

**FAUQUIER COUNTY SCHOOLS  
PROCUREMENT DIVISION**

320 Hospital Drive Ste. 23  
Warrenton, Virginia 20186

Phone: (540) 422-8357

Fax: (540) 422-8355

**NOTICE OF CONTRACT RIDER**

DATE: October 2, 2024

COMMODITY NAME: Computer Equipment, Peripherals, and Accessories  
(Riding PWCS-RFP-R-KS-22006)

CONTRACT NUMBER: 25-029-S-R

CONTRACT PERIOD: October 2, 2024, through December 31, 2027

RENEWAL OPTIONS: Two (2), two-year renewal options

CONTRACTOR: Daly Computers, Inc  
Corporate Headquarters  
5300 Spectrum Drive  
Frederick, MD. 21703  
Emmett Gormley, Inside Acct. Manager  
PH: 301-284-0963  
FX: 301-963-1516  
[emmett.gormley@daly.com](mailto:emmett.gormley@daly.com)

TERMS: Net 45 days

FOR FURTHER INFORMATION CONTACT: Kristen Hylton, Procurement Manager  
PH (540) 422-8357  
[kristen.hylton@fauquiercounty.gov](mailto:kristen.hylton@fauquiercounty.gov)

NOTICE TO ALL FAUQUIER COUNTY GOVERNMENT USING DEPARTMENTS: This contract is the result of a competitive bid program, and its use must follow the FCPS Procurement Policy/Procedures for the purchase of the commodity listed herein. Please see the reverse side of this notice for further instructions regarding this contract.

## **INSTRUCTIONS**

1. Orders: All FCG Using Departments must order services listed by issuing FCPS Purchase Orders per FCPS Procurement Procedures Manual. An extra copy of the Procedures Manual can be obtained by calling Procurement at (540) 422-8351 or 8352.
2. The applicable contract number, vendor number, estimated total dollar amount (can be done as a “Not to exceed” estimated figure), contact person with phone number, and billing/delivery address must be shown on each purchase order for Finance & Contractor use.
3. Inspection of services provided and approval of contractor’s invoice is the responsibility of the receiving using department.
4. Any complaint as to quality of service, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to FCPS Procurement for handling with the Contractor. All complaints must be submitted in writing and can be forwarded to Procurement via email, fax or courier.
5. Renewals: As stated on the face of this notice, two (2) two-year renewals exist on this contract. The decision as to whether to exercise the renewal option will be made by the Contract Officer, with input requested from FCPS Using Departments, before the expiration of the current term, but after Loudoun County has exercised their renewal option.
6. Pricing: See attached. (*Riding PWCS RFP R-KS- 22006* )



**FAUQUIER COUNTY PUBLIC SCHOOLS**  
a political subdivision of the Commonwealth of Virginia  
Contract # 25-029-S-R

Riding Prince William County Schools (RFP-R-KS-22006) **Daly Computers, Inc.**

This Agreement is made and entered into this **2nd** day of **October 2024**, by the Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as "Owner") and **Daly Computers, Inc.**, having its principal place of business at **Corporate Headquarters, 5300 Spectrum Drive, Frederick MD. 21703** 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 Computer Equipment, Peripherals, and Accessories

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

**CONTRACT PERIOD:** Date of execution, through December 31, 2027, with 2 2-year renewals, at the mutual agreement of both parties.

The contract documents shall consist of **and for the purpose of resolving ambiguity or conflicts shall be interpreted in the following order of priority:**

- (1) This signed form;
- (2) Fauquier County General Terms & Conditions;
- (3) RFP-R-KS-22006, issue date July 28 2021, including 1 Addendum dated August 11, 2021; Master Agreement Commodity List 1230667 and 1224816 and,
- (4) Acceptance Agreement dated December 2, 2021, including all Attachments and documents incorporated by reference.

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

**Daly Computers, Inc.**

By: Jeff Di Bella

Title: Vice President of Sales

Date: 10/02/2024

Fauquier County Public Schools  
a political subdivision of the Commonwealth  
of Virginia

By: Kristen Hylton

Title: Procurement Manager

Date: 10.2.2024

## 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-responsible 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](http://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/Offeror 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/Offeror is not a responsible bidder/Offeror. 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/Offeror 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 Offeror 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.



**PURCHASING OFFICE**  
 14715 BRISTOW ROAD, SUITE 1500  
 MANASSAS, VIRGINIA 22012  
<https://www.pwcs.edu/departments/purchasing>

Telephone: (703) 791-7414 Fax (703) 791-8610

<b>ISSUE DATE:</b> July 28, 2021	<b>REQUEST FOR PROPOSAL #:</b> R-KS-22006	<b>TITLE:</b> Computer Equipment, Peripherals, & Accessories
<b>DEPARTMENT/SCHOOL:</b> Information Technology	<b>CLOSING DATE/TIME:</b> August 26, 2021/2:00 p.m.	<b>CONTRACT ADMINISTRATOR:</b> Karen Sobers

**Proposals:** In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are negotiated, delivered, or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Prince William County Schools the items or services offered, and accompanying attachments shall constitute a contract.

**Questions/Inquiries:** All questions must be submitted to [sobersk@pwcs.edu](mailto:sobersk@pwcs.edu) by 3:00 p.m., August 9, 2021.

**Note:** PWCS does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, Section [2.2-4343.1](#) or against any Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

**NAME AND ADDRESS OF FIRM:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Telephone: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_

Federal Employer Identification No.: \_\_\_\_\_  
 OR \_\_\_\_\_  
 Federal Social Security No. \_\_\_\_\_  
 (Sole Proprietor): \_\_\_\_\_

<b>Contractors License #</b> _____	<b>State Corporation Commission (SCC) ID#</b> This is not your EIN#: _____
------------------------------------	--

**By signing, bidder certifies, acknowledges, and agrees to be bound by the conditions set forth in the General Terms and Conditions, Special Provisions, and Attachments contained herein.**

**BUSINESS CLASIFICATION – DESCRIBED IN** \_\_\_\_\_ - CHECK ONE:     LARGE     SMALL     MINORITY-OWNED SMALL

MINORITY-OWNED LARGE     WOMEN-OWNED SMALL     WOMEN-OWNED LARGE     NON-PROFIT

CHECK ONE:     INDIVIDUAL     PARTNERSHIP     CORPORATION    STATE INCORPORATED: \_\_\_\_\_

Sealed proposals subject to terms and conditions of this solicitation shall be submitted electronically via e-mail at [purchasing@pwcs.edu](mailto:purchasing@pwcs.edu).

\_\_\_\_\_  
 Legally Authorized Signature

\_\_\_\_\_  
 Print Name and Title

\_\_\_\_\_  
 Date

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



## REQUEST FOR PROPOSAL TITLE PAGE - TWO

In compliance with this RFP and all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this RFP. Sign in blue ink and type or print requested information.

My signature certifies that this firm or individual has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to PWCS, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to PWCS, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with PWCS. **My signature confirms that I have read and understand the General Terms and Conditions are a part of any negotiated contract.**

### **STATE CORPORATION COMMISSION (SCC) IDENTIFICATION NUMBER**

Under paragraph 18. of the General Terms and Conditions, the Offeror agrees, if this proposal is accepted by PWCS, for such services and/or items, that the Offeror has met the requirements of the Virginia Public Procurement Act (VPPA) § 2.2-4311.2. Any falsification or misrepresentation contained in the statement submitted by Offeror pursuant to Title 13.1 or Title 50 may be cause for debarment by PWCS.

Offeror shall complete the following by checking the appropriate line that applies and provide the required information. Offerors failing to provide the required information indicated below will result in having their proposal not considered for evaluation.

1.  Offeror is a Virginia business entity organized and authorized to transact business in the Commonwealth of Virginia by the State Corporation Commission (SCC). The Offeror's current valid identification number issued by the SCC is \_\_\_\_\_ . *(The SCC number is NOT your federal tax identification number).* **-OR-**
2.  Offeror is a sole proprietor and no SCC number is required. **-OR-**
3.  Offeror is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business, any employees, agents, offices, facilities, or inventories in Virginia. This does not account for any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts. It also, does not account for any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from the Offeror's out-of-state location. **Offeror is required to include with this proposal documentation from their legal counsel which accurately and completely states why the Offeror is not required to be so authorized within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.** **-OR-**
4.  Offeror currently has pending before the SCC **an application that was submitted prior to the due date and time of this solicitation** for authority to transact business in the Commonwealth of Virginia and seeks consideration for a waiver to allow the submission of the SCC identification number after the due date for proposals (*PWCS reserves the right to determine in its sole discretion whether to allow such waiver.*)

### **THIS PROPOSAL IS SUBMITTED BY:**

Full Legal Name of Offeror: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Remittance Address (If Different): \_\_\_\_\_  
\_\_\_\_\_

Phone: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Tax Identification (FIN/SSN#): \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

(Person signing must be authorized to bind the Offeror in contractual matters)

**INCLUDE PAGES 1 AND 2 OF THIS RFP AS THE FIRST 2 PAGES 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 to include delivery through competitive negotiations for the acquisition for the complete line of business grade Desktop Computers, Laptops, and Blade Servers as outlined in the Gartner Magic Quadrant Brand Matrix, as well as Netbooks, Tablets, Storage, Peripherals, Monitors, and Related Services in accordance with the terms and conditions of the Request for Proposal. The resulting contract(s) may be awarded to a single Offeror, multiple Offerors or multiple Offerors by category, whichever is in the best interest of PWCS.

## 2. **BACKGROUND**

- 2.1. Prince William County Public Schools is located 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.
- 2.2. PWCS enrollment on September 30, 2020 was 91,524 pupils, making it the second largest of 138 school divisions in the Commonwealth of Virginia. The school division is growing at the rate of more than 1,000 students per year. There are currently 61 elementary schools, 16 middle schools, 12 high schools, three traditional schools, one non-traditional school, one special education school and one preschool.
- 2.3. Office of Information Technology Services herein referred to as ITS provides the resources necessary to maintain a division-wide Management Information System.

2.3.1. The mission of Information Technology Services is to provide the technology, leadership and services to the school division to increase productivity and redirect both time and money from manual effort and toward improving productivity and efficiency.

2.3.2. The department's priority function is to provide for payroll and general ledger accounting, personnel subsystem, student information systems (attendance, grade reporting, and permanent records), purchasing, warehousing and inventory systems.

2.3.3. The department also supports the instructional application of software and maintains a helpdesk service for all users.

### 2.4. PWCS Environment

The PWCS network is based on Cisco equipment located at 13 core sites with 10GB connecting these sites in three rings. From each core site, each site receives a 10GB fiber connection. Each site then has a 1GB backbone connecting a Main Distribution Frame (MDF) closet with one or more Independent Distribution Frame (IDF) closets. Connections to the computers are 10/100/1000MB. Two 1GB Ethernet connections provide a total of 2GB of Internet bandwidth.

PWCS maintains approximately 300 Microsoft Windows (school) Servers – (1) Host with (2) Hyper-V VM's per school, 200 Windows Virtual Servers on VMware and MS Azure Cloud, (3) physical IBM servers with 11 AIX LPARs, and 21 physical servers. PWCS' directory service is based on Active Directory and Microsoft Azure Active Directory. PWCS maintains two data centers each connected to the core ring by 10GB fiber. One data center houses most of the "production" servers while the other data center houses the research and test environments. In addition, PWCS is migrating services to a data center on Iron Mountain.

There are approximately 118,000 computers currently in use ranging from Multi-core Intel Celeron to Intel i9 processors and AMD equivalents. PWCS' primary manufacturers are HP/Lenovo and Dell.

PWCS also utilizes iPads and Mac computers.

The following list shows applications and other services that ITS supports:

Desktop Operating Systems:	Windows 10, MacOS
Server Operating Systems:	IBM/AIX, Microsoft Windows 2012, 2016, and 2019
Enterprise Storage System:	PURE Storage, Nutanix, NetApp
Enterprise Backup Solution:	CommVault
Hypervisors:	Windows, VMware
Desktop Management:	Microsoft System Center Configuration Manager
Network Monitoring:	Solarwinds, Cisco WCS
Enterprise Email:	Office 365 / Exchange online
Business Applications:	CGI (HR and Finance), Crystal Reports and Business Objects, Destiny Library and Asset Manager, FoodSmart, and Equitrac print management.
Student Applications:	Synergy, Zoom, Parent Vue, Student VUE, Canvas, Clever
Identity Management:	Identity Automation
Database Applications:	Oracle and Microsoft SQL

### 3. **DEFINITIONS**

- 3.1. **Value-added reseller (VAR):** A company that adds features or services to an existing product, then resells it (usually to end-users) as an integrated product or complete "turn-key" solution.
- 3.2. **Authorized Reseller (AR):** A business partner that has entered into a contractual relationship with a manufacturer, to sell software and/or hardware products.
- 3.3. **Authorized Service Provider (ASP):** A person or company that has been cleared to work on a product that is still under warranty by another company without voiding the warranty.
- 3.4. **24-hour Burn-In period:** The period prior to shipment the system is turned on to confirm it is in working order.
- 3.5. **System Configuration:** Defines the computers, processes, and devices that compose the system and its boundary. More general the system configuration is the specific definition of the elements that define and/or prescribe what a system is composed of. PWCS is request the normal lifecycle of the systems maintained by offeror.

### 4. **CONTRACT ADMINISTRATOR/TECHNICAL POINT-OF-CONTACTS:**

The following employees of PWCS 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 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.

Karen Sobers, Buyer, [sobersk@pwcs.edu](mailto:sobersk@pwcs.edu), 703-791-8888

- 4.2. **TECHNICAL POINT-OF-CONTACTS:** The following individuals, or their designee, shall work directly with the Contractor in scheduling, coordinating work, and providing general direction under the resulting contract:
- 4.2.1. Howard Pond, Supervisor of Help Desk Services, [pondhd@pwcs.edu](mailto:pondhd@pwcs.edu), 703-791-7323
  - 4.2.2. Scott Lacasse, Supervisor of Workstation Support, [scott@pwcs.edu](mailto:scott@pwcs.edu), 703-791-8167
  - 4.2.3. Deborah Miller, Supervisor of Information Systems Support, [PflugsDJ@pwcs.edu](mailto:PflugsDJ@pwcs.edu), 703-791-8954
5. **STATEMENT OF NEEDS:** The successful Contractor(s) shall provide any and all supervision, labor, materials, equipment, documentation, training, technical support and supplies necessary to provide Computer Equipment, Peripherals and Accessories in accordance with the requirements identified herein.
- 5.1. **MANDATORY GENERAL REQUIREMENTS:**
- 5.1.1. Offeror shall be a factory authorized Partner, and Service provider regularly engaged in the sale and installation of all the components offered in order to guarantee system integrity and compatibility. Offeror may engage a third-party partner, or otherwise establish a teaming arrangement, in order to meet these requirements and otherwise fulfill the requirements set forth in the RFP which relate to in-warranty service as long as PWCS has a single point of contract for any issues. Offeror shall provide proof that they are authorized by the manufacturer to resell and service the manufacturer being proposed.
  - 5.1.2. Offeror shall be able to provide full on-site manufacturer's warranty service capabilities for the system unit and all third-party components.
  - 5.1.3. Offeror shall have been in the business of providing the products and services offered at least five years prior to the closing date of the RFP with K-12 school districts and local governments. Any Offerors with less than the required five years of service will be deemed nonresponsive.
  - 5.1.4. PWCS is looking for a main point of contact for orders, deliveries and any issues that may take place during the life of the contract. The Contractor shall provide a single project manager who will oversee the delivery of all goods and services to PWCS. The project manager shall physically meet with the PWCS representative on a bi-weekly basis. Additionally, the project manager must also be available to meet at any time upon request during the term of this contract.
  - 5.1.5. All on-site or remote access staff shall comply with all PWCS policies and regulations.
  - 5.1.6. Contractor shall have complete availability of major manufacturer's product lines being offered on items such as, but not limited to, RAM, graphics accelerator cards, network interface cards, cables, and peripherals-printers, scanners, modems, drives, keyboards, repair parts, etc. Please note that the network products referred to in this section are limited to those network products used for desktop devices, such as workstations, laptops, and printers, which include items like network interface cards, etc.
  - 5.1.7. Offeror shall have the ability to provide the latest Microsoft Office Software for the desktop and laptop computer systems. Microsoft Office 365 is offered to PWCS faculty and students.
- 5.2. **MANDATORY WARRANTY REQUIREMENTS:** All desktops, laptops, monitors and servers shall have a five (5) year manufacturer's warranty, to include parts and labor. Describe your warranty processes and levels of services including uplift warranty options and technical support escalation paths.
- 5.2.1. Offerors shall have the ability to perform on-site warranty repair work.
  - 5.2.2. On-site warranty repairs shall commence within eight (8) business hours after email notification of problem. Repairs must be completed within sixteen (16) business hours after the email notification of the problem.
  - 5.2.3. Off-site warranty repairs shall be completed, and equipment returned to PWCS within twenty (20) business days after notification of problem.



- 5.2.4. Repair/Maintenance service will be required from 7:30 a.m. to 5:00 p.m. Monday through Friday. State your plan for providing warranty service for PWCS.
- 5.2.5. All remaining tablets, netbooks and peripheral equipment have a minimum of one (1) year warranty period from the date of delivery or installation date, if installed, to include parts, labor and all return delivery costs.

5.3. **MANDATORY SYSTEM REQUIREMENTS:** The products described in this section represents a small fraction of equipment PWCS will request under any resulting contract from this solicitation, however does not represent all products, See Attachment C. The Specifications are the minimum requirements requested by PWCS. Upon award, PWCS will work with the Contractor for specific configurations to meet the need of the School System. Computer equipment will be available either direct from the Manufacturer or a Value-Added Reseller (herein "VAR"). Note: When submitting a proposal, Offeror shall state all the Manufacturer name(s) you are offering.

5.3.1. Desktop and Laptop Computer systems shall be Intel-based business grade, computers (PCs) and related system accessories. Accessories shall include mice, keyboards, and other items that facilitate the use of a computer. Product will include operating system license and documentation in the hardware shipment. All computers shall be Windows "LOGO" CERTIFIED BY MICROSOFT.

5.3.2. Laptop Standard – Mid
8 GB ram 256 GB SSD or greater 512 MB video Processor - Core i5 2.5 GHz or AMD equivalent GB network card (Intel or Broadcom) 1 USB C 2 USB A Win10Education 64b

5.3.3. Desktop Standard – High
16 GB ram or greater 512 GB SSD Discreet Graphics Card – NVIDIA GeForce GTX 1060, AMD Radeon RX 580 equivalent or better. Processor – Intel core i7 or AMD equivalent GB network card (intel or Broadcom) 1 USB C 2 USB A Ethernet adapter 24"+ monitor - Video input Analog and Digital (VGA, DVI and HDMI capable) 2 – 3 USB Ports Win10Education 64b

5.3.4. Laptop Standard- High
16 GB ram 512 GB SSD Display-display port or HDMI out Processor-Intel i7 or AMD Equivalent GB network card (Intel or Broadcom) Wireless NIC, Wi-Fi 6 Win10Education 64b

<b>5.3.5. Student Device</b>
4 GB ram 128GB SSD Processor – Intel i7 or AMD Equivalent GB network card (Intel or Broadcom) Wireless NIC, Wi-Fi 6 Win10Education 64b

<b>5.3.6. Monitor Specifications</b>
24” Wide Screen Video input Analog and Digital (VGA, DVI and HDMI capable ) 2 – 3 USB Ports Compatible with PC and Mac Anti-Glare monitor, FHD minimum

<b>5.3.7. Server - Hardware Requirements</b>	
<b>System Characteristics</b>	<b>Specification</b>
Form Factor	1U Rackmount
Memory	32GB
Processor Information	2 x Intel Xeon 2.1 GHz, 25M Cache
Minimum # of Drive Bays	8
Hard Drives Installed	Minimum of 3TB usable space after RAID 5
RAID Controller	PERC H730 w/1GB Cache or similar
Power Supplies	Dual, hot-plug, redundant – NEMA 5-15P
Operating Systems Supported	Windows 2019 Std.
Other Hardware Features/Accessories	Front and Rear USB port(s), Out of Band Network Access
Network Connections	Minimum (2) 1GB Ethernet

<b>5.3.8. Color Laser Printer Specifications</b>
Standard Ethernet Port (RJ45), USB interface Standard 20 lb. paper Built-in print servers

<b>5.3.9. Black and White Laser Printer Specifications</b>
Standard Ethernet Port (RJ45), USB interface Standard 20 lb. paper Built-in print servers

**5.4. DELIVERY REQUIREMENTS:**

- 5.4.1. The time between receipt of order and delivery of product shall not exceed thirty (30) days.
- 5.4.2. All deliveries to any PWCS facility shall be coordinated with the site specified on the purchase order.
- 5.4.3. Offeror shall have the ability to store equipment for large bulk deployments, when requested for delivery until such time that PWCS is ready to receive equipment, up to sixty (60) days.
- 5.4.4. All deliveries shall be made inside. (Some schools may not have loading docks.)
  - 5.4.4.1. Inside delivery is defined as delivery taking place inside shipping location or structure at or near a common point of entry and within a reasonably accessible area.
- 5.4.5. Vendors shall be required to ship all server and storage components as one (1) unit. Partial deliveries/shipments are not allowed.
- 5.4.6. All shipments shall be made of complete systems. No delivery of incomplete/partial systems will be permitted. (to include monitor, cables, etc.)

- 5.4.7. The following represents the procedures that shall be followed in regard to pre/post-sales support:
  - 5.4.7.1. Any equipment exchanged for repair **shall be replaced with original manufacturer's equipment.**
  - 5.4.7.2. All shipments shall include original manufacturer parts only.
  - 5.4.7.3. All "Dead On Arrival" (DOA) hardware shall be replaced and returned to PWCS **within sixty (60) days of it being sent back to the Contractor.** Contactor shall accept and replace all DOA equipment within 60 days of equipment delivery to PWCS.
  - 5.4.7.4. Contractor shall have the ability to provide one (1) repair person assigned as the primary and a secondary technician for all PWCS trouble calls.
  - 5.4.7.5. Contractor shall affix serialized asset tags with barcodes to all desktops, laptops, netbooks, tablets and servers ordered regardless of the dollar amount. Additionally, Contractor shall affix serialized asset tags with barcodes to any miscellaneous peripheral equipment such as individual monitors, printers, scanners priced at \$500.00 or greater.
  - 5.4.7.6. Contractor shall provide packing list with serial numbers to PWCS for all equipment delivered.
  - 5.4.7.7. Contractor shall provide PWCS with monthly electronic reports of all systems procured and status of those orders.
    - 5.4.7.7.1. Reports shall show, at a minimum, the make/model, purchase order number, status of the order, serial number(s), asset tag(s), and delivery location/schedule.
    - 5.4.7.7.2. Ad-hoc reports may be requested and shall be provided at any time to cover any defined period of time over the life of the contract. If installation services are utilized the room number where the workstation is installed must be included.

5.5. **VALUE-ADDED SERVICES & PRODUCTS:** Offerors shall provide information concerning their ability to provide the listed services/products under any resulting contract: (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.)

- 5.5.1. **Systems Configuration** Provide information on system lifecycle. Preferred system lifecycle should be minimum of 14 months.
- 5.5.2. **Testing** Describe your in-house quality assurance and testing process for all built equipment.
- 5.5.3. **Asset Management** Offerors shall provide information concerning the normal processes for asset management and inventory output which can be provided to PWCS. Describe your asset management and tracking capabilities and ability to provide this service and customer's ability to access information directly. Provide a delimited file of Assets.
- 5.5.4. **Maintenance** Provide a description your process and experience with providing hardware maintenance for warranty and non-warranty support, including time frames.
- 5.5.5. **Service & Repair** Provide a description of your process and experience with providing hardware service and repairs for warranty and non-warranty support, including time frames.
  - 5.5.5.1. Contract should provide information concerning the retention on staff an A+ certified employee and a Microsoft Certified Systems Engineer (MCSE).
  - 5.5.5.2. Contract should provide information concerning the ability and willingness for on-site work to be documented in the PWCS helpdesk system for on-site staff only in the event such optional services are engaged.

- 5.5.6. **Logistical Support** Describe your process and experience including delivery time and scheduling procedures to include large quantities (over 150) at one or more locations., mass storage, order tracking, delivery of complete components, use of product location (local or nonlocal), DOA/damaged/missing equipment.
- 5.5.7. **Installation** Describe your process and experience with installation services. Include installation scheduling in relation to delivery date/time, process and point of contact for confirmation and/or change to proposed installation date and time,
- 5.5.7.1. Installation shall include physical hookup of all equipment and peripheral devices and the loading of the most current revision of software drivers and configuring the drivers and software to support any peripheral devices attached. The vendor shall have the ability to attach the workstation to the network.
- 5.5.7.2. The Contractor shall be responsible for **all** trash removal from premises generated by installation (packing material, wrappers, etc.) at the time of installation.
- 5.5.8. **Imaging** Describe your process and experience with installation of custom software images and providing services for the delivery of custom images of hard drives in order that each system purchased is configured **exactly** like the one prepared by PWCS.
- 5.5.9. **Training** Describe your technical hardware training programs both for in-house technical staff and end users. Describe the process, methods, and time frame in which your firm may accomplish such task. If other training is available, provide details on that as well.
- 5.5.10. **Spare Parts** Describe your experience and ability to provide and deliver spare repair parts. This must include both warranty and out of warranty parts.
- 5.5.11. **Web Catalog** Describe your ability to provide a product catalog which is an electronic, web-based catalog available via the public Internet, including but not limited to capabilities for online ordering, maintaining up-to-date products, as-built product components per tracking number, repair parts service manuals, pricing, product availability, order tracking and technical support.
- 5.5.12. **Employee/Student Purchase Program** Describe your process and experience with purchase and support for equipment bought under an employee or student purchase program where such purchases are directly between the Contractor and purchaser.
- 5.5.13. **Consulting Services** Describe your process and ability to keep Customer's abreast of new products, changes in technology, advanced specification documentation and other market information such as discontinuation, change of process, and manufacturer's roadmaps that might affect acquisition and replacement decisions.
- 5.5.14. **Bulk Pricing** Describe your process and experience in providing bulk pricing on computer consumables (e.g., batteries and power supplies)
- 5.5.15. **Project Management** Describe Offeror's process and experience including delivery time and scheduling procedures, mass storage, use of product location (local or non-local), DOA/damaged/missing equipment. Describe your firm's experience with a group of organized one-time work activities with a specific scope, goals, schedule, budgets and deliverables. For example, implementing new tools or processes to improve productivity, increase quality or reduce costs, and range from large Install/Move/Add/Change projects to Operating System or Network Operating System migration.
- 5.5.16. The Contractor is requested to provide a 24-hour "Burn-in" period. State Offeror's plan to pre-load, configure, deliver and setup equipment ordered.

6. **PROPOSED SCHEDULE OF IMPLEMENTATION:**

<u>Date</u>	<u>Schedule of Items</u>
July 28, 2021	Issue Request for Proposals
August 9, 2021	Questions/Inquiries Must Be Submitted By 3:00 PM
August 26, 2021	Proposals Due Prior to 2:00 PM
TBD	Vendor Interviews
TBD	Award of Contract

7. **PROPOSAL SUBMISSION REQUIREMENTS:**

- 7.1. **One (1) complete original electronic-copy of proposal in PDF format.** The Original shall be clearly marked as **“ORIGINAL”**.
- 7.2. **One (1) copy** of the complete electronic-copy of proposal in PDF format.
- 7.3. **One (1) electronic “REDACTED COPY” (PDF format) that clearly reflects the removal of all proprietary items.**
- 7.4. If there is no proprietary information in the proposal, Offeror must check on page one (1) of the coversheets that the submission of **“REDACTED COPIES”** is not required. Please note that pricing and references are not deemed proprietary information.
- 7.5. Due to the pandemic, sealed proposals subject to the terms and conditions of this solicitation shall be submitted electronically via e-mail at purchasing@pwcs.edu.
- 7.6. Proposals having any erasures or corrections must be initialed by the Offeror in ink.
- 7.7. PWCS will not be responsible for any expense incurred by any Offeror in preparing and submitting a proposal.
- 7.8. **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.
- 7.9. **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 7); however, all information contained within the body of the proposal not in the separate section labeled proprietary shall be public information.

7.10. 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.**

7.11. 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 7.11, Format and Content of Proposal, for specific instructions regarding the submission and identification of proposed exceptions.

7.12. Format and Content of Proposal:

7.12.1. 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 PDF format. Failure to do so will result in a lowered evaluation. Incomplete proposals may be determined nonresponsive.

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

7.12.2.1. Title Sheet (TAB 1):

Furnish the information requested on the **REQUEST FOR PROPOSALS TITLE PAGES (Pages 1. and 2.)** of this solicitation and include it as the first two pages of your proposal. The name stated on the Title Sheet, page 2 must be the full legal name of the Offeror and the address must be that of the office which will have the responsibility for the services provided.

**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.**

7.12.2.2. Experience/Approach (TAB 2):

Offeror shall respond to the Statement of Needs (Section 5). The Offeror shall provide a written narrative describing the ability to meet the mandatory and 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 offered in response to each requirement listed in the Statement of Needs, Section 5.

Offeror should provide information concerning the number of manufacturer(s) and product lines the Offeror can provide to meet the need of PWCS.

Offeror shall describe the Partnership with the Manufacturers being and provide proof that they are authorized to resell and service the manufacturer(s) being proposed. (Attachment C)

Offer shall describe your in-house expertise in regard to HP blade servers, Cisco UCS servers, and IBM/AIX servers in an XIV storage environment. What services are bundled as part of the purchase price and what services are available at an additional fee? List the available additional services and their corresponding cost.

Offeror shall describe the warranty processes and levels of services including uplift warranty options and technical support escalation paths. (Per Section 5.2)

7.12.2.3. Value Added Services (TAB 3):

The Offeror shall respond to the Statement of Needs and provide information concerning the Value-Added Services in which the Offeror is able to provide PWCS. Sufficient detail shall be provided to demonstrate the Offeror's understanding, ability and/or willingness to satisfy all specified requests. Offeror shall provide a detailed description and explanation of services offered in response to each requirement listed in the Statement of Needs, Section 5.5, to include timelines to be fully operational.

Offeror should complete Attachment B stating the services the Offeror is able to provide and any cost associated.

7.12.2.4. Ability to Perform (TAB 4):

The Offeror shall indicate the expertise and qualifications 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.)

Offeror shall describe internal management system for processing orders from point of customer contact through delivery and billing in order to meet the minimum delivery requirement.

7.12.2.5. References (TAB 5):

The Offeror shall complete the Contractor Data Sheet (**Attachment D**), to include a minimum of three (3) organizations (K-12 School Districts) for whom the Offeror has provided these products of the same or greater scope within the past three (5) 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.

7.12.2.6. Proposed Costs (TAB 6):

The Offeror shall submit proposed costs for the products/services being offered (Attachment A). Itemized costs shall be in the form of firm-fixed delivered unit prices.

Offer shall also provide a percentage off discount from manufacturer's suggested retail price. Offer shall provide PWCS the site location and/or an electronic copy via flash drive of the manufacturer's price list.

7.12.2.7. Proprietary Information (TAB 7):

Any such information must be submitted under this tab. See Section 7.8. for additional information.

7.12.2.8. Exceptions (TAB 8):

Any exceptions being taken to the RFP must be listed under this tab. See Section 7.10 for additional information.

7.12.2.9. Other Information (TAB 9):

7.12.2.9.1. 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.

- 7.12.2.9.2. 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.

7.13. **Attachments (TAB 10)**

- 7.13.1. Attachment A – Completed Proposed Costs
- 7.13.2. Attachment B – Completed Value Added Services
- 7.13.3. Attachment C – Completed Manufacturers Offered
- 7.13.4. Attachment D - Completed Contractor Data Sheet
- 7.13.5. Attachment E - Completed Vendor Information Form
- 7.13.6. Attachment F – Completed Certificate of Compliance
- 7.13.7. Attachment G - Sample Contract Form

- 7.14. **Vendor Interviews:** 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.

- 7.15. **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 a one hundred-twenty (120) days after the date fixed for opening proposals.

8. **CRITERIA FOR PROPOSAL EVALUATION:**

<b><u>Evaluation Criteria</u></b>	<b><u>Assigned Weight</u></b>
8.1. Experience/Approach	30
8.2. Ability to Perform	20
8.3. Value Added Services	20
8.4. Vendor Interviews	5
8.5. Proposed Costs	20
8.6. Favorable References	5

9. **METHOD OF AWARD:**

Following evaluation of the written proposals as submitted, selection shall be made to a single Offeror, or multiple 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 or Offerors which, in its opinion, made the best proposal(s) in whole, in part or by category, and shall award a 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.

- 10. **CONTRACT TERM AND RENEWAL:** The initial term of this contract shall be from **date of award to December 31, 2027**, with the option to renew for two (2) 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 one-year of the five (5) year term of the contract. Price adjustments shall be submitted, in writing, for PWCS review no later than December 1<sup>st</sup> annually. All modifications shall be issued by a written contract modification by PWCS upon approval.**

11. **PRICES AND PRICE ADJUSTMENTS:**

11.1. All unit prices shall be in a form of a firm-fixed F.O.B. Destination pricing and shall include all charges that may be imposed in fulfilling the terms of the contract. Prices shall include all direct and indirect costs such as travel, insurance, profit and overhead.

11.2. PWCS will only pay for actual work performed per line item.

11.3. Any Offer that enters \$0 or N/A in any line item pricing or leaves it blank may be considered nonresponsive. Offer does not have to complete each option (i.e. elementary, middle, or high school) to submit a proposal, however, offeror should provide line item pricing for each line item per option proposed.

11.4. The Contractor agrees that for firm-fixed price contracts, prices shall remain firm for 365 days. If the price is adjusted after 365 days, the firm-fixed unit price(s) may be adjusted annually only upon approval of a detailed written request to the Purchasing Office and received no later than June 1<sup>st</sup>. Upon receipt of the Contractor's request, PWCS shall make determination to approve or adjust the requested price adjustment based upon its investigations and the information provided by the Contractor. For contract renewal periods, price increases shall not exceed the percentage increase/decrease in the Consumer Price Index, Table 2 (<https://www.bls.gov/news.release/cpi.t02.htm>), Urban Consumers (CPI-U), U.S. City Average, by detailed expenditure category, SERVICES LESS ENERGY SERVICES, unadjusted, for the most recently published month at the time of renewal, as published by the U.S. Department of Labor, Bureau of 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.

PWCS reserves the right to add similar items/service or delete items/service specified in the resultant contract as a requirement change during the period of the contract. PWCS and the Contractor will mutually agree to prices for items/services to be added to the contract. Contract modifications will be issued for all additions or deletions.

Any price adjustment agreed to shall take place only in accordance with the schedule defined above.

11.5. The request for a change to the firm-fixed price(s) shall include as a minimum, 1) the cause for the adjustment; 2) proposed effective date; and, 3) the amount of the change requested adjustment (i.e., appropriate Bureau of Labor Statistics Index, change in manufacturer's price, etc.). Circumstances outlined above must be fully documented. No consideration for price adjustment shall be made without the Contractor providing these requirements.

11.6. The request must be received by June 1<sup>st</sup> and shall become effective only upon approval by the Supervisor of Purchasing. The increased contract unit price shall not apply to orders received by the Contractor prior to the effective date of the approved increased contract unit price. Orders placed via PWCS Purchase Order (PD/DO), shall be considered to have been received by the Contractor after the fifth (5th) calendar day following the date of issuance. The Supervisor of Purchasing may cancel, without liability to either party, any portion of the contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation.

11.7. Price decreases shall be made in accordance with paragraph 33 of the General Terms and Conditions.

12. **SPECIAL TERMS AND CONDITIONS:**

- 12.1. **Audit:** The Contractor(s) 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.
- 12.2. **Availability of Funds:** It is understood and agreed between the parties herein that PWCS shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.
- 12.3. **Certificate of Compliance:** By signing and submitting a proposal, the Offeror acknowledges that as a condition of any Contract awarded and prior to Notice of Award, the Contractor must certify that neither the Contractor, any employee of the Contractor, nor any other person who will provide services under the Contract and will have directed.
- 12.4. **Extra Charges Not Allowed:** The proposed prices shall be for the complete delivery ready for PWCS use, and shall include all applicable freight charges; extra charges will not be allowed for delivery to multiple locations.
- 12.5. **Failure to Deliver:** Failure to comply with the terms and conditions of this solicitation or to deliver goods and/or services identified in the solicitation and resulting contract at the firm-fixed prices quoted will be considered default of the contract award. Should the Contractor(s) be found in default of the contract, any excess cost which may result from default actions shall be at the expense of the Contractor(s). The Contractor(s) shall, in this instance, be responsible for any and all costs incurred by PWCS to procure such products and services elsewhere.
- 12.6. **General Insurance Requirements:**
  - 12.6.1. 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:
    - 12.6.1.1. Workers Compensation - Virginia Statutory Workers Compensation coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000;
    - 12.6.1.2. 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.
    - 12.6.1.3. 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 forty-five (45) 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.
    - 12.6.1.4. Automobile Liability \$1,000,000
- 12.7. **Method of Payment:** The Contractor(s) shall be paid on the basis of invoices submitted, to be paid net thirty (30) days from receipt and approval by authorized PWCS official, upon satisfactory completion of delivery and/or installation. 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. The School Board reserves the right to withhold any or all payments or portions thereof for Contractor(s)'s failure to perform in accordance with the provisions of the contract or any modifications thereto.
- 12.8. **New Equipment:** Unless otherwise expressly stated in this solicitation, any equipment furnished under the contract shall be new, unused equipment.

- 12.9. Product Substitution: During the term of any contract resulting from this solicitation, the vendor is not authorized to substitute any item for that product and/or software identified in the solicitation without the prior written consent of the contracting officer whose name appears on the front of this solicitation, or their designee.
- 12.10. Protection Of Persons And Property:
- 12.10.1. The Contractor expressly undertakes, both directly and through its Subcontractor(s), to take every precaution at all times for the protection of persons and property, including PWCS' employees and property and its own.
- 12.10.2. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work,
- 12.10.3. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect PWCS' property from injury or loss arising in connection with this contract. The Contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of PWCS. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents, and shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority, local conditions, or any of the Contract Documents.
- 12.10.4. In an emergency affecting the safety or life of individuals, or of the work, or of adjoining property, the Contractor, without special instruction or authorization from PWCS, is hereby permitted to act, at its discretion, to prevent threatened loss or injury, be instructed or authorized to act by PWCS, he shall so act, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided in the contract.
- 12.11. Receipt of Proposals: It is the responsibility of the Offeror to ensure that the proposal is delivered to the place designated for receipt of proposals prior to the time set for receipt of proposals. No proposal received after the time designated for receipt of proposals shall be considered.
- 12.12. Use Of Premises And Removal Of Debris:
- The Contractor shall expressly undertake, either directly or through its Subcontractor:
- 12.12.1. To perform this Contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises, at the location of the work, or with the work of any contractor;
- 12.12.2. To store its apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of PWCS or any other Contractor.
- 12.12.3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- 12.12.4. To effect all cutting, filling, or patching of its work required to make the same conform to the plans and specifications, and except with the consent of PWCS -Project Inspector, not to cut or otherwise alter the work of any other Contractor. The Contractor shall not damage or endanger any portion of the work by cutting, patching or otherwise altering any work, or by excavation; and

- 12.12.5. To clean up daily all refuse, rubbish, scrap materials and debris caused by its operation, or as necessary so that at all times the area of the work presents a safe, neat, orderly, and workmanlike appearance.
- 12.13. Software Upgrades: PWCS shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the Contractor
- 12.14. Title to Software: By submitting a proposal, the Offeror represents and warrants that it is the sole owner of the software or, if it is not the owner, that it has received all legally required authorizations from the owner to license the software, has full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.
- 12.15. Warranty Against Shutdown Devices: The Contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment or software.

**PRINCE WILLIAM COUNTY SCHOOLS**  
**GENERAL TERMS AND CONDITIONS**  
**(Revised 6/23/2021)**

These general terms, conditions and instructions apply to all purchases and are a part of each solicitation and every contract awarded by PWCS, unless otherwise specified in such solicitation or contract. The Purchasing Office is responsible for the purchasing activity of Prince William County Public Schools and its governing body, the Prince William County Public School Board. The term "PWCS" as used herein refers to the contracting entity which is the signatory on the contract and may be either PWCS, or the PWCS School Board, or both. Bidder/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.

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

**AUTHORITY**

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

**2. DEFINITIONS**

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

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

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

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

**SUPERVISOR OF PURCHASING:** The Supervisor of Purchasing is delegated authority by PWCS School

Board to carry out all procurement functions on behalf of the school division.

**REQUEST FOR PROPOSAL (RFP):** A request for an offer prospective offers which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

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

**CONDITIONS OF BIDDINGS**

3. **ACCEPTANCE OF BIDS/OFFERS BINDING 90 DAYS:** Unless otherwise specified in the IFB or RFP, all formal bids/offers submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties. Additionally, PWCS may purchase additional quantities at the original firm fixed delivered unit prices for (90) ninety days after date of award.
4. **TAX EXEMPTION:** PWCS is exempt from the payment of federal excise or Virginia Sales and Use Tax. The bid/proposal price must be net, exclusive of taxes. When under established trade practice, any federal excise tax is included in the list price, the Bidder may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by PWCS. PWCS Federal Excise Tax Exemption number is

54-6001533. A copy of PWCS Sales and Use Tax Certificate Exemption is posted on the PWCS Web site at <http://purchasing.departments.pwcs.edu/>.

5. **RECEIPT OF BIDS:** Bids received prior to the time of opening will be securely kept, unopened by PWCS. No responsibility will attach to the Supervisor of Purchasing or his/her representative(s) for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered by the PWCS.
6. **BID OPENING:** All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection. The Supervisor of Purchasing representative(s) assigned to open the bids will decide when the specified time for bid opening has arrived. Tabulations of bids received are posted on the PWCS website at: [www.pwcs.edu/departments/purchasing/bid tabulations](http://www.pwcs.edu/departments/purchasing/bid_tabulations).
7. **OPEN PRICING RECORDS:** The classification of line item prices and/or bid prices as proprietary information or trade secrets is not acceptable. All bid prices will be read aloud at the public bid opening and posted on the PWCS Purchasing website. Any bidder who designates bid prices as proprietary information or trade secrets will be given 48 hours to withdraw this designation. If it is not withdrawn, their bid will be rejected. See [§ 2.2-4343](#) of the Code of Virginia.
8. **ERRORS IN BIDS:** When an error is made in extending total prices, the unit bid price times the number of units will govern. Erasures and changes in bids must be initialed by the bidder. Carelessness in quoting prices, omitting portions of the work from the calculations, or in preparation of the bid otherwise will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot otherwise be corrected except as provided in paragraph 14 below, and the bidder will be required to perform if their bid is accepted.
9. **LATE BIDS/PROPOSALS:** To be considered for selection, bids/proposals must be received by the PWCS Purchasing Office by the designated date and hour. The official time used in the receipt of bids/proposals is that time on the automatic time stamp machine in the Purchasing Office. Bids/proposals received in the Purchasing Office after the date and hour designated are non-responsive, automatically disqualified and will not be considered. PWCS is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-school mail system or delivery by any other means. It is the sole responsibility of the Bidder to ensure that his/her bid/proposal reaches the Purchasing Office by the designated date and hour.

10. **MANDATORY USE OF PWCS FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official PWCS form provided for that purpose may be cause for rejection of the bid/proposal. Return of this complete solicitation document is required. Modification of or additions to the General and/or Special Terms and Conditions of this solicitation may be cause for rejection of the bid/proposal; however, the Supervisor of Purchasing reserves the right to decide, on a case by case basis, in his/her sole discretion, whether to reject such a bid/proposal as non-responsive. As a precondition to its acceptance, PWCS may, in its sole discretion, request that the Bidder withdraw or modify non-responsive portions of a bid/proposal, which do not affect quality, quantity, price or delivery schedule.

11. **VENDOR REGISTRATION:** All vendors desiring to provide goods and/or services to PWCS are strongly encouraged to register on-line at <https://www.pwcs.edu/cms/One.aspx?portalId=340225&pageId=671379>.

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

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

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

submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

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

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

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

## SPECIFICATIONS

17. **QUESTIONS CONCERNING SPECIFICATIONS:** Any information relative to interpretation of specifications and drawings shall be requested of PWCS in writing, in ample time before the opening of bids. No inquiries if received by PWCS on or after the fifth day before the date set for the opening of bids will be given any consideration. Any material interpretation of a specification, as determined by PWCS, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than 4:30 p.m. local time on the third day before the date set for receipt of bids. Oral answers will not be authoritative.

18. **CLARIFICATION OF TERMS:** If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder shall contact the Buyer whose name appears on the face of the solicitation no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by a written addendum issued by the Purchasing Office
19. **USE OF BRAND NAMES:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders/Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which PWCS in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, color and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable PWCS to determine if the product offered meets the requirements of the solicitation. **ONLY THE INFORMATION FURNISHED WITH THE BID/PROPOSAL WILL BE CONSIDERED IN THE EVALUATION. FAILURE TO FURNISH ADEQUATE DATA FOR EVALUATION PURPOSES MAY RESULT IN DECLARING A BID/PROPOSAL NON-RESPONSIVE.** Unless the Bidder clearly indicates in its bid/proposal that the product offered is an "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
20. **NO SUBSTITUTES:** When a solicitation contains a specification that states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

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

21. **QUALIFICATIONS OF BIDDERS/OFFERORS:** PWCS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to PWCS all such information and data for this purpose as may be requested. PWCS reserves the right to inspect Bidder's/Offeror's physical

facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. PWCS further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Bidder fails to satisfy PWCS that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated herein.

22. **TESTING AND INSPECTION:** PWCS reserves the right to conduct any test or inspection it may deem advisable to ensure products/services conform to the specification.

### AWARD

23. **DEFINITE BID QUANTITIES:** Where definite quantities are specifically stated, acceptance will bind PWCS to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, PWCS will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Supervisor of Purchasing with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

24. **REQUIREMENT BID QUANTITIES:** On "Requirement" bids, acceptance will bind PWCS to pay for, at unit bid prices, only quantities ordered and delivered. Where PWCS specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

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

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

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

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



the PWCS Supervisor of Purchasing may, in his or her sole discretion, readvertise the solicitation, divide the contract among the bidders (if the solicitation provided for multiple awards), or award a contract by lot from among the responsive and responsible bidders. The decision of PWCS to make award to one or more such bidders shall be final.

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

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

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

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

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

#### CONTRACT PROVISIONS

31. **ANTI-DISCRIMINATION:** By submitting their bid/proposal, the Bidder certifies to PWCS that he/she will conform to the provisions of the Federal Civil

Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and the Code of Virginia [§2.2-4311](#). In every contract over \$10,000 the provisions in 31.1 and 31.2 below apply:

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

31.1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

31.2 The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

31.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

31.4 The Contractor will include the provisions of 20.1, 20.2 and 20.3 above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

32. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to PWCS all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by PWCS under said contract.

33. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, including but not limited to the Virginia Public Procurement Act, and any litigation with respect thereto shall be brought in the courts of Prince William County, Virginia, except to the extent that Federal Court is appropriate. The Contractor shall comply with applicable federal, state and local laws and regulations, and be legally authorized to do business in the Commonwealth of Virginia.

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

35. **CHANGES TO THE CONTRACT:** PWCS may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract to include, but not limited to things such as services to be performed, the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give PWCS a credit for any resulting savings. Additionally, an increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

36. **GUARANTEES & WARRANTIES:** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to PWCS before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

37. **MODIFICATION OF CONTRACT:** PWCS may, upon mutual agreement with the Contractor, issue written modifications to the scope of work/specifications of this contract, and within the general scope thereof, except that no modifications can be made which will result in an increase of the original contract price by a cumulative amount of more than \$50,000 or 25%, whichever is greater, without the advance written approval of the Prince William County School Board. In making any modification, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods as selected by the Supervisor of Purchasing:

The written modification shall stipulate the mutually-agreed price for the specific addition to or deletion from the scope of work/specifications which shall be added to or deducted from the contract amount.

The written modification shall stipulate the number of unit quantities added to or deleted from the contract and multiplied by the unit price which shall be added to or deducted from the contract amount.

The written modification shall direct the Contractor to proceed with the work and to keep, and present in such form as PWCS may direct, a correct account of the cost of the change together with all vouchers therefore. The cost shall include an allowance for overhead and profit to be mutually agreed upon by PWCS and the Contractor.

38. **PRICE REDUCTION:** If at any time after the date of the bid/proposal the Contractor makes a general price

reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify PWCS of such reduction by letter. **FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT FOR CAUSE.** Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by PWCS.

39. **SMALL AND MINORITY BUSINESS ENTERPRISES:** It is PWCS intent to undertake every effort to increase opportunity for utilization of small and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with the performance of this contract, the Contractor agrees to use their best effort to carry out this intent and ensure that Small and Minority Businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract. Contractors may rely on oral or written representation by subcontractors regarding their status as small and/or minority business enterprises in lieu of an independent investigation.

40. **TERMINATION FOR CAUSE/DEFAULT:** In case of failure to deliver goods or provide services in accordance with the contract terms and conditions, PWCS, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which PWCS may have. Specifically:

40.1 If, through any cause, the Contractor fails to fulfill in a timely and proper manner their obligations under the contract, or if the Contractor violates any of the covenants, agreements, or stipulations of the contract, PWCS shall thereupon have the right to

terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall at the option of PWCS, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

- 40.2 Notwithstanding the above, the Contractor shall not be relieved of liability to PWCS for damages sustained by PWCS by virtue of any breach of contract by the Contractor. PWCS may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to PWCS from the Contractor is determined.
41. **TERMINATION FOR CONVENIENCE:** PWCS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Supervisor of Purchasing determines that such a termination is in the best interest of PWCS. Any such termination shall be affected by delivery to the Contractor, at least ten (10) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the Contractor must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.
42. **COOPERATIVE PURCHASING:** PWCS may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or Invitation for Bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

- 42.1 It is the Contractors responsibility to notify the public body(s) of the availability of the contract.
- 42.2 Each public body has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- 42.3 PWCS shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

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

- 43.1 Provide a drug-free workplace for the Contractor's employees.
- 43.2 Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 43.3 State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.
- 43.4 Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

## DELIVERY/PAYMENT PROVISIONS

45. **FUNDING:** The obligation of PWCS to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the PWCS School Board to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and PWCS will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. PWCS will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the PWCS School Board. However, PWCS's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.
46. **POINT OF DESTINATION:** All materials shipped to PWCS must be shipped FOB DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.
47. **INVOICES:** Invoices for goods and/or services ordered, delivered and accepted shall be submitted in duplicate by the Contractor(s) directly to the payment address shown on the purchase order/contract. **All invoices shall reference said purchase order/contract number and shall be in the same legal name of the Contractor as indicated on the Contract.**
48. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by Section 1261 of Title 15 of the United States Code (U.S.C.), then the Bidder, by submitting his/her bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the Bidder does not violate any of the prohibitions of Title 15 of the U.S.C. or Section 1263.
49. **MATERIAL SAFETY DATA SHEETS:** Material and Safety Data Sheets shall be provided in English, and if available, Spanish within two (2) business days upon request for each chemical and/or compound offered. Failure on the part of the Contractor to submit such data sheets may be cause for declaring the Contractor in default. discounts for payment in less than 30 days.
50. **RESPONSIBILITY FOR MATERIALS OR GOODS TENDERED:** Unless otherwise specified in the solicitation, the Contractor is responsible for the materials or supplies covered by the contract until they are delivered at the delivery point designated by PWCS. The Contractor bears all risk of loss on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, PWCS may return the rejected materials or supplies to the Contractor at its risk and expense or dispose of them as the PWCS's own property.
51. **PAYMENT:** Payment shall be made after satisfactory performance that is in accordance with all provisions of the contract, and upon receipt of a properly completed invoice. PWCS reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any subsequent modifications.
52. **PARTIAL PAYMENTS:** Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.
53. **PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING:** When equipment requires installation (which includes erection, setting up or placing in position, service, or use) and testing, and the installation or testing is delayed, payment may be made based on 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made based on 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.
54. **PAYMENT TO SUBCONTRACTORS:**
- 54.1 A Contractor awarded a contract under this solicitation is hereby obligated to:
- 54.1.1 Pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from PWCS for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

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

54.2 Unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent per month on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from PWCS except for amounts withheld as stated in the paragraph above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. This obligation to pay interest is not an obligation of PWCS, and no contract modification will be made for the purpose of providing reimbursement of the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

54.3 The provisions of 54.1 through 54.3 apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of PWCS or any participating jurisdiction.

55. **TAX EXEMPTION:** PWCS is exempt from the payment of federal excise or Virginia Sales and Use Tax. The bid/proposal price must be net, exclusive of taxes. When under established trade practice, any federal excise tax is included in the list price, the Bidder may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by PWCS. PWCS Federal Excise Tax Exemption number is 54-6001533. A copy of [PWCS Sales and Use Tax Certificate Exemption](#) is posted on the PWCS Web site.

## GENERAL

56. **GUARANTEES & WARRANTIES:** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to PWCS before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

57. **GENERAL GUARANTY:** Contractor agrees to:

57.1. Save PWCS, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.

57.2 Warrant that when the contract includes a software license, or use of licensed software, the Contractor is the owner of the Software or otherwise has the right to grant to the County the license to use the

Software granted through the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

57.3 Protect PWCS against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.

57.4 Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.

57.5 Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of PWCS.

57.6 Protect PWCS from loss or damage to PWCS owned property while it is in the custody of the Contractor.

58. **SERVICE CONTRACT GUARANTY:** Contractor agrees to:

58.1 Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions of those documents provided that PWCS may reduce the said services at any time.

58.2 Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.

58.3 All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable government rules, regulations, methods, and procedures.

58.4 Allow services to be inspected or reviewed by an employee of PWCS at any reasonable time and place selected by PWCS. PWCS is under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.

58.5 Stipulate that the presence of a PWCS Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or

material. Notification of an omission or failure will be documented by the Supervisor of Purchasing.

**59. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bid/proposal,

Bidders/Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

**60. INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless PWCS, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against PWCS in consequence of the granting of a contract or which may otherwise result therefrom, if the act was caused through negligence, error, omission, or reckless or intentional misconduct (or, in the case of intellectual property rights, by any act done without proper permission) of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against PWCS in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend PWCS as herein provided.

**61. NON-LIABILITY:** The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the reasonable control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at her discretion terminate the contract.

**62. OFFICIAL NOT TO BENEFIT:**

62.1 Each Bidder certifies by signing a bid/proposal that, to the best of his/her knowledge, no PWCS official or employee having official responsibility for the procurement transaction or member of his/her immediate family has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid/proposal or as soon thereafter, as it appears that such a benefit will be received. Failure to disclose the information prescribed

above may result in suspension or debarment, recession of the contract, or recovery of the cost of the financial benefit from the contractor, recipient, or both.

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

62.3 In the event the Bidder/Offeror has knowledge of benefits as outline above, this information should be submitted with the bid/proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract the Bidder/Offeror shall address the disclosure of such facts to: Supervisor of Purchasing, Prince William County Public Schools, P.O. Box 389, Manassas, VA 20108. The Invitation For Bid/Request for Proposal number shall be referenced in the disclosure.

**63. VIRGINIA FREEDOM OF INFORMATION ACT:** Except as provided herein, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Any inspection of procurement transaction records under this provision shall be subject to reasonable restrictions to ensure the security and integrity of the records.

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

63.2 Any Bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening/receipt of all bids, but prior to award, except in the event that PWCS decides not to accept any of the bids and to re-solicit. Otherwise, bid records shall be open to public inspection only after award of the contract.

63.3 Bids and proposal records shall be open to the public only after award.

63.4 Any offeror who responds to an RFP shall be afforded the opportunity to inspect proposal records upon request within a reasonable time after the evaluation and negotiation of proposals are complete but prior to award, except in the

event PWCS decides not to accept any of the proposals and to resolicit.

63.5 Trade secrets or proprietary information submitted by any bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application shall not be subject to public disclosure under the Virginia Freedom of Information Act if the bidder, offeror, or Contractor invokes the protection of Code of Virginia section [2.2-4342 F](#), in writing prior to or upon submission of the data or other materials, identifies the data or other materials to be protected, and states the reasons why protection is necessary.

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

64. **INCLEMENT WEATHER:** Due to inclement weather conditions, PWCS may elect to close schools and administration offices. The following is an explanation of the policy:

**CODE GREEN:** All PWCS schools are closed. Administration offices are opened.

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

64.1 In the event of a delay school opening, all times shall remain as stated in the Invitation for Bid/Request for Proposal.

64.2 In the event that PWCS closes on a CODE GREEN, any optional/mandatory pre-bid/proposal conference and all bid/proposal openings will be held as scheduled.

64.3 In the event that PWCS closes on a CODE RED, any optional/mandatory pre-bid proposal conference and all bid/proposal openings will be held on the next business day the PWCS experiences a normal opening, a delayed opening, or a school closing on a CODE GREEN, at the time previously scheduled. No exceptions will be made in this matter.

#### **BIDDER/CONTRACTOR REMEDIES**

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

open market articles or services of comparable grade or quality to replace the services or articles rejected or not delivered. On all such purchases, the Contractor shall reimburse PWCS, within a reasonable time specified by PWCS, for any expense incurred in excess of contract prices, or, in PWCS’s sole discretion, PWCS shall deduct the cost of Cover from any amounts due to Contractor. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, PWCS reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by PWCS.

66. **CONTRACTUAL DISPUTES:** Any dispute concerning a question of act including claims for money or other relief as a result of a contract with PWCS which is not disposed of by agreement shall be declared by the Supervisor of Purchasing, who shall reduce a decision to writing and mail or otherwise forward a copy thereof to the Contractor within ten (10) days. The decision of the Supervisor of Purchasing shall be final and conclusive unless the Contractor appeals within ten (10) days of receipt of the written decision. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, as a condition precedent to consideration of the claim, the Contractor must give written notice of the intention to file such a claim at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment.

67. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder may protest the award or decision to award a contract by submitting a protest in writing to the Supervisor of Purchasing no later than ten (10) calendar days after public notice of the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten (10) calendar days after posting or publication of the notice of such contract. The written protest shall include the basis for the protest and the relief sought. The Supervisor of Purchasing shall issue a decision in writing within ten (10) calendar days of the receipt of the protest stating the reasons for the action taken. Any offeror may protest the award or decision to award a contract by submitting a protest in writing to PWCS, or an official designated by PWCS, no later than ten (10) calendar days after the award or the announcement of the decision to award, whichever occurs first.

- 67.1 If prior to award it is determined that the decision to award is arbitrary or capricious then the sole relief shall be a finding to that effect. The Supervisor of Purchasing shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by PWCS. Where the award has been made and performance has begun, the Supervisor of Purchasing may declare the contract void upon a finding that this action is in the best interest of PWCS. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.
- 67.2 Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this paragraph shall not be affected by the fact that a protest or appeal has been filed.
- 67.3 An award need not be delayed for the period allowed a Bidder to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire
68. **EXHAUSTION OF ADMINISTRATIVE REMEDIES:** No potential Bidder or Contractor shall institute any legal action until all administrative remedies available under this solicitation and resulting contract have been exhausted and until all statutory requirements have been met.
69. **FORCE MAJEURE EVENT:** If an event that is beyond the reasonable control of a Party and cannot be prevented with reasonable care of the affected Party, including but not limited to natural disasters, war and riot, provided that, any shortage of credit, capital or finance shall not be regarded as an event beyond the reasonable control of a Party. In the event that the occurrence of a Force Majeure Event delays or prevents the performance of this Agreement, the affected Party shall not be liable for any obligations hereunder only for such delayed or prevented performance. The affected Party who seeks to be exempt from the performance obligation under this Agreement or any provision hereof shall inform the other Party, without delay, of the exemption of obligation and the approaches that shall be taken to complete performance.



**PROPOSED COSTS**

Offerors shall submit proposed costs for all of the products and services being offered. All proposed costs shall be in the form of firm-fixed delivered unit prices or hourly rates.

These quantity estimates are not necessarily to be purchased under any resulting contract. If requirements do not result in an order in the quantities described as “estimated,” shall not constitute the basis for an equitable price adjustment.

Desktop and Laptop Computing Systems		
Desktop Standard- High	Proposed Equipment - Model #	Proposed Cost
16 GB ram or greater 512GB SSD or greater NVIDIA GeForce GTX 1060, AMD Radeon RX580 or better Processor -Core i7 or AMD equal GB network card (Intel or Broadcom) 1 USB C, 2 USB A Ethernet Adaptor 17” monitor – Video input Analog and Digital (VGA, DVI and HDMI capable) 2 – 3 USB Ports Win10 Education 64bit		
<b>Discount from Manufacturer’s List</b>		

Laptop Standard –Mid	Proposed Equipment - Model #	Proposed Cost
8 GB ram 256 GB SSD Processor - Intel i5 or AMD equivalent GB network card (Intel or Broadcom) 1 USB C 2 USB A Ethernet adapter Wireless NIC, WiFi 6 Win10 Education 64bit		
<b>Discount from Manufacturer’s List</b>		

Laptop Standard- High	Proposed Equipment - Model #	Proposed Cost
16 GB ram 512 GB SSD or greater Display – display port or HDMI out Processor-Intel core i7 or AMD equivalent GB network card (Intel or Broadcom) Wireless NIC, WiFi 6 Win10 Education 64bit		Or compa
<b>Discount from Manufacturer’s List</b>		

Monitor Specifications	Proposed Equipment - Model #	Proposed Cost
24” Wide Screen Video input Analog and Digital (VGA and DVI) 2 – 3 USB Ports Compatible with PC and Mac Anti-Glare monitor 3 years warranty		
<b>Discount from Manufacturer’s List</b>		

Student Device	Proposed Equipment - Model #	Proposed Cost
4 GB ram 128 GB SSD Processor -Pentium/Celeron/i3 or AMD Equivalent GB network card (Intel or Broadcom) Wireless NIC, 802.11b/g/n WiFi Win10 Education 64bit		
<b>Discount from Manufacturer's List</b>		

Peripherals		
Color Laser Printer Specifications	Proposed Equipment -Model #	Proposed Cost
Standard Ethernet Port (RJ45), USB interface Standard 20 lb. paper Built-in print servers		
<b>Discount From Manufacturer's List</b>		

Black and White Laser Printer Specifications	Proposed Equipment- Model #	Proposed Cost
Standard Ethernet Port (RJ45), USB interface Standard 20 lb. paper Built-in print servers		
<b>Discount from Manufacturer's List</b>		

Servers and Storage Systems			
Server - Hardware Requirements		Proposed Equipment - Model #	Propose Cost
<b>System Characteristics</b>	<b>Specification</b>		
Form Factor	1U Rackmount		
Memory	32GB		
Processor Information	2 x Intel Xeon 2.1GHz min 25M Cache or similar		
Minimum # of Drive Bays	8		
Hard Drives Installed	Min of 3TB usable space after RAID 5		
RAID Controller	PERC H730 w/1GB Cache or similar		
Power Supplies	Dual, hot-plug, redundant - NEMA 5-15P		
Operating Systems Supported	Windows 2019 Standard		
Other Hardware Features / Accessories	Front and Rear USB Ports, Out of Band Network Access		
Network Connections	<b>Min 2 1gpbs ethernet connections</b>		
<b>Discount from Manufacturer's List</b>			

### Value Added Services

Service Description	Able to Provide Service		Cost for Service
	<u>Yes</u>	<u>NO</u>	
Systems Configuration			
Testing			
Asset Management			
Maintenance			
Service & Repair			
A+ certified employee and a Microsoft Certified Systems Engineer (MCSE)			
PWCS helpdesk system documentation			
Logistical Support			
Installation			
Imaging			
Training			
Spare Parts			
Web Catalog			
Employee/Student Purchase Program			
Consulting Services			
Bulk Pricing			
Project Management			
24-hour "Burn-in" period			
Additional Services:			

**Manufacturer(s) Offered**

<b>Product Line</b>	<b>Manufacturer(s) Offered</b>	<b>Percentage Off Manufacturers Price List</b>
<b>Desktop and Laptop Computing Systems</b>		
<b>Desktop</b>		
<b>Laptop</b>		
<b>Monitor</b>		
<b>Netbook/Tablet</b>		
<b>Peripherals</b>		
<b>Color Laser Printer</b>		
<b>Black and White Laser Printer</b>		
<b>Scanner</b>		
<b>Memory</b>		
<b>Servers and Storage Systems</b>		
<b>Rack Servers</b>		
<b>Base Servers</b>		
<b>Storage</b>		

Solicitation # R-KS-22006

**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.
E-mail: _____			Fax No.

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

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

**OFFEROR/COMPANY NAME (print):** \_\_\_\_\_

**RETURN WITH PROPOSAL SUBMITTAL**

COMPUTER EQUIPMENT, PERIPHERALS & ACCESSORIES – R-KS-22006

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

**RETURN WITH PROPOSAL SUBMITTAL**



# 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.

**R-KS-22006, COMPUTER EQUIPMENT, PERIPHERALS  
& ACCESSORIES**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Solicitation #

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Company Phone Number

\_\_\_\_\_  
Print Name of Authorized Representative

\_\_\_\_\_  
Authorized Representative Title

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

Revised 9/11/19

**RETURN WITH PROPOSAL SUBMITTAL**



**SAMPLE CONTRACT**  
**DO NOT RETURN WITH PROPOSAL**

**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. **PRICING:**

6. **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:**

**PURCHASING AGENCY:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Type Name

\_\_\_\_\_  
Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Supervisor of Purchasing  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## REQUEST FOR PROPOSAL ADDENDUM

### ADDENDUM #1

**DATE: August 11, 2021**

**REFERENCE:** Request for Proposal Number: R-KS-22006  
Title: COMPUTER EQUIPMENT, PERIPHERALS, & ACCESSORIES  
Issue Date: July 28, 2021  
Sealed Proposal Due Date: August 26, 2021 @ 2:00 p.m.

*All Offerors shall be advised of the following changes/additions in the referenced solicitation:*

1. **QUESTION:** How do I formally submit?

**ANSWER:** Prince William County Public Schools post Invitations for Bids, Request for Proposals, and related Addenda on Virginia's eProcurement Portal (eVA) at [Virginia Business Opportunities \(cgieva.com\)](http://Virginia Business Opportunities (cgieva.com)). Once on the eVA website click "view opportunity." Documents are listed under the attachments section. Download the solicitation, see Section 7. Proposal Submission Requirements.

2. **QUESTION:** How do we go about being added to your vendor/bidder list for future needs?

**ANSWER:** All vendors desiring to provide goods and/or services to PWCS are strongly encouraged to register on-line at <https://www.pwcs.edu/cms/One.aspx?portalId=340225&pageId=671379>.

Vendors receiving purchase orders and payments from Prince William County Schools will also be required to continue registering and maintaining your information for accuracy on our current Vendor Self Service (VSS) website at [Vendor Resources - Prince William County Public Schools \(pwcs.edu\)](http://Vendor Resources - Prince William County Public Schools (pwcs.edu)) click Vendor Self-Service for Payments and Ordering. Registration instructions (PDF) is available.

3. **QUESTION:** Can you please send us a copy of this pending IT/TELCOM RELATED BID, or is there a web link you can provide?

**ANSWER:** No, See Question 1.

4. **QUESTION:** Section 7 Proposal Submission Requirements: Section 7.5 states "sealed proposals ... of this solicitation shall be submitted electronically via e-mail ...". Section 7.12.1 states "Each copy of the proposal should be tabbed and submitted in a three-ring binder ..." Please confirm the preferred method of proposal submission.

**ANSWER:** Sealed proposals subject to the terms and conditions of this solicitation shall be submitted electronically via e-mail at [purchasing@pwcs.edu](mailto:purchasing@pwcs.edu).

5. **QUESTION:** What is your plan for used/obsolete technology?

**ANSWER:** Prince William County Public Schools used/obsolete technology is given to VA Star. *VA Star is a computer repurposing program founded in Prince William County.* <http://vastar.org/>.

**PURCHASING OFFICE**

6. **QUESTION:** Also, what about smaller non-bid items (p-card type purchases, refurbished parts, hard to find items, end of life band-aids, etc.)?
- ANSWER:** PWCS makes use of multiple vendors to purchase the items described.
7. **QUESTION:** Does that go through the IT folks directly, or does it funnel back around to the Procurement side?
- ANSWER:** Depends on the size of the purchase.
8. **QUESTION:** I see the due date for the bid but no AWARD DATE. What is the award date?
- ANSWER:** Notice of intent to award is scheduled for 09/24/2021, pending School Board approval.
9. **QUESTION:** Is there a preferred Manufacturer?
- ANSWER:** Currently we use a mixture of mostly HP, Lenovo, and Microsoft branded products.
10. **QUESTION:** Will a forecast for each quarter be given?
- ANSWER:** No.
11. **QUESTION:** Is there an Estimated number of Machines needed per Category?
- ANSWER:** No.
12. **QUESTION:** What screen Sizes per category?
- ANSWER:** Screen size is appropriate to the category.
13. **QUESTION:** Will a BUYBACK PROGRAM be part of the award?
- ANSWER:** No.
14. **QUESTION:** What weight to the award is given if any to the On-site Service of 8 hrs.?
- ANSWER:** Service windows should be included in the bid.
15. **QUESTION:** I came across the bid your school put out for computer equipment such as laptops and was wondering if you had considered any kind of protection for these devices?
- ANSWER:** 3-year manufacturer's warranty and Accidental Damage Protection are often purchased.
16. **QUESTION:** Could we add our products to the bid?
- ANSWER:** Proposal submittals shall include the device categories listed, however additional products shall be indicated in Attachment C – Manufacturer's Offered.
17. **QUESTION:** How many items of each requested product/hardware are needed? I see the technical specs requested on pages 31 and 32, however I do not see the quantity needed.
- ANSWER:** Varies based on school needs.
18. **QUESTION:** Any particular brand(s) PWCS prefers?
- ANSWER:** Currently we use a mixture of mostly HP, Lenovo, and Microsoft branded products.

19. **QUESTION:** Brands they do not want?
- ANSWER:** All bids will be considered.
20. **QUESTION:** Page 8, 5.3.5 indicates that the Student device should have an i7 or AMD equivalent processor. On Page 32, Attachment A, the specifications read that the Student Device should include a Pentium, Celeron, i3 or AMD equivalent. Please specify which Intel processor is required: Pentium, Celeron, i3 or AMD equivalent, or Intel i7?
- ANSWER:** There are multiple classes of device listed. Intel processors are not necessarily required if performance is equal or better.
21. **QUESTION:** Page 31, Attachment A, the specifications for the Desktop Standard. The discrete graphics requirements indicate VGA, DVI or HDMI capable. Would it be possible to offer DisplayPort as an acceptable alternative?
- ANSWER:** Yes, if displays and cables are 100% compatible and adapters can be provided as needed for legacy equipment.
22. **QUESTION:** Page 7, 5.3.2 indicates that the Laptop Standard – Mid should have 512 MB Video. On page 31, Attachment A, the specifications read that the Laptop Standard – Mid do not list the 512MB Video requirement. Can you please confirm that a 512 MB Video is not a requirement within these specifications?
- ANSWER:** Confirmed.
23. **QUESTION:** On page 31, Attachment A, the Laptop Standard – Mid, and Laptop Standard – High do not specify a display size. Can you please confirm the PWCS preferred screen size on these devices?
- ANSWER:** 13 to 15 inches.
24. **QUESTION:** On page 31 and 32, Attachment A, the Laptops and Desktops list an operating system of "Windows 10 Education 64-Bit." Can you specify if the operating system requirements should be "Home" or "Professional?"
- ANSWER:** The operating system will be Windows 10 Education Edition.
25. **QUESTION:** The "Laptop Standard Mid, Laptop Standard High and Student Device" all specify an Intel or Broadcom GB Network Card. Can you please confirm that it is ok to provide an equivalent or better GB Network Card?
- ANSWER:** Equivalent or better is acceptable.
26. **QUESTION:** Would it be possible to for you to provide quantities that would be needed for this opportunity?
- ANSWER:** Quantities will vary based on school need.
27. **QUESTION:** Section 5.4.7.5 – Will the district be providing the asset tags, or will the awarded vendor need to create them?
- ANSWER:** The district will provide asset tags.
28. **QUESTION:** Can we bid all devices except servers?
- ANSWER:** Yes.

29. **QUESTION:** For the Monitors, is the DVI required?
- ANSWER:** HDMI or DisplayPort is acceptable if it is compatible with the desktop/laptop that is part of the purchase.
30. **QUESTION:** For the Monitors, is USB a requirement?
- ANSWER:** USB is preferred but not required.
31. **QUESTION:** Do you need to connect a keyboard/mouse to the monitor?
- ANSWER:** Keyboard/Mouse can be connected through USB, they are not required to be connected to the monitor.
32. **QUESTION:** Section 5.2.1, 5.2.2, and 5.2.3: For warranty repair work, are the offerors permitted to include the warranty level service(s) that includes manufacturer technicians to perform the repair work onsite or offsite?
- ANSWER:** Yes.
33. **QUESTION:** Attachment A - Proposed Costs: Does an Offeror have to submit proposed cost for each product or is there an option to select one or more products to submit a proposed cost?
- ANSWER:** Submit a proposed cost for each product.
34. **QUESTION:** Is the offeror responsible for providing this Microsoft Office Software, or is it already built into the imaging packages that the district has built.
- ANSWER:** Image would be built based on our specifications with our office license by the vendor.
35. **QUESTION:** What is the average annual quantity of laptops/desktops to be ordered/deployed?
- ANSWER:** Variable.
36. **QUESTION:** What is the average annual quantity of servers/storage to be ordered/deployed?
- ANSWER:** Variable.
37. **QUESTION:** What is the average annual number of service calls for laptops/desktops?
- ANSWER:** Low/mid...we have an internal helpdesk as well.
38. **QUESTION:** What is the average annual number of service calls for servers/storage/other equipment purchased?
- ANSWER:** Minimal to none for this contract.
39. **QUESTION:** If warranty requirement is only 1 year, is the district expecting an hourly or per-unit rate for out of warranty repairs?
- ANSWER:** A three-year warranty is on most devices purchased.
40. **QUESTION:** Is a discrete video card required for the medium and high-end laptop?
- ANSWER:** Not required for the normal models for school use. Exceptions being our Career and Technical Education programs, etc.

41. **QUESTION:** WWAN or WLAN, wireless, cellular broadband for the laptops?
- ANSWER:** Not a widely used item in this form factor.
42. **QUESTION:** We noticed listed was an i7 processor on student device was mentioned as well as i3/Celeron/Pentium, please provide clarity on processors.
- ANSWER:** An i7 for a student would be a CTE program. Gaming, special type machine.
43. **QUESTION:** Please clarify references length of time. "The Offeror shall complete the Contractor Data Sheet (**Attachment D**), to include a minimum of three (3) organizations (K-12 School Districts) for whom the Offeror has provided these products of the same or greater scope within the past three (5) years" – is it 3 or 5-years length of service?
- ANSWER:** Three (3) years.
44. **QUESTION:** In Section 5.3.1 – 5.3.9, how many units are specifically needed?
- ANSWER:** Variable.
45. **QUESTION:** How are delays from OEM hardware vendors being handled?
- ANSWER:** The vendor should be able to provide a reasonable forecast of any supply constraints.
46. **QUESTION:** Is there preferred contract vehicle?
- ANSWER:** This is a requirements contract through competitive negotiations.
47. **QUESTION:** Paragraph 7.1 requests an electronic copy of the proposal in PDF, marked "Original"; Para 7.2 indicates a "copy" in PDF; and para 7.3 requests a "redacted copy" in PDF, removing proprietary information. What is the purpose of an "original" and "copy" PDF files? Is submitting a single, complete PDF file sufficient?
- ANSWER:** Sealed proposals subject to the terms and conditions of this solicitation shall be submitted electronically via e-mail at [purchasing@pwcs.edu](mailto:purchasing@pwcs.edu).
48. **QUESTION:** Paragraph 7.5 instructs proposals to be "submitted electronically via e-mail at [purchasing@pwcs.edu](mailto:purchasing@pwcs.edu)". Paragraph 7.12.1 states "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 PDF format." Please clarify submission instructions. Are hard copy proposals expected in addition to an email submission? How many copies? If so, please provide physical delivery instructions.
- ANSWER:** See Question #47.
49. **QUESTION:** Please specify the screen size of the Laptop Standard - Mid.
- ANSWER:** 13 to 15 inches.
50. **QUESTION:** Please specify the screen size of the Laptop Standard- High.
- ANSWER:** See Question #49.
51. **QUESTION:** Please specify the screen size of the Student Device.
- ANSWER:** Variable, mostly 11-14 inch.

52. **QUESTION:** For the instruction "Provide a delimited file of Assets", please clarify what you are looking for to meet this requirement.

**ANSWER:** A CSV of assets to be able to import into our database.

53. **QUESTION:** What are the estimated quantities for each model? If this information is not available, could you please provide estimated historical purchase quantities? Anticipated volume will determine pricing from our OEM partners.

**ANSWER:** Variable.

54. **QUESTION:** What are the estimated quantities of units to be ordered with Value Added Services?

**ANSWER:** See Question #3.

55. **QUESTION:** Is a vendor required to propose pricing for all Value-Added Services in order to be considered for an award?

**ANSWER:** No, Value Added Services are part of the evaluation process, proposals will be scored accordingly.

ALL OTHER SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED.

A signed acknowledgment of this addendum must be received by the Purchasing Office either prior to the Proposal due date and hour specified or attached to the RFP. Signature on this addendum does not constitute the Offeror's signature on the original proposal document. The original proposal document shall also be signed.



Karen Sobers, CPPB  
Buyer

.....  
ACKNOWLEDGMENT:

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature

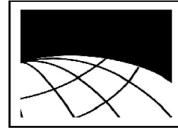
\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

**END OF ADDENDUM 1**



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**Master Agreement Commodity List**

**MA Description** Computer Equipment, Peripherals, and Accessories/HP-HPE  
**Vendor Name** Daly Computer  
**DBA Name**  
**Contact Name** Diane Gasper-Jones  
**Address** 5300 Spectrum Drive  
 Frederick, MD 21703  
**Telephone** 800-955-3259  
**Email Address** VASALES@daly.com  
**Fax** 301.963.1516

**Buyer Contact Name** KAREN SOBERS  
**Buyer Contact Phone** 703-791-8888  
**Buyer Email** sobersk@pwcs.edu

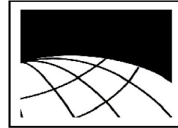
**Est. Delivery Days** 15  
**Effective Begin Date** 10/1/22  
**Expiration Date** 12/31/27  
**Print Date** October 18, 2022  
**Min Order**  
**Payment Disc%** /

**Document Comments**

Budget holder must encumber funds prior to requesting goods/services.

Line	Commodity Code		Unit	Unit Price
1	20454100025	Laptop, Student Device, HP ProBook X360 11 G9, #6L247UC 11.6" Touch 128GB SSD, Celeron N4500, 4GB, HPC; PWCS Asset Tag-Yellow, DLY, #PWCS-ASSETTAG-YL; Daly Imaging of Systems to PWCS, DLY, #PWCS-IMAGE/TEST/DELIVER; PWCS Year Tag, DLY; PWCS-YRTAG; PWCS 1:1 Image, DLY, #PWCS-1:1; HP 4YR Pickup/Return/ADP Unlimited Warranty, HPC, #U23KCE; Absolute Control for SLED - 4YR, DLY, #XXCTL48	EACH	\$560.00
3	20454100020	Laptop, Standard, HP ProBook 650 G9; #6L6L1UC G9 Laptop 15.6" FHD Anti-Glare Display (Non-Touch),16GB, 256GB SSD, Intel I5-1235U G9 Processor; Microsoft Windows 10 Pro 64 Bit; Webcam-included: (3) Year ADP Warranty; PWCS Asset Tagging; PWCS Custom Imaging, Testing, and Inside Delivery; Absolute Cloud for (3) Years (Anti-Theft)	EACH	\$1,145.00
4	20454100022	Laptop, Standard, HP Elite X360 830 G9 Touch; #74Z75UC IT 1235U 16GB 512GB WIN11Pro, HPC; HP NBD HRD SRT/ Accident Damage 3YR On-Site, HPC, #UC282E; PWCS Asset Tag - Yellow, DLY, #PWCS-ASSETTAG-YL; Daly Imaging of Systems to PWCS, DLY, #PWCS-IMAGE/TEST/DELIVER; PWCS Year Tag, DLY, #PWCS-YRTAG; PWCS Base Image with Admin, DLY, #PWC-ITADMIN; Absolute for Cloud 3 Years, awr, #KIT36BA0TQ	EACH	\$1,475.00
5	20454100021	Laptop, Standard, HP Fury 15 G8; #69J46UC HP ZBook 15.6" FHD Anti-Glare Display (Non-Touch), 32GB, 1TB SSD, Intel i7 -11805H Processor; Microsoft Windows 10 Pro 64-Bit; NVIDIA RZ T1200 4GB Discrete Graphics; Webcam - Included; (3) Year ADP Warranty; PWCS Asset Tagging; PWCS Custom Imaging, Testing and inside Delivery; Absolute Cloud for (3) Years (Anti-Theft)	EACH	\$2,265.00

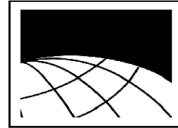




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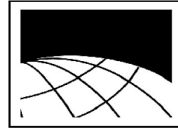
Line	Commodity Code		Unit	Unit Price
6	20468000001	Peripherals, HP Docking Station; #5TW10AA#ABA (To be used with all HP 400, 600, and 800 series laptops.) HP Universal USB-C Docking Station; Docking Interface: USB-C; Video Ports: (1) VGA, (2) DP; USB Ports: (2) USB-C, (2) USB 3.0, (1) Thunderbolt Port; Networking: (1) Gigabit Ethernet Port	EACH	\$160.00
7	20468000002	Peripherals, HP Docking Station; (ZBook Fury); #3TR87AA#ABA (Recommended for the ZBook Fury - CTE Device); HP Thunderbolt USB-C Docking Station; Docking Station Interface: USB-C; Video Ports: (1) VGA, (2) DP; USB Ports: (2) USB-C, (3) USB 3.0, (1) Thunderbolt Port (1) Kensington Lock, (1) Combo Audio Jack; Networking: (1) Gigabit Ethernet Port	EACH	\$299.00
8	20460370020	Monitors, HP E24V G4 24", HDMI, VGA; #9TT78A6#ABA (3) Year Warranty	EACH	\$165.96
9	20460370021	Monitors, HP E24 G4 24", HDMI, VGA, DP; #9VF99AA#ABA (3) Year Warranty (with USB Hub)	EACH	\$197.87
10	20460370029	Monitors, HP Smart Buy P27v G4 27", FHD; #9TT20A6#ABA (3) Year Warranty	EACH	\$186.00
11	20460370023	Monitors, Viewsonic 32" Curved; #VX3218-PC-MHD Curved Monitor (2) HDMI, (1) Displayport, Speakers	EACH	\$297.00
12	20700000007	Carrying Case, Student (11.6" and 12") Laptop; #MESS1-11/12 Mobile Edge Carrying Case Sleeve for 11.6" and 12" Devices w/ Handle	EACH	\$23.00
13	20468	Peripherals, Miscellaneous: Joy Sticks, Graphic Digitizers, RE: Prince William County Schools Contract #R-KS-22006, dated December 1, 2021 and Quote #_____, dated _____. (Include details indicated on quote.)		\$0.00
14	20464	Network Components: Adapter Cards, Bridges, Connectors, Expa RE: Prince William County Schools Contract #R-KS-22006, dated December 1, 2021 and Quote #_____, dated _____. (Include details indicated on quote.)		\$0.00
15	20700	Computer Accessories And Supplies RE: Prince William County Schools Contract #R-KS-22006, dated December 1, 2021 and Quote #_____, dated _____. (Include details indicated on quote.)		\$0.00
16	20477	Printers, Laser RE: Prince William County Schools Contract #R-KS-22006, dated December 1, 2021 and Quote #_____, dated _____. (Include details indicated on quote.)		\$0.00



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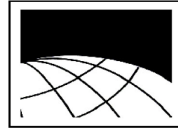
Line	Commodity Code		Unit	Unit Price
17	93900	Equipment Maintenance And Repair Services For Computers, Off RE: Prince William County Schools Contract #R-KS-22006, dated December 1, 2021 and Quote # _____, dated _____. (Include details indicated on quote.)		\$0.00
18	20454	Microcomputers, Handheld, Laptop, And Notebook RE: Prince William County Schools Contract #R-KS-22006, dated December 1, 2021 and Quote # _____, dated _____. (Include details indicated on quote.)		\$0.00
19	20453	Microcomputers, Desktop Or Towerbased RE: Prince William County Schools Contract #R-KS-22006, dated December 1, 2021 and Quote # _____, dated _____. (Include details indicated on quote.)		\$0.00
21	20468000004	NEWLIN Mobile Square Stand Base; #EPR8A50500-SQR Supports 65", 75", and 86"; MFG Code: NEW	EA	\$435.00
22	20468000005	Stand,TRULIFT Motorized Mobile Stand; EPR8A60060-000 (No Tilt, fits all sizes.), MFG Code: NLI	EA	\$1,550.00
23	20468000006	Stand,TRULIFT, iTeachSpider Motorized; #EPR8A70070-000 MFG Code: NLI	EA	\$1,150.00
24	20454100026	Laptop, HP ProBook 450 G9 i5-1235U, #687P0UT#ABA 15 16GB/256GB PC, HPC; HP 4 Year Accidental Protection ADP, HPC, #UK723E; PWCS Asset Tag-Yellow, DLY, #PWCS-ASSETTAG-YL; Daly Imaging of Systems to PWCS, DLY, #PWCS-IMAGE/TEST/DELIVER; 2020 Asset Tag PWCS, DLY, #PWCS-YRTAG-2020; Absolute Control for SLED - 4 YR, DLY, #XXXCTL48; PWCS Base Image with Admin, DLY, #PWCS-ITADMIN	EA	\$1,210.00
25	20454100019	Laptop, Standard, HP ProBook 455 G9; #6L8J0UC 15.6" HD (1366X768) Anti-Glare Display (Non-Touch) 8GB 256GB SSD AMD Ryzen 5 5625U Processor; Microsoft Windows 10 Pro 64-Bit - Included (3) Year ADP Warranty; PWCS Asset Tagging; PWCS Custom Imaging, Testing, and Inside Delivery; Absolute Cloud for (3) Years (Anti-Theft)	EACH	\$784.00
26	96246200051	PWCS De-Install equipment and re-install in same facility	EACH	\$425.00
27	96246200052	PWCS De-install existing equipment. No storage, leave equip.	EACH	\$215.00
28	96246200053	PWCS De-install existing projector, install new projector	EACH	\$215.00
29	96246200054	PWCS De-install existing projector	EACH	\$320.00



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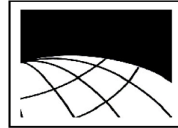
Line	Commodity Code		Unit	Unit Price
30	96246200055	PWCS De-install - Promethean Equipment	EACH	\$450.00
31	96246200056	PWCS Installation Wall	EACH	\$750.00
32	96246200057	PWCS Overboard Installation	EACH	\$1,060.00
33	96246200058	PWCS Install Single Display w/No Cables,No Cable Raceway	EACH	\$410.00
34	96246200059	PWCS Room Renovation	EACH	\$2,085.00
35	96246200060	Services, PWCS - Additional Service	EACH	\$90.00
36	96246200061	Services, PWCS Service Call	EACH	\$90.00
37	96246200062	Services, Overtime	HOUR	\$175.00
38	20468000008	NEWLINE 750Q 4K LED 4K Multi Touch Display-TruTouch Combo w/USB Type C Android 11 TRUTOUCH Mobile Display Installation Combo Includes: 75" 750Q 4K LED Multi Touch Display, TRUTOUCH Mobile Standard Square Base, 12' HDMI Cable, Daly Delivery and Installation of Display Cart	EACH	\$3,125.00
39	20800300030	Software, MACRO CRG, #NPN-CRITI-MACRO-R SMART Notebook License (Quote #SQ0444722, dated July 18, 2022) Subscription Period: _____ through _____.	EACH	\$7.43
40	20468000010	Carts, Cube Charge Cart 32 AC, BRT, #TVC32PAC-CK Back Panel 1.4"W Slots.	EACH	\$999.00
41	20468000011	Carts, 150W Slim Smart 4.5mm AC Adapter, #4SC18UT#ABA	EACH	\$52.50
42	20468000012	NEWLINE 86" Touch 4K Display; #860RS+TT-8619RS 20 Points of Touch RS+Series; PWCS Asset Tag - Yellow, DLY, #PWCS-ASSETTAG-YL; PWCS Year Tag, DLY, #PWCS-YRTAG	EACH	\$2,975.00



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Line	Commodity Code		Unit	Unit Price
43	20468000013	Peripherals, Sony 65" 4K HDR, Pro Display; #FWD65X81CH w/Tuner.	EACH	\$1,280.00
44	20468000014	Peripherals, VMTilt 37"-70" Flat Panel Wall Mount; #DWT3770X Display TV LCD - VESA Compliant	EACH	\$75.00
45	20468000015	Quote #SQ0442144 - Student Services 1 - New 65 4K HDR, Pro Display w/Tuner, Sony, #FWD65X81CH @ \$1,280.00. 1 - VM Tilt 37"-70" Disp TV LCD, NON, #DWT3770X @ \$75.00. 1 - Daly Installation of 65" 4K TV onto wall with tilt mount, DLY, #DALY-INSTALL @ \$500.00.	LOT	\$1,855.00
46	20454100024	Computer, Newline TrueTouch On-Board 4K i5; #EPR8A65000-000 Pre-loaded with Windows 10 OS, 1 Year Warranty, NLI; PWCS Year Tag, DLY, #PWCS-YRTAG; PWCS Asset Tag - Yellow, DLY, #PWCS-ASSETTAG-YL; Daly Imaging of Systems to PWCS, DLY, #PWCS-IMAGE/TEST/DELIVER; PWCS Base Image with Admin, DLY, #PWCS-ITADMIN; NewLine PC AV Installation into Board, DLY, #PWCS-NEWLINEPCAVINSTALL; Signature MK650 COMBO for BUSGRAPHITE-Brown Box Log Bolt, LGT, #920-010909	EACH	\$847.00
47	20468000016	NEWLINE 65" 550Z 4K LED Multi-touch, #TT-6522Z Display (CAPACATIVE TOUCH)	EACH	\$3,450.00
48	20468000017	NEWLINE 55" 550Z 4K LED Multi-touch, #TT-5522Z Display (CAPACATIVE TOUCH)	EACH	\$2,800.00



**Prince William County**  
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**Master Agreement Commodity List**

**MA Description** Computer Equipment, Peripherals, and Accessories/HP-HPE  
**Vendor Name** Daly Computer  
**DBA Name**  
**Contact Name** Diane Gasper-Jones  
**Address** 5300 Spectrum Drive  
 Frederick, MD 21703  
**Telephone** 800-955-3259  
**Email Address** VASALES@daly.com  
**Fax** 301.963.1516

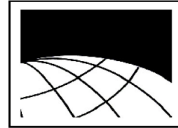
**Buyer Contact Name** KAREN SOBERS  
**Buyer Contact Phone** 703-791-8888  
**Buyer Email** sobersk@pwcs.edu

**Est. Delivery Days** 15  
**Effective Begin Date** 8/31/22  
**Expiration Date** 12/31/27  
**Print Date** August 31, 2022  
**Min Order**  
**Payment Disc%** /

**Document Comments**

Budget holder must encumber funds prior to requesting goods/services.

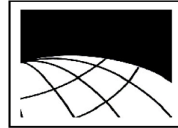
Line	Commodity Code		Unit	Unit Price
1	20454100018	Laptop, Student Device, HP ProBook X360 G9 EE; #6L247UC 11.6" Touch Screen Display, Intel Celeron N4500, 4GB, 128GB SSD, Microsoft Windows 10 Pro 64-Bit, Webcam - Included (3) Year ADP Warranty (Unlimited Instances): PWCS Asset Tagging, PWCS Imaging, Testing, and Inside Delivery; Absolute Cloud for (3) Years (Anti-Theft)	EACH	\$499.00
3	20454100020	Laptop, Standard, HP ProBook 650 G9; #6L6L1UC G9 Laptop 15.6" FHD Anti-Glare Display(Non-Touch), 16GB, 256GB SSD, Intel I5-1235U G9 Processor; Microsoft Windows 10 Pro 64 Bit; Webcam-included: (3) Year ADP Warranty; PWCS Asset Tagging; PWCS Custom Imaging, Testing, and Inside Delivery; Absolute Cloud for (3) Years (Anti-Theft)	EACH	\$1,145.00
4	20454100022	Laptop, Standard, HP Elite X360 830 G9 Touch; #74Z75UC IT 1235U 16GB 512GB WIN11Pro, HPC; HP NBD HRD SRT/ Accident Damage 3YR On-Site, HPC, #UC282E; PWCS Asset Tague - Yellow, DLY, #PWCS-ASSETTAG-YL; Daly Imaging of Systems to PWCS, DLY, #PWCS-IMAGE/TEST/DELIVER; PWCS Year Tag, DLY, #PWCS-YRTAG; PWCS Base Image with Admin, DLY, #PWC-ITADMIN; Absolute for Cloud 3 Years, awr, #KIT36BA0TQ	EACH	\$1,475.00
5	20454100021	Laptop, Standard, HP Fury 15 G8; #69J46UC HP ZBook 15.6" FHD Anti-Glare Display (Non-Touch), 32GB, 1TB SSD, Intel i7 -11805H Processor; Microsoft Windows 10 Pro 64-Bit; NVIDIA RZ T1200 4GB Discrete Graphics; Webcam - Included; (3) Year ADP Warranty; PWCS Asset Tagging; PWCS Custom Imaging, Testing and inside Delivery; Absolute Cloud for (3) Years (Anti-Theft)	EACH	\$2,265.00
6	20468000001	Peripherals, HP Docking Station; #5TW10AA#ABA (To be used with all HP 400, 600, and 800 series laptops.) HP Universal USB-C Docking Station; Docking Interface: USB-C; Video Ports: (1) VGA, (2) DP; USB Ports: (2) USB-C, (2) USB 3.0, (1) Thunderbolt Port; Networking: (1) Gigabit Ethernet Port	EACH	\$160.00



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***Master Agreement Commodity List***

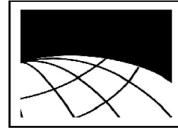
Line	Commodity Code		Unit	Unit Price
7	20468000002	Peripherals, HP Docking Station; (ZBook Fury); #3TR87AA#ABA (Recommended for the ZBook Fury - CTE Device); HP Thunderbolt USB-C Docking Station; Docking Station Interface: USB-C; Video Ports: (1) VGA, (2) DP; USB Ports: (2) USB-C, (3) USB 3.0, (1) Thunderbolt Port (1) Kensington Lock, (1) Combo Audio Jack; Networking: (1) Gigabit Ethernet Port	EACH	\$299.00
8	20460370020	Monitors, HP E24V G4 24", HDMI, VGA; #9TT78A6#ABA (3) Year Warranty	EACH	\$165.96
9	20460370021	Monitors, HP E24 G4 24", HDMI, VGA, DP; #9VF99AA#ABA (3) Year Warranty (with USB Hub)	EACH	\$197.87
10	20460370029	Monitors, HP Smart Buy P27v G4 27", FHD; #9TT20A6#ABA (3) Year Warranty	EACH	\$186.00
11	20460370023	Monitors, Viewsonic 32" Curved; #VX3218-PC-MHD Curved Monitor (2) HDMI, (1) Displayport, Speakers	EACH	\$297.00
12	20700000007	Carrying Case, Student (11.6" and 12") Laptop; #MESS1-11/12 Mobile Edge Carrying Case Sleeve for 11.6" and 12" Devices w/ Handle	EACH	\$23.00
13	20468	Peripherals, Miscellaneous: Joy Sticks, Graphic Digitizers, RE: Prince William County Schools Contract #R-KS-22006, dated December 1, 2021 and Quote # _____, dated _____. (Include details indicated on quote.)		\$0.00
14	20464	Network Components: Adapter Cards, Bridges, Connectors, Expa RE: Prince William County Schools Contract #R-KS-22006, dated December 1, 2021 and Quote # _____, dated _____. (Include details indicated on quote.)		\$0.00
15	20700	Computer Accessories And Supplies RE: Prince William County Schools Contract #R-KS-22006, dated December 1, 2021 and Quote # _____, dated _____. (Include details indicated on quote.)		\$0.00
16	20477	Printers, Laser RE: Prince William County Schools Contract #R-KS-22006, dated December 1, 2021 and Quote # _____, dated _____. (Include details indicated on quote.)		\$0.00
17	93900	Equipment Maintenance And Repair Services For Computers, Off RE: Prince William County Schools Contract #R-KS-22006, dated December 1, 2021 and Quote # _____, dated _____. (Include details indicated on quote.)		\$0.00
18	20454	Microcomputers, Handheld, Laptop, And Notebook RE: Prince William County Schools Contract #R-KS-22006, dated December 1, 2021 and Quote # _____, dated _____. (Include details indicated on quote.)		\$0.00



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***Master Agreement Commodity List***

Line	Commodity Code		Unit	Unit Price
19	20453	Microcomputers, Desktop Or Towerbased RE: Prince William County Schools Contract #R-KS-22006, dated December 1, 2021 and Quote # _____, dated _____. (Include details indicated on quote.)		\$0.00
21	20468000004	NEWLIN Mobile Square Stand Base; #EPR8A50500-SQR Supports 65", 75", and 86"; MFG Code: NEW	EA	\$435.00
22	20468000005	Stand,TRULIFT Motorized Mobile Stand; EPR8A60060-000 (No Tilt, fits all sizes.), MFG Code: NLI	EA	\$1,550.00
23	20468000006	Stand,TRULIFT, iTeachSpider Motorized; #EPR8A70070-000 MFG Code: NLI	EA	\$1,150.00
24	20454100023	Laptop, HP ProBook 450 G9 i5 1235U 16GB 256GB, #687P0UT#ABA WIN10PRO, HPC; PWCS Year Tag, DLY, #PWCS-YRTAG; PWCS Asset Tag-Yellow; DLY, #PWCS-ASSETTAG-YL; Daly Imaging of Systems to PWCS, DLY, #PWCS-IMAGE/TEST/DELIVER; Absolute for Cloud 3 Years, awr, KIT36BA0TQ; PWCS Base Image with Admin, DLY, PWCS-ITADMIN; Electronic HP Care Pack Pick-up and Return Service with ACCI, HPC, #UQ996E	EA	\$1,115.00
25	20454100019	Laptop, Standard, HP ProBook 455 G9; #6L8J0UC 15.6" HD (1366X768) Anti-Glare Display (Non-Touch) 8GB 256GB SSD AMD Ryzen 5 5625U Processor; Microsoft Windows 10 Pro 64-Bit - Included (3) Year ADP Warranty; PWCS Asset Tagging; PWCS Custom Imaging, Testing, and Inside Delivery; Absolute Cloud for (3) Years (Anti-Theft)	EACH	\$784.00
26	96246200051	PWCS De-Install equipment and re-install in same facility	EACH	\$425.00
27	96246200052	PWCS De-install existing equipment. No storage, leave equip.	EACH	\$215.00
28	96246200053	PWCS De-install existing projector, install new projector	EACH	\$215.00
29	96246200054	PWCS De-install existing projector	EACH	\$320.00
30	96246200055	PWCS De-install - Promethean Equipment	EACH	\$450.00
31	96246200056	PWCS Installation Wall	EACH	\$750.00

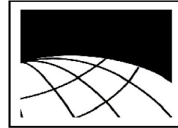


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***Master Agreement Commodity List***

Line	Commodity Code		Unit	Unit Price
32	96246200057	PWCS Overboard Installation	EACH	\$1,060.00
33	96246200058	PWCS Install Single Display w/No Cables,No Cable Raceway	EACH	\$410.00
34	96246200059	PWCS Room Renovation	EACH	\$2,085.00
35	96246200060	Services, PWCS - Additional Service	EACH	\$90.00
36	96246200061	Services, PWCS Service Call	EACH	\$90.00
37	96246200062	Services, Overtime	HOUR	\$175.00
38	20468000008	NEWLINE 750Q 4K LED 4K Multi Touch Display-TruTouch Combo w/USB Type C Android 11 TRUTOUCH Mobile Display Installation Combo Includes: 75" 750Q 4K LED Multi Touch Display, TRUTOUCH Mobile Standard Square Base, 12' HDMI Cable, Daly Delivery and Installation of Display Cart	EACH	\$3,125.00
39	20800300030	Software, MACRO CRG, #NPN-CRITI-MACRO-R SMART Notebook License (Quote #SQ0444722, dated July 18, 2022) Subscription Period: _____ through _____.	EACH	\$7.43
40	20468000010	Carts, Cube Charge Cart 32 AC, BRT, #TVC32PAC-CK Back Panel 1.4"W Slots.	EACH	\$999.00
41	20468000011	Carts, 150W Slim Smart 4.5mm AC Adapter, #4SC18UT#ABA	EACH	\$52.50
42	20468000012	NEWLINE 86" Touch 4K Display; #860RS+TT-8619RS 20 Points of Touch RS+Series; PWCS Asset Tag - Yellow, DLY, #PWCS-ASSETTAG-YL; PWCS Year Tag, DLY, #PWCS-YRTAG	EACH	\$2,975.00
43	20468000013	Peripherals, Sony 65" 4K HDR, Pro Display; #FWD65X81CH w/Tuner.	EACH	\$1,280.00
44	20468000014	Peripherals, VMTilt 37"-70" Flat Panel Wall Mount; #DWT3770X Display TV LCD - VESA Compliant	EACH	\$75.00





**Prince William County**  
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***Master Agreement Commodity List***

Line	Commodity Code		Unit	Unit Price
45	2046800015	Quote #SQ0442144 - Student Services 1 - New 65 4K HDR, Pro Display w/Tuner, Sony, #FWD65X81CH @ \$1,280.00. 1 - VM Tilt 37"-70" Disp TV LCD, NON, #DWT3770X @ \$75.00. 1 - Daly Installation of 65" 4K TV onto wall with tilt mount, DLY, #DALY-INSTALL @ \$500.00.	LOT	\$1,855.00
46	20454100024	Computer, Newline Truetouch On-Board 4K i5; #EPR8A65000-000 Pre-loaded with Windows 10 OS, 1 Year Warranty, NLI; PWCS Year Tag, DLY, #PWCS-YRTAG; PWCS Asset Tag - Yellow, DLY, #PWCS-ASSETTAG-YL; Daly Imaging of Systems to PWCS, DLY, #PWCS-IMAGE/TEST/DELIVER; PWCS Base Image with Admin, DLY, #PWCS-ITADMIN; NewLine PC AV Installation into Board, DLY, #PWCS-NEWLINEPCAVINSTALL; Signature MK650 COMBO for BUSGRAPHITE-Brown Box Log Bolt, LGT, #920-010909	EACH	\$847.00



Prince William County

PUBLIC SCHOOLS

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## Notice of Intent to Award

Date: November 12, 2021

Title (commodity): Computer Equipment, Peripherals, and Accessories

IFB No.: R-KS-22006

Contractor(s): Daly Computers, Inc.

Amount: Requirements Contract

Comments: This is a Notice of Intent to Award for the above referenced IFB to the lowest responsive and responsible bidder. This procurement is on the PWCS School Board Agenda to be awarded on December 1, 2021. Contract file is available in the Purchasing Office for review by all bidders that submitted a bid on this IFB. Upon award, the contract file will be available for public review in accordance with paragraph 2.2-4342 of the Virginia Public Procurement Act. Copies of the bid tabulation can be obtained by going to the PWCS website. <https://purchasing.pwcs.edu>

Contact Person: Karen Sobers, CPPB, Buyer, [sobersk@pwcs.edu](mailto:sobersk@pwcs.edu)

Approved By:

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

PURCHASING OFFICE



Date: December 2, 2021  
Vendor: Daly Computers, Inc.  
5300 Spectrum Drive  
Frederick, MD 21703  
Attention: Ryan Yu  
Reference: RFP #R-KS-22006 – Computer Equipment, Peripherals, and Accessories

Dear Mr. Yu, President

**Acceptance Agreement**

**R-KS-22006**

This Acceptance Agreement indicates a contract award to Daly Computer, Inc. for Computer Equipment, Peripherals, and Accessories. The period of the contract is from January 1, 2022 through December 31, 2027, with the option to renew for two (2) additional two-year periods.

The contract award shall be in accordance with:

1. This Acceptance Agreement;
2. The terms and conditions of RFP R-KS-22006 – Computer Equipment, Peripherals, and Accessories, dated July 28, 2021, and all addenda;
3. Your Proposal dated August 11, 2021 and Addendum 1, dated August 15, 2021;
4. Negotiations, Best and Final Offer, dated November 8, 2021.

All questions regarding this contract should be directed to the Contract Administrator, Karen Sobers, at (703) 791-8888 or via email at sobersk@pwcs.edu.

Sincerely,

*Colleen Keener*

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

*Ryan Yu*  
President, Daly Computers  
12/3/2021

PURCHASING OFFICE



# Prince William County

PUBLIC SCHOOLS

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**Negotiations Best and Final**

**DATE: November 5, 2021**

**REFERENCE:** Request for Proposal Number: R-KS-22006  
 Title: Computer Equipment, Peripherals & Accessories  
 Issue Date: July 28, 2021  
 Sealed Proposal Due Date and Time: August 26, 2021 @ 2:00 p.m.

Prince William County Schools (PWCS) is requesting your best and final offer for the items indicated. Please review and provide a response for review by Tuesday, November 9, 2021 at 12:00 p.m.

<b>R-KS-22006 - COMPUTER EQUIPMENT, PERIPHERALS, AND ACCESSORIES - NEGOTIATED COSTS DALY COMPUTERS</b>		
<b>DESKTOP AND LAPTOP COMPUTING SYSTEMS - HP &amp; HPE</b>		
<b>Desktop Standard - High</b>	<b>Equipment/Model #</b>	<b>Negotiated Cost</b>
16 GB ram or greater 512GB SSD or greater NVIDIA GeForce GTX 1060, AMD Radeon RX580 or better Processor -Core i7 or AMD equal GB network card (Intel or Broadcom) 1 USB C, 2 USB A Ethernet Adaptor 17" monitor – Video input Analog and Digital (VGA, DVI and HDMI capable) 2 – 3 USB Ports Win10 Education 64bit	HPEliteDesk 805 G6 Desktop Mini 16GB DDR4 3200 SO DIMM NECC Memory 512 GB Solid State Drive NVIDIA GeForce GTX 1660Ti 6GB Graphics AMD Ryzen 7 Pro 4750GE 3.1Ghz Realtek 10/100/1000 Ethernet 1 x USB C, 2 x USB A (Front) 4 x USB A Options (Rear) Microsoft Win10 64 (Home) Includes USB Keyboard and Mouse System with 3-Year Parts & Labor Warranty	\$1,113.53
<b>Discount from Manufacturer's List</b>	N/A	
16 GB ram or greater 512GB SSD or greater NVIDIA GeForce GTX 1060, AMD Radeon RX580 or better Processor -Core i7 or AMD equal GB network card (Intel or Broadcom) 1 USB C, 2 USB A Ethernet Adaptor 17" monitor – Video input Analog and Digital (VGA, DVI and HDMI capable) 2 – 3 USB Ports Win10 Education 64bit	HP EliteDesk 805 G6 Desktop Mini 16GB DDR4 3200 SO DIMM NECC Memory 512 GB Solid State Drive NVIDIA GeForce GTX 1660Ti 6GB Graphics AMD Ryzen 7 Pro 4750GE 3.1Ghz Realtek 10/100/1000 Ethernet 1 x USB C, 2 x USB A (Front) 4 x USB A Options (Rear) Microsoft Win10 64 (Home) Includes USB Keyboard and Mouse System with 5-Year Parts & Labor Warranty	\$1,133.11
<b>Discount from Manufacturer's List</b>	N/A	

PURCHASING OFFICE

**R-KS-22006 - COMPUTER EQUIPMENT, PERIPHERALS, AND ACCESSORIES - NEGOTIATED COSTS  
DALY COMPUTERS**

**DESKTOP AND LAPTOP COMPUTING SYSTEMS - HP & HPE**

Desktop Standard - High	Equipment/Model #	Negotiated Cost
16 GB ram or greater 512GB SSD or greater NVIDIA GeForce GTX 1060, AMD Radeon RX580 or better Processor -Core i7 or AMD equal GB network card (Intel or Broadcom) 1 USB C, 2 USB A Ethernet Adaptor 17" monitor – Video input Analog and Digital (VGA, DVI and HDMI capable) 2 – 3 USB Ports Win10 Education 64bit	HP EliteDesk 805 G6 Desktop Mini 16GB DDR4 3200 SO DIMM NECC Memory 512 GB Solid State Drive NVIDIA GeForce GTX 1660Ti 6GB Graphics AMD Ryzen 7 Pro 4750GE 3.1Ghz Realtek 10/100/1000 Ethernet 1 x USB C, 2 x USB A (Front) 4 x USAB A Options (Rear) HP 22" LCD (P22V) Display with HDMI Micorsoft Win10 64 (Home) Includes USB Keyboard and Mouse System with 5-year warranty & 22" LCD Monitor also include 5-year warranty	\$1,291.63
<b>Discount from Manufacturer's List</b>	52.72%	
16 GB ram or greater 512GB SSD or greater NVIDIA GeForce GTX 1060, AMD Radeon RX580 or better Processor -Core i7 or AMD equal GB network card (Intel or Broadcom) 1 USB C, 2 USB A Ethernet Adaptor 17" monitor – Video input Analog and Digital (VGA, DVI and HDMI capable) 2 – 3 USB Ports Win10 Education 64bit	HP EliteDesk 805 G6 Desktop Mini 16GB DDR4 3200 SO DIMM NECC Memory 512 GB Solid State Drive NVIDIA GeForce GTX 1660Ti 6GB Graphics AMD Ryzen 7 Pro 4750GE 3.1Ghz Realtek 10/100/1000 Ethernet 1 x USB C, 2 x USB A (Front) 4 x USAB A Options (Rear) HP 24" LCD (P24V) Display with HDMI Micorsoft Win10 64 (Home) Includes USB Keyboard and Mouse System with 5-year warranty and 24" LCD. Monitor also include (5) year warranty.	\$1,315.03
<b>Discount from Manufacturer's List</b>	52.56%	
Laptop Standard - Mid	Equipment/Model #	Negotiated Cost
8 GB ram 256 GB SSD Processor - Intel i5 or AMD equivalent GB network card (Intel or Broadcom) 1 USB C 2 USB A Ethernet adapter Wireless NIC, WiFi 6 Win10 Education 64bit	HP ProBook 455 GB 15.6" Laptop 8GB DR4 3200 Memory 256GB Solid State Drive AMD Ryzen 5 5600U Processor Realtek 10/100/1000 Ethernet 1 x USB C, 3 x USB A Media Tek MT7921, WiFi 6+Bluetooth WLAN Mircosoft Win 10 Pro 64 National Academic System with 3-year parts and labor warranty.	\$627.08
<b>Discount from Manufacturer's List</b>	N/A	
8 GB ram 256 GB SSD Processor - Intel i5 or AMD equivalent GB network card (Intel or Broadcom) 1 USB C 2 USB A Ethernet adapter Wireless NIC, WiFi 6 Win10 Education 64bit	HP ProBook 455 GB 15.6" Laptop 8GB DR4 3200 Memory 256GB Solid State Drive AMD Ryzen 5 5600U Processor Realtek 10/100/1000 Ethernet 1 x USB C, 3 x USB A Media Tek MT7921, WiFi 6+Bluetooth WLAN Mircosoft Win 10 Pro 64 National Academic System with 5-year parts and labor warranty.	\$667.08
<b>Discount from Manufacturer's List</b>	59.89%	

<b>R-KS-22006 - COMPUTER EQUIPMENT, PERIPHERALS, AND ACCESSORIES - NEGOTIATED COSTS DALY COMPUTERS</b>		
<b>DESKTOP AND LAPTOP COMPUTING SYSTEMS - HP &amp; HPE</b>		
<b>Laptop Standard - High</b>	<b>Equipment/Model #</b>	<b>Negotiated Cost</b>
16 GB ram 512 GB SSD or greater Display – display port or HDMI out Processor-Intel core i7 or AMD equivalent GB network card (Intel or Broadcom) Wireless NIC, WiFi 6 Win10 Education 64bit	HP ProBook 455 G8 15.6" Laptop 16GB DDR4 3200 Memory 512GB Solid State Drive HDMI Port 1.4b Out AMD Ryzen 7 5800U Processor Realtek 10/100/1000 Ethernet 1 x USB C, 3 x USB A Media Tek MT7921, WiFi 6+Bluetooth WLAN Microsoft Win 10 Pro 64 (Home) System with 3-year parts and labor warranty	\$831.25
<b>Discount from Manufacturer's List</b>	N/A	
16 GB ram 512 GB SSD or greater Display – display port or HDMI out Processor-Intel core i7 or AMD equivalent GB network card (Intel or Broadcom) Wireless NIC, WiFi 6 Win10 Education 64bit	HP ProBook 455 G8 15.6" Laptop 16GB DDR4 3200 Memory 512GB Solid State Drive HDMI Port 1.4b Out AMD Ryzen 7 5800U Processor Realtek 10/100/1000 Ethernet 1 x USB C, 3 x USB A Media Tek MT7921, WiFi 6+Bluetooth WLAN Microsoft Win 10 Pro 64 (Home) System with 5-year parts and labor warranty	\$871.25
<b>Discount from Manufacturer's List</b>	56.87%	
<b>Monitor Specifications</b>	<b>Equipment/Model #</b>	<b>Negotiated Cost</b>
24" Wide Screen Video input Analog and Digital (VGA and DVI) 2 – 3 USB Ports Compatible with PC and Mac Anti-Glare monitor 3 years warranty	HP E24 G4 FHD Monitor 24" HDMI, VGA, DP, 4 x USB, Anti glare w/3-year Warranty	\$197.87
<b>Discount from Manufacturer's List</b>	N/A	
24" Wide Screen Video input Analog and Digital (VGA and DVI) 2 – 3 USB Ports Compatible with PC and Mac Anti-Glare monitor 3 years warranty	HP E24 G4 FHD Monitor 24" HDMI, VGA, DP, 4 x USB, Anti-glare w/5-year Warranty	\$213.83
<b>Discount from Manufacturer's List</b>	26.77%	
24" Wide Screen Video input Analog and Digital (VGA and DVI) 2 – 3 USB Ports Compatible with PC and Mac Anti-Glare monitor 3 years warranty	HP P24v 24" VGA, HDMI, Anti-Glare, No USB, w/3-year warranty.	\$165.96
<b>Discount from Manufacturer's List</b>	N/A	

<b>R-KS-22006 - COMPUTER EQUIPMENT, PERIPHERALS, AND ACCESSORIES - NEGOTIATED COSTS DALY COMPUTERS</b>		
<b>DESKTOP AND LAPTOP COMPUTING SYSTEMS - HP &amp; HPE</b>		
<b>Monitor Specifications</b>	<b>Equipment/Model #</b>	<b>Negotiated Cost</b>
24" Wide Screen Video input Analog and Digital (VGA and DVI) 2 – 3 USB Ports Compatible with PC and Mac Anti-Glare monitor 3 years warranty	HP P24v 24" VGA, HDMI, Anti-Glare, No USB, w/5-year warranty.	\$181.91
<b>Discount from Manufacturer's List</b>	29.22%	
<b>Student Device</b>	<b>Equipment/Model #</b>	<b>Negotiated Cost</b>
4 GB ram 128 GB SSD Processor -Pentium/Celeron/i3 or AMD Equivalent GB network card (Intel or Broadcom) Wireless NIC, 802.11b/g/n WiFi Win10 Education 64bit	HP ProBook x360 11 G7 11.6" Touch EE4GB LPDDR4X Memory Onboard 128GB Solid State Drive Intel Celeron N4500 Processor Realtek 10/100/1000 Ethernet In WiFi 6 AX201 ax 2x2 + Bluetooth 5Microsoft Windows 10 Pro 64 Bit System with 1-year Parts and labor warranty	\$370.53
<b>Student Device</b>	<b>Equipment/Model #</b>	<b>Negotiated Cost</b>
<b>Discount from Manufacturer's List</b>	N/A	
4 GB ram 128 GB SSD Processor -Pentium/Celeron/i3 or AMD Equivalent GB network card (Intel or Broadcom) Wireless NIC, 802.11b/g/n WiFi Win10 Education 64bit	HP ProBook x360 11 G7 11.6" Touch EE4GB LPDDR4X Memory Onboard 128GB Solid State Drive Intel Celeron N4500 Processor Realtek 10/100/1000 Ethernet In WiFi 6 AX201 ax 2x2 + Bluetooth 5Microsoft Windows 10 Pro 64 Bit System with 5-year Parts and labor warranty	\$408.30
<b>Discount from Manufacturer's List</b>	60.24%	
<b>PERIPHERALS</b>		
<b>Color Laser Printer Specifications</b>	<b>Equipment/Model #</b>	<b>Negotiated Cost</b>
Standard Ethernet Port (RJ45), USB interface Standard 20 lb. paper Built-in print servers	HP M255 dw Color Laser 22ppm 21ppm Color USB 2.0 LAN, WiFi, USB Host Standard 20lb paper Built-in print server 1 year warranty	\$332.62
<b>Discount from Manufacturer's List</b>	20.88%	
<b>Black and White Laser Printer Specifications</b>	<b>Equipment/Model #</b>	<b>Negotiated Cost</b>
Standard Ethernet Port (RJ45), USB interface Standard 20 lb. paper Built-in print servers	HP M203dw Black and White Laser 28ppm Standard 20lb paper Built-in print server 1 year warranty	\$135.26
<b>Discount from Manufacturer's List</b>	43.99%	

<b>R-KS-22006 - COMPUTER EQUIPMENT, PERIPHERALS, AND ACCESSORIES - NEGOTIATED COSTS DALY COMPUTERS</b>			
<b>DESKTOP AND LAPTOP COMPUTING SYSTEMS - HP &amp; HPE</b>			
<b>Servers and Storage Systems</b>			
<b>Server - Hardware Requirements</b>		<b>Equipment/Model #</b>	<b>Negotiated Cost</b>
<b>System Characteristics</b>	<b>Specification</b>		
Form Factor Memory Processor Information Minimum # of Drive Bays Hard Drives Installed RAID Controller Power Supplies Operating Systems Supported Other Hardware Features / Accessories  Network Connections	1U Rackmount 32GB 2 x Intel Xeon 2.1GHz min 25M Cache or similar 8 Min of 3TB usable space after RAID 5 PERC H730 w/1GB Cache or similar Dual, hot-plug, redundant - NEMA 5- 15P Windows 2019 Standard Front and Rear USB Ports, Out of Band Network Access Min 2 1gpbs ethernet connections	HP DL 160 Gen10 8-Bay Server 1U Rackmount 32GB PC4-2933Y-R Memory 2 x Xeon-G 5218R Processors 8 drive bays 4 x 1TB SATA 7.2K SFF HDD 2 x 500W Hot Plug Pwr Supplies Windows 2019 Server Standard Front and Rear USB Ports Out of Band Network Access 2 x 1Gbps Ethernet Connections 3-yr parts and labor warranty	\$9,019.01
Form Factor Memory Processor Information Minimum # of Drive Bays Hard Drives Installed RAID Controller Power Supplies Operating Systems Supported Other Hardware Features / Accessories  Network Connections	1U Rackmount 32GB 2 x Intel Xeon 2.1GHz min 25M Cache or similar 8 Min of 3TB usable space after RAID 5 PERC H730 w/1GB Cache or similar Dual, hot-plug, redundant - NEMA 5- 15P Windows 2019 Standard Front and Rear USB Ports, Out of Band Network Access Min 2 1gpbs ethernet connections	HP DL 160 Gen10 8-Bay Server 1U Rackmount 32GB PC4-2933Y-R Memory 2 x Xeon-G 5218R Processors 8 drive bays 4 x 1TB SATA 7.2K SFF HDD 2 x 500W Hot Plug Pwr Supplies Windows 2019 Server Standard Front and Rear USB Ports Out of Band Network Access 2 x 1Gbps Ethernet Connections 5-yr parts and labor warranty	\$10,038.29
<b>Discount from Manufacturer's List</b>		30.66% - with 5-Year warranty	
<b>TOTAL NEGOTIATED COST - HP &amp; HPE</b>			\$28,913.54



**R-KS-22006 - COMPUTER EQUIPMENT, PERIPHERALS, AND ACCESSORIES - NEGOTIATED COST  
DALY COMPUTERS**

**DESKTOP AND LAPTOP COMPUTING SYSTEMS - LENOVO**

Desktop Standard - High	Equipment/Model #	Negotiated Cost
16 GB ram or greater 512GB SSD or greater NVIDIA GeForce GTX 1060, AMD Radeon RX580 or better Processor -Core i7 or AMD equal GB network card (Intel or Broadcom) 1 USB C, 2 USB A Ethernet Adaptor 17" monitor – Video input Analog and Digital (VGA, DVI and HDMI capable) 2 – 3 USB Ports Win10 Education 64bit	Lenovo ThinkCentre M80s SFF 16GB DDR4 2933Mhz UDIMM 512GB Solid State Drive AMD RX550X 4GB GDDR5 Graphics Intel i7-10700 Processor, up to 4.70Ghz Gigabit Ethernet, Intel Ethernet Connection 4 x USB, 1 USB-C (Front) 4 x USB (Rear) 24" LCD Display, HDMI, 4 x USB Microsoft Windows 10 Home 64-Bit Base system with (5) year parts and Labor Warranty Monitor also includes (5) year warranty Part #11CVS2F000	\$1,065.00
16 GB ram or greater 512GB SSD or greater NVIDIA GeForce GTX 1060, AMD Radeon RX580 or better Processor -Core i7 or AMD equal GB network card (Intel or Broadcom) 1 USB C, 2 USB A Ethernet Adaptor 17" monitor – Video input Analog and Digital (VGA, DVI and HDMI capable) 2 – 3 USB Ports Win10 Education 64bit	Lenovo ThinkCentre M80s SFF 16GB DDR4 2933Mhz UDIMM 512GB Solid State Drive AMD RX550X 4GB GDDR5 Graphics Intel i7-10700 Processor, up to 4.70Ghz Gigabit Ethernet, Intel Ethernet Connection 4 x USB, 1 USB-C (Front) 4 x USB (Rear) 24" LCD Display, HDMI, 4 x USB Microsoft Windows 10 Home 64-Bit System with 5 Year Parts and Labor Warranty and 24" Display (C24-20) Monitor also includes (5) year warranty	\$1,313.98
<b>Discount from Manufacturer's List</b>	59.00% - System with 5-year warranty & 24" LCD	
Laptop Standard - Mid	Equipment/Model #	Negotiated Cost
8 GB ram 256 GB SSD Processor - Intel i5 or AMD equivalent GB network card (Intel or Broadcom) 1 USB C 2 USB A Ethernet adapter Wireless NIC, WiFi 6 Win10 Education 64bit	Lenovo ThinkPad L14 G2 14" AMD Laptop 8GB DDR4 3200Mhz SoDIMM 256GB Solid State Drive AMD Ryzen 5 5600U Up to 4.20Ghz Gigabit Ethernet, Realtek 1 x USB-C Gen 3.2 Gen 1 1x USB-C Gen 3.2 Gen 2 2 x USB 3.2 Gen 1 MediaTek Wireless WiFi 6, + BT 720P HD Camera with Microphone Microsoft Windows 10 Pro 64 Bit System with 5 Year Parts and Labor Warranty Part #20XS17K00	\$729.00
<b>Discount from Manufacturer's List</b>	67.57%	

**R-KS-22006 - COMPUTER EQUIPMENT, PERIPHERALS, AND ACCESSORIES - NEGOTIATED COST  
DALY COMPUTERS**

**DESKTOP AND LAPTOP COMPUTING SYSTEMS -LENOVO**

<b>Laptop Standard - High</b>	<b>Equipment/Model #</b>	<b>Negotiated Cost</b>
16 GB ram 512 GB SSD or greater Display – display port or HDMI out Processor-Intel core i7 or AMD equivalent GB network card (Intel or Broadcom) Wireless NIC, WiFi 6 Win10 Education 64bit	Lenovo ThinkPad L14 G2 14" AMD Laptop 16GB DDR4 3200Mhz So DIMM 512GB Solid State Drive AMD Ryzen 7 PRO 5850U up to 4.40Ghz Gigabit Ethernet, Realtek MediaTek Wireless WiFi 6, + BT 720P HD Camera with Microphone Microsoft Windows 10 Home 64-Bit System with 5 Year parts and Labor Warranty Part #20X6S17J00	\$945.00
<b>Discount from Manufacturer's List</b>	65.42%	
<b>Monitor Specifications</b>	<b>Equipment/Model #</b>	<b>Negotiated Cost</b>
24" Wide Screen Video input Analog and Digital (VGA and DVI) 2 – 3 USB Ports Compatible with PC and Mac Anti-Glare monitor 3 years warranty	Lenovo ThinkVision C24-20 Part No.: 62A8KAR1US, NO USB, 24", HDMI, VGA, Anti- Glare (3) Year Warranty	\$179.35
24" Wide Screen Video input Analog and Digital (VGA and DVI) 2 – 3 USB Ports Compatible with PC and Mac Anti-Glare monitor 3 years warranty	Lenovo ThinkVision C24-20 Part No.: 62A8KAR1US, NO USB, 24", HDMI, VGA, Anti- Glare (5) Year Warranty	\$241.76
<b>Discount from Manufacturer's List</b>	13.04% for C24-20 and 5 year Warranty	
24" Wide Screen Video input Analog and Digital (VGA and DVI) 2 – 3 USB Ports Compatible with PC and Mac Anti-Glare monitor 3 years warranty	Lenovo ThinkVision T24i-2L Part No.: 62B0MAR1US, 4 x USB, 24", HDMI, VGA, DP, Anti-Glare (3) Year Warranty	\$228.26
24" Wide Screen Video input Analog and Digital (VGA and DVI) 2 – 3 USB Ports Compatible with PC and Mac Anti-Glare monitor 3 years warranty	Lenovo ThinkVision T24i-2L Part No.: 62B0MAR1US, 4 x USB, 24", HDMI, VGA, DP, Anti-Glare (5) Year Warranty	\$288.70
<b>Discount from Manufacturer's List</b>	23.62% for T24i-2L and 5 year Warranty	
<b>Student Device</b>	<b>Equipment/Model #</b>	<b>Negotiated Cost</b>
4 GB ram 128 GB SSD Processor -Pentium/Celeron/i3 or AMD Equivalent GB network card (Intel or Broadcom) Wireless NIC, 802.11b/g/n WiFi Win10 Education 64bit	Lenovo 300W G3 (AMD), 11.6" HD Touch 4GB (Soldered) DDR-4-1600 128GB Solid State Drive AMD 3015e 4MB L2 Processor Added USB 3.0 Ethernet Dongle Realtek Wireless, 11ac, 2x2+BT Microsoft Windows 10 Pro 64 Bit System with (1) Year Warranty Part #82J1000JUS	\$398.00

**R-KS-22006 - COMPUTER EQUIPMENT, PERIPHERALS, AND ACCESSORIES - NEGOTIATED COST  
DALY COMPUTERS**

**DESKTOP AND LAPTOP COMPUTING SYSTEMS -LENOVO**

**Servers and Storage Systems**

Server - Hardware Requirements		Equipment/Model #	Negotiated Cost
System Characteristics	Specification		
4 GB ram 128 GB SSD Processor -Pentium/Celeron/i3 or AMD Equivalent GB network card (Intel or Broadcom) Wireless NIC, 802.11b/g/n WiFi Win10 Education 64bit	Lenovo 300W G3 (AMD), 11.6" HD Touch 4GB (Soldered) DDR-4-1600 128GB Solid State Drive AMD 3015e 4MB L2 Processor Added USB 3.0 Ethernet Dongle Realtek Wireless, 11ac, 2x2+BT Microsoft Windows 10 Pro 64 Bit System with (4) Year Warranty Part #82J1000JUS		\$428.00
<b>Discount from Manufacturer's List</b>	18.78% with 4-year parts and labor warranty		

**PERIPHERALS**

Color Laser Printer Specifications	Equipment/Model #	Negotiated Cost
Standard Ethernet Port (RJ45), USB interface Standard 20 lb. paper Built-in print servers		
<b>Discount from Manufacturer's List</b>		

Black and White Laser Printer Specifications	Equipment/Model #	Negotiated Cost
Standard Ethernet Port (RJ45), USB interface Standard 20 lb. paper Built-in print servers		
<b>Discount from Manufacturer's List</b>		

**Servers and Storage Systems**

Server - Hardware Requirements		Equipment/Model #	Negotiated Cost
System Characteristics	Specification		
Form Factor Memory Processor Information Minimum # of Drive Bays Hard Drives Installed RAID Controller Power Supplies Operating Systems Supported Other Hardware Features / Accessories  Network Connections	1U Rackmount 32GB 2 x Intel Xeon 2.1GHz min 25M Cache or similar 8 Min of 3TB usable space after RAID 5 PERC H730 w/1GB Cache or similar Dual, hot-plug, redundant - NEMA 5-15P Windows 2019 Standard Front and Rear USB Ports, Out of Band Network Access Min 2 1gpbs ethernet connections	Lenovo ThinkSystem SR630 1U 8-Bay Server 32GB TruDDR4 2933Mhz Mem 2 x Xeon Gold 5218R 2.1Ghz Processors 4 x 1TB 7.2K SATA 6GB Hot Swap HD's ThinkSystem 750W Platinum Hot Swap Power Microsoft Win Server Std 2019 ThinkSystem 1GB 2-Port RJ45 Front and Rear USB Ports Out of Band Network Access Base Server with (3) Year Warranty	\$9,805.00

**R-KS-22006 - COMPUTER EQUIPMENT, PERIPHERALS, AND ACCESSORIES - NEGOTIATED COST  
DALY COMPUTERS**

**DESKTOP AND LAPTOP COMPUTING SYSTEMS -LENOVO**

**Servers and Storage Systems**

Server - Hardware Requirements		Equipment/Model #	Negotiated Cost
System Characteristics	Specification		
Form Factor Memory Processor Information Minimum # of Drive Bays Hard Drives Installed RAID Controller Power Supplies Operating Systems Supported Other Hardware Features / Accessories  Network Connections	1U Rackmount 32GB 2 x Intel Xeon 2.1GHz min 25M Cache or similar 8 Min of 3TB usable space after RAID 5 PERC H730 w/1GB Cache or similar Dual, hot-plug, redundant - NEMA 5-15P Windows 2019 Standard Front and Rear USB Ports, Out of Band Network Access Min 2 1gpbs ethernet connections	Lenovo ThinkSystem SR630 1U 8-Bay Server 32GB TruDDR4 2933Mhz Mem 2 x Xeon Gold 5218R 2.1Ghz Processors 4 x 1TB 7.2K SATA 6GB Hot Swap HD's ThinkSystem 750W Platinum Hot Swap Power Microsoft Win Server Std 2019 ThinkSystem 1GB 2-Port RJ45 Front and Rear USB Ports Out of Band Network Access Server with (5) Year Warranty	\$10,895.00
<b>Discount from Manufacturer's List</b>		43.97% with 5 Year Onsite Warranty	
<b>TOTAL NEGOTIATED COST – LENOVO</b>		\$26,517.05	

**R-KS-22006 - COMPUTER EQUIPMENT, PERIPHERALS, AND ACCESSORIES - NEGOTIATED COST  
DALY COMPUTERS**

**DESKTOP AND LAPTOP COMPUTING SYSTEMS - MICROSOFT**

<b>Desktop Standard - High</b>	<b>Equipment/Model #</b>	<b>Negotiated Cost</b>	
16 GB ram or greater 512GB SSD or greater NVIDIA GeForce GTX 1060, AMD Radeon RX580 or better Processor -Core i7 or AMD equal GB network card (Intel or Broadcom) 1 USB C, 2 USB A Ethernet Adaptor 17" monitor – Video input Analog and Digital (VGA, DVI and HDMI capable) 2 – 3 USB Ports Win10 Education 64bit	N/A		
<b>Discount from Manufacturer's List</b>			
<b>Laptop Standard - Mid</b>	<b>Equipment/Model #</b>	<b>Negotiated Cost</b>	
8 GB ram 256 GB SSD Processor - Intel i5 or AMD equivalent GB network card (Intel or Broadcom) 1 USB C 2 USB A Ethernet adapter Wireless NIC, WiFi 6 Win10 Education 64bit	Microsoft Surface Laptop 4, 13.5" Touch LCD Part No. 7IQ-00001 16GB LPDDR4X 256GB Solid State Drive AMD Ryzen 5 4680U, 2.2Ghz, 8MB Cache 1 x USB-C, and 1 x USB-A 1 x Surface Connect Port USB-C Ethernet Adapter Bluetooth 5.0, 802.11a/b/g/n/ac/ax, WiFi 6 Microsoft Windows 10 Pro 64 Bit Base System with (1) Year Warranty	\$1,173.60	
<b>Discount from Manufacturer's List</b>	10.85%		
8 GB ram 256 GB SSD Processor - Intel i5 or AMD equivalent GB network card (Intel or Broadcom) 1 USB C 2 USB A Ethernet adapter Wireless NIC, WiFi 6 Win10 Education 64bit	Microsoft Surface Laptop 4, 13.5" Touch LCD Part No. 7IQ-00001 16GB LPDDR4X 256GB Solid State Drive AMD Ryzen 5 4680U, 2.2Ghz, 8MB Cache 1 x USB-C, and 1 x USB-A 1 x Surface Connect Port USB-C Ethernet Adapter Bluetooth 5.0, 802.11a/b/g/n/ac/ax, WiFi 6 Microsoft Windows 10 Pro 64 Bit Base System with (4) Year Warranty SKU #VP3-00041	\$1,309.73	
<b>Discount from Manufacturer's List</b>	11.14%		

**R-KS-22006 - COMPUTER EQUIPMENT, PERIPHERALS, AND ACCESSORIES - NEGOTIATED COST  
DALY COMPUTERS**

**DESKTOP AND LAPTOP COMPUTING SYSTEMS - MICROSOFT**

Laptop Standard - High	Equipment/Model #	Negotiated Cost	
16 GB ram 512 GB SSD or greater Display – display port or HDMI out Processor-Intel core i7 or AMD equivalent GB network card (Intel or Broadcom) Wireless NIC, WiFi 6 Win10 Education 64bit	Microsoft Surface Laptop 4, 13.5" Touch LCD Part No. 5F1-00001 16GB LPDDR4X SDRAM 512GB Solid State Drive Intel i7 1185G7 4.8Ghz, 12MB Cache USB-C Ethernet Adapter No DisplayPort or HDMI Connection Bluetooth 5.0, 802.11a/b/g/n/ac/ax, WiFi 6 Microsoft Windows 10 Pro 64 Bit Base System with a (1) Year Warranty	\$1,540.10	
<b>Discount from Manufacturer's List</b>	15.61%		
16 GB ram 512 GB SSD or greater Display – display port or HDMI out Processor-Intel core i7 or AMD equivalent GB network card (Intel or Broadcom) Wireless NIC, WiFi 6 Win10 Education 64bit	Microsoft Surface Laptop 4, 13.5" Touch LCD Part No. 5F1-00001 16GB LPDDR4X SDRAM 512GB Solid State Drive Intel i7 1185G7 4.8Ghz, 12MB Cache USB-C Ethernet Adapter No DisplayPort or HDMI Connection Bluetooth 5.0, 802.11a/b/g/n/ac/ax, WiFi 6 Microsoft Windows 10 Pro 64 Bit Base System with a (4) Year Warranty SKU #VP3-00041	\$1,676.23	
<b>Discount from Manufacturer's List</b>	15.08%		
Monitor Specifications	Equipment/Model #	Negotiated Cost	
24" Wide Screen Video input Analog and Digital (VGA and DVI) 2 – 3 USB Ports Compatible with PC and Mac Anti-Glare monitor 3 years warranty	N/A		
Student Device	Equipment/Model #	Negotiated Cost	
4 GB ram 128 GB SSD Processor -Pentium/Celeron/i3 or AMD Equivalent GB network card (Intel or Broadcom) Wireless NIC, 802.11b/g/n WiFi Win10 Education 64bit	Microsoft Surface Laptop Go, 12.4" LCD Part No. 21L-00001 8GB LPDDR4X 128GB Solid State Drive Intel Core i5 1035G1, 1Ghz USB-C Ethernet Adapter Microsoft Windows 10 Pro 64 Bit Base System with a (1) Year Warranty	\$664.95	
<b>Discount from Manufacturer's List</b>	8.15%		

**R-KS-22006 - COMPUTER EQUIPMENT, PERIPHERALS, AND ACCESSORIES - NEGOTIATED COST  
DALY COMPUTERS**

**DESKTOP AND LAPTOP COMPUTING SYSTEMS -MICROSOFT**

<b>Student Device</b>	<b>Equipment/Model #</b>	<b>Negotiated Cost</b>	
4 GB ram 128 GB SSD Processor -Pentium/Celeron/i3 or AMD Equivalent GB network card (Intel or Broadcom) Wireless NIC, 802.11b/g/n WiFi Win10 Education 64bit	Microsoft Surface Laptop Go, 12.4" LCD Part No. 21L-00001 8GB LPDDR4X 128GB Solid State Drive Intel Core i5 1035G1, 1Ghz USB-C Ethernet Adapter Microsoft Windows 10 Pro 64 Bit Base System with a (4) Year Warranty SKU #VP3-00086	\$791.95	
<b>Discount from Manufacturer's List</b>	8.23%		
<b>Color Laser Printer Specifications</b>	<b>Equipment/Model #</b>	<b>Negotiated Cost</b>	
Standard Ethernet Port (RJ45), USB interface Standard 20 lb. paper Built-in print servers	N/A		
<b>Discount from Manufacturer's List</b>			
<b>Black and White Laser Printer Specifications</b>	<b>Equipment/Model #</b>	<b>Negotiated Cost</b>	
Standard Ethernet Port (RJ45), USB interface Standard 20 lb. paper Built-in print servers	N/A		
<b>Discount from Manufacturer's List</b>			

Servers and Storage Systems			
Server - Hardware Requirements		Equipment/Model #	Negotiated Cost
System Characteristics	Specification		
Form Factor	1U Rackmount	N/A	
Memory	32GB		
Processor Information	2 x Intel Xeon 2.1GHz min 25M Cache or similar		
Minimum # of Drive Bays	8		
Hard Drives Installed	Min of 3TB usable space after RAID 5		
RAID Controller	PERC H730 w/1GB Cache or similar		
Power Supplies	Dual, hot-plug, redundant - NEMA 5-15P		
Operating Systems Supported	Windows 2019 Standard		
Other Hardware Features / Accessories	Front and Rear USB Ports, Out of Band Network Access		
Network Connections	Min 2 1gpbs ethernet connections		
Discount from Manufacturer's List			
<b>TOTAL NEGOTIATED COST – MICROSOFT</b>			\$7,156.56

**CONTRACTOR:**

Daly Computers, Inc.

  
 Authorized Signature

Ryan Yu  
 Type Name

President  
 Title

11/8/2021  
 Date

**PURCHASING AGENCY:**

  
 Authorized Signature

Colleen Keener, CPPB, CPCP, VCO, VCA  
 Type Name

Supervisor of Purchasing  
 Title

12/03/2021  
 Date



**FEDERAL GRANT TERMS AND CONDITIONS  
APPENDIX II TO 2 CFR Part 200**

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

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

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

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

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

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

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

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

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

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

Opportunity”, and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”.

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

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

- D. Davis Bacon Act as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (26 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contracts must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptances of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3), “Contractors and Subcontractors on Public Building or Public Works Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected r reported violations to the Federal awarding agency.

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

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

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

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

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

- F. INTELLECTUAL PROPERTY

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

- G. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “Funding Agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a

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contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work under that "Funding Agreement", the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by the awarding agency.

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

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

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

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

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

- I. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Contract Act (33 U.S.C. 1251-1387), as amended – Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal grant funds.**

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

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

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

Pursuant to Federal Rule (J) above, when federal funds are expended by PWCS, the Contractor certifies that during the term of an award for all contracts by PWCS resulting from this procurement process, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation by any federal department or agency. All recipients of federal funds through this transaction must comply with 2 CFR 180, Subpart C as

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a condition of participation in this transaction, and must include similar terms or conditions in lower-tier covered transactions.

**Does Contractor agree? Yes** RG **(Initials of Authorized Representative of Contractor)**

**K. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ODERS**

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

**L. NO OBLIGATION BY FEDERAL GOVERNMENT**

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

**M. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

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

**N. BUY AMERICAN PROVISIONS COMPLIANCE**

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

**O. RETENTION REQUIREMENTS FOR RECORDS**

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

**P. ACCESS TO RECORDS**

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

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

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

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

**Does Contractor agree? Yes** RY (Initials of Authorized Representative of Contractor)

Company: Daly Computers, Inc.

Authorized Signature: *Ryan Yu*

Name: Ryan Yu

Title: President

E-mail: rty@daly.com

Date: 11/07/2022

**FEDERAL GRANT TERMS AND CONDITIONS  
APPENDIX II TO 2 CFR Part 200**