



REQUEST FOR PROPOSALS

Manassas City Public Schools

Procurement Office
8700 Centreville Rd., Suite 400
Manassas, VA 20108

RFP Title: E-Rate Category 1 Internet Access Services
RFP Number: 27FY23
Proposal Due Date: November 30, 2022 Prior to 11:00 PM (EDT)

Issue Date: October 17, 2022
Issued By: Procurement Office

Requesting Department: Information Technology
Procurement Contact: Joshua A. Makely, CPPO, CPPB;
jmakely@mcpsva.org

Manassas City Public Schools ("MCPS" or "Owner") is issuing this Request for Proposals (RFP) #27FY23 issued on October 17, 2022, for the establishment of a Contract for the provision of E-Rate Category 2 Internet Access Services ("Work"). Proposals in response to this RFP shall be solely received electronically, through [DemandStar](#). Proposals **shall not** be received at the Central Office by mail, express mail, in person, or by courier.

Offerors wishing to submit a Proposal in response to the RFP are required to upload the Mandatory Requirements found in the Instructions to Offerors 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 Proposal to be considered for award of a Contract, the Proposal must be received in DemandStar prior to 11:00 PM (EDT) on November 30, 2022 ("Proposal Closing"). Offerors are strongly encouraged to submit their Proposals, including all required documents, in advance of the Proposal Closing to allow sufficient time for the Proposal, including all required documents, to be uploaded into DemandStar before the Proposal Closing. The time a Proposal is received shall be determined by the time shown on the DemandStar e-Bid response report ("the Log"). If the upload time is shown in the Log is after Proposal Closing the Proposal will be considered non-responsive and will not be considered for Contract award. **Proposal received after the Proposal Closing shall not be considered.**

MCPS reserves the right to accept or reject any and all Proposals in whole or in part and waive any informalities in the competitive negotiations process. Further, MCPS reserves the right to enter into any Contract deemed to be in the best interest of MCPS. The entire contents of the RFP, any Addenda, Offeror's Proposal and Negotiated Changes shall be incorporated by reference into any resulting Contract at the time of Contract formation.

Link to the Current Solicitations webpage: <https://www.mcpsva.org/Page/2546>

MCPS DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS IN ACCORDANCE WITH CODE OF VIRGINIA §2.2-4343.1 OR AGAINST AN OFFEROR BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT IN THE PERFORMANCE OF ITS PROCUREMENT ACTIVITY.

PRE-PROPOSAL CONFERENCE:

A non-mandatory pre-Proposal conference ("Conference") will be held for this RFP on Monday, October 24, 2022 at 10:00 AM. The Conference will take place at 8700 Centreville Road, Suite 400, Manassas, VA 20110, to discuss the Work and answer general questions. Attendance at the Conference is strongly encouraged.

Minutes of the Conference, including but not limited to, questions and answers presented at the Conference will be held and issued in writing by the Procurement Office and distributed in the same manner as an Addenda, as set forth below.

Offerors should take into consideration the potential traffic and weather issues in the Northern Virginia area. Offerors may bring subcontractors, cameras and small measurement tools. **No photography of students is permitted, even in the background of the photos.** All Offerors must sign-in before being permitted on site for the Conference. This is the only opportunity to visit the Work site. Offerors are not allowed on MCPS property without prior authorization from the Chief Procurement Officer.

QUESTIONS:

All questions related to this Request for Proposal, shall be submitted in writing to, address to: Joshua A. Makely, Chief Procurement Officer, jmakely@mcpsva.org. To be assured consideration, **questions must be received prior to 5:00 PM on November 4 2022** and all questions shall be addressed in the subject line to read: **RFP #27FY23 – 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, as an Addenda and/or as an Information Item, as set forth below.

Modifications of the Solicitation Documents shall be accomplished only by a written Addendum issued by MCPS. If the answer to a question modifies the Solicitation 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.

ADDENDA:

Changes or modifications to this RFP 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 RFP.

Addenda shall be posted on the MCPS DemandStar website and to the MCPS Current Solicitations webpage.

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

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

INFORMATION ITEMS

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

NO CONTACT POLICY:

Upon the date of issuance of this solicitation, any contact initiated by any potential Offeror 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 solicitation is prohibited. Any such unauthorized contact may cause the disqualification of the Offeror's response.

TRADE SECRETS OR PROPRIETARY INFORMATION:

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

Please mark one:

☐ Yes: This Proposal contains information deemed to be proprietary or a trade secret. The information deemed to be proprietary or a trade secret can be located under Tab 5.

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

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

SWaM BUSINESSES:

Is Offeror a Minority Business (as defined by the VPPA §2.2-4310)? ☐ Yes ☐ No

Is Offeror Woman Owned? ☐ Yes ☐ No

Is Offeror Service Disabled Veteran Owned? ☐ Yes ☐ No

Is Offeror a Small Business? ☐ Yes ☐ No

Is Offeror 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 Offerors, Paragraph C.8 and Section VI, Contract Terms and Conditions, the Virginia Public Purchasing Act (VPPA) §2.2-4311.2 requires the Offeror to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise by law. The Offeror shall include in its Proposal the identification number issued to it by the State Corporation Commission (SCC). For more information on how the SCC can expedite a request for an identification number, please contact the SCC directly at www.scc.virginia.gov.

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

☐ Offeror is a Virginia business entity with the following SCC Identification Number: _____

(NOTE: The SCC number is NOT the Federal Tax Identification Number)

☐ Offeror 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: _____

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

☐ Offeror shall check here if they have not completed any of the forgoing option but currently have pending before the SCC an application for authority to transact business in MCPS, and wish to be considered for a waiver to allow you to submit the SCC Identification Number after the Proposal Due Date (MCPS reserve the right, at its own discretion, to determine whether to allow such waiver).

DEBARMENT:

If an Offeror 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.

Is the Offeror 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 your organization or any current officer, director, project manager, procurement manager, chief financial officer, partner or owner ever been debarred from doing Federal, State or Local government work for any reason? ☐ Yes ☐ No

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.

☐ Offeror will accept the MCPS P-Card for payment of any goods and/or services regardless of cost, with no additional fees added for P-Card use.

☐ Offeror does not accept the MCPS P-Card

ACCEPTANCE OF WORK:

By submitting a Proposal, Offeror confirms that it can deliver all of the Work contained in the RFP.

SERVICE PROVIDER IDENTIFICATION NUMBER (SPIN) & FCC REGISTRATION NUMBER (FCCRN):

SPIN: _____

FCC RN: _____

PROPOSAL SUBMITTAL CERTIFICATION:

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

Mailing Address:

Remittance Address (if Different):

Phone: _____

Fax: _____

Email Address: _____

Contact Person: _____

Title: _____

Tax Identification (FIN/SSN): _____

Printed Name: _____

Signature: _____

***Person Signing must be authorized to bind the Offeror in Contractual Matters**

Date: _____

*a W-9 must be attached showing the correct Full Legal Name for award of Contract
(Pages 1-4 of this RFP SHALL be the first four (4) pages of the Proposal Response under Tab 1)

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I. INTRODUCTION TO RFP #27FY23

BACKGROUND

Manassas City Public Schools ("MCPS") is located 35 miles southwest of Washington, D.C. and 80 miles north of Richmond, Virginia. MCPS serves the City of Manassas, consisting of approximately 10 square miles. While an independent City from Prince William County, MCPS is located within the geographic boundaries of Prince William County, Virginia. The City has approximately 40,000 residents and MCPS provides services to approximately 7,700 students from Pre-Kindergarten to Grade 12.

MCPS consists of nine (9) schools, five (5) elementary schools, two (2) intermediate Schools, one (1) middle school and one (1) high school. MCPS staff includes approximately 1,100 instructional, administrative and support staff. MCPS services include school bus transportation, child/school nutrition, counseling, athletic programs, facilities maintenance and other operations that support instructional programs. Additional information regarding MCPS can be found at www.mcpsva.org.

GENERAL INFORMATION

MCPS is conducting a Federal Universal Service Fund (E-Rate) solicitation, in which MCPS will competitively evaluate Proposals for Internet access services and subsequently will apply for Category 1 E-rate funding for Funding Year 2023 for the school district.

Due to the usage of E-Rate funds, a Purchase Order will not be issued by MCPS until AFTER July 1, 2023.

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 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 for the balance or (b) remit to MCPS the E-Rate discounted amount pursuant to the Billed Entity Application Reimbursement Process or any other reimbursement process in effect.
- 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 addendums 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 MCPS' access points is highly dependent on E-Rate subsidies. MCPS will file for the E-Rate subsidies throughout the term of the contract. In the event that 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.

II. SCOPE OF WORK

Manassas City Public Schools (MCPS) is soliciting Proposals from qualified Offerors for the provision of E-Rate Category 1 Internet Access Services. The successful Offeror shall be responsible for providing fully functioning Internet access services to include, but not be limited to, burial of cabling, penetration of the building, and all equipment and connectors to provide for connection to customer equipment (the "Work").

1. GENERAL REQUIREMENTS

- a. The dedicated Internet circuit will be installed at:

Manassas City Public Schools
8700 Centreville Road
Manassas, Virginia 20110

- b. MCPS' Central Office is located within a multi-tenant, leased commercial building. The Internet circuit must terminate in the demarc room (located in the basement level). MCPS networking equipment will connect via an existing fiber-optic cabling extension between the data center (located on the 3rd floor) and the demarc.
- i. **The Offeror is responsible for verifying the availability of a pathway into the building.** To the best of MCPS' knowledge the building has an available conduit currently entering the basement level. A separate conduit, currently used by the incumbent Internet service provider and telephone company, is known to have been sealed with concrete due to water issues.
 - ii. The Offeror is responsible for obtaining any right of ways and permits for this project, should they be required. Any and all site inspections and/or site or service work shall be coordinated with MCPS Technology staff.
 - iii. Offerors are strongly encouraged to attend an on-site visit to see the facilities in which the Offeror's equipment will be installed. The site visit will be conducted during the Pre-Proposal Conference on Monday, October 24, 2022 at 10:00 AM. This will be the only opportunity for Offerors to visit the project site during the solicitation.
- c. The Offeror must verify that its service fully interoperates with MCPS' Internet access networking infrastructure, currently comprised of Cisco equipment. However, the Offeror must be capable of interoperating with any industry standard, high-end networking equipment.
- i. The Offeror must provide, install, and configure any and all hardware and software required to interface with MCPS' networking equipment as part of its service.
 - ii. All equipment installed shall be under repair maintenance at no cost to MCPS for the life of the Contract agreement.
 - iii. Any special environmental specifications for any equipment to be delivered under the resulting Contract shall be furnished in the Proposal, should any such requirements be applicable.
- e. The Offeror must provide bandwidth 24 hours per day, 365 days per year, and guarantee quality of service, with a minimum uptime of 99% per month.
- i. The Offeror must provide a detailed description of how their network design provides a diversity of routes to provide redundancy and maximize uptime.
 - ii. The Offeror must have network engineering support 24 hours per day, 365 days per year.

- iii. The Offeror must provide a response time and initiate repair of interrupted services within four (4) hours of a reported outage. Repairs by the Offeror must be expedient so as not to further interrupt the instructional and operational services of MCPS students and staff.
 - iv. MCPS must be notified at least forty-eight (48) hours in advance of any pre-scheduled service-affecting outages.
 - v. All pre-scheduled outages (maintenance windows) must be outside of MCPS normal operating hours (M-F, 7:00 AM-7:00 PM), unless otherwise approved in writing by MCPS.
- f. The Offeror must provide a secure, web-based reporting portal, which provides MCPS with real-time and historical statistics related to the Offeror's services. The portal should include such reports as: Bandwidth Utilization, Average Network Response Time, Top Internet Sites Visited, and Top Protocols.

2. TECHNICAL REQUIREMENTS

- g. The Offeror must be capable of providing service in the form of various bandwidth allocations, including but not limited to, a minimum connection of 1 Gbps with a maximum connection of 100 Gbps (with multi-Gigabit options in between available).
 - i. Contract must allow for upgrading during the course of the contract term (Reference Attachment C for additional bandwidth speeds). The Offeror must quote all options in the worksheet to be eligible for consideration.
- h. The Offeror must provide guaranteed Internet connectivity at an end-to-end equal rate of bandwidth. Such bandwidth must be the effective data rate, not merely the line speed.
 - i. All circuit speeds must be fixed and not burstable to reach the required bandwidth.
 - ii. No connections with data caps (limits on total volume of data transferred) will be considered.
 - iii. The circuit must be open, unfiltered, and not have any quality-of-service policies applied by the Offeror so as to interfere with data passed to and from MCPS.
 - iv. Circuits providing service levels that vary widely from contracted and guaranteed connection speeds will be considered breach of contract.
- i. The Offeror will provide the circuit in the form of an Ethernet hand-off to MCPS' equipment, preferably as a fiber-optic LC connection.
- j. The Offeror will provide a contiguous range of sixteen (16) publicly-accessible IP addresses in association with the circuit for MCPS's use, with the option to procure an additional contiguous range of sixteen (16) publicly-accessible IP addresses (Note: The two contiguous ranges do not have to be consecutive to each other).

3. MINIMUM QUALIFICATIONS & EXPERIENCE

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

- a. Offerors must have a minimum of five (5) years continuous experience, prior to Proposal Due Date, in the management and operation of a business engaged in providing the Work, and currently engaged in providing the Work to commercial or public body accounts under contract.
- b. Offerors must provide with their Proposal a list of five (5) commercial or public body references for work of a similar nature performed under a term contract and which clearly demonstrate the Offeror's ability to successfully perform under any resulting Contract. Two (2) of the references MUST be educational organizations equal or larger in size than MCPS. References must be within the last two (2) years preceding Proposal Due Date. Please verify the names, addresses, phone

numbers and email addresses prior to submitting them as references.

- c. MCPS aggressively pursues the discounts offered under the E-rate provisions of the Telecomm Act of 1996. All Offerors must meet and follow all current and future regulations established for the E-rate program. Please reference E-rate at www.usac.org/e-rate for further reference. At the time of Proposal Due Date, all Offerors must be in good standing with respect to E-rate participation requirements. Offerors are to 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.

III. INSTRUCTIONS TO OFFERORS

1. QUESTIONS/INFORMATION REQUESTS

All questions to this RFP shall be submitted in writing to Joshua Makely, Chief Procurement Officer, Manassas City Public Schools (MCPS) Procurement Office at jmakely@mcpsva.org. For a question to receive consideration, the subject line of the email must state the following: “RFP #27FY23 – Questions”. Failure to label questions as stated may result in the questions not being answered. Questions should be succinct and must include the potential Offeror’s name, title, company name, company address and telephone number.

Upon the date of issuance of this solicitation, any contact initiated by any potential Offeror 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 proposal is prohibited. Any such unauthorized contact may cause the disqualification of the Offeror’s proposal.

2. TENTATIVE SCHEDULE FOR RFP #27FY23

RFP Issued: October 17, 2022
Pre-Proposal Conference October 24, 2022
Question Deadline: November 4, 2022
Addendum 1 Issuance: Week of November 7, 2022
Proposal Due Date: November 30, 2022
Contract Award: January 2023
Contract Start: Upon execution by the Chief Procurement Officer or Superintendent

3. DEBARMENT STATUS

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

4. ETHICS IN PUBLIC CONTRACTING/NON-COLLUSION

By submitting a response, Offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal. Offeror 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.

5. CONFLICT OF INTEREST STATEMENT

Each Offeror shall sign a Conflict of Interest Statement (Attachment B) certifying that to be 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 proposal 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 described in the paragraph above has been or will be received in connection with the proposal 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 Offeror has knowledge of benefits as outlined above, this information should be submitted with the proposal. If the above does not apply at the time of Contract award and becomes known after inception of a contract, the Offeror shall address the disclosure of such to the Chief Procurement Officer in the Office of Procurement and Contracting. The RFP number shall be reference in the full disclosure.

6. EXPENSES INCURRED IN PREPARING PROPOSAL

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

7. INCOMPLETE DOCUMENTS

Offerors are responsible for having determined the accuracy and/or completeness of the RFP upon which it is relied in making its Proposal, and has an affirmative obligation to notify the MCPS Chief Procurement Officer immediately upon discovery of an apparent or suspected inaccuracy, error in, or omission of any pages, drawings, sections or addenda whose omission from the documents was apparent from a reference or page numbering or other indication in the RFP.

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

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

Failure to acknowledge Addenda issued during the solicitation process on the RFP Title Page 2, or by including a signed copy of all Addenda with the Proposal, is considered an incomplete Proposal Document.

8. QUALIFICATION OF OFFEROR

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

MCPS may make any such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the Work as is requested in the RFP. MCPS reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. MCPS further reserves the right to reject any Proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy MCPS that such Offeror is properly qualified to carry out the obligations of the contract and to complete the Work or furnish the item(s) contemplated herein.

9. AUTHORITY TO TRANSACT BUSINESS

Any Offeror organized as a stock or non-stock corporation, limited liability corporation, business trust or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper and full **legal name** of the firm or entity and the identification

number issued to the Offeror by the Virginia State Corporation Commission must be written in the space provided on the Proposal Form. Any Offeror that is not required to be authorized to transact business in the Commonwealth shall include in its Proposal a statement describing why the Offeror is not required to be so authorized. Failure to provide such documentation shall be grounds for rejection of the Proposal or cancellation of the award. For further information potential Offerors should refer to the Commonwealth of Virginia State Corporation Commission website at www.scc.virginia.gov.

10. LATE PROPOSALS

To be considered for evaluation, Proposals must be received by the Procurement Office by the designated date and time listed in the RFP. Proposals received after the date and time designated will be considered non-responsive, automatically disqualified and will not be considered. MCPS is not responsible for delays experienced in the uploading of Proposals into DemandStar.

11. INTEREST IN MORE THAN ONE PROPOSAL

More than one Proposal received in response to this RFP from an individual, firm, partnership, corporation, affiliate or association under the same name or different names will be rejected. Reasonable grounds for believing an Offeror is interested in more than one (1) Proposal for an RFP both as an Offeror and as a subcontractor for another Offeror will result in the rejection of all Proposals in which the Offeror is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two (2) or more Offerors submitting a Proposal for the Work. Offerors rejected under the above provisions shall be disqualified if they respond to a new RFP for the same work.

12. 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

In the event of a delayed school opening, all times shall remain as stated in the Request for Proposal. In the event of a Code Grey, any pre-proposal conferences and all proposal openings will be held on the next full business day in which MCPS experiences a normal opening day, with no closures or delays. In the event of a Code Blue, any pre-proposal conferences and all proposal openings will be held on the next full business day in which MCPS experiences a normal opening day, with no closures or delays.

13. INSURANCE REQUIREMENTS

Each Offeror shall review the Insurance Requirements section carefully with its insurance agent or broker prior to submitting a Proposal to ensure they can provide the specific coverage requirements and limits applicable to this solicitation. If the Offeror is not able to meet the insurance requirements of this solicitation, alternate insurance coverage acceptable to MCPS may be proposed by the Offeror 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 Proposals 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 C.

14. CONTRACTOR CERTIFICATION REGARDING CRIMINAL CONVICTIONS (intentionally deleted)

15. AWARD PROTEST

Any Offeror 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 Offeror 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 new 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 an Offeror 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 Proposal or Offer would expire.

16. CONTRACT AWARD IS IN THE BEST INTEREST

Manassas City Public Schools reserves the right to award or reject Proposals, to cancel this solicitation, to waive any informalities or irregularities therein. Informality is defined by the VPPA §2.2-4301: Definitions as “a minor defect or variation of a bid or proposal from the exact requirements of the Invitation for Bid, or the Request for Proposal, which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured”. MCPS reserves the right to contract with an Offeror whose Proposal is determined, in writing, to be the most advantageous to MCPS taking into consideration the evaluation criteria as set forth in the RFP. Selection of a Proposal that does not mean that all aspects of the Proposal are acceptable to MCPS. Manassas City Public Schools reserves the right to negotiate the modification of terms and conditions with the Offeror offering the best value to MCPS in conjunction with the evaluation criteria contained herein prior to the execution of a contract, to ensure a satisfactory contract.

17. NOTICE OF INTENT TO AWARD

MCPS will post a Notice of Intent to Award, stating the date the award will be made and identifying the name(s) of the awarded Offeror(s) on the MCPS website. The Notice of Intent to Award will be posted for a minimum of ten (10) calendar days, except in the case of an emergency procurement.

18. ACCEPTANCE OF PROPOSAL BINDING

Unless otherwise specified in the RFP, all formal Offers submitted shall be binding for ninety (90) days following the Proposal Due Date, unless extended by mutual consent of all parties.

IV. PROPOSAL REQUIREMENTS

1. GENERAL REQUIREMENTS

Failure to submit all information required may result in a lowered evaluation score or the Offeror being found non-responsive. In order to be considered for selection, Offeror's must submit a complete response to this RFP. One (1) electronic copy of the Proposal, with a completed Pricing Schedule. Offer should also include one (1) electronic copy marked "Redacted Proprietary" that includes the removal of all proprietary or trade secret items from its Proposal. If no proprietary information is removed, Offeror shall provide a written letter stating as such in the Proposal.

Proposals shall address the below areas, not exceeding the stated page limitations. Proposals shall be as thorough and detailed as possible so that MCPS may properly evaluate the Offeror's capabilities to provide the requested services. The Proposal shall be limited to a page size of 8 ½" x 11", single space and type size shall not be less than ten (10) point font for each response item. NOTE: for page-counting purposes, a page equals a one-sided sheet. If a page limit is not noted within the section below there is no page limit. Proposals should be prepared simply and economically, providing a straightforward, concise description of the capabilities to perform the services and emphasis should be placed completeness and clarity of content.

Proposals shall be submitted in DemandStar. Offerors are responsible for having their Proposal uploaded to DemandStar by the due date and time. Emailed or facsimile submission of Proposals are not acceptable and any such Proposals will not be considered.

Nothing herein is intended to exclude responsible Offerors or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit Proposals. Proposals shall be signed by a representative of the Offeror authorized to commit the Offeror to any contract. Failure to submit all information requested may result in the Procurement Office requiring prompt submission of missing information and/or giving a lower evaluation of the Proposal.

Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation. Mandatory provisions of this RFP are indicated by the inclusion of the words "shall" or "must" to identify the Offeror's obligations. Failure to comply with these requirements or with any other requirements stated as mandatory either in this RFP, in the Instructions to Offerors, or in the Introduction to the RFP shall result in rejection of the Offeror's Proposal as non-responsive, except to the extent the failure or omission either is not a mandatory statutory requirement or does not affect the price, quantity, quality or time.

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

Modification of or additions to any portion or terms of the RFP may be cause for rejection of the Proposal; however, MCPS reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a Proposal as non-responsive. MCPS proposed Contract Documents and this RFP contain terms and conditions MCPS intends to use for the resultant Contract. If the Offeror wishes MCPS to consider any changes to these documents, such changes must be submitted in writing with the Proposal submission and such exceptions shall be considered during negotiation. Any Offeror receiving a Contract award shall be required to execute a Contract in substantial compliance with MCPS standard Contract and will be required to furnish all other required Contract documents, such as W-9, Certificate of Insurance, etc. within fifteen (15) days after receipt of notification that the Contract is ready for signature. If an Offeror fails to comply, MCPS may award the Contract to another Offeror.

2. VIRGINIA FREEDOM OF INFORMATION ACT

MCPS and its officials, employees and agents will copy and use the response of the Offeror and documents included with the response, for various purposes related to analysis, evaluation and decision to award a Contract. Ownership of all data, materials and documentation originated and prepared for MCPS pursuant to the RFP shall belong

exclusively to MCPS and be subject to inspection in accordance with the Virginia Freedom of Information Act. Following award, MCPS may be required to allow inspection and copying of documents, and may also use the Offeror's documents in connection with any resulting contracts with that Offeror. The Offeror is responsible for obtaining any necessary authorizations for all such use of the documents and information, and for ensuring that such copying and use is in conformance with laws related to trademarks and copyrights. Any document or information for which the Offeror has not obtained such authorization, or for which such copying and use is not authorized, shall not be submitted. The undersigned Offeror agrees to indemnify, defend and hold MCPS, its officials, employees and agents harmless from any claims of any nature, including claims arising from trademark or copyright laws, related to use of information and documents submitted with the Offeror's response.

Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act, only under the following circumstances: (a) the appropriate information is clearly identified by some distinct method such as highlighting or underlining, (b) only specific words, figures or paragraphs that constitute trade secrets or proprietary information are identified, and (c) a completed summary page, **TAB 5**, is supplied and includes the information to be protected, the section/page number(s) where this information is found in the proposal, and a statement why protection is necessary for each section listed. The Offeror must invoke the protection of VPPA §2.2-4342 prior to or upon submission of the data or other materials to be protected and state the reasons why protection is necessary. References may be made within the body of the Proposal to proprietary or trade secret information, however, all information contained within the body of the Proposal **not** in the separate section labeled proprietary shall be public information. **Offerors may not declare the entire Proposal proprietary nor may they declare the proposed pricing to be proprietary.** It is the Offeror's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

3. **FORMAT AND CONTENT OF PROPOSALS**

The Offeror's Proposal shall address the items included in the Scope of Work and in the Evaluation Criteria for Proposal Evaluation. Failure to do so will result in a lowered evaluation. Incomplete Proposals may be deemed non-responsive. Offerors shall organize their Proposals using the following format:

TAB 1: ADMINISTRATIVE

Fully Executed RFP Title Pages 1, 2, 3, and 4 of this RFP should be included as the first four (4) pages of the Proposal. Offerors shall ensure these pages are completed, signed and submitted exactly as requested. The name stated on the Title Sheet on page 4, must be the full legal name of the Offeror and the address must be that of the office which will have the responsibility for the services provide. The following forms shall also be completed and provided in this Tab in the following Order:

- Attachment A – Conflict of Interest Statement
- Attachment B – Insurance Checklist
- Attachment C – Pricing Schedule
- Attachment D – Federal Terms and Conditions for a Non-Federal Entity
- Attachment E – Byrd Anti-Lobbying Certification
- Attachment F – 2 CFR §200.216 Compliance Certification

TAB 2: FIRM BACKGROUND/EXECUTIVE SUMMARY

Provide information describing your company's background, company mission as it relates to the services requested, approach to effective communication with clients, meeting deadlines, quality control, management skills, technical expertise.

What is the Offeror's particular strength in the marketplace?

How long has the Offeror been providing these particular services?

Provide information related to the firm's experience, expertise, and ability to provide E-Rate services to K-12 educational customers such as MCPS.

Detail the Offeror's anticipated personnel plan for the management of MCPS' account.

Provide five (5) project references for the Work the Offeror has provided or is currently providing within the last two (2) years prior to the Proposal Due Date and Time. The references should reflect projects similar in size and scope to this Proposal, and two (2) of which MUST be an educational organization equal or larger in size than MCPS. Education and government projects are preferred for all references.

For each reference, provide the organization name, contact name, telephone number, **email address**, **scope/nature of the project**, and the start date (month and year) and end date (month and year) that the Work was provided to each reference. Please verify all information prior to submitting it.

TAB 3: PROJECT UNDERSTANDING

Describe the methodology of the Offeror in successfully providing Internet access services and the understanding of the project, with any foreseen opportunities and challenges identified.

NOTE: Be certain to address all aspects of **Section II, Scope of Work** in your response, to include service measurements and availability, maintenance schedules, service ability with regard to proximity of MCPS, etc.

Provide a proposed project plan, to include a timeline with tentative dates and the various phases of the project, with the assumption that services must be provided on July 1, 2023.

Detail any and all expectations you have of MCPS to successfully complete the project (with regard to installation, service, maintenance, etc.).

TAB 4: PRICING SCHEDULE

Pricing schedule shall include all services required under Section II, Scope of Work.

TAB 5: TRADE SECRETS OR PROPRIETARY INFORMATION

Offerors are to provide information on the data or other materials sought to be protected and state the reasons why protection is necessary or falls within the exceptions of the Virginia Freedom of Information Act.

The Offeror should provide their most recently filed income statement and balance sheet from the most recent annual reporting period. Note: MCPS will treat any financial information provided in the Proposal as proprietary and confidential, and it will not be subject to public disclosure. Therefore, MCPS will not execute any Offeror-provided non-disclosure agreements related to such documents.

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

TAB 6: EXCEPTIONS TO MCPS TERMS AND CONDITIONS

Offeror shall state exceptions to any provision of the Contract Documents Offerors in accordance with Section V.A. Any items not stated in this section, shall not be considered during the negotiation phase of Proposal Evaluations.

V. EVALUATION PROCESS AND METHOD OF AWARD

A. PROPOSAL EVALUATION PROCESS AND METHOD OF CONTRACT AWARD

A Selection Advisory Committee (SAC) will review and evaluate all responsive Proposals received by the Procurement Office. The SAC will rely only on the information contained in the Proposals submitted in selecting Offerors deemed to be fully qualified and best suited among those submitting Proposals. Therefore, Offerors must emphasize specific information considered pertinent to the Work and submit all information requested. The SAC may seek clarification of any aspect of the Proposal from an Offeror during the Initial Evaluation Stage.

The Offeror shall state any exceptions to any provision of the Contract Documents in writing in its Proposal as a part of Tab 6, identifying with specificity the provision to which exception is taken, the exception, the rationale for the exception, and the proposed alternative provision. The SAC may, but is not required to, negotiate as it deems necessary any exceptions so submitted, but no negotiations shall occur prior to the Negotiations Stage as defined below. An Offeror shall be deemed to have waived all objections to, and accepted, all provisions of the Contract Documents to which no exception is included in its submitted Proposal and in such event no exceptions shall be considered during the Negotiation Phase. Provided, however, if MCPS makes a material change to the RFP after the Proposal Due Date which if it had been made prior to the Proposal Due Date would have resulted in the Offeror including an exception in its submitted Proposal, the Offeror may within five (5) days following issuance by MCPS of the material change submit in writing any exception to the material change. Any exception to the material change not submitted to MCPS in writing within such five (5) day period shall be deemed to have been waived and shall not be considered further during the Negotiation Stage or otherwise. Any industry standard documents the Offeror requests to have included in any resulting Contract shall be included in the Offeror's submitted Proposal. Any documents the Offeror asserts is an industry standard documents not provided by the Offeror in its submitted Proposal shall not be considered during the Negotiation Stage or otherwise and shall not be a part of any Contract awarded.

1. After the SAC has completed its Initial Evaluations of the responsive Proposals received by the Procurement Office, when applicable, it will select Offerors to participate in Shortlist Interviews to provide information that will clarify Offerors' Proposals.
2. Upon completion of the Shortlist Interviews, but before making any decisions regarding which Offerors to consider further, the SAC may seek from any Offeror which participated in the Shortlist Interviews clarification of any aspect of the Proposal or of issues which arose during the Shortlist Interview. Selection shall be made of two (2) or more Offerors deemed to be fully qualified and best suited among those submitting Proposals, on the basis of the evaluation criteria stated in the RFP.
3. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. During the Negotiation Stage, individual members of the SAC may engage in discussions with any Offeror to gather information to assist the SAC in making its final determination regarding award of the Contract. Such individual information and discussions shall be shared with the entirety of the SAC.
4. After negotiations have been conducted with each Offeror so selected, MCPS shall select the Offeror which, in its opinion, has made the best Proposal and provides the best value, based on the evaluation criteria advertised in the RFP, and shall award the Contract to that Offeror. When the terms and conditions of multiple awards are so provided in the RFP, awards may be made to more than one Offeror. Should MCPS determine in writing and in its sole discretion that only

one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a Contract may be negotiated and awarded to that Offeror.

5. If at any time it is discovered that an Offeror's Proposal does not satisfy any mandatory requirement of this RFP or that the Offeror has misstated its minimum qualifications or experience, even if the Proposal initially appeared to satisfy such mandatory requirement or requirements or qualifications or experience, the Proposal may be deemed to be nonresponsive and if deemed nonresponsive shall not be considered further.

B. Proposal Evaluation Criteria

The evaluation process involves three (3) stages. The first stage is the Initial Evaluation of all responsive Proposals submitted by responsible Offerors ("Initial Evaluation Stage"). The second stage is the evaluation of those Offerors selected for interviews ("Shortlist Interviews Stage"). The third stage is negotiations with those Offerors selected for negotiations ("Negotiations Stage"). The Evaluation Criteria set forth below will be used for purposes of scoring Proposals at each stage of the evaluation process. Scores from the Initial Evaluations will determine the Offerors to be selected for Shortlist Interviews, if Shortlist Interviews are conducted. When Shortlist Interviews are conducted, Offerors interviewed will be rescored based on the Shortlist Interviews Evaluation Criteria identified herein. Only scores resulting from the Shortlist Interviews Evaluation Criteria will determine the ranking of Proposals whereby MCPS will enter into negotiations as described in Section A above. Only scores resulting from the Negotiations Stage will determine the ranking of Offerors for purposes of Contract award. Although there may be overlap between the Initial Evaluation Criteria, the Shortlist Interview Evaluation Criteria, and the Negotiations Stage Evaluation Criteria, each stage of the evaluation process is intended to be a separate score and only that score will be used to determine the consequence of that evaluation stage. The Shortlist Interviews Evaluations and the Negotiations Stage Evaluations are, however, the result of cumulative impressions from all preceding stages.

Initial Evaluation Criteria:

	Initial Evaluation Criteria	Weight
1	Offeror's qualifications, E-Rate program and K-12 experience (<i>Tab 2 – Form Background/Executive Summary</i>)	30%
2	Offeror's methodology and approach for delivery of the goods and/or services and the compatibility and level of support offered therewith (<i>Tab 3 – Project Understanding</i>)	25%
3	Price for E-Rate eligible goods and/or services (<i>Attachment C</i>)	35%
4	Price for E-Rate ineligible goods and/or services (<i>Attachment C</i>)	10%
	Total	100%

If Shortlist Interviews are conducted, Offerors selected will be asked to provide information that serves to clarify the Offeror's Proposal. The Shortlist Interviews may include a presentation, a product/service demonstration, and a question-and-answer session. Offerors selected for Shortlist Interviews will be evaluated in accordance with the evaluation criteria listed below:

Shortlist Interviews Evaluation Criteria:

	Shortlist Interview Evaluation Criteria	Weight
1	Qualifications and experience of Offeror's staff/team proposed for the contract	30%
2	Thoroughness of presentation / demonstration in addressing the points of clarification identified by MCPS	25%
3	Overall preparedness of the Offeror and ability to effectively communicate the information to the audience and demonstrate the proposed training and instruction services aligns to the MCPS requirements	10%
4	Price for E-Rate eligible and ineligible goods and/or services (Attachment C)	35%
	Total	100%

References will only be contacted for Offerors selected for Shortlist Interviews. Information supplied by references on capabilities and past performance of an Offeror will be used in the scoring the Shortlist Interviews Evaluation Criteria.

Negotiations Stage Evaluation Criteria:

The Negotiations Stage is for the purpose of further clarification of the selected Offerors' understanding of the performance requirements, its intended approaches to performance, and related information, and for negotiating with each selected Offeror the terms of any Contract award. The following Negotiation Stage Evaluation Criteria will be used in reviewing and evaluating the Proposals and the results of the negotiations for ranking Offerors for purposes of Contract award. Only scores resulting from the Negotiation Stage Evaluation Criteria will determine the ranking of Proposals whereby MCPS will determine to which Offeror to award the Contract.

During the Negotiations Stage, an Offeror's flexibility and cooperativeness will be evaluated, and an Offeror's participation during this Stage will be assigned a value up to 20% of the total score that it can receive in this final Stage. Those Offerors who do not submit any exceptions to either the Contract requirements and/or its terms and conditions will inherently be assigned the maximum value of 20% for the Negotiations Evaluation Criteria of flexibility and cooperativeness.

	Negotiations Evaluation Criteria	Weight
1	The ability of the proposed services to align with and match the Scope of Work.	30%
2	Demonstrated understanding of the Scope of Work for this Contract.	25%
3	Flexibility and cooperativeness in negotiating Contract requirements, terms and conditions	10%
4	Price for E-Rate eligible and ineligible goods and/or services (Attachment C)	35%
	Total	100%

VI. MCPS CONTRACT TERMS AND CONDITIONS

MCPS will contract with the successful Offeror ("Contractor"), that contract will contain the following contract terms, and conditions, with incomplete information to be added based upon the final negotiations between MCPS and the successful Offeror. Offerors who propose to use additional or modified language **must** include such language or modifications with their Proposal. Any modifications or requested changes not stated in the Proposal will not be considered. **Non-negotiable, mandatory provisions required by the Code of Virginia or Manassas City School Board regulations are indicated by an asterisk ("*").** The final agreement is subject to review by an MCPS Attorney prior to being submitted to the successful Offeror for signature.

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 within a Contract Document at the same level of precedence, that provision requiring the higher quality of performance or quantity shall prevail. In the event of a conflict which is not resolved by the foregoing, the Owner (MCPS) shall determine the provision having precedence.

1. Agreement #27FY23 and all modifications properly incorporated into the Agreement
2. Attachment A – Scope of Work
3. Attachment B – Pricing Schedule
4. Attachment C – Contract Terms and Conditions
5. Attachment D – Federal Terms and Conditions for Non-Federal Entity
6. Attachment E – Certificate of Insurance
7. Attachment F – Negotiated Items List
8. Attachment G – 2 CFR §200.216 Compliance Certification

The Following are incorporated by reference:

9. The Request for Proposal (RFP) documents; and
10. The Proposal Response 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 obtain the services of a qualified Contractor to provide and implement the Work, as fully described in Attachment A. The Contract Documents set forth the minimum work estimated by MCPS and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work. The Contractor shall be responsible for providing the Work.

B. 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.

C. **AUTHORITY**

The Chief Procurement Officer has been delegated authority for issuance of Invitations for 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 void, and MCPS shall not be bound thereby.

D. **PERIOD OF CONTRACT AND RENEWALS**

Time is of the essence. The period of this contract shall commence on the date the Chief Procurement Officer or Superintendent fully executes the Contract and shall terminate on June 30, 2026 ("Initial Contract Term"). This Contract may be renewed for a period of seven (7) additional one-year periods ("Renewal Contract Term"), at the sole discretion of MCPS, at any time prior to thirty (30) days following the expiration of the Contract Term, and such Renewal Contract Term shall be effective immediately upon the expiration of the latest Renewal Contract Term. MCPS shall have this right of renewal for up to, but not more, than seven (7) Renewal Contract Terms, making a maximum of eight (8) Contract Terms.

E. **CONTRACT PRICE ADJUSTMENT**

Pricing changes after the Initial Contract Term shall be reviewed by the Chief Procurement Officer upon receipt of a written request from 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.

F. **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 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. The firm fixed price(s) shall not be subject to change during the Contract Term.

G. **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. Payment with MCPS VISA P-Card is the preferred method of payment and decreases the length of time for normal check processing.

H. 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. No modifications to the Work can be made which will result in an increase of the original contract price by a cumulative amount of more than \$50,000 or 25%, whichever is greater, without advance written approval of the School Board.

If the Contractor believes that any particular work is not within the scope of the Work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Manager after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Manager. The Contractor's notice must provide to the Project Manager the amount of additional compensation claimed, together with the basis thereof and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a Proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by MCPS and the Contractor and an MCPS Purchase Order is issued covering the cost of the services to be provided under the amendment.

I. 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.

J. 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.

K. 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 Offeror, supplier, manufacturer or subcontractor in connection with their Proposal, 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.

L. 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 on 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.

M. 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 awarded pursuant to this RFP 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.

N. ANTI-DISCRIMINATION*

By submitting a Proposal 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 N.a and N.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.

O. NON-DISCRIMINATION AGAINST FAITH-BASED ORGANIZATIONS*

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 spent 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.

P. 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.

Q. REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL AND SUBCONTRACTORS

The key personnel and subcontractors submitted by the Contractor in this Proposal 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 least 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.

R. 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 employ persons reasonably proficient in the Work assigned.

S. 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.

T. 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.

U. 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.

V. 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.

W. 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.

X. 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.

Y. 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.

Z. 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 courts 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.

AA. 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.

BB. 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.

CC. ASSIGNMENT OF CONTRACT

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

DD. 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, non 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, relieves 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.

EE. 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 Proposal (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.

FF. 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).

GG. HIPAA COMPLIANCE (Intentionally deleted)

HH. 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.

II. 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.

JJ. 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.

KK. 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 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.

LL. 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 effected 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.

MM. 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.

NN. EXHAUSTION OF ADMINISTRATIVE REMEDIES

No potential Bidder, Offeror 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.

OO. 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:

To be completed upon contract execution

MCPS:

Bobby Barrett
MCPS Program Manager
Manassas City Public Schools
8700 Centreville Rd
PO Box 520
Manassas, Virginia 20108
itdirector@mcpsva.org

AND:

Joshua Makely, CPPB
Chief Procurement Officer
Manassas City Public Schools

PP. 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 under all coverages except Worker's Compensation and Automobile Liability.

Required Coverages:

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	\$2,000,0000

2. Subcontractor's Commercial General Liability Insurance:

If applicable, 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 amounts satisfactory to the contract.

Type of Insurance	Limit per Occurrence	Aggregate Limit
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Subcontractors Commercial General Liability	\$1,000,000	\$2,000,0000
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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
Employer's Liability	\$100,000	\$100,000

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

QQ. 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.

RR. 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.

SS. 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.

TT. 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.

UU. 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 A

CONFLICT OF INTEREST STATEMENT

VIRGINIA CONFLICTS OF INTEREST AND VPPA COMPLIANCE:

This PROPOSAL 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).

The Vendor (___) is or (___) is not aware of any information bearing on the existence of any potential conflicts of interest or violation of ethics in public contracting provisions of the VPPA, Virginia Code §§ 2.2-4367 through 2.2-4377. If the Vendor checks the "is" blank, the Vendor shall provide details in a separate document and attach to their PROPOSAL.

List names and addresses of any persons having an ownership interest of 3% or more in the above named business entity who are either related to or are an officer, employee, or appointee of the City of Manassas School Board or its governing body: Attach more sheets if necessary. If none, state "NONE"

NAME	ADDRESS

COLLUSION AFFIDAVIT

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal 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.

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 RFP and certify that I am authorized to sign for the Offeror.

Firm: _____

Authorized Signature: _____

Printed Name & Title: _____

Date: _____

ATTACHMENT B**INSURANCE CHECKLIST**

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

COVERAGES REQUIRED			LIMITS (FIGURES DENOTE MINIMUMS)
X	1	Workers' Compensation	Statutory limits of Virginia (if applicable)
X	2	Employer's Liability	\$1,000,000 accident; \$1,000,000 each employee disease; \$1,000,000 policy aggregate – disease
X	3	Commercial General Liability (CGL)	\$3,000/\$100,000 CSL BI/PD each occurrence; \$1,000,000 annual aggregate
	4	Premises/Operations	\$500,000 CSL BI/PD each occurrence; \$1,000,000 annual aggregate
X	5	Automobile Liability	\$1,000,000 per person/\$1,000,000 per accident; uninsured motorist
	6	Owned/Hire/Non-Owned Vehicles	\$1,000,000 BI/PD each accident; uninsured motorist
	7	Independent Contractors	\$500,000 CSL BI/PD each occurrence, \$1,000,000 annual aggregate
	8	Products Liability	\$500,000 CSL each occurrence, \$1,000,000 annual aggregate
	9	Completed Operations	\$500,000 CSL BI/PD each occurrence, \$1,000,000 annual aggregate
	10	Contractual Liability (Must be shown on Certificate)	\$500,000 CSL BI/PD each occurrence
	11	Personal and Advertising Injury Liability	\$1,000,000 each offence; \$1,000,000 annual aggregate
X	12	Umbrella Liability	\$1,000,000 Bodily Injury, Property Damage and Personal Injury
	13	Per Project Aggregate	\$1,000,000 per occurrence/claim
	14	Professional Liability	\$1,000,000 per claim; \$2,000,000 annual aggregate on a claims-made basis
	15	Miscellaneous E&O	\$1,000,000 per occurrence/claim
	16	Garage Liability	\$1,000,000 Bodily Injury, Property Damage per occurrence
	17	Garage Keepers Liability	\$500,000 Comprehensive; \$500,000 Collision
	18	Moving and Rigging Floater	Endorsement to CGL
	19	Dishonesty Bond	\$
	20	Builder's Risk	Provide Coverage in the full amount of Contract
	21	Cyber Liability Insurance	\$500,000 CSL each occurrence/\$1,000,000 annual aggregate
X	22	Carrier Rating shall be Best's Rating of B or better or its equivalent	
X	23	Notice of Cancellation, non-renewal or material change in coverage shall be provided to MCPS at least 45 days prior to action	
X	24	MCPS shall be listed as Additional Insured on all policies except Worker's Compensation, Professional Liability and/or Automobile Liability	
X	25	COI must show Solicitation Number and Title	

Insurance Agent's Statement:

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

Agency Name: _____ Authorized Signature: _____

Offeror's Statement:

If awarded the Contract, I will comply with Contract Insurance Requirements.

Offeror Name: _____ Authorized Signature: _____

ATTACHMENT C

PRICING SCHEDULE

Pricing entered is for all supervision, labor, tools and travel required to provide the Work at all MCPS buildings and are not subject to change for the Initial Contract Term. Price increases for Renewal Contract Terms will be allowed in accordance with the Agreement.

For each Proposal received, and for each criterion listed in the Instructions to Offerors, MCPS will assign a number of evaluation points reflecting, in their sole opinion, the degree by which the Proposal satisfies each criterion. A sum of the resulting evaluation points will identify the Proposal(s) which represents the best value.

The Offeror will identify the monthly recurring costs (MRC) and one-time costs (OTC) for each of the identified bandwidth speeds below. Such costs must be separated into E-Rate eligible and ineligible categories. Offerors must complete Table 1 in its entirety. The costs provided in Table 1 will be used for Proposal scoring purposes (*Reference Section V – Evaluation Process and Method of Award*). The Offeror may also optionally identify costs associated with bandwidth speeds other than those listed.

Table 1

	Monthly Recurring Costs		One-Time Costs	
Bandwidth	E-Rate Eligible	E-Rate Ineligible	E-Rate Eligible	E-Rate Ineligible
5 Gbps				
10 Gbps				
20 Gbps				

Table 2

	Monthly Recurring Costs		One-Time Costs	
Bandwidth	E-Rate Eligible	E-Rate Ineligible	E-Rate Eligible	E-Rate Ineligible
1 Gbps				
2 Gbps				
30 Gbps				
40 Gbps				
50 Gbps				
60 Gbps				
70 Gbps				
80 Gbps				
90 Gbps				
100 Gbps				
Other Speed(s)				

Other Charges – provide descriptions and explanations, e.g. Administrative fees, IP address ranges, etc.:

Non-E-Rate Eligible Ad-Hoc Services

Offerors are encouraged but not required to provide unit pricing for the as many of the ad-hoc services below it can provide as part its Proposal Ad-hoc services are generally related to the Scope of Services. The pricing provided for ad-hoc services is not included in the evaluation of the Proposal but would be subject to negotiation should an Offeror's Proposal be selected for negotiations. Ad-hoc services may or may not be requested by MCPS during the Contract, and would be requested on an as-needed basis only. No minimum amount of work is guaranteed for any ad-hoc services listed here.

Ad-Hoc Service	Unit Price
SIP (Session Initiated Protocol)	
Long Distance	
Hosted PBX	
Private & Public Cloud	
Data Security (i.e. DDOS protection, Managed firewall)	

ATTACHMENT D

FEDERAL GRANT TERMS AND CONDITIONS

APPENDIX II TO 2 CFR Part 200

The following provisions are required and apply when Federal grant funds are expended by MCPS for any contract resulting from this procurement Process.

- A. **Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when federal funds are expended by MCPS, MCPS reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? Yes _____ Initials of Authorized Representative of Vendor

- B. **Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when federal funds are expended by MCPS, MCPS reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. MCPS also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if MCPS believes, in its sole discretion that it is in the best interest of MCPS to do so. The vendor will be compensated for work performed and accepted and goods accepted by MCPS as of the termination date if the contract is terminated for convenience of MCPS. Any award under this procurement process is not exclusive and MCPS reserves the right to purchase goods and services from other vendors when it is in the best interest of MCPS.

- C. **Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federal assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1964 Comp., p.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor".**

Pursuant to Federal Rule (c) above, when federal funds are expended by MCPS on any federally assisted construction contract, the equal employment opportunity clause is incorporated by reference herein.

Does vendor agree? Yes _____ Initials of Authorized Representative of Vendor

- D. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (26 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contracts must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptances of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C.**

3145), as supplemented by Department of Labor regulations (29 CFR Part 3), “Contractors and Subcontractors on Public Building or Public Works Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by MCPS, during the term of an award for all contracts and sub-grants for construction or repair, the vendor will be compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? Yes _____ Initials of Authorized Representative of Vendor

- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provided that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.**

Pursuant to Federal Rule (E) above, when federal funds are expended by MCPS the vendor certifies that during the term of an award for all contracts by MCPS resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? Yes _____ Initials of Authorized Representative of Vendor

- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “Funding Agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work under that “Funding Agreement”, the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements”, and any implementing regulations issued by the awarding agency.**

Pursuant to Federal Rule (F) above, when federal funds are expended by MCPS, the vendor certifies that during the term of an award for all contracts by MCPS resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced above.

Does vendor agree? Yes _____ Initials of Authorized Representative of vendor

- G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).**

Pursuant to Federal Rule (G) above, when federal funds are expended by MCPS, the vendor certifies that during the term of an award for all contracts by MCPS resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced above.

Does vendor agree? Yes_____ Initials of Authorized Representative of vendor

- H. **Debarment and Suspension (Executive Orders 12549 and 12689) – A Contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 125949 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension”. SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, when federal funds are expended by MCPS, the vendor certifies that during the term of an award for all contracts by MCPS resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? Yes_____ Initials of Authorized Representative of vendor

- I. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by HCDE, the vendor certifies that during the term and after the awarded term of an award for all contracts by HCDE resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

(1) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Does vendor agree? Yes_____ Initials of Authorized Representative of vendor

Offeror Name: _____

Authorized Signature _____ Date _____

ATTACHMENT E

BYRD ANTI-LOBBYING CERTIFICATION

31 U.S.C. 1352 et 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 a 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: _____

ATTACHMENT F

2 CFR §200.216 – COMPLIANCE CERTIFICATION

[PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT]

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

1. The Offeror understands and agrees, at all times, to comply with Public Law 115-232, Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, and shall not provide any covered telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or
3. Telecommunications or video surveillance equipment or services produced by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a foreign country.
4. Offeror shall not at any time supply or provide equipment produced by the above-mentioned companies, or subsidiaries or affiliates of such entities.
5. If it is discovered that any federal appropriated funds have been paid for or used in violation of Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, any existing contract will be immediately cancelled or terminated.
6. 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.
7. The undersigned understands and agrees to comply with all requirements and prohibitions stated in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019.

Printed Name of Representative: _____

Signature and Date: _____

Company Name: _____

Address: _____

City/State/Zip: _____