



Purchasing Department
P. O. Box 13145 • Roanoke, VA 24031
(540) 853-1348 FAX (540) 853-2836
March 17, 2025

Request for Proposal RFP 3177

Notice is hereby given of the intention of the School Board for the City of Roanoke, Virginia ("School Board," "Owner") to contract for:

PATCH MANAGEMENT

Proposal Submission Requirements

Proposals must be received by the Due Date and Time at bids.purchasing@rcps.info.

Due Date and Time: May 6, 2025; 3:00 P.M. (EST)

Announcement of Award: Upon the award or the announcement of the decision to award a contract as a result of this Request for Proposal ("RFP"), the Director of Purchasing will publicly post such notice on the Roanoke City Public School's web site (<https://www.rcps.info/Page/262>) (**Click on Bids, RFPs, and Cancellations**) for a minimum 10-day period.

This procurement is for contract services, the costs of which Roanoke City Public Schools intends to request funding from the Cybersecurity Pilot Program offered by the Federal Communications Commission which contains certain requirements that bidders must meet, as set forth herein. The Roanoke City School Board reserves the right to reject any proposals that do not comply with these requirements, and/or to not make an award. The winning proposal will be based on the quality of the proposal, the Offeror's reputation, and the price as explained in more detail herein. The Roanoke City School Board will award a contract(s) where in the judgment of the Division, such award is in the best interest of the Division.

ROANOKE CITY SCHOOL BOARD
Eric Thornton
Purchasing Director

Electronic Invitation to Bid/RFP Retrieval Instructions: Full copies of Requests for Proposals, Bids, and Addenda must be retrieved over the Internet at the following address:

<https://www.rcps.info/Page/262>
Click on "Bids, RFPs, & Cancellations"

In accordance with the Cybersecurity Pilot Program requirements the RFP documents are also available online at <https://opendata.usac.org/stories/s/Cybersecurity-Pilot-FCC-Form-470-Download-Tool/jsy6-d5cw/>. Interested bidders should monitor the Cybersecurity Pilot Form 470 data base, and the Roanoke City Public Schools (RCPS) web site link above for any updates published regarding this procurement.

THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS

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RFP 3177

PATCH MANAGEMENT

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RFP 3177
PATCH MANAGEMENT

I. PURPOSE

The purpose and intent of this Request for Proposal (“RFP”) is to solicit sealed proposals and enter into a contract(s) for the purchase of specified cybersecurity equipment and/or service from a Vendor (“Offeror,” “Proposer”) that is needed to provide sufficient cybersecurity protection of the Roanoke City Public Schools’ broadband Wide Area Network service and Internet access service. The Roanoke City Public Schools (“RCPS”) is also referred to as the School Board of the City of Roanoke (“Owner,” “Division”).

The Division intends to apply for funding on the equipment/services listed herein through the federal Cybersecurity Pilot Program (“CPP”) operated by the Federal Communications Commission (“FCC”). Several criteria and restrictions pertinent to CPP are included herein and must be met by the successful vendor in order for the proposal to be considered a Qualified Proposal.

II. STATEMENT OF NEED AND TECHNICAL SCOPE OF WORK

- A. The Division currently uses Microsoft Intune, a cloud-based endpoint management solution that manages user access to organizational resources and simplifies app and device management across the Division’s devices, including mobile devices, desktop computers, and virtual endpoints. For more information about Microsoft Intune, please refer to <https://learn.microsoft.com/en-us/mem/intune/fundamentals/what-is-intune>.
- B. The Division seeks to purchase and implement automated Patch Management in conjunction with the existing endpoint management solution, to simplify the patching process for devices and to ensure that all endpoints are consistently and automatically updated. This reduces vulnerabilities and enhance network security. The functionality also includes reporting features to track patch status, compliance, and any vulnerabilities that may remain unaddressed.
- C. The Vendor shall submit their price proposal in Appendix A. Please note that the Division does not have any preferred manufacturer for this procurement.
- D. The Offeror must not propose to sell equipment, or equipment that includes any components manufactured by any company that is deemed to pose an unacceptable risk to the national security of the United States or the security and safety of United States persons (“covered list”) pursuant to FCC regulations (47 C.F.R. § 1.50002. As of the issuance date of this RFP, the covered list includes telecommunications and/or video surveillance equipment and associated services manufactured by the companies listed at the FCC’s web page: <https://www.fcc.gov/supplychain> and <https://www.fcc.gov/supplychain/coveredlist>. Vendors are responsible for monitoring the FCC’s web site links to determine whether any other manufacturers are added to the covered list.
- E. The equipment that is proposed in Appendix A must be interoperable with and compatible with the Division’s existing Endpoint Detection and Response (“EDR”) licensing. Bids must contain a certification of interoperability by the Offeror.

III. PRICING

- A. Proposals must include the completed, signed Appendix A with the full completion of the applicable tabs, with all required information, showing per unit prices and percentage of cybersecurity pilot program eligibility for each component.
- B. RCPS reserves the right to adjust quantities (increase or decrease) for the contract award and implementation of the contract to best meet the Division's needs. This includes the possibility of purchasing some, but not all, the products proposed by the Vendor.
- C. Prices must be inclusive of all taxes, surcharges and shipping charges. The Division will not pay for any costs that exceed the prices quoted in the Vendor's sealed bid.

IV. FCC CYBERSECURITY PILOT REQUIREMENTS

- A. RCPS intends to apply for discounts on the services/equipment listed in this RFP through the federal Cybersecurity Pilot Program ("CPP") offered by the Federal Communications Commission ("FCC") and must receive funding approval in order to proceed with the project. The Division intends to apply for CPP funding on the eligible portion of the charges. Billing of eligible charges separately from ineligible charges is mandatory and an essential requirement of this procurement.
- B. Offerors submitting proposals under this RFP must agree to meet the following requirements:
 - 1. The Division anticipates notifying the vendor with the highest bid evaluation by **May 13, 2025** and to prepare a contract in accordance with the terms and conditions of Sections IX and X of this RFP, and other terms and conditions specific to the services being requested that may be mutually negotiated. The Offeror must agree to execute a contract on or before **June 3, 2025** that reflects the contract terms of this RFP.
 - 2. The Offeror must have a valid SPIN number (Service Provider Identification Number) from Universal Service Administrative Company and must provide that SPIN in the Proposal submission.
 - 3. The Offeror must agree to timely submit to USAC a completed Form 473, Service Provider Annual Certification form. The Offeror must also agree to provide a copy of the completed Form 473 to RCPS.
 - 4. The Offeror must agree to provide discounted bills to RCPS that reflect the benefit of approved CPP funding and that invoice RCPS for the non-discounted amount (the amount not paid by CPP), and the Offeror must invoice the CPP administrator for the amount of the CPP funding.
 - 5. The Offeror must separately itemize the cost of CPP eligible and ineligible products and/or services in its price proposal.
 - 6. The Offeror must be in good standing with the Federal Communications Commission ("FCC") and have no debts outstanding that are owed to the FCC and must not be placed on Red Light Status. See <https://apps.fcc.gov/cores/userLogin.do>. The Offeror must immediately notify RCPS in any event that the FCC places the Offeror on Red Light Status and must take immediate measures to resolve and remove its Red Light Status. Offeror's Red Light Status constitutes a material breach of contract and RCPS reserves the right to cancel the Agreement of the parties immediately and without incurring any termination

charges.

7. If the Offeror learns of any federal, state or local investigation conducted by any regulatory authority that could have an impact on RCPS's ability to continue to receive the benefit of CPP funding, the Offeror must notify RCPS within 30 days of learning of such investigation. RCPS reserves the right to cancel the agreement without penalty if the investigation impedes RCPS' ability in any way to receive the benefit of CPP funding.
8. The Contractor will retain all records pertaining to this RFP and award for a period of ten years from the last date of the CPP service period which shall be three years from the date of the CPP funding commitment decision letter.
9. The Contractor may not make any substitutions or deviate in any way from the itemized specifications contained in their bid without first seeking prior written authorization from the Division. If required, the Contractor must cooperate with the Division in submitting any service substitution requests to obtain the approval of the CPP administrator.

V. SITE INFORMATION, INCLUDING SITE VISITS AND VENDOR INQUIRIES

- A. Site visits are not being offered because this procurement does not include any installation services.
- B. All material information and requirements that are available are set forth in this RFP and appendices. Questions seeking clarification of the requirements of the RFP shall be submitted via email to Eric Thornton, ethornton@rcps.info. Answers to questions shall be posted to the RCPS purchasing website and to the CPP Form 470 web site. Vendors are responsible for periodically monitoring the CPP Form 470 data base available at <https://opendata.usac.org/stories/s/Cybersecurity-Pilot-FCC-Form-470-Download-Tool/jsy6-d5cw/> and/or RCPS purchasing web site for updates. It is suggested that vendors check for updates routinely. The last day for the acceptance of inquiries and clarifications is **April 1, 2025** by 10:00 A.M. local time and the answers will be posted no later than **April 8, 2025** by 2:00 P.M. local time.

VI. CONTRACT PERIOD

The performance period for the contract will begin as of the date of the Funding Commitment Decision Letter and end three years from that date. The Division will notify the Contractor of these dates once the Funding Commitment Decision Letter is received. The Division reserves the right to exercise its discretion to voluntarily extend the contract for one additional year in the event that the Division needs additional time to purchase and install the service.

VII. PROPOSAL PREPARATION AND MANDATORY SUBMITTAL REQUIREMENTS

A. General Requirements

1. RFP Response: Mandatory requirements for submission of a valid RFP follow. In the event that any of these requirements is not met, the proposal is disqualified from consideration.
 - a. Offerors must submit a complete response to this RFP that includes the completed Appendix

A.

- b. In order to be considered for selection, Offerors must electronically submit a complete response to this RFP. Specifically, Offerors must provide one (1) original and one (1) redacted copy that omits any proprietary or confidential information that the Offeror requests to be withheld from public view.

Responses must be delivered not later than 3:00 P.M. on May 6, 2025, to:
bids.purchasing@rcps.info.

- c. Offerors must provide a description of their E-rate experience and success with using the “SPI” method of receiving E-rate reimbursements using FCC Form 474. This will assist the Division in evaluating the qualifications of the Offeror for participating successfully in the CPP.
- d. Offerors must confirm their commitment to bill the Owner for the amounts and description of charges as set forth in the Offeror’s proposal and the parties’ agreement subject to any pre-authorized change orders and/or CPP approved service substitutions. Offeror must be willing to confer with Owner regarding invoice format to ensure that the invoice complies with CPP requirements.
- e. An Offeror on Red Light Status with the FCC is automatically disqualified.
- f. An Offeror not authorized to do business in Virginia is automatically disqualified.
- g. An Offeror’s proposal that has not disclosed all taxes, fees, surcharges, etc. and their amounts or percentages in their proposal may be disqualified in the Owner’s discretion which shall not be exercised arbitrarily.
- h. An Offeror that is not deemed a “qualified” bidder as a result of reference checks and other research conducted by the Owner is disqualified.
- i. An Offeror that does not have place of business is located within a 220-mile radius of the geographic area of the Division’s boundaries is disqualified.

2. Proposal Preparation

- a. The Proposal shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in RCPS requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
- b. The Proposal should be prepared simply and economically, providing a straight-forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. **Proposals should be organized in the order in which the requirements are presented in the RFP.** All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirements as it appears in the RFP. If a response covers more than one page, the proposal should contain

a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.

- d. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- e. Ownership of all data, materials, and documentation originated and prepared for the Roanoke City School Board pursuant to the proposal shall belong exclusively to the Roanoke City School Board and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the Freedom of Information Act, unless otherwise required by law or a court; however, the Offeror must invoke the protection of Section 2.2-4332(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the proposal.

3. Oral Presentations and/or Technical Demonstrations:

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation and/or technical demonstration of their proposal to RCPS. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiations. RCPS will schedule the time and location for these meetings. These meetings are an option of RCPS and may or may not be conducted.

B. Specific Requirements

- 1. Offerors should submit the following information/items as a complete proposal:
 - a. The return of your RFP proposal and addenda signed and completed.
 - b. Documentation of the Offeror's authority to conduct business in the Commonwealth of Virginia such as a business license, documentation of corporation status through the State Corporation Commission, or other documentation as appropriate.
- 2. A typed response describing:
 - a. Offeror's organization data, including years in business, size and structure of the company; a description of the Offeror's history in providing the required services.
 - b. Describe your method and plan for providing the service described herein (Section III -

Statement of Need and Technical Scope of Work and Section V. Method and Plan).

- c. Listing of the Offeror's management and staff personnel to be used for this project detailing qualifications and experience relative to the services described herein. Include resume for personnel and document the individual certifications.
- d. Provide a price schedule for all prices that you would propose to charge under any contract resulting from this solicitation. Provide information about conveying price increases or decreases at the time the contract is negotiated for renewal.
- f. Submit any other information that is believed to be relevant in evaluating the proposal. If applicable, Offerors must provide documentation to establish that the equipment is in fact equivalent and compatible with RCPS existing equipment.

C. Calendar of Events

Action	Date
Release RFP	March 17, 2025
Receive Written Inquiries (no later than)	April 1, 2025 (10:00 A.M.)
Answer Written Inquiries	April 7, 2025 (2:00 P.M.)
Due Date for Proposals	May 6, 2025 (3:00 P.M.)
Notification to Winning Bidder	May 13, 2025
Executed Agreement Deadline	June 3, 2025

VIII. EVALUATION AND AWARD OF CONTRACT:

- A. Proposals shall be evaluated using the following criteria that meet the CPP "cost effectiveness" standard of review and also complies with state law:

#	Criteria	Maximum # Points
1	Method and plan for providing services described herein; including integrity and approach in providing services described herein including Expertise, experience, and qualifications of the Offeror's personnel in providing services as related to the Statement of Need and Technical Scope of Work; Staff/Individual Certifications; whether Offeror has an office located within a 100 mile radius of Roanoke City Public Schools.	39
2	References & Financial Responsibility of the Offeror.	10
3	Price of CPP Eligible Services	51
	Total Maximum # Points	100

B. Award

- 1. Selection shall be made of the Offeror deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal.
- 2. RCPS may cancel this Request for Proposal or reject proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most

advantageous (Section 2.2-4319 and Section 2.2-4359, Code of Virginia).

3. The award document will be RCPS Standard Contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the contractor's proposals negotiated.
4. Award information will be posted on the RCPS Purchasing Department website, <https://www.rcps.info/Page/262> under "Awards."

IX. GENERAL TERMS AND CONDITIONS

- A. **Taxes:** State sales and use tax certificate of exemption, Form ST-12 will be issued upon request, if you do not have same on file. Deliveries against this proposal shall be free of excise or transportation taxes.
- B. **Mandatory use of RCPS Forms and Terms and Conditions:** Failure to submit a proposal on the official forms provided for that purpose shall be a cause for rejection of the proposal. Return of the completed document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the proposal; however, RCPS reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal as non-responsive. Supplementary data and information which respond to inquiries, demonstrate qualifications and expertise, etc., may be attached to the proposal forms.
- C. **Precedence of Terms:** Except for Paragraphs A and B of the General Terms and Conditions for Professional Services, which shall apply in all instances, in the event there is a conflict between the General Terms and Conditions for Professional Services and any Special Terms and Conditions used in a particular procurement, the Special Terms and Conditions shall apply.
- D. **Default:** In case of failure to deliver the reports, documents or services in accordance with the contract terms and conditions, RCPS, after due oral and written notice, may procure from other sources and hold Contractor responsible for any resulting additional procurement and administrative costs. This remedy shall be in addition to any other remedies which RCPS may have.
- E. **Assignment of Contract:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of RCPS.
- F. **Antitrust:** By entering into a contract, the Offeror conveys, sells, assigns, and transfers to RCPS all rights, title and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by RCPS under said contract.
- G. **Ethics in Public Contracting:** By submitting the proposal, all Offerors certify and warrant that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
- H. **Anti-Discrimination:** By submitting their proposal, all Offerors certify to RCPS that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair

Employment Act of 1975, as amended, where applicable, and Section 11-51 of the Virginia Public Procurement Act which provides:

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

1. During the performance of this contract, the contractor agrees as follows:
 - The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin 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.
 - 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.
 - Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 2. The contractor will include the provisions of paragraphs 1, above, in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- I. **Debarment Status:** By submitting a proposal, all Offerors certify that they are not currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia.
 - J. **Applicable Law and Courts:** Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with applicable federal, state and local laws and regulations.
 - K. **Qualifications of Offerors:** RCPS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work and the Offeror shall furnish to RCPS all such information and data for this purpose as may be requested. RCPS reserves the right to inspect Offeror's physical plant prior to award to satisfy questions regarding the Offeror's capabilities. RCPS further reserves the right to reject any proposal if the evidence submitted by, or investigations of such Offeror fails to satisfy RCPS that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
 - L. **Anti-Collusion Certification:** By signing the proposal, the Offeror certifies that the proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The Offeror understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. The Offeror agrees to abide by all conditions of the proposal and certifies that the individual signing the proposal is authorized to do so.
 - M. **Payment Terms:** Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers

of discounts for payment in less than 30 day, however, the Offeror will work with RCPS to set a timeline at the point in time that the contract is funded. If the schedule cannot be achieved within the timeline agreed upon due to the fault of the vendor, RCPS may deduct 1% of the total costs per day until the project is complete.

- N. **Immigration Reform & Control Act of 1986:** By submitting a proposal, Offerors certify that they do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- O. **Asbestos:** Comply with applicable Federal, State and Local regulations
1. Asbestos Hazard Emergency Response Act (AHERA) regulations contained in 40 CFR 763.
 2. Title 29, Code of Federal Regulations, Section 1910.134, 1910.1001, 1910.1200, 1926.58, and 1926.1101 of the Occupational Safety and Health Administration (OSHA), U.S. Department of Labor.
 3. Title 40, Code of Federal Regulations, EPA workplace guidelines include those pertinent sections of part I and II, EPA Guideline document 560/5-S5-024, "Guidance for Controlling Asbestos Containing Materials in Buildings."
 4. All State, County, and City codes and ordinances as applicable.
- P. **Lead:** Comply with applicable Federal, State and Local regulations
1. Title 29, Code of Federal Regulations (CFR), Occupational Safety and Health Administration (OSHA), U.S. Department of Labor:
 - 1910 General Industry Standards
 - 1910.1025 Lead Standard for General Industry
 - 1910.134 Respiratory Protection
 - 1910.1200 Hazard Communication
 - 1910.245 Specifications for Accident Prevention (Sign and Tags)
 - 1926.62 Lead Exposure in Construction
 2. Title 40, CFR Part 50, Appendix G, National Ambient Air Quality for Lead.
 3. ASTM-American Society for Testing Materials
 4. ANSI Z288.2.8 Practices for Respiratory Protection
 5. ANSI Z9.2 1979 Fundamentals Governing the Design and Operation of Local Exhaust systems
 6. United States Housing and Urban Development (HUD) Guidelines for the Evaluation and Control of Lead-Based Paint in Housing, revised, October, 1997
 7. Code of Virginia, Lead-Based Paint Activities VAC 15-30-650
 8. Virginia Department of Environmental Quality, Hazardous Waste Management Regulations 9VAC 20-60-10 thru 1480
 9. USEPA 40 CFR Part 260 Hazardous waste management system
 10. USEPA 40 CFR Part 261 Identification and listing of hazardous waste
 11. USEPA 40 CFR Part 262 Standards applicable to generators of hazardous waste
 12. USEPA 40 CFR Part 263 Standards applicable to transporters of hazardous waste
 13. USEPA 40 CFR Part 264 Standards for owners and operators of hazardous waste treatment, storage and disposal facilities
 14. USEPA 40 CFR Part 265 Interim status standards for owners and operators of hazardous waste treatment, storage and disposal facilities
 15. USEPA 40 CFR part 266 Standards for the management of specific hazardous waste and specific types of hazardous waste management facilities
 16. USEPA 40 CFR Part 267 Interim standards for owners and operators of new hazardous waste land

- disposal facilities
17. USEPA 40 CFR Part 268 Land disposal restrictions
 18. USEPA 40 CFR Part 269 EPA administered permit programs: The Hazardous Waste Permit Program
 19. USEPA 40 CFR Part 270 Requirements for authorization of State hazardous waste programs
 20. USEPA 40 CFR Part 270 Approved State hazardous waste management programs

Q. These terms and conditions are made a part of any resulting contract.

X. SPECIAL TERMS AND CONDITIONS

A. Insurance

1. Prior to the start of any work under the contract, the Contractor shall provide to RCPS Certificate of Insurance Forms approved by RCPS and maintain such insurance until the completion of all project orders issued under the contract. The minimum limits of liability shall be:

Workers' Compensation-Standard Virginia Workers Compensation Policy

Broad Form Comprehensive General Liability --\$1,000,000 Combined Single Limit coverage to include:

Premises-Operations; Products/Completed Operations; Contractual; Independent Contractors; RCPS and Contractor's Protective; Personal Injury (Libel, Slander, Defamation of Character, etc.);

Automobile Liability-\$1,000,000 Combined Single Limit

- B. **Audit:** The Offeror agrees to retain all books, records, invoices, and other documents relative to this contract for ten (10) years after the last date of provision of services in the term of the contract including any extension terms that are exercised by RCPS. RCPS shall have full access to and the right to examine any of said materials during said period.
- C. **Termination of Contract:** RCPS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver any outstanding orders issued prior to the effective date of cancellation. This contract is contingent upon the Division's receipt of FCC Cybersecurity Pilot funding. If the FCC Cybersecurity Pilot funding is not approved, the Division may terminate this Contract without incurring any financial penalty or payment.
- D. **Modification of Contract:** RCPS may, upon mutual agreement with the Offeror, issue written modifications to the statement of needs as a part of this contract, except that no modifications can be made which will result in an increase of the original project order contract price by \$50,000 or a cumulative amount of more than 25%, whichever is greater, without the advance written approval of the Superintendent or her designee. In making any modification, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods as selected by RCPS in accordance with the requirements of the Public Procurement Act.
- E. **Ownership of Materials:** Ownership of all data, materials, and documentation originated and prepared for the Roanoke City School Board pursuant to the proposal shall belong exclusively to the Roanoke City School Board and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the Offeror shall not be subject

to public disclosure under the Freedom of Information Act, unless otherwise required by law or a court; however, the Offeror must invoke the protection of Section 2.2-4332(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices, and/or total proposal *prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the proposal.*

- F. **Subcontracts:** No portion of work shall be subcontracted without prior written consent of RCPS. In the event the Contractor desires to subcontract some or part of the work specified herein, the Contractor shall furnish RCPS the names, qualifications, and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work done by the subcontractor(s) and shall assure compliance with all contract requirements.
- G. **Indemnification:** The contractor agrees to be responsible for, indemnify, defend, and hold harmless RCPS, its officers, agents, and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Workers' Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless RCPS, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contractor.
- H. **Proposal Acceptance Period:** Any proposal resulting from this solicitation shall be valid for 90 days. At the end of the 90 days, the proposal may be withdrawn at the "written" request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled. Withdrawal of proposals due to error shall be in accordance with Section II-54 (ii), Code of Virginia.
- I. **Late proposals:** To be considered for award, proposals must be received by Roanoke City Public Schools, Attention Eric Thornton, 40 Douglass Ave NW, Roanoke, VA 24012, by the designated opening date and hour. The official time used in the receipt of proposals is that time on the clock located in RCPS Purchasing Department. **Proposals received after the designated opening date and hour are automatically disqualified and will not be considered.** Roanoke City Public Schools is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or another means of delivery. It is the sole responsibility of the Offeror to ensure that its proposal reaches Roanoke City Public Schools Purchasing Department by the designated date and hour.
- J. **Debarment Status:** By submitting a proposal, all Offerors certify that they are not currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia.
- K. **Gifts by Offeror, Contractor or Subcontractor:** No Offeror, contractor or subcontractor shall confer on any public employee having official responsibility for a procurement transaction 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 is exchanged.

- L. **Qualification of Offerors:** Roanoke City Public Schools may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work and the Offeror shall furnish to Roanoke City Public Schools all such information and data for this purpose as may be requested. Roanoke City Public Schools reserves the right to inspect Offeror's physical plant prior to award to satisfy questions regarding the Offeror's capabilities. Roanoke City Public Schools further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy Roanoke City Public Schools that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- M. **Availability of Funds:** It is understood and agreed between the parties herein that RCPS shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement.
- N. **Contract Documents:** The contract entered into by the parties shall consist of the Request for Proposal, any issued Addenda, the signed proposal submitted by the Contractor, Roanoke City Public Schools Standard Contract form, the General and Special Terms and Conditions, the Statement of Need including all modifications thereof, all of which shall be referred to collectively as the Contract Documents.
- O. **Rejection of Proposals:** The Superintendent or Superintendent's designee, on behalf of the School Board, reserves the right to reject any and all proposals.
- P. **Procedure for Protest:** Any vendor submitting a proposal may protest the award or decision to award a contract by submitting a written protest to the Superintendent, SCHOOL BOARD of the CITY of ROANOKE, no later than ten (10) days after the award or the announcement of the decision to award whichever occurs first. The written protest shall include the basis for the protest and the relief sought (Section 2.2-4360, Code of Virginia).
- Q. **It shall be the Offeror's responsibility** to obtain any published addenda by checking our Web Site at: <https://www.rcps.info/Page/262> for a copy of all addenda issued prior to the proposal due date. Because two or more addenda are sometimes issued, it is suggested that vendors check the Web Site frequently. Current RFPs and addenda are also listed on the Web Site.
- R. These terms and conditions are made a part of any resulting contract.

XI. ADDITIONAL FORMS

STATE CORPORATION COMMISSION FORM

This form must be returned with response to solicitation

Virginia State Corporation Commission ("SCC") registration information. The undersigned Offeror:

_____ is a corporation or other business entity with the following SCC identification number:

_____.

-OR-

_____ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

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

-OR-

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

****NOTE**** Check the following if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): _____.

Signature: _____ Date: _____

Printed Name _____

Title: _____

Name of Firm: _____

PROPRIETARY AND CONFIDENTIAL INFORMATION FORM

This form must be returned with response to solicitation

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2- 4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers and state the reasons why protection is necessary. The proprietary or trade secret material submitted in the original and all copies of the proposal must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given five business days, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Offeror (Firm): _____invokes the protections of § 2.2-4342F of the *Code of Virginia* for the following portions of my proposal submitted on_____.
Date

Signature: _____

Title: _____

_____ No portion of this proposal is to be considered confidential and/or proprietary.

_____ The data/material indicated below is to be considered confidential and/or proprietary.

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY

*Attachments may be made to this form for further clarification, but this form shall serve as the official request to invoke the protections of § 2.2- 4342F of the Code of Virginia.

ANTI-COLLUSION CERTIFICATION

The Offeror certifies that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Offeror understands collusive bidding is a violation of Federal Law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The Offeror also understands that failure to sign this statement will make the proposal non-responsive and unqualified for award.

Signed: _____

Date: _____

Name of Company: _____

MINORITY & WOMEN-OWNED BUSINESS ENTERPRISE CERTIFICATION

The Proposer should complete the following information:

Is Proposer a qualified minority or women-owned business enterprise (MBE/WBE)?

Yes: _____ No: _____. Regardless of response to this question, Bidder shall complete the following:

Will Bidder be using subcontractors? Yes: _____ No: _____

In conjunction with the desire of the School Board of the City of Roanoke, VA's policy to utilize Minority and Women-Owned Business Enterprises wherever possible, the Bidder (Proposer) has solicited quotations for labor, material, and/or services from the following MBE/WBE: (Attach additional sheet if necessary.)

1.	<u>Name of Firm</u>	<u>Person(s) Contacted</u>	<u>Type of Labor, Service or Material Quoted</u>	<u>Date</u>
	_____	_____	_____	_____
	_____	_____	_____	_____

2. Of those Listed above, we intend to utilize the following MBE/WBE in completion of the work required by this contract. (Attach additional sheet if necessary.)

<u>Name of Firm</u>	<u>Type of Labor, Service or Material Quoted</u>	<u>Amount of Contract Subcontract</u>
_____	_____	_____
_____	_____	_____

The Bidder will utilize the indicated MBE/WBE firms in this project. If the Proposer determines not to use the indicated MBE/WBE, Bidder must notify the School Board and provide a valid non-discriminatory business reason for not employing the MBE/WBE.

3. If the MBE/WBE's indicated in paragraph 1 will not be utilized, please state the reason for each firm. (Attach additional sheet if necessary.)

<u>Name of Firm</u>	<u>Results of Contact</u>
_____	_____
_____	_____
_____	_____

4. If unable to contact MBE/WBE's, please indicate efforts made: (Attach additional sheet if necessary.)

This firm has made a good faith effort to utilize MBE/WBE's whenever possible.

Offeror: _____
(Firm)

(Address)

(Telephone) (FAX)

(Ink Signature and title) (Date)

(Seal and attest Seal if Proposal is by Corporation)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See specific instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	<input type="checkbox"/> Other (see instructions) ▶ _____	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
					-			-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Reference Form

1. Project Location and Scope: _____

Agency Name: _____

Address: _____

Contact Person: _____ Telephone No. _____

E-Mail: _____

2. Project Location and Scope: _____

Agency Name: _____

Address: _____

Contact Person: _____ Telephone No. _____

E-Mail: _____

3. Project Location and Scope: _____

Agency Name: _____

Address: _____

Contact Person: _____ Telephone No. _____

E-Mail: _____

Company: _____

Signature: _____

Title: _____ **Date** _____

Certification of Proposal

RFP 3177 PATCH MANAGEMENT

The undersigned certifies a comprehension of the specifications in the foregoing proposal, and that the merchandise or service submitted for this proposal meets or exceeds the specifications as listed herein. The successful vendor certifies that the vendor, all principals and sub recipients, are not suspended or debarred from providing the services described in this contract. Further, Roanoke City Public Schools reserves the right to review the List of Parties Excluded from Federal Procurement or Non-procurement Programs to determine that the successful vendor, including all principals and sub recipients, has not been suspended or debarred from providing the services described in this contract.

FIRM _____

BY _____
(Signature validates proposal)

(Print or type name)

TITLE _____

ADDRESS _____

CITY _____

STATE, ZIP _____

TELEPHONE _____

TOLL-FREE NUMBER _____

Fax Number _____

E-Mail _____

DATE _____