprint's online form at <http://www.sprintbiz.com/forms/disconnect.html>. Failure to provide required disconnect information may result in Sprint's revocation of connecting facility assignments from Sprint to the LEC and Customer will be liable for any resulting usage and/or access charges. For Domestic Services, Sprint will have up to 30 days from the date the online form is completed to complete disconnection. For non-Domestic Services, Sprint may require a longer period to complete disconnection, and Customer will be responsible for charges through the last to occur of the 60th day after Sprint receives the completed disconnect form, or the date Customer stops using the Services.

8. This Agreement is amended in Contractor Request Supplement to Contract #13-0725 by adding new Subsection (xi) ("TECHNOLOGY EVOLUTION") as follows:

(xi) **Technology Evolution.**

- A. In the normal course of technology evolution and enhancement, Sprint continually updates and upgrades its networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, Sprint will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the Agreement to the contrary, Sprint reserves the right, in its sole discretion, after providing the notice set forth in subsection B below, to: (1) migrate Customer to a replacement technology; or (2) discontinue any Product, Service, Business Plan, network standard, or technology without either party being in breach of the Agreement or incurring early termination liability relating to the discontinuance of the affected Product, Service, Business Plan, network standard, or technology.
- B. If Sprint takes any action set forth in subsection A above, Sprint will provide advance notice reasonably designed to inform each affected Customer of such pending action. The form of Sprint's notice may include without limitation, providing written notice to any address listed in the Agreement for Customer or any address Sprint uses for billing or as set forth in an Order. Customer agrees that such notice is reasonable and sufficient notice of Sprint's pending action.

9. This Agreement is amended in Contractor Request Supplement to Contract #13-0725 by adding new Subsection (xii) ("DISCLAIMER OF WARRANTIES") as follows:

- (xii) **DISCLAIMER OF WARRANTIES - SPRINT MAKES NO REPRESENTATIONS OR WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT CONCERNING CUSTOMER'S SERVICE OR THE EQUIPMENT. SPRINT DOES NOT AUTHORIZE ANYONE TO MAKE ANY REPRESENTATION OR WARRANTY ON ITS BEHALF, AND CUSTOMER SHOULD NOT RELY ON ANY SUCH STATEMENT(S). ANY STATEMENTS MADE IN PACKAGING, MANUALS OR OTHER DOCUMENTS, OR BY ANY OF OUR EMPLOYEES, AGENTS OR REPRESENTATIVES, ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND NOT AS WARRANTIES BY SPRINT OF ANY KIND. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR USE OF THE SERVICE AND THE QUALITY AND PERFORMANCE OF THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT SERVICE MAY NOT BE ERROR-FREE AND THAT INTERRUPTIONS WILL LIKELY OCCUR FROM TIME TO TIME. SPRINT DOES NOT MANUFACTURE THE EQUIPMENT AND ANY STATEMENT REGARDING THE EQUIPMENT SHOULD NOT BE INTERPRETED AS A WARRANTY. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.**

10. This Agreement is amended in Contractor Request Supplement to Contract #13-0725 by adding new Subsection (xiii) ("CUSTOMER PROPRIETARY NETWORK INFORMATION") as follows:

- (xiii) **Customer Proprietary Network Information.** As Sprint provides Products and Services to Customer, Sprint develops information about the quantity, technical configuration, type and destination of Products and Services Customer uses, and other information found on Customer's bill ("Customer Proprietary Network Information" or "CPNI"). Under federal law, Customer has a right, and Sprint has a duty, to protect the confidentiality of CPNI. For example, Sprint implements safeguards that are designed to protect Customer's CPNI, including using authentication procedures when Customer contacts Sprint. For some business accounts with a dedicated Sprint representative, Sprint may replace standard authentication measures with a pre-established point of contact for Customer.

11. This Agreement is amended in Contractor Request Supplement to Contract #13-0725 by adding new Subsection (xiv) ("PRIVACY") as follows:

- (xiv) **Privacy.** Sprint's privacy policy, as amended from time to time, is available at www.sprint.com/legal/privacy.html. The privacy policy includes information about Sprint's customer information practices and applies to the provisioning of the Products and Services.

12. This Agreement is amended in Contractor Request for Supplement to Contract #13-0725 by adding new Subsection (xv) ("FOIA") as follows:

(xv) FOIA. Sprint acknowledges that the Agreement and the Confidential Information may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively "FOIA"). Customer will provide Sprint with prompt notice of any FOIA requests or intended disclosures, citations to or copies of applicable FOIA for review, and an appropriate opportunity to seek protection of Sprint Confidential Information.

13. This Agreement is amended in Contractor Request Supplement to Contract #13-0725 by adding Attachment A ("SPRINT DEDICATED INTERNET ACCESS") as attached hereto.

If the County accepts the incorporation of the above listed provisions to the First Amendment of the Internet Access for Chesterfield Public Schools Contract #13-0725, please forward the Contract Amendment to us for signature. Should you have any questions or concerns regarding this matter, please do not hesitate to contact your Account Manager, Steve Wasco, at (913) 315-6092 or via email at steve.k.wasco@sprint.com.

Sincerely,



Michaela Clairmonte
Manager, Contract Negotiations & Management
Sprint

Sprint — Approved as to Legal Form
TFD 24 Jun 15

ATTACHMENT A
SPRINT DEDICATED INTERNET ACCESS PRODUCT ANNEX

2. **Services Description.** Sprint Dedicated Internet Access is always-on connectivity to the global Internet provided via dedicated ports connected to Sprint's native IP backbone ("SprintLink").
3. **Order Term.** The initial Order Term for the Services will be stated in the Order and will begin on the first day of the billing month following the date the Services are installed and available to Customer. At the end of the initial Order Term, the term will renew on a month-to-month basis. Either party may terminate the Order at the end of the initial term or during a renewal term by providing the other party 30 days' prior written notice.
4. **Internet Service Providers ("ISPs").** ISPs may use the Services to provide Internet access to their customers. If Customer is or becomes an ISP, Sprint's Internet Service Providers Product Annex will apply.
5. **Primary Service Component(s).** The primary service component for the Services is a Port. A Port is the physical entrance to the Sprint network.
 1. **Port Charges.** Sprint will charge Customer a Non-Recurring Charge ("NRC") and a monthly charge for each Port. For monthly charges, Sprint offers both fixed rate (Monthly Recurring Charge or "MRC") and usage-based (Burstable) Port pricing. For Burstable Port pricing, Sprint will provide Customer with a full Port at a given bandwidth and will charge Customer a variable monthly charge based on Customer's sustained Port utilization. Sprint will determine Customer's Port utilization and charges at the end of each month. Additional information regarding Sprint's Port utilization computation is available upon request.
 2. **Port Upgrades.** Customer may upgrade an existing Port before an Order Term expires without incurring early termination liabilities for that Port, if the upgraded Port: (1) is installed at the same location as the replaced Port; (2) is installed within 10 days after the replaced Port is disconnected; (3) has an Order Term equal to or greater than the remaining Order Term of the replaced Port, subject to a one year minimum; and (4) has greater Port bandwidth than the replaced Port.
 3. **Additional Port Terms and Conditions.** Ports are subject to availability of capacity. If Customer's Port resides in a Sprint Shared Tenant facility, Customer is responsible for working with the site vendor to order the cross connect and will be invoiced by the site vendor for any fees associated with the cross-connect.
6. **Additional Required Components.** The Services also require Customer to have the following:
 1. **Dedicated Local Access.** Dedicated local access is required for the Services. Customer may purchase Sprint-provided local access facilities, which will be provided under separate agreement with Sprint, or Customer may provide its own local access facilities.
 2. **Customer Premise Equipment ("CPE").** CPE is required for the Services. Customer may elect to purchase CPE from Sprint or provide its own CPE. CPE includes, but is not limited to the following:
 3. **Channel Service Unit/ Digital Service Unit ("CSU/DSU").** Access services may require a single CSU/DSU, multiple CSU/DSUs, or an internal router card with CSU/DSU functionality, depending on the access bandwidth and desired configuration. Customer-provided CSU/DSUs must be Sprint-certified to be used with the Services.
 4. **Routers.** Unless Customer has separately contracted with Sprint to provide additional support services, Customer is fully responsible for the router, including configuration, maintenance, and management. If Customer elects not to obtain a router from Sprint, Customer must furnish the necessary ancillary equipment (cables, routing software, etc.) to ensure interoperability with the Services.
7. **Available Product Features.**
 1. **Domain Name Service.** Domain Name Service ("DNS") is an Internet standard that resolves (converts) textual Internet domain names into their numeric IP address counterparts. Sprint operates and manages name servers that host Customer's domain names and resolve IP address to domain name requests (and vice versa). Upon Customer's request, Sprint will provide Customer free primary DNS for a maximum of 5 second-level domain names and free secondary DNS up to 50 zones. Additional domains may be available at the then current additional charge. DNS is not available to ISPs, and Customer must have at least one Port on the Sprint IP backbone to receive this service.
 2. **USEnet News.** Sprint operates multiple Internet News (also known as USEnet News) servers. Internet News requires Customer to have a dedicated Internet News server to receive the newsfeed. Customer may elect to receive a full or partial Internet News feed from Sprint. Upon Customer's request, Sprint will provide Customer Internet News feed free of charge, with the purchase of a Services Port.
8. **Invoicing.** MRCs are billed in advance for all services provided during the following billing period. The first and last invoices will include prorated MRCs based on the first and last day of service. The usage-based charges above and beyond MRCs are billed in arrears.
9. **Network Monitoring.**
 1. As part of the Services, Sprint provides Customer a trouble resolution team available to respond to Customer's issues 24 hours a day, 365 days a year.

2. Sprint will provide a trouble ticket number from Sprint's automated Trouble Reporting System ("TRS") to Customer's help desk that reports the trouble. For each trouble report, TRS will maintain information about the trouble, the steps taken to resolve the trouble, and the final disposition of the trouble report. Sprint will keep Customer's representatives apprised of the status of service restoration actions.
10. **Service Level Agreement.** All applicable Service Level Agreements, as Sprint may amend them from time to time, will apply during the Order Term.

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I. PURPOSE

The purpose of this Invitation for Bid (IFB) is to establish a requirements contract for Internet Access for use by the Chesterfield County Public Schools (CCPS).

II. E-RATE

- A. Because the service(s) specified in the Invitation for Bid (IFB) are being submitted to the Schools and Libraries Division (SLD) of the FCC as part of "E-Rate" Universal Service Fund (USF), all posting and response procedures must satisfy SLD E-Rate submission requirements.
- B. The bidder must have and provide a permanent SLD Service Provider Identification Number (SPIN) and FCC Registration Number.
- C. The bid must NOT require purchase or acquisition of additional hardware, software or service outside the scope of the bid or by any third-party provider.
- D. The bidder must provide all costs exclusive of any E-Rate discounts.
- E. The bidder must provide all necessary installation work up to the demarcation point. A subcontractor may be used, but will not require the District to directly contract, supervise or make payment to the subcontractor.
- F. The District will not pay for any infrastructure beyond the right-of-way of the District facility.

III. SCOPE OF WORK/SPECIFICATIONS

The District is requesting two levels of Internet Access; award determination will be determined separately. Circle the appropriate response.

Item 1 500Mbps Internet Connection with Port Access (Quantity: 1)

Location: 6730 Public Safety Way, Chesterfield, VA 23832

A. The bidder must include two (2) full Class-C address space allocations dedicated for District use.	YES
	NO
B. If the bidder cannot provide the District's current address allocation range 208.0.238.0 and 208.0.239.0, then the District will add an IP conversion cost of \$26,000 to the total cost of the offer. This figure is an estimate of one technology manager and two technology analysts at a total of \$130 per hour for 200 hours.	Can provide current ip range
	Cannot provide current ip range
C. Bidder must work cooperatively with Chesterfield County and the District to establish service within the address noted above. No access to existing underground conduit can be guaranteed. The bidder shall include all installation costs into the bid response.	YES
	NO

Item 2 500Mbps Internet Connection with Port Access (Quantity: 1)

Circle the appropriate response.

Location: 13900 Hull Street Road, Midlothian, VA 23112

A. IP addresses shall be provided by the Bidder to match the demonstrated need of the District.	YES
	NO
B. The bidder offered Internet Access solution must be comprised of components that are at least 98% owned and serviced by the bidder. Percentage owned is determined by calculating total miles of interconnecting fiber circuits and total pieces of equipment. These two figures are determined separately and both elements must be greater than 98%.	YES
	NO
C. To accommodate growing and future bandwidth requirements, the District would like the option to increase 1Gbps. during the term of the agreement.	YES
	NO
D. Bidder must work cooperatively with the District to establish service within the address noted above. No access to existing underground conduit can be guaranteed. The bidder shall include all installation costs into the bid response.	YES
	NO

Performance Requirement

- A. The bidder must provide 24 x 7 x 365 monitoring of all bidder provided components of the network.
- B. The bidder must provide 24 x 7 telephone technical support for reporting of technical concerns with the offered product.
- C. Bidder must have at least 5 years of experience in providing Internet access.
- D. The bidder must have maintenance technicians within 30 miles of Chesterfield and be available seven days a week at least 12 hours per day.
- E. The bidder must have the capability to respond to as many as five sites simultaneously.
- F. Bidder must provide 99% up-time over 24 x7 x 365 period.
- G. The bidder shall provide the District with one itemized monthly bill by mail and online. Online access shall be provided, detailing at least twelve (12) months of invoices.

- H. Bidder must provide an account representative and be available for up to six face-to-face meetings with the District annually.

IV. INSTRUCTIONS

A. Submission and Receipt of Bids

1. Sealed bids shall be received in the Chesterfield County Purchasing Department, 9901 Lori Road, Lane B. Ramsey Building, 3rd Floor, Room 303, P.O. Box 51, Chesterfield, Virginia, 23832 until, but no later than the specified time and date of opening as designated in the invitation, and then publicly opened and read aloud. Bids shall be submitted in a sealed envelope with the IFB number and due date and time written on the outside of the envelope. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline. Late bids shall be rejected.
2. Bids or changes to a bid response shall not be accepted via fax or E-mail.
3. In the event that Chesterfield County government offices are not operating under normal staffing levels or if the location for bid submission, bid opening or a pre-bid conference is inaccessible due to inclement weather or other emergency situations at the published time, the bid submission, bid opening or pre-bid conference will default to the next regular business day at the same time.
4. All bids shall be signed in the space provided for a signature on the cover sheet and returned. If the bidder is a partnership or corporation, the bidder shall show the title of the individual signing the bid, and if the individual is not the president or vice president of the partnership or corporation, if requested, the bidder shall submit proof that the individual has the authority to bind the partnership or corporation.
5. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may not be considered.
6. Unless otherwise specified, bidders are to complete and return the Bid Form furnished by the County.
7. No bid shall be altered or amended after the specified time for opening.
8. If you are an individual with a disability and require a reasonable accommodation in order to participate in this procurement, please notify the Purchasing Department at (804)748-1617 as soon as possible.
9. For information pertaining to the bid tabulation, decision to award and/or award on this procurement transaction, bidders may access public notification electronically at:

www.chesterfield.gov/purchasing.

- B. Amendments or Requests to Withdraw Bids by a Bidder Prior to Bid Opening:** A bidder may amend and/or withdraw their bid before the due date and time designated for receipt of bids. All requests from a bidder to return their bid shall be in writing, addressed to the Purchasing Department, and signed by a person authorized to represent the person or firm that submitted the bid. The bidder may be contacted by telephone to verify the authorization of the return request and the signature involved if there is doubt as to the document's authenticity. All amendments to the bid are to be initialed by an individual authorized to represent the bidder.

V. GENERAL TERMS AND CONDITIONS

- A. Addenda:** Any changes or supplemental instructions to this solicitation shall be in the form of written addenda. All addenda are downloadable from the Purchasing Department web site at: www.chesterfield.gov/purchasing. Each bidder is responsible for obtaining all addenda posted at the Purchasing Department website or by calling (804) 748-1617. Acknowledgement of receipt of all addenda shall be in the space provided within the solicitation or by returning a copy of each signed addendum. Failure to do so may result in rejection of the bid. All addenda issued shall become part of the solicitation and all resulting contract documents.
- B. Appropriation of Funds:** The continuation of the terms, conditions, and provisions of a resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event of non-appropriation of funds, the contract shall be automatically terminated with no recourse for the Contractor.
- C. Assignment of Contract:** The County and Contractor bind themselves and any successors and assigns to the contract. The employees of the Contractor will perform the work necessary to fulfill the contract. The Contractor shall not assign, sublet, subcontract or transfer any of its interest in the contract without written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and Contractor.
- D. Audit of Bidder Records:** Contractor shall maintain full and accurate records with respect to all matters covered under the contract including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the contract. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this contract. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The County shall have access to such records from the effective date of the contract, for the duration of

the contract, and until two (2) years after the date of final payment by the County to the Contractor pursuant to this contract. The County's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.

- E. Change Orders:** Change orders must be approved by the County prior to work being performed.
- F. Commitment to Diversity and Chesterfield Businesses:** Chesterfield County is a growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status. The County is committed to increasing the opportunities for participation of minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all solicitations. In addition, the County strongly encourages each Contractor and/or supplier with which the County contracts to actively solicit minority-owned businesses, women-owned businesses, and businesses located in the County as subcontractors/suppliers for their projects.

Upon award/completion of work, the County will require the Contractor to furnish data regarding subcontractor/supplier activity with minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County on a Certification of Subcontractor/Supplier Activity form. The form will be provided to the Contractor by the Purchasing Department. This information will enable the County to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

Definitions:

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

Minority-Owned Business (MOB) – a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority. (*Code of Virginia 2.2-4310*)

Women-Owned Business (WOB) - a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. (*Code of Virginia 2.2-4310*)

- G. Contractor Background Checks:** In order to preserve the integrity and security of County government operations, contract workers may be required to undergo a criminal background check conducted by Chesterfield County. The County will conduct these checks for any worker it believes will have unsupervised access to County designated Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for Chesterfield County.
- H. Contractor's Authorization To Transact Business:** In accordance with §2.2-4311.2 of the *Code of Virginia*, any bidder organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia*, or as otherwise required by law. Any 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* shall include in its bid the identification number issued to it by the State Corporation Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the *Code of Virginia*, or as otherwise required by law, shall include in its bid a statement describing why the bidder is not required to be so authorized. This information shall be provided in the section of the Bid Form titled "Virginia State Corporation Commission (SCC) Registration Information". Failure to provide the required information may result in the rejection of the bid. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50 of the *Code of Virginia*, to be revoked or cancelled at any time during the term of the contract. The County may void any contract with a Contractor if the Contractor fails to remain in compliance with the provisions of this section. **SEE THE BID FORM.**
- I. Copyrights or Patent Rights:** The bidder certifies by submission of a bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this solicitation. The Contractor shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation, or alleged violation.
- J. Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) calendar days written notice, terminate the employment of the Contractor and procure such goods or services from other sources. In such event, the Contractor shall be liable to the County for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
- K. Drug Free Workplace:** (*Code of Virginia* 2.2-4312) This provision only applies to contracts valued in excess of \$10,000.

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 bidder.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

L. Employment Discrimination: (*Code of Virginia 2.2-4311*) This provision only applies to contracts valued in excess of \$10,000.

1. During the performance of the 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 the requirements of this section.
2. The Contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or bidder.

M. Environmental Management Procedures: The Contractor shall comply with all federal, state and local environmental laws and regulations and any additional requirements that may be included in or attached to the solicitation. For work done for the County, the Contractor must also meet all Chesterfield County Environmental Management System (EMS) requirements. For questions or additional information regarding environmental requirements for the County, please contact Chesterfield County's General Services – Environmental Division at (804) 717-6531. For questions regarding environmental requirements for the Chesterfield County Public

Schools, please contact Environmental Health and Safety at (804) 318-8048.

- N. ePayables:** Chesterfield County recognizes the importance of timely payments to our bidders. Therefore, we offer our bidders the opportunity to enroll in our ePayables program. This program allows us to make card payments to our bidders and features an online portal to facilitate payments as well as reduce payment processing times. Our ePayables program is mutually beneficial and is our preferred method of payment. If you choose not to enroll in this program, payments will be made by check and mailed through the postal service which could impact how quickly you receive payments. No action is required for bidders already enrolled in the program. Please contact the Accounting Department at (804) 748-1673 with questions.
- O. Faith-Based Organizations:** (*Code of Virginia 2.2-4343.1*) Chesterfield County does not discriminate against faith-based organizations.
- P. Finance/Interest Charges:** Finance and/or interest charges imposed by the Contractor on any invoice shall not be paid by the County.
- Q. Governing Law:** Contracts shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.
- R. Illegal Aliens:** (*Code of Virginia 2.2-4311.1*) The Contractor agrees that he does not, and shall not, during the performance of the contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- S. Indemnification:** The Contractor shall hold harmless and indemnify the County, the School Board, if applicable, and its officers, officials, employees and agents against any and all injury, loss or damage arising out of the Contractor's negligent or intentionally wrongful acts or omissions.
- T. Mistakes in Bids**
- 1. Mistakes discovered following bid opening but prior to award:** If there is a significant and obvious disparity between the prices of the lowest apparent responsive bidder and other bidders, the low bidder may be contacted by the purchasing authority to confirm the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid. If the bidder then alleges a mistake in the bid and can provide clear and convincing evidence that supports the existence of a clerical error to the satisfaction of the purchasing authority, the bid may be withdrawn in accordance with the withdrawal procedure provided herein.
 - 2. Mistakes discovered after award:** Bids containing mistakes by bidders shall not be withdrawn after award of a contract or issuance of a purchase order.
- U. Modification of the Contract:** The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of the contract.

V. Negotiation: In accordance with 2-47 of the County Code, if the bid from the lowest responsible bidder exceeds available funds, the county may negotiate with the apparent low bidder to obtain a contract price within available funds. Such negotiation may include, but is not necessarily limited to, adjustment of the bid price and changes in the bid scope or requirements in order to bring the bid within the amount of available funds. Negotiation shall be conducted by the purchasing director, or his designee, with assistance from the user department.

W. Payment: If the Contractor performs all of the obligations of the contract to the satisfaction of the County, the County shall pay the Contractor for the performance of the work in the manner and within the time specified in the contract documents, which shall be consistent with the provisions of Section 2.2-4352 and 2.2-4354 of the *Code of Virginia*.

Furthermore, the Contractor shall, within seven days after receipt of payment by the County, take the following actions:

1. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or
2. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

X. Precedence of Terms: All Special Conditions contained in this solicitation that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

Y. Preferences: In accordance with Section 2.2-4324 (B) of the *Code of Virginia*, whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Commonwealth's Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this section, the County will rely upon the accuracy of the information posted on this website. In accordance with Section 2.2-4324 (D) of the *Code of Virginia*, for the purposes of this section, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

In accordance with Section 2.2-4328 of the *Code of Virginia* and Article 4, Section 2-47 of the County Code, in the case of a tie bid, the County may give preference to goods, services, and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth of Virginia pursuant to *Code of Virginia* 2.2-4324 or where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content. If no County or Commonwealth of Virginia preference is applicable, the tie shall be decided by lot.

- Z. Proprietary Information:** Section 2.2-4342(F) of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." If the exemption from disclosure provided by Section 2.2-4342(F) of the *Code of Virginia* is not properly invoked then the bids will be subject to disclosure pursuant to applicable law.
- AA. Quality Expectation Statement:** Chesterfield County, through its quality initiative, is a recognized leader in providing quality products and services at the most effective cost possible. Therefore, the County fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, products and services. In the spirit of the County's quality initiative, the Contractor shall be expected to become a member of the team and perform or provide all work, services and products with a target of "zero defects – zero rework".
- BB. References:** If requested, the bidder shall provide references which substantiate past work performance and experience in the type of work required for the contract. The County may contact all references furnished by bidders. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the bidder.
- CC. Schools:** When goods and/or services are for the benefit of Chesterfield County Schools, the contract shall be entered into on behalf of the Chesterfield County Public Schools.
- DD. Sensitive Information Handling:** Any information in the possession of the County/Schools which is specific to an employee, student, citizen, County/School business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from County/Schools facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the County/Schools facility. No Sensitive Information may be remotely

accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the department head and the Information Security Manager (County) or Director of Technology (Schools). Any access to County/Schools information by contract workers from outside the County/Schools intranet shall be in accordance with existing Information Systems Technology (IST)/Chesterfield County Public Schools (CCPS) Technology department security policies and procedures. Contract worker network connected computer equipment will be subject to all applicable IST/CCPS policies and procedures. Any exception to this application of policies shall be approved by the CCPS Department of Technology/County Information Security Manager and Chief Information Officer or designees.

EE. Taxes: Chesterfield County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by Chesterfield County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by Chesterfield County on materials and supplies that are installed by a Contractor and become a part of real property. Contractors are not exempt from paying taxes on these materials and supplies, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid.

FF. Termination: It shall be the sole right of the County to terminate the contract upon written notification to the Contractor.

GG. Termination for Breach or Non-Performance: If the Contractor fails to perform the work promptly and diligently, or if the Contractor breaches the Contract in any other way, the County may:

1. after providing the Contractor with 15 days written notice, supply any workmen, equipment or materials necessary to ensure that the work is performed promptly and diligently. The County may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Contractor;
2. terminate the contract, enter upon the premises, take possession of all equipment, materials or appurtenances, and employ any person or persons to finish the work.

If the contract is terminated by the County, the Contractor shall not be entitled to receive any further payment from the County until completion of the work has occurred. After completion of the work, the County shall pay to the Contractor the amount of the unpaid balance due to the Contractor at the time the contract was terminated minus the cost incurred by the County to complete the work. If the cost incurred by the County to complete the work exceeds the unpaid balance due to the Contractor, the Contractor shall be due no money from the County and, instead, the Contractor shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work.

HH. Bidder Rewards/Gift Programs: It is the policy of the County not to participate in any rewards programs offered by bidders and not to accept any gifts or gift cards, or other rewards from bidders for purchases made by the County. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your

customers for purchases made by such customers, you must identify this fact in your bid and demonstrate in the bid how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the County.

II. Waiver of One Breach Not Waiver of Others: No waiver by the County or its agents or employees of any breach of this contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the contract by the Contractor. All remedies provided by this contract are cumulative, and in addition to each and every other remedy under the law.

JJ. Withdrawal of Bids

1. Withdrawal: Construction (*Code of Virginia 2.2-4330*)

A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

The bidder shall give notice in writing to the Director of Purchasing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. The work papers, documents and materials shall, at the bidders request, be considered as trade secrets or proprietary information subject to compliance with the provisions of *Code of Virginia §2.2-4342(F)*.

Within 5 business days, the County will notify the bidder in writing of its decision. If the County denies the withdrawal of a bid under the provisions of this section, it shall state in such notice the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the County will also return all work papers and copies thereof to the bidder.

2. Withdrawal: Other than Construction

A bidder for a public contract may request withdrawal of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as

opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of work papers, documents or materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may request withdrawal of his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of work papers, documents or materials used in the preparation of the bid sought to be withdrawn. Such notice shall be sent to the Purchasing Department prior to award. The work papers, documents and materials shall, at the bidders request, be considered as trade secrets or proprietary information subject to compliance with the provisions of *Code of Virginia* §2.2-4342(F).

VI. SPECIAL TERMS AND CONDITIONS

A. Acceptance Period of Bids: All bids submitted shall be binding for sixty (60) calendar days following bid opening date. The sixty (60) calendar day acceptance period may be extended by mutual consent of both parties.

B. Contract Term/Contract Renewal/Contract Extension

1. Contract Term

The initial term of this contract shall be effective from July 1, 2013 through June 30, 2016.

2. Contract Renewal

This contract may be renewed by the County for two (2) successive one year periods under the terms and conditions of the original contract except as stated in subsections a and b below. Price increases may be negotiated only at the time of renewal. Upon a determination by the County to renew this contract for an additional term, written notification will be given to the Contractor.

- a. If the County elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased by more than the percentage increase of Table 5 - Wired Telecommunications Carriers – Internet Access Services category of the Producer Price Index (PPI), of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be <http://www.bls.gov/ppi>.
- b. If during any subsequent renewal periods, the County elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period

increased by more than the percentage increase of Table 5 - Wired Telecommunications Carriers – Internet Access Services category of the Producer Price Index (PPI), of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be <http://www.bls.gov/ppi>.

3. Contract Extension

The County has the right to extend this contract for up to one hundred eighty (180) days following any term on the contract.

- C. Cooperative Procurement:** This procurement is being conducted by Chesterfield County in accordance with the provisions of 2.2-4304 *Code of Virginia*. Except for contracts for architectural and engineering services or construction in excess of \$200,000 by a local public body from the contract of another local public body that is more than a straight line distance of 75 miles from the territorial limits of the local public body procuring the construction, if agreed to by the Contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Chesterfield County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Chesterfield contract. Chesterfield County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
- D. Insurance Requirements:** **The Contractor and insurance company should carefully review the insurance requirements set forth below. The Contractor shall furnish a copy of a certificate of insurance in accordance with the requirements before the County will execute a contract. The Contractor shall be responsible for maintaining current certificates of insurance on file with the County. The certificate of insurance does not need to accompany the bid. The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County and Chesterfield County Public Schools from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverages shall be such as to fully protect the County and Chesterfield County Public Schools, the Consulting Professional (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his forces as enumerated above.**

The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the County's Attorney and/or Risk Management Director and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract.

The Contractor shall maintain during the initial term and any additional terms of this contract the following equivalent coverage and minimum limits:

1. Commercial General Liability 1,000,000 Combined Single Limit per occurrence.
2. Automobile Liability \$1,000,000 Combined Single Limit per occurrence
3. Workers' Compensation Virginia Statutory limits
4. Employers' Liability \$100,000 each accident

If an insurance certificate is used as evidence of the required insurance the insurance certificate:

- a. Must reflect that the Commercial General Liability policy names "the Chesterfield County Board of Supervisors, their officers, employees, and agents" or "the Chesterfield County School Board, Chesterfield County Board of Supervisors, their officers, employees, and agents" as an additional insured by endorsement to the policy;
- b. Must reflect that the policies are endorsed to require no less than 30 days notice of cancellation or other change in coverage to the County;
- c. Must have an authorized signature;
- d. The Certificate Holder should be listed as:
Chesterfield County
c/o Purchasing Department
P.O. Box 51
Chesterfield, VA 23832-0001
IFB No _____

- E. **Pricing:** Prices shall be stated in units of quantity as specified in the Pricing Schedule. In case of a discrepancy in extension of prices in the bid, the unit price shall govern.

VII. BID FORM

A. BASIS OF AWARD

Award will be made for one or both base bids to the lowest responsive and responsible bidder(s). The County may award to a single Contractor or to multiple Contractors.

B. PRICING SCHEDULE

The bidder agrees to furnish the goods/services as specified herein, and in compliance with the terms and conditions of this Invitation for Bids at the following price(s):

Item 1			500Mbps Internet Connection with Port Access	
Location: 6730 Public Safety Way, Chesterfield, VA 23832				
Installation Charge \$ _____	X 1		Total \$ _____	
Monthly Charge \$ _____	X 36		Total \$ _____	
Indicate if the bidder's offer provides the District's current address allocation range 208.0.238.0 and 208.0.239.0.			Yes	No
If not, the District will add an IP conversion cost of \$26,000 to the total cost of the offer. This figure is an estimate of one technology manager and two technology analysts at a total of \$130 per hour for 200 hours				

Item 2			500Mbps Internet Connection with Port Access	
Location: 13900 Hull Street Road, Midlothian, VA 23112				
Installation Charge \$ _____	X 1		Total \$ _____	
Monthly Charge (500Mbps) \$ _____	X 36		Total \$ _____	
Option – Monthly Charge (1Gbps) \$ _____	X 36		Total \$ _____	

C. DELIVERY SCHEDULE

Bidders are required to state the time of proposed delivery or project completion.
FAILURE TO DO SO WILL RESULT IN THE BID BEING REJECTED AS NONRESPONSIVE.

The County desires delivery by June 30, 2013.

State your earliest firm delivery in calendar days _____ after receipt of order (ARO).

This may be a factor in the award decision.

D. ADDENDA

Bidder hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this Invitation for Bids:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

E. BUSINESS CLASSIFICATION

Bidders are requested to provide the following information to Chesterfield County regarding their business. This information is for statistical purposes and, except in the case of tie bids, all firms submitting bids will receive equal consideration (refer to Clause F of the General Terms and Conditions). Bidder shall indicate whether they are classified as a:

Minority-Owned Business: Yes No

Women-Owned Business: Yes No

Chesterfield Business: Yes No

F. BIDDER'S CHECKLIST

This checklist is provided to assist bidders in submitting a responsive bid and may not be inclusive of all solicitation requirements. Bidders are expected to carefully read the entire solicitation and verify that the following issues have been addressed prior to submission of a bid:

Provide completed cover page to include signature.

Provide completed Bid Form.

CONTRACT OFFICERS MAY INSERT ADDITIONAL REQUIREMENTS

G. CONTRACTOR'S REPRESENTATIVE

Please furnish the name(s) of a contact person, address, telephone, fax number, and email address for placing orders:

Name(s): _____

Address: _____

Phone (voice): _____ Fax: _____

Cell Phone: _____ Email Address: _____

H. CONTRACTOR'S REPRESENTATIVE – Project Manager/Supervisor:

Name(s): _____

Address: _____

Phone (voice): _____ Fax: _____

Cell Phone: _____ Email Address: _____

I. PAYMENT TERMS

If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the County.

Our terms are: _____

J. BIDDER DATA

QUALIFICATIONS OF BIDDER: Firms shall have the capability in all respects to perform fully the contract requirements and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance of the contract to the satisfaction of the County.

Indicate the length of time you have been in business as a company providing the type of good(s) and/or service(s) required for this contract.

_____ years _____ months

Provide a minimum of three (3) references that will substantiate past work performance and experience in the type of work required for this contract.

Company Name, Address, Phone Number and Contact Person's Name and Email Address:

- 1. _____

- 2. _____

- 3. _____

K. VIRGINIA STATE CORPORATION COMMISSION (SCC) REGISTRATION INFORMATION

The bidder shall check one of the following. The bidder is:

a corporation or other business entity with the following SCC identification number:
_____ **-OR-**

not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids. No award shall be issued to a bidder who fails to provide the required information unless a waiver of these requests is granted by the chief executive of the local governing body (the County reserves the right to determine in its sole discretion whether to allow such waivers):