



REQUEST FOR PROPOSALS - TITLE PAGE - ONE

Arlington Public Schools
Purchasing Office

REQUEST FOR PROPOSALS #29FY17

**RFP TITLE: E-RATE FIBER WIDE AREA NETWORK (WAN)
FOR ARLINGTON PUBLIC SCHOOLS**

RFP NUMBER: #29FY17

RFP ISSUE DATE: DECEMBER 6, 2016

**PROPOSAL DUE DATE and TIME: JANUARY 9, 2017, PRIOR TO 2:00 P.M.
(LOCAL PREVAILING TIME)**

This is Arlington Public Schools (APS) Request for Proposals (RFP) #29FY17 issued December 6, 2016, for the provision of E-Rate Fiber Wide Area Network (WAN) Services. Sealed Proposals must be received and time stamped, or signed in, prior to 2:00 PM on January 9, 2017 (collectively the “Proposal Due Date”). Offerors are responsible for ensuring that the Purchasing Office receives their Proposal submission at the Proposal Due Date. The time a Proposal is received shall be determined by the time stamped on the Proposal receipt by the time clock in the Purchasing Office. The APS Purchasing Office is located on the fourth floor of the Arlington Public Schools Education Center, 1426 N. Quincy Street, Arlington, VA 22207. **The APS Ed Center is now a secure facility and Offerors may enter only through Door # 1 on the 1st Floor near the David M. Brown Planetarium. Offerors may be asked to sign in with the receptionist before being allowed to the 4th Floor. Offerors must allow sufficient time to clear the sign in process to complete the Proposal submission process prior to the Proposal Due Date.** Delivery to, or receipt by, any office other than the APS Purchasing Office shall not be deemed receipt by the APS Purchasing Office until actually received in the APS Purchasing Office. The Offeror assumes all risk of delivery to the correct office.

In the event this time clock is not functioning, the time shall be determined by time displayed on the wall mounted clock located between rooms 405 and 406. The time on the wall mounted clock will be written on the Proposal receipt by hand, by Purchasing Office personnel. Proposals received at or after 2:00 P.M. on January 9, 2017, shall not be considered. If the APS Education Center is closed for any reason on the Proposal Due Date, the Proposal Due Date will be extended to 2:00 PM on the next business day the APS Education Center is open.

PRE-PROPOSAL CONFERENCE:

A pre-Proposal conference will be held for this procurement on Monday, December 19, 2016, at 2:00 PM, in Room 401A, located on the 4th floor at the APS Education Center, 1426 N. Quincy Street, Arlington, VA 22207, to discuss the general scope of services for the project and answer general questions. Attendance is not mandatory, but is encouraged. **The APS Ed Center is now a secure facility and Offerors may enter only through Door # 1 on the 1st Floor near the David M. Brown Planetarium. Offerors may be asked to sign in with the receptionist before being allowed to proceed to the 4th floor.** Offerors are requested to contact Rebecca Hoffman, Acting Senior Buyer, at (703) 228-6218 or rebecca.hoffman@apsva.us if they plan to attend the pre-Proposal conference. Minutes

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of this pre-Proposal conference, including but not limited to questions and answers presented at the conference, will be prepared and issued in writing by the Purchasing Office.

A telephone bridge for call-in participation for the Pre-Proposal Conference has been established. If you wish to call in, please use the following information:

Dial in number: 1-877-903-2255
Passcode: 555 8025

QUESTIONS/ REQUESTS FOR INFORMATION:

All questions/requests for information other than those presented at the pre-Proposal conference must be submitted by email, addressed to Rebecca Hoffman at rebecca.hoffman@apsva.us and to be assured consideration, must be received prior to 12:00 PM (noon), December 21, 2016. After reviewing any questions/requests submitted, the Purchasing Office will issue an Addendum to respond to items it deems necessary. Changes to this RFP will be made only by written Addendum issued by the Purchasing Office and designated as "Addendum No."

PROPOSAL SUBMISSION ADDRESS:

Proposals are to be submitted by mail, hand delivered or express carrier to:

Arlington Public Schools,
Purchasing Office, 4th Floor,
Attn: Rebecca Hoffman
1426 N. Quincy Street,
Arlington, VA 22207

Please refer to Section III for additional instructions and requirements.

ADDENDA:

All Addenda will be posted on the APS website at <https://www.apsva.us/purchasing-office/current-solicitations> and the eVA website at www.eva.virginia.gov

Offerors shall ascertain prior to submitting a Proposal that all Addenda issued have been received and shall acknowledge receipt and inclusion of all Addenda by marking here:

Addendum #. ____ Date: _____ Addendum #. ____ Date: _____
Addendum #. ____ Date: _____

TRADE SECRETS OR PROPRIETARY INFORMATION:

Offerors shall confirm whether their Proposal contains any information the Offeror deems proprietary or a trade secret. Information considered to be proprietary or a Trade Secret is to be included in the Proposal response at Tab 6. See Section III. Instructions to Offerors, C.1., Trade Secrets or Proprietary Information, for additional information.

Please mark one:

- () Yes, My Proposal contains information deemed to be proprietary or a trade secret. The information deemed to be proprietary or a trade secret can be located under Tab #6
- () No, My Proposal does not contain information deemed to be proprietary or a trade secret.

ACCEPTANCE OF SCOPE OF SERVICES:

By submitting a Proposal, Offeror confirms that it can deliver all of the work contained in the Scope of Services.

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STATE CORPORATION COMMISSION (SCC) IDENTIFICATION NUMBER: MANDATORY REQUIREMENT:

Under paragraph 9 of Section III, Instructions to Offerors and paragraph 34 of Section VI. Contract Terms and Conditions, the Virginia Public Procurement Act (VPPA) § 2.2 4311.2 requires the Offeror to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise by law. The Offeror shall include in its Proposal the identification number issued to it by the State Corporation Commission (SCC). For more information on how the SCC can expedite a request for an identification number, please contact the SCC at (www.scc.virginia.gov) or the Clerk's office at 1-804-371-9733.

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

1. Offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC. The Offeror's identification number issued by the SCC is _____. (*The SCC number is NOT your federal tax Identification number nor your eVA registration number*).
2. Offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such Offeror's identification number issued to it by the SCC is _____.
3. Offeror does not have an identification issued to it by the SCC and such Offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

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

DEBARMENT:

If you answer yes to any of the following, on a separate attachment, state the person or entity against whom the debarment was entered, give the location and date of the debarment, describe the project involved, and explain the circumstances relating to the debarment, including the names, addresses and phone numbers of persons who might be contacted for additional information

1. Is your organization or any officer, director, project manager, procurement manager, chief financial officer, partner or owner currently debarred from doing federal, state or local government work for any reason?
Yes No
2. Has your organization or any current officer, director, project manager, procurement manager, chief financial officer, partner or owner ever been debarred from doing federal, state or local government work for any reason?
Yes No

E-RATE DEBARMENT:

Offerors are to confirm whether or not they are currently suspended or debarred from participation in the E-rate program or under current or pending investigation that could result in suspension or debarment from the program.

YES NO

RED LIGHT STATUS:

A copy of the Offeror's FCC red light system status is required to be included with Proposal Submission.

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TYPE OF BUSINESS:

Please check the following information relevant to your firm:

Minority Owned Business:	YES _____	NO _____
Small Business:	YES _____	NO _____
Woman Owned Business:	YES _____	NO _____
Service Disabled Veteran Owned Business:	YES _____	NO _____
Employment Service Organization:	YES _____	NO _____
None of the Above:	YES _____	NO _____

ETHICS IN PUBLIC CONTRACTING/CERTIFICATION OF NON-COLLUSION:

The Contract awarded as a result of this RFP will incorporate by reference Article 9 of the APS Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq., and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The undersigned certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other person (as defined in Code of Virginia Section 59.1-68.6 et seq.) and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

In compliance with this RFP and all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this RFP. Sign in blue ink and type or print requested information.

My signature certifies that this firm or individual has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to APS, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to APS, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with APS.

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THIS PROPOSAL IS SUBMITTED BY:

Full Legal Name of Offeror: (to be used for Award): _____

E-rate Service Provider Identification Number (SPIN) : _____

Mailing Address:

Remittance Address (If Different):

Phone: () _____

Fax: () _____

Email Address: _____

Contact Person: _____

Tax Identification (FIN/SSN#): _____

Title: _____

Typed/Printed Name: _____

Signature: _____

Date: _____

(Person signing must be authorized to bind the Offeror in contractual matters)

A W-9 Form should be attached showing correct Full Legal name for award of contract.

INCLUDE PAGES 1, 2, 3, 4 & 5 OF THIS RFP AS THE FIRST 5 PAGES OF YOUR PROPOSAL RESPONSE UNDER TAB 1

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INTRODUCTION TO RFP #29FY17

A. BACKGROUND:

Arlington Public Schools (APS) consists of twenty-three (23) elementary schools, five (5) middle schools and four (4) high schools. An alternative secondary program is available, in addition to a special education center serving persons aged two (2) through twenty-two (22). APS has the following Departments responsible for overseeing the operations of the school division: Administrative Services, School & Community Relations, Facilities and Operations, Finance and Management Services, Information Services, Instruction, Human Resources and Student Services and Special Education. The school division employs more than four thousand, two hundred (4,200) employees and serves more than twenty-five thousand, six hundred seventy eight (25,678) Pre-K to 12 students and over five thousand (5,000) adult education students.

B. GENERAL INFORMATION:

Arlington Public Schools (APS) is planning a state-of-the-art data network that will support SDN (Software Defined Networking), Convergence, Telepresence, High Security QOS (Quality of Service), 802.1X, and the latest technologies for instruction such as video on demand. To support these technologies and services APS is soliciting design and pricing for E-Rate Fiber Wide Area Network (hereinafter referred to as “WAN”) construction and services.

APS currently has forty (40) schools and buildings (hereinafter referred to as “Sites”) connected in a large campus type of network, and an additional two (2) schools (Sites) being built. APS seeks a network provider to connect all Sites together in a private fiber WAN. Per changes in E-Rate 2.0, APS is interested in taking advantage of new lit and leased dark fiber options, specifically pertaining to special construction and leased dark fiber.

It is the intent of APS to select the most cost effective solution for the WAN. APS is seeking a provider capable of: providing a robust, scalable, highly reliable lit or leased dark fiber interconnect to all Core Sites and to provide dedicated home run lit or leased dark fiber pairs between the Core and Edge Sites; enhancing the resiliency, reliability, bandwidth, and functionality of network services; exploring and supporting leading edge technologies which are more efficient and more cost effective for APS; and bringing the new E-rate Fiber WAN online in a very timely manner.

APS aggressively pursues the discounts offered under the E-rate provisions of the Telecomm Act of 1996. All offerors must meet and follow all current and future regulations established for the E-rate program and E-Rate 2.0 changes. Please reference E-rate at www.usac.org/sl/ for further information.

C. OFFERORS MINIMUM QUALIFICATIONS/EXPERIENCE:

The following requirements must be met or exceeded in order for consideration of a Proposal for an award:

1. Minimum of three (3) years continuous experience, prior to the Proposal Due Date, in the service and support of fiber WANs for projects of a similar size and nature.
2. At the time of the Proposal Due Date, all offerors must be in good standing with respect to E-rate participation requirements. As required on Title Page Three (3): Offerors are to confirm whether or not they are currently suspended or debarred from participation in the E-rate program or under current or pending investigation that could result in suspension or debarment from the program; and to include a copy of the Offeror’s green light status with Proposal submission.

E. MANDATORY REQUIREMENTS:

The Core and all associated service shall be completed and in use no later than April 30, 2018.

II. SCOPE OF SERVICES

A. Arlington Public Schools (APS) is seeking a provider to interconnect all Sites as identified in Attachment One, with a private E-rate fiber Wide Area Network (WAN). Offerors are encouraged to propose solutions based on the requirements in this section.

B. The Core Sites

1. Must incorporate geographically resilient pathways
2. Must incorporate the two **Group A** mandatory Sites into the Core Sites:
 - A.1 Network Operations Center (NOC) at Taylor Street, and
 - A.2 Washington & Lee High School
3. Must incorporate at least one pair of the **Group B** Sites into the Core Sites:
 - B.1 Jefferson Middle School and New (as yet unnamed) Elementary School
 - B.2 Kenmore Middle School and Carlin Springs Elementary School
 - B.3 Williamsburg Middle School and Discovery Elementary School
4. May incorporate as few, or as many, of the following optional **Group C** Sites into the Core Sites:
 - C.1 Glebe Elementary School
 - C.2 HB Woodlawn-Stratford
 - C.3 Hoffman-Boston Elementary School
 - C.4 Key Elementary School
 - C.5 Swanson Middle School
 - C.6 Wakefield High School
 - C.7 Yorktown High School

APS is providing for optional Core Sites in order to allow the Offeror to optimize their proposed design. Offeror is encouraged to leverage pre-existing resources to maximize cost effectiveness and minimize installation time.

5. Offeror may add any Sites to the Core Sites that are not listed in groups A, B, or C above
6. All Core Sites may be used to consolidate home runs to the remaining Edge Sites. Edge Sites are all Sites not attached to the initial Core Sites.

C. Requirements

1. The Core and all associated service shall be completed and in use no later than April 30, 2018. Should this deadline not be met, Liquidated Damages may be assessed to the vendor. The amount will equate to costs incurred by APS from loss of E-rate funding, which range from between 20% and 90% of the eligible category service.
2. Develop and provide a robust, scalable, highly reliable lit or leased dark fiber interconnect to all Core Sites and dedicated home run lit or leased dark fiber pairs between the Core and Edge Sites.
3. Provide a detailed description of how service will be delivered and the design methodology, including how aspects of the network (Edge, Core Sites) will be scaled. A DWDM (Dense Wavelength Division Multiplexing) network is targeted. Service should be scalable to support multiple, parallel OTU2e streams.
4. Design and final delivery of service must not utilize any oversubscription between the school Sites and the network Core Sites.
5. Connections between locations must be provided using dedicated fiber. The Core Site interconnects may be composed of no less than two (2) and no more than eight (8) strands of fiber; and the Edge Site runs should be

composed of no less than two (2) and no more than four (4) strands. Utilization of more than two (2) strands for any connection will be at the discretion of APS.

6. To minimize failure points, energy consumption and space, no electronics provided by the vendor will be co-located in the MDF (Main Distribution Frame) other than an Active Optical Transceiver (e.g. GBIC, SFP+ Module, etc.) that will be housed in an APS supplied chassis.
7. Provide description of options for additional connectivity between any location(s) if required.
8. Provide a detailed timeline for completion of project implementation to include: estimated time for engineering, permitting and construction of each site and final delivery (based on date of contract award).
9. There will be no single point of failure for Core Sites other than the service where it enters/ exits each location.
10. Provide details of the warranty for all equipment or material proposed.
11. Provide details of the maintenance policy for the network or any facility installation(s).
12. A dedicated project manager will be in place for the duration of the installation process.
13. One hour response time, 24 hours a day, 7 days a week, 365 days a year.
14. A Mean Time between Repair (MTBR) of three (3) hours or less for any outage affecting the performance or throughput of the network at any point, end to end.
15. Responsible for relocation of services in the event of excavation at a future date.
16. Provide a proposed Service Level Agreement (SLA) to address, but not be limited to, downtime policies, including refund or service credit policies for failure to meet end-to-end targeted reliability, performance metrics and Time to Repair.
17. Provide a detailed logic diagram showing the handoff/link of each site in the proposed design. See example provided as Attachment Two (Sample WAN Topology).
18. Provide a topological geographic map showing paths and locations throughout Arlington. Offeror should label streets the proposed routes are taking and be prepared to discuss rights of way (ROW) issues/challenges during presentations.
19. Lit Option Specifics:
 - a) The total bandwidth of the connection between the Core Sites must equal or exceed the combined bandwidth of all Sites.
 - b) Circuits must NOT be delivered using electronics that service other customers. Connections between locations must be provided using dedicated fiber.
 - c) Provide pluggable optical modules (e.g. SFP+) specified by the customer, to be installed into customer provided network equipment. For a standard Core Site topology, each Site is expected to require a minimum of eight (8) modules: Four (4) standard wavelength (i.e. 1310/1550nm) for Edge-to-hub and hub-to-service connectivity, and four (4) custom wavelength (e.g. DWDM C-Band) optical modules for hub-to-hub Core Sites (east and west) service. Multi-Path or 1xN ROADM/WSS redundancy topologies may require additional custom wavelength modules, dependent on the vendor's proposed design.

III. INSTRUCTIONS TO OFFERORS

A. INFORMATION REQUESTS

All questions relating to this solicitation shall be submitted in writing to Rebecca Hoffman, Arlington Public Schools Purchasing Office at Rebecca.Hoffman@apsva.us. For a question to be considered, the subject line of the email must state the following: "RFP #29FY17 Questions". Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Prior to the award of a contract resulting from this solicitation, Offerors and prospective Offerors are prohibited from contacting Arlington Public Schools staff other than Rebecca Hoffman.

B. TENTATIVE SCHEDULE FOR RFP #29Y17

RFP Issuance	December 6, 2016
Pre-Proposal Conference	December 19, 2016, 2:00 PM, Eastern Standard Time (EST)
Question Deadline	December 21, 2016, 12:00 PM (noon), EST
Addendum 1 Issuance	December 27, 2016
Proposals Due	January 9, 2017 Prior to 2:00 PM, EST
Oral Presentation / Interviews	TBD
Negotiations	TBD
Contract Award	TBD
Contract Starts	upon execution of the Purchasing Agent

Questions will not be considered if they are received after December 21, 2017 at 12:00 PM, Eastern Standard Time. Any questions related to the answers provided in Addendum #1 may be addressed in an additional Addendum.

If any questions or responses require revisions to this solicitation as it was originally published, such revisions will be by formal amendment only. Offerors are cautioned that any written, electronic, or oral representations made by any Arlington Public Schools representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Office of the Purchasing Agent.

C. ADDITIONAL INFORMATION

1. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act (VFOIA); however, the Offeror must invoke these protections upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. [Virginia Code Section 2.2-4342(F)]. **Offerors shall submit, under Tab 6 of the proposal, any data or materials it considers to be a trade secret or proprietary information, or falls within the exceptions to the VFOIA and shall state the reason why protection is necessary. Offerors may not declare the entire Proposal proprietary nor may they declare proposed pricing to be proprietary.** References may be made within the body of the Proposal to proprietary or trade secret information; however all information contained within the body of the Proposal not in the separate section labeled proprietary shall be public information. It is the Offeror's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

2. DEBARMENT STATUS

The Offeror shall indicate, in the space provided on Title Page 3, whether or not it, or any of its principals, is/are currently debarred from submitting bids or proposals to Arlington Public Schools, Virginia, or any other state or political subdivision, and whether or not it is an agent of any person or entity that is currently debarred from submitting proposals to Arlington Public Schools, Virginia, or any other state or political subdivision. An affirmative response may be considered grounds for rejection of the proposal. This statement shall also apply to any subcontractor(s) the Offeror intends to use in the performance of a resulting contract.

As part of Proposal Submission, Offeror must submit proof of red light status (or lack thereof) as bestowed by the Federal Communications Commission.

3. CONFLICT OF INTEREST STATEMENT

The Offeror must provide a statement regarding potential conflict of interest. The certification shall be in the form provided in this solicitation, signed by an authorized agent and principal of the Offeror and notarized. The completed Conflict of Interest Statement (Appendix B) shall be provided in Tab #1 of the Proposal.

4. EXPENSES INCURRED IN PREPARING PROPOSAL

APS accepts no responsibility for any expense incurred by any Offeror in the preparation and presentation of a Proposal. All expenses related to an offer are the sole responsibility of the Offeror.

5. INCOMPLETE DOCUMENTS

Each Offeror is responsible for having determined the accuracy and/or completeness of the solicitation documents upon which it relied in making its Proposal, and has an affirmative obligation to notify the Arlington Public Schools Purchasing Agent immediately upon discovery of an apparent or suspected inaccuracy, error in, or omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering or other indication in the solicitation documents.

If a potential Offeror downloaded an electronic version of the solicitation documents, that potential Offeror is responsible for determining the accuracy and/or completeness of the electronic documents.

If the successful Offeror proceeds with any activity that may be affected by an inaccuracy, error in, or omission in the solicitation documents of which it is aware but has not notified the Arlington Public Schools Purchasing Agent, the Offeror hereby agrees to perform any work described in such missing or incomplete documents at the Offeror's sole expense and at no additional cost to Arlington Public Schools.

Failure to acknowledge all Addendums issued during the solicitation process on the Request for Proposals Title Pages 1 form is considered an incomplete Proposal document.

6. OFFEROR INVESTIGATIONS

Before submitting a Proposal, each Offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by Arlington Public Schools that the Offeror will rely upon. No pleas of ignorance or mistake, inaccuracy, misrepresentation of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents, or will be accepted as a basis for any claim whatsoever for any monetary compensation on the part of the successful Offeror.

7. COMPETITIVE NEGOTIATION FOR NON-PROFESSIONAL SERVICES

This solicitation is let under the procedure for "Competitive Negotiation for Goods and Services Other Than Professional Services" as defined in the Arlington Public Schools Purchasing Resolution. Under this procedure, the content of the Proposals, and the identity of the Offerors are not public record until an award determination has been made. Because of this restriction, the opening of Proposals is not public.

8. ARLINGTON COUNTY BUSINESS LICENSES

The successful Offeror must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this solicitation, prospective offers should contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

9. AUTHORITY TO TRANSACT BUSINESS

Any Offeror organized as a stock or non-stock 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 of Virginia 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. The proper and full legal name of the firm or entity and the identification number issued to the Offeror by the Virginia State Corporation Commission must be written in the space provided on the Proposal Form. Any Offeror that is not required to be authorized to transact business in the Commonwealth shall include in its Proposal a statement describing why the Offeror is not required to be so authorized. Arlington Public Schools may require a firm to provide documentation prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, limited partnership, etc.), and 2) establishes that the firm or entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of a

prospective and/or successful Offeror to provide such documentation shall be grounds for rejection of the Proposal or cancellation of the award. For further information prospective Offerors should refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

10. INSURANCE REQUIREMENTS

Each Offeror must review the insurance requirements section carefully with its insurance agent or broker prior to submitting a Proposal to ensure they can provide the specific coverage requirements and limits applicable to this solicitation. If the Offeror is not able to meet the insurance requirements of the solicitation, alternate insurance coverage satisfactory to Arlington Public Schools may be proposed by the Offeror and considered by the Arlington Public Schools. Written requests for consideration of alternate coverage must be received by the Arlington Public Schools Purchasing Agent at least ten (10) calendar days prior to the date set for receipt of Proposals. If Arlington Public Schools denies the request for alternate coverage, the coverage required by the Insurance Requirements or Checklist section must be provided. If Arlington Public Schools permits alternate coverage, an amendment to the Insurance Checklist will be issued prior to the time and date set for receipt of Proposals. The Insurance Checklist can be found at Appendix D.

11. LIQUIDATED DAMAGES

APS and the Contractor recognize that time is of the essence in this Agreement and that APS will suffer damages if the Contractor does not complete the Services by the Construction Period Completion Date, plus any extensions thereof allowed in accordance with the Terms and Conditions. APS and the Contractor agree that the actual damages to be incurred by APS in the event of late completion are readily ascertainable and capable of estimation at the time of contracting. It therefore is the desire and intent of the Parties to agree to the method of calculating such actual damage in order to avoid any dispute over such damages in the event of failure to achieve timely completion. APS and Contractor agree that if the Construction is not completed by the Construction Period Completion Date the right of APS to receive a discount on any eligible category Service(s) as determined by the Universal Service Administrative Company ("Discount") may be prejudiced. Discounts range from between 20% to 90% of the price of the eligible category service(s). It hereby is agreed that the actual damages to be suffered by APS in the event the Construction is not completed by the Construction Period Completion Date shall be the difference between the Discount to which APS would have been entitled upon completion by the Construction Period Completion Date and any Discount actually received. It further is agreed that APS shall not be entitled to recover any other damages from Contractor arising from late completion. This differential shall be the Liquidated Actual Damages agreed by the parties. The Contractor hereby waives without condition or limitation any objection that the amount of Liquidated Actual Damages is void as a penalty or is not reasonably related to actual damages, and agrees that the amount of Liquidated Actual Damages is in fact a fair and reasonable means of calculation actual damages. Without limitation of the foregoing, Contractor also agrees that any deduction of Liquidated Actual Damages from amounts otherwise payable to Contractor shall not constitute improper or wrongful nonpayment of Contractor and Contractor without limitation or condition conclusively waives any claim or cause of action premised in whole or in part on any such deduction of Liquidated Actual Damages. In the event that, subsequent to any deduction of Liquidated Actual Damages as authorized herein, a time extension is granted or any determination is made which affects in whole or in part the amount of Liquidated Actual Damages deducted, Contractor acknowledges and agrees that its sole remedy shall be payment by APS of the principal amount of Liquidated Actual Damages so determined to be payable to the Contractor. Accordingly, instead of requiring any such proof, APS and the Contractor agree that as Liquidated Actual Damages for delay in achieving timely completion as required by the Contract (but not as a penalty), the Contractor shall hereby consent to APS withholding from amounts otherwise payable to the Contractor all Liquidated Actual Damages which have been assessed through the date of payment. If the amount of Liquidated Actual Damages assessed exceeds the amount otherwise payable to Contractor, Contractor shall make payment thereof to APS within fourteen (14) days following issuance by APS of Notice of payment due for Liquidated Actual Damages.

12. INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION

More than one Proposal received in response to this solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that an Offeror is interested in more than one (1) Proposal for a solicitation both as an Offeror and as a subcontractor for another Offeror, will result in rejection of all Proposals in which the Offeror is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two (2) or

more Offerors submitting a Proposal for the work. Any or all Proposals may be rejected if reasonable grounds exist for believing that collusion exists among any Offerors. Offerors rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

13. PROPOSAL WITHDRAWAL

No Proposal may be withdrawn after it is filed unless the Offeror makes a request in writing to the Arlington Public Schools Purchasing Agent prior to the time and date set for the receipt of Proposals or unless Arlington Public Schools fails to award or issue a notice of intent to award a Contract within ninety (90) calendar days after the date and time set for receipt of Proposals with the successful Offeror.

14. PARKING

Where parking is not provided at an Arlington Public Schools location, the Contractor is responsible for the payment of any parking charges or fines resulting from parking at any worksite(s).

15. CONTRACT AWARD IS IN THE BEST INTEREST

Arlington Public Schools reserves the right to accept or reject Proposals, to waive any informalities or irregularities therein, (an informality is a minor defect or variation a bid or Proposal from the exact requirements of the IFB or RFP, which does not affect the prices, quantity or delivery schedule for the goods, services or construction being procured), and to contract as the best interests of Arlington Public Schools may require in order to obtain the firms that best meet the needs of Arlington Public Schools, as expressed in this RFP. Selection of a Proposal does not mean that all aspects of the Proposal are acceptable to Arlington Public Schools. Arlington Public Schools reserves the right to negotiate the modification of terms and conditions with the Offeror offering the best value to Arlington Public Schools in conjunction with the evaluation criteria contained herein prior to the execution of a contract, to ensure a satisfactory contract.

16. NOTICE OF DECISION TO AWARD

Arlington Public Schools will post a written Notice of Decision to Award on a public notice board in the Arlington Public Schools Education Center, 1426 N. Quincy Street, Arlington, Virginia, 22207, stating the date the decision to award was made, and identifying the name(s) of the awardee(s).

17. REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL AND SUBCONTRACTORS

The key personnel and sub-contractors submitted by the Offeror in its Proposal in order to qualify, are considered essential to the Offeror's qualifications and may not be replaced, substituted or augmented after qualification of the Offeror's Proposal without prior written approval of Arlington Public Schools. A request to replace or substitute any key personnel or subcontractor must be submitted to and approved by Arlington Public Schools prior to substitution or augmentation.

18. CONTRACTOR CERTIFICATION REGARDING CRIMINAL CONVICTIONS

As a condition of awarding a Contract for the provision of Work that requires the Contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, the Arlington School Board shall require the Contractor to provide certification that all persons who will provide such services have not (i) been convicted of a felony or of any offense involving the sexual molestation or physical or sexual abuse or rape of a child; (ii), as more particularly set forth in Va. Code Ann. Section 18.2-370.4 no person shall perform any part of the Work on the property of an existing elementary or secondary school who has been convicted of rape, forcible sodomy or object sexual penetration, all of a child under 13, during the commission of abduction, in the course of entering a dwelling with intent to commit murder, rape, robbery, arson, larceny, assault and battery, or any felony, or of aggravated malicious wounding; and (iii) as more particularly set forth in Va. Code Ann. Section 18.2-370.5, no person shall perform any part of the Work on the property of an existing elementary or secondary school during school hours or during school-related or school sponsored activities who has been convicted of a sexually violent offense. The Contractor certification covers its employees, its Subcontractors and the employees thereof. (Submit completed Appendix A).

The Contractor certification shall also cover its employees, its Subcontractors and employees thereof, assigned to the Work after Contract award. The Contractor, upon demand from APS, shall provide all information which allowed for the Contractor's certification

The Contractor shall submit to APS a completed Contractor Certification Regarding Criminal Convictions on the form provided by APS.

IV. PROPOSAL REQUIREMENTS

A. GENERAL REQUIREMENTS

An ORIGINAL hard copy Proposal in a binder, and one (1) electronic original with a completed Fee Schedule, so marked; and five (5) individual electronic copies of the Proposal without the completed Fee Schedule, so marked; in pdf format on CD-ROM or memory stick, each one containing the Offeror's name, for a total of seven (7) individual copies of your Proposal document as required. The Offeror's Proposal shall address the below areas, not exceeding the stated page limitations. The Proposal shall be limited to a page size of 8 ½" x 11", single space and type size shall not be less than ten (10) point font for each response item. Note: for page-counting purposes, a page equals a one-sided sheet. If a page limit is not noted within the section below there is no page limit.

Proposals shall be submitted in sealed package, with the RFP number, title, Due Date and Time on the outside of the sealed package. Offerors are responsible for having their Proposal received by Purchasing Office staff prior to the Due Date and Time. APS will not assume responsibility for reproduction where an insufficient number of copies have been supplied. APS will notify the Offerors of the deficiency and request that the appropriate number of copies are delivered by the end of the second business day following the request. Failure to comply with this or other requirements of this Request for Proposal may be grounds for APS to reject such Proposals.

Emailed or facsimile submission of Proposals are not acceptable and any such Proposals will not be considered. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit Proposals. Only the Original Proposal should contain pricing information. The electronic copies of the Proposal should not contain or make any reference to pricing information.

Offerors shall submit their Proposals with the required information in the order listed below. Additional instructions are in the Instructions to Offerors (Section III) of this solicitation.

Modification of or additions to any portion or terms of the solicitation may be cause for rejection of the Proposal; however, APS reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a Proposal as nonresponsive.

Mandatory provisions of this Request for Proposals are indicated by the inclusion of the words "shall" or "must" to identify the Offeror's obligations. Failure to comply with these requirements or with any other requirements stated as mandatory either in this RFP or in the Instructions to Offerors shall result in rejection of the Offeror's Proposal as not responsive, except to the extent the failure or omission either is not a mandatory statutory requirement or does not affect price, quantity, quality or time.

APS proposed contract documents and this Request for Proposals contain terms and conditions APS favors and intends to use for the resultant contract. If the Offeror wishes APS to consider any changes to these documents, such changes must be submitted as part of the Offeror's Proposal. Any Offeror receiving a contract award shall be required to execute a contract in substantial compliance with APS standard contract and will be required to furnish all other required contract documents including tax identification or social security number within fifteen (15) days after receipt of notification that the contract is ready for signature; otherwise, APS may award the contract to another Offeror.

Proposals having any erasures or corrections must be initialed by the Offeror in blue ink.

An Offeror may withdraw a Proposal at any time. In the event an Offeror discovers an error in their Proposal and desires to make a correction after the Due Date, the Offeror shall submit in writing the requested correction, along with a written explanation and justification for the change, no later than one (1) business day following the Due Date. If the APS is satisfied that the identified error was the result of a clerical or mathematical error, the APS may permit the correction. The APS shall issue its written decision to the requesting Offeror within three (3) business days of receipt of the correction request. If the request is

approved, the Proposal shall be deemed modified by incorporation of the correction requested. If the requested correction is denied, the Proposal shall be considered as originally submitted. The APS may request additional information or clarifications from an Offeror at any time after the review process has begun.

B. UNNECESSARILY ELABORATE RESPONSES

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the respondent's lack of cost consciousness. Elaborate or expensive art work, paper, bindings, and visual and other presentations are neither necessary at this time nor desired by APS.

C. USE OF INFORMATION AND DOCUMENTS

APS and its officials, employees and agents will copy and use the response of the Offeror and documents included with the response, for various purposes related to analysis, evaluation, and decision to award a contract. Proposals shall be the property of APS. Following award APS may be required to allow inspection and copying of documents, and may also use the Offeror's documents in connection with any resulting contracts with that Offeror. The Offeror is responsible for obtaining any necessary authorizations for all such use of the documents and information, and for assuring that such copying and use is in conformance with laws related to trademarks and copyrights. Any documents or information for which the Offeror has not obtained such authorization, or for which such copying and use is not authorized, shall not be submitted. The undersigned Offeror agrees to indemnify defend and hold APS, its officials, employees and agents harmless from any claims of any nature, including claims arising from trademark or copyright laws, related to use of information and documents submitted with the Offeror's response.

D. SUBMISSION OF PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke these protections upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. [Virginia Code Section 2.2-4342(F)]. **Offerors shall submit, under Tab 6 of the proposal, any data or materials it considers to be a trade secret or proprietary information, or falls within the exceptions to the VFOIA and shall state the reason why protection is necessary. Offerors may not declare the entire Proposal proprietary nor may they declare proposed pricing to be proprietary.** References may be made within the body of the Proposal to proprietary or trade secret information; however all information contained within the body of the Proposal not in the separate section labeled proprietary shall be public information. It is the Offeror's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

E. FORMAT AND CONTENT

The Proposal should address the items included in the Scope of Services and in the Criteria for Proposal Evaluation. The content of the Proposal copies submitted on CD-ROM or memory stick should mirror the content of the original hard copy and should be in pdf format. Failure to do so will result in a lowered evaluation. Incomplete Proposals may be determined nonresponsive.

Offerors should organize their Proposals using the following tabular format:

TAB 1: Administrative

- A fully executed Request for Proposals Title Pages 1, 2, 3 and 4 of this solicitation should be included as the first four pages of your Proposal. The name stated on the Title Sheet on, page 4 must be the full legal names of the Offeror and the address must be that of the office which will have the responsibility for the services provided. The following forms should be completed and also provided in this section:
- The Contactor Certification Regarding Criminal Convictions at Appendix A
- The Conflict of Interest Statement at Appendix B
- The Non-Disclosure and Security Statement at Appendix C
- The Insurance Checklist at Appendix D

TAB 2: Executive Summary

- Provide three (3) current references for fiber WAN services the Offeror has provided within two (2) years prior to the issue date of the RFP. The services must be of a similar size and nature to the Scope of Services in this solicitation. Indicate organization name, contact name, telephone number and e-mail address of each reference. Please verify all information prior to submitting it.
- Address what factors differentiate your company from other potential Offerors for this project?
- What is your company's particular strength in the market place?
- Describe your company's experience in providing similar services.
- How long has your company been providing these specific services?
- Is the Offeror's business line solely performing Fiber Wide Area Network services? If not, what other services does the Offeror provide and what percentage of the Offeror's business lines is Fiber Wide Area Network services?

TAB 3: Offeror information

- Describe the methodology of the Offeror in successfully providing fiber WAN services to public schools.
- Fully describe the Offeror's plan to perform **each of the requirements of the Scope of Services as outlined in Section II.**
- Offerors shall describe in detail the design, quality and appropriateness of how all tasks requested in the Scope of Work will be completed.
- Offeror shall provide a detailed Service Level Agreement to meet the anticipated needs of APS
- Describe your firm's staffing ratios to include consulting, support, sales and administrative and other.
- The Offeror shall provide adequate evidence to support they possess the minimum qualifications/ experience as required in Section I.C.
- Offeror shall confirm ability to meet the implementation deadline of April 30, 2018 as required in Section I.D.
- The Offeror shall provide their most recently filed, signed tax return, and financial statements audited by an independent Certified Public Accountant (CPA). This includes the opinion letter, management letter comments, income statement, balance sheet, and notes to the financial statements from the most recent reporting period. Additional financial details, to include balance sheets and cash flow statements are requested for the past three years. Note: APS will treat any financial information provided in the Proposal as proprietary and confidential, and it will not be subject to public disclosure. Therefore, APS will not execute any Offeror-provided non-disclosure agreements related to such documents.

TAB 4: Fees for Services

- Fee shall include all services required under the Scope of Services (Section II)
- Provide pricing for a ten (10) year lease. Provide separate pricing for eligible and non-eligible costs.

- Provide monthly pricing for all costs; fee shall be inclusive of all Contractor costs, including but not limited to, travel, overhead and profit.
- After ten (10) years, APS reserves the right of use of the fiber. After the initial ten (10) years a maintenance agreement may be negotiated.

TAB 5: Exceptions to the Scope of Services

- Offerors are to identify the work contained in the Scope of Services which they are not able to deliver.

TAB 6: Trade Secrets or Proprietary Information

- Offerors are to provide information on the data or other materials sought to be protected and state the reasons why protection is necessary or falls within the exceptions of the Virginia Freedom of Information Act. It is the Offeror's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

V. PROPOSAL EVALUATION PROCESS, METHOD OF CONTRACT AWARD

A. PROPOSAL EVALUATION PROCESS AND METHOD OF CONTRACT AWARD

Proposals must contain evidence of the Offeror's experience and abilities in the specified area and other disciplines directly related to the proposed work. Other information required by APS may include the submission of profiles and resumes of the staff to be assigned to the project, references, illustrative examples of similar work performed, and other information which will clearly demonstrate the Offeror's expertise in the area of this solicitation. Offerors are encouraged to elaborate on their qualifications and performance data or staff expertise, as well as provide alternative concepts.

A Selection Committee will review and evaluate all Proposals. The Selection Committee will rely primarily on the Proposals submitted in selection of finalists and, therefore, Offerors must emphasize specific information considered pertinent to the project and submit all information requested. Evaluation of the Proposals will include the criteria listed elsewhere in this solicitation.

Following evaluation of the written Proposals as submitted, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting Proposals, on the basis of the factors involved in the Request for Proposals. Negotiations, which may include the submission of more detailed Proposals, oral interviews, or both, shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, APS shall select the Offeror which, in its opinion, has made the best Proposal, and shall award the contract to that Offeror or to multiple Offerors should APS decide this to be in its best interest. Should APS determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

B. PROPOSAL EVALUATION CRITERIA

The following criteria will be used in reviewing the Proposals and in determining the highest scoring Proposal. Cost evaluation will be based on total cost at ten (10) years.

1. 25% Eligible Costs
2. 5% Ineligible Costs (to close Ring and other ineligible costs)
3. 15% Delivery date of completed WAN
4. 20% Design, quality & appropriateness of specifications of provided services
5. 20% Assessment of reliability and SLA (Service Level Agreement) of provided services
6. 10% Experience of Offeror in providing Fiber WAN services
7. 5% References validated

Total 100%

NOTE: If, in the sole opinion of APS, the Offeror's last audited financial statement does not demonstrate the Offeror's ability to generate sufficient income to meet its operating expenses and financial obligations, APS will reject the Offeror's Proposal and not consider it for contract award.

VI. CONTRACT TERMS AND CONDITIONS

The Contract with the successful Offeror (“Contractor”) will contain the following contract terms and conditions, with incomplete information to be added based upon the final negotiations between APS and the successful Offeror. Offerors who propose to use additional or modified language must include such language with their Proposal. Arlington Public Schools is referred to herein as “APS”. **NON-NEGOTIABLE, MANDATORY PROVISIONS REQUIRED BY VIRGINIA LAW OR THE ARLINGTON PUBLIC SCHOOLS PURCHASING RESOLUTION ARE INDICATED BY AN ASTERISK (“*”).** The final agreement is subject to review by the APS Attorney prior to being submitted to the successful Offeror for signature.

1. CONTRACT DOCUMENTS

The Contract consists of the following documents:

- Exhibit A - Agreement #29FY17 and all modifications properly incorporated into the Agreement
- Exhibit B - Scope of Services
- Exhibit C – Fee Schedule
- Exhibit D – Non Disclosure and Data Security Agreements
- Exhibit E – Contract Terms & Conditions
- Exhibit F – Insurance Forms

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents.

The Contract Documents set forth the entire Agreement between APS and the Contractor. APS and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this Agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein below as the “Contract” or “Agreement.”

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (hereinafter the "Work"). The primary purpose of the Work is to obtain the services of a qualified Contractor to provide Fiber Wide Area Network services for APS. The Scope of Work is more fully described in Exhibit A. The Contract Documents set forth the minimum work estimated by APS and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work. The end result of the project will be provision of Fiber Wide Area Network services for Arlington Public Schools.

3. STANDARD OF CARE

In the performance or furnishing of services hereunder, the Contractor and all its agents, shall exercise the highest degree of skill and care normally accepted as practices and procedures by members of the same profession for provision of an Fiber Wide Area Network services to Arlington Public Schools.

4. RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall be responsible for the quality, technical accuracy, and the coordination of all deliverables and other services furnished by the Contractor under this Agreement. The Contractor shall, without additional compensation, correct, or revise any errors or deficiencies that significantly affect the production environment, as determined by the Project Officer, which are discovered within a twelve-month period of final completion of Work.

5. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

APS’ review, approval, or acceptance of, or payment for, any services or deliverables required under this Contract shall not be construed to operate as a waiver by APS of any rights or of any cause of action arising out of the Contract. The Contractor shall be and remains liable to APS for the accuracy and competency of deliverables, plans, specifications, or other documents.

6. CONTRACT TERM

Time is of the essence. The Contract Term shall commence on the date the Purchasing Agent fully executes the Contract and shall terminate on June 30, 2028. Work shall commence on connecting all the Sites to the wide area network (WAN) (“the Construction”) on the commencement of the Contract Term (“the Construction Period”) and shall be completed by no later than April 30, 2018 (“the Construction Period Completion Date”). The Contractor thereafter shall keep the WAN and access by APS to the WAN, including but not limited to all updates, modifications or improvements to the WAN, fully operational (the “Services”) from the Services Commencement Date until the end of the Contract Term and through all Renewal Contract Terms. The date the Services go-live shall be July 1, 2018 (“Services Commencement Date”) and the Services shall continue until June 30, 2028 (“the Services Period”). The right of APS to continued access to the WAN shall continue following expiration of the Contract Term through any Renewal Contract Term.

The Contract Term may be renewed one (1) year at a time (“Renewal Contract Term”), at the sole discretion of APS, at any time prior to thirty (30) days following expiration of the Contract Term and thereafter of any Renewal Contract Term, and such Renewal Contract Term shall be effective immediately upon expiration of the Contract Term and thereafter of the latest Renewal Contract Term. APS shall have this right of renewal for up to but not more than ten (10) Renewal Contract Terms.

7. CONTRACT AMOUNT

The Contract Amount for the Construction is the firm fixed price set forth in Exhibit C-Fee Schedule. The Contract Amount for the Services is the Services Fee as set forth in the unit prices stated in Exhibit C-Fee Schedule. The Contract Amount for Construction and the Contract Amount for Services include all of Contractor’s costs, expenses, travel, overhead, profit and any other items for which the Contractor may be entitled to compensation or reimbursement for the Construction or for the Services. Neither the Construction Price nor the Services Fee shall be subject to change during the Contract Term.

8. PAYMENT

The firm fixed price for all compensation due the Contractor for the Construction shall be as set forth in Exhibit C – Fee Schedule as the “Construction Price.” Payment of the Construction Price shall be made by making one-hundred and twenty (120) equal monthly payments with the first payment being made on the commencement of the Contract Term, but excluding any Renewal Contract Term(s).

The amount the Contractor is to be paid for Services rendered during the Services Period is in accordance with the unit prices shown on Exhibit C (“Services Fee”). The Services Fee shall be full compensation to the Contractor for all Services performed during the Services Period. The Contractor shall submit to APS an invoice for the Services Fee and the Construction Price no earlier than the 10th day of the month for Services provided in the preceding month. Payment of the Services Fee and the Construction Price shall be made to the Contractor within thirty (30) calendar days after the date of acceptance of the receipt of a correct invoice approved by the APS Project Officer. The number of the issued Purchase Order shall appear on all invoices.

The Services Fee schedule during any Renewal Contract Term shall be the same as set forth on Exhibit B as may be amended based on any Services Fee modifications agreed by the Parties.

9. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the APS Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington APS department requesting the work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work under the Contract Documents.

10. ADJUSTMENTS FOR CHANGE IN SCOPE

APS may order changes in the Work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by APS and the Contractor. If the Contractor believes that any particular work is not within the scope of the Project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer after the change or event occurs and within ten (10) calendar days thereafter must provide written notice

to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefore and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a Proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by APS and the Contractor and an APS purchase order is issued covering the cost of the services to be provided under the amendment.

11. ADDITIONAL SERVICES

The Contractor shall not be compensated for any goods or services provided except those included in the Contract Documents and included in the Contract Amount unless those goods or services are covered by a written amendment to this Agreement signed by APS and the Contractor and an APS purchase order is issued covering the expected cost of such services.

APS may determine the need for additional work by the Contractor. Upon a request from APS, the Contractor shall prepare a cost Proposal for any such work. No Additional Services shall be performed unless a written amendment to this Agreement has been executed by both parties.

12. REIMBURSABLE EXPENSES

All expenses shall be included in the Firm Fixed Price for provision of Fiber Wide Area Network Services for APS. APS shall not approve any request for reimbursement of travel-related expenses submitted by the Contractor.

13. REIMBURSABLE TRAVEL-RELATED EXPENSES

All travel-related expenses shall be included in the Firm Fixed Price for provision of Fiber Wide Area Network Services for APS. APS shall not approve any request for reimbursement of travel-related expenses submitted by the Contractor.

Non-reimbursable Expenses: The following expenses are not allowable for reimbursement and should not be included in Firm Fixed Price:

1. Alcoholic beverages
2. Personal phone calls
3. Self-entertainment activities (i.e. pay TV, movies, night clubs, health clubs, theaters, bowling)
4. Personal expenses (i.e. laundry, valet, haircuts)
5. Personal travel insurance (i.e. life, medical, or property insurance) for air fare or rental cars.
6. Auto repairs, maintenance and insurance costs for personal vehicles
7. Travel expenses incurred to obtain or maintain training and/or certificates that are not associated with an employee's job requirements.

14. PAYMENT OF SUBCONTRACTORS*

The Contractor is obligated to take one of the two following actions within seven (7) calendar days after receipt of amounts paid to the Contractor by APS for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from APS attributable to the work performed by the subcontractor under this Contract; or
- b. Notify APS and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from APS for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of 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.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of APS. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

15. NON-APPROPRIATION*

All funds for payments by APS under this Contract are subject to the availability of an annual appropriation for this purpose by APS School Board. In the event of non-appropriation of funds by APS School Board for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, APS will terminate the Contract, without termination charge or other liability to APS, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) calendar days prior written notice, but failure to give such notice shall be of no effect and APS shall not be obligated under this Contract beyond the date of termination specified in APS's written notice.

16. APS PURCHASE ORDER REQUIREMENT*

APS purchases are authorized only if an APS Purchase Order is issued in advance of the transaction, indicating that the ordering school or department has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the order agency. APS will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by APS Purchasing Agent. Contractors providing goods or services without a signed APS Purchase Order do so at their own risk and expense.

17. REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL AND SUBCONTRACTORS

The key personnel and sub-contractors submitted by the Contractor in its Proposal and thereafter accepted by APS are considered essential to the Contractor's qualifications. The Contractor may not replace, substitute or augment any key personnel or sub-contractor without prior written approval of APS. A request to replace or substitute any key personnel or subcontractor for any reason, shall be provided to the APS Project Officer at least fifteen (15) calendar days in advance of such proposed replacement or substitution and the request shall contain sufficient justification, including identification of the proposed replacement or substitute and their qualifications, in sufficient detail to permit evaluation by APS.

Additionally, the Contractor shall not remove or replace the approved Project Manager without written approval of APS. In cases of the approved Project Manager's prolonged illness or other extended leave of absence, Contractor shall provide an interim Project Manager whose continued work on the project shall be subject to approval by APS.

In the event of the Project Manager's resignation or termination from the Contractor's employment, the Contractor shall replace the Project Manager with an individual with similar qualifications and experience and only with APS' prior written approval.

18. PROJECT STAFF

APS has the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If APS reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to APS in a timely manner and at no additional cost to APS. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

19. SUPERVISION BY CONTRACTOR

The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall only employ on the work persons reasonably proficient in the work assigned.

20. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED*

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 related 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.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontract or vendor.

21. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED*

In accordance with §2.2-4311.1 of the Virginia Code, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

22. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR*

During the performance of the work pursuant to 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 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 by APS in accordance with the APS Purchasing Resolution, the employees of which Contractor 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.

23. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until APS determines that all of the following requirements and conditions have been satisfactorily met: APS has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, APS shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by APS in its discretion.

If APS determines that the Contractor has failed to perform satisfactorily, then APS will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period

or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by APS prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to APS Project Officer within fifteen (15) calendar days after the expiration of the Cure Period. APS may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If APS terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from APS to the Contractor (unless APS in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to APS for all costs incurred by APS after the effective date of termination, including costs required to be expended by APS to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to APS upon demand by APS. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to APS, and APS shall be entitled to recover, all damages to which APS is entitled by this Contract or by law, including, and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by APS to the Contractor under the Contract and all attorney fees and costs incurred by APS to enforce any provision of this Contract.

Except as otherwise directed by APS in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

24. TERMINATION FOR THE CONVENIENCE OF APS

The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in APS' best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) calendar days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by APS prior to such termination and any other termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to APS; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

25. INDEMNIFICATION* (NOTE: Virginia does not permit the indemnification of others; cross indemnity provisions are not acceptable). The Contractor covenants for itself, its employees, and subcontractor to save, defend, hold harmless, and indemnify APS, and all of their elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "APS" for purposes of this section) from and against any and all claims made by third parties or by APS for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions or errors in performance or nonperformance of its work called for by the Contract Documents, whether such act or omission or error is attributable to Contractor, subcontractor, any material supplier, or anyone directly or indirectly employed by them, called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract.

If any action or proceeding relating to the indemnification required by this Section is brought against APS, then upon written notice from APS to the Contractor, Contractor shall at Contractor's expense, resist or defend such action or proceeding by counsel approved by APS in writing, such approval not to be unreasonably withheld, but no approval of counsel shall be required where the cause of action is resisted or defended by counsel of any insurance carrier obligated to resist or defend same.

If, after Notice by APS, the Contractor fails or refuses to save, defend, hold harmless and/or indemnify APS, the Contractor shall be liable for and reimburse APS for any and all expenses, including but not limited to, reasonable attorney's fees incurred and settlements or payments made. The Contractor shall pay such expenses upon demand by APS and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

Contractor understands and agrees that it is Contractor's responsibility to provide indemnification to APS pursuant to this section. The provision of insurance, while anticipated to provide a funding source for this indemnification, is in addition to any indemnification requirements and the failure of Contractor's insurance to fully fund any indemnification shall not relieve the Contractor of any obligation assumed under this indemnification.

26. INTELLECTUAL PROPERTY INDEMNIFICATION*

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify APS, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by APS. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by APS, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse APS for any and all expenses, including but not limited to, reasonable attorney's fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by APS and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

27. COPYRIGHT

The Contractor hereby irrevocably transfers, assigns, sets over and conveys to APS all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Agreement. The Contractor further agrees to execute such documents as APS may request to affect such transfer or assignment.

Further, the Contractor agrees that the rights granted to APS by this paragraph are irrevocable. Notwithstanding anything else in this Agreement, the Contractor's remedy in the event of termination of or dispute over the terms of this Agreement shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Agreement is prohibited unless APS approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Agreement.

28. OWNERSHIP AND RETURN OF RECORDS

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose APS' data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of APS' request for services under this Contract, are the exclusive property of APS ("Record" or "Records"), and all such Records shall be provided to and/or returned to APS upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of APS. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At APS' request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at APS's request, shall destroy all computer records created as a result of APS' request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract. No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

29. CONFIDENTIAL INFORMATION

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all APS information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, proprietary systems, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

30. DATA SECURITY

The Contractor agrees that it shall hold all APS data obtained or accessed as a result of its work under this Contract confidential in accordance with the Nondisclosure and Data Security Agreement attached hereto. If individual employees or subcontractors of the Contractor are performing work under this Contract on APS-owned property, then such individual employees or subcontractors shall be required to sign a separate Nondisclosure and Data Security Agreement, which shall be incorporated by reference into this Contract, prior to performing any work or being allowed access to APS data.

The Contractor shall hold APS Information in the strictest confidence and comply with all applicable APS security and network resources policies as well as all local, state and federal laws or regulatory requirements

concerning data privacy and security. The Contractor shall develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted APS Information received from, created or maintained on behalf of APS and strictly control access to APS Information. For purposes of this provision, and as more fully described in this Contract and APS's Non-Disclosure and Data Security Agreement (NDA), "APS Information" (also referred to as "APS Data" or "data") includes, but is not limited to, electronic information, documents, data, images, and records including, but not limited to, financial records, personally identifiable information, Personal Health Information (PHI), personnel, educational, voting, registration, tax or assessment records, information related to public safety, APS networked resources, and APS databases, software and security measures which is created, maintained, transmitted or accessed to perform the work under this Contract.

- (a) APS' Non-Disclosure and Data Security Agreement (NDA). The Contractor shall require that an authorized Contractor designee, and all key employees, agents or subcontractors working on-site at APS facilities or otherwise performing non-incident work under this Contract, sign the NDA (attached as an Exhibit hereto) prior to performing any work or permitting access to APS networked resources, application systems or databases under this Contract. A copy of the signed NDAs shall be available to APS Project Officer upon request.
- (b) Use of Data. The Contractor shall ensure that the use, distribution, disclosure or access ("use") to APS Information and APS networked resources shall not occur in an unauthorized manner. Use of APS Information for other than as specifically outlined in this Contract is strictly prohibited, unless such other use is agreed to in writing by the parties. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of APS Information and any non-compliance with this DATA SECURITY AND PROTECTION provision or any NDA.
- (c) Data Protection. The Contractor agrees that it will protect APS Information according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data, proprietary and/or confidential information. The Contractor shall provide to APS a copy of its data security policy and procedures for securing APS Information and a copy of its disaster recovery plan/s. The Contractor shall provide, if requested by APS, on an annual basis, results of an internal Information Security Risk Assessment provided by an outside firm.
- (d) Data Sharing. Except as otherwise specifically provided for in this Contract, the Contractor agrees that it shall not share, disclosure, sell or grant access to APS Information to any third party without the express written authorization of the APS Chief Information Security Officer or designee.
- (e) Security Requirements. The Contractor shall maintain the most up to date anti-virus, industry accepted firewalls and/or other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact or store APS Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store APS Data into hard drives must provide data at rest encryption. Significant deviation from these standards must be approved by the APS Chief Information Security Officer or designee, the downloading of APS information onto laptops or other portable storage medium is prohibited without the express written authorization of the APS Chief Information Security Officer or designee.
- (f) Data Protection Upon Conclusion of Contract. Upon termination, cancellation, expiration or other conclusion of this Contract, the Contractor shall return all APS Information to APS unless APS requests that such data be destroyed. This provision shall also apply to all APS Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall complete such return or

destruction not less than thirty (30) calendar days after the conclusion of this Agreement and shall certify completion of this task, in writing, to APS Project Officer.

- (g) Notification of Security Incidents. The Contractor agrees to notify the APS Chief Information Officer and APS Project Officer within twenty-four (24) hours of the discovery of any unintended access to, use or disclosure of APS Information.
- (h) Subcontractors. To the extent the use of subcontractors is permitted under this Contract, the requirements of this entire section shall be incorporated into any subcontractor agreement entered into by the Contractor and any data sharing shall be compliant with these security and protection requirements and the NDA. In the event of data sharing, subcontractors shall provide to the Contractor a copy of their data security policy and procedures for securing APS Information and a copy of their disaster recovery plan/s.

31. ETHICS IN PUBLIC CONTRACTING*

This Contract incorporates by reference Article 9 of the APS Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq., and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

32. APS EMPLOYEES*

No employee of Arlington Public Schools, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise there from which is not available to the general public.

33. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract. APS shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of APS that make performance impossible or illegal, unless otherwise specified in the Contract.

34. AUTHORITY TO TRANSACT BUSINESS*

The Contractor shall pursuant to Code of Virginia §2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the sole option of APS.

35. RELATION TO APS*

The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered employees, servants or agents of APS. APS will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. APS will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, APS will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by APS for its employees.

36. ANTITRUST

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

37. REPORT STANDARDS

Reports or written material prepared by the Contractor in response to the requirements of this Contract or request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to APS, The Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All submittals must be in the required tabular format in a binder.
- Report covers / binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper should be avoided.

38. AUDIT

The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. APS or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term or any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which APS does not have ready access) within five (5) years after final payment, the Contractor shall notify APS at least thirty (30) days prior to such disposal, and if APS objects, shall not dispose of the records.

39. ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of APS.

40. AMENDMENTS

This Contract shall not be modified except by written amendment executed by persons duly authorized to bind the Contractor and APS

41. ARLINGTON PUBLIC SCHOOLS PURCHASING RESOLUTION AND APS POLICIES*

Notwithstanding any provision to the contrary herein, no provision of the Arlington Public Schools Purchasing Resolution or any applicable APS policy is waived in whole or in part.

42. DISPUTE RESOLUTION*

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. Claims denied by the Project Officer may be submitted to APS Superintendent or

designee in writing no later than sixty (60) days after final payment in accordance with the Arlington Public Schools Purchasing Resolution.

The time limit for final written decision by APS Superintendent or designee in the event of a contractual dispute, as that term is defined in the Arlington Public Schools Purchasing Resolution, is thirty (30) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Arlington Public Schools Purchasing Resolution, incorporated herein by reference. A copy of the Arlington Public Schools Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, APS Superintendent or designee, School Board, or a court of competent jurisdiction.

43. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION*

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

44. ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

45. NONEXCLUSIVITY OF REMEDIES

All remedies available to APS under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to APS at law or in equity.

46. NO WAIVER

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

47. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

48. NO WAIVER OF SOVEREIGN IMMUNITY*

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by APS pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of APS. The parties intend for this provision to be read as broadly as possible.

49. SURVIVAL OF TERMS

In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration or termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO APS; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; CONFIDENTIAL INFORMATION, AND DATA SECURITY AND PROTECTION.

50. HEADINGS

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this contract or a limitation on the scope of the particular section to which the heading refers.

51. AMBIGUITIES

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

52. NOTICES

Unless otherwise provided herein, all notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

TO APS: Terance Proctor, Director, Information Services
Education Center
1426 Quincy Street
Arlington, Virginia 22207

AND David J. Webb, C.P.M.
Purchasing Agent
Arlington Public Schools
1426 N. Quincy Street,
Arlington, Virginia 22207

53. NON-DISCRIMINATION NOTICE*

APS does not discriminate against faith-based organizations.

54. INSURANCE REQUIREMENTS

The Contractor shall provide to the APS Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, rating of "B" or better and a financial size of "Class VII" or better in the latest edition of A.M. Best Co., and acceptable to APS. The minimum insurance coverage shall be:

- a. Workers Compensation (if applicable)- Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. APS will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$500,000 combined single limit coverage with \$1,000,000 general aggregate covering all premises and operations and including Personal Injury and Independent Contractors. The general aggregate limit shall apply to this Contract. coverage
- c. Automobile Liability - \$100,000 per person / \$300,000 per accident.
- d. Product Liability - \$500,000 combined single limit coverage, \$1,000,000 general aggregate
- e. Cyber Liability Insurance – not less than \$500,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, crisis management and notification expenses, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

- f. Arlington Public Schools, its officers, elected and appointed officials, employees and agents, are to be named as additional insured under all coverages except Workers' Compensation and Automobile Liability, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects APS, its officers, elected and appointed officials, agents and employees. The following definition of the term "APS" applies to all policies issued under the Contract: "APS School Board and any affiliated or subsidiary Board, Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board, Authority, Committee, or Independent Agency is either a Body Politic created by the School Board of Arlington Public Schools, Virginia, or one in which controlling interest is vested in Arlington Public Schools".
- g. Cancellation - All insurance policies required by this Contract shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington Public Schools, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and APS notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- h. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.
- i. Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of any deductible or self-insurance component applicable to the General Liability and Automobile Liability, or any other policies required herein, if any. APS reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, APS may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for APS.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Automobile Liability insurance, and Workers' Compensation insurance (if applicable) in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to APS immediately upon request by APS.

No acceptance or approval of any insurance by APS shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to APS for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverage's are submitted to and acceptable to APS. The Contractor must also provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy of the insurance funding.

55. ACCESSIBILITY OF WEB SITE*

If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any APS websites, or APS' presence on other party websites, the Contractor shall perform such work in compliance with the requirements set forth in the U.S. Department of Justice document entitled "Accessibility of State and Local Government Websites to People with Disabilities." The document is located at: <http://www.ada.gov/websites2.htm>.

56. ARLINGTON COUNTY BUSINESS LICENSE

The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code. For further information on the provisions of this chapter and its applicability to this contract, contact the Arlington County Business License Division, Commissioner of the Revenue of Arlington, Virginia, Telephone Number (703) 228-3060.

62. FAILURE TO DELIVER

In case of failure to deliver goods or services in accordance with the contract terms and conditions, APS, after due oral or written notice, may procure the goods or services 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 APS may have; provided that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a reduction in price to be determined solely by APS.

62. SUBCONTRACTS

The Contractor shall not enter into any subcontract with any subcontractor who has been suspended or debarred from doing federal, state or local government work for any reason.

The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

Nothing contained in this contract shall create any contractual relationship between any subcontractor and APS.

62. CONTRACTOR CERTIFICATION REGARDING CRIMINAL CONVICTIONS

As a condition of awarding a contract for the provision of Work that requires the Contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, the Arlington School Board shall require the Contractor to provide certification that all persons who will provide such services have not (i) been convicted of a felony or of any offense involving the sexual molestation or physical or sexual abuse or rape of a child; (ii), as more particularly set forth in Va. Code Ann. Section 18.2-370.4 no person shall perform any part of the Work on the property of an existing elementary or secondary school who has been convicted of rape, forcible sodomy or object sexual penetration, all of a child under 13, during the commission of abduction, in the course of entering a dwelling with intent to commit murder, rape, robbery, arson, larceny, assault and battery, or any felony, or of aggravated malicious wounding; and (iii) as more particularly set forth in Va. Code Ann. Section 18.2-370.5, no person shall perform any part of the Work on the property of an existing elementary or secondary school during school hours or during school-related or school sponsored activities who has been convicted of a sexually violent offense. The Contractor certification covers its employees, its Subcontractors and the employees thereof. (Submit Appendix A).

The Contractor shall also certify for its employees, its Subcontractors and employees thereof, assigned to the Work after Contract award. The Contractor upon demand from APS shall provide all information which allowed for the certification.

The Contractor shall submit to the APS a completed Contractor Certification Regarding Criminal Convictions on the form provided by the APS (See Appendix A).

62. NON-ENDORSEMENT CLAUSE FOR CONTRACTS & AGREEMENTS

ARLINGTON PUBLIC SCHOOLS may be identified as a “Participant” in Fiber Wide Area Network services with the following statement added. “This shall not constitute an endorsement of any products or services”. For further information please contact the Arlington Public Schools School and Community Relations office.

61. ADVERTISING AND USE OF PROPRIETARY MARKS OR LOGOS

Contractor shall not use the name of Arlington Public Schools (APS) or any Authorized User or refer to APS or any Authorized User, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of APS or such Authorized User. In no event may Supplier use a proprietary mark of APS or an Authorized User without receiving the prior written consent of APS or the Authorized User.

62. EXTENSION OF CONTRACT TERM

The APS Purchasing Office, at its sole and absolute discretion, may extend the final Contract term or final Contract renewal term of the resultant Contract for a period of not more than six months, unless specifically stated otherwise in the solicitation.

ISSUED BY: REBECCA HOFFMAN, CPPB

**Acting Senior Buyer
Purchasing Office Buyer
Arlington Public Schools
Phone: (703) 228-6128
Email: rebecca.hoffman@apsva.us**

VII. APPENDIX A



CONTRACTOR CERTIFICATION
REGARDING CRIMINAL CONVICTIONS

This form must be completed by an authorized official for any organization contracting to provide services under a contract with the Arlington Public Schools or any of its schools or departments, or any subcontractor under such contractor.

The completed form from the Contractor is a condition precedent to the award of the Contract.

As the official authorized to enter into this Contract on behalf of my organization, I certify that:

1. No employee of the organization who will be in direct contact with students on school property during regular school hours or during school-sponsored activities during the performance of this Contract has been convicted of a felony or of any offense involving the sexual molestation, physical or sexual abuse or rape of a child; and
2. As more particularly set forth in Virginia Code Ann. Section 18.2-370.4, no employee who has been convicted of rape, forcible sodomy or object sexual penetration, all of a child under 13, during the commission of abduction, in the course of entering a dwelling with intent to commit murder, rape, robbery, arson, larceny, assault and battery, or any felony, or of aggravated malicious wounding will enter upon the property of an existing elementary or secondary school in the performance of the Work; and
3. As more particularly set forth in Virginia Code Ann. Section 18.2-370.5, no employee who has been convicted of a sexually violent crime shall enter upon the property of any existing elementary or secondary school during school hours or during school-related or school sponsored activities in the performance of the Work.

I understand that a materially false statement regarding this certification is a Class 1 misdemeanor and that conviction of such misdemeanor shall result in the revocation of this Contract and of any related license that I may hold. I declare under penalty of perjury that the foregoing statements are true and correct.

_____	_____
Name of Firm	Signature
_____	_____
Address of Firm	Name and Title (please type or print)
_____	_____
Telephone	Date

VIII. APPENDIX B

CONFLICT OF INTEREST STATEMENT

I, whose name is subscribed below, a duly authorized representative and agent of the entity submitting this Proposal to Arlington Public Schools in response to its Request for Proposal #29FY17, and on behalf of the Offeror:

Certify that neither the Offeror nor any affiliated firm, parent corporation or subsidiary has, within the past five (5) years, been employed by or represented a deliverer of services, which services reasonably could be expected to be considered for purchase by the Arlington Public Schools as a result of this solicitation.

Affirm that if the Offeror is awarded a contract under this solicitation, and during the term of that contract prepares an invitation to bid or request for proposal for or on behalf of the Arlington Public Schools, the Offeror agrees that it shall not (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any bidder or Offeror information concerning the procurement which is not available to the public.

Affirm that the Offeror further agrees that it shall not solicit or accept any commissions or fees from vendors who ultimately furnish services to the Arlington Public Schools as a result of services furnished by the Offeror under any contract award made as a result of this solicitation.

FIRM NAME (Offeror): _____

SIGNED BY:

DATE:

NAME/TITLE: _____

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA/STATE OF (_____) CITY/COUNTY
OF (_____) to wit:

personally appeared before me this ____ day of ____ 2016 the undersigned a Notary Public in and for the State and County of aforesaid, _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument as an agent of the Offeror and acknowledged that he/she has executed the same for the purposes therein contained.

(Seal)

Notary registration number: _____

My commission expires: _____, 20____

IX. APPENDIX C

NON-DISCLOSURE AND DATA SECURITY AGREEMENT (CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of _____ (Contractor) hereby agree that the Contractor will hold Arlington Public Schools (APS) provided information, documents, data, images, records and the like (hereafter "information") confidential and secure and to protect it against loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the information of the APS, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the APS shares with Contractor for testing, support, conversion or other services provided under APS (the "Project" or "APS Contract" as applicable) or which may be accessed through other APS owned or controlled databases (all of the above collectively referred to herein as "information" or "APS information").

In addition to the DATA SECURITY obligations set in the APS Contract, the Contractor agrees that it will maintain the privacy and security of the APS information, control and limit internal access and authorization for access to such information and not divulge or allow or facilitate access to APS information for any purpose or by anyone unless expressly authorized. This includes but is not limited to information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter "his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or that affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution (also collectively referred to herein as "information" or "APS information").

Contractor also agree that it will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. Contractor acknowledges that any unauthorized use, dissemination or disclosure of information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

The Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any information obtained directly, or indirectly, as a result of its work on the Project. Contractor shall coordinate closely with the APS Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate, tightly controlled and that such person/s also maintain the security and privacy of information and the integrity of APS networked resources.

Contractor agrees to take strict security measures to ensure that information is kept secure, properly stored, that if stored that it is encrypted as appropriate, stored in accordance with industry best practices and otherwise protected from retrieval or access by unauthorized persons or unauthorized purpose. Any device or media on which information is stored, even temporarily, will have strict security and access control. Any information that is accessible will not leave the Contractor's work site or the APS' physical facility, if working onsite, without written authorization of the APS Project Officer. If remote access or other media storage is authorized, Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the APS, and connected to the APS network are secure and free of all computer viruses, or running the latest version of an industry standard virus protection program. Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. No information may be downloaded except as agreed to by the parties and then only onto an APS approved device. Downloading onto a personally owned device is prohibited. Contractor agrees that it will notify the APS Project Officer immediately upon discovery, becoming aware or suspicious of any unauthorized disclosure of information, security breach, hacking or other breach of this Agreement, the APS Contract, APS policy, Contractor's security policies, or any other breach of Project protocols. The Contractor will fully cooperate with the APS to regain possession of any information and to prevent its further

disclosure, use or dissemination. The Contractor also agrees, if requested, to promptly notify others of a suspected or actual breach.

Contractor agrees that all duties and obligations enumerated in this agreement also extend to its employees, agents or subcontractors who are given access to APS information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by Contractor. Contractor agrees that it shall take all reasonable measures to ensure its employees, agents and subcontractors are aware of and abide by the terms and conditions of this Agreement and related data security provisions in the APS Contract.

It is the intent of this *Non-Disclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices are in place to ensure confidentiality, protection, privacy and security of APS information and APS networked resources and to ensure compliance with all applicable local, state and federal law or regulatory requirements. Therefore, to the extent that this *Non-Disclosure and Data Security Agreement* conflicts with the APS Contract or with any applicable local, state, or federal law, regulation or provision, the more stringent APS Contract requirement, law, regulation or provision shall control.

At the conclusion of the Project, Contractor agrees to return all APS information to the APS Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the APS Contract.

Authorized Signature: _____

Printed Name and Title: _____

Date: _____

X. APPENDIX D
INSURANCE CHECKLIST

Certificate of Insurance must show all coverage and endorsements indicated by "X"

COVERAGES REQUIRED		LIMITS (FIGURES DENOTE MINIMUMS)	
X	1	Workers' Compensation	Statutory limits of Virginia (if applicable)
X	2	Employer's Liability	\$100,000 accident, \$100,000 disease, \$500,000 disease policy limit (if applicable)
X	3	Commercial General Liability(CGL)	\$ 500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
	4	Premises/Operations	\$500,000 CSL BI/PD each occurrence Million annual aggregate
X	5	Automobile Liability	\$100,000 per person/ \$300,000 per accident, Uninsured Motorist
	6	Owned/Hired/Non-Owned Vehicles	\$1 Million BI/PD each accident, Uninsured Motorist
	7	Independent Contractors	\$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
X	8	Products Liability	\$500,000 CSL each occurrence, \$1 Million annual aggregate
	9	Completed Operations	\$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
	10	Contractual Liability (Must be shown on Certificate)	\$500,000 CSL BI/PD each occurrence
	11	Personal and Advertising Injury Liability	\$1 Million ea. offense, \$1 Million annual aggregate
	12	Umbrella Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury
	13	Per Project Aggregate	\$1 Million per occurrence/claim
	14	Professional Liability	
	15	Miscellaneous E&O	\$1 Million per occurrence/claim
	16	Motor Carrier Act End. (MCS-90)	\$1 Million BI/PD each accident, Uninsured Motorist
	17	Motor Cargo Insurance	
	18	Garage Liability	\$1 Million Bodily Injury, Property Damage per occurrence
	19	Garage keepers Liability	\$500,000 Comprehensive, \$500,000 Collision
	20	Inland Marine-Baillie's Insurance	\$
	21	Moving and Rigging Floater	Endorsement to CGL
	22	Dishonesty Bond	\$
	23	Builder's Risk	Provide Coverage in the full amount of Contract
	24	XCU Coverage	Endorsement to CGL
	25	USL&H	Federal Statutory Limits
X	26	Carrier Rating shall be Best's Rating of B or better or its equivalent	
X	27	Notice of Cancellation, nonrenewal or material change in coverage shall be provided to APS at least 30 days prior to action	
X	28	APS shall be an Additional Insured on all policies except Workers Compensation, Professional Liability, and Automobile Liability	
X	29	Certificate of Insurance shall show Solicitation Number and Title	
	30	Intellectual Property Infringement Insurance	
X	31	Cyber Liability Insurance	\$500,000 CSL each occurrence, \$1 Million annual aggregate

INSURANCE AGENT'S STATEMENT:

I have reviewed the above requirements with the Offeror named below and have advised the Offeror of required coverages not provided through this agency.

AGENCY NAME: _____ AUTH. SIGNATURE: _____

OFFEROR'S STATEMENT:

If awarded the Contract, I will comply with contract insurance requirements.

OFFEROR NAME: _____ AUTH. SIGNATURE: _____

XI. APPENDIX E

SAMPLE FORM CONTRACT

Title: Fiber Wide Area Network Services

This Contract entered into this _____ day of _____, 2017; by and between _____, hereinafter called "Contractor" and Arlington Public School hereinafter called "APS"; and shall terminate on TBD. This duration shall be referred to as the "Contract Term". APS reserves the right, in its sole discretion, to renew the Contract for an additional one year term; this option to renew may be exercised by APS up to but not more than for four (4) additional one year terms ("Renewal Contract Term").

APS and the Contractor, having given adequate consideration, agree that the Contractor will perform all services to assist APS in providing Fiber Wide Area Network Services for Arlington Public Schools in accordance with the Contract which shall consist of APS solicitation #029FY17, and the following documents:

- This Cover Page
- Exhibit A - Agreement #29FY17 and all modifications properly incorporated into the Agreement
- Exhibit B - Scope of Services
- Exhibit C – Fee Schedule
- Exhibit D – Non Disclosure and Data Security Agreements
- Exhibit E – Contract Terms & Conditions
- Exhibit F – Certificate(s) of Insurance

The services shall be provided in accordance with the above-referenced contract documents and is the complete agreement between APS and the Contractor and may not be altered except by written amendment signed by APS and the Contractor in compliance with the requirements of the Contact Documents.

The signatures of APS and the Contractor, or their authorized representatives, are set out below in acknowledgment and acceptance of this Contract.

ARLINGTON PUBLIC SCHOOLS

Date

By: _____(SEAL)
Director / Purchasing Agent

NAME OF BUSINESS

Type of Business (Corporation, Partnership,
Sole Proprietor)

State of Organization/Incorporation

Date

By: _____(SEAL)
Signature

Typed or Printed Name

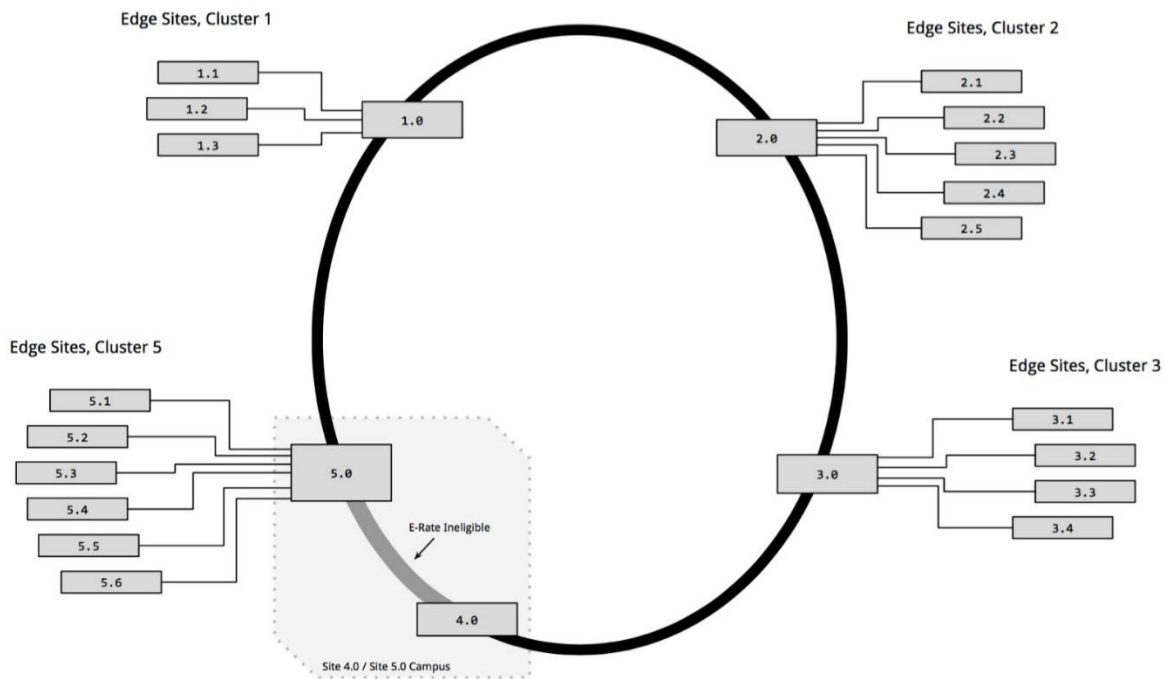
LIST OF ALL ARLINGTON PUBLIC SCHOOL SITES

#	- -	Site	Class	Street Address	Local	State	Zip	Campus
1		Abingdon	ES	3035 S. Abingdon St.	Arlington	VA	22206	
2		Ashlawn	ES	5950 N. 8th Rd	Arlington	VA	22205	
3		Barcroft	ES	625 S. Wakefield St.	Arlington	VA	22204	
4		Barrett	ES	4401 N. Henderson Rd	Arlington	VA	22203	
5		Campbell	ES	737 S. Carlin Springs Rd.	Arlington	VA	22204	
6		Carlin Springs	ES	5995 S. 5th Rd.	Arlington	VA	22204	Kenmore
7		Claremont	ES	4700 S. Chesterfield Rd.	Arlington	VA	22206	
8		Discovery	ES	5241 N. 36th St.	Arlington	VA	22207	Williamsburg
9		Drew	ES	3500 S. 23rd St.	Arlington	VA	22206	
10		Glebe	ES	1770 N. Glebe Rd.	Arlington	VA	22207	
11		Henry	ES	701 S. Highland St.	Arlington	VA	22204	Career Center
12		Hoffman-Boston	ES	1415 S. Queen St.	Arlington	VA	22204	
13		Jamestown	ES	3700 N. Delaware St.	Arlington	VA	22207	
14		Key	ES	2300 Key Blvd.	Arlington	VA	22201	
15		Long Branch	ES	33 N. Fillmore St.	Arlington	VA	22201	
16		McKinley	ES	1030 N. McKinley Rd.	Arlington	VA	22205	
17		NewSchool @ Jefferson	ES	50 S. Old Glebe Rd.	Arlington	VA	22204	Jefferson
18		Nottingham	ES	5900 Little Falls Rd.	Arlington	VA	22207	
19		Oakridge	ES	1414 S. 24th Street	Arlington	VA	22202	Gunston
20		Randolph	ES	1306 S. Quincy St.	Arlington	VA	22204	
21		Reed	ES	1644 N McKinley Rd	Arlington	VA	22205	
22		Science Focus	ES	1501 N. Lincoln St.	Arlington	VA	22201	
23		Taylor	ES	2600 N. Stuart St.	Arlington	VA	22207	
24		Traditional	ES	855 N. Edison St.	Arlington	VA	22205	
25		Tuckahoe	ES	6550 N. 26 St.	Arlington	VA	22213	
26		Gunston	MS	2700 S. Lang St.	Arlington	VA	22206	Gunston
27		Jefferson	MS	125 S. Old Glebe Rd.	Arlington	VA	22204	Jefferson
28		Kenmore	MS	200 S. Carlin Springs Rd.	Arlington	VA	22204	Kenmore

LIST OF ALL ARLINGTON PUBLIC SCHOOL SITES (continued)

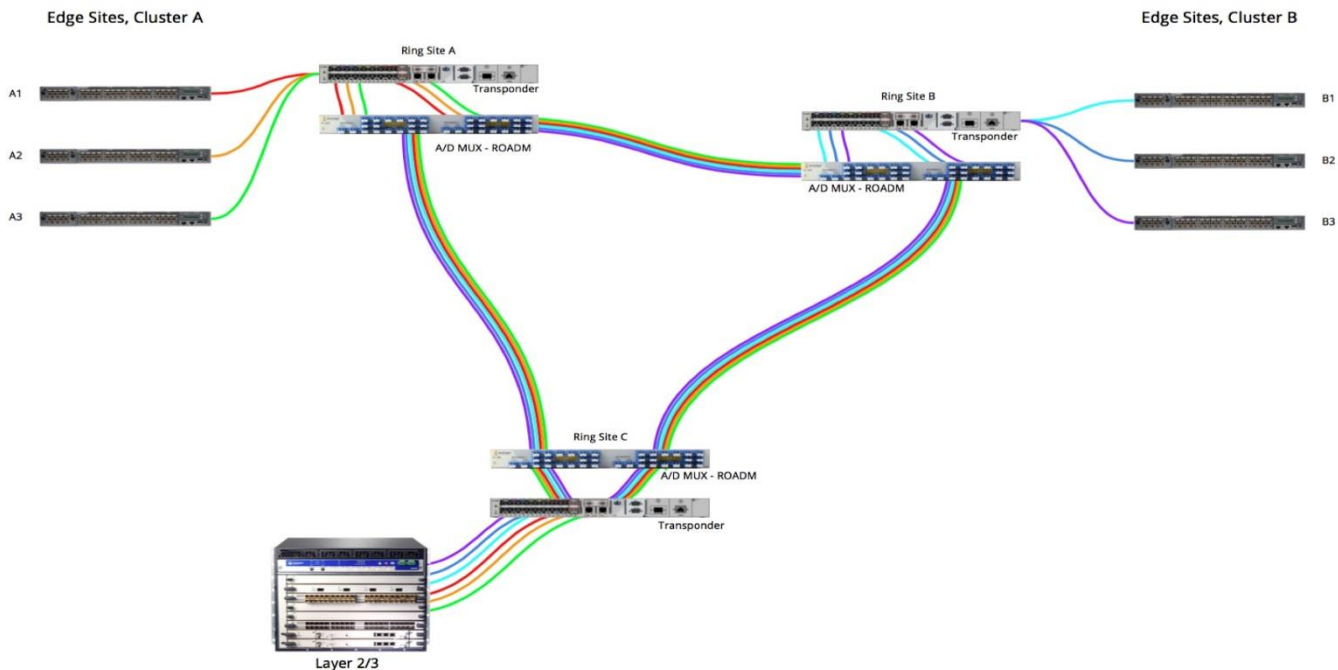
29	Stratford (old HB)	MS	4100 Vacation La.	Arlington	VA	22207	
30	Swanson	MS	5800 Washington Blvd.	Arlington	VA	22205	
31	Williamsburg	MS	3600 N. Harrison St.	Arlington	VA	22207	Williamsburg
32	Wakefield	HS	1325 S. Dinwiddie St.	Arlington	VA	22206	
33	Washington-Lee	HS	1301 N. Stafford St.	Arlington	VA	22201	
34	Wilson (new HB)	HS	1601 Wilson Blvd.	Arlington	VA	22209	
35	Yorktown	HS	5200 Yorktown Blvd.	Arlington	VA	22207	
36	Arlington Community	HS	800 S. Walter Reed Dr.	Arlington	VA	22204	Career Center
37	Career Center	HS	816 S. Walter Reed Dr.	Arlington	VA	22204	Career Center
38	Langston	HS	2121 N. Culpeper St.	Arlington	VA	22207	
39	Marshall	Admin	2847 Wilson Blvd.	Arlington	VA	22201	
40	Facilities	Admin	2770 S. Taylor St.	Arlington	VA	22206	Facilities
41	Syphax @Sequoia	Admin	2110 Washington Blvd.	Arlington	VA	22204	
42	NOC	Admin	2770 S. Taylor St.	Arlington	VA	22206	Facilities

Sample WAN Topology (5R)



2016-10-05 @12:01: CB

Sample Service Topology (L23H)



2016-09-23 @16:00: CB