



FAUQUIER COUNTY PUBLIC SCHOOLS

Contract # 26-021-CS-R

Riding Prince William County Public Schools (Contract R-AW-25010-09)

Follett Content Solutions

This Agreement is made and entered into this 17 day of September ~~August 2025~~, by the Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" and **Follett Content Solutions**, having its principal place of business at 1340 Ridgeview Dr., McHenry, IL 60050, hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide Library Books, Serials, and Databases.



COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for performance during the contract term pricing as negotiated and attached.

CONTRACT PERIOD: Date of execution through May 31, 2030 with one (1) optional five-year period to renew, at the mutual agreement of both parties.

The contract documents shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:

- (1) This signed form;
- (2) Fauquier County General Terms & Conditions;
- (3) Prince William County Public Schools IFB R-AW-25010 dated March 21, 2025 inclusive of all attachments and addendums; and
- (4) Prince William County Public Schools Contract R-AW-25010-09 dated July 2, 2025 inclusive of all attachments and documents incorporated by reference all of which are incorporated herein;

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

	Follett Content Solutions  Signed: 7/30/2025		Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia
By:	Sarah Eisenhauer	By:	 (Delegate for KH)
Title:	Director Bid Operations	Title:	Procurement Director
Date:	7/30/2025	Date:	9/17/25

Memorandum for Record

Date: 9/15/2025

Subject: Signature Authority and Delegation for Procurement Transactions 9/17-9/21/2025

During the period of 9/17-9/21/2025, while I am on scheduled leave, Procurement Officer III, Jeffrey Campbell has the authority to sign off for the following:

Purchase orders for purchases made off Fauquier County or Fauquier County Public Schools Contracts, sole sources, or existing rider agreement at any dollar amount;

All sole sources, riders (AATF), and contract renewals at any dollar amount;

All other Purchase Order transactions under \$150,000.

In his absence, I can be reached to sign via PDF in case of emergency for anything that could not wait until Monday, 9/22/2025 or can find the ability to print and sign Contracts that have an urgent signature requirement for over \$150,000 during those dates.



Kristen S. Hylton

Procurement Manager

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 08/05/2021

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County, which is comprised of the Fauquier County Board of Supervisors, a body politic and political subdivision of the Commonwealth of Virginia, and the Constitutional Officers of Fauquier County, Virginia, and the Fauquier County School Board, a body corporate. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County or the Fauquier County School Board, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/Offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. **AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
2. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS:** Unless otherwise specified, if any Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.
4. **MANDATORY USE OF OWNER FORMS AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner forms provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**

Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.

 - a. The official time used in the receipt of bids/proposals is that time stamp within the Bonfire Portal.
 - b. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
 - c. If the Owner closes its offices due to inclement weather or other unforeseen emergency scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
6. **WITHDRAWAL OF BIDS/PROPOSALS:**

A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

 - a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
 - b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/Offeror or of another bidder/Offeror in which the ownership of the withdrawing bidder/Offeror is more than five percent. In the case of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/Offeror that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.
7. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/Offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offeror's are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1

IFB/RFP NUMBER
TITLE
BID/PROPOSAL DUE DATE AND TIME
VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeree takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeree. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date. At the time fixed for the receipt of responses for Request for Proposals, only the names of the Offerors will be read and made available to the public.
12. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidders List.
13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeree.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerees certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in *Code of Virginia* §§ 2.2-4367 through 2.2-4377 (the Virginia Public Procurement Act), as amended from time to time, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerees certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
17. **NO CONTACT POLICY:** No Bidder/Offeree shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeree with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeree from this procurement process.
18. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (*Code of Virginia* § 2.2-3700 *et. seq.*) and § 2.2-4342 of the Virginia Public Procurement Act except as provided below:
 - a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, Offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information and Virginia Public Procurement Acts; however, the bidder, Offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
 - d. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

SPECIFICATIONS

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner

in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

21. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
22. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

The Bidder/Offeree shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/Offeror's as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsive bidder.
25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the Procurement Website at <http://www.fauquiercounty.gov/government/departments-h-z/procurement>
26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeree to perform the work/furnish the item(s) and the Bidder/Offeree shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeree fails to satisfy the Owner that such Bidder/Offeree is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to *Code of Virginia* § 2.2-4324. If no County or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed and construed in all respects by the laws of Virginia, and any litigation with respect thereto shall only be brought in the appropriate General District or Circuit Court of Fauquier County, Virginia. The Contractor shall comply with all applicable federal, state and local laws and regulations.
29. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Owner under said contract. This includes, but is not limited to, overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations that arise under United States' or the Commonwealth's antitrust laws. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for antitrust violations.
30. **INVOICING AND PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
 - a. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
 - b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
 - c. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
 - d. The Owner's fiscal year is July 1 - June 30. Contractors must submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
 - e. Any payment made by the Contractor to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
31. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
 - a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month compounded monthly (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by postage prepaid U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.

32. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
33. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to another remedies which the Owner may have.
34. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offeror's certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act, the Virginia Human Rights Act (*Code of Virginia* § 2.2-3900 *et seq.*) and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1(E)).

In every contract over \$10,000 the provisions in A and B below apply:

- a. During the performance of this contract, the Contractor agrees as follows:
- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- b. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
35. **CHANGES TO THE CONTRACT:** Changes can only be made to the contract in one of the following ways:
- a. The parties may agree in writing to modify the scope of the contract. 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 scope of the contract.
- b. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract 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 comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
- 1) By mutual agreement between the parties in writing; or
 - 2) By agreeing in writing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
 - 3) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.
- c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.
36. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, 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 the Owner as herein provided.
37. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

38. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation 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 cancellation.
- a. **Termination for Convenience:** In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
 - b. **Termination for Cause:** Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default provision of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
 - c. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled without any liability or penalty to Owner.

39. USE OF CONTRACT BY OTHER PUBLIC BODIES: Except as prohibited by the current *Code of Virginia*, all resultant contracts will be extended, with the authorization of the Contractor, to other public bodies of the Commonwealth of Virginia and all currently active members of the Metropolitan-Washington Council of Governments (MWCOG) or, Mid-Atlantic Purchasing Team, to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the “Contracting Agent” for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor’s responsibility to notify the public bodies of the availability of the contract. Fauquier County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.

40. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.
41. **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor. The Contractor shall furnish the Owner with evidence verifying compliance with the services.

Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools “CERTIFICATION OF NO CRIMES AGAINST CHILDREN” form, a copy of which is included in this solicitation.

42. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
43. **ASBESTOS NOTIFICATION:** As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Contractors bear full responsibility to review this material prior to commencing any activity at a school site.
44. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Title 13.1 of the *Code of Virginia*, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract is voidable at the option of Owner.
45. **ADA WEBSITE-RELATED ACCESSIBILITY:** Any Contractor who performs services, designs, develops content, maintains or otherwise bears responsibility for the content and format of Owner’s website(s) or third-party programs accessed through Owner’s website(s), acknowledges receipt of, and responsibility to implement the accessibility standards found in the U.S. Department of Justice publication entitled “Accessibility of State and Local Government Websites to People with Disabilities,” available at www.ada.gov/websites2.htm or, as attached directly to the solicitation. Contractor services as noted, shall conform to § 508 of Title III of the Americans with Disabilities Act (ADA) and the World Wide Web Consortium’s (W3C) Web Content Accessibility Guidelines (WCAG 2.0 AA), most current versions, in addition to the Owner’s web accessibility policy.

DELIVERY PROVISION

46. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor’s name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.
47. **RESPONSIBILITY FOR SUPPLIES TENDERED:** 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 of rejection, 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) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.
49. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
50. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
51. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
52. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- Purchase Order Number,
 - Name of Article and Stock Number,
 - Quantity Ordered,
 - Quantity Shipped,
 - Quantity Back Ordered,
 - The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BIDDER/CONTRACTOR REMEDIES

53. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeree who desires to protest the award or decision to award a contract, by either Fauquier County or the Fauquier County School Board, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the Fauquier County School Board), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeree is not a responsible bidder/Offeree. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/Offeree appeals within ten (10) days of the written decision by instituting legal action as provided in § VIII.H.3 of the County's Procurement Policy. Nothing in this paragraph shall be construed to permit an Offeree to challenge the validity of the terms or conditions of the solicitation.
54. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the Fauquier County School Board) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. 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. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the Fauquier County School Board) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisors (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisors (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in *Code of Virginia* § 2.2-4364. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to *Code of Virginia* § 2.2-4365 has been established for contractual claims under this contract.



NOTE: Prince William County Public Schools (PWCS) conducts all procurement activities in accordance with PWCS purchasing regulations and all federal and state laws as applicable. Proposals and Bids submitted in response to PWCS' solicitations **must** be submitted electronically through Bonfire on or before the date and time stipulated in the solicitation.

R-AW-25010

Library Books, Serials, and Databases

IMPORTANT NOTICE

THIS IS AN ELECTRONIC PROCUREMENT

**SUBMISSIONS WILL ONLY BE ACCEPTED ELECTRONICALLY VIA THE
BONFIRE PORTAL**

(<https://pwcs.bonfirehub.com/portal>)

Prince William County Public Schools (PWCS) uses a procurement portal powered by Bonfire for accepting and evaluating bids. To register, visit <https://pwcs.bonfirehub.com>. Registration is free. Additional assistance is also available by emailing support@gobonfire.com or via the following link, <https://pwcs.bonfirehub.com/portal/support>.

Submitting bids via the Bonfire portal is **mandatory** for solicitations issued by PWCS. PWCS will not accept bids submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (e-mail) in response to solicitations issued by PWCS, unless otherwise stated in the solicitation.

PWCS strongly encourages bidders to submit bids well in advance of the submission deadline. A submission is not considered successful unless all necessary files have been uploaded and the 'Submit & Finalize' step has been completed. Bidders are responsible for the consequences of any failure to plan ahead in the submission of its bid.

Virtual Bid Opening:

<https://us04web.zoom.us/j/76459908842?pwd=sbZmk05EqELXv12oQxxdUplI4vkZtG.1>

All questions pertaining to this solicitation must be submitted through the Bonfire portal by the deadline indicated in the solicitation. If you are unable to submit your question via Bonfire, submit them to the PWCS Buyer, Amie Wensel at wenselal@pwcs.edu and purchasing@pwcs.edu.

INVITATION FOR BID

ISSUE DATE: March 21, 2025

IFB #: R-AW-25010

TITLE: Library Books, Serials, and Databases

BIDS MUST BE SUBMITTED ELECTRONICALLY VIA THE BONFIRE PORTAL: Bids shall be submitted electronically via the Bonfire portal, <https://pwcs.bonfirehub.com/portal>. PWCS will not accept Bids submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (e-mail). A submission is not considered successful unless all necessary files have been uploaded and the 'Submit & Finalize' step has been completed. Bids must be received **no later than 11a.m. E.T. April 11, 2025**. Bidders are responsible for ensuring that the PWCS Purchasing Office receives their bid submission by the deadline date and time indicated. **Bids received after the stated due date and time shall not be considered.**

A Pre-Bid Conference will NOT be held for this procurement. A Public Bid Opening will be held on April 11, 2025 at 11:15 a.m. E.T. via Zoom. The link for the Public Bid Opening is as follows:

<https://us04web.zoom.us/j/76459908842?pwd=sbZmk0SEqELXv12oQxxdUplI4vkZtG.1>

Meeting ID 764 5990 8842

Passcode: Jf0kh3

Dial in by Phone: +1 301 715 8592 US (Washington DC)

All questions pertaining to this solicitation must be submitted through the Bonfire Portal no later than 11:00 a.m. E.T., on March 28, 2025. If you are unable to submit your question via Bonfire, submit them to the PWCS Buyer, Amie Wensel at wenselal@pwcs.edu and purchasing@pwcs.edu. After reviewing any questions/requests submitted, the PWCS Purchasing Office may issue an addendum to respond to items it deems necessary. Changes to this IFB will be made only by written addendum issued by the PWCS Purchasing Office. Any Addenda will be posted to the Bonfire Portal at <https://pwcs.bonfirehub.com/portal> and the eVA Website at <https://mvendor.cgieva.com/Vendor/public/AllOpportunities.jsp>. **It is the responsibility of the Bidder to visit the Bonfire Portal or the eVA website for addendum postings.**

BIDDER ACKNOWLEDGEMENT:

Addendum No. _____ Date: _____ Initial _____ Addendum No. _____ Date: _____ Initial _____

Addendum No. _____ Date: _____ Initial _____ Addendum No. _____ Date: _____ Initial _____

PWCS does not discriminate against faith-based organizations in accordance with the Code of Virginia, Section §2.2-4343.1 or against any Bidder or 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 Compliance with this Invitation For Bid and to all the conditions imposed herein, The undersigned offers and agrees to provide the goods/services at the prices indicated in the goods/services at the prices indicated in the pricing schedule.

Name And Address of Firm:

Date: _____

By: _____

Signature

Print/Type

Title

E-Mail Address: _____

Telephone: _____

In order for your bid to be declared responsive, the following bid submittals must be included in your bid package:

Bid Submittals:

- ☐ Signed IFB Cover Page (Page 2-3)
- ☐ State Corporation Commission Form (Attachment A)
- ☐ Fully Completed Pricing Schedule (Attachment B)
- ☐ Contractor Data Sheet (Attachment C)
- ☐ Certificate of Compliance (Attachment D)
- ☐ Vendor Information Form (Attachment E)
- ☐ Federal Terms and Conditions (Attachment F)
- ☐ Data Privacy Agreement (Attachment I)
- ☐ Application Service Provider Security Standards (ASP), referenced in section 8.1, must be completed and submitted by the bid closing date.

TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE NO.</u>
PURPOSE	6
BACKGROUND	6
PERIOD OF CONTRACT AND RENEWAL	6
PRICES AND PRICE ADJUSTMENTS	6
CONTRACT ADMINISTRATOR/TECHNICAL POINT OF CONTACT	7
SCOPE OF CONTRACT	8
MINIMUM SPECIFICATIONS/REQUIREMENT	9
SPECIAL TERMS AND CONDITIONS	16
➤ ACCEPTANCE OF BIDS/OFFERS BINDING 120 DAYS	16
➤ APPLICATION SERVICE PROVIDER (ASP) SECURITY STANDARDS	16
➤ AUDIT	17
➤ AUTHORITY TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA	17
➤ AUTHORIZED USER SALES REPORTS	17
➤ AVAILABILITY OF FUNDS	17
➤ AWARD OF CONTRACT	17
➤ BID PRICES	18
➤ BID SOLICITATION RESULTS	18
➤ CATALOGS AND PRICE LISTS	18
➤ CERTIFICATE OF COMPLIANCE	19
➤ CONTRACT ADMINISTRATION	19
➤ EXTRA CHARGES NOT ALLOWED	19
➤ INSURANCE	19
➤ METHOD OF ORDERING	20
➤ PACKING SLIPS	21
➤ PRODUCT SUBSTITUTIONS	21
➤ SOFTWARE UPGRADES	21
➤ TERMS OF SERVICES (TOS)	21
➤ TITLE TO SOFTWARE	21
➤ WARRANTY AGAINST SHUT DEVICES	21
➤ WARRANTY	21
ATTACHMENTS:	
STATE CORPORATION COMMISSION FORM	ATTACHMENT A
PRICING SCHEDULE	ATTACHMENT B
CONTRACTOR DATA SHEET	ATTACHMENT C
CERTIFICATE OF COMPLIANCE	ATTACHMENT D

VENDOR INFORMATION FORM.....ATTACHMENT E

FEDERAL TERMS AND CONDITIONSATTACHMENT F

PWCS GENERAL TERMS AND CONDITIONS.....ATTACHMENT G

PWCS SCHOOL DIRECTORY.....ATTACHMENT H

DATA PRIVACY AGREEMENT.....ATTACHMENT I

1. **PURPOSE:** The purpose and intent of this Invitation for Bid is to establish a firm fixed percentage discount off the vendor's catalog term contract with qualified sources that meet the requirements for the procurement of library books, serials, and databases for all current and future Prince William County Schools (PWCS). This will be in accordance with the specifications, terms, and conditions stated herein. This solicitation is for multiple awards, and contracts resulting from this solicitation will cover the items listed in each of the lots specified in Section 6, Scope of Contract, on an as-needed basis. Contractors should familiarize themselves with the requirements contained in this solicitation, including all attachments. This solicitation outlines the terms and conditions and all applicable information required for submitting a bid. Bidders should pay strict attention to the bid submission date and time to avoid disqualification. Bidders are strongly encouraged to read the language of this solicitation thoroughly and follow the instructions precisely.
2. **BACKGROUND:** Prince William County Public Schools (PWCS) is located approximately 35 miles southwest of Washington, D.C., and about 85 miles north of Richmond, Virginia. The county spans 348 square miles, stretching from the Potomac River to the Bull Run Mountains.

As of September 30, 2024, PWCS had an enrollment of 90,709 students from PK-12, making it the second-largest school division in the Commonwealth of Virginia. The school system currently operates 62 elementary schools, 17 middle schools, 13 high schools, three combined schools (two serving grades 1–8 and one serving Kindergarten–8), and three other educational institutions.

PWCS has 159 countries and 174 languages represented. PWCS is committed to providing all students and staff with access to resources, opportunities, supports and interventions, to ensure that they maximize their abilities and potential.

3. **PERIOD OF CONTRACT AND RENEWAL:**

- 3.1. The initial term of this contract shall be from the date of award to **May 31, 2030**, with the option to renew for one (1) additional five-year period, upon mutual written consent of the parties to the contract. Proposed discounts shall remain firm for the initial 365 days of the contract.

4. **PRICES AND PRICE ADJUSTMENTS:**

- 4.1. Price increase requests can be made annually after the initial 365 days of the contract and are due to PWCS by March 1. Price increases shall not exceed the percentage increase/decrease in the Consumer Price Index, Table 1 (<https://www.bls.gov/news.release/cpi.t01.htm>), Urban Consumers (CPI-U), U. S. City Average, **Educational Books and Supplies** Unadjusted, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract period prior to the proposed contract period. Documentation for pricing increases above the CPI-U cap must be provided as follows:
- 4.2. For items, documentation supporting the increased costs must be provided by the manufacturer on their letterhead.
- 4.3. For services, the Contractor must provide documentation of the circumstances causing the increased costs, including substantial proof supporting the claims made, to warrant any price increases.

- 4.4. After reviewing the documentation provided, the Supervisor of Procurement, may accept the increased costs or refuse them if they are considered to be excessive.
- 4.5. If the Supervisor of Procurement does not accept the increased costs and PWCS originally awarded multiple contracts for these items/services, PWCS reserves the right to obtain prices for the affected items/services from the other vendors who were awarded a contract 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.
- 4.6. Alternatively, at its own discretion, PWCS may revise the contract requirements and issue a new solicitation.
- 4.7. At the time of the contract renewal or requested price increase, if costs to Prince William County Schools (PWCS) are restricted by the current percentage increase/decrease of the CPI-U for the latest twelve months, any unusual circumstances that could not have been foreseen by Contractor occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, the Contractor may request adjustments to the costs to PWCS beyond the current CPI-U cap to reflect the circumstances. *The circumstances must be beyond the control of the Contractor and fully documented.* The request must be received by March 1st and shall become effective only upon approval by the Supervisor of Purchasing. The increased contract unit price shall not apply to orders received by the Contractor prior to the effective date of the approved increased contract unit price. Orders placed via PWCS Purchase Order (PD/DO), shall be considered to have been received by the Contractor after the fifth (5th) calendar day following the date of issuance. The Supervisor of Purchasing may cancel, without liability to either party, any portion of the contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation.
- 4.8. Any new catalog shall have a discount structure consistent with existing catalogs that are comparable in scope. Contractors shall submit their updated catalog to the PWCS Procurement contract administrator for review and written approval prior to issuing to Authorized Users. PWCS reserves the right to request copies of existing contracts or catalogs to ensure that the prices offered are reasonable and commensurate with similar purchasers.
- 4.9. If new catalogs are to be added, the Contractor must demonstrate that the catalogs meet the scope as defined in Section 6., Scope of Contract, and that catalogs will be delivered at a reasonable price as determined by PWCS.
5. **CONTRACT ADMINISTRATOR/TECHNICAL POINT OF CONTACT:** The following employees of PWCS are identified to use all powers under the contract to enforce its faithful performance:
 - 5.1. CONTRACT ADMINISTRATOR: As the Contract Administrator, the following individual, or her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

Amie Wensel, Buyer, 703-791-8596, wenselal@pwcs.edu
 - 5.2. TECHNICAL POINT OF CONTACT (TPOC): The following individual or her designee shall work directly with the Contractor in scheduling and coordinating work, answering questions in

connection with the scope of work, and providing general direction under the resulting contract:

Ms. Diane Stinson, Supervisor of Library Media Programs and Research, 703.791.7446

6. **SCOPE OF CONTRACT:** The purpose of this solicitation is to establish a firm, fixed percentage discount off the vendor's catalog term contract for library books, serials, and databases, to be utilized on an "as needed" basis. For the purpose of this solicitation serials are defined as: Publication in any medium issued under the same title in a succession of discrete parts, usually numbered (or dated) and appearing at regular or irregular intervals with no predetermined conclusion. Serials may be purchased individually, in combination with other titles, or as large collections of titles (particularly when purchased electronically). And databases are defined as: A large, regularly updated file of digitized information (bibliographic records, abstracts, full-text documents, directory entries, images, statistics, etc.) related to a specific subject or field, consisting of records of uniform format organized for ease and speed of search and retrieval and managed with the aid of Database management system (DBMS) software. Content is created by the Database producer who leases the content to one or more Database vendors that provide electronic access to the data after it has been converted to machine-readable form, using proprietary search software. The resulting contract(s) will be in accordance with the specifications, terms and conditions stated herein. Bidders may Bid on one or more Lots. To bundle Products from Lots 1 and 2, Bidders must Bid on both Lots. Bidder should refer to Section 8.4, Award of Contract, for additional information regarding the submission of pricing and how it will be evaluated. If the Bidder offers bundled pricing, the percent discount for the bundled catalogs must be greater than the percent discount offered for the individual catalogs. This Solicitation contains a total of three (3) Lots:

Lot 1: Printed Publications and Non-Print Library Materials

Lot 2: Electronic Publications

Lot 3: Databases

6.1. Lot 1 – Printed Publications and Non-Print Library Materials

- 6.1..1. Books and Non-Periodical Serial Publications, including, but not limited to: domestic and foreign Publications; books in print; books out-of-print; pre-bound books; Braille books; Large print books; rare books; legal books and materials; business/economics/finance books; social science/humanities books; science/engineering books; medical books; academic books; encyclopedias. Print materials may be purchased via blanket order or standing order. Printed Publications may be bundled with Electronic Publications if the Contractor has been awarded both Lots 1 and 2.
- 6.1..2. Print Periodicals, including but not limited to: Newspapers, Magazines, and Journals. Print materials may be bundled with electronic materials if the Contractor has been awarded both Lots 1 and 2.
- 6.1..3. Non-Print Library Materials, including but not limited to: abridged and unabridged audiobooks.

- 6.1.4. Related Optional Products and Services, including books processed with security strips included for both checkpoint and 3M security systems; security tape; and RFID.

6.2. Lot 2 – Electronic Publications

- 6.2.1. Electronic Periodicals, including, but not limited to: Newspapers; Magazines; Journals; and Journal packages. Electronic materials may be bundled with print materials if the Contractor has been awarded both Lots 1 and 2.
- 6.2.2. eBooks, including, but not limited to: subscription-based and perpetual access purchases. eBooks may be purchased via blanket order or standing order. Electronic Publications may be bundled with Printed Publications if the Contractor has been awarded both Lots 1 and 2.

6.3. Lot 3 – Databases

- 6.3.1. Databases and Subscription Online Resources, including, but not limited to: Full Text Databases; abstracting & indexing Databases; numeric Databases; general interest Databases; Subject Specific Databases and online resources; Database files; eBook databases; streaming audio and video Databases; and subscription online resources offering library subscriptions.
- 6.3.2. Related Optional Products and Services, including supplementary value-added services, such as: hosting fees, Database Customization, or Machine-Readable Cataloging (MARC) records and updates, thin common cartridges.

7. MINIMUM SPECIFICATIONS/REQUIREMENTS:

- 7.1. The Contractor(s) shall provide all necessary labor, tools, materials, equipment and resources as may be required to provide Books, Serials, and Databases to all current and future schools in accordance with the minimum specifications, general, and special terms and conditions specified herein.
- 7.2. PWCS requires prospective partners to provide integrations that meet industry standards, including:
- Single Sign-On (SSO)
 - Classlink (SSO) - integration required immediately upon award
 - Learning Tools Interoperability ([LTI 1.3 Advantage](#)).
- 7.3. PWCS requests integration with our core learning systems, including:
- Thin Common Cartridge ([TCC 1.3](#)), and
 - SAFARI Montage (TCC 1.3 and LTI 1.3 Advantage) - integration preferred within the first year of award
- 7.4. Application Service Provider Security Standards (ASP): The ASP is a requirement of the Prince William County Public Schools (PWCS) Department of Information Technology. PWCS' IT Department must pre-approve all digital data, SaaS, and software applications, prior to usage, including those that obtain staff and/ or student data or require staff/

student logins. The ASP defines the information security criteria that an Application Service Provider must meet in order to be considered for approval for use by PWCS. The vendor must demonstrate compliance with the PWCS Standards by submitting information per the ASP link, <https://forms.office.com/r/109bvE08gB>, by the bid closing date.

7.5. Lot 1 - Printed Publications and Non-Print Library Materials Performance Requirements

- 7.5..1. The Contractor(s) shall supply the latest edition published, unless otherwise indicated on the purchase order.
- 7.5..2. The Contractor shall provide full enhanced Microlif MARC record formats for PWCS Library Management System, as agreed upon by the purchase order originator, at no additional cost. Each record must include as a minimum the following for every title:

Field/Tag

010	Library of Congress Control Number
020	International Standard Book Number
041	Translations
082 0	LC assigned Dewey Decimal Classification
100 1 a	Main entry-personal name
240	Bilingual
245 1 0	Title Statement (Note: 245 a Bilingual titles should reflect the title in the foreign language first using = 245 b should reflect the title in English. Example: 245a Title in foreign language = 245b Title in English / 245c Author: illustrator; language translation by
250	Edition
260 0	Imprint Statement: Place, Name, and Date of Publication
300	Physical Description
490	Series Statement to include number in series of volume number
505	Content Note (to include chapter titles)
510	Reviews
520	Annotation/Summary/Note
546	Language

650 7	Sears Subject Headings (Note: use the Bilingual Books or Bilingual dictionaries as the common subject heading.) Examples: 650 7_a Bilingual books _x English-Spanish 650 7_a Bilingual dictionaries _x English-Spanish
700 1	Personal name—Include translator if applicable
856.4	Elec Location (add Inst id when necessary) Example _u http://ebooks.infobasepublishing.com/View.aspx?ISBN=9781438135021&InstID=1427 _z OPHS Access
900	Local call number (per supplied specs to match spine label)
901	Assigned Bar Code Number
903	List Price
940	Shelf list information: Reading Level, Interest Level, Purchase Order.

7.5.3. The Contractor shall provide complete shelf ready processing for each title and shall meet the following specifications:

7.5.3.1. All records shall be laser printed.

7.5.3.2. Laser printed bar codes with clear protective cover shall be supplied for each book. Bar code label to include school name, title and call number. Barcodes are to be 14 characters, code 39 mod 10 to include material type and location code as specified by PWCS or the purchase order originator.

7.5.3.3. MARC records shall **not** be supplied for any items not shipped.

7.5.4. **PRODUCT DELIVERY:** Delivery must be made as ordered to the address specified on the Purchase Order and in accordance with the terms of the Contract. Delivery shall be made within 30 calendar days after receipt of a Purchase Order by the Contractor, unless otherwise agreed to by the Authorized User and the Contractor. The decision of the Procurement Supervisor as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of a Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Contract Administrator and the Authorized User, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved in writing by the

Authorized User. If compliance with the delivery time schedule is a material term of the Contract, failure to meet such delivery time schedule may be grounds for cancellation of the order or, in the Procurement Supervisor's discretion, the Contract.

7.6. **Lot 2** - Electronic Publication Performance Requirements

7.6..1. Authorized User Access to Electronic Publications

- 7.6..1.1. Access: Access to the Electronic Publications by Authorized Users shall be either via electronic media or the Internet. If access is provided via the Internet, the Contractor shall ensure that the Electronic Publications are highly stable and usable (including average response time of less than 5 seconds, and uptime, except for scheduled maintenance, of 99%), and shall ensure that the Web Server(s) is (are) fully capable of serving Authorized Users. Access shall be controlled by Internet Protocol (IP) addresses, passwords, or other appropriate authentication technology. Contractor must notify Authorized Users at least 48 hours prior to scheduled maintenance that interrupts End User access.
- 7.6..1.2. If the license rights are based on a named user model, an Authorized User will prepare and submit to the Contractor a list of End Users that shall include name, address, and contact information.
- 7.6..1.3. License Scope: The Contractor and PWCS agree that the license for the Electronic Publications shall be governed as set forth below:
- a. Authorized User is granted a non-exclusive, transferable, term license to access and use the Electronic Publications in accordance with this Contract. The license term for the Electronic Publications license shall commence upon the License Effective Date and may survive the expiration of this Contract, with the terms and conditions of this Contract applying throughout the license term.
 - b. It shall be the obligation of the Authorized User to review and comply with the terms and conditions of the Licensing Agreement if one is required by the Publisher to use the Electronic Publication or electronic content to the extent that they do not conflict with the terms of Attachment F, Attachment G, this Solicitation, or any resultant Contract.
 - c. Permitted License Transfers: As Authorized User's business operations may be altered, expanded or diminished, Electronic Publication licenses may be transferred or combined for use at an alternative or consolidated site not originally specified in the license, including transfers between Authorized Users and/or their End Users

("permitted license transfers"). Contractor shall have the discretion to issue new login credentials when a license transfer takes place.

- d. Concurrent Use License: Where licensing of Electronic Publications is based upon "Concurrent Users," Contractor hereby grants license rights to the specified number of Concurrent Users actually executing the licensed programs, without reference to location or named End Users (hereinafter "Concurrent Users").

7.6..2. Contractor's Performance Obligations

- 7.6..2.1. The Contractor will provide and maintain help files and other appropriate user documentation for the Electronic Publications to be accessible to all Authorized Users free of charge.
- 7.6..2.2. The Contractor will offer reasonable levels of continuing support to assist Authorized Users and their End Users in their use of the Products. Contractor will make its personnel available by email, phone or fax during regular Business Days.

7.6..3. Authorized User Performance Obligations

- 7.6..3.1. Authorized Users acknowledge that the copyright and title to the information content and organization of the Electronic Publications are and remain with the Publisher. Authorized User shall use reasonable efforts to inform its End Users and walk-in patrons of any restrictions on the use of the Electronic Publications. Authorized User shall use reasonable efforts to protect the Electronic Publications from any use that is not permitted under this agreement. Authorized Users and/or End Users may make all use of the Electronic Publications as is consistent with the Fair Use Provisions of United States and international copyright laws and the Bidder's/Contractor's terms and conditions for use of its online services, provided they do not conflict with the terms Attachment F, Attachment G, this Solicitation or any resultant Contract. Additionally, the Electronic Publications may be used as follows:

- a. Authorized Users and End Users may display, download, copy and/or print portions of the Electronic Publications for use in research, education, or other non-commercial purposes.
- b. Authorized Users and End Users may use a reasonable portion of the Electronic Publications in the preparation of educational materials.

7.6..4. Electronic Periodicals Performance Requirements. Orders, Renewals, and Cancellations:

- 7.6.4.1. Subscriptions shall begin on the date specified in Contractor's order forms, based on date of submission by Authorized User and Contractor's processing date.
- 7.6.4.2. The Contractor shall notify the Authorized User as soon as possible but no later than thirty (30) calendar days if unable to supply a new order. Contractor shall also provide a reasonable explanation in writing for non-fulfillment.
- 7.6.4.3. The Contractor shall provide address, Publication, merger, and title change services, etc.
- 7.6.4.4. The Contractor shall make arrangements with Publishers for all regularly purchased subscription orders and renewals within sufficient time to avoid any interruption in receipt of issues.
- 7.6.4.5. The Contractor shall cancel subscriptions as requested by the Authorized User and shall issue a credit if allowed by the Publisher.
- 7.6.4.6. The Contractor shall provide pro-rated refunds or substituted titles for titles which cease publication prior to expiration if provided by the Publisher. PWCS TPOC and the contractor reserves the right to resolve any issues that may arise between an Authorized User and the Contractor with regards to refunds or substituted titles.
- 7.6.4.7. The Contractor shall provide a common expiration date for subscriptions (if requested by the Authorized User) unless prohibited by the Publisher.
- 7.6.4.8. The Contractor may enter orders for back files, special issues, supplements, extra volumes, and cumulative indexes, if requested to do so by the Authorized User.
- 7.6.4.9. All orders, renewals, and cancellations between the Contractor and the Authorized User shall be in writing or shall be electronically transmitted.
- 7.6.4.10. In lieu of individual order forms, Contractor shall be able to accept a purchase order to which is appended a list of titles.
- 7.6.5. Specific Restrictions on Use of Electronic Publications
 - 7.6.5.1. Authorized User may not utilize the Electronic Publications for commercial purposes, including but not limited to the sale of the Electronic Publications, fee-for-service use of the Electronic Publications, or bulk reproduction or distribution of the Electronic Publications in any form; nor may Authorized User impose special charges for use of the Electronic Publications beyond reasonable printing or administrative costs.

7.6.6. Contractor Licensing Terms and Conditions

- 7.6.6.1. Bidders are advised to review all terms and conditions carefully, particularly the licensing terms and conditions for Electronic Publications. If Licensing Agreement, shrink-wrap or click wrap agreements are associated with Electronic Publications, it is the responsibility of the potential Bidder/Contractor to offer only those Electronic Publications in electronic format that satisfy the license terms and conditions of the Solicitation. License terms that conflict with the terms of Attachment F, Attachment G, this Solicitation, or any resultant Contract shall not be enforceable.
- 7.6.6.2. Contractor must disclose any forms, “click through”, “shrink wrap” or other pass-through or licensing/subscription terms and conditions or other order information that Contractor will attach to orders or require to be completed with Authorized User purchases, during the IFB process or prior to order. Documents which contain additional terms or conditions, such as library maintenance agreements or Licensing Agreements, must be disclosed to the Authorized User during the IFB process or at the time of order submission and receive pre-approval by the Authorized User prior to ordering Products and services.

7.7. Lot 3 - Database Performance Requirements

7.7.1. System Availability

- 7.7.1.1. Databases shall be functional at least 99% of the time.

7.7.2. Scheduled Maintenance

- 7.7.2.1. Contractor must notify Authorized Users at least 48 hours prior to scheduled maintenance that interrupts End User access to Databases. PWCS requests that scheduled maintenance NOT be performed during normal Business Days.

7.7.3. Contractor's Performance Obligations

- 7.7.3.1. The Contractor will provide and maintain help files and other appropriate user documentation for the Databases to be accessible to all Authorized Users free of charge.
- 7.7.3.2. The Contractor will offer reasonable levels of continuing support to assist Authorized Users and their End Users in their use of the Products. Contractor will make its personnel available by email, phone, or fax during regular Business Days.

7.7.4. Contractor Licensing Terms and Conditions

- 7.7.4.1. Bidders are advised to review all terms and conditions carefully, particularly the licensing terms and conditions. If Licensing Agreement, shrink-wrap or click wrap agreements are associated with Database purchases, it is the responsibility of the potential Bidder/Contractor to offer only those Databases that are within the scope of this Solicitation and that satisfy the terms and conditions of the Solicitation.
- 7.7.4.2. Contractor must disclose any forms, “click through”, “shrink wrap” or other pass-through or licensing/subscription terms and conditions or other order information that Contractor will attach to orders or require to be completed with Authorized User purchases, during the IFB process or prior to order. Documents which contain additional terms or conditions, such as library maintenance agreements or Licensing Agreements, must be disclosed to the Authorized User during the IFB process or at the time of order submission and receive pre-approval by the Authorized User prior to ordering Products and services.
- 7.7.4.3. If Bidders have terms or fees associated with Databases, including, but not limited to, Back File Access or Database Customizations (changes to the function, layout, and/or appearance of a Database which does not alter the Database content), Bidder shall include the pricing methodology and Net Price on Attachment B – *Pricing Schedule*. Any such fees shall be listed separately on invoices.
- 7.7.4.4. Upon termination of the Contract, all terms and conditions shall survive in accordance with their terms as to procurements made or individual licenses granted to Authorized Users prior to such termination.
- 7.7.4.5. Terms that conflict with the terms of Attachment F, Attachment G, this Solicitation, or any resultant Contract shall not be enforceable.

8. **SPECIAL TERMS AND CONDITIONS:**

- 8.1. **ACCEPTANCE OF BIDS/OFFERS BINDING 120 DAYS:** Unless otherwise specified in the IFB all formal bids submitted shall be binding for one hundred twenty (120) calendar days following bid opening date, unless extended by mutual consent of all parties.
- 8.2. **APPLICATION SERVICE PROVIDER SECURITY STANDARDS (ASP):** The ASP is a requirement of the Prince William County Public Schools (PWCS) Department of Information Technology. PWCS’ IT Department must pre-approve all digital data, SaaS, and software applications, prior to usage, including those that obtain staff and/ or student data or require staff/ student logins. The ASP defines the information security criteria that an Application Service Provider must meet in order to be considered for approval for use by PWCS. The vendor must demonstrate compliance with the PWCS Standards by submitting information per the ASP link, <https://forms.office.com/r/109bvE08gB>.

- 8.3. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by PWCS, whichever is sooner. PWCS, its authorized agents shall have full access to and the right to examine any of said material during said period.
- 8.4. **AUTHORITY TO TRANSACT BUSINESS IN THE COMMONWEALTH:** Any Bidder registered or organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity as described in the Code of Virginia § 2.2-4311.2. The proper legal name of the firm or entity, form of the firm (i.e. corporation, limited partnership, etc) and the identification number issued to the Bidder by the State Corporation Commission must be written in the space provided on the State Corporation Form (Attachment A). Any Bidder not required to be authorized to transact business in the Commonwealth of Virginia shall include in its proposal a statement/documentation from their legal counsel describing why the Bidder is not required to be registered. Failure of a prospective and/or successful Bidder to provide such documentation shall be grounds for rejection of their proposal. For further information, refer to the Commonwealth of Virginia State Corporation Commission Web site at: www.scc.virginia.gov. Any falsification or misrepresentation contained in the statement submitted by the Bidder pursuant to the Code of Virginia § 2.2-4311.2, Code of Virginia, Title 13.1 or Title 50 may be cause for debarment by PWCS.
- 8.5. **AUTHORIZED USER SALES REPORTS:** Upon written request by an Authorized User, the Contractor shall furnish to such Authorized User, monthly, a report listing the following: name of Products purchased, quantity purchased, unit price and total dollar volume of purchases.
- 8.6. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that PWCS shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this contract.
- 8.7. **AWARD OF CONTRACT:**
- 8.7.1. This Solicitation contains a total of three (3) Lots, which are specified above and in Section 6, SCOPE OF CONTRACT. A Bidder may bid on one or multiple lots. Bidders shall offer discounts as described in Attachment B – Pricing Schedule.
- 8.7.2. Due to the nature of the Products and services involved and recognizing that no one Bidder will be able to supply all the Products and services required by Authorized Users, awards may be made to more than one Bidder.
- 8.7.3. PWCS reserves the right to make a separate award for each lot, and to make an award either in whole or in part, whichever is deemed in the best interest of PWCS. PWCS reserves the right to reject any or all bids, in whole or in part, to waive any informality and to delete items prior to making the award, whenever it is deemed in the sole opinion of PWCS to be in its best interest.
- 8.7.4. The resulting contract(s) will be on an as-needed basis. PWCS is not obligated to purchase any specific quantity of databases or books.
- 8.7.5. This solicitation will be awarded based on the highest percentage discount from the vendor's catalog. Each bidder must quote the percentage discount from their

catalog in the space provided on the Pricing Schedule (Attachment B). The percentage discount must be a single percentage per catalog for all items covered. The catalog name and/or number must be clearly printed in the space provided on the Pricing Schedule under 'Catalog Name/Number and any Additional Information'. If a bidder offers more than one catalog, each catalog must be listed separately using the additional space provided on the Pricing Schedule. The award will be based on the highest percentage discount provided on the Pricing Schedule for Lot 1 lines 1, 2, and 5, and Lot 2 lines 1 and 4. PWCS shall select the databases (Lot 3) that meet the content requirements and shall award based on the highest percentage discount.

- 8.7.6. Upon award, the Contractor shall provide electronic access to the catalogs. If requested, the Contractor shall also furnish physical catalogs, which will become part of the contract. The Contractor's name and address must be displayed on all catalogs.

8.8. BID PRICES:

- 8.8.1. Bidder(s) shall complete Attachment B, Pricing Schedule which is included as a separate Excel spreadsheet in Bonfire.
 - 8.8.2. Bidder(s) shall provide bid prices in the form of a firm-fixed delivered discount off vendor's catalogs and price lists during the contract period.
 - 8.8.3. Discounts must be stated as a single percentage.
 - 8.8.4. Discounts shall remain firm for the initial 365 days of the contract, unless a higher discount is offered to PWCS.
 - 8.8.5. No minimum order (quantity or dollar amount) per delivery location shall be allowed.
 - 8.8.6. All discounts shall include all shipping charges to PWCS except when use of PWCS UPS account. All materials shipped to PWCS must be shipped FOB DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order and include inside delivery.
 - 8.8.7. A Bidder is encouraged to offer volume discounts in Attachment B – *Pricing Schedule*.
 - 8.8.8. A bidder is encouraged to offer bundled pricing discounts in Attachment B – *Pricing Schedule*. The percent discount for the bundled catalogs must be greater than the percent discount offered for the individual catalogs.
- 8.9. **BID SOLICITATION RESULTS:** For information regarding the results of the Invitation for Bid and subsequent award will be posted on the PWCS Bonfire Portal at <https://pwcs.bonfirehub.com/portal>.
- 8.10. **CATALOGS AND PRICE LISTS:** Bidders are expected to provide, free of charge, digital copies of their current catalog and price lists with their bid response. Bidder(s) shall ensure that their name and company address are clearly indicated on all catalogs and price lists. Failure to submit these digital catalogs and price lists may result in the Bidder being eliminated from further consideration for the award.

- 8.11. **CERTIFICATE OF COMPLIANCE:** As a condition of any Contract awarded and prior to Notice of Award, the Bidder/Contractor must certify, by executing Attachment C, that neither the Contractor, any employee of the Contractor, nor any other person who will provide services under the Contract and will have direct contact with students on school property during regular school hours or school-sponsored activities, have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Bidder further acknowledges that such certification shall be binding on the Bidder/Contractor throughout the term of any Contract, including renewals or extensions, thereof, and agrees to provide immediate notice to PWCS of any event which might render such certification untrue, including the arrest indictment, or investigation of any individual providing such services.

Bidder/Contractor acknowledges that, pursuant to the Code of Virginia [§22.1-296.1](#) (A), any person making a materially false statement on this certification, shall be guilty of a Class 1 misdemeanor, and upon conviction, the fact of such conviction shall be grounds for revocation of the contract or purchase order.

- 8.12. **CONTRACT ADMINISTRATION:** The bidder shall provide a sufficient number of Customer Service employees who are knowledgeable and responsive to Authorized User needs and who can effectively service the Contract. Bidder shall provide a dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. Contractor must notify PWCS within five Business Days if it's Contract Administrator, Emergency Contact, or Customer Service employees change, and provide an interim contact person until the position is filled. Changes shall be submitted electronically via e-mail to the PWCS Contract Administrator.

- 8.13. **EXTRA CHARGES NOT ALLOWED:** The bid prices/discounts shall be for the complete delivery ready for PWCS use, and shall include all applicable freight charges; extra charges will not be allowed for shipment to multiple locations.

- 8.14. **INSURANCE:** The Contractor shall provide to the Prince William County Public Schools (PWCS) Supervisor of Procurement a Certificate of Insurance indicating the coverage below prior to the start of any work under the contract and agrees to maintain such insurance until the completion of the contract. The minimum insurance coverage shall be:

8.14.1. Workers Compensation - Virginia Statutory Workers Compensation coverage including Virginia benefits and employers' liability with limits of \$100,000/\$100,000/\$500,000;

8.14.2. Cyber Liability: \$2,000,000

8.14.3. Commercial General Liability - \$1,000,000 per occurrence limit with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability and, where applicable to the project (as determined by PWCS), Products and Independent Contractors. The general aggregate limit shall apply to this project.

8.14.4. Automobile Liability - \$1,000,000 combined single limit.

8.14.5. Umbrella/Excess Liability - \$1,000,000 liability coverage over the primary limits for Comprehensive General Liability, Comprehensive Automobile Liability, and the Employer's Liability. Excess liability insurance will be written on occurrence

basis.

8.14.6. Prince William County Public Schools (Attn: Supervisor of Procurement, P.O. Box 389, Manassas, VA 20108) shall be named as additional insured on the CONTRACTOR's commercial general liability insurance policies and any excess liability or umbrella excess policies (if applicable). A thirty (30) day notice of cancellation or non-renewal in writing shall be furnished by the Contractor's insurance carrier(s) or insurance agent(s) to PWCS' Supervisor of Procurement.

8.14.7. Coverage Provisions:

8.14.7.1. All deductibles shall appear on the certificate(s).

8.14.7.2. The Bidder's insurance shall be primary over any applicable insurance or self-insurance maintained by PWCS.

8.14.7.3. Shall provide thirty (30) days written notice to PWCS before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.

8.14.7.4. All coverages for subcontractors of the Bidder shall be subject to all of the requirements stated herein.

8.14.7.5. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by PWCS. At the option of PWCS, either: the insurer shall reduce or eliminate such deductible or self-insured retention; or the Bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

8.14.7.6. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided PWCS, its officers/officers, agents, employees, and volunteers.

8.14.7.7. The insurer shall agree to waive all rights of subrogation against PWCS, its officers/officials, agents, employees or volunteers for any act, omission, or condition of premises which the parties may be held liable by any reason.

8.14.7.8. The Bidder shall furnish to PWCS Certificates of Insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf.

8.14.7.9. All coverages designed herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

8.15. METHOD OF ORDERING:

8.15.1. Prince William County Schools (PWCS) may use three (3) different methods of placing orders from the final contract: Delivery Orders (DO's), Purchase Orders (PC's and PD's), and approved PWCS procurement cards (encouraged).

- 8.15.2. Procurement Card Orders and payments may be made by the use of a Prince William County Schools "Procurement" and/or "Single Use" Card. The Procurement and/or Single Use Card is currently a Master Card. Contractors are encouraged to accept this method of order and payment.
- 8.15.3. Contractors willing to accept PWCS procurement cards should check the box on the Pricing Schedule (Reference Attachment B).
- 8.16. **PACKING SLIPS:** A legible packing slip and/or Purchase Order copy must accompany each shipment of printed Books and NonPrint library materials. The carton containing packing slip must be so marked.
- 8.17. **PRODUCT SUBSTITUTION:** During the term of this Agreement Contractor is not authorized to substitute any term for that product and/or software identified on the quote(s) without prior written consent of the contracting officer or their designee.
- 8.18. **SOFTWARE UPGRADES:** The PWCS shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the Contractor. The
- 8.19. **TERMS OF SERVICE (TOS):** In the event of any conflict between the terms of this Contract and the Contractor's standard TOS, any terms posted on the Contractor's website or application, or any terms for which a user is required to click "accept" on-line in order to log into Contractor's application, the terms of this Contract shall govern.
- 8.20. **TITLE TO SOFTWARE:** The Contractor represents and warrants that it is the sole owner of the software or, if it is not the owner, that it has received all legally required authorizations from the owner to license the software, has full power to grant the rights required by this contract, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of any
- 8.21. **WARRANTY AGAINST SHUT DEVICES:** The Contractor warrants that the software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other devices capable of halting operations or erasing or altering data or programs.
- 8.22. **WARRANTY:** Except as otherwise specified, all materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of one (1) year following date of delivery. Should any defect be noted by PWCS, the Procurement Office will notify the Contractor of such defect or nonconformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the Contractor is required to correct or replace, it shall be at no cost to PWCS and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the cost occasioned thereby or obtain an equitable adjustment in the contract price.

State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The bidder:

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

OR-

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

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

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

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

CONTRACTOR DATA SHEET

1. **QUALIFICATION OF OFFEROR:** The Offeror shall have the capability and the capacity in all respects to fully satisfy all the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time the Offeror has been in business providing the goods/services in this solicitation: _____ Years _____ Months.
3. **REFERENCES:** Offerors shall provide a listing of at least three (3) references for which the company has provided specified goods/services of the same or greater scope within the past three (3) years. **PWCS cannot be a reference.**

1.	Customer Name: _____	Contact Name: _____	Contact Title: _____
Address: _____ _____		Phone No. _____	
Email: _____		Fax No. _____	

2.	Customer Name: _____	Contact Name: _____	Contact Title: _____
Address: _____ _____		Phone No. _____	
Email: _____		Fax No. _____	

3.	Customer Name: _____	Contact Name: _____	Contact Title: _____
Address: _____ _____		Phone No. _____	
Email: _____		Fax No. _____	

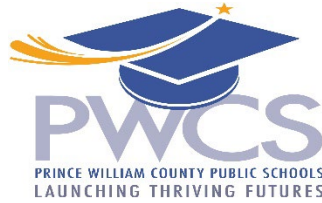
Full Legal Name of Offeror (Print): _____

Name: (Print) _____

Date: _____

E-mail: _____

Telephone: _____



CERTIFICATE OF COMPLIANCE

Code of Virginia §22.1-296.1

As a condition of contract award, Contractor/Vendor providing contracted services requiring direct contact with students on school property during regular school hours or school-sponsored activities/programs shall execute this document certifying that neither the Contractor nor any employee of the Contractor has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child or a barrier crime as defined and regulated under VA statutes 19.2-392.02 and 63.2-1719 through 1725 as applicable.

This certification shall be binding upon the Contractor and their employees providing services throughout the term of the contract or purchase order, including any extensions or renewals.

Contractor/Vendor acknowledges that, pursuant to the *Code of Virginia §22.1-296.1 (A)*, any person making a materially false statement on this certification, shall be guilty of a Class 1 misdemeanor, and upon conviction, the fact of such conviction shall be grounds for revocation of the contract or purchase order.

_____ Company Name	_____ Purchase Order/Contract/Solicitation #
_____ Company Address	_____ Company Phone Number
_____ Print Name of Authorized Representative	_____ Authorized Representative Title
_____ Authorized Representative Signature	_____ Date

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Purchasing Office

VENDOR INFORMATION FORM

The following vendor information is required with all IFB/RFP responses along with a completed and signed W-9 form:

Ordering Address:

Legal Business Name: _____

D/B/A: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Email Address: _____

Tax ID#: _____ SCC#: _____

Remittance Address: Check box if same as above ☐

Legal Business Name: _____

Address: _____

City, State, Zip: _____

Contact Information:

Name: _____

Title: _____

Phone: _____ Fax: _____

E-mail Address: _____

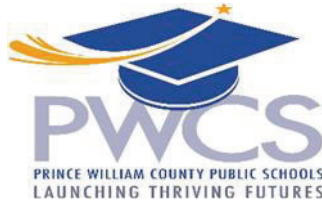
Attention Vendors: Visit the PWCS Purchasing Office Website at
<http://purchasing.departments.pwcs.edu> to:

- Register on-line, click on "Vendor Registration"
- Obtain a W-9 form and instructions

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32-80

November 2011



FEDERAL GRANT TERMS AND CONDITIONS
APPENDIX II TO 2 CFR Part 200
5-31-2023 Update

This project or work is funded in whole or in part by grants from the federal government. The award of any contract is subject to the requirements of 2 C.F.R. §§ 200.317 – 200.326 and 2. C.F.R. Part 200, Appendix II requiring compliance with purchasing procedures and standards.

Contractor is responsible for ensuring its compliance with all applicable federal requirements. Additionally, Contractor is responsible for ensuring that subcontractors, at as many tiers of the Project as required, perform in accordance with the terms, conditions and specifications of the contract, including all applicable federal requirements.

Upon request of Prince William County Public Schools (PWCS), the federal government or the pass-through entity, Contractor shall provide evidence of the steps it has taken to ensure its compliance with the federal requirements, as well as evidence of the steps it has taken to ensure subcontractor performance, and/or submit evidence of subcontractor's compliance at all tiers.

The following provisions and required contract clauses will be incorporated by reference in any contract awarded by PWCS when Federal grant funds are expended by PWCS. These provisions and required contract clauses are in addition to other General Contract Terms, Specifications, Special and Technical Specifications. Some provisions and clauses require the Contractor to execute and submit certain required certifications, which are included herein. Failure to execute and submit required certifications may render a contract null and void.

- A. Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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 PWCS, PWCS 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 Contractor agree? Yes _____ (Initials of Authorized Representative of Contractor)

- 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 PWCS, PWCS 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 Contractor, in the event Contractor 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. PWCS also reserves the right to terminate the contract immediately, with written notice to Contractor, for convenience, if PWCS believes, in its sole discretion that it is in the best interest of PWCS to do so. The Contractor will be compensated for work performed and accepted and goods accepted by PWCS as of the termination date if the contract is terminated for convenience of PWCS. Any award under this procurement process is not exclusive and PWCS reserves the right to purchase goods and services from other Contractors when it is in the best interest of PWCS.

- 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 PWCS on any federally assisted construction contract, the equal employment opportunity clause is incorporated by reference herein.

Does Contractor agree? Yes _____ (Initials of Authorized Representative of Contractor)

- 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 PWCS, during the term of an award for all contracts and sub-grants for construction or repair, the Contractor will be compliance with all applicable Davis-Bacon Act provisions

Does Contractor agree? Yes _____ (Initials of Authorized Representative of Contractor)

- 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 PWCS the Contractor certifies that during the term of an award for all contracts by PWCS resulting from this procurement process, the Contractor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Contractor agree? Yes _____ (Initials of Authorized Representative of Contractor)

F. **INTELLECTUAL PROPERTY**

The parties agree that no Intellectual Property will be created in performance of this grant or cooperative agreement.

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

Does Contractor agree? Yes _____ (Initials of Authorized Representative of Contractor)

- H. **PROCUREMENT OF RECOVERED MATERIALS 42 U.S.C. § 6962 (Section 6002 of the Solid Waste Disposal Act)** In the performance of this contract, the Contractor shall comply with Section 6002 of the Solid Waste Disposal Act and shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

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

Does Contractor agree? Yes _____ (Initials of Authorized Representative of Contractor)

- I. **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). The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal grant funds.**

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

Does Contractor agree? Yes _____ (Initials of Authorized Representative of Contractor)

- J. **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 contain 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 (J) above, when federal funds are expended by PWCS, the Contractor certifies that during the term of an award for all contracts by PWCS resulting from this procurement process, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation by any federal department or agency. All recipients of federal funds through this transaction must comply with 2 CFR 180, Subpart C as a condition of participation in this transaction, and must include similar terms or conditions in lower-tier covered transactions.

Does Contractor agree? Yes _____ (Initials of Authorized Representative of Contractor)

Please provide your Unique Entity ID # _____ (generated by SAM.gov)

- K. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT § 200.216**

(a) Contractor is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company** or **ZTE Corporation** (or any subsidiary or affiliate of such entities).

- (i) 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 Technology Company, or Dahua Technology Company** (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the 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 covered foreign country.

L. DOMESTIC PREFERENCES FOR PROCUREMENTS § 200.322

(a) Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

Upon execution of the contract, the contractor acknowledges that federal financial assistance may be used to fund the contract only. The contractor shall comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

N. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Upon execution of the contract, the contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.

P. BUY AMERICAN PROVISIONS COMPLIANCE

Contractor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act shall follow the applicable procurement rules calling for free and open competition.

Q. RETENTION REQUIREMENTS FOR RECORDS

§ 200.333 Retention requirements for records. Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

R. ACCESS TO RECORDS

§ 200.336 Access to records. (a) *Records of non-Federal entities.* The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. (b) Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate. (c) *Expiration of right of access.* The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

S. PUBLICATIONS

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

T. INCREASING SEAT BELT USE IN THE UNITED STATES

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

U. REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

V. 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 (V) above, when federal funds are expended by PWCS, the Contractor certifies that during the term and after the awarded term of an award for all contracts by PWCS resulting from this procurement process, the Contractor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Contractor agree? Yes _____ (Initials of Authorized Representative of Contractor)

For Contract Awards Exceeding \$100,000

31 CFR Part 21 – New Restrictions on Lobbying
CERTIFICATION REGARDING LOBBYING

The undersigned certifies to the best of their knowledge and belief, 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.

(3) 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.

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 imposed by section 1352, title 31, U.S. Code. 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.

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. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Contractor Business Name: _____

Signature of Contractor's Authorized Official: _____

Name of Person Signing Above (Print): _____

Title (Print): _____

Date: _____

PRINCE WILLIAM COUNTY SCHOOLS

GENERAL TERMS AND CONDITIONS

(Revised 11/28/2023)

These general terms, conditions and instructions apply to all purchases and are a part of each solicitation and every contract awarded by PWCS, unless otherwise specified in such solicitation or contract. The Purchasing Office is responsible for the purchasing activity of Prince William County Public Schools and its governing body, the Prince William County Public School Board. The term "PWCS" as used herein refers to the contracting entity which is the signatory on the contract and may be either PWCS, or the PWCS School Board, or both. Bidder/Offeree or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/offeree's own risk.

These general terms, conditions and instructions are subject to all applicable Federal, State and local statutes, policies, resolutions, and regulations (collectively "laws"), and are to be interpreted so as to be consistent with such laws. In the case of irreducible conflict, these general terms and conditions are preempted by applicable laws.

AUTHORITY

1. The Supervisor of Purchasing has been delegated authority for issuance of invitations to bid, request for proposals, modifications, purchase orders and awards approved by and for PWCS. In the discharge of these responsibilities, the Supervisor of Purchasing may be assisted by delegating to Buyers and other Purchasing Office staff. Unless specifically delegated by the Supervisor of Purchasing, no other PWCS officer or employee is authorized to enter into purchase negotiations, change orders, contracts, or in any way obligate PWCS for indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void, and PWCS shall not be bound thereby.

2. DEFINITIONS

BID: The offeror or a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Supervisor of Purchasing and offering into contracts with PWCS. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by PWCS.

INVITATION FOR BID (IFB) A request which is made to prospective suppliers (bidders) for their quotation on goods and services desired by PWCS. The issuance of an IFB will contain or incorporate by referencing the specifications and contractual terms and conditions applicable to the procurement.

SUPERVISOR OF PURCHASING: The Supervisor of Purchasing is delegated authority by PWCS School Board to carry out all procurement functions on behalf of the school division.

REQUEST FOR PROPOSAL (RFP): A request for an offer prospective offers which will indicate the general

terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

SOLICITATION: The process of notifying prospective bidders that PWCS wishes to receive bids on a set of requirements to provide goods or services. The notification of PWCS requirements may consist of public advertising (PWCS website or other electronic notifications), of notices of solicitations, Invitations for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an informal solicitation to include telephone call to prospective bidders.

CONDITIONS OF BIDDING

3. **ACCEPTANCE OF BIDS/OFFERS BINDING 90 DAYS:** Unless otherwise specified in the IFB or RFP, all formal bids/offers submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties. Additionally, PWCS may purchase additional quantities at the original firm fixed delivered unit prices for (90) ninety days after date of award.
4. **TAX EXEMPTION:** PWCS is exempt from the payment of federal excise or Virginia Sales and Use Tax. The bid/proposal price must be net, exclusive of taxes. When under established trade practice, any federal excise tax is included in the list price, the Bidder may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by PWCS. PWCS Federal Excise Tax Exemption number is 54-6001533. A copy of PWCS Sales and Use Tax Certificate Exemption is posted on the PWCS Web site.
5. **RECEIPT OF BIDS:** Bids received prior to the time of opening will be securely kept, unopened by PWCS. No responsibility will attach to the Supervisor of Purchasing or his/her representative(s) for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the

solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered by the PWCS.

6. **BID OPENING:** All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection. The Supervisor of Purchasing representative(s) assigned to open the bids will decide when the specified time for bid opening has arrived. Tabulations of bids received are posted on the PWCS website at: www.pwcs.edu/departments/purchasing/bid_tabulations.
7. **OPEN PRICING RECORDS:** The classification of line item prices and/or bid prices as proprietary information or trade secrets is not acceptable. All bid prices will be read aloud at the public bid opening and posted on the PWCS Purchasing website. Any bidder who designates bid prices as proprietary information or trade secrets will be given 48 hours to withdraw this designation. If it is not withdrawn, their bid will be rejected. See [§ 2.2-4343](#) of the Code of Virginia.
8. **ERRORS IN BIDS:** When an error is made in extending total prices, the unit bid price times the number of units will govern. Erasures and changes in bids must be initialed by the bidder. Carelessness in quoting prices, omitting portions of the work from the calculations, or in preparation of the bid otherwise will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot otherwise be corrected except as provided in paragraph 14 below, and the bidder will be required to perform if their bid is accepted.
9. **LATE BIDS/PROPOSALS:** To be considered for selection, bids/proposals must be received by the PWCS Purchasing Office by the designated date and hour, unless otherwise stated in the solicitation. The official time used in the receipt of bids/proposals is that time on the automatic time stamp machine in the Purchasing Office. Bids/proposals received in the Purchasing Office after the date and hour designated are non-responsive, automatically disqualified and will not be considered. PWCS is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-school mail system or delivery by any other means. It is the sole responsibility of the Bidder to ensure that his/her bid/proposal reaches the Purchasing Office by the designated date and hour.
10. **MANDATORY USE OF PWCS FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official PWCS form provided for that purpose may be cause for rejection of the bid/proposal. Return of this complete solicitation document is required. Modification of or additions to the General and/or Special Terms and Conditions of this solicitation may be cause for rejection of the bid/proposal; however, the Supervisor of Purchasing reserves the right to decide, on a case by case basis, in his/her sole discretion, whether to reject such a bid/proposal as non-responsive. As a precondition to its acceptance, PWCS may, in its sole discretion, request that the Bidder withdraw or modify non-responsive portions of a bid/proposal, which do not affect quality, quantity, price or delivery schedule.

11. **VENDOR REGISTRATION:** All vendors desiring to provide goods and/or services to PWCS are strongly encouraged to register on-line at https://www.pwcs.edu/departments/purchasing/vendor_resources.

12. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation that are clearly necessary for the operation and completion of such equipment, but are: (i) not fully described by PWCS; or (ii) are omitted by PWCS from such specification, shall be considered a part of such equipment even if not directly specified or called for in the specifications.

If a bidder finds discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, it shall notify the Supervisor of Purchasing or his/her representative(s) at least five (5) days prior to the date set for the opening of bids. If necessary, the Supervisor of Purchasing or his/her representative(s) will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids, unless otherwise stated in the solicitation. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.

13. **PROHIBITION AGAINST UNIFORM PRICING:** The Supervisor of Purchasing encourages open and competitive bidding by all possible means and endeavors to obtain the maximum degree of open competition on all purchase transactions using the methods of procurement prescribed by the Virginia Public Procurement Act and PWCS policies and regulations. Each bidder, by virtue of submitting a bid, guarantees that it has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

14. **WITHDRAWAL OF BIDS OR PROPOSALS:** A bid/proposal may be amended and/or withdrawn by a bidder or offeror if the request is received in writing before the due date and hour. The request must be signed by a person authorized to represent the vendor or firm that submitted the bid/proposal. Submission of a subsequent bid/proposal, unless specifically identified as an additional bid, shall constitute the withdrawal of any prior one submitted by the same bidder or offeror on the same Invitation for Bid/Request for Proposal.

Withdrawal of bids/proposals after opening is governed by Code of Virginia § 2.2-4330. The Bidder shall give notice in writing of his/her claim of right to withdraw his/her bid/proposal within two business days after the conclusion of the bid opening or receipt of proposals procedure, and shall submit original work papers with such notice.

15. **DEBARMENT STATUS:** By submitting their bid/proposal, the Bidder certifies that he/she is not currently debarred by the Commonwealth of Virginia or PWCS from submitting bids/proposals on contracts for the type of goods and/or services covered by this solicitation, nor is the Bidder an agent of any person or entity that is currently so debarred.
16. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bid/proposal, Bidders/Offerors certify that their bid/proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

SPECIFICATIONS

17. **QUESTIONS CONCERNING SPECIFICATIONS:** Any information relative to interpretation of specifications and drawings shall be requested of PWCS in writing, in ample time before the opening of bids. No inquiries if received by PWCS on or after the fifth day before the date set for the opening of bids will be given any consideration. Any material interpretation of a specification, as determined by PWCS, will be expressed in the form of an addendum to the specification which will be posted to the Commonwealth of VA eVA web-site, and/or as identified herein and it is the sole responsibility of the bidder/offeror to acknowledge addendum. Oral answers will not be authoritative.
18. **CLARIFICATION OF TERMS:** If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder shall contact the Buyer whose name appears on the face of the solicitation no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by a written addendum issued by the Purchasing Office
19. **USE OF BRAND NAMES:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders/Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which PWCS in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, color and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable PWCS to determine if the product offered meets the requirements of the solicitation. **ONLY THE INFORMATION FURNISHED WITH THE BID/PROPOSAL WILL BE CONSIDERED IN THE EVALUATION. FAILURE TO FURNISH ADEQUATE**

DATA FOR EVALUATION PURPOSES MAY RESULT IN DECLARING A BID/PROPOSAL NON-RESPONSIVE. Unless the Bidder clearly indicates in its bid/proposal that the product offered is an "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

20. **NO SUBSTITUTES:** When a solicitation contains a specification that states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder must abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

21. **QUALIFICATIONS OF BIDDERS/OFFERORS:** PWCS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to PWCS all such information and data for this purpose as may be requested. PWCS reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. PWCS further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Bidder fails to satisfy PWCS that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated herein.
22. **TESTING AND INSPECTION:** PWCS reserves the right to conduct any test or inspection it may deem advisable to ensure products/services conform to the specification.

AWARD

23. **DEFINITE BID QUANTITIES:** Where definite quantities are specifically stated, acceptance will bind PWCS to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, PWCS will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Supervisor of Purchasing with a statement of unordered balances not later than ten (10) days after the termination date of the contract.
24. **REQUIREMENT BID QUANTITIES:** On "Requirement" bids, acceptance will bind PWCS to pay for, at unit bid prices, only quantities ordered and delivered. Where PWCS specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

25. **AWARD OR REJECTION OF BIDS/OFFERS:** The Supervisor of Purchasing shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of PWCS to accept it. Awards made in response to an RFP will be made to the highest qualified offeror whose proposal is determined in writing to be the most advantageous to PWCS taking into consideration the evaluation factors set forth in the RFP. The Supervisor of Purchasing reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of PWCS. Award may be made to as many bidders/ offerors as deemed necessary to fulfill the anticipated requirements of PWCS. The Supervisor of Purchasing also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

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

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of the conditions attached to the bid;
- j. Whether the bidder is in arrears to PWCS on debt or contract or is a defaulter on surety to PWCS or whether the bidder's PWC taxes or assessments are delinquent; and
- k. Such other information as may be secured by PWCS Supervisor of Purchasing having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the PWCS Supervisor of Purchasing shall so notify that bidder and shall have recorded the reasons in the contract file.

26. **TIE BID:** If all bids are for the same total amount or unit price (including authorized discounts and delivery times), the PWCS Supervisor of Purchasing shall award the contract to the tie bidder providing goods produced in Virginia or goods, services or construction provided by Virginia persons, firms or corporations. If there are more than one such tie bid, then the PWCS Supervisor of Purchasing may, in his or her sole discretion, readvertise the solicitation, divide the contract among the bidders (if the solicitation provided for multiple awards), or award a contract by lot from among the responsive and responsible Virginia bidders. If there are no responsive and responsible Virginia bidders, then the PWCS Supervisor of Purchasing may, in his or her sole discretion, readvertise the solicitation, divide the contract among the bidders (if the solicitation provided for multiple awards), or award a contract by lot from among the responsive and responsible bidders. The decision of PWCS to make award to one or more such bidders shall be final.

27. **PRECEDENCE OF TERMS:** PWCS intends for the Contract Documents to be consistent and they shall be interpreted to be consistent if possible. If the Contract Documents conflict, however, the controlling provision will be the one which appears highest in the following list:

- The Notice of Award or Purchase Order/Contract (highest precedence),
- Addenda,
- Specifications and drawings,
- The signed bid/proposal submitted by the Contractor,
- Invitation for Bid/Request for Proposal,
- Any Special Terms and Conditions,
- These General Terms and Conditions (lowest precedence).

28. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of a solicitation, PWCS will publicly post such notice on the [Purchasing Web site](#) for a minimum of 10 calendar days.

29. **CONTRACT DOCUMENTS/PURCHASE ORDERS:** The Contract entered into by the parties shall consist of the Invitation For Bid/Request for Proposal, the signed bid/proposal submitted by the Contractor, the Notice of Award or Purchase Order/Contract, these General Terms and Conditions and any Special Terms and Conditions, and the listed specifications and drawings, if any, including all modifications thereof, all of which shall be referred to collectively as the Contract Documents. All time limits stated in the Contract Documents are of the essence of the Contract unless stated otherwise. Orders against contracts will be placed with the Contractor on a Purchase Order or Procurement Card.

30. **PAYMENT TERMS:** Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. However, this shall not affect offers of discounts for payment in less than 30 days.

CONTRACT PROVISIONS

31. **ANTI-DISCRIMINATION:** By submitting their bid/proposal, the Bidder certifies to PWCS that he/she will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and the Code of Virginia [§2.2-4311](#). In every contract over \$10,000 the provisions in 31.1 and 31.2 below apply:

During the performance of this contract, the Contractor agrees as follows:

- 31.1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 31.2 The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- 31.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
- 31.4 The Contractor will include the provisions of 31.1, 31.2 and 31.3 above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
32. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to PWCS all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by PWCS under said contract.
33. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract 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. The Contractor shall comply with applicable federal, state and local laws and regulations, and be legally authorized to do business in the Commonwealth of Virginia.
34. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of PWCS.

35. **CHANGES TO THE CONTRACT:** PWCS may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract to include, but 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 comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give PWCS 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 scope of the contract.
36. **GUARANTEES & WARRANTIES:** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to PWCS before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.
37. **MODIFICATION OF CONTRACT:** PWCS may, upon mutual agreement with the Contractor, issue written modifications to the scope of work/specifications of this contract, and within the general scope thereof, except that no modifications 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 the advance written approval of the Prince William County School Board. In making any modification, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods as selected by the Supervisor of Purchasing:
- The written modification shall stipulate the mutually-agreed price for the specific addition to or deletion from the scope of work/specifications which shall be added to or deducted from the contract amount.
- The written modification shall stipulate the number of unit quantities added to or deleted from the contract and multiplied by the unit price which shall be added to or deducted from the contract amount.
- The written modification shall direct the Contractor to proceed with the work and to keep, and present in such form as PWCS may direct, a correct account of the cost of the change together with all vouchers therefore. The cost shall include an allowance for overhead and profit to be mutually agreed upon by PWCS and the Contractor.
38. **PRICE REDUCTION:** If at any time after the date of the bid/proposal the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers

generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify PWCS of such reduction by letter. FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT FOR CAUSE. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by PWCS.

39. **SMALL AND MINORITY BUSINESS ENTERPRISES:** It is PWCS intent to undertake every effort to increase opportunity for utilization of small and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with the performance of this contract, the Contractor agrees to use their best effort to carry out this intent and ensure that Small and Minority Businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract. Contractors may rely on oral or written representation by subcontractors regarding their status as small and/or minority business enterprises in lieu of an independent investigation.
40. **TERMINATION FOR CAUSE/DEFAULT:** In case of failure to deliver goods or provide services in accordance with the contract terms and conditions, PWCS, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which PWCS may have. Specifically:
- 40.1 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, PWCS shall thereupon have the right to terminate, 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 PWCS, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- 40.2 Notwithstanding the above, the Contractor shall not be relieved of liability to PWCS for damages sustained by PWCS by virtue of any breach of contract by the Contractor. PWCS may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of

damages due to PWCS from the Contractor is determined.

41. **TERMINATION FOR CONVENIENCE:** PWCS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Supervisor of Purchasing determines that such a termination is in the best interest of PWCS. Any such termination shall be affected by delivery to the Contractor, at least ten (10) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and 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 service, but no amount shall be allowed for anticipated profit on unperformed services.
42. **COOPERATIVE PURCHASING:** PWCS may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for professional services, 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 for Bid (IFB), if the RFP or IFB 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.
- The contract may be extended, with the authorization of the Contractor, to other public bodies, public agencies, or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the contract.
- 42.1 It is the Contractors responsibility to notify the public body(s) of the availability of the contract.
- 42.2 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 participation, non-discrimination. 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.
- 42.3 PWCS 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.

43. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees as follows:
- 43.1 Provide a drug-free workplace for the Contractor's employees.
 - 43.2 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.
 - 43.3 State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.
 - 43.4 Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

44. **PLACING OF ORDERS:** Orders against contracts will be placed with the Contractor by Purchase Order or Procurement Card (P-Card) executed and released by the Supervisor of Purchasing or their designee.

DELIVERY/PAYMENT PROVISIONS

45. **FUNDING:** The obligation of PWCS to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the PWCS School Board to satisfy payment of such obligations. The County'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, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and PWCS will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. PWCS will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the PWCS School Board. However, PWCS's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

46. **POINT OF DESTINATION:** All materials shipped to PWCS must be shipped FOB DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.
47. **INVOICES:** Invoices for goods and/or services ordered, delivered and accepted shall be submitted in duplicate by the Contractor(s) directly to the payment address shown on the purchase order/contract. **All invoices shall reference said purchase order/contract number and shall be in the same legal name of the Contractor as indicated on the Contract.**
48. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by Section 1261 of Title 15 of the United States Code (U.S.C.), then the Bidder, by submitting his/her bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the Bidder does not violate any of the prohibitions of Title 15 of the U.S.C. or Section 1263.
49. **MATERIAL SAFETY DATA SHEETS:** Material and Safety Data Sheets shall be provided in English, and if available, Spanish within two (2) business days upon request for each chemical and/or compound offered. Failure on the part of the Contractor to submit such data sheets may be cause for declaring the Contractor in default.
50. **RESPONSIBILITY FOR MATERIALS OR GOODS TENDERED:** Unless otherwise specified in the solicitation, the Contractor is responsible for the materials or supplies covered by the contract until they are delivered at the delivery point designated by PWCS. The Contractor bears all risk of loss 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 of rejection, 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) days after date of notification, PWCS may return the rejected materials or supplies to the Contractor at its risk and expense or dispose of them as the PWCS's own property.
51. **PAYMENT:** Payment shall be made after satisfactory performance that is in accordance with all provisions of the contract, and upon receipt of a properly completed invoice. PWCS 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 subsequent modifications.
52. **PARTIAL PAYMENTS:** Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

53. **PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING:** When equipment requires installation (which includes erection, setting up or placing in position, service, or use) and testing, and the installation or testing is delayed, payment may be made based on 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made based on 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.
54. **PAYMENT TO SUBCONTRACTORS:**
- 54.1 A Contractor awarded a contract under this solicitation is hereby obligated to:
- 54.1.1 Pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from PWCS for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- 54.1.2 Notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason for such.
- 54.2 Unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent per month on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from PWCS except for amounts withheld as stated in the paragraph above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. This obligation to pay interest is not an obligation of PWCS, and no contract modification will be made for the purpose of providing reimbursement of the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.
- 54.3 The provisions of 54.1 through 54.3 apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of PWCS or any participating jurisdiction.
55. **TAX EXEMPTION:** PWCS is exempt from the payment of federal excise or Virginia Sales and Use Tax. The bid/proposal price must be net, exclusive of taxes. When under established trade practice, any federal excise tax is included in the list price, the Bidder may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by PWCS. PWCS Federal Excise Tax Exemption number is 54-6001533. A copy of PWCS Sales and

Use Tax Certificate Exemption is posted on the PWCS Web site.

GENERAL

56. **GUARANTEES & WARRANTIES:** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to PWCS before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.
57. **GENERAL GUARANTY:** Contractor agrees to:
- 57.1. Save PWCS, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- 57.2 Warrant that when the contract includes a software license, or use of licensed software, the Contractor is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted through the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
- 57.3 Protect PWCS against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- 57.4 Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- 57.5 Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of PWCS.
- 57.6 Protect PWCS from loss or damage to PWCS owned property while it is in the custody of the Contractor.
58. **SERVICE CONTRACT GUARANTY:** Contractor agrees to:
- 58.1 Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions of those documents provided that PWCS may reduce the said services at any time.
- 58.2 Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- 58.3 All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable government rules, regulations, methods, and procedures.

- 58.4 Allow services to be inspected or reviewed by an employee of PWCS at any reasonable time and place selected by PWCS. PWCS is under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- 58.5 Stipulate that the presence of a PWCS Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Supervisor of Purchasing.
59. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bid/proposal, Bidders/Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
60. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless PWCS, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against PWCS in consequence of the granting of a contract or which may otherwise result therefrom, if the act was caused through negligence, error, omission, or reckless or intentional misconduct (or, in the case of intellectual property rights, by any act done without proper permission) of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against PWCS in any such action, the Contractor shall, at his or her 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 PWCS as herein provided.
61. **NON-LIABILITY:** The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the reasonable control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at her discretion terminate the contract.
62. **OFFICIAL NOT TO BENEFIT:**
- 62.1 Each Bidder certifies by signing a bid/proposal that, to the best of his/her knowledge, no PWCS official or employee having official responsibility for the procurement transaction or member of his/her immediate family has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid/proposal or as soon thereafter, as 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.
- 62.2 Whenever there is reason to believe that benefit of the sort described in the paragraph above has been or will be received in connection with the bid/proposal or contract and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, PWCS, 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.
- 62.3 In the event the Bidder/Offeror has knowledge of benefits as outline above, this information should be submitted with the bid/proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract the Bidder/Offeror shall address the disclosure of such facts to: Supervisor of Purchasing, Prince William County Public Schools, P.O. Box 389, Manassas, VA 20108. The Invitation For Bid/Request for Proposal number shall be referenced in the disclosure.
63. **VIRGINIA FREEDOM OF INFORMATION ACT:** Except as provided herein, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Any inspection of procurement transaction records under this provision shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- 63.1 Cost estimates relating to a proposed transaction prepared by or for a public body shall not be open to public inspection.
- 63.2 Any Bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening/receipt of all bids, but prior to award, except in the event that PWCS decides not to accept any of the bids and to re-solicit. Otherwise, bid records shall be open to public inspection only after award of the contract.
- 63.3 Bids and proposal records shall be open to the public only after award.

- 63.4 Any offeror who responds to an RFP shall be afforded the opportunity to inspect proposal records upon request within a reasonable time after the evaluation and negotiation of proposals are complete but prior to award, except in the event PWCS decides not to accept any of the proposals and to resolicit.
- 63.5 Trade secrets or proprietary information submitted by any bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application shall not be subject to public disclosure under the Virginia Freedom of Information Act if the bidder, offeror, or Contractor invokes the protection of Code of Virginia section [2.2-4342 F](#), in writing prior to or upon submission of the data or other materials, identifies the data or other materials to be protected, and states the reasons why protection is necessary.
- 63.6 Nothing contained in this section shall be construed to require PWCS to furnish a statement of the reason(s) why a particular bid/offer was not deemed to be the most advantageous to PWCS.
64. **INCLEMENT WEATHER:** Due to inclement weather conditions, PWCS may elect to close schools and administration offices. The following is an explanation of the policy:
- CODE GREEN:** All PWCS schools are closed. Administration offices are open.
- CODE RED:** All PWCS schools are closed. Administration offices are closed.
- CODE ORANGE:** PWCS schools closed or delayed. Employees work remotely.
- 64.1 In the event of a delay school opening, all times shall remain as stated in the Invitation for Bid/Request for Proposal.
- 64.2 In the event that PWCS closes on a CODE GREEN, any optional/mandatory pre-bid/proposal conference and all bid/proposal openings will be held as scheduled.
- 64.3 In the event that PWCS closes on a CODE RED or CODE ORANGE, any optional/mandatory pre-bid proposal conference and all bid/proposal openings will be held on the next business day the PWCS experiences a normal opening, a delayed opening, or a school closing on a CODE GREEN, at the time previously scheduled. No exceptions will be made in this matter.

BIDDER/CONTRACTOR REMEDIES

65. **DELIVERY/SERVICE FAILURES:** Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by PWCS, or failure to make replacements or corrections of rejected articles or services when so requested, immediately or as directed by PWCS, shall constitute grounds for PWCS to "Cover" by purchasing in the

open market articles or services of comparable grade or quality to replace the services or articles rejected or not delivered. On all such purchases, the Contractor shall reimburse PWCS, within a reasonable time specified by PWCS, for any expense incurred in excess of contract prices, or, in PWCS's sole discretion, PWCS shall deduct the cost of Cover from any amounts due to Contractor. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, PWCS 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 PWCS.

66. **CONTRACTUAL DISPUTES:** Any dispute concerning a question of act including claims for money or other relief as a result of a contract with PWCS which is not disposed of by agreement shall be declared by the Supervisor of Purchasing, who shall reduce a decision to writing and mail or otherwise forward a copy thereof to the Contractor within ten (10) days. The decision of the Supervisor of Purchasing 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, as a 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. 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 due in the final payment.
67. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder may protest the award or decision to award a contract by submitting a protest in writing to the Supervisor of Purchasing no later than ten (10) calendar days after public notice of the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or 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 Supervisor of Purchasing shall issue a decision in writing within ten (10) calendar days of the receipt of the protest stating the reasons for the action taken. Any offeror may protest the award or decision to award a contract by submitting a protest in writing to PWCS, or an official designated by PWCS, no later than ten (10) calendar days after the award or the announcement of the decision to award, whichever occurs first.
- 67.1 If prior to award it is determined that the decision to award is arbitrary or capricious then the sole relief shall be a finding to that effect. The Supervisor of Purchasing shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an

award of a contract was arbitrary or 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 PWCS. Where the award has been made and performance has begun, the Supervisor of Purchasing may declare the contract void upon a finding that this action is in the best interest of PWCS. 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.

- 67.2 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.
- 67.3 An award need not be delayed for the period allowed a Bidder to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is

necessary to protect the public interest or unless the bid or offer would expire.

- 68. **EXHAUSTION OF ADMINISTRATIVE REMEDIES:** No potential Bidder or Contractor shall institute any legal action until all administrative remedies available under this solicitation and resulting contract have been exhausted and until all statutory requirements have been met.
- 69. **FORCE MAJEURE EVENT:** If an event that is beyond the reasonable control of a Party and cannot be prevented with reasonable care of the affected Party, including but not limited to natural disasters, war and riot, provided that, any shortage of credit, capital or finance shall not be regarded as an event beyond the reasonable control of a Party. In the event that the occurrence of a Force Majeure Event delays or prevents the performance of this Agreement, the affected Party shall not be liable for any obligations hereunder only for such delayed or prevented performance. The affected Party who seeks to be exempt from the performance obligation under this Agreement or any provision hereof shall inform the other Party, without delay, of the exemption of obligation and the approaches that shall be taken to complete performance.

<u>HIGH SCHOOLS</u>		
Battlefield High School 15000 Graduation Dr. Haymarket, VA 20169 Building Square Feet: 285,086	Brentsville District High School 12109 Aden Rd. Nokesville, VA 20181 Building Square Feet: 163,066	Charles J. Colgan, Sr. High School 13833 Dumfries Rd. Manassas, VA 20112 Building Square Feet: 308,058
Forest Park High School 15721 Forest Park Dr. Woodbridge, VA 22193 Building Square Feet: 283,268	Freedom High School 15201 Neabsco Mills Rd. Woodbridge, VA 22191 Building Square Feet: 285,886	Gainesville High School 13150 University Blvd. Gainesville, VA 20155 Building Square Feet: 334,885
Gar-Field High School 14000 Smoketown Rd. Woodbridge, VA 22192 Building Square Feet: 374,138	Hylton High School 14051 Spriggs Rd. Woodbridge, VA 22193 Building Square Feet: 282,346	Osborn Park High School 8909 Euclid Ave. Manassas, VA 20111 Building Square Feet: 328,386
Patriot High School 10504 Kettle Run Rd. Nokesville 20181 Building Square Feet: 320,124	Potomac High School 3401 Panther Pride Dr. Dumfries, VA 22026 Building Square Feet: 273,329	Unity Reed High School 8820 Rixlew Ln. Manassas, VA 20109 Building Square Feet: 328,540
Woodbridge High School 3001 Old Bridge Rd. Woodbridge, VA 22192 Building Square Feet: 372,893		

<u>MIDDLE SCHOOLS</u>		
Benton Middle School 7411 Hoadly Rd. Manassas, VA 20112 Building Square Feet: 151,130	Beville Middle School 4901 Dale Blvd. Woodbridge, VA 22193 Building Square Feet: 137,540	Bull Run Middle School 6308 Catharpin Rd. Gainesville, VA 20155 Building Square Feet: 135,309
Gainesville Middle School 8001 Limestone Dr. Gainesville, VA 20155 Building Square Feet: 135,309	Hampton Middle School 14800 Darbydale Ave. Woodbridge, VA 22193 Building Square Feet: 124,610	Graham Park Middle School 3613 Graham Park Rd. Triangle, VA 22172 Building Square Feet: 110,514
Lake Ridge Middle School 12350 Mohican Rd. Woodbridge, VA 22192 Building Square Feet: 158,900	Fred M. Lynn Middle School 1650 Prince William Pkwy Woodbridge, VA 22191 Building Square Feet: 131,974	Marsteller Middle School 14000 Sudley Manor Bristow, VA 20136 Building Square Feet: 135,309
Parkside Middle School 8602 Mathis Ave. Manassas, VA 20110 Building Square Feet: 145,677	Potomac Middle School 3130 Panther Pride Dumfries, VA 22026 Building Square Feet: 151,130	Potomac Shores Middle School 17851 Woods View Dr. Dumfries, VA 22026 Building Square Feet: 197,954
Rippon Middle School 15101 Blackburn Rd. Woodbridge, VA 22191 Building Square Feet: 156,094	Ronald Wilson Reagan Middle School 15801 Tanning House Pl. Haymarket, VA 20169 Building Square Feet: 134,765	Saunders Middle School 13557 Spriggs Rd. Manassas, VA 20112 Building Square Feet: 137,088
Unity Braxton Middle School 10100 Lomond Dr. Manassas, VA 20109 Building Square Feet: 152,549	Woodbridge Middle School 2201 York Dr. Woodbridge, VA 22191 Building Square Feet: 124,511	

ELEMENTARY SCHOOLS		
Alvey Elementary School 5300 Waverly Farm Dr. Haymarket 20169 Building Square Feet: 83,084	Antietam Elementary 12000 Antietam Road Woodbridge 22192 Building Square Feet: 62,334	Ashland Elementary School 15300 Bowmans Folly Dr. Manassas 20112 Building Square Feet: 98,461
Bel Air Elementary School 14151 Ferndale Rd. Woodbridge 22193 Building Square Feet: 53,712	Belmont Elementary School 751 Norwood Ln. Woodbridge 22191 Building Square Feet: 74,142	Bennett Elementary School 8800 Old Dominion Dr. Manassas 20110 Building Square Feet: 83,969
Bristow Run Elementary School 8990 Worthington Dr. Bristow 20136 Building Square Feet: 83,885	Buckland Mills Elementary School 10511 Wharfdale Pl. Gainesville 20155 Building Square Feet: 89,936	Cedar Point Elementary School 12601 Braemar Parkway Bristow 20136 Building Square Feet: 83,084
Chris Yung Elementary School 12612 Fog Light Way Bristow 20136 Building Square Feet: 107,273	Coles Elementary School 7405 Hoadly Rd. Manassas 20112 Building Square Feet: 52,745	Covington-Harper Elementary School 2500 River Heritage Blvd. Dumfries 222026 Building Square Feet: 101,288
Dale City Elementary School 14450 Brook Dr. Woodbridge 22193 Building Square Feet: 44,333	Dumfries Elementary School 3990 Cameron St. Dumfries 22026 Building Square Feet: 44,925	Ellis Elementary School 10400 Kim Graham Ln. Manassas 20109 Building Square Feet: 76,724
Enterprise Elementary School 13900 Lindendale Rd. Woodbridge 22193 Building Square Feet: 54,281	Featherstone Elementary School 14805 Blackburn Rd. Woodbridge 22191 Building Square Feet: 56,246	Fitzgerald Elementary School 15500 Benita Fitzgerald Dr. Woodbridge 22191 Building Square Feet: 106,170
Glenkirk Elementary School 8584 Sedge Wren Dr. Gainesville 20155 Building Square Feet: 83,084	Gravelly Elementary School 4670 Waverly Farm Dr. Haymarket 20169 Building Square Feet: 95,314	Haymarket Elementary School 15500 Learning Ln. Haymarket 20169 Building Square Feet: 98,736
Henderson Elementary School 3799 Waterway Dr. Dumfries 22025 Building Square Feet: 75,495	Jenkins Elementary School 4060 Prince William Parkway Woodbridge, VA 22192 Building Square Feet: 100,264	Kerrydale Elementary School 13199 Kerrydale Rd. Woodbridge 22193 Building Square Feet: 49,928
Kilby Elementary School 1800 Horner Rd. Woodbridge 22191 Building Square Feet: 98,615	King Elementary School 13224 Nickleson Dr. Woodbridge 22193 Building Square Feet: 63,832	Kyle Wilson Elementary School 5710 Liberty Hill Ct. Woodbridge, VA 22193 Building Square Feet: 106,345
Lake Ridge Elementary School 11970 Hedges Run Dr. Woodbridge 22192 Building Square Feet: 83,358	Leesylvania Elementary School 15800 Neabsco Rd. Woodbridge 22191 Building Square Feet: 83,084	Loch Lomond Elementary School 7900 Augusta Rd. Manassas 20111 Building Square Feet: 58,278
Marshall Elementary School 12505 Kahns Rd. Manassas 20112 Building Square Feet: 62,700	Marumsc Hills Elementary School 14100 Page St. Woodbridge 22191 Building Square Feet: 56,651	McAuliffe Elementary School 13540 Prinedale Dr. Woodbridge 22193 Building Square Feet: 59,517
Minnieville Elementary School 13639 Greenwood Dr. Woodbridge 22193 Building Square Feet: 75,070	Montclair Elementary School 4920 Tallowood Dr. Dumfries 22025 Building Square Feet: 70,928	Mountain View Elementary School 5600 McLeod Way Haymarket 20169 Building Square Feet: 73,415
Mullen Elementary School 8000 Rodes Dr. Manassas 20109 Building Square Feet: 82,219	Neabsco Elementary School 3800 Cordell Ave. Woodbridge 22193 Building Square Feet: 76,945	Occoquan Elementary School 12915 Occoquan Rd. Woodbridge 22192 Building Square Feet: 55,225

Old Bridge Elementary School 3051 Old Bridge Rd. Woodbridge 22192 Building Square Feet: 77,804	Pattie Elementary School 16125 Dumfries Rd. Dumfries 22025 Building Square Feet: 69,375	Penn Elementary School 12980 Queen Chapel Rd. Woodbridge 22193 Building Square Feet: 87,542
Piney Branch Elementary School 8301 Linton Hall Rd. Bristow 20136 Building Square Feet: 104,448	Potomac View Elementary School 14601 Lamar Rd. Woodbridge 22191 Building Square Feet: 60,756	River Oaks Elementary School 16950 McGuffeys Trail Woodbridge 22191 Building Square Feet: 80,618
Rockledge Elementary School 2300 Mariner Ln. Woodbridge 22192 Building Square Feet: 64,769	Rosa Parks Elementary School 13446 Princedale Dr. Woodbridge 22193 Building Square Feet: 83,084	Signal Hill Elementary School 9553 Birmingham Dr. Manassas 20111 Building Square Feet: 83,084
Sinclair Elementary School 7801 Garner Dr. Manassas 20109 Building Square Feet: 75,698	Springwoods Elementary School 3815 Marquis Pl. Woodbridge 22192 Building Square Feet: 83,260	Sudley Elementary School 9744 Copeland Dr. Manassas 20109 Building Square Feet: 73,457
Swans Creek Elementary School 17700 Wayside Dr. Southbridge 22026 Building Square Feet: 86,934	T. Clay Wood Elementary School 10600 Kettle Run Rd. Nokesville 20181 Building Square Feet: 104,448	Triangle Elementary School 3615 Lions Field Rd. Triangle 22172 Building Square Feet: 103,679
Tyler Elementary School 14500 John Marshall Hwy. Gainesville 20155 Building Square Feet: 56,560	Vaughan Elementary School 2200 York Dr. Woodbridge 22191 Building Square Feet: 58,967	Victory Elementary School 12001 Tygart Lake Dr. Bristow 20136 Building Square Feet: 89,911
Washington-Reid (Pattie Elementary School Annex) 16108 Dumfries Rd. Dumfries 22026 Building Square Feet: 24,711	West Gate Elementary School 8031 Urbanna Rd. Manassas 20109 Building Square Feet: 59,727	Westridge Elementary School 12400 Knightsbridge Woodbridge 22192 Building Square Feet: 70,559
Williams Elementary School 3100 Panther Pride Dr. Dumfries 22026 Building Square Feet: 83,084	Yorkshire Elementary School 7610 Old Centreville Rd. Manassas 20111 Building Square Feet: 106,614	Innovation Elementary School 8250 Ashton Ave., Manassas, VA 20109 Building Square Feet: 129,833

TRADITIONAL/COMBINED SCHOOLS

Pennington Traditional School 9305 Stonewall Rd. Manassas 20110 Building Square Feet: 58,346	Porter Traditional School 15311 Forest Grove Woodbridge, VA 22191 Building Square Feet: 71,245	The Nokesville School 12375 Aden Rd. Nokesville, VA 20181 Building Square Feet: 141,832
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OTHER CATEGORY SCHOOLS

Independence Nontraditional School 14550 Aden Rd. Manassas, VA 20112 Building Square Feet: 122,850	PACE West (Nontraditional) 14490 John Marshall Highway Gainesville, VA 20155 Building Square Feet: 39,998
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DPA Vendor Instructions

- Page 1: Enter your company legal name as the Provider

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

This Virginia School Data Privacy Agreement ("DPA") is entered into by and between the
Prince William County Public Schools (hereinafter referred to as "Division") and
[redacted] (hereinafter referred to as "Provider") on
[redacted]. The Parties agree to the terms as stated herein.

- Page 2: Section 2; Enter the services your Company provides. You may add additional information in "Exhibit A" on page 11.
- Page 2: Section 3; List the categories of data collected, managed, or shared, and complete Exhibit B on page 12.
- Page 8, Section M, a. Enter designated representative for the Provider for this Agreement.

a. Designated Representatives

The designated representative for the Provider for this Agreement is:

Name: _____
Title: _____
Address: _____
eMail: _____
Phone: _____

- Page 10, Sign, date, print name, and title as the Provider only.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Virginia Student DataPrivacy Agreement as of the last day noted below.

Provider Signature: [redacted]

Date: [redacted] Printed Name: [redacted] Title: [redacted]

Division Signature: _____

Date: _____ Printed Name: Colleen Keener Title: Supervisor of Purchasing

- Page 11, Exhibit A: Complete to provide additional description of services, as needed.
- Page 12-14, Exhibit B: please check any items that apply, if none please initial page 14
- Page 19, Optional: If you wish to allow other school divisions to piggy-back this DPA agreement, you may complete Number 1 on page 19, and the Section below the verbiage "TO ACCEPT THE GENERAL OFFER...". Do not sign number 2, this is for the subscribing division.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

This Virginia School Data Privacy Agreement (“DPA”) is entered into by and between the
 Prince William County Public Schools (hereinafter referred to as “Division”) and
 _____ (hereinafter referred to as “Provider”) on
 _____. The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the Provider has agreed to provide the Division with certain digital educational services (“Services”) as described in Article I and Exhibit “A.”

WHEREAS, in order to provide the Services described in Article 1 and Appendix A, the Provider may receive or create and the Division may provide documents or data that are covered by several federal statutes, among them, the Federal Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g and 34 CFR Part 99, Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6502; Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h; the Individuals with Disabilities Education Act (“IDEA”), 20 U.S.C. §§ 1400 *et. seq.*

WHEREAS, the documents and data transferred from Virginia Divisions and created by the Provider’s Services are also subject to several Virginia student privacy laws, including Code of Virginia § 22.1-289.01. *School service providers; school-affiliated entities; student personal information*; and § 22.1-287.02. *Students' personally identifiable information*;

WHEREAS, the Parties wish to enter into this DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

WHEREAS, the Provider may, by signing the “General Offer of Privacy Terms” (Exhibit “E”), agree to allow other Local Educational Agencies (LEAs) in Virginia the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

1. Purpose of DPA. The purpose of this DPA is to describe the duties and responsibilities to protect Division Data (as defined in Exhibit “C”) transmitted to Provider from the Division pursuant to Exhibit “A”, including compliance with all applicable state privacy statutes, including the FERPA, PPRA, COPPA, IDEA, 603 C.M.R. 23.00, 603 CMR 28.00, and Code of Virginia § 22.1-289.01. *School service providers; school-affiliated entities; student personal information*; and § 22.1-287.02. *Students' personally identifiable information*. In performing these services, to the extent Personally Identifiable Information (as defined in Exhibit “C”) from Pupil Records (as defined in Exhibit “C”) are transmitted to Provider from Division, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the Division. Provider shall be under the direct control and supervision of the Division.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

2. **Nature of Services Provided.** The Provider has agreed to provide the following digital educational services described below and as may be further outlined in Exhibit “A” hereto:

3. **Division Data to Be Provided.** In order to perform the Services described in this Article and Exhibit “A”, Provider shall list the categories of data collected, managed or shared as described below or as indicated in the Schedule of Data, attached hereto as Exhibit “B”:

4. **DPA Definitions.** The definition of terms used in this DPA is found in Exhibit “C”. In the event of a conflict, definitions used this DPA shall prevail over terms used in all the other writings, including, but not limited to, a service agreement, privacy policies or any terms of service.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Division Data Property of Division.** All Division Data, user generated content or any other Pupil Records transmitted to the Provider pursuant to this Agreement is and will continue to be the property of and under the control of the Division, or to the party who provided such data (such as the student, in the case of user generated content.). The Provider further acknowledges and agrees that all copies of such Division Data or any other Pupil Records transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this Agreement in the same manner as the original Division Data or Pupil Records. The Parties agree that as between them, all rights, including all intellectual property rights in and to Division Data or any other Pupil Records contemplated per this Agreement shall remain the exclusive property of the Division. For the purposes of FERPA and state law, the Provider shall be considered a School Official, under the control and direction of the Divisions as it pertains to the use of Division Data notwithstanding the above. The Provider will cooperate and provide Division Data within ten (10) days at the Division’s request. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access.** Provider shall cooperate and respond within ten (10) days to the Division’s request for personally identifiable information in a pupil’s records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Pupil Records of Division Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the Division, who will follow the necessary and proper procedures regarding the requested information.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

3. **Separate Account.** Provider shall, at the request of the Division, transfer Student Generated Content to a separate student account when required by the Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities.
4. **Third Party Request.** Provider shall notify the Division in advance of a compelled disclosure to a Third Party, unless legally prohibited.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions pursuant to this DPA, whereby the Subprocessors agree to protect Division Data in a manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF DIVISION

1. **Privacy Compliance.** Division shall provide data for the purposes of the DPA and any related contract in compliance with the FERPA, PPRA, IDEA, Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities; student personal information; and § 22.1-287.02. Students' personally identifiable information, and all other applicable Virginia statutes.
2. **Parent Notification of Rights.** Division shall ensure that its annual notice under FERPA defines vendors, such as the Provider, as “School Officials” and what constitutes a legitimate educational interest. The Division will provide parents with a notice of the websites and online services under this agreement for which it has consented to student data collection to on behalf of the parent, as permitted under COPPA.
3. **Unauthorized Access Notification.** Division shall notify Provider promptly of any known or suspected unauthorized access. Division will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all Virginia and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, Code of Virginia § 22.1-289.01. and § 22.1-287.02.
2. **Authorized Use.** Division Data shared pursuant to this DPA, including persistent unique identifiers, shall be used for no purpose other than the Services stated in this DPA and as authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Division Data or any portion thereof, including without limitation, any Division Data, metadata, user content or other non-public information and/or personally identifiable information contained in the Division Data, without the express written consent of the Division, unless it fits into the de-identified information exception in Article IV, Section 4, or there is a court order or lawfully issued subpoena for the information.
3. **Employee Obligations.** Provider shall require all employees and agents who have access to Division data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.
4. **Use of De-identified Information.** De-identified information, as defined in Exhibit “C”,

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). The Provider and Division agree that the Provider cannot successfully de-identify information if there are fewer than twenty (20) students in the samples of a particular field or category of information collected, i.e., twenty students in a particular grade, twenty students of a particular race, or twenty students with a particular disability. Provider agrees not to attempt to re-identify de-identified Division Data and not to transfer de-identified Division Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the Division who has provided prior written consent for such transfer.

5. **Disposition of Data.** Upon written request and in accordance with the applicable terms in subsections below, Provider shall dispose or delete all Division data obtained under this agreement when it is no longer needed for the purposes for which it was obtained. Disposition will include (1) the shredding of any hard copies of any Division data, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the service agreement authorizes provider to maintain Division data obtained under the service agreement beyond the time reasonably needed to complete the disposition. Provider shall provide written notification when the division data has been disposed. The duty to dispose of Division data shall not extend to data that has been de-identified or placed in a separate student account, pursuant to the terms of the agreement. The division may employ a request for return or deletion of Division data form, a copy of which is attached hereto as exhibit D. Upon receipt of a request from the division, the provider will immediately provide the division with any specified portion of the division data within ten (10) calendar days of the receipt of said request.
- a) **Partial Disposal During the Term of Service Agreement.** Throughout the term of the service agreement, Division may request partial disposal of Division data obtained under the service agreement that is no longer needed. Partial disposal of data shall be subject to Division's request to transfer data to a separate account, pursuant to Article II Section 3, above.
- b) **Complete Disposal upon Termination of Service Agreement.** Upon termination of the service agreement Provider shall dispose or securely destroy all Division data obtained under the service agreement. Prior to the disposal of the data, Provider shall notify Division in writing of its option to transfer data to a separate account, pursuant to Article 2, Section 3, above. In no event shall the Provider dispose of data pursuant to this provision unless and until provider has received affirmative written confirmation from Division that data will not be transferred to a separate account.
6. **Advertising Prohibition.** Provider is prohibited from using or selling Division Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing or advertising efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to Client; or (d) use the Division Data for the development of commercial products or services, other than as necessary to provide the Service to the Client. This section does not prohibit Provider from generating legitimate personalized learning recommendations or other

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

activities permitted under Code of Virginia § 22.1-289.01.

7. **Penalties.** The failure to comply with the requirements of this agreement could subject Provider and any third party to all allowable penalties assessable against Provider under state and federal law. In the event the Family Policy Compliance Office of the U.S. Department of Education determines that Provider improperly disclosed personally identifiable information obtained from the Division's education records, the Division may not allow Provider access to the Division's education records for at least five years.

ARTICLE V: DATA PROVISIONS

1. **Data Security.** The Provider agrees to maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information and makes use of appropriate administrative, technological, and physical safeguards. The general security duties of Provider are set forth below. These duties shall include, but are not limited to:
 - a. **Passwords and Employee Access.** Provider shall secure and manage usernames, passwords, and any other means of gaining access to the Services or to Division Data, at levels suggested by NIST SP800-171 (Password complexity, encryption, and re-use), NIST SP800-53 (IA control Family), and NIST 800-63-3 (Digital Identity), and NIST SP800-63B (Authenticator and Verifier Requirements) or equivalent industry best practices.
 - b. **Security Protocols.** Both parties agree to maintain security protocols that meet industry best practices in the collection, storage or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the DPA in a secure computer environment.
 - c. **Provider Employee Training.** The Provider shall provide annual security training to those of its employees who operate or have access to the system.
 - d. **Security Technology.** When the service is accessed using a supported web browser, FIPS 140-2 validated transmission encryption protocols, or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall follow National Institute of Standards and Technology (NIST) 800- 171, or equivalent industry best practices.
 - e. **Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner. Upon Division's written request, Service Provider shall make the results of findings available to the Division. The Division shall treat such audit reports as Provider's Confidential Information under this Agreement.
 - f. **Backups and Audit Trails, Data Authenticity and Integrity.** Provider will take reasonable measures, including all backups and audit trails, to protect Division Data against deterioration or degradation of data quality and authenticity. Provider shall be responsible for ensuring that Division Data is retrievable in a reasonable format.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

g. Subprocessors Bound. Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Division Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.

2. Unauthorized Access or Data Breach. In the event that Division Data are reasonably believed by the Provider or school division to have been disclosed (lost, accessed or obtained) in violation of the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) or other federal or state law applicable to such information accessed or obtained by an unauthorized individual, Provider shall follow the following process:

- a. provide immediate notification to Division upon verification of the incident and allow the Division or its authorized representatives to fully participate in the investigation of the incident.
- b. notification will be provided to the contact(s) identified in ARTICLE VII, N: Notice, and sent via email and postal mail. Such notification shall include:
 - i. date, estimated date, or date range of the loss or disclosure;
 - ii. Division data that was or is reasonably believed to have been lost or disclosed;
 - iii. remedial measures taken or planned in response to the loss or disclosure.
- c. immediately take action to prevent further access;
- d. take all legally required, reasonable, and customary measures in working with Division to remediate the breach, which may include toll free telephone support with informed customer services staff to address questions by affected parties and/or provide monitoring services if necessary given the nature and scope of the loss or disclosure;
- e. cooperate with Division efforts to communicate to affected parties;
- f. provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by Division. If Division requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by Division, Provider shall reimburse Division for costs incurred to notify parents/families of a breach not originating from Division's use of the Service;
- g. the Provider shall indemnify and hold harmless the Division from and against any loss, claim, cost (including attorneys' fees) or damage of any nature arising from or in connection with the breach by the Provider or any of its officers, directors, employees, agents or representatives of the obligations of the Provider's or its Authorized Representatives under this provision or under a Confidentiality Agreement, as the case may be.

ARTICLE VI: GENERAL OFFER OF PRIVACY TERMS

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

The Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer attached hereto as Exhibit “E”), be bound by the terms of this DPA to any other Division who signs the acceptance in said Exhibit. The Form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

- A. **Term**. The Provider shall be bound by this DPA for so long as the Provider maintains or possesses any Division data.
- B. **Termination**. In the event that either party seeks to terminate this DPA, they may do so by mutual written consent and as long as any service agreement or terms of service, to the extent one exists, has lapsed or has been terminated. The Division may terminate the DPA and any service agreement or contract in the event of a material breach of the terms of this DPA.
- C. **Data Transfer Upon Termination or Expiration**. Provider will notify the Division of impending cessation of its business and any contingency plans. Provider shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the Division. As mutually agreed upon and as applicable, Provider will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the Division, all such work to be coordinated and performed in advance of the formal, transition date.
- D. **Effect of Termination Survival**. If the DPA is terminated, the Provider shall destroy all of Division’s data pursuant to Article V, section 5(b). The Provider’s obligations under this agreement shall survive termination of this Agreement until all Division Data has been returned or Securely Destroyed.
- E. **Priority of Agreements**. This DPA supersedes all end user and “click-thru” agreements. In the event there is conflict between the terms of the DPA and any other writing, such as service agreement or with any other bid/RFP, terms of service, privacy policy, license agreement, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of any other agreement shall remain in effect.
- F. **Amendments**: This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties
- G. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
- H. **Governing Law; Venue and Jurisdiction**. This agreement will be governed by and

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

construed in accordance with the laws of the state of Virginia, without regard to conflicts of law principles. Each party consents and submits to the sole and exclusive jurisdiction to the state and federal courts for the county of the initial subscribing division or the division specified in Exhibit "E" as applicable, for any dispute arising out of or relating to this agreement or the transactions contemplated hereby.

- I. Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Division Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Division Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Division Data and portion thereof stored, maintained or used in any way.
- J. Waiver.** No delay or omission of the Division to exercise any right hereunder shall be construed as a waiver of any such right and the Division reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
- K. Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.
- L. Electronic Signature:** The parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with Virginia and Federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature.
- M. Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the designated representatives before:

a. Designated Representatives

The designated representative for the Provider for this Agreement is:

Name: _____
Title: _____
Address: _____
eMail: _____
Phone: _____

The designated representative for the Division for this Agreement is:

Name: Colleen Keener
Title: Supervisor of Procurement
Address: PO Box 389, Manassas, VA 20108

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

eMail: keenercl@pwcs.edu
Phone: 703-791-8738

- b. Notification of Acceptance of General Offer of Terms.** Upon execution of Exhibit “E” General Offer of Terms, subscribing Division shall provide notice of such acceptance in writing and given by personal delivery or email transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below the designated representative for the notice of acceptance of the general offer of privacy terms is named title contact information.

Name: _____
Title: _____
Address: _____
eMail: _____
Phone: _____

[Signature Page Follows]

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Virginia Student DataPrivacy Agreement as of the last day noted below.

Provider Signature:_____

Date:_____Printed Name:_____Title:_____

Division Signature: _____

Colleen Keener Supervisor of Procurement

Date:_____Printed Name: _____Title:_____

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT “A”

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT “B”

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	<input type="checkbox"/>
	Other application technology meta data- Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications that are captured (emails, blog entries)	<input type="checkbox"/>

Conduct	Conduct or behavioral data	
Demographics	Date of Birth	<input type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>
	Language information (native, preferred or primary language spoken by student)	<input type="checkbox"/>
Enrollment	Other demographic information- Please specify:	<input type="checkbox"/>
	Student school enrollment	<input type="checkbox"/>
	Student grade level	<input type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information- Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

Parent/ Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/ Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts /health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/ foster care)	<input type="checkbox"/>
	Other indicator information- Please specify:	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID	<input type="checkbox"/>

	number	
	State ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input type="checkbox"/>
Student In App Performance	Program/appli- cation performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures etc.	<input type="checkbox"/>
	Other student	<input type="checkbox"/>

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

	work data - Please specify:	
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/performance scores	<input type="checkbox"/>
	Other transcript data -Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>

	Other transportation data -Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored or collected by your application	<input type="checkbox"/>

No Student Data Collected at this time ☐.
 *Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT “C”

DEFINITIONS

Data Breach means an event in which Division Data is exposed to unauthorized disclosure, access, alteration or use.

Division Data includes all business, employment, operational and Personally Identifiable Information that Division provides to Provider and that is not intentionally made generally available by the Division on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student, employees, and personnel data, user generated content and metadata but specifically excludes Provider Data (as defined in the Contract).

De-Identifiable Information (DII): De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information (“PII”) from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them. Anonymization or de-identification should follow guidance equivalent to that provided by U.S Department of Education publication “Data De-identification: An Overview of Basic Terms” or NISTIR Special Publication (SP) 8053 De-Identification of Personally Identifiable Information. The Provider’s specific steps to de-identify the data will depend on the circumstances, but should be appropriate to protect students. Some potential disclosure limitation methods are blurring, masking, and perturbation. De-identification should ensure that any information when put together cannot indirectly identify the student, not only from the viewpoint of the public, but also from the vantage of those who are familiar with the individual. Information cannot be de-identified if there are fewer than twenty (20) students in the samples of a particular field or category, *i.e.*, twenty students in a particular grade or less than twenty students with a particular disability.

Indirect Identifiers: Any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty.

Personally Identifiable Information (PII): The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, student data, staff data, parent data, metadata, and user or pupil-generated content obtained by reason of the use of Provider’s software, website, service, or app, including mobile apps, whether gathered by Provider or provided by Division or its users, students, or students’ parents/guardians, including “directory information” as defined by §22.1-287.1 of the Code of Virginia“.

PII includes, without limitation, at least the following:

- Staff, Student or Parent First, Middle and Last Name
- Staff, Student or Parent Telephone Number(s)
- Discipline Records
- Special Education Data
- Grades
- Criminal Records

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

- Health Records
- Biometric Information
- Socioeconomic Information
- Political Affiliations
- Text Messages
- Student Identifiers Photos
- Videos
- Grade
- Home Address Subject
- Email Address
- Test Results
- Juvenile Dependency Records Evaluations
- Medical Records
- Social Security Number
- Disabilities
- Food Purchases
- Religious Information Documents
- Search Activity
- Voice Recordings
- Date of Birth
- Classes
- Information in the Student's Educational Record
- Information in the Student's Email

Provider: For purposes of the DPA, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records.

Pupil Generated Content: The term “pupil-generated content” means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by Division and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational Division employee.

Securely Destroy: Securely Destroy means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards of Technology (NIST) SP 800-88 Appendix A guidelines relevant to sanitization of data categorized as high security. All attempts to overwrite magnetic data for this purpose must utilize DOD approved methodologies.

School Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

Student Data: Student Data includes any data, whether gathered by Provider or provided by Division or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information.

Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of Virginia and Federal laws and regulations. Student Data as specified in Exhibit B is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services. Anonymization or de-identification should guidance equivalent to that provided by U.S Department of Education publication "Data De-identification: An Overview of Basic Terms" or NISTIR Special Publication (SP) 8053 De-Identification of Personally Identifiable Information.

Student Generated Content: Alternatively known as user-created content (UCC), is any form of content, such as images, videos, text and audio, that have been created and posted by student users on online platforms.

Subscribing Division: A Division that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than Division or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Third Party: The term "Third Party" means an entity that is not the Provider or Division.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

[Name or Division or Division] directs [Name of Company] to dispose of data obtained by Provider pursuant to the terms of the DPA between Division and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

- ☐ Disposition is Complete. Disposition extends to all categories of data.
- ☐ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:
[Insert categories of data]

2. Nature of Disposition

- ☐ Disposition shall be by destruction or secure deletion of data.
- ☐ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[Insert or attach special instructions.]

3. Timing of Disposition

Data shall be disposed of by the following date: As soon as commercially practicable

By Insert Date

4. Signature of Authorized Representative of Division

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

5. Verification of Disposition of Data

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

OPTIONAL: EXHIBIT “E” GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and the Division to any other school division (“Subscribing Division”) who accepts this General Offer through its signature below. The Provider agrees that the information on the next page will be replaced throughout the Agreement with the information specific to the Subscribing Division filled on the next page for the Subscribing Division. This General Offer shall extend only to privacy protections and Provider’s signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing Division may also agree to change the data provided by Division to the Provider to suit the unique needs of the Subscribing Division. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or (3) after three years from the date of Provider’s signature to this form. Provider shall notify the Division in the event of any withdrawal so that this information may be transmitted to the Subscribing Divisions.

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

2. Subscribing Division

A Subscribing Division, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing Division’s individual information is contained on the next page. The Subscribing Division and the Provider shall therefore be bound by the same terms of this DPA.

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

**TO ACCEPT THE GENERAL OFFER THE SUBSCRIBING DIVISION MUST
DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED
BELOW**

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

Email Address: _____



July 2, 2025

Follett Content Solutions, LLC
1340 Ridgeview Dr
McHenry, IL 60050

Attention: Claire Bremner, Outside Sales Consultant

Reference: PWCS Contract # R-AW-25010 (Library Books, Serials, and Databases)

Dear Claire Bremner:

Contract Acceptance Agreement

PWCS Contract # R-AW-25010-09 (Library Books, Serials, and Databases)

By their signatures to this Contract Acceptance Agreement, the undersigned parties acknowledge that they have entered into a Contract upon the terms and conditions referenced herein for the procurement of items specified in Lots 1, 2, and 3 of the IFB (R-AW-25010), including print library materials, electronic publications, and databases for Prince William County Public Schools (PWCS). This is a requirements-based, indefinite quantity contract under which PWCS is awarding the option to purchase goods and services as needed. No specific quantities are represented or guaranteed, and PWCS provides no guarantee of participation by individual schools or departments. The period of the contract is from **the date of award through May 31, 2030**, with the option to renew for one (1) additional five-year period, upon mutual written consent of the parties to the contract.

Entire Agreement. The following contract documents (collectively, the "Contract Documents") set forth the entire contractual agreement between the parties, and are no promises, terms, conditions, or obligations other than those expressly set forth within the Contract Documents relating to PWCS's purchase from Contractor of the goods or services that are the subject of this contract. The Contract Documents are listed below in order of precedence:

1. This signed Contract Acceptance Agreement, R-AW-25010-09, and future modifications;
2. PWCS Invitation for Bid #R-AW-25010, dated March 21, 2025, and Addendum No. 1, dated April 1, 2025, with the following modifications:
 - a. **Amend sub-section 8.18 (SOFTWARE UPGRADES) of the Special Terms and Conditions (IFB Section 8), to read:** PWCS shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the Contractor. The maximum charge for the upgrade shall not exceed the total difference between the cost of PWCS current Version and the price the contractor sells or licenses the upgraded software under similar circumstances.
 - b. **Amend sub-section 8.20 (TITLE TO SOFTWARE) of the Special Terms and Conditions (IFB Section 8), to read:** The contractor represents and warrants that it is the sole owner of the software or, if it is not the owner, that it has received all legally required authorizations from the owner to license the software, has full power to grant the rights required by this contract, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of any person or organization.

PURCHASING OFFICE

3. Contractor's Bid response dated April 10, 2025 and Addendum No. 1, dated April 1, 2025;
4. Contractor's Pricing Schedule dated April 10, 2025 (Attachment A);
5. Contractor's Certificate of Insurance (COI), and as periodically updated hereafter;
6. Contractor's Future Quote/Proposal, if applicable. (Note: **R-AW-25010-09**;

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This is an indefinite goods and services contract. This Acceptance Agreement does not constitute an order. PWCS authorized individuals will place orders via a PWCS-issued Purchase Order for specific goods and services covered by this contract as requirements arise. No purchase order issued by PWCS subsequent to this Agreement, nor any order, quote, or other document utilized by the Contractor, shall include or impose any terms extraneous to the Contract Documents referenced herein.

All questions regarding this contract should be directed to the Contract Administrator, Amie Wensel, at (703) 791-8596, or via email at wenselal@pwcs.edu.

Follett Content Solutions, LLC:



Signed: 7/2/2025


Legally Authorized Signature

r r Dr r

Print Name and Title

Date

Prince William County Public Schools:




Colleen Keener, NIGP-CPP, CPPB, CPCP, VCO, VCA
 Supervisor of Purchasing

07/02/2025

Date

Attachments:
 Attachment A – Contractor's Pricing Schedule dated April 10, 2025



BB

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PRICING SCHEDULE
SOLICITATION R-AW-25010 - LIBRARY BOOKS, SERIALS, AND DATABASES

Lot 1: Printed Publications and Non-Print Library Materials
Refer to Minimum requirements listed in Section 7.5 of the IFB
Lot 1: Printed Publications

Books are to be shelf ready, including affixing the bar code to the book, mylar covers taped on all titles with dust covers, pockets to be provided if needed, spine label with clear protective label cover, no catalog cards and MARC record and all field tags to be provided as specified in Section 7.5.2 electronically, in accordance with individual school specifications.

All discounts shall include all shipping charges to PWCS except when use of PWCS UPS account. All materials shipped to PWCS must be shipped FOB DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order and include inside delivery.

ITEM	Lot 1 CATEGORY	% DISCOUNT OFF CATALOG	VOLUME PRICING - PRICE BREAKS FOR SINGLE TITLE	CATALOG NAME/NUMBER AND ANY ADDITIONAL INFORMATION
1	Printed Publications	NO BID		
2	Periodicals	NO BID		
3	Print and Electronic Package Bundle (if also awarded Lot 2)	NO BID		
4	Other:	NO BID		

Printed Publication Pricing Notes: Follett does not currently offer Publications.

Periodical Pricing Notes: Follett does not currently offer Periodicals.

Lot 1: Non-Print Library Materials

ITEM	Lot 1 CATEGORY	% DISCOUNT OFF CATALOG	VOLUME PRICING - PRICE BREAKS FOR SINGLE TITLE	CATALOG NAME/NUMBER AND ANY ADDITIONAL INFORMATION
5	Audiobooks - Abridged & Unabridged	10% discount on Print. 5% rebate on purchases after \$350,000 in total library spend		www.titlewave.com
6	Other:			

Non-Print Library Materials Pricing Notes:

Lot 1: Optional Products and Services

ITEM	Lot 1 CATEGORY	% DISCOUNT OFF CATALOG	VOLUME PRICING - PRICE BREAKS FOR SINGLE TITLE	CATALOG NAME/NUMBER AND ANY ADDITIONAL INFORMATION/DESCRIPTIONS
7	Books processed as required above with the addition of adding security strips included in for both Checkpoint and 3M security systems.	10% discount on Print. 5% rebate on purchases after \$350,000 in total library spend		www.titlewave.com
8	Security Tape	0%		https://follett12.link/5v5
9	RFID	0%		https://follett12.link/5v5
10	Standard C&P + AR Label + 2nd Barcode + genre label + custom barcode placement	No Charge		https://follett12.link/5v5

Optional Products and Services Pricing Notes: Follett can provide most RFID requests. Inquire about pricing when needed. Security Tape pricing is

Lot 1: ADDITIONAL DISCOUNTS

Volume Price Breaks	Percentage Discount
\$5,000.00 - \$9,999.99	
\$10,000.00 - \$14,999.99	
\$15,000.00 - \$22,499.99	
\$23,500.00 - \$29,999.99	
\$30,000.00 - \$39,999.99	
\$40,000.00 - \$49,999.99	
\$50,000.00 - \$62,499.99	
\$62,500.00 - \$75,999.99	
\$76,000.00 - and above	

Lot 2: Electronic Publications
Refer to Minimum requirements listed in Section 7.6 of the IFB

Lot 2: eBooks

ITEM	Lot 2 CATEGORY	DISCOUNT OFF CATALOG: SUBSCRIPTION OR TIME- DEFINED LICENSE (%)	DISCOUNT OFF CATALOG: PERPETUAL ACCESS PURCHASE (%)	CATALOG NAME/NUMBER AND ANY ADDITIONAL INFORMATION
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1	eBook (Electronic Publications)	10%* discount on Print. 5% rebate on purchases after \$350,000 in total library spend	10%* discount on Print. 5% rebate on purchases after \$350,000 in total library spend	www.titlewave.com
2	Print and Electronic eBook Package Bundle (if also awarded Lot 1)	NO BID	NO BID	NO BID
3	Other:			
eBook Pricing Notes:*10% discount does not apply to Follett's 90 day eBooks.				
Lot 2: Periodicals				
ITEM	Lot 2 CATEGORY	DISCOUNT OFF CATALOG (%)	MAXIMUM SERVICE CHARGE (%)	CATALOG NAME/NUMBER AND ANY ADDITIONAL INFORMATION
4	Electronic Periodicals	NO BID	NO BID	NO BID
5	Print and Electronic Periodical Package Bundle (if also awarded Lot 1)	NO BID	NO BID	NO BID
6	Other:			
Periodicals Pricing Notes:Follett does not currently offer Periodicals.				

Lot 2: ADDITIONAL DISCOUNTS	
Volume Price Breaks	Percentage Discount
\$5,000.00 - \$9,999.99	
\$10,000.00 - \$14,999.99	
\$15,000.00 - \$22,499.99	
\$23,500.00 - \$29,999.99	
\$30,000.00 - \$39,999.99	
\$40,000.00 - \$49,999.99	
\$50,000.00 - \$62,499.99	
\$62,500.00 - \$75,999.99	
\$76,000.00 - and above	

Lot 3: Databases					
Refer to Minimum requirements listed in Section 7.7 of the IFB					
Product Code/SKU (if applicable)	Database Name/Description	Catalog Price	% Discount	Net Price	CATALOG NAME/NUMBER AND ANY ADDITIONAL INFORMATION
	ABC Clio	tiered pricing based on number of students	0.00%		https://www.titlewave.com/search?noideid=301272&directlogin=Y
	Abdo Zoom	\$295.00	0.00%		https://www.follettcontent.com/school/learning-materials/digital-content/educational-databases
	Rosen Digital	tiered pricing based on number of students	0.00%		https://www.follettcontent.com/school/learning-materials/digital-content/educational-databases
	Corinth	tiered pricing based on number of students	0.00%		https://www.follettcontent.com/school/learning-materials/digital-content/educational-databases
	Prefernce Point Press - exploring issues	\$295.00	0.00%		https://www.follettcontent.com/school/learning-materials/digital-content/educational-databases
	Tumble Books	tiered based on subject	0.00%		https://www.follettcontent.com/school/learning-materials/digital-content/educational-databases
Lot 3: Additional Discounts or Ordering Information Notes					

Record of Signing

For
Name
Title



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Signing date: 7/2/2025
IP Address: 66.9.164.146
Email: seisenhauer@follettcontent.com



Concord - Document ID: 030cWDWnplKJ82vMjlGV0D

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Contract_R-AW-25010-09_Library Books, Serials, & Databases_Follett Content Solutions LLC_Vendor Signed


Final Audit Report


2025-07-03


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By:	Amie Wensel (WenselAL@pwcs.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAu8ZpQ63qi7G0Hb5lZp5XrJGrlw13vEDz


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