

FAUQUIER COUNTY PUBLIC SCHOOLS

Contract # 26-060-S-R

Riding Prince William County Public Schools (Contract R-TC-17012)

Tel/Logic-d.b.a. E-Rate Central

This Agreement is made and entered into this 23 day of September 2025, by the Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" and **Tel/Logic-d.b.a E-Rate Central**, having its principal place of business at 400 Post Avenue, Suite 410, Westbury, NY 11590, 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 Consultant Services to Support E-rate Program.


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 August 30, 2026 with zero renewals.

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) PWCPS RFP U-TC-002-17 for Consultant Services to Support E-rate Program dated July 14, 2016, inclusive of any attachment and addendums; and
- (4) PWCPS Contract R-TC-17012 dated October 20, 2016, inclusive of all modifications and any documents included or 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.

	Tel/Logic-dba E-rate Central		Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia
By:	Julieanne Himsworth, Ed.D.	By:	
Title:	Procurement Specialist	Title:	Procurement Director
Date:	September 23, 2025	Date:	9/23/2025

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.
- 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.
 - 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.
 - 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.



REQUEST FOR PROPOSAL

ISSUE DATE: July 14, 2016

RFP # U-TC-002-17

TITLE: Consultant Services to Support E-rate Program

Sealed proposals must be received and time stamped in **prior to 2:00 PM, August 9, 2016**. Offerors are responsible for ensuring that the Purchasing Office receives their proposal submission by the deadline indicated. The time a proposal is received shall be determined by the time stamped by the time clock in the Purchasing Office. **Proposals received after the stated due date and time shall not be considered.**

A Pre-proposal Conference will **NOT** be held for this procurement.

All questions/requests for information must be submitted in writing, addressed to: Prince William County Schools Purchasing Office, ATTN: RFP No. U-TC-002-17, 14715 Bristow Road, Manassas, VA 20112 and to be assured consideration, must be received prior to **4:30 PM, on July 27, 2016**. Questions may be submitted by fax to (703) 791-8610, or email to **Anthony E. Crosby, Administrative Coordinator** (crosbyae@pwcs.edu). After reviewing any questions/requests submitted, the PWCS Purchasing Office will issue an addendum to respond to items it deems necessary. Changes to this RFP will be made only by written addendum issued by the PWCS Purchasing Office.

**PROPOSALS MAILED SHALL BE SENT
DIRECTLY TO:**

Prince William County Public Schools
Attn: Purchasing Office
Financial Services/Purchasing Room #1500
RFP #U-TC-002-17
P.O. Box 389
Manassas, VA 20108

**PROPOSALS HAND DELIVERED AND/OR
EXPRESS COURIER SERVICES SHALL BE
DELIVERED TO:**

Prince William County Public Schools
Attn: Purchasing Office
RFP #U-TC-002-17
14715 Bristow Road
Manassas, VA 20112
Attn: Financial Services/Purchasing Room #1500

Addendum No. ____ Date: _____ Addendum No. ____ Date: _____ Addendum No. ____ Date: _____

Information the offerors deems proprietary is to be included in the proposal in the separate section of the proposal identified and included in (TAB 7) of the proposal response. See Proposal Submission Requirements, Section 6.10 in this RFP for additional information.

Proprietary Information Enclosed: ____ YES ____ NO

All proposed exceptions to this RFP, and any proposed changes to the contract documents or terms and conditions, are to be included in (TAB 8) of the proposal response. See Proposal Submission Requirements Section 6.12 in this RFP for additional information.

Proposed Exceptions to the RFP: ____ YES ____ NO

INCLUDE PAGE 1 OF THIS RFP AS THE FIRST PAGE OF YOUR PROPOSAL RESPONSE

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1. **PURPOSE:**

The Purpose and Intent of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to establish a firm fixed-price term contract through competitive negotiations for the acquisition of **Consultant Services to Support E-rate Program** for Prince William County Public Schools, herein referred to as PWCS, in accordance with the statement of needs, terms and conditions stated herein.

2. **BACKGROUND**

- 2.1 The schools and libraries universal service support program, commonly known as the E-rate program, helps schools and libraries to obtain affordable broadband. The E-rate program is administered by the Universal Service Administrative Company under the direction of the FCC. Specifically, USAC is responsible for processing the applications for support, confirming eligibility, and reimbursing service providers and eligible schools and libraries for the discounted services. USAC also ensures that the applicants and service providers comply with the E-rate rules and procedures established by the Commission.
- 2.2 On December 11, 2014, the FCC took the next step in modernizing the E-rate program, by adopting the [Second E-rate Modernization Order \(https://www.fcc.gov/document/fcc-continues-e-rate-reboot-meet-nations-digital-learning-needs\)](https://www.fcc.gov/document/fcc-continues-e-rate-reboot-meet-nations-digital-learning-needs), see [Order Summary \(https://www.fcc.gov/general/summary-second-e-rate-modernization-order\)](https://www.fcc.gov/general/summary-second-e-rate-modernization-order), which sets out to maximize options for schools and libraries seeking to purchase high-speed broadband and adjusting the E-rate spending cap.
- 2.3 Prince William County Public Schools is located in northern Virginia approximately 35 miles southwest of Washington D.C. and 80 miles north of Richmond, Virginia. The county encompasses 348 square miles and stretches from the Potomac River to the Bull Run Mountains.

PWCS enrollment on September 30, 2015 was 87,253 pupils, making it the second largest of 138 school divisions in the Commonwealth of Virginia. The school division is growing at a rate of more than 1,000 students per year. There are currently 59 elementary schools, 16 middle schools, 12 high schools, 3 special education schools, 2 alternative education schools and 3 combined schools.

3. **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:

- 3.1. **CONTRACT ADMINISTRATOR:** As the Contract Administrator, the following individual, or his/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.

Anthony E. Crosby, CPPO, Administrative Coordinator,
Phone: (703) 791-8738 or E-mail: crosbyae@pwcs.edu

- 3.2. **TECHNICAL POINT OF CONTACT:** The following individual, or his/her designee, shall work directly with the Contractor in scheduling, coordinating work, and providing general direction under the resulting contract:

Chris Hinzman, Supervisor, Network Services and Architecture,
Phone: (703) 791-8732 or Email: hinzmancs@pwcs.edu

4. **STATEMENT OF NEEDS**

The scope of services consists of the following:

- 4.1. It is required that the successful offeror's core business is to maintain an in-depth knowledge of the E-rate application rules, contracting requirements, E-rate products and services eligibility lists, electronic filing process on USAC's website, thorough knowledge of Modernization Order 2014, provide E-rate application services and technical support to school system clients, etc. Responses to the mandatory requirements must be outlined in detail in the offeror's response.
- 4.2. Provide overview of how offeror shall submit all required documentation to receive the optimal amount of E-Rate funding reimbursement possible to offset the cost associated with PWCS technology projects.
- 4.3. Provide a comprehensive overview and understanding of the E-rate schedule and reimbursement criteria critical to optimizing reimbursements.
- 4.4. Full Comprehensive Consulting and Support Services to include but not limited to the following tasks (See Attachment A, Proposed Cost, Item 1):
 - 4.4.1. Assisting with interpretation of E-rate eligible service, and guidance with participant's strategy for utilizing E-Rate funds.
 - 4.4.2. Project management of all activities leading up to the E-Rate application process, the process itself, and all subsequent actions related to the process.
 - 4.4.3. Timely preparation and submission of all required forms.
 - 4.4.4. Effectively advocate for the Member on all appeals and related SLD (Schools and Library Division) correspondence.
 - 4.4.5. Provide assistance with interpreting of E-rate eligible services and provide guidance to PWCS staff in deciding the products and services for which E-rate will be filed. The E-rate consultant shall provide guidance in meeting E-rate procurement guidelines and will coordinate with the selected vendors.
 - 4.4.6. Provide project management of all activities leading up to the E-Rate application process, the process itself, and all subsequent actions related to the process. The E-rate consultant will be responsible for notifying PWCS staff of all upcoming deadlines and how deadlines will be met.
 - 4.4.7. Assist in finalizing solicitation for eligible services, as required, and use of Cooperative contracts for procurements where applicable.
 - 4.4.8. Prepare, verify, and submit on time all E-rate documents (Forms 470, 471, 472, 474, 486, etc.) with minimal assistance from PWCS personnel. This is not merely an advisory role with PWCS staff performing the administrative tasks.
 - 4.4.9. Ensure all deadlines regarding application, submission of forms or information and funding are met.
 - 4.4.10. Provide support in responding to any information requests pertaining to applications (including, but not limited to, those functions related to Program Integrity Assurance and Selective Review). The E-rate consultant will review the request, and guide PWCS staff as to the exact information to gather in response. The E-rate consultant will draft any correspondence required, which will be reviewed and submitted in a collaborative manner.

- 4.4.11. Prepare any appeals that are necessary in response to applications submitted by the E-rate consultant and any outstanding appeals from previous years.
- 4.4.12. Coordinate as necessary with vendors used in the E-rate application process. This includes facilitating the receipt of all information needed from vendors for the E-rate filing process.
- 4.4.13. Include costs for all services in this proposal. Any additional cost resulting from any part of the E-rate process must be clearly noted in this proposal.
- 4.4.14. E-rate consultant must provide a list of school districts that they have served compatible to the size of PWCS.
- 4.4.15. E-rate consultant must provide demonstrated knowledge of Internal Connection, Internet Service, Wired and Wireless Telecommunications categories.
- 4.4.16. Interpret rules and guidelines to include FCC updates and changes.
- 4.4.17. Review and provide assistance with development of any solicitation documents and ensuring their E-rate compliance.
- 4.4.18. Shall transform PWCS supplied enrollment and school lunch participation data into the correct information format required for E-rate applications. An explanation of how this is accomplished with current clients is required in the proposal.
- 4.5. Provide consulting services related to the E-rate program, on an as-needed basis. Contractor shall provide all the technical advice and guidance needed to be successful in taking full advantage of this federal program. Consulting services will be calculated on an hourly basis (See Attachment A, Proposed Cost, Item 2).
- 4.6. Offerors are highly encouraged to include in their proposal a description of any significant task not listed in the Scope of Services which they know to be necessary under the proposed contract.
- 4.7. PWCS may add to the Scope of Services or make changes in the Scope of Services for services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon. The change must be approved by the Supervisor of Purchasing and a Contract Modification issued by the Purchasing Office to change the contract.

5. **PROPOSED SCHEDULE OF IMPLEMENTATION**

<u>Date</u>	<u>Schedule of Items</u>
July 13, 2016	Issue Request for Proposals
July 27, 2016	Questions/Inquiries Must Be Submitted By 4:00 PM
August 9, 2016	Proposals Due Prior to 2:00 PM
August 18, 2016	Discussions with Selected Offerors
August 30, 2016	Award of Contract

6. **PROPOSAL SUBMISSION REQUIREMENTS**

- 6.1. One **(1) complete original proposal** (hardcopy, marked as “**Original**”).
- 6.1. Three **(3) copies** of the complete proposal (**PDF format**) on **CD-ROM**.
- 6.2. One (1) “**REDACTED COPY**” (**PDF format**) on **CD-ROM** that reflects the removal of all proprietary items. Said PDF document shall be **clearly marked as “REDACTED COPY.”**
- 6.3. One (1) **hard copy** that reflects the **removal of all proprietary items**. Said copy shall be **clearly**

marked as “**REDACTED COPY.**”

6.4 **Three (3) copies** of the complete proposal (**hardcopy**).

6.5 If there is no proprietary information in the proposal, Offeror must check on page one of the coversheets and the submission of “REDACTED COPIES” is not required.

6.6 Submit proposals in sealed envelopes or sealed boxes, and label as indicated below. Offerors are responsible for having their proposal stamped by Purchasing Office staff before the deadline for receipt of proposals. PWCS will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, PWCS will notify the Offerors of the deficiency and request that the appropriate number of copies be delivered by the end of the next two business days. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for PWCS to reject such proposals. Electronic or facsimile submission of proposals is not acceptable and any such proposals will not be considered. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit proposals.

6.6.1 Identification of Proposal Envelope/Package: The signed proposal should be returned in a sealed envelope or package, sealed, addressed as directed on the Cover Page, and identified as follows:

From:	_____	_____	_____
	Name of Offeror	Due Date	Due Time
	_____	_____	_____
	Street or Box Number	RFP Number	RFP Title
	_____	_____	_____
	City	State, Zip Code	Name of Contract Administrator

6.7 Proposals having any erasures or corrections must be initialed by the offeror in ink.

6.8 PWCS will not be responsible for any expense incurred by any offeror in preparing and submitting a proposal.

6.9 Use of Information and Documents

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

6.10 Submission of Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke these protections upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. [Virginia Code Section 2.2-4342(F)]. **Offerors shall submit, in a separate section of the proposal, any information considered by the offeror to be trade secrets or proprietary information, shall clearly identify the information as trade secrets or proprietary information and shall state the reason why**

protection is necessary. Offerors may not declare the entire proposal proprietary nor may they declare proposed pricing to be proprietary. References may be made within the body of the proposal to proprietary or trade secret information (TAB 6); however all information contained within the body of the proposal not in the separate section labeled proprietary shall be public information.

6.11 Mandatory Provisions

Mandatory provisions of this Request for Proposals are indicated by the inclusion of the words "shall" or "must" to identify the contractor's obligations.

6.12 Submission of Proposed Exceptions

PWCS proposed contract documents and this Request for Proposals contain terms and conditions PWCS favors and intends to use for the resultant contract. **If the Offeror wishes PWCS to consider any changes to these documents, such changes must be submitted as part of the Offeror's proposal.** Any contractor receiving a contract award shall be required to execute a contract in substantial compliance with PWCS standard contract and will be required to furnish all other required contract documents including tax identification or social security number within ten (10) days after receipt of notification that the contract is ready for signature; otherwise, PWCS may award the contract to another Offeror. See Section 6.13, Format and Content of Proposal, for specific instructions regarding the submission and identification of proposed exceptions.

6.13 Format and Content of Proposal

6.13.1 The proposal should address the items included in the Statement of Needs and in the Criteria for Proposal Evaluation. Proposals should provide straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Each copy of the proposal should be tabbed and submitted in a three ring binder with all documentation in a single volume, if practical. Any material on CD's should be in Microsoft Office format. Failure to do so will result in a lowered evaluation. Incomplete proposals may be determined nonresponsive.

6.13.2 Offerors should organize their proposals using the following TABBED-SECTION format:

6.13.2.1 Title Sheet (TAB 1)

Furnish the information requested on the **REQUEST FOR PROPOSALS TITLE PAGES (Page 1)** of this solicitation and include it as the first page of your proposal.

Offerors must specify on the introductory cover sheet if proposal contains trade secrets or proprietary information and if the proposal contains any exceptions to the content and requirements of the RFP.

6.13.2.2 Project Methodology/Approach (TAB 2)

Offeror shall respond to the Statement of Needs (Section 4). The Offeror shall provide a written narrative describing the ability to meet the minimum requirements set forth herein. Sufficient detail shall be provided to demonstrate the Offeror's understanding, ability and/or willingness to satisfy all specified requirements. Offeror shall provide a detailed description and explanation of products and services offered in response to each requirement listed in the Statement of Needs, Section 4. Information regarding innovative breakthroughs and any one-of-a-kind programs offered related to E-rate Consultation for K-12 is encouraged.

In addition, Offeror shall provide a time line and schedule for completion of this project, highlighting critical points in the process.

6.13.2.3 Experience of the Offeror and the Project Team (TAB 3)

The Offeror shall indicate the expertise and experience of the firm relative to the statement of needs and specific requirements contained in this RFP. The Offeror shall provide pertinent financial data which demonstrates the Offeror's corporate capability to successfully perform (e.g., annual financial reports and statements, Dun and Bradstreet and/or other credit bureau ratings.)

6.13.2.4 References (TAB 4)

The Offeror shall complete the Contractor Data Sheet (**Attachment C**), to include a minimum of three (3) organizations for whom the Offeror has provided these products of the same or greater scope within the past three (3) years and can attest to the Offeror's qualifications and ability to perform the services described in the Statement of Needs. Include the date(s) when product was provided, the business name, address, and name, telephone number, fax number and e-mail address of the contract administrator.

6.13.2.5 Proposed Costs (TAB 5)

The Offeror shall submit proposed costs for the services being offered (Attachment B). Itemized costs shall be in the form of firm-fixed delivered unit prices. **No extra charges shall be allowed.**

6.13.2.6 Proprietary Information (TAB 6)

Any such information must be submitted under this tab. See Section 6.10 for additional information.

6.13.2.7 Exceptions (TAB 7)

Any exceptions being taken to the RFP must be listed under this tab. See Section 6.14 for additional information.

6.13.2.8 Other Information (TAB 8)

6.13.2.8.1 Include other relevant information the Offeror deems necessary to describe its qualifications to provide the services needed to successfully complete work described in the Statement of Needs or which the Offeror deems are relevant to its selection.

6.13.2.8.2 Based on the information provided in this Request for Proposals, the Offeror should identify all materials and services expected from PWCS in addition to general assistance.

6.13.2.9. Attachments (TAB 9)

- 6.13.2.9.1. Section 11 – General Terms and Conditions
- 6.13.2.9.2. Attachment A – Proposed Costs
- 6.13.2.9.3. Attachment B – Completed Contractor Data Sheet
- 6.13.2.9.4. Attachment C – Completed Vendor Information Form
- 6.13.2.9.5. Attachment D – Certificate of Compliance
- 6.13.2.9.6. Attachment E – Non-disclosure Agreement
- 6.13.2.9.7. Attachment F – Sample Contract Form

- 6.14 Oral Presentations/Product Demonstrations: Offerors who submit a proposal in response to this RFP and are ranked among the top, may be required to give an oral presentation/product demonstration of their proposal to PWCS. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Contract Administrator will schedule the time and location of these presentations. Oral presentations/product demonstrations are an option of PWCS and may or may not be conducted.
- 6.15 Withdrawal of Proposals: No proposal can be withdrawn after it is filed unless the Offeror makes a request in writing to the PWCS Supervisor of Purchasing prior to the time set for the opening of proposals or unless PWCS fails to award or issue a notice of intent to award the contract within one-hundred and twenty (120) days after the date fixed for opening proposals.

7 CRITERIA FOR PROPOSAL EVALUATION

<u>Evaluation Criteria</u>	<u>Assigned Weight</u>
7.1. Favorable References	5%
7.1 Proposed Approach/Methodology/Services	40%
7.2 Experience/Qualifications/Ability to Perform	25%
7.3 Proposed Costs	30%

8 METHOD OF AWARD

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

9 CONTRACT TERM & RENEWAL

- 9.1. The initial term of this contract shall be September 1, 2016 through August 31, 2018, with the option to renew for four (4) additional two-year periods, upon mutual written consent of the parties to the contract. **Proposed prices shall remain firm for the initial term of the contract.**
- 9.2. For future contract renewal periods, price increases shall not exceed the percentage increase/decrease in the **Consumer Price Index, Table 1** (<http://stats.bls.gov/news.release/cpi.t01.htm>), **Urban Consumers (CPI-U), U. S. City Average, (Services) 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.

- 9.1.1 At the time of the contract renewal, 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.*
 - 9.1.1.1 Documentation for pricing increases above the CPI-U cap must be provided as follows:
 - 9.1.1.1.1 For items, documentation supporting the increased costs must be provided by the manufacturer on their letterhead.
 - 9.1.1.1.2 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.
- 9.1.2 After reviewing the documentation provided, the Supervisor of Purchasing, may accept the increased costs or refuse them if they are considered to be excessive.
 - 9.1.2.1 If the Supervisor of Purchasing 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.
 - 9.1.2.2 Alternatively, at its own discretion, PWCS may revise the contract requirements and issue a new solicitation.

10 SPECIAL TERMS AND CONDITIONS:

10.1 General Insurance Requirements:

- 10.1.1 The Contractor shall provide to the Supervisor of Purchasing 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:
- 10.1.2 Workers Compensation - Virginia Statutory Workers Compensation coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000;
- 10.1.3 Commercial General Liability - \$1,000,000 combined single limit coverage 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.
- 10.1.4 PWCS should 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 Purchasing Agent. The insurance certificate shall state contract number and title.
- 10.1.5 Automobile Liability \$1,000,000

10.2 HIPAA Compliance:

The Contractor shall comply with all applicable legislative and regulatory requirements of privacy, security and electronic transaction components of the Health Insurance Portability and Accountability Act

(HIPAA) of 1996.

10.3. Method of Ordering:

- 10.3.1. 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, PD's and CT's), and approved PWCS procurement cards (encouraged).
- 10.3.2. 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.
- 10.3.3. Contractors willing to accept PWCS procurement cards should check the box on the Pricing Schedule (Reference Page **20**).

SECTION 11

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS (PWCS) GENERAL TERMS AND CONDITIONS (RFP-Revised 7/19/13)

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. Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting proposals: failure to do so will be at the Offeror'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 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.

CONDITIONS OF OFFERING A PROPOSAL

2. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, PWCS will publicly post such notice on the Purchasing Web site, <http://purchasing.departments.pwcs.edu/>.
3. **DEBARMENT STATUS:** By submitting their proposal, the Offeror certifies that he/she is not currently debarred by the Commonwealth of Virginia or PWCS from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor is the Offeror an agent of any person or entity that is currently so debarred.
4. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposal, the Offeror certifies that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, 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.
5. **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 opened.

CODE RED: All PWCS schools are closed. Administration offices are closed.

- 5.1. In the event of a delay school opening, all times shall remain as stated in the Request for Proposal.
- 5.2. In the event that PWCS closes on a CODE GREEN, any optional/mandatory pre-proposal conference and all proposal openings will be held as scheduled.
- 5.3. In the event that PWCS closes on a CODE RED, any optional/mandatory pre-proposal conference and all 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.

6. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the PWCS Purchasing Office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the Purchasing Office. Proposals received in the Purchasing Office after the date and hour designated are **late**, 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 Offeror to ensure that his/her proposal reaches the Purchasing Office by the designated date and hour.**

7. **MANDATORY USE OF PWCS FORM AND TERMS AND CONDITIONS:** Failure to submit a proposal in the format as required by the Request for Proposals may be cause for rejection of the proposal. Modification of or additions to the General and/or Special Terms and Conditions of this solicitation may be cause for rejection of the 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 proposal as non-responsive. As a precondition to its acceptance, PWCS may, in its sole discretion, request that the Offeror withdraw or modify any additions or deletions to the proposal.

8. **OBLIGATIONS OF OFFEROR:** By submitting a proposal, the Offeror covenants and agrees that they are satisfied, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of misunderstanding or lack of information.

9. **OFFICIAL NOT TO BENEFIT:**

- 9.1. Each Offeror certifies by signing a 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 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, rescission of the contract, or recovery of the cost of the financial benefit from the contractor, recipient, or both.

- 9.2. 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 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.

- 9.3. In the event the Offeror has knowledge of benefits as outline above, this information should be submitted with the proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the Offeror shall address the disclosure of such facts to: Supervisor of Purchasing, Prince William County Public Schools, P.O. Box 389, Manassas, VA 20109. The Request for Proposal number shall be referenced in the disclosure.
10. **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,
Scope of Services
The signed proposal submitted by the Contractor,
Request for Proposal,
Any Special Terms and Conditions,
These General Terms and Conditions (lowest precedence).
11. **QUALIFICATIONS OF OFFERORS:** PWCS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the item(s) and the Offeror shall furnish to PWCS all such information and data for this purpose as may be requested. PWCS reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. PWCS further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy PWCS that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated herein.
12. **VENDOR REGISTRATION:** All vendors desiring to provide goods and/or services to PWCS shall register on-line at <http://purchasing.departments.pwcs.edu/>. Failure to register will result in the proposal being non-responsive unless an acceptable reason for the failure to register is approved by the Supervisor of Purchasing.

CONTRACT PROVISIONS

13. **ANTI-DISCRIMINATION:** By submitting their proposal, the Offeror 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 Section 2.2-4311 of the Virginia Public Procurement Act (VPPA). In every contract over \$10,000 the provisions in 13.1 and 13.2 below apply:
- During the performance of this contract, the Contractor agrees as follows:
- 13.1. 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.
- 13.2. 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.
- 13.3. 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.
- 13.4. The Contractor will include the provisions of 13.1, 13.2 and 13.3 above in every subcontract or purchase order of over

\$10,000, so that the provisions will be binding upon each subcontractor or vendor.

14. **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.
15. **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.
16. **APPROPRIATION OF FUNDS:** All funds for payments by PWCS under this contract are subject to the availability of an annual appropriation for this purpose by PWCS. In the event of non-appropriation of funds by PWCS for the goods or services provided under the contract or substitutes for such good or services which are as advanced or more advanced in their technology, PWCS will terminate the contract, without termination charge or other liability to PWCS, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and PWCS shall not be obligated under this contract beyond the date of termination.
17. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of PWCS Supervisor of Purchasing.
18. **AUTHORITY TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA:** Any Offeror registered or organized as a stock or non-stock 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 Virginia Public Procurement Act (VPPA) § 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 Offeror by the State Corporation Commission must be written in the space provided on the proposal submission form and Vendor Information Form. Any Offeror 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 Offeror is not required to be registered. Failure of a prospective and/or successful Offeror 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 Offeror pursuant to the VPPA § 2.2-4311.2., Code of Virginia, Title 13.1 or Title 50 may be cause for debarment by PWCS.
19. **BUSINESS LICENSES:** The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Prince William County Code. Information regarding business license requirements is available on the Prince William County website at www.pwccgov.org.
20. **CONTRACT DOCUMENTS/PURCHASE ORDERS:** The Contract entered into by the parties shall consist of the Request for Proposal, the signed proposal submitted by the Contractor, the Notice of Award or Purchase Order/Contract, these General Terms and Conditions and any Special Terms and Conditions, 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.

21. CONFIDENTIALITY AND RETURN OF RECORDS:

- 21.1. The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of PWCS' request for services under this Contract, are confidential records ("Record" or "Records"), and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Contract Administrator or designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Contract Administrator or designee for response. At PWCS' request, the Contractor shall deliver all Records to the Contract Administrator, including "hard copies" of computer records, and at the PWCS request, shall destroy all computer records created as a result of PWCS' request for services under this Contract.
- 21.2. The Contractor agrees to include the provisions of this section as part of any Contract the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract.
- 21.3. No termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating this section.

22. COPYRIGHT:

- 22.1. The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the PWCS all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor further agrees to execute such documents as PWCS may request to affect such transfer or assignment.
- 22.2. Further, the Contractor agrees that the rights granted to PWCS by this paragraph are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.
- 22.3. The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Agreement is prohibited unless the PWCS approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.

23. DRUG-FREE WORKPLACE: During the performance of this contract, the Contractor agrees as follows:

- 23.1. Provide a drug-free workplace for the Contractor's employees.
- 23.2. 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.
- 23.3. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.

- 23.4. 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.

24. **EMPLOYEES NOT TO BENEFIT:** No employee of PWCS shall be admitted to any share or part of this contract or to any benefit that may arise therefrom which is not available to the general public.
25. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** In accordance with §2.2-4311.1 of the Code of Virginia, the Contractor acknowledges that it does not, and shall not, during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in The Federal Immigration Reform and Control Act of 1986.
26. **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.
27. **LIABILITY:** The Contractor will not be held responsible for failure to perform the duties and responsibilities imposed by the contract if such failure is due to strikes, fires, riots, rebellion and major forces beyond the control of the Contractor that make performance impossible or illegal, unless otherwise specified in the Contract.
28. **MODIFICATIONS TO THE CONTRACT:** PWCS may, upon mutual agreement with the Contractor, issue written modifications to the scope of services 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:
 - 28.1. The written modification shall stipulate the mutually-agreed price for the specific addition to or deletion from the scope of services which shall be added to or deducted from the contract amount.
 - 28.2. 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.
 - 28.3. 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.

29. **NON-DISCRIMINATION OF CONTRACTORS:** Any potential Offeror or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations are also protected from discrimination on the basis of religious character as provided below.
- 29.1. Faith-based organizations may enter into contracts with PWCS on the same basis as any other nongovernmental source may do so without impairing the religious character of such organization and without diminishing the religious freedom of the beneficiaries of assistance provided under such contracts.
- 29.2. PWCS shall not impose conditions on contracts that restrict the religious character of the faith-based organization, except that money paid to the faith-based organization by or on behalf of PWCS will not be spent for religious worship, instruction, or proselytizing.
- 29.3. Any faith-based organization awarded a contract by PWCS 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 PWCS.
- 29.4. Faith-based organizations retain the right to employ persons of a particular religion to perform work connected with the carrying on by such organization of its activities.
- 29.5. If an award of contract is made to a faith-based organization, and an individual who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, PWCS shall offer the individual, within a reasonable period of time after the date of objection, access to equivalent goods, services, or disbursement from an alternative provider.
- 29.6. Any faith-based organization that is awarded a contract to provide goods, services, or disbursements to individuals shall also provide to such individuals a notice in bold face type that states: "Neither the public body's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider."
30. **PATENTS AND ROYALTIES:** The Contractor covenants to save, defend, keep harmless, and indemnify PWCS and all of its officers, departments, agents and employees (collectively known as "PWCS") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark copyright, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by PWCS. If the Contractor uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood without exception that the contract price includes, all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.
31. **PRICE REDUCTION:** If at any time after the date of the 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 proposal 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.
32. **PROJECT STAFF:** PWCS will, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If PWCS reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to PWCS in a timely manner and at no additional cost to PWCS. The day-to-day supervision and control of the Contractor's employees shall be the sole responsibility of the Contractor.
33. **RELATIONSHIP TO PWCS:** The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered servants or agents of PWCS. PWCS will not be legally responsible for any negligence or other wrongdoing by the Contractor, its servants or agents. PWCS will not withhold from the contract payments to the Contractor any federal or state unemployment. PWCS will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by PWCS for its employees.
34. **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.
35. **SUBCONTRACTS:**
- 35.1. The Contractor shall not enter into any subcontract with any subcontractor who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the State in which the work under this contract is to be performed.
- 35.2. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- 35.3. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- 35.4. Nothing contained in this contract shall create any contractual relationship between any subcontractor and PWCS.

- 35.5. PWCS has the right to approve or disapprove the use of any subcontractors being offered by the Contractor.
36. **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:
- 36.1. 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.
- 36.2. 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.
37. **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 effected 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.
38. **USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS:**
- 38.1. Offerors are advised that all resultant contracts will be extended, with the authorization of the Offeror, to Northern Virginia Metropolitan Washington Council of Governments jurisdictions and other jurisdictions and Political Subdivisions of the Commonwealth of Virginia to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other jurisdiction decides to use the final contract, the Contractor must deal directly with that jurisdiction or political subdivision concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. PWCS acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your proposal.
- 38.2. It is the awarded vendor's responsibility to notify the jurisdictions and political subdivision of the availability of the contract.
- 38.3. Each participating jurisdiction and political subdivision 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.
- 38.4. 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.
39. **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.
- 39.1. Cost estimates relating to a proposed transaction prepared by or for a public body shall not be open to public inspection.
- 39.2. Proposal records shall be open to the public only after award.
- 39.3. 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.
- 39.4. Trade secrets or proprietary information submitted by any 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 offeror or Contractor invokes the protection of Virginia Code 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. **Offerors may not declare the entire proposal proprietary nor may they declare proposed pricing to be proprietary.**
- 39.5. Nothing contained in this section shall be construed to require PWCS to furnish a statement of the reason(s) why a particular offer was not deemed to be the most advantageous to PWCS.
40. **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.**
41. **PAYMENT TERMS:**
- 41.1. The Contractor shall be paid on the basis of invoices submitted, to be paid net thirty (30) days from receipt and approval by an authorized PWCS official. Payment shall be made after satisfactory performance of the contract in accordance with all of the provisions thereof 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 provisions of the contract or any modifications thereto.
- 41.2. 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.
42. **PAYMENT TO SUBCONTRACTORS:**
- 42.1. A Contractor awarded a contract under this solicitation is hereby obligated to:
- 42.1.1. 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,

42.1.2. Notify PWCS and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason for such.

42.2. 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.

42.3. The provisions of 42.1 through 42.3 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.

43. **TAX EXEMPTION:** PWCS is exempt from the payment of federal excise or Virginia Sales and Use Tax. The proposal price must be net, exclusive of taxes. When under established trade practice, any federal excise tax is included in the list price, the Offeror 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 at <http://purchasing.departments.pwcs.edu/>.

OFFEROR/CONTRACTOR REMEDIES

44. **ACCEPTANCE OF OFFERS BINDING 120 DAYS:** Unless otherwise specified in the RFP, all formal offers submitted shall be binding for one hundred twenty (120) calendar days following proposal opening date, unless extended by mutual consent of all parties.

45. **ARBITRATION:** It is expressly agreed that nothing under the contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the contract documents.

46. **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 and its authorized agents shall have full access to and the right to examine any of said material during said period.

47. **CONTRACTUAL DISPUTES:** Any dispute concerning a question of fact 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.

48. **EXHAUSTION OF ADMINISTRATIVE REMEDIES:** No potential Offeror 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.

49. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Offeror may protest the award or decision to award a contract by submitting a protest in writing to the Protest Officer 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 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 Protest Officer shall issue a decision in writing within ten (10) calendar days of the receipt of the protest stating the reasons for the action taken.

49.1. 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 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.

49.2. 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.

49.3. An award need not be delayed for the period allowed an Offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the offer would expire.

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

PROPOSED COSTS

Offerors shall submit proposed costs for the services listed below. All proposed costs shall be in the form of firm-fixed annual pricing and hourly pricings as outlined below:

Item #	Description of Services	Unit	Cost
1.	Full Comprehensive Consulting and Support Services (Reference Statement of Needs, Section 4.4, page 5.)	Annual Price	\$ _____
2.	Consulting Services (Reference Statement of Needs, Section 4.5, page 6)	Hourly Price	\$ _____

Please indicate below if your firm will accept PWCS credit card as a method of payment (Reference Section 10.3, page 12).

YES _____ NO _____

Solicitation # U-TC-002-17

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.	
_____		Fax No.	
E-mail: _____			

2.	Customer Name:	Contact Name:	Contact Title:
Address: _____		Phone No.	
_____		Fax No.	
E-mail: _____			

3.	Customer Name:	Contact Name:	Contact Title:
Address: _____		Phone No.	
_____		Fax No.	
E-mail: _____			

**PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
Purchasing Office**

VENDOR INFORMATION FORM

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

Ordering/Purchase Order Submission:

Legal Business Name: _____

D/B/A: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Email: _____

Tax ID#: _____

Remittance: 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



Prince William County

PUBLIC SCHOOLS

Providing A World-Class Education

®

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

NON-DISCLOSURE AGREEMENT

Prince William County Public Schools

THIS AGREEMENT, made and entered into as of this _____ day of _____, _____ by and between _____, having its principal office at _____, hereinafter "Company" and Prince William County Public Schools (PWCS), having its principal office at Prince William County, The Commonwealth of Virginia, hereinafter "PWCS", establishes the terms and conditions under which the parties agree to exchange or disclose certain information, some of which may be confidential and proprietary and subject to the restrictions on use and disclosure that are expressed in this Agreement.

WHEREAS, the parties contemplate furnishing to or acquiring from each other data, services, or goods with the potential that the parties may do business together, and

WHEREAS, certain confidential and proprietary technical, financial, business, employee, student or other information, including but not limited to reports, plans, documents, drawings, machines, writings samples, tools, models, software, materials, and know-how may be disclosed between the parties orally or in writing.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Maintenance and Limited Disclosure of Confidential Information

- A. PWCS has developed certain information, some of which it considers to be confidential and proprietary information not publicly announced or disclosed, that relates to Consulting Services to Support to Support E-rate Program. PWCS agrees to make a limited disclosure of this information to company _____ solely for the purpose of providing a _____.
- B. The parties hereby agree that all Information (written, oral or otherwise) is presumed to be confidential unless it is clearly marked otherwise.
- C. The parties hereby agree that all Confidential Information disclosed under this Agreement, unless written consent is otherwise granted by the disclosing party, shall continue to be maintained in confidence until returned or destroyed and shall be used solely in connection with the obligations undertaken in this Agreement.
- D. The parties hereby agree that the obligations imposed upon either party herein shall not apply to Confidential Information which:
 - 1. is or becomes publicly known through no wrongful act of the receiving party; or
 - 2. was in the public domain at the time it was disclosed to the receiving party; or
 - 3. was known to the receiving party at the time it was disclosed; or
 - 4. is or was rightfully received from another without any breach of this Agreement; or
 - 5. is independently developed by the receiving party; or
 - 6. is approved for release by prior written authorization of the discloser; or
 - 7. is required by operation of law to be disclosed.

The party seeking to establish such an exception has the burden of proving it with written documentation.

2. Security

- A. Access to all Confidential Information shall be restricted to those employees and persons in the receiving party's immediate organization (excluding parent corporations, subsidiaries, etc.) having a need to know to perform services specifically requested by one party or the other to fulfill the purpose of this Agreement. Such employees or persons shall be notified of the proprietary nature of such Confidential Information, and the receiving party shall use the same degree of care as it employs with its own Confidential Information, but in all events shall use at least a reasonable degree of care.
- B. Reasonable care to protect the Confidential Information shall include security at receiver's facilities, limiting access to a need to know basis, employee confidentiality agreements, with no expiration date, employee identification and education as to the need for security and confidentiality, direct instruction by the supervisors of the employees receiving the information not to re-disclose the information, and all other steps necessary to meet a standard of reasonable care.

3. Limitation of Rights

- A. Nothing contained in this Agreement shall be construed as granting any license of rights to any intellectual property, including, but not limited to, patents, trademarks, copyrights, mask works in semiconductor chips or other proprietary information.
- B. No furnishing of Confidential Information and no obligation hereunder shall obligate either party to enter into any further Agreement or negotiation with the other, or to refrain from entering into an agreement or negotiation with any other party which does not breach any of its obligations under this Agreement.

4. Termination

All copies, regardless of the medium, evidencing any and all disclosed Confidential Information shall be promptly returned by the receiving party to the disclosing party upon written request by the disclosing party. The receiving party shall certify in writing that it has returned (or destroyed as in the case of fixation in computer storage mediums) all copies of the Information in its possession.

5. Continuation of Confidential Obligations

The obligations of Paragraphs 1-4, except as otherwise provided in Paragraph 1.D, shall remain in effect and bind or inure to the benefit of the heirs, successors, assignees, and legal representatives of each party to this Agreement after expiration or termination of this Agreement.

6. Disputes and Arbitration

The parties agree that any disputes or questions arising under this Agreement, including the construction and application of this Agreement, shall be settled in a court of law with proper jurisdiction being Prince William County, the Commonwealth of Virginia.

7. General

- A. This Agreement constitutes the entire agreement between the parties, superseding any and all prior or contemporaneous oral or written representations, communications, understandings or agreements with regard to the subject matter hereof.
- B. Any and all modifications or amendments to the Agreement must be in writing and signed by both parties.

- C. Each party acknowledges that this Agreement is a valid and legally binding obligation that has been executed by an authorized representative.
- D. This Agreement is governed by and construed in accordance with the laws of the Commonwealth of Virginia.
- E. A copy of this Agreement transmitted via facsimile, bearing the signature of one or both parties shall be deemed to be of the same legal force and effect as an original of the Agreement bearing such signature(s) as originally written by such one or both parties.

8. Third Party Beneficiaries

The data subjects (as defined in Virginia Code § 2.2-3801) about whom information is disclosed under this Agreement are intended by the parties to be third party beneficiaries of this Agreement.

COMPANY

Name: _____

Title: _____

Signature: _____

Date: _____



CONTRACT

CONTRACT NUMBER:

*This Contract entered into this _____ day of _____ by, **VENDOR NAME AND ADDRESS** hereinafter referred to as the "Contractor" and **Prince William County School Board, P.O. Box 389, Manassas, VA 20108**, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".*

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

1. **SCOPE OF CONTRACT:** Contractor shall provide all necessary parts, labor, tools, materials, equipment and resources as may be required for _____ in accordance with the Statement of Needs, General Terms and Conditions and Special Terms and Conditions stated herein.
2. **CONTRACT DOCUMENTS:** The contract documents shall consist of the following:
 - 2.1. This signed Contract document.
 - 2.2. PWCS Request for Proposals (list all addendums)
 - 2.3. Contractor's proposal response dated _____.
 - 2.4. Certificate of Compliance – RFP Document Attachment E
3. **CONTRACT TERM AND RENEWAL:**
 - 3.1. The initial term of this contract shall be from the date of award to _____, 20XX, with the option to renew for four additional one-year periods, one year at a time, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.
 - 3.2. For future contract renewal periods, price increases shall not exceed the percentage increase/decrease in the Consumer Price Index, Table 1 (<http://stats.bls.gov/news.release/cpi.t0.htm>), Urban Consumers (CPI-U), U. S. City Average, Services 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.
 - 3.2.1 At the time of the contract renewal, 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.*

3.2.1.1 Documentation for pricing increases above the CPI-U cap must be provided as follows:

3.2.1.1.1 For items, documentation supporting the increased costs must be provided by the manufacturer on their letterhead.

3.2.1.1.2. 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.

3.2.1.2 After reviewing the documentation provided, the Supervisor of Purchasing, may accept the increased costs or refuse them if they are considered to be excessive.

3.2.1.2.1. If the Supervisor of Purchasing 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.

3.2.1.2.2. Alternatively, at its own discretion, PWCS may revise the contract requirements and issue a new solicitation.

4. **CONTRACT ADMINISTRATOR/PROJECT MANAGER(S):** The following PWCS employees are identified to use all powers under the contract to enforce its faithful performance:

4.1. CONTRACT ADMINISTRATOR: As the Contract Administrator, the following individual, or his/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.

4.2. PROJECT MANAGER: The following individuals 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:

5. **TIME OF PERFORMANCE:**

6. **PRICING:**

7. **PAYMENT TERMS:**

Prince William County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a 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.

This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

CONTRACTOR:

Authorized Signature

Type Name

Title

Date

PURCHASING AGENCY:

Authorized Signature

Jim Totty, CPPO, C.P.M.

Type Name

Supervisor of Purchasing

Title

Date

E-RATE CENTRAL

Dedicated to Simplifying
the E-rate Program for
Schools and Libraries

Response to

Prince William County Public Schools

REDACTED COPY

Request for Proposal

Consultant Services to Support

E-rate Program

#U-TC-002-17

Due

2:00 PM EST August 9, 2016

Prepared by:

Tel/Logic Inc.

d.b.a.

E-Rate Central

Julianne Himsworth, Ed.D.

400 Post Ave. Suite 410

Westbury, NY

11590-2291

516-801-7885

jhimsworth@e-ratecentral.com

Title Sheet

E-Rate Central RFP #U-TC-002-17

2

Project Methodology/Approach

E-Rate Central RFP #U-TC-002-17

3

Experience of Offeror/Project Team

E-Rate Central RFP #U-TC-002-17

4

References

E-Rate Central RFP #U-TC-002-17

5

Proposed Costs

E-Rate Central RFP #U-TC-002-17

6

Proprietary Information

E-Rate Central RFP #U-TC-002-17

7

Exceptions

E-Rate Central RFP #U-TC-002-17

8

Other Information

E-Rate Central RFP #U-TC-002-17

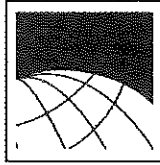
9

Attachments

E-Rate Central RFP #U-TC-002-17

10

E-Rate Central RFP #U-TC-002-17



Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

REQUEST FOR PROPOSAL

ISSUE DATE: July 14, 2016

RFP # U-TC-002-17

TITLE: Consultant Services to Support E-Rate Program

Sealed proposals must be received and time stamped in **prior to 2:00 PM, August 9, 2016**. Offerors are responsible for ensuring that the Purchasing Office receives their proposal submission by the deadline indicated. The time a proposal is received shall be determined by the time stamped by the time clock in the Purchasing Office. **Proposals received after the stated due date and time shall not be considered.**

A Pre-proposal Conference will **NOT** be held for this procurement.

All questions/requests for information must be submitted in writing, addressed to: Prince William County Schools Purchasing Office, ATTN: RFP No. U-TC-002-17, 14715 Bristow Road, Manassas, VA 20112 and to be assured consideration, must be received prior to **4:30 PM, on July 27, 2016**. Questions may be submitted by fax to (703) 791-8610, or email to **Anthony E. Crosby, Administrative Coordinator** (crosbyae@pwcs.edu). After reviewing any questions/requests submitted, the PWCS Purchasing Office will issue an addendum to respond to items it deems necessary. Changes to this RFP will be made only by written addendum issued by the PWCS Purchasing Office.

**PROPOSALS MAILED SHALL BE SENT
DIRECTLY TO:**

Prince William County Public Schools
Attn: Purchasing Office
Financial Services/Purchasing Room #1500
RFP #U-TC-002-17
P.O. Box 389
Manassas, VA 20108

**PROPOSALS HAND DELIVERED AND/OR
EXPRESS COURIER SERVICES SHALL BE
DELIVERED TO:**

Prince William County Public Schools
Attn: Purchasing Office
RFP #U-TC-002-17
14715 Bristow Road
Manassas, VA 20112
Attn: Financial Services/Purchasing Room #1500

Addendum No. ____ Date: _____ Addendum No. ____ Date: _____ Addendum No. ____ Date: _____

Information the offerors deems proprietary is to be included in the proposal in the separate section of the proposal identified and included in (TAB ~~7~~ 6) of the proposal response. See Proposal Submission Requirements, Section 6.10, in this RFP for additional information.

Proprietary Information Enclosed: ☒ YES ☐ NO

All proposed exceptions to this RFP, and any proposed changes to the contract documents or terms and conditions, are to be included in (TAB ~~8~~ 7) of the proposal response. See Proposal Submission Requirements Section 6.12 in this RFP for additional information.

Proposed Exceptions to the RFP: ☐ YES ☒ NO

INCLUDE PAGE 1 OF THIS RFP AS THE FIRST PAGE OF YOUR PROPOSAL RESPONSE

Please note: E-Rate Central is following the Tab Guidelines proposed on page 8 of 8 of PWCS' RFP for Tabs 6 and 7 (Proprietary Information and Exceptions). On Page 1 of 1 of PWCS' RFP, Proprietary Information is designated as Tab 7 and Exceptions is designated as Tab 8.

August 5, 2016

Mr. Anthony E. Crosby, Administrative Coordinator
Prince William County Public Schools
14715 Bristow Road
Manassas, VA 20112

Dear Mr. Crosby,

E-Rate Central is pleased to respond to your RFP for Consultant Services to Support the E-Rate Program. In this RFP, we wish to highlight our extensive E-rate experience and our deep and broad foundation as a national E-rate consulting firm. **E-Rate Central has a longstanding relationship with Prince William County Public Schools dating back to 2009.**

Our firm has provided E-rate services at the local, state, and national levels since the program's inception in 1998. The depth and scope of our experienced staff, high standards and ethics, together with value-added services, are a few hallmarks that have given us national recognition and respect. **E-Rate Central is a founding member of the E-rate Management Professionals Association (E-mpa) and is a current board member.**

E-rate Central is on the front lines of E-rate developments and excels in analyzing and applying E-rate regulations. As the State E-rate Coordinator for several states, our firm works with school districts, libraries and fellow E-rate consultants for training and assistance with E-rate filings. Our analyses in our weekly E-rate newsletters are read by the E-rate community-at-large throughout the United States.

Below is a descriptive range of services E-Rate Central has been providing to several states as, or in conjunction with, their State E-Rate Coordinator. Your current project leader, Greg Weisiger, will head a team of subject matter specific experts to assist in the E-rate process.

- Provide strategic guidance in planning and implementing complex technology projects.
- Provide E-rate eligibility determinations of potential projects.
- Provide technical assistance and training to schools and libraries.
- Review and approve technology plans for private schools and library systems (as previously required by E-rate).
- Communicate regularly with the E-rate community.
- Collaborate with state DOE's to assure that the E-rate program policies are fair and equitable and meet the needs of the states.
- Serve as point of contact for SLD reviewers seeking additional help in resolving issues with applicants.
- Alert individual applicants.
- Prepare and submit FCC filings on E-rate issues.
- Prepare and submit individual applicant funding forms. **Including the use of EPC**
- Coordinate state master contracts for E-rate purposes.

We would like to present our capabilities to you via teleconference or in person. Among the items we would cover include a dynamic, live demonstration of our web-based document management tool; a demonstration of our user-friendly database that pulls data directly from USAC; and a thorough review of our services.

We look forward to speaking with Prince William County Public Schools in more detail about how we can continue to satisfy your E-rate consulting needs.

Sincerely,


Bretton L. Himsforth, Managing Director, E-Rate Central

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Section 11 – General Terms and Conditions

Attachment A – Proposed Costs

Attachment B – Completed Contractor Data Sheet

Attachment C – Completed Vendor Information Form

Attachment D – Certificate of Compliance

Attachment E – Non-disclosure Agreement

Attachment F – Sample Contract Form

Please note: E-Rate Central is following the Tab Guidelines proposed on page 8 of 8 of PWCPs' RFP for Tabs 6 and 7 (Proprietary Information and Exceptions). On Page 1 of 1 of PWCPs' RFP, Proprietary Information is designated as Tab 7 and Exceptions is designated as Tab 8.

Statement of Needs

Below is a list of procedures and implementation practices E-Rate Central conducts with all clients. It by no means is all-inclusive, as each client is unique and requires commensurate services to ensure the maximum E-rate benefit is secured for each client.

- Assign the primary and secondary consultants to your schools' E-rate Team who have hands-on experience with school districts of similar size.
- Create a Letter of Agency to enable E-Rate Central to act on Prince William Public Schools' behalf.
- Meet with the assigned school E-rate primary point(s) of contact (PoC) and anyone else the PoC wishes to include, to establish a transition process and mutually acceptable channels of communication.
- Review all recent E-rate filings, PIA questions, appeals, and procurement contracts in use.
- Identify and schedule any actions, filings, or appeals to be made on past E-rate business, e.g. reimbursement filings, extension requests, etc.
- Review all existing procurement contracts (state and local) and determine if they meet the anticipated needs of Prince William County Public Schools' for implementing requested and/or approved funding.
- Identify the Form 470s to be referenced when using state/local contracts.
- Provide guidance and models to assist the schools conducting "mini bids" off the State Master Contracts, if necessary.
- Provide guidance and process tools for conducting a formal RFP bidding process. The procedures will be consistent with state, local procurement and E-rate program rules and will ensure that contracts will be covered by a valid Form 470 and signed within the appropriate timeframe.
- Establish which discount method best meets Prince William County Public Schools' needs i.e. reimbursement (BEAR) or discounted billing (SPI)
- Review with Prince William County Public School staff the anticipated budget for the coming funding year that will support both the undiscounted portion of all E-rate requests and all other necessary related costs.
- Provide Prince William County Public School staff with a subscription to our weekly e-mailed newsletter and provide access to our website (www.e-ratecentral.com) and to our web-based document management and collaboration tool.

Annual Activity Timeframe – E-rate Services for Each Year of Contract

We are very well aware that at any one time, at a minimum there are **three active years** with which any beneficiary deals. Below is an example of the normally expected **three concurrent year activities**. However, we have clients that have far more activities than these, e.g. Payment Quality Assurance reviews, Selective Review Information Requests, equipment substitutions, service delivery deadline extensions and other processes.

<u>Winter 2016</u>	FY 2014: & prior FYs	Continue with actions to secure all possible reimbursements from prior years
	FY 2015:	Respond to PIA inquiries Prepare Forms 486 as needed
	FY 2016:	Coordinate vendor contracts Optimize discount rate Prepare Form(s) 471 for submittal
<u>Spring 2016</u>	FY 2014 & prior FYs	Continue, if needed, with actions to secure all possible reimbursements from prior years
	FY 2015:	Initial invoicing summaries & BEAR forms PIA application reviews
	FY 2016:	Research, prepare and submit Form(s) 471 Concurrently prepare and submit Items 21 & 24 with the 471's Review documentation; respond to PIA inquiries
<u>Summer-Fall 2016</u>	FY 2015	Act to secure all possible funding via extension, appeal, & prior FYs and/or waiver requests to the SLD and/or FCC Follow-up with final bill summaries & BEARs Respond to PIA inquiries
	FY 2016:	Respond to PIA inquiries Prepare Forms 486 & Form 500s as needed
	FY 2017:	Plan for FY 2017 filing season Prepare Form(s) 470 Draft; review RFPs for posting(s) Provide support for bidding evaluations & matrices Confirm CIPA compliance Collect Letters of Agency and FCC Forms 479

E-Rate Central's role throughout the E-rate application and funding cycle is to prepare **all necessary applicant forms** (Forms 470, 471, 472, 486, and 500) and **special requests** (SPIN changes, service substitution requests, appeals, etc.). To facilitate its work, E-Rate Central typically works with a primary contact (designated by the applicant) to obtain required information. Although these forms are then sent to the applicant for their review, certification, and submission (and tracked for delivery to the SLD), E-Rate Central **acts as the contact person** for all forms (except for the Form 470 Request for Services) so that it can **coordinate responses to any inquiries from the SLD**. Please note that ultimate responsibility for the information contained in the forms and their timely submission remains with the applicant.

SCOPE OF WORK

E-Rate Central can provide support assistance and guidance for all tasks and focus areas requested. Our response covers and surpasses the required areas. The **core of E-rate activities is noted below** in alphabetical order; each section details how E-Rate Central handles that particular area. However, please note that **each client is unique and our staff works accordingly**.

- a. Appeals
- b. Asset Management
- c. Audit Experience
- d. CIPA Compliance
- e. Compliance and Organization
- f. Document Management
- g. Electronic Repository/Database
- h. Eligibility Guidance
- i. Fiber Expertise (Lit, Dark and Self-Provisioned)
- j. Invoicing and Billing
- k. FCC's Modernization Order for the E-rate Program
- l. Process and Workflow and Program Integrity Assurance
- m. Procurement of E-rate Funded Services
- n. Training
- o. Vendor Management

The depth and breadth of E-Rate Central's consulting staff together with its support staff will provide the support for Prince William County Schools' to achieve the operational goals noted above. The time frame to achieving the goals noted above is unknown. This will be determined when E-Rate Central assesses the existing situation regarding E-rate funding for Prince William County Public Schools and begins the filing process for the FY 2017.

a. Appeals

E-Rate Central has had exceptional success with appeal submittals for both simple and very complex E-rate issues. We have personnel that specialize in preparing, filing and performing *ex-parte* presentations before the Federal Communications Commission. In our firm all consultants and staff have formulated appeals on foundational and regulatory grounds, written and submitted the appeals, following the appeal submittals as necessary through the USAC and when needed the FCC process. Our Virginia office's director and your project manager, Greg Weisiger, is nationally-known as a premier E-rate appeals expert. In addition to Mr. Weisiger's expertise, both Andy Eisley and Eric Flock managed USAC's appeals team and were responsible for the creation and updating of the appeals team's operating procedures due to FCC Orders, FCC Remands or other FCC directions.

While we have formulated and successfully appealed hundreds of appeals over the course of the E-rate program, there are too many to provide precise quantitative data. We note that each appeal is unique and needs its own particular grounding in fact. We do this with great care and always with the view to a successful conclusion. Below are descriptions of a very small sampling of appeals that E-Rate Central crafted and successfully appealed to USAC and/or thereafter to the FCC.

Albuquerque Public Schools: compliance appeal

SLD conducted a Selective Review Information Request ("SRIR") of FY 2007 funding requests that Albuquerque

Public Schools (APS) had submitted to the E-rate program. That SRIR concluded that, in the FY 2005 procurement which resulted in the contract cited in the FY 2007 requests, APS had not made the RFP available for 28 days before the closing date for bids. The SLD denied not only the FY 2007 requests, but also sought recovery of the funds committed and disbursed for FYs 2005 and 2007 – a total of several millions of dollars for APS. E-Rate Central had no association with APS at the time of the FY 2005 procurement, but wrote appeals to the SLD and, ultimately, to the FCC seeking relief. An FCC order granting that relief was issued in April 2011.

Bibb County Public Schools: incorrect filing

During FY 2012, prior to contracting with E-Rate Central, applications had been incorrectly filed for two FRNs totaling \$3.4 million; the SLD subsequently denied the funding requests. E-Rate Central successfully appealed this decision, resulting in funding to the school district in excess of \$2.1 million.

Friendship Public Charter School, Washington, D.C.: COMAD appeal

E-Rate Central appealed a Commitment Adjustment (COMAD) of more than \$500,000 for various violations discovered during an audit prior to Friendship becoming a client. The COMAD included such items as no technology plan, equipment that was not delivered during the funding year, and missing equipment. After four years and several appeals, E-Rate Central prevailed in all instances but one item (\$45,000 or 9% of the total amount COMAD'ed), with a pending FCC appeal.

Mifflin County Public Library, PA: late filed form appeal

Currently there is an Application for Review pending before the full Commission. The issue is a late-filed Form 486 because of illness of the library director, and prior to this library system becoming a client. While there is no decision as yet, it is important to note that E-Rate Central will file numerous appeals using the full process available until a successful appeal is secured.

b. Asset Management

Asset Management is a critical, yet often overlooked, component of a successful E-rate program. An inadequate asset management system exposes the district and/or state to audit risk for failing to comply with the FCC rules relating to asset and inventory control (See 47 C.F.R. Section 54.516). As large urban districts face shrinking enrollments and the closure of failing schools, the ability to locate and identify equipment funded with E-rate dollars is critical to ensure compliance with FCC rules.

At E-Rate Central we are uniquely positioned to assist Prince William County Public Schools with its asset management and to ensure school closures and consolidations are handled in a manner consistent with FCC rules. After Hurricane Katrina, E-Rate Central worked with the Orleans Parish School Board (OPSB) to ensure USAC was aware of equipment that had been destroyed. This created interesting challenges from an E-rate perspective because temporary schools would open and then close once a damaged building was refurbished or a new school was built. We worked closely with FCC and USAC staff to ensure that OPSB was in full compliance with FCC rules and still able to maximize its E-rate funding.

Our work with the New York City Board of Education and Chicago Public Schools, where school closures and relocations are common, will allow E-Rate Central to help Prince William County Public Schools with its asset tracking.

The first step in the process is to reevaluate the current asset tracking practices E-Rate Central uses with Prince William County Public Schools to identify potential weaknesses and opportunities for improvement. We will then work closely with Prince William County Public Schools to implement improvements to its existing Asset

Management practices.

Pursuant to FCC rules, equipment can only be transferred within three years if the transfer is due to temporary or permanent closure of a school. E-Rate Central will draft and submit to USAC documentation relating to equipment transfers that occur due to temporary or permanent school closures. We will also work with Prince William County Public Schools to document equipment transfers occurring after three years and the proper disposal of equipment after a period of five years. While USAC does not need to be notified if transfers occur after three years of use or disposal after of five years of use, it is critical that the asset records be updated to reflect these changes.

c. Audits and Program Quality Assurance (PQA) Reviews

E-Rate Central's experience with formal USAC audits is extensive. Below are some specific examples:

- Audit # SL2003BE032: compliance in all material respects relative to disbursement of \$32,901,269.

Audit # SL2007144: compliance in all material respects relative to disbursements of \$15,418,701 encompassing five (5) different funding years.
- Audit # FRN 858416 for \$1,044,000 disbursement: no material findings with one administrative misfiling error for the Form 470.
- In 2015, Albuquerque Public Schools underwent a Beneficiary and Contributor Audit of more than \$5.2 Million in disbursements. With the help of E-Rate Central the audit resulted in a clean audit report and only one minor management letter comment that was of no fault of Albuquerque Public Schools or E-Rate Central. The audit is pending and is slated for approval by the USAC Board of Directors in 2016.
- In 2014, Santa Fe Public Schools was audited by the Internal Audit Division (IAD) of USAC relating to a 2012 disbursement of almost \$800 thousand in internal connections funding. E-Rate Central assisted Santa Fe in the audit and physical inventory that allowed all of the installed equipment to be located.

We work closely with clients if they have an audit. Our Web-based, collaborative document management system assists in keeping required documents that make an audit successful for the state, district or library. Should the client wish to have our services on their premises, there is an additional fee that is mutually agreed upon.

d. CIPA Compliance

E-Rate Central works closely with its clients to ascertain and assure that each client is fully cognizant about the Children's Internet Protection Act (CIPA) and has met all its requirements. Clients need to establish and maintain the documentation of full CIPA compliance that E-rate necessitates. Once collected, we archive this documentation to be readily accessible if needed.

When filing E-rate Forms 486 or 479, E-rate applicants certify their CIPA compliance. In short, CIPA compliance requires:

- An Internet Safety Policy (ISP) describing school/library protection of minors from harmful/offensive material including:
- Access, oversight and monitoring;

- Technology Protection Measure (filtering) that protects against access by adults and minors to visual depictions that are obscene, child pornography, or harmful to minors;
- Education of minors about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms, and cyberbullying awareness and response (since 2012 for schools only.)

Reasonable public notice of a hearing or meeting addressing internet safety, which is often established by the agenda or minutes of a Board meeting at which an ISP or Acceptable Use Policy (AUP) was read or reviewed, and formally adopted as policy. For private schools, public notice applies to the appropriate constituent group.

For new clients, we begin by searching for their CIPA-related documents online or by requesting copies of CIPA documentation to review and ensure that all requirements are met. If these documents are reviewed and found to need update or revision, we make recommendations for changes or provide examples of additional documentation. We also review documentation that public notice of a hearing or review exists, and is adequate to provide proof if it is ever requested.

e. Compliance and Organization

Both large urban and smaller rural districts face scrutiny for the amounts of funding requested through the E-rate program. Creating a culture of compliance is critical to ensure E-rate funding is awarded in a timely manner. At E-Rate Central, we work with our clients to resolve and maintain compliance on all E-rate rules and regulations to ensure the highest degree of clarity for E-rate funding.

E-Rate Central uses a collaborative and structured approach to managing the E-rate process. This involves working closely with the client to understand their needs and to develop an approach that maximizes the potential E-rate dollars while at the same time minimizing the risk of running afoul of FCC rules or USAC's administrative procedures. The first step in the process is to understand your existing E-rate filing strategy; identify opportunities for improvement and assess if there are risks associated with the current strategy and process.

The next step is to continue to educate our clients on E-rate regulatory requirements. The more our clients understand the complexities of the E-rate program, the lower the likelihood of challenges down the road. We provide our clients with references to FCC rules or orders, and guidance on USAC's Web site that demonstrate that our guidance is correct. We are in the forefront of upcoming FCC proposed regulatory changes and strive to keep our clients abreast of the details, and their potential effect on the state's currently active and future funding request plans. Mr. Eric Flock was part of USAC's senior leadership team and led weekly meetings with USAC and FCC staff to discuss rule interpretations, requests for FCC guidance and informing the FCC of possible rule change implications.

E-Rate Central intends to work closely with Prince William County Public Schools to understand its short and long term technological goals, so we can develop a strategy that best maximizes the state's opportunity to supplement its technology budget with E-rate dollars.

The final step is to be proactive, not reactive, when it comes to managing the E-rate process. We have seen many applicants and consultants not do enough due diligence early in the process, which results in a much greater expenditure of effort down the road. It is easy for USAC to freeze a district's funding for either real or perceived improprieties. Trying to fix problems or demonstrate compliance after the fact can be an incredibly challenging process. E-Rate Central wants to partner with Prince William County Public Schools to mitigate this risk. The more work we do upfront to educate the state and review bidding documents prior to the Form 471 filing, the greater the chance of success.

f. Document Management

E-rate rules require extensive record retention for a minimum of five years after the completion of each funding year through the FY 2015-2016, and thereafter for ten years from the last date of service. Because the actual funding cycle is approximately three years long, this actually equates to a seven-year record keeping requirement for funding prior to the FY 2015, and thereafter for twelve years or more. Although E-Rate Central provides its clients with copies of all forms and SLD correspondence, it assiduously maintains copies of all E-rate records in paper and electronic format. Ease of access to historical E-rate information is provided by E-Rate Central's own internal database system, its own Web-based systems, and its knowledge of the SLD's databases and processes. In the event of audits, these records may prove critical.

g. Electronic Repository/Database

E-Rate Central's web-based tools simplify E-rate data navigation and provide funding status and tracking of our clients' E-rate data and supporting documentation. We have **two significant tools**: our E-Rate Central website (www.e-ratecentral.com) and a cloud-based document and email management application. Both can be **accessed 24/7/365**, and provide **secure, collaborative tools** for E-Rate Central and our clients not only to access the USAC database, but also to share E-rate documents specific to Prince William County Public Schools, including emails, creating as detailed an archived record as the client and E-Rate Central concur to use. Storage space can be adjusted to the needs of the client.

Further, our **web-based systems** are housed in data centers featuring **state of the art security, power, and safety** and cooling systems – all designed to ensure that service remains uninterrupted. These data centers contain industry-standard technology to ensure that all servers stay cool, secure, and on-line at all times. The data centers feature redundant power, HVAC, and fire detection/suppression systems, and are monitored and managed 24/7/365 by on-site technicians and remotely monitored by our E-Rate Central IT Services personnel. Our hosted websites are accessible via a fully meshed and redundant Certified Cisco Network and features 10 backbone and fiber optic providers.

We encourage you to go to: <http://www.e-ratecentral.com/> to view Prince William County Public Schools' data. It is intuitive; click on the fields where you wish to see further detail. The data is dynamic and synchronized with USAC's database for the Schools and Libraries Division. It is our company's public access web site, which is used by many to view E-rate data in a user-friendly format. Our **clients are authorized to view more secure and more detailed information** in addition to the cloud-based document repository described above. Our clients' E-rate data is accessed securely via our web-based "E-Rate Document Repository". E-rate consultancy clients are provided with secure credentials for access to the **Documents Repository**, providing immediate access to the clients' E-rate data.

Additionally, our in-house E-rate data tool, which was originally designed for the New York City Department of Education, allows school districts and libraries to 1) assess progress being made, 2) identify needs, 3) prepare applications, and 4) be better prepared for audits. Our tool allows a school district to move from an isolated Excel data document to an integrated database that can be used to make business-like inquiries. The data fields E-Rate Central currently looks at include student information, school academic rating information, facility information, financial information (including E-rate funding, Capital funding, Tax Levy Funding, etc.) and E-rate installation information. The benefits school districts and libraries gain include, 1) the ability to make easier decisions on how to apply for E-rate funding during the current year. For example, the district or library can look at different models of applying before making a final decision. 2) Last minute updates to data fields (such as Title 1) are more easily made to our database (especially a school district like New York City with 1700 schools); and 3) the comprehensive database makes past funding denial appeals easier when massive adjustments may need to be made based upon detailed decisions.

We are also in the process of enhancing our existing tools to provide State Agencies a more robust set of tools to

assist in the day-to-day management of the E-rate program and to facilitate detailed analytics surrounding the E-rate data. We are more than willing to discuss our goals for this project and would be willing to develop tools that would be of specific benefit to Prince William County Public Schools.

h. Eligibility Expertise

E-rate Central will provide product and service eligibility guidance for upcoming Prince William County Public Schools' technology projects. One of our Directors, Eric Flock, specialized in determining the eligibility of products and services at USAC. For the past nine years, Mr. Flock was responsible for creating the annual draft Eligible Service List (ESL) which was submitted to the FCC and implementing the final approved ESL. Mr. Flock was in charge of the team which determined the eligibility of products and services as well as the operating procedures for eligibility determinations. Mr. Flock represented USAC on all USAC monthly stakeholder calls and annual trainings as USAC's service eligibility expert which include but is not limited to the State E-rate Coordinator Alliance call, American Library Association call, Council of Chief State School Officers call, Service Provider call, Local Exchange Carrier call, USAC's Annual Spring Service Provider Trainings and USAC's Annual Fall Applicant Trainings. Mr. Flock will utilize this knowledge to help Prince William County Public Schools determine which projects are E-rate eligible and help determine the best filing strategy given the progress of the network each year as well as to maximize the your Category Two budgets. To the extent a Service Substitution or Service Provider Identification Number (SPIN) change is needed, Mr. Flock managed these teams as well and will support the Prince William County Public Schools in any submissions of Service Substitutions or SPIN changes.

E-rate Central will utilize this experience when reviewing Prince William County Public Schools' billing statements, existing contracts or new contracts to determine estimated annual funding request amounts and preparation of Item 21s.

i. Fiber Expertise (Lit, Dark and Self-Provisioned)

The FCC's E-rate Modernization Orders dramatically expanded the eligibility of dark and self-provisioned fiber which added additional complexities to the program rules. E-Rate Central Director Eric Flock has significant expertise with the nuances of eligibility for the new fiber rules. Prior to joining E-rate Central, Mr. Flock was USAC's subject matter expert on the eligibility of fiber which was demonstrated during USAC's Fall 2015 Applicant Trainings where Mr. Flock, trained participants on the updated rules and requirements for applying for special construction of new fiber, dark (leased and Indefeasible Rights of Use options) and self-provisioned fiber. Mr. Flock will explore with Prince William County Public Schools the opportunity for filing for dark and/or self-provisioned fiber which has potential to lead to cost savings by utilizing special construction funding for dark or self-provisioned fiber, or by incentivizing your lit fiber provider(s) to reducing the per megabyte cost to retain your business.

The FCC also introduced the availability of additional funding for special construction projects which matches state/tribal funding 1:1 for up to an additional 10% E-rate match. Mr. Flock will also work with Prince William County Public Schools in the event that the district would like to pursue the provision of an eligible matching fund.

j. Invoicing and Billing

One of the most critical and time consuming aspects of the E-rate program is determining the charges that are eligible for E-rate support. In many instances there may be multiple vendors providing services and the bills are generally in different formats. Our experienced team of experts is fully versed in understanding the intricacies of vendor billings, especially telecommunications bills and equipment billings.

Whenever feasible, E-Rate Central prefers to access bills through online portals hosted by the respective vendors. Most vendors provide the ability to view bills and download billing data electronically. We feel using electronic billings is important because it relieves the client from the burden of sending copies of paper bills to E-Rate Central. With access to this information, E-Rate Central can perform its analysis without inconveniencing the client. With our accountant-like approach, electronic billing also helps to identify billing anomalies that save our clients' money.

When we are able to review all of this data electronically we usually know as much, if not more, about the telecommunications and Internet infrastructure of the district or library. Often we notice a district or library is being billed for a service it thought had been disconnected or billed at a different rate than what is included in the contract. Identifying these discrepancies also help to save the district money.

Additionally, the electronic billing analysis provides for more traceability in the event of an audit. E-Rate Central can clearly document the exact services billed to USAC and those charges excluded. We can show the specific charges billed for each Billed Telephone Number providing the client with an increased visibility into the various services the schools are receiving and the costs associated with those services.

k. Modernization Orders for the E-Rate Program (FCC 14-99 and FCC 14-189)

Since the FCC Chairman Wheeler proposed E-rate changes for the program, and even prior to that public announcement, **E-Rate Central has closely followed the development of the program's changes.** Please see the many documents that are linked on our site that followed the comments and proceedings leading up to the release of the Modernization Orders (FCC 14-99 and [FCC 14-189](#)). E-Rate Central, via our weekly newsletter and also participating in Petitions for Reconsideration, submitting Comments and Reply Comments to the FCC about the E-rate program's modernization efforts, was an active participant in following the events and actions leading up to the Order's release on July 23, 2014. Our unique understanding of the new fiber rules as well as our experience in dealing with state matching funds makes E-Rate Central an ideal partner for Prince William County Public Schools.

l. Process, Reporting and Program Integrity Assurance

E-Rate Central will work with Prince William County Public Schools to flow chart the existing processes in place and will also document any desired process flow changes. The staff at E-Rate Central has extensive experience with process optimization and improvement, which includes flowcharting the entire Program Integrity Assurance ("PIA") procedures, which streamlined the review process and permitted timelier funding decisions. We will use this and other expert knowledge of our staff to benefit the needs of the Prince William County Public Schools with the intent to improve them even further.

E-rate Central will provide progress updates on applications, reviews, and modifications for Prince William County Public Schools' open funding requests on a quarterly basis or as requested.

E-Rate Central will provide support throughout the PIA process. Mr. Eric Flock is intimately familiar with the entire PIA process. He began his E-rate career as an Initial Reviewer reviewing PIA applications, worked his way up the review process ladder and ultimately left USAC after over five years of responsibility for the annual submission of the PIA Procedures and Customer Contact Templates to the FCC. He was also in charge of the annual PIA Procedures training of all PIA reviewers, Selective reviewers, Invoicing reviewers, Internal and External Auditors, and Schools and Libraries Division staff. Mr. Flock will be able to assist Prince William County Public Schools in requests for additional documentation by the PIA reviewers.

m. Procurement/Requests for Proposal of E-rate Funded Services

E-Rate Central can best serve the client if the client understands the nuances and common pitfalls that plague many applicants. Therefore, we provide training to the appropriate staff in the various competitive bidding requirements, so the client understands how E-rate procurement rules dovetail with state and local procurement rules. Our next step is to understand the technological and strategic goals laid out in the client's technology plan that will serve as the driver in determining the products and services in a Request for Proposal (RFP).

We look to advise our clients on the best practices that will help ensure a fair and open competitive bidding process. To accomplish this goal, we review the standard terms and conditions or "boiler plate" RFP language required by state and local procurement rules or traditionally used by the client to ensure they comply with the E-rate competitive bidding requirements. E-Rate Central then works closely with the client to develop a Statement of Work that will allow the client to meet its strategic goals while attempting to keep costs within budget. E-Rate Central will work with Prince William County Public Schools to develop RFP project clarification(s) and/or responses to questions from prospective offerors as needed.

One of E-Rate Central's aims is to understand your goals and objectives, so we can assist in the development of bid evaluation criteria that comply with E-rate regulations and best serve the interests of Prince William County Public Schools. It is important for your district to understand that E-Rate Central will not be involved in the evaluation process and will not endorse any vendors because it places undue risk on both parties. E-Rate Central will assist Prince William County Public Schools in reviewing Requests for Proposals and provide guidance on eligibility, technical assistance and E-rate rule compliance. This includes review of completed competitive bid matrices to ensure price of the eligible goods and services were weighted the greatest and that the most cost effective vendor was selected.

n. Training

- *Training at the state level*
- *Training for state lawmakers*
- *Training clients*
- *Training for E-Rate Central staff*

E-Rate Central serves as State E-rate Coordinator for New York, Michigan, Louisiana, Delaware, North Carolina and the **Library of Virginia**, and works with other states concerning the E-rate program. As state E-rate coordinators we work directly and respond to questions and concerns of libraries, schools, school districts and E-rate consultants that our stakeholders may have about E-rate and its processes. With E-Rate Central as your consultant, you would have a direct link to the source of information and analyses regarding E-rate matters. As part of our responsibilities as State E-rate Coordinators, we provide training to applicants and program participants throughout the state each year.

We will provide Prince William County Public Schools' training on the E-rate process and important updates to the program. In addition to in-person or remote training, E-rate Central will also enroll your school district to receive E-rate Central's weekly newsletter which is filled with E-rate updates, filing tips and other useful E-rate knowledge.

Continuing E-rate program education for our staff is important, particularly in view of the many changes in the modernization of the E-rate program. E-Rate Central's employees are involved in the E-rate business on a daily basis, but devote considerable time, effort, and expense to maintaining and expanding their knowledge of E-rate rules, regulations, interpretations, and trends.

- Attendance at annual E-rate workshops (attended by all E-Rate Central employees)
- Former USAC employee Eric Flock, who has not just attended USAC's annual E-Rate Workshops/training/webinars, but has been a featured USAC presenter at every Applicant and Service Provider training for the past nine years; totaling 90 presentations. Most recently in the 2016 funding cycle, Eric trained audiences on the use of EPC in seven cities at USAC's Fall Applicant Training.
- Active participation in the State E-Rate Coordinators' Alliance, including (a) an active listserv; (b) weekly teleconferences (monthly with senior SLD and FCC staff); and (c) semi-annual meeting in Washington DC with the SLD and FCC officials
- Participation in the SLD's monthly Service Providers Conference Call
- Recipient of PIA inquiry warnings to applicants in all states where E-Rate Central is a State Coordinator; this allows us to track the full range of application review activities undertaken by the SLD
- Daily Digest review of FCC actions and Orders
- Subscription to an FCC E-rate filing monitoring service to track FCC appeals and waiver request.

o. Vendor Management

At E-Rate Central, we have extensive experience managing relationships with our clients' vendors. We feel that our ability to work with the vendors of our clients distinguishes us from many other E-rate consulting firms. Our productive and respectful relationships with these firms help to ensure that our clients receive timely funding decisions from USAC.

Unlike some E-rate consultants *we do NOT perform work for E-rate vendors as we feel it could create a conflict of interest.* Our focus is solely on providing consulting services to states, consortium, schools and libraries. While it is possible to create an organizational structure that would allow us to consult with both applicants and service providers, E-Rate Central feels that we can provide a better service if we only focus on one side of that equation. Additionally, we would not want our clients to be in a position where USAC questioned a decision that was made to pick a certain vendor because of E-Rate Central's relationship with that vendor.

While we do not provide consulting services to vendors in the E-rate program, *we do work with the service providers our clients use* to ensure that timely responses are provided to USAC inquiries. For example, the vendor may be in a better position to answer a question about the configuration of a specific device than the applicant. We would work with that vendor to develop an appropriate response.

Response to Section 4.4.18 School Lunch Participation Guidelines and PWCS' enrollment:

Currently, E-Rate Central relies on the school lunch numbers provided by PWCS' and verifies this number with the Virginia Department of Education Data. For new schools, E-Rate Central works with the applicant to estimate population when possible for Category 2 Funding.

Experience of the Offeror and the Project Team

Tel/Logic Inc. d.b.a. E-Rate Central is a C Corporation registered in the State of New York and was initially incorporated in New York on March 30, 1988. E-Rate Central was established in 1997 for the *sole purpose* of helping schools, school districts, and libraries successfully navigate the complex and time consuming rules and procedures of the Federal E-rate Program. The overriding goal that drives our organization is simple: make the E-rate program work for our clients.

Tel/Logic, d.b.a. E-Rate Central, does not provide, nor does Tel/Logic or any of its employees have a financial or marketing interest in any other organization that provides E-rate eligible services. Most specifically, Tel/Logic *does not have a Service Provider Identification Number (SPIN)*, a basic requirement for doing business as an E-rate vendor.

- Our goal has been to **make the E-rate program work for our clients** since the firm began in 1997.
- We are a **nationally recognized and respected** firm.
- We are involved with all aspects of the E-rate program at the **local, state, and national levels**.
- Our **reputation** is for providing **honest, expert, and timely support** to our E-rate clients.
- Our **primary business** is to provide application, administrative, compliance, auditing, appeal, document retention, and program management services.
- Services include statewide training, procurement assistance, E-rate forms preparation, application review, advocating policy on behalf of clients, and appeal preparation.
- Our client base ranges from **the largest consortia and public school districts across the nation** (New York City, Chicago, Albuquerque, and North Carolina Department of Public Instruction) to very **small districts, charter schools, private schools and libraries (Hondo Valley, Cloudcroft, and Capitan)**.
- Our services are used by more than 3000 schools
- We are the State E-rate Coordinators for New York, Delaware, Louisiana and Michigan Departments of Education, and the **Library of Virginia**.
- We are a member of the State E-Rate Coordinators Alliance (SECA).
- We are a founding member of the E-rate Management Professionals Association (E-mpa), where we are a current Board member.
- We have **187 years of combined experience**.
- Our employees have professional backgrounds that include state E-rate coordination, school district administration, telecommunications, and administrative leadership at USAC/SLD
- Our firm's Executive Director, Win Himsworth, testified before the Senate Commerce Committee in 2003 about the state of the E-rate program at a time when the program was undergoing scrutiny by Congress.
- We publish a weekly newsletter with analysis of E-rate program actions and prognosis that is widely read not only by clients, but also by many in the E-rate community, including USAC and the FCC.

Part of E-Rate Central's philosophy is that one solution does not fit all situations and may not be appropriate for all school districts. Our objective, working within program guidelines, is to provide the maximum amount of options for our clients. We also are not reluctant to advocate for the modification of rules when that appears to best address program inequities or conflicts with local rules and practices.

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E-RATE CENTRAL South Central

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Personnel

E-Rate Central's 32 employees have professional backgrounds that include:

- State E-rate coordination
- School district administrative leadership in E-rate, technology, and purchasing departments
- Telecommunications
- USAC/SLD administrative leadership in compliance, program processes, and Solix operations
- Bachelor and/or graduate degrees in relevant fields, including K-12 education, Instructional Technology, and School Leadership
- Combined E-rate knowledge of 187 years
- Members of E-mpa (E-rate Management Professional Association)
- E-mpa certifications
- Training in Six Sigma principles
- Expertise in database design, administration and software engineering
- Specialized training in computer networking
- Certificates in multi-media design and production
- Expertise in project and program management

E-Rate Central will work with Prince William County Public Schools to review their current E-rate processes, and we will offer suggestions to optimize these processes to improve Prince William County Public Schools' E-rate benefits. Our previous experience working with Prince William, as well as other districts, schools and libraries of all types and sizes, gives E-Rate Central not only a broad, but also a unique perspective on what structures work best from an E-rate perspective.

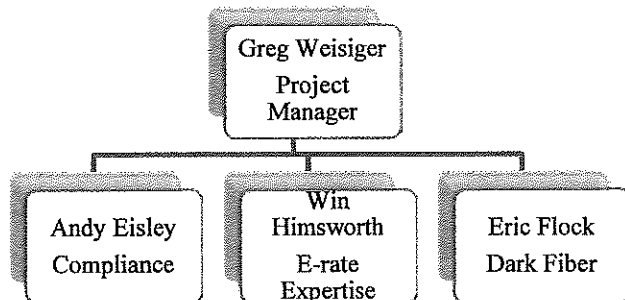
Management Approach

E-Rate Central's management approach depends on the nature of the project. We strive to ensure that the appropriate levels of resources are assigned to each task. The chart on the next page shows the proposed roles for the Senior Leadership team that will be involved with this venture. Please note that this flow chart does not represent all of the resources E-Rate Central will be assigning to this endeavor, but these are the key resources that are likely to engage with Prince William County Public Schools. We use a very collaborative approach to managing projects and strive to have the appropriate resources performing each task. E-Rate Central staff will be able to support Prince William County Public Schools remotely and will travel to Prince William County as needed.

Mr. Greg Weisiger will continue to head the team supporting this project, but it will be a company wide effort. Mr. Weisiger will be a vital resource to the team and will take the lead on technology projects guidance, filing strategies, and working with USAC to resolve any issues if any arise. Eric Flock, with his 9 years at USAC, where he had been leading the development and implementation of PIA Procedures, Service Eligibility Procedures, and the new fiber rules, will be of paramount value to this project.

Mr. Himsworth, the Executive Director of E-Rate Central, is one of the most respected E-Rate minds in the country. While he will not be performing many of the day-to-day tasks associated with this project, he will be advising the team on policy issues and will help proffer solutions to the many challenging issues that may arise. Mr. Eisley's background in compliance at the school and federal program level will be an asset to Prince William County Public Schools' long range plans.

Proposed Senior Management Team



Key Personnel

Greg Weisiger, Project Manager for Prince William County Public Schools/*Expertise: Appeals*

Greg Weisiger is nationally-known as a premier E-rate appeals expert. Mr. Weisiger joined E-Rate Central in 2007 after serving as the state E-rate Coordinator for Virginia since the inception of the E-rate program in 1997. Greg regularly conducts national webinars on the latest E-rate rules and regulations and has testified before the FCC on the issue of “Waste, Fraud, and Abuse.” He is currently the State E-rate Coordinator for Library of Virginia. **He has been working with Prince William County Public Schools’ as an E-rate Consultant since 2009.**

Andrew Eisley, Director of E-Rate Central’s North Carolina Office, *Expertise: Compliance*

Andy Eisley joined E-Rate Central after 11 years with the Schools and Libraries Division of USAC. His positions at the SLD included: Program Compliance Appeals Auditor (1999 through 2002); Manager of Processes and Procedures (2002 through 2003); Senior Manager Post-Commitment Operations (3rd ranked at the SLD; 2003 through 2010). Mr. Eisley is a member of SECA, and was a principal author of the Certified E-Rate Management Professionals Exam.

Eric Flock, Director of E-rate Services/New York Headquarters, *Expertise: Fiber and Broadband; PIA; Product and Service Eligibility; Schools, Libraries, and State Networks*

For the past nine years, Eric worked at USAC as a part of the Schools and Libraries Division’s senior management team. In his role at USAC, Eric was responsible for determining the eligibility of products and services, and for creating and updating the PIA application review procedures. Prior to USAC, Eric worked at USAC’s contractor, Solix Inc., as an Initial Reviewer, Final Reviewer and Quality Assurance Reviewer, before serving as the Cost-Effectiveness Manager and the Services Team Manager.

Winston Himsworth, Executive Director, E-Rate Central

Win Himsworth is the President and co-founder of E-Rate Central. He is one of the first nationally recognized consultants in this field and one of the founders of the influential State E-Rate Coordinators Alliance (SECA). He has served on the USAC Task Force on Waste, Fraud, and Abuse; and testified as an expert on the program before the Senate Energy and Commerce Committee in 2003. Win has more than 40 years' experience in telecommunications and education working with schools, carriers, manufacturers, regulators, and bankers in the areas of strategic planning, marketing, financing, and regulation.

Supporting Personnel

Caroline D. Wolf *Expertise: Library Compliance*

Caroline Wolf has more than a decade of hands-on E-rate application experience. Ms. Wolf started her career in public libraries and is a former State E-rate Coordinator for libraries in Louisiana. As Technology Consultant and E-Rate Coordinator for Louisiana libraries, Ms. Wolf acted as project manager for implementation of a statewide library network and filed Statewide library consortium applications. She is a former member of the ALA E-Rate Task Force. Currently, in addition to providing client support for schools, she assists the State E-rate Coordinator for schools in Louisiana and is a member of the State E-rate Coordinators' Alliance (SECA). In addition, Ms. Wolf has provided E-rate training sessions in both Louisiana and New Mexico. She works with applicants in Louisiana, New Mexico, South Carolina and Montana. She has been certified as an E-rate Management Professional by the E-Rate Management Professionals Association (E-mpa). Caroline is currently on the E-mpa Board.

Debra Kriete, Esq. *Expertise: Legal Counsel*

Debra Kriete has been involved with the E-rate program since the Telecommunications Act of 1996. Ms. Kriete was appointed as the first general counsel of the E-rate administrator, the Schools and Libraries Division of the Universal Service Administrative Company. Ms. Kriete was responsible for implementing the program rules from November 1997 through mid-1999. Since 2004, Ms. Kriete has worked almost exclusively on E-rate matters; successfully applying for E-rate on behalf of school applicants that includes the filing of all forms and provision of advice regarding all aspects of E-rate compliance. She has assisted numerous clients in the successful completion of E-rate audits and payment quality assurance reviews. As a separate service to other clients for which she was not involved with the initial E-rate funding applications, she has filed successful appeals to overturn E-rate funding denials. Ms. Kriete also serves as a state E-rate coordinator since 2004 and files a statewide network consortium application on behalf of the state's public schools.

Bruce Conlin, *Expertise: NSLP data*

Mr. Conlin, a senior member of E-Rate Central, has expertise in determining the highest, legal discount percentage for each of our clients. Whether it's New York City with over 1,500 schools or the Cohoes City School District (NYS) with 7 schools, considerable effort is made to determine the best data available for the highest discount percentage for each school or library entity.

Christine Hoyler, *Expertise: Technology Plans*

The technology planning effort is coordinated by Ms. Hoyler who holds a Master's degree in Educational Technology. She is one of three Universal Service Administrative Company (USAC) certified Technology Plan Approvers in the United States, who has approved plans for schools, school districts, and libraries across the nation.

Julianne Himsworth, Ed.D. *Expertise: Technology Staff Development/K-12 Assessment*

Dr. Himsworth has extensive experience as a school district technology coordinator as well as a technology staff developer for schools throughout Long Island, New York. Her background includes teaching on the K-6 Level (Permanent NYS Certification) and as an Assistant Principal (Permanent NYS Certification in Administration and Supervision) in a K-6 Public School. Dr. Himsworth holds a Doctor of Education degree in Instructional Technology and Media from Teachers College, Columbia University, as well as a Master of Science degree focusing on education. Her research has focused on teacher resistance to technology use in the classroom.

Nancy Bradley, *Expertise: Computer Network Engineering*

Ms. Bradley joined E-Rate Central as Director of Technology after owning KEY Computing, Inc. for 24 years. Ms. Bradley has a Network Engineering certification and has extensive experience in all facets of LAN and WAN technologies. Ms. Bradley heads our IT team and is instrumental in developing tools that allow for sophisticated analysis of E-Rate data.

Minority and Women-Owned Enterprise Commitment

E-Rate Central contracts with two outstanding female-owned businesses with solid technical expertise. In cases where a client may need explanations or clarifications regarding technical issues and how they related to E-rate, both Key Computing and Mackenzie New Media provide such assistance for E-Rate Central clients. Below are their responsibilities and background.

KEY Computing, Inc.

KEY Computing is a woman-owned business with offices near the E-Rate Central corporate office in New York. KEY Computing is a full-service System Integrator and Network Management provider. Leveraging the power of their new Managed Services platform, KEY Computing provides the latest technologies in Voice and Data Network configurations and technology requirements for E-Rate Central. The company has been in business for over 22 years and has provided computer support and managed services to E-Rate Central for the last ten years. The owner has worked in the Computer Consulting field since 1981 and, together with a talented staff, delivers diverse technical services including (but not limited to) computer network managed services, backup and disaster recovery, security solutions, VoIP phone support, technical project management, and vendor management.

Mackenzie New Media, Inc.

Mackenzie new Media, Inc. is a certified Minority/woman-Owned Business Enterprise (B/WBE) based in

Long Beach, New York. Kathy Mackenzie serves as the firm's president. The primary services that Mackenzie New Media provides to E-Rate Central are webmaster and email support services. The firm has been a subcontractor with E-Rate Central for nine years. The company provides support to other diverse firms ranging from public schools to on-line book distributors.

Financial Statements

Tel/Logic Inc., d.b.a. E-Rate Central, is a small private company and does not contract with its accountants for fully audited statements. As a part of the preparation of our annual corporate taxes, our accounting firm, Fulvio and Associates, L.L.P.: (a) reviews all cash payments and dispersals from our accounting files; (b) maintains and updates our amortization and depreciation schedules; and (c) prepares a final income statement and balance sheet.

As an alternative, our accountants have proposed preparation of an accounting compilation memorandum on their letterhead. The estimated timeframe for completing this work for the two preceding fiscal years would be 3-4 weeks. If required as a condition for executing a contract with Prince William County Public Schools, Tel/Logic is prepared to undertake the requisite time and expenses of this more formal financial review.

Please refer to Tab 6 for our corporate tax returns for 2012 and 2013, as well as our Profit/Loss Sheet for 2014-2015. Please contact us if further clarification is needed.

Tab 8 includes copies of our Company Insurance documents that will include the name of Prince William County Public Schools when E-Rate Central is awarded Consultant contract.

ATTACHMENT B

Solicitation # U-TC-002-17

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: 19 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: Current Client since 12/13/2012 Chesapeake Public Schools	Contact Name: Kathleen Pitchford	Contact Title: Dir. Of Information Tech.
Address: 312 Cedar Road Chesapeake, VA 23322			Phone No. 757-482-5635
E-mail: kate.pitchford@cpschools.com			Fax No. 757-482-5718
2.	Customer Name: Current Client since 5/16/2008 Loudoun County Public Schools	Contact Name: Justin Donovan	Contact Title: Dir. of Tech. Operations and Support
Address: 43711 Partlow Road Ashburn VA 20147			Phone No. 571-252-2105
E-mail: Justin.Donovan@lcps.org			Fax No. 703-779-8996
3.	Customer Name: Current Client since 11/1/2013 Stafford County Public Schools	Contact Name: Andy Wolfenbarger, Ed.D.	Contact Title: Supervisor of Technology
Address: 31 Stafford Ave. Stafford, VA 22544			Phone No. 540-658-6744
E-mail: wolfenbargeram@staffordschools.net			Fax No. 540-658-5988

ATTACHMENT A**PROPOSED COSTS**

Offerors shall submit proposed costs for the services listed below. All proposed costs shall be in the form of firm-fixed annual pricing and hourly pricings as outlined below:

Item #	Description of Services	Unit	Cost
1.	Full Comprehensive Consulting and Support Services (Reference Statement of Needs, Section 4.4, page 5.)	Annual Price	\$ <u>53,000.00</u>
2.	Consulting Services (Reference Statement of Needs, Section 4.5, page 6)	Hourly Price	\$ <u>250.00</u>

Please indicate below if your firm will accept PWCS credit card as a method of payment (Reference Section 10.3, page 12).

YES ^x NO

Exceptions

Tel/Logic Inc. dba E-Rate Central does not take any exceptions to
Prince William County Public Schools'

RFP #U-TC-002-17

Response to Section 4.6:

"A Description of a significant task not listed in the Scope of Services which they know to be necessary under the proposed contract"

E-Rate Central provides Virginia-specific assistance for utilizing state and other cooperative contracts. Included on the next few pages are updates and instructions for utilizing Virginia contracts that E-Rate Central provides to its clients. In its role as the Virginia State Libraries coordinator, E-Rate Central's Virginia office maintains contact with the Virginia Information Technologies Agency to ensure state contracts are E-Rate eligible for Virginia schools and libraries; E-Rate Central is uniquely qualified to represent Virginia applicants.

Understand E-Rate bids and the Mini-Bid process

DOE issued an E-Rate update last week announcing the availability of statewide Category 2 (equipment) contracts. The email mentioned the need for "mini-bids" before selecting and contracting with vendors. The email also included a sample mini-bid worksheet and sample letter of intent for vendors. I received numerous questions about this email. Now that the contracts have been posted, here is some clarification!

For every E-Rate eligible service and equipment request, there must be a Form 470 associated with it. The Form 470 is the procurement document for E-Rate, but does not replace state or local procurement regulations. Each division typically posts a Form 470 for services in general or when an RFP is issued. The state also posts 470s when RFPs are issued for E-Rate eligible services. The state posted Form 470s for the broadband contracts, equipment contracts and phone service.

If the state awards contracts to multiple vendors for the same service or equipment and **when school divisions cite the state 470 (not the local 470)**, they are required to perform a comparison between vendors and select the most cost effective vendor, with price being the primary consideration. More than one criterion can be used for evaluation such, such as previous experience, local vendor, reputation, etc.

The new equipment contracts are available here: <http://vita2.virginia.gov/procurement/contractBrowse.cfm?qsCat=1000108> Attached is a spreadsheet listing equipment vendors, equipment under each contract and the discount off list price for educational institutions. As of this email, ABS Technology pricing is not available on the VITA website.

Using the spreadsheet, the possible vendors for Aerohive equipment are ABS, CDW-G, Converged Networks, and Daly Computers. From the prices available, CDW-G offers the lowest price (51 percent off list). However, if other factors such as previous experience and reputation are considered, any other vendor could be selected. Just keep the documentation – with price being the highest weight.

For equipment where a single vendor is available, there is no need for a mini-bid. For example, Daily computers is the only vendor offering Barracuda firewalls.

	Aerohive	Aruba/HP	Arista	Avaya	Barracuda	Brocade	Cisco	Extreme	Frescout	Fortinet	Juniper
ABS Technology	45-47	percent off list					39-40	off list			
CDW-G	51	43.5	off list	43	off list	52	off list	49	41.5	off list	
Converged Networks	40					58	off list	58.5			
Copper River IT			39.5	43					19		52.25
Carousel Industries		38-39		41-42				40-41			
Daly Computers	44-45	38-39				10	50-51	36-37	36-38	21-23	
Disys Solutions							42.5-45.5				
Eastern Data			37								
Electronic Systems			38				58.5	44			
Infian							58.5				
Networking Technologies And Support							56				
PCMG, Inc		33-38					58.5	39-42			
Presidio Networked Solutions							46-46.8				

Meraki	Mojo	Netgear	Palo Alto	Sophos	Ruckus	Xirrus	Installation/Design Per hc Managed Network Services
39-40 off list							50/basic install, 150/engi Available
49							125
50							140/installation, 162/engineering
			32				130/installation, 110/engineering
			32-33				120 installation and engir 149-199/student
42.5-45.5							100/installation, 125 engi Available
		45-55					80/installation, 110 engineering
							161/installation,134 engii Available
					53		
					38-43		175/installation, 150 engineering
39-42					45-48		175/installation, 155 engineering
							145/installation, 145 engineering

Once a vendor selection has been made, follow the process for securing service from a state contract provider. For example, if selecting a broadband vendor from the state zip code broadband search, a Direct Service Plan request must be sent to the Virginia Information Telecommunications Agency (VITA) and confirmation of selection to the winning vendor. The broadband zip code search is available here: <http://vita2.virginia.gov/procurement/BroadBandZipSearch.cfm> Simply enter the zip code of the location where service is desired and select the type of service (Fiber to Premise is the same as dedicated Internet access) and do a mini-bid of the available vendors. If you suspect special construction might be involved, contact the vendors and confirm service availability and any one-time costs. We have discovered a number of vendors are resellers of local service and may not be able to actually provide service at listed prices.

The major advantages of using the state 470 and state contracts include no need to do a local RFP, negotiated pricing, universal E-Rate eligibility, and state protection from abusive and stringent vendor contract terms. These contracts can be used immediately and E-Rate forms filed immediately.

For school divisions using local 470s: The 470 must describe all eligible services requested with a reasonable amount of detail for vendors to respond. The 470 must be posted for 28 days before bidding is closed. From the legitimate responses, an evaluation must be made (with price being the primary consideration). Once a selection has been made, notify the winning bidder and either enter into a contract or authorize service to begin on a month to month basis and/or issue a purchase order.

If the local 470 responses are inadequate, applicants may contact other vendors and request proposals to be added to the evaluation sheet.

Vendors holding state master contracts may respond to local 470 postings. When this happens, only the vendors responding to the 470 need to be considered – there is no need to do a “mini-bid” of all other state contract holders.

Further information about Mini Bids

There continues to be a great deal of confusion about the Mini-Bid process mentioned on DOE webinars. We have not used mini-bids to a great extent in Virginia for E-Rate related purchases; however, with new broadband and equipment contracts from VITA, we will have more of these.

For E-Rate discounts, every funding request must have a Form 470 as the basis for securing service. The 470 can be filed by individual school divisions or libraries or by the state. They can be filed in conjunction with an RFP or as stand-alone requests. All valid responses to the Form 470 posting must be evaluated with price as the highest weight.

The vast majority of applicants file local 470s and evaluate all responses received or solicited. The evaluation for local 470s is straightforward and typically based on just a few responses.

When using a state 470 where more than one contract was awarded, school divisions must evaluate all available contracts and select the most cost effective contract. This is called a mini-bid. When using the state 470, a mini-bid will almost always be required. For example, there are 13 state equipment contracts that resulted from the state RFP and 470 posting. I separated the vendors by equipment brand covered on a spreadsheet. This significantly reduces the number of vendors for the mini-bid. School districts that use

Cisco equipment and are only considering Cisco equipment will need to do a mini-bid between ABS, CDW-G, Daly, Disys, Electronic Systems, PCMG, and Presidio. Because prices are posted, there is no need to contact vendors in most cases. Simply evaluate the choices select a vendor and request a quote. In case of an installation project, vendors would need to be contacted for individual quotes. The mini-bid can be done using almost any criteria, such as the example below.

When using the state 470 and VITA state Zip Code search: <http://vita2.virginia.gov/procurement/BroadBandZipSearch.cfm> only a few potential vendors will be shown for a particular service. The mini-bid will only be between a few vendors as opposed to the 18 vendors listed as awardees.

An important note - If using a local 470 and a state contract holder responds to the local 470, there is no need for a mini-bid. This applies to both the equipment contract list as well as the Zip Code search.

Advantages of using state master contracts include protection from harsh vendor terms and conditions, non-appropriation clauses, eliminates the need for local RFPs and bids and competitive pricing. While state law allows school divisions to select any vendor on the contract award list, E-Rate requires the mini-bid process.

Sample Evaluation (Mini-bid or otherwise)

Selection Criteria	Weight*
Recurring Prices/Charges	35%
Additional Costs	20%
Prior Experience	15%
Demonstrated Reliability	15%
Local Presence	15%

State Master Contracts available for all E-Rate applicants

Broadband Services (RFP 2015-17)

Contract Number(s) VA-151015-(Varies by vendor)

<http://vita2.virginia.gov/procurement/contractBrowse.cfm?qsCat=1000066>

Contract Award Date: 12/04/2015

Contract expires 6/30/2017 and has three one-year renewals (2020)

470: 325570001348162

Contract covers a wide range of broadband services including WAN, Internet Access and phone service

Select vendors using ZIP Code Search and do mini-bid from available vendors:

<http://vita2.virginia.gov/procurement/BroadBandZipSearch.cfm>

Order services directly from vendor and submit a Direct Service Plan order to VITA:

https://vita2.virginia.gov/scm/CPN1_Release.cfm

Equipment Contracts (RFP 2016-06)

Contract Number(s) VA-160324- (Varies by vendor)

<http://vita2.virginia.gov/procurement/contractBrowse.cfm?qsCat=1000108>

Contract Award Date 03/24/2016

Contract Expiration Date: 03/23/2018

470: 160012730

Select vendors based on equipment needs and mini-bids between available vendors

Spreadsheet includes vendors and specific awards

Order services directly from vendors and cite the state contract

Verizon/CenturyLink Contracts

Contract Numbers: Verizon Business: VA-151028-MCI

CenturyLink: VA-151028-CTL

Contract Award date: 10/28/2015

Contract Expiration Date: 10/27/2020 and has five one-year renewals (2025)

470: 887320001134227

Contract covers phone voice and VOIP, broadband WAN and Internet Access

Note: When requesting E-Rate funding add USF fees for Verizon Internet (17 percent)

Order service directly from vendor and cite state contract.

Cable and installation contract (IFB 2016-08)

Contract Award Date: 03/22/2016

470: 160021060

No other information is available on these contracts at the moment.



CERTIFICATE OF LIABILITY INSURANCE

JTM
R054DATE (MM/DD/YYYY)
4/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
PAYCHEX INSURANCE AGENCY INC
210705 P: F: (888) 443-6112
PO BOX 33015
SAN ANTONIO TX 78265

CONTACT
NAME: _____
PHONE (A/C, No, Ext): _____ FAX (A/C, No): (888) 443-6112
EMAIL: _____
ADDRESS: _____

INSURED
TEL LOGIC INC D/B/A E-RATE CENTRAL
400 POST AVE STE 410
WESTBURY NY 11590

INSURER(S) AFFORDING COVERAGE
INSURER A: Twin City Fire Ins Co NAIC# 29459
INSURER B: _____
INSURER C: _____
INSURER D: _____
INSURER E: _____
INSURER F: _____

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LT#		INSR	BYD		(MM/DD/YYYY)	(MM/DD/YYYY)	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER: _____						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N						E.L. EACH ACCIDENT \$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$100,000
							E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jan Taylor

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One Tower Square, Hartford, Connecticut 06183

BUSINESSOWNERS COVERAGE PART DECLARATIONS

OFFICE PAC

POLICY NO.: 680-1720C823-15-42

ISSUE DATE: 09/24/2015

INSURING COMPANY:

TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

POLICY PERIOD:

From 11-08-15 to 11-08-16 12:01 A.M. Standard Time at your mailing address

FORM OF BUSINESS: CORPORATION

COVERAGES AND LIMITS OF INSURANCE: Insurance applies only to an item for which a "limit" or the word "included" is shown.

COMMERCIAL GENERAL LIABILITY COVERAGE

OCCURRENCE FORM	LIMITS OF INSURANCE	
General Aggregate (except Products-Completed Operations Limit)	\$	4,000,000
Products-completed Operations Aggregate Limit	\$	4,000,000
Personal and Advertising Injury Limit	\$	2,000,000
Each Occurrence Limit	\$	2,000,000
Damage to Premises Rented to You	\$	300,000
Medical Payments Limit (any one person)	\$	5,000

BUSINESSOWNERS PROPERTY COVERAGE

DEDUCTIBLE AMOUNT: Businessowners Property Coverage: \$ 1,000 per occurrence.
Building Glass: \$ 1,000 per occurrence.

BUSINESS INCOME/EXTRA EXPENSE LIMIT: Actual loss subject to a maximum limit of \$ 500,000
Period of Restoration-Time Period: 72 Hours

ADDITIONAL COVERAGE:

Fine Arts: \$ 25,000

Other additional coverages apply and may be changed by an endorsement. Please read the policy.

SPECIAL PROVISIONS:

**COMMERCIAL GENERAL LIABILITY COVERAGE
IS SUBJECT TO A GENERAL AGGREGATE LIMIT**

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BUSINESSOWNERS PROPERTY COVERAGE

PREMISES LOCATION NO.: 001

BUILDING NO.: 001

COVERAGE		LIMIT OF INSURANCE	VALUATION RC*	COINSURANCE N/A	INFLATION GUARD 0.0%
BUSINESS PERSONAL PROPERTY	\$	36,283			
*Replacement Cost					

COVERAGE EXTENSIONS:

Accounts Receivable	\$	25,000
Valuable Papers	\$	25,000

Other coverage extensions apply and may be changed by an endorsement. Please read the policy.

SECTION 11

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS (PWCS) GENERAL TERMS AND CONDITIONS (RFP-Revised 7/19/13)

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. Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting proposals: failure to do so will be at the Offeror'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 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.

CONDITIONS OF OFFERING A PROPOSAL

2. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, PWCS will publicly post such notice on the Purchasing Web site, <http://purchasing.departments.pwcs.edu/>.
3. **DEBARMENT STATUS:** By submitting their proposal, the Offeror certifies that he/she is not currently debarred by the Commonwealth of Virginia or PWCS from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor is the Offeror an agent of any person or entity that is currently so debarred.
4. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposal, the Offeror certifies that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, 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.
5. **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 opened.

CODE RED: All PWCS schools are closed. Administration offices are closed.

- 5.1. In the event of a delay school opening, all times shall remain as stated in the Request for Proposal.
- 5.2. In the event that PWCS closes on a CODE GREEN, any optional/mandatory pre-proposal conference and all proposal openings will be held as scheduled.

- 5.3. In the event that PWCS closes on a CODE RED, any optional/mandatory pre-proposal conference and all 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.

6. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the PWCS Purchasing Office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the Purchasing Office. Proposals received in the Purchasing Office after the date and hour designated are **late**, 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 Offeror to ensure that his/her proposal reaches the Purchasing Office by the designated date and hour.**

7. **MANDATORY USE OF PWCS FORM AND TERMS AND CONDITIONS:** Failure to submit a proposal in the format as required by the Request for Proposals may be cause for rejection of the proposal. Modification of or additions to the General and/or Special Terms and Conditions of this solicitation may be cause for rejection of the 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 proposal as non-responsive. As a precondition to its acceptance, PWCS may, in its sole discretion, request that the Offeror withdraw or modify any additions or deletions to the proposal.

8. **OBLIGATIONS OF OFFEROR:** By submitting a proposal, the Offeror covenants and agrees that they are satisfied, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of misunderstanding or lack of information.

9. **OFFICIAL NOT TO BENEFIT:**

- 9.1. Each Offeror certifies by signing a 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 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, rescission of the contract, or recovery of the cost of the financial benefit from the contractor, recipient, or both.

- 9.2. 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 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.

- 9.3. In the event the Offeror has knowledge of benefits as outline above, this information should be submitted with the proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the Offeror shall address the disclosure of such facts to: Supervisor of Purchasing, Prince William County Public Schools, P.O. Box 389, Manassas, VA 20109. The Request for Proposal number shall be referenced in the disclosure.

10. **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,
Scope of Services
The signed proposal submitted by the Contractor,
Request for Proposal,
Any Special Terms and Conditions,
These General Terms and Conditions (lowest precedence).

11. **QUALIFICATIONS OF OFFERORS:** PWCS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the item(s) and the Offeror shall furnish to PWCS all such information and data for this purpose as may be requested. PWCS reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. PWCS further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy PWCS that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated herein.
12. **VENDOR REGISTRATION:** All vendors desiring to provide goods and/or services to PWCS shall register on-line at <http://purchasing.departments.pwcs.edu/>. Failure to register will result in the proposal being non-responsive unless an acceptable reason for the failure to register is approved by the Supervisor of Purchasing.

CONTRACT PROVISIONS

13. **ANTI-DISCRIMINATION:** By submitting their proposal, the Offeror 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 Section 2.2-4311 of the Virginia Public Procurement Act (VPPA). In every contract over \$10,000 the provisions in 13.1 and 13.2 below apply:

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

- 13.1. 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.

- 13.2. 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.

- 13.3. 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.

- 13.4. The Contractor will include the provisions of 13.1, 13.2 and 13.3 above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

14. **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.

15. **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.

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

17. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of PWCS Supervisor of Purchasing.

18. **AUTHORITY TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA:** Any Offeror registered or organized as a stock or non-stock 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 Virginia Public Procurement Act (VPPA) § 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 Offeror by the State Corporation Commission must be written in the space provided on the proposal submission form and Vendor Information Form. Any Offeror 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 Offeror is not required to be registered. Failure of a prospective and/or successful Offeror 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 Offeror pursuant to the VPPA § 2.2-4311.2., Code of Virginia, Title 13.1 or Title 50 may be cause for debarment by PWCS.

19. **BUSINESS LICENSES:** The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Prince William

County Code. Information regarding business license requirements is available on the Prince William County website at www.pwccgov.org.

20. **CONTRACT DOCUMENTS/PURCHASE ORDERS:** The Contract entered into by the parties shall consist of the Request for Proposal, the signed proposal submitted by the Contractor, the Notice of Award or Purchase Order/Contract, these General Terms and Conditions and any Special Terms and Conditions, 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.

21. **CONFIDENTIALITY AND RETURN OF RECORDS:**

21.1. The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of PWCS' request for services under this Contract, are confidential records ("Record" or "Records"), and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Contract Administrator or designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Contract Administrator or designee for response. At PWCS' request, the Contractor shall deliver all Records to the Contract Administrator, including "hard copies" of computer records, and at the PWCS request, shall destroy all computer records created as a result of PWCS' request for services under this Contract.

21.2. The Contractor agrees to include the provisions of this section as part of any Contract the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract.

21.3. No termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating this section.

22. **COPYRIGHT:**

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

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

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

23. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees as follows:

23.1. Provide a drug-free workplace for the Contractor's employees.

23.2. 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.

23.3. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.

23.4. 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.

24. **EMPLOYEES NOT TO BENEFIT:** No employee of PWCS shall be admitted to any share or part of this contract or to any benefit that may arise therefrom which is not available to the general public.

25. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** In accordance with §2.2-4311.1 of the Code of Virginia, the Contractor acknowledges that it does not, and shall not, during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in The Federal Immigration Reform and Control Act of 1986.

26. **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.

27. **LIABILITY:** The Contractor will not be held responsible for failure to perform the duties and responsibilities imposed by the contract if such failure is due to strikes, fires, riots, rebellion and major forces beyond the control of the Contractor that make performance impossible or illegal, unless otherwise specified in the Contract.

28. **MODIFICATIONS TO THE CONTRACT:** PWCS may, upon mutual agreement with the Contractor, issue written modifications to the scope of services 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:

- 28.1. The written modification shall stipulate the mutually-agreed price for the specific addition to or deletion from the scope of services which shall be added to or deducted from the contract amount.
- 28.2. 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.
- 28.3. 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.
29. **NON-DISCRIMINATION OF CONTRACTORS:** Any potential Offeror or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations are also protected from discrimination on the basis of religious character as provided below.
- 29.1. Faith-based organizations may enter into contracts with PWCS on the same basis as any other nongovernmental source may do so without impairing the religious character of such organization and without diminishing the religious freedom of the beneficiaries of assistance provided under such contracts.
- 29.2. PWCS shall not impose conditions on contracts that restrict the religious character of the faith-based organization, except that money paid to the faith-based organization by or on behalf of PWCS will not be spent for religious worship, instruction, or proselytizing.
- 29.3. Any faith-based organization awarded a contract by PWCS 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 PWCS.
- 29.4. Faith-based organizations retain the right to employ persons of a particular religion to perform work connected with the carrying on by such organization of its activities.
- 29.5. If an award of contract is made to a faith-based organization, and an individual who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, PWCS shall offer the individual, within a reasonable period of time after the date of objection, access to equivalent goods, services, or disbursement from an alternative provider.
- 29.6. Any faith-based organization that is awarded a contract to provide goods, services, or disbursements to individuals shall also provide to such individuals a notice in bold face type that states: "Neither the public body's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider."
30. **PATENTS AND ROYALTIES:** The Contractor covenants to save, defend, keep harmless, and indemnify PWCS and all of its officers, departments, agents and employees (collectively known as "PWCS") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark copyright, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by PWCS. If the Contractor uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood without exception that the contract price includes, all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.
31. **PRICE REDUCTION:** If at any time after the date of the 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 proposal 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.
32. **PROJECT STAFF:** PWCS will, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If PWCS reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to PWCS in a timely manner and at no additional cost to PWCS. The day-to-day supervision and control of the Contractor's employees shall be the sole responsibility of the Contractor.
33. **RELATIONSHIP TO PWCS:** The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered servants or agents of PWCS. PWCS will not be legally responsible for any negligence or other wrongdoing by the Contractor, its servants or agents. PWCS will not withhold from the contract payments to the Contractor any federal or state unemployment. PWCS will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by PWCS for its employees.
34. **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.

35. SUBCONTRACTS:

- 35.1. The Contractor shall not enter into any subcontract with any subcontractor who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the State in which the work under this contract is to be performed.
- 35.2. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- 35.3. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- 35.4. Nothing contained in this contract shall create any contractual relationship between any subcontractor and PWCS.
- 35.5. PWCS has the right to approve or disapprove the use of any subcontractors being offered by the Contractor.

36. 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:

- 36.1. 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.
- 36.2. 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.

37. 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 effected 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.

38. USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS:

38.1. Offerors are advised that all resultant contracts will be extended, with the authorization of the Offeror, to Northern Virginia Metropolitan Washington Council of Governments jurisdictions and other jurisdictions and Political Subdivisions of the Commonwealth of Virginia to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other jurisdiction decides to use the final contract, the Contractor must deal directly with that jurisdiction or political subdivision concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. PWCS acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your proposal.

38.2. It is the awarded vendor's responsibility to notify the jurisdictions and political subdivision of the availability of the contract.

38.3. Each participating jurisdiction and political subdivision 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.

38.4. 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.

39. 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.

39.1. Cost estimates relating to a proposed transaction prepared by or for a public body shall not be open to public inspection.

39.2. Proposal records shall be open to the public only after award.

39.3. 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.

39.4. Trade secrets or proprietary information submitted by any 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 offeror or Contractor invokes the protection of Virginia Code 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. Offerors may not declare the entire proposal proprietary nor may they declare proposed pricing to be proprietary.

39.5. Nothing contained in this section shall be construed to require PWCS to furnish a statement of the reason(s) why a particular offer was not deemed to be the most advantageous to PWCS.

40. 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.

41. PAYMENT TERMS:

- 41.1. The Contractor shall be paid on the basis of invoices submitted, to be paid net thirty (30) days from receipt and approval by an authorized PWCS official. Payment shall be made after satisfactory performance of the contract in accordance with all of the provisions thereof 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 provisions of the contract or any modifications thereto.
- 41.2. 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.

42. PAYMENT TO SUBCONTRACTORS:

- 42.1. A Contractor awarded a contract under this solicitation is hereby obligated to:
- 42.1.1. 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,
- 42.1.2. Notify PWCS and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason for such.
- 42.2. 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.
- 42.3. The provisions of 42.1 through 42.3 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.

43. **TAX EXEMPTION:** PWCS is exempt from the payment of federal excise or Virginia Sales and Use Tax. The proposal price must be net, exclusive of taxes. When under established trade practice, any federal excise tax is included in the list price, the Offeror 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 at <http://purchasing.departments.pwcs.edu/>.

OFFEROR/CONTRACTOR REMEDIES

44. **ACCEPTANCE OF OFFERS BINDING 120 DAYS:** Unless otherwise specified in the RFP, all formal offers submitted shall be binding for one hundred twenty (120) calendar days following proposal opening date, unless extended by mutual consent of all parties.
45. **ARBITRATION:** It is expressly agreed that nothing under the contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the contract documents.

46. **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 and its authorized agents shall have full access to and the right to examine any of said material during said period.

47. **CONTRACTUAL DISPUTES:** Any dispute concerning a question of fact 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.

48. **EXHAUSTION OF ADMINISTRATIVE REMEDIES:** No potential Offeror 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.

49. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Offeror may protest the award or decision to award a contract by submitting a protest in writing to the Protest Officer 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 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 Protest Officer shall issue a decision in writing within ten (10) calendar days of the receipt of the protest stating the reasons for the action taken.

- 49.1. 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 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.

- 49.2. 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.

- 49.3. An award need not be delayed for the period allowed an Offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the offer would expire.

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

PROPOSED COSTS

Offerors shall submit proposed costs for the services listed below. All proposed costs shall be in the form of firm-fixed annual pricing and hourly pricings as outlined below:

Item #	Description of Services	Unit	Cost
1.	Full Comprehensive Consulting and Support Services (Reference Statement of Needs, Section 4.4, page 5.)	Annual Price	\$ <u>53,000.00</u>
2.	Consulting Services (Reference Statement of Needs, Section 4.5, page 6)	Hourly Price	\$ <u>250.00</u>

Please indicate below if your firm will accept PWCS credit card as a method of payment (Reference Section 10.3, page 12).

YES ^x NO

ATTACHMENT B

Solicitation # U-TC-002-17

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: 19 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: Current Client since 12/13/2012 Chesapeake Public Schools	Contact Name: Kathleen Pitchford	Contact Title: Dir. Of Information Tech.
Address: 312 Cedar Road Chesapeake, VA 23322		Phone No. 757-482-5635	
E-mail: kate.pitchford@cpschools.com		Fax No. 757-482-5718	
2.	Customer Name: Current Client since 5/16/2008 Loudoun County Public Schools	Contact Name: Justin Donovan	Contact Title: Dir. of Tech. Operations and Support
Address: 43711 Partlow Road Ashburn VA 20147		Phone No. 571-252-2105	
E-mail: Justin.Donovan@lcps.org		Fax No. 703-779-8996	
3.	Customer Name: Current Client since 11/1/2013 Stafford County Public Schools	Contact Name: Andy Wolfenbarger, Ed.D.	Contact Title: Supervisor of Technology
Address: 31 Stafford Ave. Stafford, VA 22544		Phone No. 540-658-6744	
E-mail: wolfenbargeram@staffordschools.net		Fax No. 540-658-5988	

**PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
Purchasing Office**

VENDOR INFORMATION FORM

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

Ordering/Purchase Order Submission:

Legal Business Name: Tel/Logic Inc.

D/B/A: E-Rate Central

Address: 400 Post Ave. Suite 410

City, State, Zip: Westbury, NY 11590-2291

Phone: 516-801-7885 Fax: 516-801-7895

Email: jhimsworth@e-ratecentral.com

Tax ID#: 11-2907608

Remittance: Check box if same as above ☒

Legal Business Name: _____

Address: _____

City, State, Zip: _____

Contact Information:

Name: Julianne Himsworth

Title: Procurement Specialist

Phone: 516-801-7885 Fax: 516-801-7895

E-mail Address: jhimsworth@e-ratecentral.com

**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

Form

W-9(Rev. December 2014)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification****Give Form to the
requester. Do not
send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Tel/Logic Inc.

2 Business name/disregarded entity name, if different from above
E-Rate Central

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
400 Post Avenue, Suite 410

6 City, state, and ZIP code
Westbury, NY 11590-2291

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-				
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or

Employer identification number

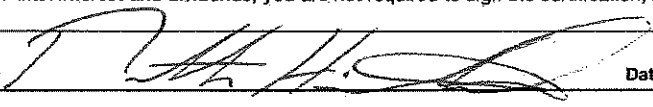
1	1	-	2	9	0	7	6	0	8
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Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ 

Date ▶ 08/05/2016

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.**Purpose of Form**

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

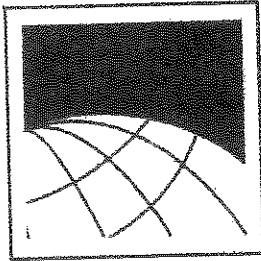
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Prince William County

PUBLIC SCHOOLS

Providing A World-Class Education

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.

Tel/Logic Inc. dba E-Rate Central

Company Name

400 Post Ave. Suite 410 Westbury NY 11590-2291

Company Address

Julleanne Himsworth

Print Name of Authorized Representative

Julleanne Himsworth
Authorized Representative Signature

RFP# U-TC-002-17

Purchase Order/Contract/Solicitation #

516-801-7885

Company Phone Number

Procurement Specialist

Authorized Representative Title

August 5, 2016

Date

NON-DISCLOSURE AGREEMENT

Prince William County Public Schools

THIS AGREEMENT, made and entered into as of this 5 day of August, 2016 by and between Tel/Logic Inc. dba E-Rate Central, having its principal office at 400 Post Ave. Westbury NY 11590-2291, hereinafter "Company" and Prince William County Public Schools (PWCS), having its principal office at Prince William County, The Commonwealth of Virginia, hereinafter "PWCS", establishes the terms and conditions under which the parties agree to exchange or disclose certain information, some of which may be confidential and proprietary and subject to the restrictions on use and disclosure that are expressed in this Agreement.

WHEREAS, the parties contemplate furnishing to or acquiring from each other data, services, or goods with the potential that the parties may do business together, and

WHEREAS, certain confidential and proprietary technical, financial, business, employee, student or other information, including but not limited to reports, plans, documents, drawings, machines, writings samples, tools, models, software, materials, and know-how may be disclosed between the parties orally or in writing.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Maintenance and Limited Disclosure of Confidential Information

- A. PWCS has developed certain information, some of which it considers to be confidential and proprietary information not publicly announced or disclosed, that relates to Consulting Services to Support to Support E-rate Program. PWCS agrees to make a limited disclosure of this information to company solely for the purpose of providing a comprehensive framework for maximum E-Rate funding.
- B. The parties hereby agree that all Information (written, oral or otherwise) is presumed to be confidential unless it is clearly marked otherwise.
- C. The parties hereby agree that all Confidential Information disclosed under this Agreement, unless written consent is otherwise granted by the disclosing party, shall continue to be maintained in confidence until returned or destroyed and shall be used solely in connection with the obligations undertaken in this Agreement.
- D. The parties hereby agree that the obligations imposed upon either party herein shall not apply to Confidential Information which:
 - 1. is or becomes publicly known through no wrongful act of the receiving party; or
 - 2. was in the public domain at the time it was disclosed to the receiving party; or
 - 3. was known to the receiving party at the time it was disclosed; or
 - 4. is or was rightfully received from another without any breach of this Agreement; or
 - 5. is independently developed by the receiving party; or
 - 6. is approved for release by prior written authorization of the discloser; or
 - 7. is required by operation of law to be disclosed.

The party seeking to establish such an exception has the burden of proving it with written documentation.

2. Security

- A. Access to all Confidential Information shall be restricted to those employees and persons in the receiving party's immediate organization (excluding parent corporations, subsidiaries, etc.) having a need to know to perform services specifically requested by one party or the other to fulfill the purpose of this Agreement. Such employees or persons shall be notified of the proprietary nature of such Confidential Information, and the receiving party shall use the same degree of care as it employs with its own Confidential Information, but in all events shall use at least a reasonable degree of care.
- B. Reasonable care to protect the Confidential Information shall include security at receiver's facilities, limiting access to a need to know basis, employee confidentiality agreements, with no expiration date, employee identification and education as to the need for security and confidentiality, direct instruction by the supervisors of the employees receiving the information not to re-disclose the information, and all other steps necessary to meet a standard of reasonable care.

3. Limitation of Rights

- A. Nothing contained in this Agreement shall be construed as granting any license of rights to any intellectual property, including, but not limited to, patents, trademarks, copyrights, mask works in semiconductor chips or other proprietary information.
- B. No furnishing of Confidential Information and no obligation hereunder shall obligate either party to enter into any further Agreement or negotiation with the other, or to refrain from entering into an agreement or negotiation with any other party which does not breach any of its obligations under this Agreement.

4. Termination

All copies, regardless of the medium, evidencing any and all disclosed Confidential Information shall be promptly returned by the receiving party to the disclosing party upon written request by the disclosing party. The receiving party shall certify in writing that it has returned (or destroyed as in the case of fixation in computer storage mediums) all copies of the Information in its possession.

5. Continuation of Confidential Obligations

The obligations of Paragraphs 1-4, except as otherwise provided in Paragraph 1.D, shall remain in effect and bind or inure to the benefit of the heirs, successors, assignees, and legal representatives of each party to this Agreement after expiration or termination of this Agreement.

6. Disputes and Arbitration

The parties agree that any disputes or questions arising under this Agreement, including the construction and application of this Agreement, shall be settled in a court of law with proper jurisdiction being Prince William County, the Commonwealth of Virginia.

7. General

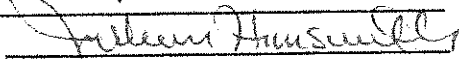
- A. This Agreement constitutes the entire agreement between the parties, superseding any and all prior or contemporaneous oral or written representations, communications, understandings or agreements with regard to the subject matter hereof.
- B. Any and all modifications or amendments to the Agreement must be in writing and signed by both parties.

- C. Each party acknowledges that this Agreement is a valid and legally binding obligation that has been executed by an authorized representative.
 - D. This Agreement is governed by and construed in accordance with the laws of the Commonwealth of Virginia.
 - E. A copy of this Agreement transmitted via facsimile, bearing the signature of one or both parties shall be deemed to be of the same legal force and effect as an original of the Agreement bearing such signature(s) as originally written by such one or both parties.
8. **Third Party Beneficiaries**
The data subjects (as defined in Virginia Code § 2.2-3801) about whom information is disclosed under this Agreement are intended by the parties to be third party beneficiaries of this Agreement.

COMPANY

Name: Julieanne Himsworth

Title: Procurement Specialist

Signature: 

Date: August 5, 2016



CONTRACT

CONTRACT NUMBER:

*This Contract entered into this _____ day of _____ by, **VENDOR NAME AND ADDRESS** hereinafter referred to as the "Contractor" and **Prince William County School Board, P.O. Box 389, Manassas, VA 20108**, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".*

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

1. **SCOPE OF CONTRACT:** Contractor shall provide all necessary parts, labor, tools, materials, equipment and resources as may be required for _____ in accordance with the Statement of Needs, General Terms and Conditions and Special Terms and Conditions stated herein.
2. **CONTRACT DOCUMENTS:** The contract documents shall consist of the following:
 - 2.1. This signed Contract document.
 - 2.2. PWCS Request for Proposals (list all addendums)
 - 2.3. Contractor's proposal response dated _____.
 - 2.4. Certificate of Compliance – RFP Document Attachment E
3. **CONTRACT TERM AND RENEWAL:**
 - 3.1. The initial term of this contract shall be from the date of award to _____, 20XX, with the option to renew for four additional one-year periods, one year at a time, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.
 - 3.2. For future contract renewal periods, price increases shall not exceed the percentage increase/decrease in the Consumer Price Index, Table 1 (<http://stats.bls.gov/news.release/cpi.t0.htm>), Urban Consumers (CPI-U), U. S. City Average, Services 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.
 - 3.2.1 At the time of the contract renewal, 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.*

3.2.1.1 Documentation for pricing increases above the CPI-U cap must be provided as follows:

3.2.1.1.1 For items, documentation supporting the increased costs must be provided by the manufacturer on their letterhead.

3.2.1.1.2. 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.

3.2.1.2 After reviewing the documentation provided, the Supervisor of Purchasing, may accept the increased costs or refuse them if they are considered to be excessive.

3.2.1.2.1. If the Supervisor of Purchasing 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.

3.2.1.2.2. Alternatively, at its own discretion, PWCS may revise the contract requirements and issue a new solicitation.

4. **CONTRACT ADMINISTRATOR/PROJECT MANAGER(S):** The following PWCS employees are identified to use all powers under the contract to enforce its faithful performance:

4.1. CONTRACT ADMINISTRATOR: As the Contract Administrator, the following individual, or his/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.

4.2. PROJECT MANAGER: The following individuals 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:

5. **TIME OF PERFORMANCE:**

6. **PRICING:**

7. **PAYMENT TERMS:**

Prince William County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a 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.

This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

CONTRACTOR:

Authorized Signature

Type Name

Title

Date

PURCHASING AGENCY:

Authorized Signature

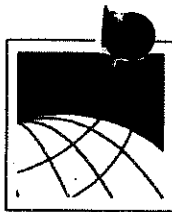
Jim Totty, CPPO, C.P.M.

Type Name

Supervisor of Purchasing

Title

Date



Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

CONTRACT RENEWAL

May 25, 2018

Tel/Logic Inc.
625 Locust Street 400 Post Avenue Suite 410
Garden City, NY 11530 Westbury, NY 11590-2291

Attention: Bretton Himsworth, Managing Director

Subject: Contract Renewal - #R-TC-17012 – Consultant Services to Support E-rate Program

Dear Mr. Himsworth,

This is to advise you that Prince William County Public Schools desires to renew the above subject contract for an additional two (2) years in accordance with the "Period of Contract" clause in the Contract. We will be exercising the first (1st) of four (4) two-year renewal periods. The current contract will expire on August 31, 2018. The new contract term will be September 1, 2018 through August 31, 2020.

Please advise me if you desire to renew the contract and prices in accordance with the terms of the contract by signing and returning this **Contract Renewal** form no later than June 8, 2018. In addition to this renewal, you must also provide an updated copy of your **Certificate of Insurance** with Prince William County School Board listed as an additional insured.

If you have any questions on this matter, please contact me by phone at (703) 791-8738 or via email at crosbyae@pwcs.edu.

Sincerely,

Anthony E. Crosby
Anthony E. Crosby, CPPO
Administrative Coordinator

=====

Acceptance Agreement

It is mutually agreed that the above mentioned contract shall be renewed and all terms and conditions in the original solicitation and contract shall remain the same, effective September 1, 2018 through August 31, 2020.

Renew Contract: Yes: X No: _____

Prices and/or Discounts to Remain the Same: Yes: X No: _____ If no, explain on separate cover.

Vendor: *Bretton Himsworth*
Legally Authorized Signature

Purchasing: *Anthony E. Crosby*
Legally Authorized Signature

Bretton Himsworth
Vendor Name

Jim Totty, CPPO, C.P.M.
Supervisor of Purchasing

Date: 09/04/2018

Date: 9/4/18

PURCHASING OFFICE



Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

CONTRACT RENEWAL

June 17, 2020

Tel/Logic
625 Locust Street
Garden City, NY 11530

Attention: Bretton Himsworth, Managing Director

Subject: Contract Renewal - #R-TC-17012 - Consultant Services to Support E-rate Program

Dear Mr. Himsworth,

This is to advise you that Prince William County Public Schools desires to renew the above subject contract for an additional two (2) years in accordance with the "Period of Contract" clause in the Contract. We will be exercising the second (2nd) of four (4) two-year renewal periods. The current contract will expire on August 31, 2020. The new contract term will be September 1, 2020 through August 31, 2022.

Please advise me if you desire to renew the contract and prices in accordance with the terms of the contract by signing and returning this **Contract Renewal** form no later than **June 25, 2020**. In addition to this renewal, you must also provide an updated copy of your Certificate of Insurance with Prince William County School Board listed as an additional insured.

If you have any questions on this matter, please contact me by phone at (703) 791-8744 or via email at crosbyae@pwcs.edu.

Sincerely,

Jerry E. Stokes

Jerry Stokes, CPPB, VCO, C.P.M.
Administrative Coordinator

Acceptance Agreement

It is mutually agreed that the above mentioned contract shall be renewed and all terms and conditions in the original solicitation and contract shall remain the same, effective September 1, 2020 through August 31, 2022.

Renew Contract: Yes: X No: _____

Prices and/or Discounts to Remain the Same: Yes: X No: _____ If no, explain on separate cover.

Vendor: Andrew Essery
Legally Authorized Signature

Purchasing: For Jerry E. Stokes
Legally Authorized Signature

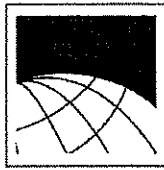
Tel/Logic Inc.
Vendor Name

Anthony Crosby, CPPO
Supervisor of Purchasing

Date: June 18, 2020

Date: 6/18/2020

PURCHASING OFFICE



Prince William County
PUBLIC SCHOOLS
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CONTRACT RENEWAL

July 21, 2022

Tel/Logic
Melissa Zaruba
625 Locust Street
Garden City, NJ 11530

Re: Contract Renewal
Contract # R-TC-17012 – Consultant Services to Support E-Rate Program

Dear Ms. Zaruba:

This is to advise you that Prince William County Public Schools desires to renew the referenced contract for an additional two years in accordance with the "Period of Contract" clause in the Contract. We will be exercising the third (3rd) of four (4) two-year renewal periods. The current contract will expire on August 31, 2022.

Please advise me if you desire to renew the contract and prices in accordance with the terms of the contract by signing and returning this **Contract Renewal** form no later than July 29, 2022. If you have any questions on this matter, please contact me by phone at (703) 791-8736 or via email at burtneba@pwcs.edu.

Sincerely,

Brian Burtner, CPPB, VCO
Senior Buyer

Acceptance Agreement

It is mutually agreed that the above-mentioned contract is renewed for the period of September 1, 2022 to August 31, 2024 and all terms and conditions in the original solicitation and contract shall remain the same.

Renew Contract: Yes: ☒ No: ☐

Prices and/or Discounts to Remain the Same: Yes: ☒ No: ☐ If no, explain under separate cover.

Vendor: Andrew G. Easley
Andrew G. Easley (Jul 21, 2022 10:29 EDT)
Legally Authorized Signature

Andrew G. Easley

Print Name & Title

Date: Jul 21, 2022

Purchasing: Colleen Keener
Legally Authorized Signature

Colleen Keener, CPPB, CPCP, VCO, VCA
Supervisor of Purchasing

Date: 7/26/2022

PURCHASING OFFICE



CONTRACT RENEWAL

July 30, 2024

Tell/Logic
625 Locus Street
Garden City, NJ 11530

Re: Contract Renewal
Contract # R-TC-17012 – Consultant Services to Support E-Rate Program

Dear Ms. Zaruba,

This is to advise you that Prince William County Public Schools (PWCS) desires to renew the referenced contract for an additional 2 years in accordance with the "Period of Contract" clause in the Contract. We will be exercising the fourth 2-year renewal periods. The current contract will expire on August 31, 2024.

Please advise me if you desire to renew the contract and prices in accordance with the terms of the contract by signing and returning this **Contract Renewal** form no later than August 9, 2024. In addition to this renewal, you must also provide an updated copy of your Certificate of Insurance with Prince William County School Board endorsed as additional insured.

If you have any questions on this matter, please contact me by phone at (703) 791-8736 or via email at burtneba@pwcs.edu

Sincerely,

Brian Burtner, CPPB, VCO
CPI Coordinator

Acceptance Agreement

It is mutually agreed that the above-mentioned contract is renewed for the period of September 1, 2024 to August 31, 2026 and all terms and conditions in the original solicitation and contract shall remain the same.

Renew Contract: Yes: ☒ No: ☐

Prices and/or Discounts to Remain the Same: Yes: ☒ No: ☐ If no, attach explanation and revised pricing. Revised pricing shall be effective on September 1, 2024 upon PWCS signature below.

Vendor: Andrew Eisley
Legally Authorized Signature

Andrew Eisley Director
Print Name & Title

Date: August 1, 2024

PWCS: Colleen Keener
Legally Authorized Signature

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

Date: Aug 6, 2024

PROCUREMENT



Prince William County

PUBLIC SCHOOLS

Providing A World-Class Education

CONTRACT

CONTRACT NUMBER: R-TC-17012

This Contract entered into this 20th day of October by, E-Rate Central hereinafter referred to as the "Contractor" and Prince William County School Board, P.O. Box 389, Manassas, VA 20108, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".

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

1. **SCOPE OF CONTRACT:** Contractor shall provide all necessary labor, materials, equipment and resources as may be required for Consultant Services to Support E-Rate Program in accordance with the Statement of Needs, General Terms and Conditions and Special Terms and Conditions stated herein.
2. **CONTRACT DOCUMENTS:** The contract documents shall consist of the following:
 - 2.1. This signed Contract document;
 - 2.2. PWCS Request for Proposals #U-TC-002-17, issue date July 14, 2016;
 - 2.3. Contractor's proposal response dated August 5, 2016;
 - 2.4. Certificate of Compliance – RFP Document Attachment D;
 - 2.5. E-Rate Central responses to Oral Interview dated October 11, 2016;
 - 2.6. E-Rate Central Best and Final Offer (BAFO) dated October 19, 2016.
3. **CONTRACT TERM AND RENEWAL:**
 - 3.1. The initial term of this contract shall be from October 20, 2016 through August 31, 2018, with the option to renew for four (4) additional two-year periods, two years at a time, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.
 - 3.2. For future contract renewal periods, price increases shall not exceed the percentage increase/decrease in the Consumer Price Index, Table 1 (<http://stats.bls.gov/news.release/cpi.t0.htm>), Urban Consumers (CPI-U), U. S. City Average, Services 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.
 - 3.2.1 At the time of the contract renewal, 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.*

3.2.1.1 Documentation for pricing increases above the CPI-U cap must be provided as follows:

3.2.1.1.1 For items, documentation supporting the increased costs must be provided by the manufacturer on their letterhead.

3.2.1.1.2. 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.

3.2.1.2 After reviewing the documentation provided, the Supervisor of Purchasing, may accept the increased costs or refuse them if they are considered to be excessive.

3.2.1.2.1. If the Supervisor of Purchasing 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.

3.2.1.2.2. Alternatively, at its own discretion, PWCS may revise the contract requirements and issue a new solicitation.

4. **CONTRACT ADMINISTRATOR/PROJECT MANAGER:** The following PWCS employees are identified to use all powers under the contract to enforce its faithful performance:

4.1. CONTRACT ADMINISTRATOR: As the Contract Administrator, the following individual, or his/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.

Anthony E. Crosby, CPPO, Administrative Coordinator
Phone: (703) 791-8738 or E-mail: crosbyae@pwcs.edu

4.2. PROJECT MANAGER: The following individuals 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:

Chris Hinzman, Supervisor, Network Services and Architecture
Phone: (703) 791-8732 or E-mail: hinzmancs@pwcs.edu

5. **PRICING:** \$41,000 per year for the initial term of the contract

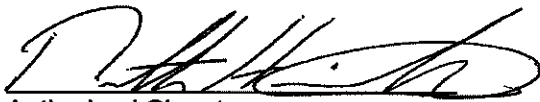
6. **PAYMENT TERMS:** Net 30

Prince William County does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343.1 or against a 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.

This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

CONTRACTOR:



Authorized Signature

Bretton Himswoth

Type Name

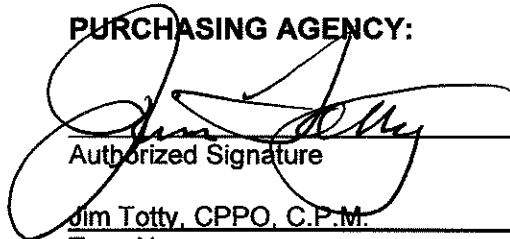
Director

Title

10/27/2016

Date

PURCHASING AGENCY:



Authorized Signature

Jim Totty, CPPQ, C.P.M.

Type Name

Supervisor of Purchasing

Title

10/27/16

Date