INVITATION TO BID

Manassas City Public Schools

Procurement Office
8700 Centreville Rd., Suite 400
Manassas, VA 20110

ITB Title:	E-Rate Category 2 Network Switches
ITB Number:	20FY27
Bid Due Date:	December 22, 2026 Prior to 11:00 PM (EST)
Issue Date:	November 16, 2026
Issuing Department:	Procurement Office
Department:	Information Technology
Procurement Contact:	Joshua A. Makely, CPPO, CPPB; jmakely@mcpsva.org

Manassas City Public Schools ("MCPS" or "Owner") is issuing this Invitation to Bid (ITB) #20FY27 issued on November 16, 2026, for the establishment of a Contract for the provision of E-Rate Category 2 Network Switches ("Work"). Sealed Bids in response to this ITB shall be solely received electronically, through DemandStar. Sealed Bids **shall not** be received at the Central Office by mail, express mail, in person, or by courier.

Bidders wishing to submit a Bid in response to the ITB are required to upload the Mandatory Requirements found in the Instructions to Bidders in DemandStar through the link found on the Current Solicitations webpage, which can be located by accessing MCPS' Procurement Office website. A link to the webpage is provided below.

For a Bid to be considered for award of a Contract, the Bid must be received in DemandStar by no later than 11:00 PM (EST) on December 22, 2026 ("Bid Closing"). Bidders are strongly encouraged to submit their Bids in advance of the Bid Closing to allow sufficient time for the Bids to be uploaded into DemandStar before the Bid Closing. The time a Bid is received shall be determined by the time shown under the DemandStar e-Bid response report ("the Log"). If the upload time as shown in the Log is after Bid Closing the Bid will be considered non-responsive and will not be considered for Contract award. **Bids received after the Bid Closing shall not be considered.**

Bids shall be opened and announced remotely at December 23, 2026 at 10:00 AM (EST) ("Bid Opening") using Teams. Anyone wishing to view the Bid Opening can also find the link to the Teams invite under the Due Date column of the Current Solicitations table on the Procurement Office website. Please note, the link requires attendees to use the Teams application or the Google Chrome Browser in order to view the Bid Opening.

Link to the Current Solicitations webpage: https://www.mcpsva.org/page/current-solicitations

PURPOSE:

The purpose of this solicitation is to establish a Contract for the provision of E-Rate Category 2 Network Switches and will be used as the source for the items listed herein during the term of any Contract awarded from this solicitation. Further detail regarding the Scope of Work ("Work") and the Specifications applicable to the Work are set forth in the Contract Documents. MCPS reserves the right to make multiple awards, if following the Bid evaluations, MCPS determines at its sole discretion that it would be in the best interest of MCPS to do so. In the event multiple awards are made, no minimum percentage of the Work is guaranteed to any Contractor.

Labor rates and any materials costs specified in the Bid Form shall include all direct and indirect overhead costs, benefits, insurance, transportation, materials, equipment and other general and administrative cost or markup of any type.

BID DOCUMENTS:

The Bid Documents for this solicitation consist of this Invitation to Bid, the Instructions to Bidders, all Addenda issued prior to the Bid Closing, and the Bid Form. The Contract Documents are as defined in the form Contract between Manassas City Public Schools and the Contractor included with this solicitation. All provisions of the Bid Documents and the Contract Documents shall apply to this solicitation and submission of a Bid shall be the Bidder's confirmation of the acceptance thereof and agreement to comply therewith.

PRE-BID CONFERENCE:

A Pre-Bid conference will not be held for this Procurement.

TAXES:

MCPS is exempt from the payment of any federal excise taxes. The price Bid must be net, exclusive of federal excise taxes. However, when under established trade practice any federal excise tax is included in the list price the Bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as percentage of the list price, which shall be deducted by MCPS in evaluating the Bid. The MCPS Federal Excise Tax Number is 54-1207347. Bidders located outside the Commonwealth of Virginia may charge and collect their own local/state sales tax when the Bid Documents provide that the Goods are to be picked up by MCPS at Bidder's out of Virginia place of business.

NO CONTACT POLICY:

Upon issuance of this ITB, any contact initiated by any Bidder with any MCPS representative (Superintendent, Staff, School Board Member, Students, etc.) other than the Chief Procurement Officer, concerning this Bid is prohibited. Any such unauthorized contact may result in disqualification of the Bidder and/or Bid.

PERIOD OF CONTRACT AND RENEWALS:

The initial period of any Contract awarded shall commence on the date the Chief Procurement Officer or Superintendent fully executes the Contract and shall terminate on June 30, 2027.

Any Contract awarded may be renewed for a period not to exceed one (1) year ("Renewal Contract Period") by written notice given by MCPS at any time prior to thirty (30) Days after expiration of the preceding Initial Contract Period or Renewal Contract Period. No representative of MCPS has any authority to order, direct or request work after expiration of the Initial Contract Period or Renewal Contract Period prior to a Renewal Contract Period in strict compliance with the renewal terms herein. MCPS, at its sole discretion, has the right, but is under no obligation, to exercise this right of renewal not to exceed two (2) Renewal Contract Periods at the same terms and conditions.

MCPS, at its sole discretion, may, but is not required to, extend any existing Contract term for a period of not more than six (6) months to allow for completion of Work in progress at the time of scheduled expiration of the Initial Contract Period or Renewal Contract Period. If the Initial Contract Period or Renewal Contract Period is not extended, all Work shall terminate at the expiration of the Contract Period in which it began.

CONTRACTOR CRIMINAL CONVICTION CERTIFICATION:

Refer to Instructions to Bidders and the Bid Form for required Certifications regarding criminal convictions.

REJECTION OF BIDS; WAIVER OF INFORMALITIES:

MCPS reserves the right to cancel this solicitation, to reject any and all Bids, and to waive any informalities in Bids. Further, MCPS reserves the right to enter into any Contract deemed to be in the best interest of MCPS. The entire contents of the Invitation to Bid, Instructions to Bidders, any Addenda issued prior to the Bid Closing, and the Bid Form shall be incorporated by reference into any resulting Contract.

NON-DISCRIMINATION REQUIREMENTS:

MCPS does not discriminate against a Bidder because of race, religion, color, sex, national origin, age, disability, status as a service-disabled veteran or any other basis prohibited by State or Federal law relating to discrimination in employment.

MCPS does not discriminate against faith-based organizations in accordance with Code of Virginia §2.2-4343.1 in the solicitation or award of Contracts.

MCPS encourages the inclusion in the procurement process of small business, women-owned businesses, minorities and service-disabled veteran businesses and employment services organizations, all as provided by Virginia Code §2.2-4310.

COOPERATIVE CONTRACT FOR USE BY OTHER PUBLIC BODIES: (intentionally deleted)

JOINTLY PROCURED CONTRACT FOR USE BY OTHER PUBLIC BODIES: (intentionally deleted)

REQUEST FOR COMMENTS:

Following any Contract award, or the cancellation of this solicitation, all Bidders or potential Bidders are invited to provide to MCPS written comments regarding the manner in which this solicitation was conducted and any suggested modifications to that process which might make future solicitations by MCPS more efficient, more productive and/or more attractive to potential Bidders.

END OF INVITATION TO BID

1. INSTRUCTIONS TO BIDDERS

1. MEANING OF TERMS

All terms used in the Invitation to Bid, these Instructions to Bidders, the Bid Form and any Addenda shall have the meanings established by the Contract Documents.

2. TENTATIVE SCHEDULE FOR ITB #20FY27

ITB Issued:	November 16, 2026
Question Deadline:	November 24, 2026 (Prior to 5:00 PM)
Addendum 1 Issuance:	Week of November 30, 2026
Bid Closing Date:	December 22, 2026 (Prior to 11:00 PM)
School Board Approval, if applicable:	January 26, 2027
Contract Award:	January 27, 2027
Contract Start:	Upon execution by the Chief Procurement Officer or Superintendent

Questions received after 5:00 PM on November 24, 2026 will not be considered. Any questions related to the answers provided in Addendum 1 may be addressed in an additional addendum. If questions and/or responses require revisions to this ITB as it was originally published, such revision will be by formal amendment only. Bidders are notified that any written, electronic or oral statements made by any MCPS representative or other person appearing to change materially any portion of the ITB shall not be relied upon unless subsequently ratified by a written amendment to this ITB issued by the Chief Procurement Officer in the Procurement Office.

3. FAILURE TO COMPLY

Mandatory provisions of this ITB are indicated by the inclusion of the words “shall” or “must” to identify the Bidder’s obligations. Failure to comply with these requirements or with any other requirement stated as mandatory either in this ITB or in the Instructions to Bidders shall result in rejection of the Bid as non-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.

4. EXAMINATION OF BID DOCUMENTS

Bidders shall thoroughly examine the Bid Documents. The Bidder’s failure or omission to examine any Bid Document shall not relieve the Bidder from any obligations with respect to its Bid or to any Contract which may result therefrom. Each Bidder shall be responsible for the discovery and resolution by inquiry of any ambiguity, discrepancy, error, omission or conflict in the Bid Documents and Contract Documents which in the exercise of reasonable care a reasonably competent Contractor in the field of work involved reasonably should have discovered, all of which shall be included in the Bidder’s Bid Evaluation Total.

5. QUESTIONS/INFORMATION REQUESTS

All questions related to this solicitation, other than those presented at the Conference, must be submitted in writing via email, address to: Joshua A. Makely, Chief Procurement Officer, jmakely@mcpsva.org and erate@mcpsva.org and must be received prior to 5:00 PM on November 24, 2026. Questions should be addressed in the subject line to read: **ITB #20FY27 – Questions**. Failure to label questions as stated may result in the questions not being answered. The Procurement Office will issue written responses to all questions timely submitted. If a Conference is conducted, the Procurement Office will issue written answers to all questions raised at the Conference as an Information Item. Information Items shall be posted on the MCPS DemandStar website. It is the sole responsibility of each Bidder to access this information.

Upon the date of issuance of this solicitation, any contact initiated by any potential Bidder with any MCPS staff or school representative (e.g. superintendent, school board members, students, evaluation committee members, etc.) other than the Chief Procurement Officer, concerning this bid is prohibited. Any such unauthorized contact may cause the disqualification of the Bidder's response.

Modifications of the Bid Documents shall be accomplished only by a written Addendum issued by MCPS. If the answer to a question modifies the Bid Documents, it will be incorporated in and published as an Addendum. No answer to a question as an Information Item shall be deemed to be an Addendum.

6. ADDENDA

Modifications of the Bid Documents shall be accomplished only by a written Addendum issued by MCPS. If the answer to a question modifies the Bid Documents, it will be incorporated in and published as an Addendum. No answer to a question as an Information Item shall be deemed to be an Addendum.

All Addenda shall be posted on the MCPS DemandStar website. It is the sole responsibility of each Bidder to access this information.

The Bidder shall identify on the Bid Form in the spaces provided all Addenda received by the Bidder and which are included in the Bid. It shall be the responsibility of each Bidder to confirm prior to submission of a Bid that it has received all Addenda. Failure of a Bidder to acknowledge receipt shall not relieve the Bidder from the requirements of the Bid, including all Addenda issued. Failure to comply with this requirement does not automatically make a Bid non-responsive. By submitting a Bid, the Bidder agrees that it is bound by its Bid and that it will accept any Contract awarded even if it did not obtain all Addenda before submitting a Bid.

7. INFORMATION ITEMS

All questions received timely, including those at the Conference, shall be addressed by written Information Item. The Bid Documents shall not be modified by an Information Item. All Information Items shall be posted on the MCPS DemandStar. It is the sole responsibility of each Bidder to access this information.

8. SUBMISSION OF BIDS:

Bidders wishing to submit a Bid in response to the ITB are required to upload the Mandatory Requirements found in the Instruction to Bidders into DemandStar through the link found on the Current Solicitations webpage under the Procurement Office website. In order to submit a Bid response to this solicitation the Bidder must be registered with DemandStar. Vendors interested in responding to a solicitation should reference this guide to register with DemandStar.

For a Bid to be considered for award of a Contract the Bid must be received in DemandStar by no later than 11:00 PM (EST) on December 22, 2026 (Bid Closing). Bidders are strongly encouraged to submit their Bids in advance of Bid Closing to allow sufficient time for the Bids to be uploaded into DemandStar before the Bid Closing. The time a Bid is received shall be determined by the time shown under the DemandStar e-Bid response report ("the Log"). If the upload time as shown in the Log is after Bid Closing the Bid will be considered non-responsive and will not be considered for Contract award. Bids received after the Bid Closing shall not be considered.

Submission of Bids by email or facsimile will not be accepted.

All Bids must be submitted on the Bid Form provided with the Bid Documents or a copy thereof. For purposes of this provision, a copy is an exact duplicate of the attached Bid Form reproduced in any manner with no modifications, additions or deletions. The Bid Evaluation Total(s) listed on the Bid Form must match the Bid Evaluation Total(s) on the Excel Pricing Sheet, if applicable.

It is mandatory that everything in the Bid Form is completed. A price must be entered for each line item per Location to be considered for award of that Location. All pages of the Bid Form must be submitted and all blanks in the Bid Form must be completed or noted as not applicable. A notation of "not applicable" or "N/A" shall be used only if the information requested is not a required or mandatory element of the Bid.

A person authorized to bind the Bidder in contractual matters must sign the Bid Form. Mandatory provisions of this ITB are indicated by the inclusion of the words "shall" or "must" to identify the Bidder's obligations. Failure to comply with any requirement stated as mandatory either in this Invitation or in the Instructions to Bidders shall result in rejection of the Bid as non-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.

Bid amounts shall be as reflected on the Bid Form Pricing Schedule.

Include only one price for each line item for which a price is to be provided.

If there is a variance between a unit price and an extension price, the unit price will prevail.

All entries shall be typed or handwritten in ink or other form of permanent marker; pencil shall not be used.

In the event there are any erasures or other modifications to previously written or typed entries, all such erasures or other modifications shall be initialed by the person signing the Bid and a brief explanation included in the margin or the same page.

Each signature appearing on the Bid Form shall be handwritten, shall indicate such person's authority to bind the Bidder, and shall be accompanied by the name of the signatory and the signatory's title either typed or printed legibly. A person authorized to bind the Bidder in contractual matters must sign the Bid Form.

> If the Bidder is a corporation, the legal name of the corporation on file with the Virginia State Corporation Commission shall be set forth above the signature line, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation
>
> If the Bidder is a limited liability company, registered limited liability partnership, or limited partnership, the legal name of the firm on file with the Virginia State Corporation Commission shall be set forth above the signature line, together with the signature of the officer, officers, member, members, partner or partners as applicable authorized to sign Contracts on behalf of the firm.
>
> If the Bidder is a partnership, the name of the partnership as stated in the partnership agreement shall be set forth above the signature line, together with the signature of the partner or partners authorized to sign Contracts on behalf of the firm.
>
> If the Bidder is submitting a Bid under a trade name, the Bidder shall be identified on the signature line in the true name of the entity doing business as the trade name by the person authorized to sign Contracts on behalf of the firm.

Each Bidder must use the attached Bid Form for submitting its Bid. The Bidder shall return one (1) copy of the Bid Form, duly signed with the corporate seal impressed, if applicable, keeping all remaining pages for the Bidder's files. By executing and submitting the Bid Form, the Bidder acknowledges that it has read all Bid Documents, understands them and agrees to be bound by all terms and conditions therein.

Any quantities set forth in the Bid Form or elsewhere in this solicitation are estimates only, and are given for the information of Bidders and for the purposes of Bid evaluation. They do not indicate the actual quantity that will be ordered since the actual volume will depend upon requirements that develop during the Contract Term.

MCPS will not accept, any erasures, exceptions, or modifications to the Agreement or the Terms and Conditions. Bids that include such erasures, exceptions, or modifications shall be deemed non-responsive.

9. VIRGINIA STATE CORPORATION COMMISSION

If the Bidder is a corporation, the legal name of the corporation on file with the Virginia State Corporation Commission shall be set forth above the signature line, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation.

If a Bidder is a limited liability company, registered limited liability partnership, or limited partnership, the legal name of the firm on file with the Virginia State Corporation Commission shall be set forth above the signature line, together with the signature of the officer(s), member(s), partner(s) as applicable authorized to sign Contracts on behalf of the firm.

If the Bidder is a partnership, the name of the partnership as stated in the partnership agreement.

If the Bidder is submitting a Bid under a trade name, the Bidder shall be identified on the signature line in the true name of the entity doing business as the trade name by the person authorized to sign Contracts on behalf of the firm.

10. BIDDER LICENSING AND CERTIFICATION

To be eligible to Bid and to perform any Contract which may be awarded, a Bidder is required to have in effect all licenses and trade certifications required by federal or state law or regulation, or by City of Manassas ordinance or regulation to perform the services which are the subject of this solicitation.

Bidder shall submit with the Bid form copies of all registrations, licenses or certifications required by the Invitation to Bid. Each such license shall show on its face that it is current and valid.

11. SUBMISSION OF PROPRIETARY INFORMATION

The Virginia Public Procurement Act provides limitations on the right of a Bidder to assert that information submitted as part of a Bid is proprietary information or contains trade secrets which are not subject to public disclosure. For any information the Bidder seeks to exclude from public disclosure, the burden shall be on the Bidder to comply with all applicable requirements of the Virginia Public Procurement Act. Any documentation related to such attempt to preserve limitation of public disclosure of any information shall be submitted as a part of the bid submission but as a separate Exhibit properly marked with page numbers to clearly establish the intent of such submission. Bidders may not declare the entire Bid proprietary, nor may they declare the pricing to be proprietary.

12. BID EVALUATION

It is the intent to award all items to a single responsive and responsible bidder on the basis of the best value as determined by the point weighting for those criteria listed in the Evaluation Criteria section of the Instruction to Bidders, and who is compliant with all provisions of the ITB.

For each Bid received, and for each criterion listed below, MCPS will assign a number of evaluation points reflecting, in their sole opinion, the degree by which the Bid satisfies each criterion. A sum of the resulting

evaluation points will identify the Bid(s) which represent the best value per category. It is the intention of MCPS to award one (1) Contract for all individual categories to the Bidder having the highest combined number of evaluation points for all categories.

If MCPS deems it necessary or in its best interests to make award to more than one Bidder for a given category, the additional awards will be made to responsible Bidders submitting responsive Bids in ascending order starting with the second highest scoring category and continuing until, in the sole discretion of MCPS, sufficient awards have been made to fulfill the anticipated requirements. In the event multiple awards are made, no minimum percentage of the Work is guaranteed to any Contractor. When multiple awards are made, preference will be given to the Bidder garnering the highest scoring category in ordering performance, subject to the reasonable discretion of MCPS in achieving prompt, efficient and acceptable performance.

Award of any Contract shall not create any minimum or guaranteed quantity of Goods or Services to be ordered by MCPS during the term of the Contract, which quantities shall be at the sole discretion of MCPS.

If the lowest responsive Bid from a responsible Bidder projects to a price in excess of available funds based upon anticipated needs for the Initial Contract term, or exceeds the permissible maximum for a term contract, the right is reserved to MCPS to negotiate with the apparent low Bidder to obtain a pricing structure which will result in the anticipated needs for the Initial Contract term being within available funds. Such negotiation may include consideration of value engineering, substitution of materials or equipment, modification of unit pricing, and such other modifications of the proposed scope of Work or other Contract requirements which are consistent with the Work as initially solicited and with the public needs MCPS has a duty to satisfy. MCPS and the apparent low Bidder will discuss all such proposed means for reduction of the cost of anticipated needs for a period not to exceed sixty (60) days from the Bid Opening, and if unable to reach agreement within that time all Bids shall be rejected and the solicitation shall be cancelled.

MCPS reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the School Division. MCPS also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria may be considered:

- The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- The quality of performance of previous contracts or services;
- The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- The quality, availability and adaptability of the goods or services to the particular use required;
- The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- The number and scope of the conditions attached to the bid;
- Whether the bidder is in arrears to MCPS on debt or contract or is a defaulter on surety to MCPS or whether the bidder's County taxes or assessments are delinquent; and
- Such other information as may be secured by MCPS Chief Procurement Officer having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of non-

responsibility, MCPS Chief Procurement Officer shall so notify that bidder and shall have recorded the reasons in the contract file.

Lowest pricing, quality goods and services, availability, warranty, return policy and service are factors in awarding this contract. MCPS reserves the right to:

- Accept other than the lowest price
- Waive minor defects or technicalities, formalities and informalities
- Award items by "group," whenever it is deemed in the best interest of MCPS
- Award either in whole or in part, whichever is deemed in the best interest of MCPS
- Reject any or all bids, in whole or in part, to waive any informality and to delete items prior to making the award, whenever it is deemed in the sole opinion of MCPS to be in its best interest
- Award to multiple vendors
- To make the sole determination if any item is an equal
- Request the submission of bid modifications at any time before the award is made. Alter the scope of work reasonably and bid documents until a contract is executed. This is an accepted practice if all bids are over budget.

13. BID WITHDRAWAL

All Bids may be amended and/or withdrawn by a Bidder if the request is received in writing before the Bid Closing. The request must be signed by a person authorized to bind the Bidder that submitted the Bid. Submission of a subsequent Bid, unless specifically identified as an additional Bid, shall constitute the withdrawal of any prior Bid submitted by the same Bidder on the same ITB.

Withdrawal of Bids after opening is governed by the Code of Virginia §2.2-4330. The Bidder shall give notice in writing of their claim of right to withdraw their bid within two (2) business days after the conclusion of the Bid Opening and shall submit the original work papers with such notice.

Whether the request to withdraw a Bid is made before or after the Bid Closing, a Bidder may request withdrawal of its Bid from consideration only if the price bid was substantially lower than the other bids due solely to a clerical or arithmetical mistake therein, as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the Bid, which can be clearly shown by objective evidence drawn from inspection of the Bidder's original work papers, documents and materials used in preparation of the Bid. The Bidder shall provide the original work papers, documents and materials within the same time as required for the notice seeking withdrawal of the Bid.

Bids submitted as of the Bid Closing shall remain in effect for a minimum of ninety (90) days following the Bid Opening if not permitted to be withdrawn as provided in the instructions above. If MCPS fails to either issue a notice of intent to award, make an award, or request an extension of Bids prior to the expiration of such ninety (90) days, this solicitation shall be deemed cancelled. MCPS may request an extension of bids prior to the expiration for a time stated in the request. No Bidder shall be required to consent to such extension and, if the Bidder declines to consent to the extension request, its Bid will be deemed withdrawn at the end of the ninetieth (90^{th}) day after the Bid Opening and will not be considered further. For purposes of this circumstance only, the restrictions specified above on withdrawal of a Bid are not applicable.

No Bidder who is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

14. TIE BIDS

If any or all Bids are for the same total amount or unit price (including authorized discounts and delivery terms), the MCPS Chief Procurement Officer shall award the Contract to the tie Bidder providing goods produced in Virginia or goods and/or services provided by Virginia persons, firms or corporations. If there are more than one such tie Bid, then the Chief Procurement Officer, may, in his or her sole discretion, divide the Contract among the Bidders (if the solicitation provided for multiple awards), award to a Bidder domiciled in the City of Manassas, or award a Contract by lot from among the responsive and responsible Virginia Bidders and if no Bidders are domiciled in Virginia, then the tie shall be decided by lot among the responsive and responsible Bidders. The Chief Procurement Officer may, in his or her sole discretion, re-advertise the solicitation.

15. AWARD OF CONTRACT

It is the intent to award all items to a single responsive and responsible bidder on the basis of the best value as determined by the point weighting for those criteria listed in the Evaluation Criteria section of the Instruction to Bidders, and who is compliant with all provisions of the ITB.

For each Bid received, and for each criterion listed below, MCPS will assign a number of evaluation points reflecting, in their sole opinion, the degree by which the Bid satisfies each criterion. A sum of the resulting evaluation points will identify the Bid(s) which represents the best value per category. It is the intention of MCPS to award one (1) Contract for all locations to the Bidder having the highest combined number of evaluation points for all locations.

Unless otherwise directed by MCPS, any Work in progress at the time of expiration of a Contract term may continue and be completed under the terms of the existing Contract at the time the Purchase Order for the Work was issued, but must be completed no later than six (6) months following the expiration of the Contract term in which the Purchase Order was issued.

Submission of a Bid by any Bidder to which an award is made, if made, is a certification that the Bidder has exercised due diligence to become familiar with the anticipated conditions at all Project Sites, become familiar with local conditions under which the Work is to be performed, and has examined all Contract Documents.

The form of Contract to be signed by MCPS and any awarded Bidder, if made, shall be the form included in these Bid Documents and identified as “Agreement”. One (1) electronic copy shall be electronically signed by both the Owner and the Contractor.

16. PROTEST OF AWARD OR DECISION TO AWARD

Any Bidder may protest the award or decision to award a Contract by submitting a protest in writing to the Chief Procurement Officer, no later than ten (10) calendar days after public Notice of Intent to Award or the announcement of a Decision to Award, whichever occurs first. Any potential Bidder on a Contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such Contract shall submit such protest in the same manner no later than ten (10) calendar days after posting or publication of the notice of such Contract. The written protest shall include the basis for the protest and the relief sought. The Chief Procurement Officer shall issue a decision in writing within ten (10) days of receipt of the protest stating the reasons for the action taken.

(a) If, prior to award, it is determined that the Decision to Award is arbitrary and capricious then the sole relief shall be a finding to that effect. The Chief Procurement Officer shall cancel the proposed award or revise it to comply with the law.

(b) If, after an award, it is determined that an award of a contract was arbitrary and capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the Contract may be declared void by MCPS. Where the award has been made and performance has begun, the Chief Procurement Officer may declare the contract void upon a finding that this action is in the best interest of MCPS. Where a Contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the Contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

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

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

17. INSURANCE REQUIREMENTS

Each Bidder shall review the Insurance Requirements section carefully with its insurance agent or broker prior to submitting a Bid to ensure they can provide the specific coverage requirements and limits applicable to this solicitation. If the Bidder is not able to meet the insurance requirements of this solicitation, alternate insurance coverage acceptable to MCPS may be proposed by the Bidder and considered by MCPS. Written requests for consideration of alternate coverage must be received by the MCPS Chief Procurement Officer at least ten (10) calendar days prior to the date and time Bids are set to be received. If MCPS denies the request for alternate coverage, the coverage required by the Insurance Checklist or Requirements section must be provided. The Insurance Requirements Provision can be found in Attachment D.

18. CERTIFICATION REGARDING CRIMINAL CONVICTIONS

As a condition for awarding a Contract for the provision for the 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 events, the Manassas City School Board shall require the Contractor to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The Contractor certification covers its employees, its subcontractors and the employees thereof. The Certification can be found in Attachment A.

The Contractor certification shall also cover its employees, its subcontractors and employees thereof assigned to the Work after the Contract award. The Contractor, upon demand from MCPS, shall provide all information, which allowed for the Contractor's certification. The Contractor shall submit to MCPS a completed Contractor's Criminal Conviction Certification on the form provided in this ITB.

19. INCLEMENT WEATHER POLICY

Due to inclement weather conditions, MCPS may elect to close schools and/or administrative offices. The following is an explanation of the policy.

CODE GREY: Schools are closed and Administrative Offices are on a two (2) hour delay
CODE BLUE: Schools are closed and Administrative Offices are closed

20. BID SECURITY

No bid security is required for this solicitation. However, by submitting a Bid the Bidder agrees that if the Contract is awarded to the Bidder and the Bidder fails to execute the Contract and proceed with performance of the Contract, Bidder will pay MCPS the difference between the cost of performance during the initial term

of the Contract by the next low responsive, responsible Bidder and what would have been paid to the Bidder for the same Work.

21. PERFORMANCE AND PAYMENT BONDS

No performance bond and/or payment bond is required for any Contract Award based upon this solicitation.

22. QUOTATION LIMITATION

Bidders shall offer only **one item and price** for each line item bid. Alternatives will be accepted only if the Bid Form expressly requests alternates. Substitutions will be permitted only if approved as required in this solicitation. Only a single line item and price will be considered in calculating the Bid Evaluation Formula and making an award. Therefore, any additional discounts offered, but not included on the line item price, will be accepted but not part of the evaluation.

23. ADDITIONS AND/OR DELETIONS

MCPS reserves the right to add or delete similar items and/or services specified in any resulting Contract as requirements change during the Contract period. MCPS and the Contractor will mutually agree to prices for those items and/or services to be added to the Contract. In the absence of agreement, MCPS shall set the price based on the most comparable previously established unit price. Invoices and payments shall be made based on the price established by MCPS, with all rights reserved to the Contractor to pursue any claim disputing the price. Addenda and Change orders will be issued for any additions and deletions.

24. DEBARMENT STATUS

By submitting a bid, the Bidder certifies that they are not currently debarred by the Commonwealth of Virginia, any other state or political subdivision, nor MCPS from submitting bids to MCPS, the Commonwealth of Virginia or any other state or political subdivision for the goods and/or services covered by this solicitation. The Bidder equally certifies that no agent or principals are currently so debarred. An affirmative response may be considered grounds for rejection of the bid. This statement shall also apply to any subcontractor(s) the Bidder intends to use in the performance of any resulting contract.

25. EXHAUSTION OF ADMINISTRATIVE REMEDIES

No potential Bidder shall institute any legal action until all administrative remedies available under this solicitation and resulting contract have been exhausted and until all statutory requirements have been met.

26. ETHICS IN PUBLIC CONTRACTING/NON-COLLUSION

By submitting a response, Bidders certify that their response is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their proposal. Bidder shall certify 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 of more than nominal value present or promised unless consideration of substantially equal or greater value was exchanged.

27. CONFLICT OF INTEREST STATEMENT

By signing the Bid, the Bidder certifies, that to the best of his/her knowledge no MCPS official or employee having official responsibility for the procurement transaction or member of his/her immediate family has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the Bid or as soon as thereafter it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, recession of the contract, or recovery of the cost of the financial benefit from the contractor, recipient or both.

Whenever there is a reason to believe that benefit of the sort descried in the paragraph above has been or will be received in connection with the Bid or Contract and that the Contractor has failed to disclose such a benefit, or has inadequately disclosed it, MCPS, as a prerequisite to payment pursuant to the Contractor, or at any time may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

In the event the Bidder has knowledge of benefits as outlined above, this information should be submitted with the bid. If the above does not apply at the time of Contract award and becomes known after inception of a contract, the Bidder shall address the disclosure of such to the Chief Procurement Officer in the Procurement Office. The ITB number shall be referenced in the full disclosure.

28. EXPENSES INCURRED IN PREPARING BID

MCPS accepts no responsibility for any expense incurred by any Bidder in the preparation and presentation of a Bid. All expenses related to a Bid are the sole responsibility of the Bidder.

29. MANDATORY USE OF MCPS FORM AND TERMS AND CONDITIONS

Failure to submit a Bid on the official MCPS form provided for that purpose may be cause for rejection of the Bid. Modifications of or additions to the General and/or Special Terms and Conditions of this Solicitation may be cause for rejection of the Bid. However, the Chief Procurement Officer reserves the right to decide, on a case-by-case basis, in his/her sole discretion, whether to reject such a bid as non-responsive. As a precondition to its acceptance, MCPS may, in its sole discretion, request that the Bidder withdraw or modify non-responsive portions of a Bid, which do not affect quality, quantity, price or delivery schedule.

30. METHOD OF AWARD

Except with a Requirements Contract, a Contract for non-professional services or as expressly provided herein, MCPS intends to award a single contract.

31. MINIMUM BIDDER QUALIFICATIONS

MCPS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the Work and/or furnish the item(s). Bidder shall furnish to MCPS all such information and data for this purpose as may be requested. MCPS further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Bidder fails to satisfy MCPS that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated herein.

Bidders must have a minimum of three (3) years of continuous experience, before the date of submission of their Bid, in the management and operation of a business engaged in providing the Work and currently engaged in providing these services to commercial or public body accounts under Contract. Bidder must be an authorized reseller/partner of the manufacturer's products.

Bidder must provide with their bid three (3) commercial or public body references for work of a similar nature (multi-sited facilities and various ages of buildings) performed under a term Contract and which clearly demonstrates the firm's ability to perform successfully under any resulting Contract. References must be within the last three (3) years preceding Bid Closing. Bidder shall verify the names, addresses, phone numbers and email addresses prior to submitting them as references.

32. MANDATORY REQUIREMENTS

The following are Class 1 Mandatory Requirements which **must** accompany your Bid. Failure to provide any of the following Class 1 Mandatory Requirements with your Bid will result in the Bid being considered non-responsive and not being considered for Contract award:

1. Completed Bid Form including Pricing Schedule (Excel).
2. If the Bidder is a joint venture, a copy of the written joint venture agreement.
3. If the Bidder is a partnership, a copy of the written partnership agreement.
4. Completed Attachment A – Virginia Certification Regarding Criminal Convictions.

The following are Class 2 Mandatory Requirements which should accompany your Bid, but if omitted the Bidder may be given the opportunity to supplement its Bid in accordance with the restrictions set forth below:

1. A Certificate of Insurance evidencing the coverages set forth in the Terms and Conditions.

If a Class 2 Mandatory Requirement is not provided with the Bid of the Apparent Low Bidder, the Apparent Low Bidder will be Notified by the Procurement Office that the omitted Class 2 Mandatory Requirements **must** be received by the Procurement Office by no later than 5:00 PM on the fifth (5^{th}) business day following the Notice to provide the information. Failure of the Apparent Low Bidder to provide the omitted Class 2 Mandatory Requirements within the stated timeframe will result in the Bid from the Apparent LowBidder being considered non-responsive and no longer considered for Contract award.

The Bid from the Second Apparent Low Bidder will then be considered for Contract award. If any Class 2 Mandatory Requirement is not provided with the Bid of the Apparent Second Low Bidder, the Apparent Second Low Bidder will be Notified by the Procurement Office that the omitted Class 2 Mandatory Requirements **must** be received by the Procurement Office by no later than 5:00 PM on the fifth (5^{th}) business day following the Notice to provide the information.

Failure of the Apparent Second Low Bidder to provide the omitted Class 2 Mandatory Requirements withinthe stated timeframe will result in the Bid from the Apparent Second Low Bidder being considered non-responsive and no longer considered for Contract award.

This process will continue until a Contract, within budget, is awarded, or MCPS determines it to be in the best interests of MCPS to reject all bids and cancel the solicitation.

33. MANDATORY E-RATE REQUIREMENTS

Offerors responding to this RFP are advised that MCPS participates in the Federal Universal Service Fund (E-Rate) program governed by the Federal Communications Act of 1996 (Snowe-Rockefeller-Exon-Karrey amendment). This program provides MCPS the opportunity to receive discounts for certain products and services provided by Contractors.

a. E-Rate Participation:

   i. The Contractor must agree to participate in the E-Rate Program and to cooperate fully and in all respects with MCPS E-Rate Program to ensure that MCPS receives all of the E-Rate funding for which it has applied and to which it is entitled in connection with the Contractor's goods and/or services.

b. Service Provider Identification Number (SPIN) and FCC Registration Number (FCCRN):

   i. The Offeror shall submit with its proposal a Service Provider Identification Number ("SPIN"). The SPIN must be recognized by the SLD and FCC as an eligible telecommunications provider and, therefore, qualified to receive discounts under the Telecommunications Services bucket of the program. The Offeror also shall provide the company's FCC Registration Number.

c. Cooperation with MCPS Preparation of E-Rate Applications:

   i. The Contractor shall provide to MCPS staff and/or MCPS's E-Rate Consultant in a timely manner, within the posted E-Rate deadlines, all of the information and documentation that the Contractor has or that the Contractor reasonably can acquire that MCPS may need to prepare E-Rate applications and/or to document transactions eligible for E-Rate support (https://www.usac.org).

d. Discounts and Reimbursements:

   i. At MCPS's discretion and consistent with E-Rate Program regulations, the Contractor either shall (a) apply the approved E-Rate discount to all services and/or products approved for funding and invoice the Universal Service Administrative Company ("USAC") for the balance (Service Provider Invoicing or "SPI") or (b) remit to MCPS the E-Rate discounted amount pursuant to the Billed Entity Application Reimbursement Process ("BEAR") or any other reimbursement process in effect. MCPS prefers Offerors participating in SPI invoicing.

e. Separate Itemization of E-Rate Eligible and Ineligible Products and Services:

   i. The Contractor shall separately itemize the cost of E-Rate eligible and ineligible products and separate installation costs, if any. To determine what items are eligible, visit the E-Rate Eligible Services List at https://www.usac.org or call the Schools and Libraries Division (SLD) of the Universal Service Administrative Company at 888-203-8100.

f. Compliance with E-Rate Contract Signing Rules:

   i. The Contractor must acknowledge in its Proposal that the Contractor will make every effort to have any contract addenda that may arise from this RFP signed in accordance with the E-Rate contract signing rules. Further, the Contractor must acknowledge in its Proposal that if the Contract or Addendum is signed outside of the E-Rate Contract signing window, the Contractor will disclose to MCPS, before soliciting MCPS execution of the Contract, that the contract is not eligible for E-Rate funding.

g. Telecommunications Provider Status:

   i. The Contractor must not be currently on red light status by Universal Service Administration Company (USAC) and immediately notify MCPS if placed on red light status. The Contractor must not be currently debarred from E-Rate participation.

h. Availability of Funding:

   i. The Contractor must acknowledge that payments for the Work is highly dependent on E-Rate subsidies. MCPS will file for the E-Rate subsidies throughout the term of the contract. If MCPS E-Rate subsidies were to cease, the Contractor will be notified as to the date of the cessation, and MCPS will be liable only for payment for services until the time of termination. If E-Rate subsidies stop, MCPS will not be bound by the remainder of the contract.

i. Starting Services/Advanced Installation:

   i. The Contractor must acknowledge that the annual E-Rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-Rate eligible goods and/or services requested in this bid shall be delivered no earlier than the start of the funding year; however, USAC program rules allow for advanced installation in some cases.

1. Category 1: Applicants may request program discounts for non-recurring charges incurred up to six months prior to the July 1 start of the funding year (i.e., on or after January 1), provided that:

    a. Construction begins after selection of a service provider pursuant to a valid competitive bidding process;

    b. A Category One recurring service depends on the installation of the infrastructure;

    c. The service start date is on or after the start of the funding year; and

    d. No invoices (FCC Form 472 or FCC Form 474) are dated prior to July 1st of the funding year.

2. Category 2: Installation of Category Two non-recurring services may begin on April 1st prior to the July 1st start of the funding year, provided that:

    a. No invoices (FCC Form 472 or FCC Form 474) are certified prior to July 1st of the funding year.

ii. By mutual written agreement, MCPS and the Contractor may elect to commence work or delivery of services prior to July 1, provided that:

1. The Contractor understands and agrees that no invoices shall be submitted to, nor payments made by, MCPS or USAC from E-Rate funds for any work performed before the official Funding Commitment Decision Letter (FCDL) is received and the funding year begins;

2. Any work or expenditures prior to July 1st are undertaken at the Contractor's own risk, and reimbursement is not guaranteed until E-Rate funding is approved and the funding year has commenced; and

3. The parties will document such early start authorization in writing, specifying the scope, timing, and conditions under which work may begin.

iii. Nothing in this section shall obligate MCPS to authorize or accept delivery of services prior to the start of the funding year.

j. Auditability and Recordkeeping:

The E-Rate program mandates that all documentation be retained for a minimum period of ten (10) years from the last date of service rendered under the applicable funding request. Accordingly, the Contractor shall maintain all books, records, accounts, and other documents pertinent to any Agreement resulting from this RFP for a period of ten (10) years following final payment. MCPS, its duly authorized representatives, and/or auditors, shall have the right, at any reasonable time during said period, to access, examine, and audit all such records. The Contractor shall make the requested materials available within a reasonable timeframe upon request.

34. EVALUATION CRITERIA

MCPS will score each item Bid in accordance with the Evaluation Criteria listed below:

	Evaluation Criteria	**Points Possible**
1	Price	40
2	Ability of MCPS staff to support, manage, configure, and repair proposed equipment	25
3	Interoperability of proposed equipment with MCPS networking infrastructure and monitoring systems	20
4	Experience and Qualifications • Demonstrated experience in the management and operation of a business engaged in providing the Work • E-Rate experience; Good standing; Willingness to offer SPI invoicing • References	15
	Total	**100**

END OF INSTRUCTIONS TO BIDDERS

2. SCOPE OF WORK

Manassas City Public Schools (MCPS) is soliciting Bids from qualified Bidders for the provision of E-Rate Category 2 Network Switches. The successful Bidder shall be responsible for providing access points (the "Work") in accordance with the Terms and Conditions stated herein at the prices listed in the Pricing Schedule.

A. General Information

1. The Bidder will provide the products as specified in the Bid Form Pricing Schedule; however, MCPS will consider equivalent networking equipment. If proposing equivalent equipment, the Bidder must identify the manufacturer and model/part number of all components.
2. The Bidder will clearly distinguish E-Rate eligible and ineligible costs of each line item.
3. All supplies or equipment offered to MCPS must be NEW and provided by an authorized reseller/partner of the manufacturer's products.
4. MCPS does not require installation services for any of the equipment.

B. Delivery

All items will be shipped to the location as indicated as listed below. Please note the following special instructions: Inside delivery is required. There is no loading dock. A lift gate truck is recommended. The Bidder's pricing must include all shipping and handling charges, if applicable.

Manassas City Public Schools
8700 Centreville Road, Suite 330
Manassas, Virginia 20110

C. Hours of Operation

MCPS's normal work hours are Monday through Friday, between 8:00 AM and 4:00 PM, excluding holidays. A listing of all division closure dates is available at https://www.mcpsva.org/events.

D. Billing Requirements

Invoices will be delivered to the following address:

Manassas City Public Schools
Attn: Information Technology
PO Box 520
Manassas, VA 20108

Or when possible, invoices should be emailed to the following contact:

Mona Kay Helper
Information Technology
Email: mhelper@mcpsva.org

Invoices shall contain the applicable Purchase Order, Contract Number and name of the school receiving the service.

E. Confidentiality:

All student data is considered to be confidential under any resulting Contract as well as under the Family Educational Rights and Privacy Act ("FERPA"), 20 USC §1232(g) et seq., and any other federal and state statutes or regulations pertaining to student records, and will only be released in accordance with the applicable laws and regulations. Student data shall include all metadata, forms, logs, cookies, tracking pixels, user content and Personally Identifiable Information ("PII"), Education Records as defined by the Family Educational Rights and Privacy Act, and any other non-public information relating directly to MCPS students. Contractor shall conform to and be knowledgeable of all applicable MCPS School Board Policies regarding student data.

The Contractor agrees that it will not directly or indirectly use or facilitate the use or dissemination of student data (whether intentionally or by inadvertence, negligence or omission verbally or electronically, through paper transmission or otherwise), for any purpose other than that directly associated with its officially assigned duties pursuant to any resulting Contract. Contractor is aware that unauthorized use or disclosure of student data is prohibited and, in addition, may also constitute a violation of the Virginia Law (e.g. the Government Data Collection and Dissemination Practice Act, formerly called the Privacy Protection Act, VA Code §2.2-3800 et seq. and the Secrecy of Information Act, VA Code §58.1-3, which may be punishable by a jail sentence of up to six (6) months and/or a fine of up to $1,000,000.00).

END SCOPE OF WORK

BID FORM

Manassas City Public Schools
Procurement Office

ITB Number:	20FY27
ITB Title:	E-Rate Category 2 Network Switches
Issue Date:	November 16, 2026
Bid Due Date:	December 22, 2026 Prior to 11:00 PM (EST)
Bid Opening Date:	December 23, 2026 at 10:00 AM (EST)

General Instructions:

The Bidder is directed to review the Invitation to Bid, the Instructions to Bidders, and all Contract Documents to understand the requirements for submitting a responsive Bid. All Bids must be submitted on this **BID FORM** or a copy thereof as defined in the Instructions to Bidders. All blanks in this Bid Form must be completed or noted as "Not Applicable". A notation of "not applicable" or "N/A" shall be used only if the information requested is not a required or mandatory element of the Bid. Include only one (1) price for each line item for which a price is required. A person authorized to bind the Bidder in contractual matters must sign the Bid Form. Failure to comply with these requirements, or with any requirements stated as mandatory either in the Invitation to Bid or the Instructions to Bidders, shall result in rejection of the Bid as non-responsive, unless, at the sole discretion of MCPS, the omission does not affect price, quantity, quality or time. The Owner has no authority to waive failure to comply with requirements made mandatory by applicable law.

A Bid not received prior to the Bid Due Date as defined in the Invitation to Bid will not be considered. The time a Bid is received shall be determined as stated in the Invitation to Bid.

The apparent low Bidder(s) will be determined by the Best Value in accordance with the Instructions to Bidders.

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

Mailing Address:

_____

_____

_____

Remittance Address (if Different):

_____

_____

_____

Phone: _____ Fax:_____

Email Address: _____

Contact Person: _____ Title:_____

Tax Identification (FIN/SSN): _____

Printed Name: _____

Signature:_____ Date: _____

BUSINESS TYPE

Indicate by placing "Check" here if business is a Faith-Based Organization as described in Va. Code Ann. §2.2-4343.1. _____*

*MCPS does not discriminate against Faith Based Organizations. The purpose of requiring this information is to permit MCPS compliance with Va. Code Ann. §2.2-4343.1.H.

Check one of the Following:

____ Individual Trading in Own Name
____ Individual Trading under Trade Name
____ Partnership
____ Limited Partnership
____ Corporation
____ Limited Liability Corporation
____ Registered Limited Liability Partnership
____ Joint Venture
____ Other (explain in the space provided below or indicate an incorporated attachment if necessary)

_____

_____

_____

If doing business under a trade name, both the legal name of the Bidder and the doing-business-as trade name shall appear as the party submitting this Bid in the signature section above. If the Bidder is a joint venture, all members of the joint venture shall sign the Bid Form.

NUMBER OF YEARS IN BUSINESS

How many years has your organization been in the business of the Work? _____

How many years has your organization been in business under its present business name? _____

PAYMENT TERMS

MCPS requires that a minimum of forty-five (45) days after receipt of an approved invoice by MCPS shall be allowed for payment. Discounts for prompt payment **will not** be considered in the evaluation of Bids nor in any decision to award or not award. However, any offered discount will become part of any Contract with Bidder which may result from this solicitation and will be taken if payment is made within the discount period offered in the Bid. In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of earning the discount, payment shall be considered to have been made on the date that appears on the payment check or the date on which an electronic funds transfer for the payment was made. If Bidder provides a prompt payment discount, the terms are as follows:

PROMPT PAYMENT TERMS: _____

(NOTE: COD terms are not acceptable)

USE OF GOVERNMENT PROCUREMENT CARD

Where applicable, MCPS endeavors to use their governmental P-Card, issued by Bank of America/VISA for payment of invoices.

☐ Bidder will accept the MCPS P-Card for payment of any goods and/or services regardless of cost

☐ Bidder does not accept the MCPS P-Card

ADDENDA

Changes or modifications to this ITB will only be made by written Addenda issued by the Chief Procurement Officer and designated as "Addendum No.____". No other form of communication shall modify this ITB.

All Addenda shall be posted on the MCPS DemandStar website. It is the sole responsibility of each Bidder to access this information.

Bidders shall ascertain prior to submitting a Bid that all Addenda issued have been received and shall acknowledge receipt and inclusion of all Addenda by initialing here:

Addendum #1: _____ Addendum #2: _____ Addendum #3: _____ Addendum #4: _____ Addendum #5: _____

TRADE SECRETS OR PROPRIETARY INFORMATION

Bidders shall confirm whether their Bid contains any information the Bidder deems proprietary or a trade secret. Information considered to be a trade secret or proprietary is to be included in the Bid response under Tab 5. See Section IV, Bid Requirements, D., Submission of Proprietary Information, for addition requirements.

Please mark one:

☐ Yes: This Bid 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 5.

☐ No: This Bid does not contain information deemed to be proprietary or a trade secret.

Proprietary or Trade Secrets must conform to the Virginia Public Purchasing Act.

SWaM BUSINESSES

Is Bidder a Minority Business (as defined by the VPPA §2.2-4310)?	☐ Yes	☐ No
Is Bidder Woman Owned?	☐ Yes	☐ No
Is Bidder Service Disabled Veteran Owned?	☐ Yes	☐ No
Is Bidder a Small Business?	☐ Yes	☐ No
Is Bidder an Employment Service Organization?	☐ Yes	☐ No

None of the Above: ☐

VIRGINIA STATE CORPORATION COMMISSION (SCC) IDENTIFICATION NUMBER *MANDATORY REQUIREMENT*

Under paragraph Section III, Instructions to Bidders, Paragraph C.8 and Section VI, Contract Terms and Conditions, the Virginia Public Purchasing Act (VPPA) §2.2-4311.2 requires the Bidder 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 Bidder shall include in its Bid include 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 directly at www.scc.virginia.gov or the Clerk's office at (804) 371-9733.

Please check one (1) of the following lines that appropriately applies to the Bidder:

☐ Bidder is a Virginia business entity with the following SCC Identification Number:_____
(NOTE: The SCC number is NOT the Federal Tax Identification Number

☐ Bidder is an Out-of-State (foreign) business entity that is authorized to transact business in Virginia by the SCC and has the following SCC Identification Number: _____

☐ Bidder is an Out-of-State (foreign) business entity that is including with this Bid an opinion of Legal Counsel which accurately and completely discloses the undersigned Bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

☐ Bidder shall check here if they have not completed any of the forgoing options but currently have pending before the SCC an application for authority to transact business in MCPS, and wish to be considered for a waiver in accordance with §2.2-4311.2 to allow Bidder to submit the SCC Identification Number after the Bid Due Date (MCPS reserves the right, at its own discretion, to determine whether to allow such waiver).

DEBARMENT

If an Bidder answers "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 names, addresses and phone numbers of persons who might be contacted for additional information.

☐ Yes ☐ No Is the Bidder 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 Has the Bidder 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?

E-RATE STANDING

The Bidder shall indicate, in the space provided below, whether or not it meets and follows all current and future regulations established for the E-rate program. The Bidder must be in good standing with respect to E-rate participation requirements. The Bidder shall confirm whether 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 The Bidder meets and follows all current and future regulations established for the E-rate program.

☐ Yes ☐ No The Bidder is in good standing with respect to E-rate participation requirements.

☐ Yes ☐ No The Bidder is neither currently suspended nor debarred from participation in the E-rate program or under current or pending investigation that could result in suspension or debarment from the program.

E-Rate Spin Number: _____

FCC REGISTRATION NUMBER (FCCRN):

FCC RN: _____

REFERENCES

The Bidder must provide at least three (3) commercial or public body references, which demonstrate satisfactory performance on past and current Contracts of a similar size, nature, and number of locations. All references must be for work performed within the last three (3) years preceding Bid Closing. For commercial references, provide the firm name, contact name, telephone number, facsimile and email address. For public body references, include the same information but instead of the firm name include the public body and the department or agency with which the Bidder Contracted. The required information shall be included in the spaces below:

	Name of Commercial/Public Body	Contact Name	Phone	Email
1.				
2.				
3.				

CRIMINAL CONVICTION CERTIFICATION COMPLIANCE

Attached to this Bid Form as Attachment A and incorporated herein is the Contractor Certification Form regarding criminal convictions as addressed in the section of the Instructions to Bidders captioned "Certifications Regarding Criminal Convictions." Bidder acknowledges and agrees that if it does not include the executed Attachment A – Contractor Certification Regarding Criminal Convictions as part of its Bid, the Bid shall be deemed non-responsive.

MANDATORY REQUIREMENTS

Class 1 Mandatory Requirements

As a Class 1 Mandatory Requirement, the following documents are attached to and made part of this Bid:

1. If the Bidder is a joint venture, a copy of the written joint venture agreement.
2. If the Bidder is a partnership, a copy of the written partnership agreement.
3. Completed Attachment A – Contractor Certification Regarding Criminal Convictions.
4. Completed Bid Form Pricing Schedule (Excel).

Class 2 Mandatory Requirements

The following documents are Class 2 Mandatory Requirements and are: (Please complete the following by checking the appropriate line that applies to providing the requested information)

a. _____ attached to and made a part of this Bid, **or**
b. _____ will be supplemented in compliance with the provisions of Section 33 of the Instructions to Bidders.

    1. A Certificate of Insurance evidencing the coverages set forth in the Terms and Conditions.

ACCEPTANCE OF WORK:

By submitting a Bid, Bidder confirms that it can deliver all of the Work contained in the ITB.

BID FORM

PRICING SCHEDULE

Pricing entered is for all supervision, labor, tools, and travel required to provide access points and is not subject to change for the Initial Contract Period. Price increases for renewals will be allowed per section titled "Period of Contract and Renewals" in the Agreement. Please note that these prices will be used on all future jobs for MCPS.

For each Bid received, and for each criterion listed in the Instructions to Bidders, MCPS will assign a number of evaluation points reflecting, in its sole opinion, the degree by which the Bid satisfies each criterion. A sum of the resulting evaluation points will identify the Bid(s) that represent the best value per location. MCPS intends to award one (1) contract for all individual locations to the Bidder having the highest number of evaluation points in that category. If there is a variance between a unit price and the extended price, the unit price will prevail.

Any proposed items must have equivalent or greater functionality to the manufacturer/models specified and include direct MCPS support from the manufacturer. If bidding an equivalent product, the Bidder must attach a data sheet from the manufacturer detailing technical specifications. Please list any other items required for MCPS to make this equipment operational. Note that this bid is for products/licensing only. No installation services are required.

Bidders will use the format below to detail the proposed costs, identifying the eligible and ineligible E-Rate costs for each line item. Ineligible goods and services must be clearly called out as 100% ineligible or must be "cost allocated" to show the percentage of eligible costs per USAC guidelines.

The Bidder understands and agrees that the quantities listed below are for evaluation purposes only, and MCPS is under no obligation to buy any amount as a result of having awarded a contract.

LOCATION 1: **Baldwin Elementary School** [BEN: 21806]: 1978 Eagle Way, Manassas, Virginia 20110

Part Description	Estimated Quantity	E-Rate Eligible Cost	E-Rate Ineligible Cost	Total Cost	Notes
Juniper EX4100 48-Port PoE++ Multi-Gigabit Ethernet Switch [Part # **EX4100-48MP**], *or equivalent*	29	$	$	$	
Juniper Mist Wired Assurance, 3-Year [Part # **SUB-EX48-1S-3Y**], *or equivalent*	29	$	$	$	
Juniper AC Power Cable Patch Cord [Part # **CBL-EX-PWR-C13-C14**], *or equivalent*	29	$	$	$	
Juniper 920W AC Front to Back Power Supply [Part # **JPSU-920-AC-AFO**], *or equivalent*	7	$	$	$	
Juniper SFP+ SR Transceiver Module [Part # **SFPP-10G-SR-C**], *or equivalent*	38	$	$	$	
Cisco 10G SFP+ Transceiver Module [Part # **SFP-10G-SR**], *or equivalent*	18	$	$	$	
APC Smart-UPS On-Line, 2200VA, Rackmount 2U, 120V, Network Card [Part # **SRT2200RMXLA-NC**], *or equivalent*	7	$	$	$	
TOTALS		**$**	**$**	**$**	

LOCATION 2: **Mayfield Intermediate School** [BEN: 16036198]: 9400 Mayfield Court, Manassas, Virginia 20110

Part Description	Estimated Quantity	E-Rate Eligible Cost	E-Rate Ineligible Cost	Total Cost	Notes
Juniper EX4100 48-Port PoE++ Multi-Gigabit Ethernet Switch [Part # **EX4100-48MP**], *or equivalent*	26	$	$	$	
Juniper Mist Wired Assurance, 3-Year [Part # **SUB-EX48-1S-3Y**], *or equivalent*	26	$	$	$	
Juniper AC Power Cable Patch Cord [Part # **CBL-EX-PWR-C13-C14**], *or equivalent*	26	$	$	$	
Juniper 920W AC Front to Back Power Supply [Part # **JPSU-920-AC-AFO**], *or equivalent*	5	$	$	$	
Juniper SFP+ SR Transceiver Module [Part # **SFPP-10G-SR-C**], *or equivalent*	26	$	$	$	
Cisco 10G SFP+ Transceiver Module [Part # **SFP-10G-SR**], *or equivalent*	26	$	$	$	
APC Smart-UPS On-Line, 2200VA, Rackmount 2U, 120V, Network Card [Part # **SRT2200RMXLA-NC**], *or equivalent*	5	$	$	$	
TOTALS		**$**	**$**	**$**	

LOCATION 3: **Grace E. Metz Junior High School** [BEN: 21810]: 9950 Wellington Road, Manassas, Virginia 20110

Part Description	Estimated Quantity	E-Rate Eligible Cost	E-Rate Ineligible Cost	Total Cost	Notes
Juniper EX4100 48-Port PoE++ Multi-Gigabit Ethernet Switch [Part # **EX4100-48MP**], *or equivalent*	19	$	$	$	
Juniper Mist Wired Assurance, 3-Year [Part # **SUB-EX48-1S-3Y**], *or equivalent*	19	$	$	$	
Juniper AC Power Cable Patch Cord [Part # **CBL-EX-PWR-C13-C14**], *or equivalent*	19	$	$	$	
Juniper 920W AC Front to Back Power Supply [Part # **JPSU-920-AC-AFO**], *or equivalent*	4	$	$	$	
Juniper SFP+ SR Transceiver Module [Part # **SFPP-10G-SR-C**], *or equivalent*	19	$	$	$	
Cisco 10G SFP+ Transceiver Module [Part # **SFP-10G-SR**], *or equivalent*	19	$	$	$	
APC Smart-UPS On-Line, 2200VA, Rackmount 2U, 120V, Network Card [Part # **SRT2200RMXLA-NC**], *or equivalent*	4	$	$	$	
TOTALS		**$**	**$**	**$**	

VIRGINIA CONFLICTS OF INTEREST AND VPPA COMPLIANCE:

This Bid is subject to the provisions of §2.2-3100 et seq. of the Virginia Code, the Virginia State and Local Government Conflict of Interests Act, and Sections 2.2-4300 et seq. of the Code, the Virginia Public Procurement Act (VPPA).

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusion is a violation of the State and Federal law and can result in fines, prison sentences, and civil damage awards.

I certify that this company has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated this Bid for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with MCPS.

My signature certifies that the Bidder 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 the Bidder that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to APS, pertaining to any and all goods, or services to be purchased or performed relating to any Contract with APS resulting from this solicitation and Bid.

CERTIFICATION FOR ALL OF THE ABOVE:
I hereby certify that the responses to the above representations, certification and other statements, including all attachments are accurate and complete. Should the information provide be incomplete or inaccurate I will immediately inform the Chief Procurement Officer. I agree to abide by all conditions of the ITB and certify that I am authorized to sign for the Bidder.

Submission of this Bid constitutes an offer, which, if accepted by Manassas City Public Schools as provided in the Bid Documents, binds the Bidder to execute and perform the Contract. If Bidder refuses to execute and perform any Contract awarded to Bidder by Manassas City Public Schools in response to this Bid, Bidder is liable to Manassas City Public Schools for the cost of reprocurement and for any increased cost in obtaining the goods or services, which are the subject of this Bid.

SIGNATURE: _____
(Person signing must be authorized to bind the Bidder in contractual matters)

NAME: _____
(Type or Print)

DATE:_____

TITLE: _____
(Required for all Bidders other than an individual person)

[Add additional signature blocks as necessary to comply with the requirements of the Invitation to Bid, the Instructions to Bidders, or this Bid Form.]

Agreement 20FY27

Manassas City Public Schools

Information Technology – Bobby Barrett
8700 Centreville Rd., Suite 400
Manassas, VA 20110

E-Rate Category 2 Network Switches

This Agreement is made this _____ day of _____ 2027, by and between Manassas City School Board operating as Manassas City Public Schools, herein after referred to as "MCPS" and _____ located at _____ hereinafter referred to as "Contractor."

WHEREAS, MCPS desires to have Contractor to provide E-Rate Category 2 Network Switches to MCPS ("Work").

The Contract consists of the following documents, all of which are incorporated into and are a part of the Contract, and which, in the event of a conflict, shall be given precedence in the order they are listed, which any Amendment or Modification having precedence over preceding provisions. In the event of a conflict which is not resolved by the foregoing, the Owner (MCPS) shall determine the provision having precedence.

1. Agreement 20FY27 and all modifications properly incorporated into the Agreement
2. Attachment A – Scope of Work
3. Attachment B – Pricing Schedule
4. Attachment C – Contractor Criminal Conviction Certification Form
5. Attachment D – MCPS Contract Terms and Conditions
6. Attachment E – Byrd Anti-Lobbying Certification
7. Attachment F – Certificate of Insurance

The Following are incorporated by reference:

8. The Invitation to Bid (ITB) documents; and
9. The Bid from the Contractor

Where the terms and conditions of the Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of the Agreement shall prevail over the other Contract Documents. The Contract Documents set forth the entire Contract between MCPS and the Contractor. MCPS and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this Contract, which is not contained in the Contract Documents. The Contract Documents are referred to herein as the "Contract".

A. **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 provide tutoring services and core instructional supports as described in Attachment A – Scope of Work.

B. **PERIOD OF CONTRACT**

Time is of the essence. The initial of this Contract shall commence on the date the Chief Procurement Officer or Superintendent fully executes the Contract and shall terminate on June 30, 2027 ("Initial Contract Period").

Any Contract awarded may be renewed for a period not to exceed one (1) year ("Renewal Contract Period") by written notice given by MCPS at any time prior to thirty (30) Days after expiration of the preceding Initial Contract Period or Renewal Contract Period. No representative of MCPS has any authority to order, direct or request work after expiration of the Initial Contract Period or Renewal Contract Period prior to a Renewal Contract Period in strict compliance with the renewal terms herein. MCPS, at its sole discretion, has the right, but is under no obligation, to exercise this right of renewal not to exceed two (2) Renewal Contract Periods at the same terms and conditions.

MCPS, at its sole discretion, may, but is not required to, extend any existing Contract term for a period of not more than six (6) months to allow for completion of Work in progress at the time of scheduled expiration of the Initial Contract Period or Renewal Contract Period. If the Initial Contract Period or Renewal Contract Period is not extended, all Work shall terminate at the expiration of the Contract Period in which it began.

C. **CONTRACT AMOUNT**

MCPS will pay the Contractor in accordance with the firm fixed price(s) shown in Attachment B – Pricing Schedule. The firm fixed price(s) shall include all of the Contractor's fees in performance of the Work under this Contract, including but not limited to, travel, overhead and profit.

D. **CONTRACT PRICE ADJUSTMENT**

Pricing changes after the Initial Contract Term shall be reviewed by the Chief Procurement Officer upon receipt of a written request form the Contractor substantiating to the satisfaction of the Chief Procurement Officer increased cost of performance over the preceding Contract Term/Renewal Contract Term. Upon receipt of the Contractor's request, MCPS shall make a determination to approve or adjust the requested price increase based upon its investigations and the information provided by the Contractor. Any price adjustment agreed to shall take place only in accordance with the schedule defined above.

The request for an adjustment in the price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the adjustment requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics index, change in manufacturer's price, etc.)

The request must be received at least thirty (30) days prior to the effective date of the expiration of the Initial Contract Term or Renewal Contract Term and shall become effective only upon approval by the Chief Procurement Officer. The adjusted price shall not apply to orders received by the Contractor prior to the effective date of the approved increased price. Orders placed via Purchase Order, shall be considered to have been received by the Contractor after the fifth (5th) calendar day following the date issuance. The Chief Procurement Officer may cancel, without liability to either party, any portion of the Contract affected by the requested adjustment and any materials, supplies or Services undelivered at the time of such cancellation.

MCPS reserves the right to not accept the changed pricing and to obtain prices for items/services from other Contractors and, if the prices are considered to be fair and reasonable, award the items/services to the Contractor(s) with the lowest price that meets the Contract Requirements.

E. **PAYMENT AND INVOICING**

Contractor will be paid upon acceptance of the submission of a complete invoice satisfactory to the Project Manager that meets the requirements of this section and other applicable provisions of the Contract. The Contractor will be paid net forty-five (45) days after receipt of a correct, as determined by the Project Manager, invoice approved by the MCPS Project Manager. The MCPS Purchase Order number and MCPS Contract Number shall appear on all invoices. The School Board reserves the right to withhold any or all

payments or portions thereof for Contractor's failure to perform in accordance with the provision of the Contract or any modifications thereto.

F. **MODIFICATIONS TO THE CONTRACT AND/OR SCOPE**

MCPS may order changes within the general scope of the Work consisting of additions, deletions, or other revisions at any time by written notice to the Contractor. Changes within the scope of the Work, include but are not limited to, things such as services to be performed, the method of packing or shipment and the place of delivery or installation. The Contractor shall be compensated for any additional costs incurred as a result of such order and shall give MCPS a credit for any resulting savings. Additionally, an increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the Work.

No claim may be made by the Contractor that the scope of the Work or of the Contractor's services has been changed requiring adjustments to the amount of compensation due to the Contractor unless such adjustments have been made by a written amendment to the Contract signed by MCPS and the Contractor.

G. **NON-APPROPRIATION**

Manassas City Public Schools' obligation to pay compensation due to the Contractor under the Contract or any other payment obligations under any Contract is subject to appropriations by the School Board to satisfy payment of such obligations. The School Division's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, MCPS shall terminate the Contract, without termination charge or other liability to MCPS, 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 occurs first. MCPS will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after the action is completed by the School Board. However, failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds are not appropriated.

H. **TERMINATION FOR CAUSE/DEFAULT**

The Contract shall remain in force for the Initial Contract Term or any Renewal Contract Term(s) and until MCPS determines that all of the Contract requirements and conditions have been met. MCPS 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 MCPS at its discretion. If MCPS determines the Contractor has failed to perform satisfactorily, MCPS will give the Contractor written notice of such failure (2) and the opportunity to cure such failures 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.

If through any cause, the Contractor fails to fulfill in a timely and proper manner their obligations under the Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of the Contract, MCPS shall thereupon have the right to terminate the Contract, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models and reports prepared by the Contractor under the Contract shall at the option of MCPS, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. However, upon termination pursuant to this section, the Contractor shall be liable to MCPS for all costs incurred by MCPS after the effective date of termination, including costs required to be expended by MCPS 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 MCPS upon

demand by MCPS. Additionally, and notwithstanding any provision in this Contractor to the contrary, the Contractor is liable to MCPS, and MCPS shall be entitled to recover all damages to which MCPS is entitled by this Contract or by law, including, but not limited to, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by MCPS to the Contractor under the Contract and all attorney fees and costs incurred by MCPS to enforce any provision of this Contract.

If 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.

I. **TERMINATION FOR CONVENIENCE**

MCPS reserves the right to cancel and terminate any resulting Contract, in part or in whole, without penalty, whenever the Chief Procurement Officer determines that such termination is in the best interest of MCPS. Any such termination shall be affected by delivery to the Contractor of a written notice of termination at least ten (10) 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. After receipt of a notice of termination, the Contractor must stop all work or deliveries under the Purchase Order/Contract on the date and to the extent specified. However, any Contract termination notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the Contract price shall be made for completed services, but no amount shall be allowed for anticipated profit on unperformed services.

J. **APPLICABLE LAWS AND JURISDICTION**

This Contract and the Work performed hereafter shall be governed in all respects by the laws of the Commonwealth of Virginia, including but not limited to the Virginia Public Procurement Act, and any litigation with respect thereto shall be brought in the Circuit Court of Prince William County, Virginia, except to the extent that Federal Court is appropriate. In performing the Work, the Contractor shall comply with all applicable federal, state and local laws, ordinances and regulations and be legally authorized to do business in the Commonwealth of Virginia.

IN TESTIMONY WHEREOF, the City of Manassas School Board has caused its name to be hereunto subscribed pursuant to authority heretofore duly granted by the School Board of Manassas City School Board; and Contractor has caused its name to be hereunto subscribed by Contractor's Representative, and (if a Corporation) has caused its corporate seal to be duly affixed and attested by the person authorized to do so, signifying that it intends to be bound by this Contract.

City of Manassas School Board **8700 Centreville Road** **Suite 400** **Manassas, VA 20110**		**Contractor**	
Authorized Signature:		Authorized Signature:	
Printed Name:	Joshua A. Makely, CPPO, CPPB	Printed Name:	
Title:	Chief Procurement Officer	Title:	
Date:		Date:	
Tax ID:	54-1207347	Tax ID:	

ATTACHMENT C
VIRGINIA CRIMINAL CONVICTION CERTIFICATION FORM

Virginia State Code 22.1-296.1 and City of Manassas School Board Policy DJF state that "As a condition of awarding a contract for the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, the school board requires the contractor to provide certification of whether any individual who will provide such services has been convicted of any felony set forth in the definition of barrier crime in subsection A of Va. Code 19.2-392.02, any offense involving the sexual molestation or physical or sexual abuse or rape of a child, or the solicitation of any such offense; or any crime of moral turpitude." Therefore, please certify the following:

"All persons who will have direct contact with students under this contract have not been convicted of a violent felony set forth in the definition of barrier crime in subsection A of § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense; or any crime of moral turpitude."

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 Misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. **The School Board of Manassas City** shall not be liable for materially false statements regarding the certifications required under this Contract.

Have you, your employees, or any person who will have direct contact with students under this MOU been convicted of a felony, a crime or moral turpitude, or any offense involving the sexual molestation or physical or sexual abuse or rape of a child, or the solicitation of any such offense?

[☐] NO

[☐] YES (please explain) _____

_____

_____

Offeror Name: _____ Date:_____

Authorized Signature _____

Print Name & Title _____

ATTACHMENT D
MCPS CONTRACT TERMS AND CONDITIONS

MCPS will contract with the successful Bidder ("Contractor"), that contract will contain the following contract terms, and conditions, with incomplete information to be added based upon the award between MCPS and the successful Bidder. MCPS does not negotiate terms and conditions under an Invitation to Bid. As a precondition to its acceptance, MCPS may, in its sole discretion, request that the Bidder withdraw or modify non-responsive portions of a bid, those portions which do not affect the quality, quantity, price or delivery schedule. The final agreement is subject to review by an MCPS Attorney prior to being submitted to the successful Bidder for signature.

A. **STANDARD OF CARE**

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 Manager, which are discovered within a twelve-month period after final completion of Work.

B. **AUTHORITY**

The Chief Procurement Officer has been delegated authority for issuance of Invitations to Bid, Requests for Proposal, modifications, Purchase Orders, and Contracts awarded and approved by and for MCPS. The Chief Procurement Officer is authorized to enter into negotiations, change orders, Contracts, or in any way obligate MCPS for indebtedness. Any Purchase Order or Contract made which is contrary to these provisions and authorities shall be of no effect and voice, and MCPS shall not be bound thereby.

C. **MCPS PURCHASE ORDERS**

MCPS purchases are authorized only if an MCPS Purchase Order is issued or Credit Cards Authorization form 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 ordering school or department. MCPS will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the MCPS Chief Procurement Officer. Contractors providing goods and/or services without a signed MCPS Purchase Order do so at their own risk and expense.

D. **REIMBURSABLE EXPENSES**

MCPS does not authorize any additional travel expenses. All expenses shall be included in the firm fixed price for the Work for MCPS. MCPS shall not approve any request for reimbursement for travel-related expenses submitted by the Contractor.

E. **ETHICS IN PUBLIC CONTRACTING**

This Contract incorporates by reference any and all Local, State and/or Federal laws related to ethics, conflicts of interest, or bribery, including but not limited to 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 Bidder, supplier, manufacturer or subcontractor in connection with their Bid, and they have 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.

F. **PAYMENT OF SUBCONTRACTORS**

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

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

The Contractor is obligated to pay interest to the subcontractor or all amounts owed by the Contractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from MCPS 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 each of its subcontracts a provision requiring each subcontract 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 as an obligation to MCPS. 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.

G. **ANTI-DISCRIMINATION**

By submitting a Bid and during the performance of this Contract, the Contractor certifies to MCPS 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, and where applicable the Virginians with Disabilities Act, the Americans with Disabilities Act and VPPA §2.2-4311. In every Contract over $10,000 the provisions in M.a and M.b below apply. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by State law relating to discrimination, 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 non-discrimination clause.
b. The Contractor, in all solicitations or advertisements for employment, 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 regulations shall be deemed sufficient for the purpose of meeting the requirements of this Section.
d. The Contractor will include the provisions listed above in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor.

H. **NON-DISCRIMINATION AGAINST FAITH-BASED ORGANZIATIONS**

The Contractor certifies they do not discriminate against faith-based organizations. The School Board in procuring goods and/or services, or in making disbursements pursuant to this section, shall not discriminate against a faith-based organization on the basis of the organization's religious character or impose conditions that restrict the religious character of the faith-based organization, except funds provided for expenditure pursuant to contracts with public bodies shall not be spend on religious workshop, instruction or proselytizing, or impair, diminish or discourage the exercise of religious freedom by the recipient of such goods, services or disbursements.

I. **NO EMPLOYMENT OF UNAUTHORIZED ALIENS**

In accordance with the Code of Virginia §2.2-4311.1, the Contractor represents and warrants that Contractor does not, and shall not, during the performance of the Contract, knowingly employ any unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

J. **REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL AND SUBCONTRACTORS**

The key personnel and subcontractors submitted by the Contractor in this Bid and thereafter accepted by MCPS are considered essential to the Contractor's qualifications. The Contractor may not replace, substitute or augment any key personnel or subcontractor without prior written approval of MCPS. A request to replace or substitute any key personnel or subcontractor for any reason, shall be provided to the MCPS Project Manager at lease twenty (20) 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 allow evaluation by MCPS.

Additionally, the Contractor shall not remove or replace their approved Project Manager without written approval of MCPS. In the event of the Project Manager's termination or resignation from the Contractor's employment, the Contractor shall replace the Project Manager with an individual with similar qualifications and experiences and only with MCPS' written approval.

K. **PROJECT STAFF**

MCPS has the right of reasonable rejection and approval of staff or subcontractors assigned to the Work by the Contractor. If MCPS reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to MCPS in a timely manner and at no additional cost to MCPS. The day-to-day supervisions and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor. The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall only employee persons reasonably proficient in the Work assigned.

L. **DRUG-FREE WORKPLACE**

During the performance of this Contract, the Contractor agrees to:

a. Provide a drug-free workplace for the Contractor's employees;
b. 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;
c. 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
d. Include the provisions of the foregoing clauses (substituting the subcontractor or vendor for the Contractor as the obligated party) in every subcontract or purchase order $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 the specific contract awarded to the Contractor where its employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Contract.

M. **CERTIFICATIONS REGARDING FELONS AND SEX OFFENDERS**

Pursuant to the Code of Virginia §22.1-296.1.C, the Contractor certifies that it and any of its employees who will have direct contact with any School Division students have not been convicted of a felony or any offense

involving sexual molestation or physical or sexual abuse or rape of a child. Contractor shall promptly report to MCPS any change that would make this Certification no longer accurate.

N. **AUTHORIZATION TO CONDUCT BUSINESS IN VIRGINIA**

The provisions of the Code of Virginia §2.2-4311.2 are incorporated herein by reference. If the Contractor is a business entity described in VA Code §2.2-4311.2.A, that Contractor must be authorized to transact business in Virginia if required by law to be so authorized and shall not allow its existence or certificate authority or registration to transact business to lapse or be revoked or cancelled during the term of this Contract.

O. **INDEPENDENT CONTRACTOR**

The Parties understand that the Contractor and its employees and subcontractors shall be independent contractors and not the School Board's employees for any purpose whatsoever. This Contract shall not be construed as a partnership and the School Board shall not be liable for any obligation incurred by the Contractor. However, the Contractor shall comply with all policies, rules and regulations of the School Board in connection with the provision of the services under this Agreement. All services rendered by the Contractor shall be rendered in a competent, efficient, timely and satisfactory manner in strict accordance with the currently approved methods and practices in the Contractor's professional specialty. Upon notice from MCPS, Contractor will remove any employee or subcontractor assigned to provide services under this agreement and assign another employee/subcontractor to provide those services.

P. **TAX EXEMPTION**

MCPS is exempt from the payment of Federal Excise or Virginia State and Use Tax. MCPS tax exemption number is 54-1207347. A copy of MCPS Sales and Use Tax Exemption Certificate is posted on the MCPS website.

Q. **FORCE MAJEURE**

MCPS 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 MCPS that make performance impossible or illegal, unless otherwise specified in the Contract.

The Contractor 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 the Contractor, and outside and beyond the scope of the Contractor's then current Contract, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

R. **ANTI-TRUST**

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

S. **ARBITRATION**

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

T. **NO WAIVER**

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

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

U. **ASSIGNMENT OF CONTRACT**

Neither party shall assign in whole or in part this Contract without the consent, in writing, of each party.

V. **INDEMNIFICATION**

a. General Indemnification: The Contractor shall indemnify, keep and save harmless MCPS, its agents, officials, employees and volunteers against Claims that may accrue or arise against MCPS as a result of the granting a Contract, if the Claim was caused by the negligence, error or omission of the Contractor, its employees, its subcontractors or its subcontractor's employees. As used in this Section, a Claim includes: injuries, death, damage to property, patent claims, breach of data security, suits liabilities, judgements, cost and expenses. Upon request from MCPS, the Contractor must at its own expense: appear, defend and pay all attorney's fees and all costs and other expenses related to the Claim. If, related to the Claim, any judgment is rendered against the School Board or a settlement reached that requires MCPS to pay money, Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend MCPS as herein provided.

b. Intellectual Property Indemnification: In addition to the General Indemnification, the Contractor shall indemnify MCPS for and defend MCPS against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor's products, software, services or deliverables. Contractor must indemnify MCPS for any loss, damage, expense or liability, including costs and reasonable attorney's fees that may result by reason of such claim.

   In the event of a claim covered by this subparagraph, and in addition to all other obligations of the Contractor in this paragraph, the Contractor must at its expense and within a reasonable time: i. obtain a right for MCPS to continue using such products and software, or allow Contractor to continue performing the Work; ii. modify such products, software, services or deliverables to make them non-infringing; or iii. replace such products or software with a non-infringing equivalent. If, in the Contractor's reasonable opinion, none of the foregoing options are feasible, the Contractor must immediately notify MCPS and accept the return of the products, software, services or deliverables, along with any other components rendered unusable as a result of the infringement or claimed infringement, and refund to MCPS the price paid to the Contractor for such components as well as any pre-paid fees for the allegedly infringing services, including license, subscription fees, or both. Nothing in this paragraph, however, relives the Contractor of liability to MCPS for damages sustained by MPS by virtue of any breach of contract related to a third-party infringement claim.

c. Right to Participate in Defense: MCPS may, at its sole discretion, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires MCPS to: i. admit liability or wrongdoing; or ii. pay money. In either of these cases, the Contractor must obtain MCPS' written prior consent before entering into such settlement or resolution

d. **No Indemnification by MCPS: The Parties agree that under applicable law MCPS cannot indemnify or defend the Contractor. Cross-indemnity provisions are not acceptable. To the extent any promise or term contained in this Contract, including any exhibits, attachments or other documents**

incorporated by reference therein, includes an indemnification or obligation to defend by MCPS, that promise or term is stricken from this Contract and of no effect.

W. **COOPERATIVE PURCHASING**

MCPS is conducting this procurement in accordance with VPPA §2.2-4304, Joint and Cooperative Procurement. Except for Contracts for professional services and construction, a public body may purchase from another public body's contract even if it did not participate in the Request for Bid (RFP) or Invitation to Bid (ITB), if the RFP or ITB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

MCPS acts only as the "Contracting Agent" for these jurisdictions and political subdivision. Each public body has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participating, non-discrimination, etc. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction. MCPS shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

X. **CONFIDENTIAL INFORMATION**

The Contractor and its employees, agents and subcontractors, hereby agree to hold as confidential all MCPS 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's 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.

All student data is considered to be confidential under any resulting Contract as well as under the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g et seq., and any other federal or state statutes or regulations pertaining to student records, and will only be released in accordance with the applicable laws and regulations. Student data shall include all metadata, forms, logs, cookies, tracking pixels, user content, and Personally Identifiable Information (PII), and education records as defined by FERPA and other non-public information relating directly to MCPS students. All student data received by the Contractor shall be maintained by the Contractor in a secure location, in accordance with any MCPS Student Data Usage and Privacy Agreements.

The Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of student data, whether intentionally or by inadvertence, negligence, or omission verbally or electronically, through paper transmission or otherwise, for any purpose other than that directly associated with its officially assigned duties pursuant to any resulting Contract. Contractor is aware that unauthorized use or disclosure of student data is prohibited and, in addition, may also constitute a violation of Virginia law (e.g. the Government Data Collection and Dissemination Practice Act, formerly called the Privacy Protection Act, VA Code §2.2-3800 et seq., and the Secrecy of Information Act, VA Code §58.1-3, which may be punishable by a jail sentenced of up to six (6) months and/or a fine of up to $1,000,000).

Y. **HIPAA COMPLIANCE (Intentionally deleted)**

Z. **GUARANTEES AND WARRANTIES**

All guarantees and warranties shall be furnished by the Contractor and shall be delivered to MCPS before final payment on the Contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

AA. **AUDIT**

The Contractor shall retain all books, records and other documents relative to this Contract for three (3) years after final payment, or until audited by MCPS, whichever is sooner. MCPS shall have full access to and the right to examine any said materials during the retention period.

BB. **OWNERSHIP OF MATERIAL AND RECORDS**

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose MCPS' data or inputs. Ownership of all data, material and documentation originated and prepared by the Contractor for MCPS pursuant to the solicitation and any resulting Contract shall belong exclusively to MCPS and be subject to public inspection in accordance with the Virginia Freedom of Information Act.

CC. **DISPUTE RESOLUTION***

Any dispute arising under this Contract, or its interpretation, whether involving law or fact, extra work or extra compensation or time and all claims for alleged breach of Contract, shall be submitted in writing to the Chief Procurement Officer who shall reduce a decision in writing and mail or otherwise forward a copy thereof to the Contractor within ten (10) days. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. The Decision of the Chief Procurement Officer shall be final and conclusive unless the Contractor appeals within ten (10) days of receipt of the written decision. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, the condition precedent to consideration of the claim, the Contractor must give written notice of the intention to file such a claim at the time of the occurrence or beginning of the Work upon which the claim is based, whichever occurs first. Nothing herein shall preclude a Contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed de in the final payment.

DD. **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

No potential Bidder, Bidder or Contractor shall institute any legal action until all administrative remedies available under the solicitation and resulting Contract have been exhausted and until all statutory requirements have been met.

EE. **NOTICES**

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

CONTRACTOR:	And:
MCPS:	And:
Bobby Barrett, MCPS Program Manager Manassas City Public Schools 8700 Centreville Rd, Suite 330	Joshua A. Makely, CPPO, CPPB Chief Procurement Officer 8700 Centreville Rd, Suite 400

Manassas, Virginia 20110 itdirector@mcpsva.org	Manassas, VA 20110 jmakely@mcpsva.org

FF. **INSURANCE REQUIREMENTS**

Under this Contract, the Contractor assumes all risks of direct and/or indirect damage or injury to the property or persons in connection with this Work, and of all damage or injury to any person or property resulting from any action, omission, commission or operation. All required insurance shall be maintained by the Contractor and its independent contractors at their sole expense, in full force and effect during the life of the Contract and until such time as all Work has been approved and accepted by MCPS.

Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain 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.

The Contractor shall secure and maintain all insurance certificates of its subcontractor(s), which shall be made available to MCPS on demand. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to MCPS. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

Compliance by the Contractor and subcontractor(s) with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities provision of the Contract. The Contractor shall be as fully responsible to MCPS for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by them.

MCPS, the School Board, its officers, employees, agents and volunteers, shall be named as additional insured in the Automobile and Commercial General Liability policies and it shall be stated on the Insurance Certificate.

1. Commercial General Liability Insurance:

Commercial General Liability occurrence-based insurance shall be in place until MCPS confirms the Contract has expired. Such insurance shall cover claims for bodily injury, property damage and personal injury arising out of operations under the Contract, whether such actions are performed by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them. For work that specifically deals with purchase, construction and or maintenance of physical property the insurance coverage for contractors and subcontractors shall also include coverage for explosions, collapse, underground utilities and completed products and operations. Coverage afforded under this policy shall be primary to all other insurance with respect to Manassas City School Board including its elected and appointed officials, agents, and employees.

Type of Insurance	**Limit per Occurrence**	**Aggregate Limit**
Commercial General Liability	$1,000,000	$2,000,000

2. Subcontractor's Commercial General Liability Insurance:

The Contractor shall require each of its Subcontractors to procure and maintain during the life of its subcontract, subcontractor's Commercial General Liability Insurance in the amounts satisfactory to the Contract.

Type of Insurance	Limit per Occurrence	Aggregate Limit
Subcontractor Commercial General Liability	$1,000,000	$2,000,000

3. Worker's Compensation and Employer's Liability Insurance:

Worker's Compensation and Employer's Liability Insurance is mandatory for the Contractor's employees engaged in the Work under this Contract, in accordance with the laws of the Commonwealth of Virginia. The Contractor shall require each of its Subcontractors, if applicable, to provide Worker's Compensation and Employer's Liability Insurance for all the Subcontractor's employees engaged on such subcontracts. If any class of employees engaged in work under the Contract is not protected under the Worker's Compensation laws in Virginia, the Contractor shall provide similar protection for these employees in amounts not less than the legal requirements.

Type of Insurance	Limit per Occurrence	Aggregate Limit
Worker's Compensation	Statutory Limit	Statutory Limit

4. Commercial Automobile Liability Insurance:

Commercial Automobile Liability insurance, including coverage for owned, non-owned and hired vehicles shall be in place for the Contractor and all of its Subcontractors.

Type of Insurance	Limit per Occurrence	Aggregate Limit
Commercial Automobile Liability	$1,000,000	$2,000,000

5. Umbrella Liability Insurance:

The use of Umbrella Liability insurance is permitted. If Umbrella Liability insurance is used the policy must be endorsed to show that the lines the policy is bolstering are covered under the policy.

Type of Insurance	Each Occurrence	Aggregate Limit
Umbrella Liability	$1,000,000	$1,000,000

GG. **FAILURE TO DELIVER/SERVICE FAILURES**

Failure of a Contractor to deliver goods and/or services within the time specified, or within reasonable times as interpreted by MCPS, or failure to make replacements or corrections of rejected articles or services when so requested, immediately or as directed by MCPS, shall constitute grounds for MCPS to "Cover" by purchasing in the open market, articles or services of comparable grade or quality to replace the articles or services rejected or not delivered. On all such purchases, the Contractor shall reimburse MCPS, within a reasonable time specified by MCPS, for any expense incurred in excess of contract prices, or, in MCPS' purchases shall be deducted from the contract quantities, if applicable. Should public necessity demand it, MCPS reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by MCPS.

HH. **RESPONSIBILITY FOR SUPPLIES TENDERED**

Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the Contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after Notice of Rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) business days, after the date of Notification, MCPS may return the rejected

materials or supplies to the Contractor at his or her own risk and expense or dispose of them as its own property.

II. **ADVERTISING AND USE OF PROPRIETARY MARKS OR LOGOS**

The Contractor shall not use the name of Manassas City Public Schools (MCPS) or any authorized user or refer to MCPS or any authorized user, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of MCPS or such authorized user. In no event may a Contractor use a proprietary mark of MCPS or an authorized user without receiving prior written consent of MCPS.

JJ. **EXTENSION OF CONTRACT TERM**

The MCPS Procurement Office, at its sole and absolute discretion, may extend the Contract Term or final Renewal Contract Term of the resultant Contract for a period of not more than six (6) months, unless specifically stated otherwise in the solicitation.

KK. **ACCESSIBILITY OF WEBSITE***

If any Work performed under this Contract results in the design, development, maintenance and responsibility for content and/or format of any MCPS websites, or MCPS' 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: www.ada.gov/websites2.htm.

ATTACHMENT E

BYRD ANTI-LOBBYING CERTIFICATION

31 U.S.C. 1352 eq seq. (to be submitted with each Offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of an Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL (SF-LLL), "Disclosure Form to Report Lobbying", in accordance with its instructions, as amended by "Government-wide Guidance for New Restrictions on Lobbying, 61 Fed Reg. 1413 (1-19-96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers, including subcontracts, subgrants and contracts under grants, loans and cooperative agreements, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Note: Pursuant to 31 U.S.C. §1352 (c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Printed Name of Representative: _____

Signature and Date: _____

Company Name: _____

Address: _____

City/State/Zip: _____

DUNS No: _____