

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

NOTICE OF AWARD

Date: June 9, 2016

Title (commodity): Student Planners

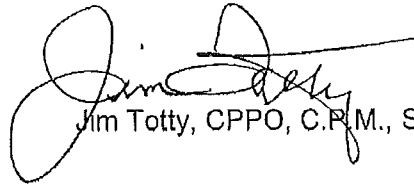
RFP No.: R-KS-16023

Contractor: Premier Agendas, LLC (School Specialty, Inc.)

Comments: Awarded to the most qualified and best-suited Offeror in accordance with the established criteria. The Procurement file is available in the Purchasing Office for review.

Contact Person: Brian Burtner, Buyer, burtneba@pwcs.edu

Approved By:



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

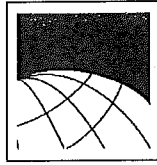
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PURCHASING OFFICE



Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

REQUEST FOR PROPOSAL

ISSUE DATE: February 3, 2016

RFP #: R-KS-16023

TITLE: Student Planners

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

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

All questions/requests for information must be submitted in writing, addressed to: Prince William County Schools Purchasing Office, ATTN: RFP No. R-KS-16023, 14715 Bristow Road, Manassas, VA 20112 and to be assured consideration, must be received prior to **4:00 PM, February 17, 2016**. Questions may be submitted by fax to (703) 791-8610, or email to **Karen Sobers, CPPB, Buyer** (sobersk@pwcs.edu). After reviewing any questions/requests submitted, the PWCS Purchasing Office will issue an addendum to respond to items it deems necessary. Changes to this RFP will be made only by written addendum issued by the PWCS Purchasing Office.

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

Prince William County Public Schools
Attn: Purchasing Office
Financial Services/Purchasing Room #1500
RFP #R-KS-16023
P.O. Box 389
Manassas, VA 20108

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

Prince William County Public Schools
Attn: Purchasing Office
RFP #R-KS-16023
14715 Bristow Road
Manassas, VA 20112
Attn: Financial Services/Purchasing Room #1500

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

Information the Offerors deems proprietary is to be included in the proposal in the separate section of the proposal identified and included in (TAB 7) of the proposal response. See Proposal Submission Requirements, Section 7.12, in this RFP for additional information.

Proprietary Information Enclosed: ____ YES ____ NO

All proposed exceptions to this RFP, and any proposed changes to the contract documents or terms and conditions, are to be included in (TAB 8) of the proposal response. See Proposal Submission Requirements Section 7.13, in this RFP for additional information.

Proposed Exceptions to the RFP: ____ YES ____ NO

REQUEST FOR PROPOSALS 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 of Student Planners for various elementary, middle, and high schools within Prince William County Public Schools, herein referred to as PWCS, in accordance with the statement of needs, terms and conditions stated herein.

2. **BACKGROUND**

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.

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

3. **SCOPE OF THE CONTRACT:** This is a “Requirements” contract to provide a ready source for the procurement of Student Planners on an “as needed” basis for various PWCS elementary, middle and high schools.

4. **CONTRACT ADMINISTRATORS/TECHNICAL POINTS OF CONTACT:**

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.

Mrs. Karen Sobers, CPPB, Buyer, 703.791.8888, sobersk@pwcs.edu

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

All PWCS Principals, Current and Future

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 Student School Planners to various schools in Prince William County on an “as needed basis” in accordance with the following minimum specifications, performance requirements, and all the terms and conditions herein. The Offeror is required to meet each of the recommended requirements listed below.

5.1. **Mandatory Requirements:** **Mandatory provisions of this Request for Proposals are items the Offeror must be able to do or provide and are indicated by the inclusion of the words "shall" or "must" to identify the contractor's obligations.**

5.1.1. Contractor shall provide, on an “as needed” basis, student school planners for approximately 59 elementary schools, 16 middle schools and 12 high schools, 3 special education schools, 2 alternative schools and 3 combined schools. The student enrollment on September 30, 2015 was 87,253 pupils. The Offeror must have the ability to provide planners for other schools and/or future school sites.

5.1.2. Contractor shall provide planners that are pre-dated following the PWCS’ school academic year.

- 5.1.3. Contractor shall provide a variety of planner sizes (i.e. 5" x 8", 7" x 9", 7" x 11", 8-1/2" x 11") as identified in Section 5.3, Preparation Requirements A-F.
- 5.1.4. Contractor shall provide, in the technical proposal, a technical description of the materials used in each product offered. Said descriptions shall include, but are not limited to, standard number of pages included in each planner (not including handbook pages), paper/card stock/cover stock weights, type of printing (i.e. full color, black and white), description of binding materials, etc.
- 5.1.5. Contractor shall provide a school handbook in each planner, if requested.
 - 5.1.5.1. Number of handbook pages shall be unlimited.
 - 5.1.5.2. Contractor shall accept and process camera-ready pages.
 - 5.1.5.3. Contractor shall provide typesetting for the handbook.
- 5.1.6. Contractor shall provide additional handbook pages, content supplements and/or planner enhancements to include, but not limited to, maps, math measurements/conversions/equations, periodic table of elements, etc. when requested.
- 5.1.7. A) Contractor shall make available a teacher's edition of the planner (hard copy) and B) an optional electronic version (App) of the teacher's edition (PDF format). Offeror shall provide in detail how these options will be provided/function.
- 5.1.8. Contractor shall provide a variety of supplemental materials for teacher's edition planners to include, but not limited to, grade books, lesson plans, seating charts, etc.
- 5.1.9. Contractor shall provide a variety of front and back covers.
 - 5.1.9.1. Contractor shall provide standard front and back covers.
 - 5.1.9.2. Contractor shall provide a variety of camera-ready covers which may be personalized (i.e. typeset with school name and mascot) upon request.
 - 5.1.9.3. Contractor shall provide custom-designed, laminated front and back covers.
- 5.1.10. Contractor shall provide clear, concise, user-friendly order form and/or quote sheet. Said order form/quote sheet shall include, but is not limited to, description of item(s), unit cost, quantity requested, extended cost, quantity or incentive discounts, materials due dates, as applicable, vendor and school contact information. **Contractor shall provide a sample order form/quote sheet with the technical proposal.**
- 5.1.11. Contractor shall provide experienced representatives; representatives shall collaborate with school personnel on a regular basis to provide support and answer questions regarding production and financial matters pertaining to the individual services required.
- 5.1.12. The Contractor shall provide a local and/or a toll free telephone number and email address, and shall respond to requests/phone call(s) within two (2) business days.
- 5.1.13. All shipping charges shall be included in the firm-fixed delivered unit price. No extra charges are allowed. Delivery shall be made to the location indicated on each purchase order. See Attachment D for a listing of potential delivery sites.
- 5.2. Delivery: Contractor shall deliver Student Planners to various PWCS school locations on an "as needed, when needed," basis.

- 5.2.1. Contractor shall coordinate delivery hours with the requesting PWCS school. Contractor is solely responsible for ensuring that deliveries are made within these parameters. Contractor shall deliver student planners within 45 days following written approval of the student planner proof.
- 5.2.2. All contract pricing shall include shipping, FOB Destination. If shipping costs are not shown separately, the parties agree that shipping costs are included in the total price to the PWCS. All shipping charges of actual School Planners, or materials needed for production of the Planners, shall be the responsibility of the Contractor.
- 5.3. Preparation Requirements: The products detailed in sections A through F are representative of what PWCS is using. While the specifications do establish minimum standards they are not intended to be restrictive or favor a particular contractor.

Quoted prices will include **ALL** delivery, typesetting and other required printing costs including the preparation of proofs and the transportation of any required materials intended to be a part of the school agendas for a particular school. Overruns or under runs may not exceed 10% of the order quantity requested by PWCS.

STUDENT PLANNER BOOKS (ALL VERSIONS)

Cover Options - Standard/Holographic or Custom

4/4 Process Color
Coated Cover Stock or equivalent
All sides Laminated
Included place to add each school's name
Back Cover Art supplied by PWCS
Text

4/4 Process Color throughout, except where specified.
Approximately 60# uncoated text throughout.
Binding
Rounded Corners
Spiral Binding.

A. HIGH SCHOOL VERSION (Grades 9-12)

Finished Size 5" x 8"
Finished Size 7" x 9"
Plastic Sleeve (Optional)

Part 1: School Information
Include 28, 32 or 36 pages at the beginning for school-specific information.
Color: 1/1 Black ink

Part 2: Monthly Calendar
August/September 2016 through June 2017
Each Month Covering a two-page spread

Part 3: Weekly Planning Calendar
August/September 2016 through June 2017
Each week covering a two-page spread

B. MIDDLE SCHOOL VERSION (Grades 6-8)

Finished Size 8 1/2" x 11"
Include plastic sleeve in the front to hold papers.

3 Hole-Punch Option

Part 1: School Information

Include 8, 12 or 16 pages at the beginning for school-specific information.
Color 1/1 Black ink

Part 2: Monthly Calendar

August/September 2016 through June 2017
Two months per page

Part 3: Weekly Planning Calendar

August/September 2016 through June 2017
Each week covering a two-page spread

Days of the week divided into subjects, including Math, Science, Social Studies and Language Arts/Reading
With other areas left blank for the student to write a heading.

C. ELEMENTARY SCHOOL VERSION (GRADES K-2)

Finished Size 8-1/2" x 11"

Include plastic sleeve in the front to hold papers.
3 Hole-Punch Option

Part 1: School Information

Include 8, 12 or 16 pages at the beginning for school-specific information.
Color 1/1 Black ink

Part 2: Monthly Calendar

August/September 2016 through June 2017
Each month begins with an overview of the month followed by a weekly schedule.
Each week covers a two-page spread.

D. ELEMENTARY SCHOOL VERSION (GRADES 3-5)

Finished Size 8-1/2" x 11"

Include for plastic sleeve in the front to hold papers.
3 Hole-Punch Option

Part 1: School Information

Include 8, 12 or 16 pages at the beginning for school-specific information.
Color 1/1 Black ink

Part 2: Monthly Calendar

August/September 2016 through June 2017
Two months per page.

Part 3: Planning Calendar

August/September 2016 through June 2017
Each week covering a two-page spread.

Days of the week divided into subjects, including Math, Science, Social Studies, and language Arts/Reading with
other areas left blank for the student to write a heading.

E. APP PLANNER

Application to download which mimics the planner at high school and middle school as an option. This may
be supplied in PDF format.

F. GENERIC ELEMENTARY SCHOOL ASSIGNMENT BOOK

Finished Size:

Option 1: Approx. 8-1/2" x 11"

Option 2: Approx. 7" x 11"

Spiral Binding

Cover

4/0 Process Color (front cover prints only)

Coated Cover Stock or Equivalent

All sides laminated

3 Hole-Punch Option

Each page is a grid (table) divided into Subject, Assignment, and Due date.

Subject column is divided into sections for Math, Science, Social Studies, Reading, Language Arts, and Spelling, with some left blank.

Include space at the bottom for notes from the teacher or parent.

Design should be appropriate for an elementary school student (grades K-5).

5.4. Minimum Requirements:

- 5.4.1. 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.
- 5.4.2. PWCS may add to the Scope of Services or make changes in the Scope of Services for services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon. The change must be approved by the Supervisor of Purchasing and a Contract Modification issued by the Purchasing Office to change the contract.

6. PROPOSED SCHEDULE OF IMPLEMENTATION (Dates are subject to change)

<u>Date</u>	<u>Schedule of Items</u>
February 3, 2016	Issue Request for Proposal
February 17, 2016	Questions/Inquiries Must Be Submitted By 4:00 PM
March 2, 2016	Proposals Due Prior to 2:00 PM (No change, unless addendum is issued)
March/April, 2016	Discussions with Selected Offerors (if necessary)
May, 2016	Award Recommendation
May/June, 2016	Award of Contract

7. PROPOSAL SUBMISSION REQUIREMENTS

- 7.1. **One (1) complete original proposal** (hardcopy, marked as "**Original**").
- 7.2. **One (1) copy** of the complete proposal (**PDF format**) on **CD-ROM** or **USB Flash Drive**.
- 7.3. **One (1) "REDACTED COPY" (PDF format) on CD-ROM** that reflects the removal of all proprietary items. Said PDF document shall be **clearly marked as "REDACTED COPY."**
- 7.4. **One (1) hard copy** that reflects the **removal of all proprietary items**. Said copy shall be **clearly marked as "REDACTED COPY."**
- 7.5. **Five (5) copies** of the complete proposal (**hardcopy**).
- 7.6. If there is no proprietary information in the proposal, Offeror must check on page one of the coversheets and the submission of "REDACTED COPIES" is not required.

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

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

From: _____

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

- 7.8. Proposals having any erasures or corrections must be initialed by the Offeror in ink.
- 7.9. PWCS will not be responsible for any expense incurred by any Offeror in preparing and submitting a proposal.
- 7.10. Submission of Samples

Contractor shall label all samples to state company name, item number and PWCS RFP number. The Offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the sample to enable PWCS to determine if the product offered meets the requirements of the solicitation. If product is being shipped by the manufacturer, the product shall state for which company the manufacturer is sending the product, along with the proper PWCS RFP number. It will not be the responsibility of PWCS to determine which unmarked samples belong to which Offeror.

7.10.1 Offeror shall provide samples of both the customized and standard planners. Samples shall be provided for all levels: elementary (K-2), elementary (3-5), middle (6-8) and high school (9-12). Samples provided shall demonstrate the quality of materials used for the products offered. (See Statement of Needs Section 5.1.4). Samples are required at the proposal due date and time indicated on the cover page.

7.10.2 Offeror shall provide, upon the request of the Contract Administrator(s), samples of any other item offered in the response to this RFP. Samples shall be received by the Contract Administrator(s) within five (5) days after this request.

7.10.3 The Offeror should deliver all samples to the address as indicated on the front page of this RFP. Offerors shall absorb all expenses incurred for the cost and delivery of samples provided. All samples shall remain the property of PWCS.

7.10.2 Contractor's shall provide Sample Order Form.

7.11. 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.

7.12. 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.

7.13. 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 7.14, Format and Content of Proposal, for specific instructions regarding the submission and identification of proposed exceptions.

7.14. Format and Content of Proposal

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

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

7.14.2.1. Title Sheet and Addendum(s), if applicable (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 goods 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.

All addenda acknowledgements, if any, signed and filled out as required.

7.14.2.2. Project Methodology and Approach (TAB 2)

Offeror shall respond to the Statement of Needs (Section 5). The Offeror should clearly distinguish tasks that the Offeror will undertake as distinguished from those which are the responsibility of PWCS. Absence of this distinction will mean the Offeror is fully assuming responsibility for all tasks. Offeror should reference each sub-numerical as indicated in Section 5.

- a) Explain in depth how the Offeror plans to meet each of the requirements outlined in the "Statement of Needs" (Section 5) of this RFP. Sufficient detail shall be provided to demonstrate the Offeror's understanding, ability and/or willingness to satisfy all specified requirements.
- b) Provide the required staffing plan which describes the Offeror's proposed staff distribution to accomplish the services described in this RFP.
- c) Explain customer service, and explain how the Offeror will provide this to PWCS.
- d) Offeror shall provide a detailed description and explanation of products and services offered in response to each requirement listed in the Statement of Needs, Section 5.
- e) Offeror shall provide a detailed outline and a step-by-step process of what is required of PWCS to place an order. Include example forms, if applicable, that are to be considered as part of this process.
- f) Information regarding innovative breakthroughs and any one-of-a-kind programs offered related to Student Planners is encouraged.
- g) Offeror shall include in the proposal a description of any significant task not listed in the Statement of Needs which they know to be necessary for services to be performed.

7.14.2.3. Quality of Materials & Samples (TAB 3)

The Offeror shall respond to the Statement of Needs and provide three (3) samples of each product offered. Samples provided shall be representative of the quality of materials used for the offered products. Detailed descriptive literature shall accompany each sample. See Section 7.10, Submission of Samples, for specific instructions regarding samples required.

7.14.2.4. Experience of the Offeror and the Project Team (TAB 4)

- a) Offeror must describe their organization, qualifications and staff experience and provide resumes of proposed full-time and part-time staff who would be assigned to provide the goods/services as requested in the Statement of Needs. Resumes provided must indicate education, background, and relevant experience with the subject matter of this RFP.
- b) Describe any special strengths, insight or innovativeness, which may be applicable to your firm but not requested herein.
- c) Include other relevant information the Offeror deems necessary to describe its qualifications to provide the goods/services needed to successfully complete work described in the Statement of Needs or which the Offeror deems are relevant to its selection.

7.14.2.5. References (TAB 5)

The Offeror shall complete the Contractor Data Sheet, Attachment C, to include three (3) organizations for which the Offeror has provided these types of services of the same or greater scope within the past three (3) years and can attest to the Offeror's qualifications and ability to perform the services described in the Statement of Needs. Prince William County Public School can't be used as a reference. School System references are preferred along with Government Agencies and Business/Firms.

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.

7.14.2.6. Proposed Costs (TAB 6)

7.14.2.6.1. The Offeror shall submit proposed costs for the products being offered (Attachment B). Itemized costs shall be in the form of firm-fixed delivered unit prices. (Option 1) **No extra charges shall be allowed.**

7.14.2.6.2. The Offeror shall include schools the option to upgrade to higher content product, additional handbook pages, content supplements and/or planner enhancements to meet specific needs of students and building goals. Charges incurred for upgrades and additional will be added to the base prices indicated in Offeror's proposed costs. This shall include teacher edition option(s).

7.14.2.6.3. The Offeror shall include the option for electronic component, if applicable, and indicate in Pricing Evaluation.

7.14.2.6.4. Option (2) - PWCS Freight Management: Prince William County Public Schools (PWCS) has an established account with United Parcel Service (UPS) which allows us to manage all freight costs associated with delivery of goods and materials. This is the preferred method of delivery to PWCS.

If the Offeror chooses use of the PWCS UPS Freight Management account, Offeror shall include the material cost where indicated in the Pricing Evaluation.

7.14.2.7. Proprietary Information (TAB 7)

Any such information must be submitted under this tab. See Section 7.12. for additional information.

7.14.2.8. Exceptions (TAB 8)

Any exceptions being taken to the RFP must be listed under this tab. See Section 7.13. for additional information.

7.14.2.9. Other Information (TAB 9)

7.14.2.9.1. 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.

7.14.2.9.2. 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.

7.14.2.10. Attachments (TAB 10)

7.14.2.10.1. Attachment A – General Terms and Conditions

7.14.2.10.2. Attachment B – Proposed Costs **(Return with Proposal)**

7.14.2.10.3. Attachment C – Completed Contractor Data Sheet **(Return with Proposal)**

7.14.2.10.4. Attachment D – PWCS School Directory

7.14.2.10.5. Attachment E - Completed Vendor Information Form **(Return with Proposal)**

7.14.2.10.6. Attachment F – Certificate of Compliance **(Return with Proposal)**

7.14.10.2.7. Attachment G – Application Service Provider Form **(This will be a requirement should there be an electronic Information Security Component).**

7.14.10.2.8. Attachment H – Sample Contract Form

7.16. Oral Presentations/Product Demonstrations: Offerors who submit a proposal in response to this RFP and are ranked among the top, may be required to give an oral presentation/product demonstration of their proposal to PWCS. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Contract Administrator will schedule the time and location of these presentations. Oral presentations/product demonstrations are an option of PWCS and may or may not be conducted.

7.17. Withdrawal of Proposals: No proposal can be withdrawn after it is filed unless the Offeror makes a request in writing to the PWCS Supervisor of Purchasing prior to the time set for the opening of proposals or unless PWCS fails to award or issue a notice of intent to award the contract within one hundred twenty (120) days after the date fixed for opening proposals.

8. CRITERIA FOR PROPOSAL EVALUATION

<u>Evaluation Criteria</u>	<u>Assigned Weight</u>
8.1 Project Methodology and Approach	25%
8.2 Quality of Materials & Samples	35%
8.3 Experience/Qualifications	15%
8.4 Favorable References	5%
8.5 Proposed Costs	20%

9. CONTRACT TERM & RENEWAL

- 9.1. The initial term of this contract shall be from **July 1, 2016 to June 30, 2017**, with the option to renew for five (5) 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.** PWCS will send notice of renewal to the Contractor(s) within sixty (60) days of contract expiration. Please note that individual school decisions regarding their Student Planner Service Contractor are only for one year at a time; schools may choose a different Contractor each year, if it best meets their needs, under the resulting contract(s).
- 9.2. For future contract renewal periods, price increases shall not exceed the percentage increase/decrease in the Consumer Price Index, Table 1 (<http://stats.bls.gov/news.release/cpi.t01.htm>), Urban Consumers (CPI-U), U. S. City Average, "All Items" Unadjusted, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract period prior to the proposed contract period.
- 9.2.1. 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.
- 9.2.1.1. Documentation for pricing increases above the CPI-U cap must be provided as follows:
- 9.2.1.1.1. For items, documentation supporting the increased costs must be provided by the manufacturer on their letterhead.
- 9.2.1.1.2. 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.
- 9.2.2. After reviewing the documentation provided, the Supervisor of Purchasing may accept the increased costs or refuse them if they are considered to be excessive.
- 9.2.2.1. If the Supervisor of Purchasing does not accept the increased costs and PWCS originally awarded multiple contracts for these items/services, PWCS reserves the right to obtain prices for the affected items/services from the other vendors who were awarded a contract and, if the prices are considered to be fair and reasonable, award the items/services to the contractor(s) with the lowest price that meets the contract requirements.

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

10. **METHOD OF AWARD**

Following evaluation of the written proposals as submitted, selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price if, so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, PWCS shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. PWCS may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). 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. The award document will be a contract incorporating by reference to all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

Proposed Costs will be evaluated on the Firm-Fixed Delivered Unit Price Grand Total Amount – Option 1 as indicated in the Pricing Evaluation, Attachment B.

11. **SPECIAL TERMS AND CONDITIONS:**

- 11.1. **Audit:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by PWCS, whichever is sooner. PWCS and its authorized agents shall have full access to and the right to examine any of said material during said period.
- 11.2. **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.
- 11.3. **Certificate of Compliance:** As a condition of any Contract awarded and prior to Notice of Award, the Offeror/Contractor must certify, by executing Attachment F, that neither the Contractor, any employee of the Contractor, nor any other person who will provide services under the Contract and will have direct contact with students on school property during regular school hours or school-sponsored activities, have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Offeror further acknowledges that such certification shall be binding on the Offeror/Contractor throughout the term of any Contract, including renewals or extensions, thereof, and agrees to provide immediate notice to PWCS of any event which might render such certification untrue, including the arrest indictment, or investigation of any individual providing such services.

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

- 11.4. **Compliance with Procedures:** The Contractor shall comply with all procedural instructions that may be issued from time to time by PWCS. However, the terms and conditions of the contract will not change.
- 11.5. **Confidentiality:** Contractor shall ensure the complete confidentiality of any and all information provided by PWCS, and gathered and developed by Contractor in the performance of this Contract. The material gathered, used and developed shall not be provided to any other party without the expressed written approval of the Supervisor of Purchasing.
- 11.6. **Coordination of Services:** The Contractor shall plan and coordinate the delivery of services with the individual school.

- 11.7. Delivery: All freight and insurance charges related to the delivery of all material to and from the school are to be borne by the Contractor, and included in the firm, fixed delivered unit price.
- 11.8. 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.
- 11.9. General Insurance Requirements:
- 11.9.1 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:
 - 11.9.2. Workers Compensation - Virginia Statutory Workers Compensation coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000;
 - 11.9.3. Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability and, where applicable to the project (as determined by PWCS), Products and Independent Contractors. The general aggregate limit shall apply to this project.
 - 11.9.4. PWCS should be named as **additional insured** on the CONTRACTOR's commercial general liability insurance policies and any excess liability or umbrella excess policies (if applicable). A 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, R-KS-16023, Student Planners.
 - 11.9.5. Automobile Liability \$1,000,000, per occurrence, (owned, non-owned, etc.)
- 11.10. Method of Ordering:
- 11.10.1 Prince William County Schools (PWCS) may use three (3) different methods of placing orders from the final contract: Delivery Orders (DO's), Purchase Orders (PC's, PD's and CT's), and approved PWCS procurement cards (encouraged).
 - 11.10.2. Procurement Card orders and payments may be made by the use of a Prince William County Schools "Procurement" and/or "Single Use" Card. The Procurement and/or Single Use Card is currently a Master Card. Contractors are encouraged to accept this method of order and payment.
- 11.11. Contractors willing to accept PWCS procurement cards should check the box on the Pricing Schedule (Reference to Page 27).
- 11.12. Obligation to Offeror: By submitting a proposal, the Offeror covenants and agrees that they are satisfied, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
- 11.13. Ownership of Material: Ownership of all data, material, samples and documentation originated and prepared by the Offeror and successful Contractor for PWCS pursuant to this solicitation and any resulting contract shall belong exclusively to PWCS and be subject to public inspection in accordance with the Virginia Freedom of Information Act.
- 11.14. Ownership of Printing Materials: All artwork, camera-ready copy, negative, dies, photos, and similar materials used to produce a printing job shall become the property of PWCS. Any furnished materials

shall remain the property of PWCS. All such items and materials shall be delivered to the ordering PWCS in usable condition after completion of the work, and prior to submission of the invoice for payment.

- 11.15. Prime Contractor Responsibilities: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that they may utilize, using their best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees to be fully responsible for the acts and omissions of their subcontractors and of persons employed by them as they are for the acts and omissions of their own employees.
- 11.16. Printing Pick-Ups/Deliveries: Contractor shall be responsible for all pick-ups and deliveries of all materials.
- 11.17. Proposal Cost: Negotiated costs shall be firm-fixed delivered unit prices throughout the contract period. State sales tax shall not be included in prices. No extra charges shall be allowed.

11.18. Payment to Subcontractors:

A Contractor awarded a contract under this solicitation is hereby obligated to:

- 11.17.1. 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,
- 11.17.2. Notify PWCS and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason for such.
- 11.17.3. 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.
- 11.18. Subcontracts: The Contractor shall not enter into any subcontract with any subcontractor who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the State in which the work under this contract is to be performed.
- 11.18.1. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them, as for the acts or omissions of persons directly employed by the Contractor.
- 11.18.2. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- 11.18.3. Nothing contained in this contract shall create any contractual relationship between any subcontractor and PWCS.
- 11.18.4. PWCS has the right to approve or disapprove the use of any subcontractors being offered by the Contractor.
- 11.19. Tax Exemption: PWCS is exempt from the payment of federal excise or Virginia Sales and Use Tax. The proposal price must be net, exclusive of taxes. When under established trade practice, any federal excise tax is included in the list price; the Offeror may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by

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

- 11.20 Warranty: The Contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for the goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to PWCS by any other clause of this solicitation.

GENERAL TERMS AND CONDITIONS
(Revised 6/11/14)

ATTACHMENT A

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

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

AUTHORITY

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

CONDITIONS OF BIDDING/OFFERING

2. **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 § 2.2-4301.3.b.3 of the Virginia Public Procurement Act.
3. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, PWCS will publicly post such notice on the Purchasing Web site, <http://purchasing.departments.pwcs.edu/> for a minimum of 10 calendar days except in emergencies.
4. **CLARIFICATION OF TERMS:** If any prospective Bidder/Offeree has questions about the specifications or other solicitation documents, the prospective Bidder/Offeree 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.
5. **DEBARMENT STATUS:** By submitting their bid/proposal, the Bidder/Offeree 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/Offeree an agent of any person or entity that is currently so debarred.
6. **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 16 below, and the bidder will be required to perform if his or her bid is accepted.

7. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bid/proposal, Bidders/Offerees 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/Offeree, 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.
8. **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.

- 8.1 In the event of a delay school opening, all times shall remain as stated in the Invitation for Bid/Request for Proposal.
- 8.2 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.
- 8.3 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.
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/Offeree 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

ATTACHMENT A

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/Officer withdraw or modify non-responsive portions of a bid/proposal, which do not affect quality, quantity, price or delivery schedule.

11. OFFICIAL NOT TO BENEFIT:

11.1 Each Bidder/Officer 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.

11.2 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.

11.3 In the event the Bidder/Officer 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/Officer 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.

12. **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).

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

14. **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.

15. **VENDOR REGISTRATION:** All vendors desiring to provide goods and/or services to PWCS shall register on-line at <http://purchasing.departments.pwcs.edu/>. Failure to register will result in the bid/proposal being non-responsive unless good cause is shown for the failure to register.

16. **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/offeror 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.

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. **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.

19. **USE OF BRAND NAMES:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders/Officer 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/Officer 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**

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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/Officer 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.

CONTRACT PROVISIONS

20. **ANTI-DISCRIMINATION:** By submitting their bid/proposal, the Bidder/Officer 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 20.1 and 20.2 below apply:

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

- 20.1 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.
- 20.2 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.
- 20.3 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:
- 20.4 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.
21. **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.
22. **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.
23. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of PWCS.

24. **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 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 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.

25. **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.

26. **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.

26.1 It is the Contractor's responsibility to notify the public body(s) of the availability of the contract.

26.2 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.

26.3 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.

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

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

27.2 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.

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

27.4 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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **NON-DISCRIMINATION OF CONTRACTORS:** Any potential Bidder/Offeror, or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations are also protected from discrimination on the basis of religious character as provided below.

32.1 Faith-based organizations may enter into contracts with PWCS on the same basis as any other nongovernmental source may do so without impairing the religious character of such organization and without diminishing the religious freedom of the beneficiaries of assistance provided under such contracts.

32.2 PWCS shall not impose conditions on contracts that restrict the religious character of the faith-based organization, except that money paid to the faith-based organization by or on behalf of PWCS will not be spent for religious worship, instruction, or proselytizing.

32.3 Any faith-based organization awarded a contract by PWCS shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by PWCS.

32.4 Faith-based organizations retain the right to employ persons of a particular religion to perform work connected with the carrying on by such organization of its activities.

32.5 If an award of contract is made to a faith-based organization, and an individual who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, PWCS shall offer the individual, within a reasonable period of time after the date of objection, access to equivalent goods, services, or disbursement from an alternative provider.

32.6 Any faith-based organization that is awarded a contract to provide goods, services, or disbursements to individuals shall also provide to such individuals a notice in bold face type that states: "Neither the public body's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider."

ATTACHMENT A

33. **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.

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

35. **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:

35.1 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.

35.2 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.

36. **TERMINATION FOR CONVENIENCE:** PWCS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Supervisor of Purchasing determines that such a termination is in the best interest of

PWCS. Any such termination shall be effected by delivery to the Contractor, at least ten (10) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the Contractor must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

37. **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.

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

37.2 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.

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

37.4 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.

37.5 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.

37.6 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.

DELIVERY/PAYMENT PROVISIONS

38. **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.

39. **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

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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.

40. **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/Offeror, 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/Offeror does not violate any of the prohibitions of Title 15 of the U.S.C. or Section 1263.

41. **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.

42. **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.

43. **PAYMENT TO SUBCONTRACTORS:**

- 43.1 A Contractor awarded a contract under this solicitation is hereby obligated to:

43.1.1 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

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

- 43.2 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.

- 43.3 The provisions of 44.1 through 44.3 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.

44. **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/Offeror may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by PWCS. PWCS Federal Excise Tax Exemption number is

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

45. **TRANSPORTATION AND PACKAGING:** By submitting their bids/proposals, all bidders/offers certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

BIDDER/CONTRACTOR REMEDIES

46. **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.

47. **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/offers 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:

- The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- The quality of performance of previous contracts or services;
- The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- The quality, availability and adaptability of the goods or services to the particular use required;
- The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;

ATTACHMENT A

- 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.
48. **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.
49. **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.
50. **EXHAUSTION OF ADMINISTRATIVE REMEDIES:** No potential Bidder/Offeree 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.
51. **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 Bid Protest Officer no later than ten (10) calendar days after public notice of the award or the announcement of the decision to award, whichever occurs first. Any potential 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 Bid Protest Officer shall issue a decision in writing within ten (10) calendar days of the receipt of the protest stating the reasons for

the action taken. 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.

- 51.1 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.
- 51.2 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.
- 51.3 An award need not be delayed for the period allowed a Bidder/Offeree 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.

52. **RESPONSIBILITY FOR SUPPLIES TENDERED:** Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification 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 his or her risk and expense or dispose of them as its own property.

ATTACHMENT B

PRICING EVALUATION The Offeror shall submit proposed costs for the products/services being offered. Itemized costs shall be in the form of firm-fixed delivered unit prices. **No extra charges shall be allowed.**

Size	Quantity	Unit of Issue	Cover	Firm-Fixed Delivered Unit Price (Option 1)	Additional Handbook Pages (per page)	Total Amount	PWCS UPS Freight Account (Option 2)
5" x 8"	1-2500	Each	Standard/Hologram	\$	\$	\$	\$
5" x 8"	2501+	Each	Standard/Hologram	\$	\$	\$	\$
5" x 8"	1-2500	Each	Custom Cover	\$	\$	\$	\$
5" x 8"	2501+	Each	Custom Cover	\$	\$	\$	\$
7" x 9"	1-2500	Each	Standard/Hologram	\$	\$	\$	\$
7" x 9"	2500+	Each	Standard/Hologram	\$	\$	\$	\$
7" x 9"	1-2500	Each	Custom Cover	\$	\$	\$	\$
7" x 9"	2500+	Each	Custom Cover	\$	\$	\$	\$
7" x 11"	1-2500	Each	Standard/Hologram	\$	\$	\$	\$
7" x 11"	2500+	Each	Standard/Hologram	\$	\$	\$	\$
7" x 11"	1-2500	Each	Custom Cover	\$	\$	\$	\$
7" x 11"	2500+	Each	Custom Cover	\$	\$	\$	\$
8-1/2" x 11"	1-2500	Each	Standard/Hologram	\$	\$	\$	\$
8-1/2" x 11"	2500+	Each	Standard/Hologram	\$	\$	\$	\$
8-1/2" x 11"	1-2500	Each	Custom Cover	\$	\$	\$	\$
8-1/2" x 11"	2500+	Each	Custom Cover	\$	\$	\$	\$
3 Hole Punch Option: Add \$ _____ per School Planner x 1,000 =						\$	\$
Application Planner Option: Add \$ _____ per app x 10 =						\$	\$
GRAND TOTAL AMOUNT with Shipping (Option 1)						\$	
GRAND TOTAL AMOUNT with PWCS UPS Freight Account (Option 2)							\$

ATTACHMENT B

Certificate of Compliance: Bidder has read and understands the certificate of compliance clause and will provide a fully completed certificate (Attachment F) prior to award. This will be a factor in making an award.

Yes: ☐ No: ☐ If No, Explain:

Payment Terms:

I will accept single use credit card for payment: Yes ☐, No ☐ Printed Name: _____

Refer to Special Terms and Conditions Section 11.10, Method of Ordering.

ATTACHMENT C

Solicitation # R-KS-16023

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. _____	

ATTACHMENT D

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS (PWCS) DIRECTORY (School Year 2015/ 2016)
P.O. Box 389 - Manassas, VA 20108 - 703.791.7200 - Tax Exempt ID #54-6001533

Alvey Elementary 5300 Waverly Farm Drive Haymarket, VA 20169	Ann Ludwlg 14575 Potomac Branch Dr. Woodbridge, VA 22191	Anletam Elementary 12000 Antietam Rd. Woodbridge, VA 22192	Ashland Elementary 15300 Bowmans Folly Dr. Manassas, VA 20112	Battlefield High School 15000 Graduation Drive Haymarket, VA 20169
Bel Air Elementary 14151 Ferndale Rd. Woodbridge, VA 22193	Belmont Elementary 751 Norwood Lane Woodbridge, VA 22191	Bennett Elementary 8800 Old Dominion Dr. Manassas, VA 20110	Benton Middle 7411 Hoadley Road Manassas, VA 20112	Beville Middle 4901 Dale Boulevard Woodbridge, VA 22193
Brentsville District High 12109 Aden Rd. Nokesville, VA 20181	Bristow Run Elementary 8990 Worthington Dr. Bristow, VA 20136	Buckland Mills Elementary 10511 Wharfedale Place Gainesville, VA 20155	Bull Run Middle 6308 Catharpin Road Gainesville, VA 20115	Cedar Point Elementary 12601 Braemar Parkway Bristow, VA 20136
Charles S. Colgan Sr. High (Opens September 2016) 13833 Dumfries Road Manassas, VA 20108	Chris Yung Elementary 12612 Fog Light Way Bristow, VA 20136	Coles Elementary 7405 Hoadley Rd. Manassas, VA 20112	Dale City Elementary 14450 Brook Dr. Woodbridge, VA 22193	Dumfries Elementary 3990 Cameron Street Dumfries, VA 22026
Ellis Elementary 10400 Kim Graham Lane Manassas, VA 20109	Enterprise Elementary 13900 Lindendale Rd Woodbridge, VA 22193	Featherstone Elementary 14805 Blackburn Rd. Woodbridge, VA 22191	Ferlazzo Elementary 5710 Liberty Hill Court Woodbridge, VA 22191	(Fannie W.) Fitzgerald ES 15500 Benita Fitzgerald Dr. Woodbridge, VA 22191
Forest Park High School 15721 Forest Park Drive. Woodbridge, VA 22193	Fred Lynn Middle 1650 Prince William Pkwy Woodbridge, VA 22191	Freedom High School 15201 Neabsco Mills Road Woodbridge, VA 22191	Gainesville Middle 8001 Limestone Drive Gainesville, VA 20155	Gar-Field High School 14000 Smoketown Rd. Woodbridge, VA 22192
Glenkirk Elementary 8584 Sedge Wren Drive Gainesville, VA 20155	Godwin MS 14800 Darbydale Ave. Woodbridge, VA 22193	Governor's School @ Innovation Park 10900 University Blvd MS6D10 Manassas, VA 20110	Graham Park Middle 3613 Graham Park Road Triangle, VA 22172	Gravelly Elementary 4670 Waverly Farm Drive Gainesville, VA 20169
Haymarket Elementary 15500 Learning Lane Haymarket, VA 20169	Henderson Elementary 3799 Waterway Dr. Dumfries, VA 22025	C.D. Hylton High 14051 Spriggs Rd. Woodbridge, VA 22193	Independent Hill/PACE East 14780 Joplin Road Manassas, VA 20112	Kerrydale Elementary 13199 Kerrydale Rd. Woodbridge, VA 22193
Kilby Elementary 1800 Horner Rd. Woodbridge, VA 22191	King Elementary 13224 Nickleson Dr. Woodbridge, VA 22193	Lake Ridge Elementary 11970 Hedges Run Dr. Woodbridge, VA 22192	Lake Ridge Middle 12350 Mohican Road Woodbridge, VA 22192	Leesylvania Elementary 15800 Neabsco Rd. Woodbridge, VA 22191
Loch Lomond Elementary 7900 Augusta Rd. Manassas, VA 20111	Marshall Elementary 12505 Kahns Rd. Manassas, VA 20112	Marumsco Hills Elementary 14100 Page Street Woodbridge, VA 22191	McAuliffe Elementary 13540 Princedale Dr. Woodbridge, VA 22193	Minnievile Elementary 13639 Greenwood Dr. Woodbridge, VA 22193
Montclair Elementary 4920 Tallowood Dr. Dumfries, VA 22025	Mountain View Elementary 5600 McLeod Way Haymarket, VA 20169	Mullen Elementary 8000 Rodes Dr. Manassas, VA 20109	Neabsco Elementary 3800 Cordell Avenue Woodbridge, VA 22193	New Directions 8886 Rixlew Lane Manassas, VA 20109
New Dominion 8220 Conner Drive Manassas, VA 20111	The Nokesville School 12375 Aden Road Nokesville, VA 20181	Occoquan Elementary 12915 Occoquan Rd. Woodbridge, VA 22192	Old Bridge Elementary 3051 Old Bridge Rd. Woodbridge, VA 22192	Osborn Park High School 8909 Euclid Avenue Manassas, VA 20111
PACE West 14490 John Marshall Hwy Gainesville, VA 20155	Parkside Middle 8602 Mathis Avenue Manassas, VA 20110	Patriot High School 10504 Kettle Run Rd. Nokesville, VA 20181	Pattie Elementary/ Washington Reid 16125 Dumfries Rd. Dumfries, VA 22025	Penn Elementary 12980 Queen Chapel Rd Woodbridge, VA 22193
Pennington Traditional 9305 Stonewall Rd. Manassas, VA 20110	Pinney Branch Elementary 8301 Linton Hall Rd. Bristow, VA 20136	Porter Traditional 15311 Forest Grove Dr. Woodbridge, VA 22191	Potomac High School 3401 Panther Pride Drive Dumfries, VA 2202	Potomac Middle 3130 Panther Pride Drive Dumfries, VA 22026
Potomac View Elementary 14601 Lamar Rd. Woodbridge, VA 22191	Rippon Middle 15101 Blackburn Road Woodbridge, VA 22191	River Oaks Elementary 16950 McGuffeys Trail Woodbridge, VA 22191	Rockledge Elementary 2300 Mariner Lane Woodbridge, VA 22192	Ronald W. Reagan Middle 15801 Tanning House Place Haymarket, VA 20169
Rosa Parks Elementary 13446 Princedale Drive Woodbridge, VA 22193	Saunders Middle 13557 Spriggs Road Manassas, VA 20112	Signal Hill Elementary 9553 Birmingham Drive Manassas, VA 20111	Sinclair Elementary 7801 Garner Dr. Manassas, VA 20109	Springwoods Elementary 3815 Marquis Place Woodbridge, VA 22192
Stonewall Jackson High School 8820 Rixlew Lane Manassas, VA 20109	Stonewall Middle 10100 Lomond Drive Manassas, VA 20109	Sudley Elementary 9744 Copeland Dr. Manassas, VA 20109	Swans Creek Elementary 17700 Wayside Drive Dumfries, VA 22026	T. Clay Wood Elementary 10600 Kettle Run Rd. Nokesville, VA 20181
Triangle Elementary 3615 Lions Field Rd. Triangle, VA 22172	Tyler Elementary 14500 John Marshall Hwy Gainesville, VA 20155	Vaughan Elementary 2200 York Dr. Woodbridge, VA 22191	Victory Elementary 12001 Tygart Lake Dr. Bristow, VA 20136	West Gate Elementary 8031 Urbanna Rd. Manassas, VA 20109
Westridge Elementary 12400 Knightsbridge Dr. Woodbridge, VA 22192	(Mary) Williams Elementary 3100 Panther Pride Drive Dumfries, VA 22026	Woodbine Preschool Center 13225 Canova Drive Manassas, VA 20112	Woodbridge High School 3001 Old Bridge Rd. Woodbridge, VA 22192	Woodbridge Middle 2201 York Drive Woodbridge, VA 22191
Yorkshire Elementary 7610 Old Centerville Rd. Manassas, VA 20111				

**PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
Purchasing Office**

VENDOR INFORMATION FORM

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

Ordering/Purchase Order Submission:

Legal Business Name: _____

D/B/A: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Email: _____

Tax ID#: _____

Remittance: Check box if same as above ☐

Legal Business Name: _____

Address: _____

City, State, Zip: _____

Contact Information:

Name: _____

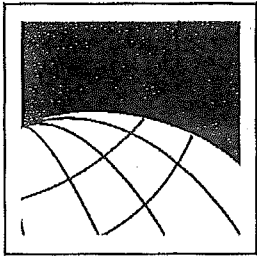
Title: _____

Phone: _____ Fax: _____

E-mail Address: _____

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

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



Prince William County

PUBLIC SCHOOLS

Providing A World-Class Education ®

CERTIFICATE OF COMPLIANCE

Code of Virginia §22.1-296.1

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

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

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

Company Name

R-KS-16023

Purchase Order/Contract/Solicitation #

Company Address

Company Phone Number

Print Name of Authorized Representative

Authorized Representative Title

Authorized Representative Signature

Date

ASP Security Standards

1.0 Overview

This document defines the minimum security criteria that an Application Service Provider (ASP) must meet in order to be considered for use by Prince William County Schools. As part of the ASP selection process, the ASP Vendor must demonstrate compliance with the Standards listed below by responding in writing to EVERY statement and question in the six categories. Information Security will closely review the vendor responses, and will suggest remediation measures in any areas that fall short of the minimum security criteria. Prince William County Information Security approval of any given ASP rests largely on the vendor's response to this document.

Standards are structured to provide due diligence and compliance with applicable Federal, State and Local laws and regulations to protect confidentiality and privacy of student information during collection, transfer, storage, disclosure, and destruction.

Applicable laws and regulations:

Family Educational Rights and Privacy Act (FERPA) of 1974, 20 USC § 1232g, 34 CFR 99; Protection of Pupil Rights Amendment (PPRA), 20 USC §1232h, 34 CFR 98; the Individuals with Disabilities Education Act (IDEA), 20 USC §§ 1400-1485, 34 CFR 300, the Virginia Public Records Act, §42.1-76; the Code of Virginia, §§ 16.1-260, 16.1-306.1, 16.1-306.2, 22.1-3.1, 22.1-287 through 22.1-289, 32.1-36.1 and 42.1-76 through 42.1-91; and the Library of Virginia's Records Retention and Disposition Schedules. These standards incorporate the versions of all applicable laws and regulations as in effect from time to time.

These Standards are subject to additions and changes without warning by Prince William County School's Department of Information Technology.

2.0 Scope

This document can be provided to ASPs that are either being considered for use by Prince William County Schools, or have already been selected for use.

3.0 Responding to These Standards

Information Security is looking for explicitly detailed, technical responses to the following statements and questions. ASPs should format their responses directly beneath the Standards (both questions and requirements) listed below. In addition, please include any security whitepapers, technical documents, or policies that you may have.

Answers to each Guideline should be specific and avoid generalities, e.g.:

Examples:

Bad: "We have hardened our hosts against attack."

Good: "We have applied all security patches for Windows 2000 as of 8/31/2000 to our servers. Our Administrator is tasked with keeping up-to-date on current vulnerabilities that may affect our environment, and our policy is to apply new patches during our maintenance period (2300hrs, Saturday) every week. Critical updates are implemented within 24 hours. A complete list of applied patches is available to Prince William County Schools".

Bad: "We use encryption."

Good: "All communications between our site and Prince William County Schools will be protected by IPSec ESP Tunnel mode using 168-bit TripleDES encryption, SHA-1 authentication. We exchange authentication material via either out-of-band shared secret, or PKI certificates."

4.0 Standards

4.1 General Security

1. Prince William County Schools reserves the right to periodically audit the Prince William County Schools application infrastructure to ensure compliance with the ASP Policy and these Standards. Non-intrusive network audits (basic portscans, etc.) may be done with 24 hour prior notice. More intrusive network and physical audits may be conducted on site with 48 hours notice.

ATTACHMENT G

2. The ASP must provide a proposed architecture document that includes a full network diagram of the Prince William County Schools Application Environment, illustrating the relationship between the Environment and any other relevant networks, with a full data flowchart that details where Prince William County School data resides, the applications that manipulate it, and the security thereof.
3. The ASP must be able to immediately disable all or part of the functionality of the application should a security issue be identified.

4.2 Physical Security

1. The equipment hosting the application for Prince William County Schools must be located in a physically secure facility, which requires badge access at a minimum.
2. The infrastructure (hosts, network equipment, etc.) hosting the Prince William County Schools application must be located in a locked cage-type environment.
3. Prince William County Schools shall have final say on who is authorized to access the Prince William County Schools Application Infrastructure.
4. The ASP must disclose who amongst their personnel will have access to the environment hosting the application for Prince William County Schools.

4.3 Network Security

1. The network hosting the application must be air-gapped from any other network or customer that the ASP may have. This means the Prince William County Schools application environment must use separate hosts, and separate infrastructure. If You as the ASP have alternative application processes, the processes must be reviewed and approved by the PWCPs Technology Department prior to use.
2. The data between Prince William County Schools and the ASP going over a public network such as the Internet, appropriate firewalling technology must be deployed by the ASP, and the traffic between Prince William County Schools and the ASP must be protected and authenticated by cryptographic technology at all times. (See Cryptography below).

4.4 Host Security

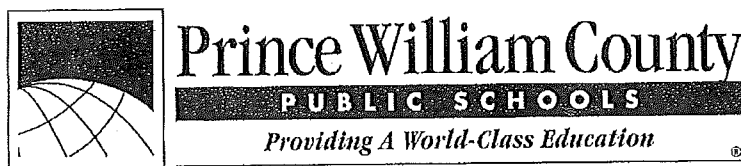
1. The ASP must disclose how and to what extent the hosts (Unix, Windows, etc.) comprising the Prince William County Schools application infrastructure have been hardened against attack.
2. The ASP must provide a current patch level on hosts, including host OS patches, web servers, databases, and any other material application.
3. Information on how and when security patches will be applied must be provided. How does the ASP keep up on security vulnerabilities, and what is the policy for applying security patches?
4. The ASP must disclose their processes for monitoring the integrity and availability of those hosts.
5. The ASP must provide information on their password policy for the Prince William County Schools application infrastructure, including minimum password length, password generation guidelines, and how often passwords are changed.
6. Prince William County Schools cannot provide internal usernames/passwords for account generation, as PWCPs does not allow internal passwords to be in the hands of third parties. With that restriction, how will the ASP authenticate users? (e.g., LDAP, Netegrity, Client certificates.)
7. The ASP must provide information on the account generation, maintenance and termination process, for both maintenance as well as user accounts. Include information as to how an account is created, how account information is transmitted back to the user, and how accounts are terminated when no longer needed.

4.5 Web Security

1. At Prince William County School's discretion, the ASP may be required to disclose the specific configuration files for any web servers and associated support functions (such as search engines or databases).
2. Please disclose whether, and where, the application uses Java, Javascript, ActiveX, PHP or ASP (active server page) technology.
3. What language is the application back-end written in? (C, Perl, Python, VBScript, etc.)
4. Please describe the ASP process for doing security Quality Assurance testing for the application. For example, testing of authentication, authorization, and accounting functions, as well as any other activity designed to validate the security architecture.
5. Has the ASP done web code review, including CGI, Java, etc, for the explicit purposes of finding and remediating security vulnerabilities? If so, who did the review, what were the results, and what remediation activity has taken place? If not, when is such an activity planned?

4.6 Cryptography

1. The Prince William County Schools application infrastructure cannot utilize any "homegrown" cryptography – any symmetric, asymmetric or hashing algorithm utilized by the Prince William County Schools application infrastructure must utilize algorithms that have been published and evaluated by the general cryptographic community.
2. Encryption algorithms must be 128-bit DES or AES or its equivalent. If the encryption is proposed as an equivalent, PWCPS will make the determination of equivalency in its sole discretion. PWCPS reserves the right to change or increase the level of the required encryption with 30 days advance notice to the ASP.
3. Connections to the ASP utilizing the Internet must be protected using any of the following cryptographic technologies: IPSec, SSL, SSH/SCP, PGP.
4. If your application infrastructure requires PKI, please contact Prince William County Schools Information Security Group for additional guidance.
5. The weakest link in cryptography is typically the human element. Explain how the ASP plans to limit access to cryptographic keys and to protect the key holders from social engineering and other threats.
6. Explain how the ASP has protected the data from side channel attacks.
7. Explain how the ASP wipes data so that it cannot be recovered.



CONTRACT
(SAMPLE ONLY DO NOT COMPLETE)

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, All 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 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.*

ATTACHMENT H

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

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

3.2.1.1.2. For services, the Contractor must provide documentation of the circumstances causing the increased costs, including substantial proof supporting the claims made, to warrant any price increases.

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

3.2.1.2.1. If the Supervisor of Purchasing does not accept the increased costs and PWCS originally awarded multiple contracts for these items/services, PWCS reserves the right to obtain prices for the affected items/services from the other vendors who were awarded a contract and, if the prices are considered to be fair and reasonable, award the items/services to the contractor(s) with the lowest price that meets the contract requirements.

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

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

4.1. CONTRACT ADMINISTRATOR: As the Contract Administrator, the following individual, or his/her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

4.2. PROJECT MANAGER: The following individuals shall work directly with the Contractor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract:

5. **TIME OF PERFORMANCE:**

6. **PRICING:**

7. **PAYMENT TERMS:**

ATTACHMENT H

Prince William County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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

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

CONTRACTOR:

Authorized Signature

Type Name

Title

Date

PURCHASING AGENCY:

Authorized Signature

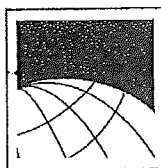
Jim Totty, CPPO, C.P.M.

Type Name

Supervisor of Purchasing

Title

Date



Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

NON-DISCLOSURE AGREEMENT

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

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

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

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Maintenance and Limited Disclosure of Confidential Information

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

7. is required by operation of law to be disclosed.

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

2. Security

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

3. Limitation of Rights

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

4. Termination

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

5. Continuation of Confidential Obligations

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

6. Disputes and Arbitration

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

7. General

- A. This Agreement constitutes the entire agreement between the parties, superseding any and all prior or contemporaneous oral or written representations, communications, understandings or agreements with regard to the subject matter hereof.

ATTACHMENT I

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

8. Third Party Beneficiaries

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

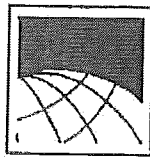
Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____



Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

CONTRACT

CONTRACT NUMBER: R-KS-16023

This Contract entered into this 9th day of June, 2016 by Premier Agenda, LLC (School Specialty, Inc.), W6316 Design Drive, Greenville, WI 54942, 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. **CONTRACT DOCUMENTS:** The contract documents shall consist of the following:
 - 1.1. This signed form.
 - 1.2. PWCS Request for Proposal #R-KS-16023 dated February 3, 2016.
 - 1.3. Contractor's proposal response dated March 1, 2016.
 - 1.4. Negotiated Revised Pricing dated June 2, 2016.
 - 1.5. Certificate of Compliance – Attachment A.
2. **CONTRACT TERM AND RENEWAL:**
 - 3.1. The initial term of this contract shall be from July 1, 2016 to June 30, 2017, with the option to renew for five (5) 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, All Items, 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.

3. **CONTRACT ADMINISTRATOR/TECHNICAL POINTS-OF-CONTACT:** The following employees of PWCS are identified to use all powers under the contract to enforce its faithful performance:

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

Karen Sobers, Buyer, 703.791.8888, sobersk@pwcs.edu

3.2. **TECHNICAL POINTS-OF-CONTACT:** 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:

All PWCS Principals, Current and Future

4. **SCOPE OF CONTRACT:** The Contractor shall provide any and all supervision, labor, materials, equipment, documentation, training, technical support and supplies necessary to provide Student School Planners to various schools in Prince William County on an "as needed basis" in accordance with the following minimum specifications, performance requirements, and all the terms and conditions herein.

4.1. **Mandatory Requirements:**

4.1.1. The Contractor must have the ability to provide planners for other schools and/or future school sites.

4.1.2. Contractor shall provide planners that are pre-dated following the PWCS' school academic year.

4.1.3. Contractor shall provide a variety of planner sizes (i.e. 5" x 8", 7" x 9", 7" x 11", 8-1/2" x 11").

4.1.4. Contractor shall provide a school handbook in each planner, if requested.

4.1.4.1. Number of handbook pages shall be unlimited.

4.1.4.2. Contractor shall accept and process camera-ready pages.

4.1.4.3. Contractor shall provide typesetting for the handbook.

4.1.5. Contractor shall provide additional handbook pages, content supplements and/or planner enhancements to include, but not limited to, maps, math measurements/conversions/equations, periodic table of elements, etc. when requested.

4.1.6. A) Contractor shall make available a teacher's edition of the planner (hard copy) and B) an optional electronic version (App) of the teacher's edition (PDF format).

- 4.1.7. Contractor shall provide a variety of supplemental materials for teacher's edition planners to include, but not limited to, grade books, lesson plans, seating charts, etc.
- 4.1.8. Contractor shall provide a variety of front and back covers.
- 4.1.8.1. Contractor shall provide standard front and back covers.
- 4.1.8.2. Contractor shall provide a variety of camera-ready covers which may be personalized (i.e. typeset with school name and mascot) upon request.
- 4.1.8.3. Contractor shall provide custom-designed, laminated front and back covers.
- 4.1.9. Contractor shall provide clear, concise, user-friendly order form and/or quote sheet. Said order form/quote sheet shall include, but is not limited to, description of item(s), unit cost, quantity requested, extended cost, quantity or incentive discounts, materials due dates, as applicable, vendor and school contact information.
- 4.1.10. Contractor shall provide experienced representatives; representatives shall collaborate with school personnel on a regular basis to provide support and answer questions regarding production and financial matters pertaining to the individual services required.
- 4.1.11. The Contractor shall provide a local and/or a toll free telephone number and email address, and shall respond to requests/phone call(s) within two (2) business days.
- 4.1.12. All shipping charges shall be included in the firm-fixed delivered unit price. No extra charges are allowed. Delivery shall be made to the location indicated on each PWCS purchase order.
- 4.1.13. Delivery: Contractor shall deliver Student Planners to various PWCS school locations on an "as needed, when needed," basis.
- 4.1.13.1. Contractor shall coordinate delivery hours with the requesting PWCS school. Contractor is solely responsible for ensuring that deliveries are made within these parameters. Contractor shall deliver student planners within 45 days following written approval of the student planner proof.
- 4.1.13.2. All contract pricing shall include shipping, FOB Destination.. All shipping charges of actual School Planners, or materials needed for production of the Planners, shall be the responsibility of the Contractor.

4.2. Preparation Requirements:

- 4.2.1. Prices will include ALL delivery, typesetting and other required printing costs including the preparation of proofs and the transportation of any required materials intended to be a part of the school agendas for a particular school. Overruns or under runs may not exceed 10% of the order quantity requested by PWCS.

STUDENT PLANNER BOOKS (ALL VERSIONS)

Cover Options - Standard/Holographic or Custom

4/4 Process Color

Coated Cover Stock or equivalent

All sides Laminated

Included place to add each school's name

Back Cover Art supplied by PWCS

Text

4/4 Process Color throughout, except where specified.

Approximately 60# uncoated text throughout.

Binding

Rounded Corners

Spiral Binding

A. HIGH SCHOOL VERSION (Grades 9-12)

Finished Size 5" x 8"

Finished Size 7" x 9"

Plastic Sleeve (Optional)

Part 1: School Information

Include 28, 32 or 36 pages at the beginning for school-specific information.

Color: 1/1 Black ink

Part 2: Monthly Calendar

August/September 2016 through June 2017

Each Month Covering a two-page spread

Part 3: Weekly Planning Calendar

August/September 2016 through June 2017

Each week covering a two-page spread

B. MIDDLE SCHOOL VERSION (Grades 6-8)

Finished Size 8 1/2" x 11"

Include plastic sleeve in the front to hold papers.

3 Hole-Punch Option

Part 1: School Information

Include 8, 12 or 16 pages at the beginning for school-specific information.

Color 1/1 Black ink

Part 2: Monthly Calendar

August/September 2016 through June 2017

Two months per page

Part 3: Weekly Planning Calendar

August/September 2016 through June 2017

Each week covering a two-page spread

Days of the week divided into subjects, including Math, Science, Social Studies and Language
Arts/Reading

With other areas left blank for the student to write a heading.

C. ELEMENTARY SCHOOL VERSION (GRADES K-2)

Finished Size 8-1/2" x 11"

Include plastic sleeve in the front to hold papers.

3 Hole-Punch Option

Part 1: School Information

Include 8, 12 or 16 pages at the beginning for school-specific information.

Color 1/1 Black ink

Part 2: Monthly Calendar

August/September 2016 through June 2017

Each month begins with an overview of the month followed by a weekly schedule.

Each week covers a two-page spread.

D. ELEMENTARY SCHOOL VERSION (GRADES 3-5)

Finished Size 8-1/2" x 11"

Include for plastic sleeve in the front to hold papers.

3 Hole-Punch Option

Part 1: School Information

Include 8, 12 or 16 pages at the beginning for school-specific information.

Color 1/1 Black Ink

Part 2: Monthly Calendar

August/September 2016 through June 2017

Two months per page.

Part3: Planning Calendar

August/September 2016 through June 2017

Each week covering a two-page spread.

Days of the week divided into subjects, including Math, Science, Social Studies, and language Arts/Reading with other areas left blank for the student to write a heading.

E. APP PLANNER

Application to download which mimics the planner at high school and middle school as an option. This may be supplied in PDF format.

F. GENERIC ELEMENTARY SCHOOL ASSIGNMENT BOOK

Finished Size:

Option 1: Approx. 8-1/2" x 11"

Option 2: Approx. 7" x 11"

Spiral Binding

Cover

4/0 Process Color (front cover prints only)

Coated Cover Stock or Equivalent

All sides laminated

3 Hole-Punch Option

Each page is a grid (table) divided into Subject, Assignment, and Due date.

Subject column is divided into sections for Math, Science, Social Studies, Reading, Language Arts, and Spelling, with some left blank.

Include space at the bottom for notes from the teacher or parent.

Design should be appropriate for an elementary school student (grades K-5).

PWCS may add to the Scope of Services or make changes in the Scope of Services for services of a similar nature to those specified in the Scope of Services as mutually agreed to at a price mutually agreed upon. The change must be approved by the Supervisor of Purchasing and a Contract Modification issued by the Purchasing Office to change the contract.

5. **PRICING:** The Contractor shall provide the following firm-fixed delivered unit prices for the products/services being offered. No extra charges shall be allowed.

Size	Quantity	Unit of Issue	Cover	Firm-Fixed Delivered Unit Price	Additional Handbook Pages (per page)
5" x 8"	1-2500	Each	Standard/Hologram	\$1.19	\$0.01
5" x 8"	2501+	Each	Standard/Hologram	\$1.09	\$0.01
5" x 8"	1-2500	Each	Custom Cover	\$1.29	\$0.01
5" x 8"	2501+	Each	Custom Cover	\$1.19	\$0.01
7" x 9"	1-2500	Each	Standard/Hologram	\$1.69	\$0.02
7" x 9"	2500+	Each	Standard/Hologram	\$1.59	\$0.02
7" x 9"	1-2500	Each	Custom Cover	\$1.79	\$0.02
7" x 9"	2500+	Each	Custom Cover	\$1.69	\$0.02
7" x 11"	1-2500	Each	Standard/Hologram	\$1.69	\$0.02
7" x 11"	2500+	Each	Standard/Hologram	\$1.59	\$0.02
7" x 11"	1-2500	Each	Custom Cover	\$1.79	\$0.02
7" x 11"	2500+	Each	Custom Cover	\$1.69	\$0.02
8-1/2" x 11"	1-2500	Each	Standard/Hologram	\$1.69	\$0.02
8-1/2" x 11"	2500+	Each	Standard/Hologram	\$1.59	\$0.02
8-1/2" x 11"	1-2500	Each	Custom Cover	\$1.79	\$0.02
8-1/2" x 11"	2500+	Each	Custom Cover	\$1.69	\$0.02
3-Hole Punch Option: Included in firm-fixed delivered unit price.					
Application Planner Option: 20% Off Upgrade Options					

6. **PAYMENT TERMS:** Net 30 Days

7. **SPECIAL TERMS AND CONDITIONS:**

- 7.1. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by PWCS, whichever is sooner. PWCS and its authorized agents shall have full access to and the right to examine any of said material during said period.
- 7.2. **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.
- 7.3. **CERTIFICATE OF COMPLIANCE:** As a condition of this Contract, Contractor certifies, that neither the Contractor, any employee of the Contractor, nor any other person who will provide services under the Contract and will have direct contact with students on school property during regular school hours or school-sponsored activities, have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Contractor further acknowledges that such certification shall be binding on the Contractor throughout the term of any Contract, including renewals or extensions, thereof, and agrees to provide immediate notice to PWCS of any event which might render such certification untrue, including the arrest indictment, or investigation of any individual providing such services.
- 7.4. **COMPLIANCE WITH PROCEDURES:** The Contractor shall comply with all procedural instructions that may be issued from time to time by PWCS. However, the terms and conditions of the contract will not change.
- 7.5. **CONFIDENTIALITY:** Contractor shall ensure the complete confidentiality of any and all information provided by PWCS, and gathered and developed by Contractor in the performance of this Contract. The material gathered, used and developed shall not be provided to any other party without the expressed written approval of the Supervisor of Purchasing.
- 7.6. **CONTRACT PRICES:** Contract prices shall be in the form of a firm-fixed delivered unit price for each item during the contract period. All contract prices shall be for the complete delivery to PWCS. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to PWCS.
- 7.7. **COORDINATION OF SERVICES:** The Contractor shall plan and coordinate the delivery of services with the individual school.
- 7.8. **DELIVERY:** All freight and insurance charges related to the delivery of all material to and from the school are to be borne by the Contractor, and included in the firm, fixed delivered unit price.
- 7.9. **EXTRA CHARGES NOT ALLOWED:** The contract 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 shipment to multiple locations.
- 7.10. **INSURANCE:** By signing and submitting this contract, the Contractor certifies that it will have the following insurance coverage at the time the work commences. Additionally, that will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of the contract, PWCS reserves the right to require the Contractor to furnish certificates of insurance for the coverage required by PWCS and the Commonwealth of Virginia as indicated below:
- 8.1.1 Workers Compensation – Statutory requirements and benefits.
 - 8.1.2 Employer's Liability - \$100,000.
 - 8.1.3 Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, and where applicable to the project (as determined by PWCS), Products and Independent Contractors. The general aggregate limit shall apply to this project. Prince William County School Board is to be named as an additional insured with respect to the services being provided.
 - 8.1.4 Automobile Liability - \$1,000,000 per occurrence.

7.11. METHOD OF ORDERING:

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

7.11.2. Procurement Card orders and payments may be made by the use of a Prince William County Schools "Procurement" and/or "Single Use" Card. The Procurement and/or Single Use Card is currently a Master Card. Contractors are encouraged to accept this method of order and payment.

7.12. OWNERSHIP OF PRINTING MATERIALS: All artwork, camera-ready copy, negative, dies, photos, and similar materials used to produce a printing job shall become the property of PWCS. Any furnished materials shall remain the property of PWCS. All such items and materials shall be delivered to the ordering PWCS in usable condition after completion of the work, and prior to submission of the invoice for payment.

7.13. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that they may utilize, using their best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees to be fully responsible for the acts and omissions of their subcontractors and of persons employed by them as they are for the acts and omissions of their own employees.

7.14. PRINTING PICK-UPS/DELIVERIES: Contractor shall be responsible for all pick-ups and deliveries of all materials.

7.15. WARRANTY: The Contractor agrees that the goods or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives any customer for the goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to PWCS by any other clause of this solicitation.

GENERAL TERMS AND CONDITIONS
(Revised 6/11/14)

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/Officer 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/officer'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.

CONDITIONS OF BIDDING/OFFERING

2. **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 § 2.2-4301.3.b.3 of the Virginia Public Procurement Act.
3. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, PWCS will publicly post such notice on the Purchasing Web site, <http://purchasing.departments.pwcs.edu/> for a minimum of 10 calendar days except in emergencies.
4. **CLARIFICATION OF TERMS:** If any prospective Bidder/Officer has questions about the specifications or other solicitation documents, the prospective Bidder/Officer 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.
5. **DEBARMENT STATUS:** By submitting their bid/proposal, the Bidder/Officer 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/Officer an agent of any person or entity that is currently so debarred.
6. **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 initiated 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 16 below, and the bidder will be required to perform if his or her bid is accepted.
7. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bid/proposal, Bidders/Officers 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/Officer, 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.

8. **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.

- 8.1 In the event of a delay school opening, all times shall remain as stated in the Invitation for Bid/Request for Proposal.
- 8.2 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.
- 8.3 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.
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/Officer 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/Officer withdraw or modify non-responsive portions of a bid/proposal, which do not affect quality, quantity, price or delivery schedule.
11. **OFFICIAL NOT TO BENEFIT:**

- 11.1 Each Bidder/Officer 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 debatement, recession of the contract, or recovery of the cost of the financial benefit from the contractor, recipient, or both.

11.2 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.

11.3 In the event the Bidder/Officer 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/Officer 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.

12. **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).

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

14. **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.

15. **VENDOR REGISTRATION:** All vendors desiring to provide goods and/or services to PWCS shall register on-line at <http://purchasing.departments.pwcs.edu/>. Failure to register will result in the bid/proposal being non-responsive unless good cause is shown for the failure to register.

16. **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/officer 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.

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. **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.

19. **USE OF BRAND NAMES:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders/Officers 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/Officer 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/Officer 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.

CONTRACT PROVISIONS

20. **ANTI-DISCRIMINATION:** By submitting their bid/proposal, the Bidder/Officer 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 20.1 and 20.2 below apply:

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

20.1 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.
- 20.2 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.
- 20.3 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.
- 20.4 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.
21. **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.
22. **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.
23. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of PWCS.
24. **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 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 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.
25. **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.
26. **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.
- 26.1 It is the Contractor's responsibility to notify the public body(s) of the availability of the contract.
- 26.2 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.
- 26.3 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.
27. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees as follows:
- 27.1 Provide a drug-free workplace for the Contractor's employees.
- 27.2 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.
- 27.3 State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.
- 27.4 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.
28. **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.
29. **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.
30. **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.

31. **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.

32. **NON-DISCRIMINATION OF CONTRACTORS:** Any potential Bidder/Offeror, or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations are also protected from discrimination on the basis of religious character as provided below.

32.1 Faith-based organizations may enter into contracts with PWCS on the same basis as any other nongovernmental source may do so without impairing the religious character of such organization and without diminishing the religious freedom of the beneficiaries of assistance provided under such contracts.

32.2 PWCS shall not impose conditions on contracts that restrict the religious character of the faith-based organization, except that money paid to the faith-based organization by or on behalf of PWCS will not be spent for religious worship, instruction, or proselytizing.

32.3 Any faith-based organization awarded a contract by PWCS shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by PWCS.

32.4 Faith-based organizations retain the right to employ persons of a particular religion to perform work connected with the carrying on by such organization of its activities.

32.5 If an award of contract is made to a faith-based organization, and an individual who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, PWCS shall offer the individual, within a reasonable period of time after the date of objection, access to equivalent goods, services, or disbursement from an alternative provider.

32.6 Any faith-based organization that is awarded a contract to provide goods, services, or disbursements to individuals shall also provide to such individuals a notice in bold face type that states: "Neither the public body's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider."

33. **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.

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

35. **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:

35.1 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.

- 35.2 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.

36. **TERMINATION FOR CONVENIENCE:** PWCS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Supervisor of Purchasing determines that such a termination is in the best interest of PWCS. Any such termination shall be effected by delivery to the Contractor, at least ten (10) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the Contractor must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

37. **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.

- 37.1 Cost estimates relating to a proposed transaction prepared by or for a public body shall not be open to public inspection.
- 37.2 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.
- 37.3 Bids and proposal records shall be open to the public only after award.
- 37.4 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.
- 37.5 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.

- 37.6 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.

DELIVERY/PAYMENT PROVISIONS

38. **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.
39. **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.
40. **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/Offeror, 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/Offeror does not violate any of the prohibitions of Title 15 of the U.S.C. or Section 1263.
41. **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.
42. **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.
43. **PAYMENT TO SUBCONTRACTORS:**
- 43.1 A Contractor awarded a contract under this solicitation is hereby obligated to:
- 43.1.1 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
- 43.1.2 Notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason for such.
- 43.2 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.
- 43.3 The provisions of 44.1 through 44.3 apply to each subcontractor 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.

44. **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/Officer 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/>.

45. **TRANSPORTATION AND PACKAGING:** By submitting their bids/proposals, all bidders/officers certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

BIDDER/CONTRACTOR REMEDIES

46. **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.

47. **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/officers 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.

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

49. **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.

50. **EXHAUSTION OF ADMINISTRATIVE REMEDIES:** No potential Bidder/Officer 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.

51. **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 Bid Protest Officer no later than ten (10) calendar days after public notice of the award or the announcement of the decision to award, whichever occurs first. Any potential 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 Bid Protest Officer shall issue a decision in writing within ten (10) calendar days of the receipt of the protest stating the reasons for the action taken. 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.

51.1 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.

51.2 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.

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

52. **RESPONSIBILITY FOR SUPPLIES TENDERED:** Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification 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 his or her risk and expense or dispose of them as its own property.

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: PREMIER AGENDAS, LLC

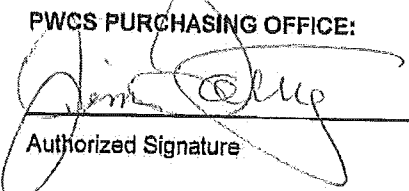

Authorized Signature

Amy Fuss
Type Name

Assistant Secretary
Title

06/15/2016
Date

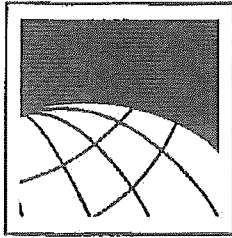
PWCS PURCHASING OFFICE:


Authorized Signature

Jim Totty, CPPO, C.P.M.
Type Name

Supervisor of Purchasing
Title

6/15/16
Date



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.

Premier Agendas, LLC

Company Name
400 Sequoia Drive, Suite 200
Bellingham, WA 98226

Company Address

Amy Fuss

Print Name of Authorized Representative

Amy Fuss

Authorized Representative Signature

R-KS-16023 Student Planners

Purchase Order/Contract/Solicitation #

Bids: 800-554-7632

Cust. Serv: 800-447-2034

Company Phone Number

Assistant Secretary

Authorized Representative Title

06/15/2016

Date

Revised 7/23/2014

Pricing is for Premier's Classic pl_____ or line (upgrades available)
Price includes 4 handbook pages

AMENDED/NEGOTIATED PRICING: No extra charges shall be allowed.

Size	Quantity	Unit of Issue	Cover	Firm-Fixed-Delivered Unit Price
5" x 8"	1-2500	Each	Standard/Hologram	\$ 1.19 CLAH-B5
5" x 8"	2501+	Each	Standard/Hologram	\$ 1.09 CLAH-B5
5" x 8"	1-2500	Each	Custom Cover	\$ 1.29 CLAH-B5
5" x 8"	2501+	Each	Custom Cover	\$ 1.19 CLAH-B5
7" x 9"	1-2500	Each	Standard/Hologram	\$ 1.69 CLAP-B10, CLAE-M10, CLAM-M10, CLAM-B10
7" x 9"	2500+	Each	Standard/Hologram	\$ 1.59 CLAP-B10, CLAE-M10, CLAM-M10, CLAM-B10
7" x 9"	1-2500	Each	Custom Cover	\$ 1.79 CLAP-B10, CLAE-M10, CLAM-M10, CLAM-B10
7" x 9"	2500+	Each	Custom Cover	\$ 1.69 CLAP-B10, CLAE-M10, CLAM-M10, CLAM-B10
7" x 11"	1-2500	Each	Standard/Hologram	\$ 1.69 CLAP-B10, CLAE-M10, CLAM-M10, CLAM-B10
7" x 11"	2500+	Each	Standard/Hologram	\$ 1.59 CLAP-B10, CLAE-M10, CLAM-M10, CLAM-B10
7" x 11"	1-2500	Each	Custom Cover	\$ 1.79 CLAP-B10, CLAE-M10, CLAM-M10, CLAM-B10
7" x 11"	2500+	Each	Custom Cover	\$ 1.69 CLAP-B10, CLAE-M10, CLAM-M10, CLAM-B10
8-1/2" x 11"	1-2500	Each	Standard/Hologram	\$ 1.69 CLAP-B10, CLAE-M10, CLAM-M10, CLAM-B10
8-1/2" x 11"	2500+	Each	Standard/Hologram	\$ 1.59 CLAP-B10, CLAE-M10, CLAM-M10, CLAM-B10
8-1/2" x 11"	1-2500	Each	Custom Cover	\$ 1.79 CLAP-B10, CLAE-M10, CLAM-M10, CLAM-B10
8-1/2" x 11"	2500+	Each	Custom Cover	\$ 1.69 CLAP-B10, CLAE-M10, CLAM-M10, CLAM-B10
3 Hole Punch Option: Add \$ _____ per School Planner x 1,000 = Included				\$
Application Planner Option: Add \$ _____ per app x 10 = 20% off \$100 = \$80/school See upgrade options				\$ 800.00/ 10 schools
GRAND TOTAL AMOUNT with Shipping *Total Amounts are based on quantities of 2500 per row.				\$ 62,600.00

VENDOR NAME: PREMIER AGENDAS

DATE: 06/02/2016

SIGNATURE: Amy Fuss

PRINTED NAME: Amy Fuss

**Shipping is included in our bid pricing. Orders will be shipped under Premier's UPS account.



02/29/2016

Prince William County Public Schools
Attn: Purchasing Office
RFP #R-KS-16023
14715 Bristow Road
Manassas, VA 20112
Attn: Financial Services/Purchasing Room #1500

ORIGINAL

Account # 432668

RE: R-KS-16023 Student Planners

Dear Karen,

On behalf of Premier Agendas, LLC, it is my pleasure to submit the enclosed bid response for your consideration. In addition to the requested forms, please review our "Response to Specifications" document for additional details about the products that we bid.

Pricing will be valid from 07/01/2016 – 06/30/2017
Please refer to our bid/contract #: 7780171250.

For over 30 years, Premier has served the education marketplace by helping students succeed through the development of personal, social, and organizational skills. Our array of student agendas, along with our corresponding selection of content supplements, online resources, tools for educators, and training programs are based on proven principles of personal effectiveness.

Premier is privileged to be a part of the education process and strives to be your partner in student success. We look forward to hearing from you soon. Should you have any questions or concerns regarding our response, do not hesitate to contact me.

Sincerely,

Brett Spangle
Bid Coordinator
920-243-5261

Bids: bidwestnotices@schoolsspecialty.com Ph: 800-554-7632 Fax: 800-675-1775

Orders: Premier Agendas, LLC 400 Sequoia Drive, Suite 200 Bellingham, WA 98226
Ph: 800-221-1165 Fax: 800-886-8776 Web: www.premier.us

Remittance: Premier Agendas, LLC 32656 Collections Center Drive Chicago, IL 60693-0326
Ph: 800-447-2034 Fax: 800-886-8776 service.psd@schoolsspecialty.com



PREMIER CONTACT INFORMATION

Your Sales Consultant:

Steven Lichtenstaedter
Premier Agendas, LLC
400 Sequoia Drive, Suite 200
Bellingham, WA 98226
Cell: 914-365-0414
Fax: (800) 886-8776
Email: steven.lichtenstaedter@schoolspecialty.com

POs and Order Forms:

Premier Agendas, LLC
400 Sequoia Drive, Suite 200
Bellingham, WA 98226
Phone: (800) 221-1165
Fax: (800) 886-8776
Email: e-orders.psd@schoolspecialty.com

Bids:

bidnotices@schoolspecialty.com
School Specialty, Inc.
W6316 Design Dr.
Greenville, WI 54942
Phone: (800) 554-7632
Fax: (800) 675-1775

Customer Care:

Premier Agendas, LLC
400 Sequoia Drive, Suite 200
Bellingham, WA 98226
Phone: (800) 447-2034
Fax: (800) 886-8776
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Prince William County Public Schools

RFP # R-KS-16023 for Student Planners

Submitted by: Premier Agendas, LLC / School Specialty, Inc.



Response to Specifications

Any deviations and/or clarifications to your bid specifications are listed below:

Term: If awarded, pricing will be valid from **07/01/2016 – 06/30/2017** with an option to renew an additional 5 years with mutual consent. *Subject to continued availability of product line bid.

Product: Premier is bidding our Classic Planner line with options to upgrade to other planner designs and supplements.

The Classic Planner is a high-quality, simple solution for basic planning needs. In addition to calendars, it contains student support information, including weekly character and behavioral check-ins and age-appropriate academic information such as spelling words or word definitions. The Classic Planner features support resources for educators and families that is unmatched by other company's basic planners. The planner is colorful (full color), and has an easy-to-follow format with plenty of recording space.

Classic Planner Key Features:

- onTRAC® User Guide
- Weekly Character Prompts
- Calendar Pages: School Talk, Words of the Week (P/E), What Matters Most, Best Book (P/E/M) and Read Me! (E/M), Fill-in Subject Area (E/M)
- Family Guide (P/E); User Guide (M/H); To get families involved
- Planning & Organization Tips
- Reading Goal Pages (P/E)
- Goal Setting Worksheets (M/H)
- Daily Hall Pass (Middle)
- Hall Pass Sheet (Middle/High School)
- Notes Pages (High School)
- Resource Section
- Option to choose free outside covers with themes like Being Respectful, Anti-Bullying, etc.
- Sturdy, clear plastic continuous coil binding on the left side

NOTE: School specific content such as custom handbook pages, name/logo, custom covers, other Premier supplemental content and enhancements like pouches, etc. may be added to the Classic Planner. These will incur an additional charge unless otherwise specified in our bid.

Please refer to the samples, Order Guide, and www.premier.us/classic for additional information.

Prince William County Public Schools

RFP # R-KS-16023 for Student Planners

Submitted by: Premier Agendas, LLC / School Specialty, Inc.



Primary School Planner

Products Bid:

CLAP-B10 Premier Classic Primary School Planner, 8" x 10" *New in 2016!*

Features: The base bid price includes:

- The base planner with 128 full color pages, including the key features listed earlier
- Block layout (matrix is not available in our primary planner)
- (2) laminated, custom print covers
- (4) Handbook pages (2 sheets)

Elementary School Planner

Products Bid:

CLAE-M10 Premier Classic Elementary School Planner, 8" x 10" *New in 2016!*

Features: The base bid price includes:

- The base planner with 128 full color pages, including the classic features listed earlier
- Matrix layout
- (2) laminated, custom print covers
- (4) Handbook pages (2 sheets)

Middle School Planner

Products Bid:

CLAM-M10 Premier Classic Middle School Planner, Matrix Layout, 8" x 10" *New in 2016!*

CLAM-B10 Premier Classic Middle School Planner, Block Layout, 8" x 10" *New in 2016!*

Features: The base bid price includes:

- The base planner with 130 full color pages, including the key features listed earlier
- (2) laminated, custom print covers
- (4) Handbook pages (2 sheets)
- Includes 2 hall pass pages

High School Planner

Products Bid:

CLAH-B5 Premier Classic High School Planner, 5" x 8"

Features: The base bid price includes:

- The base planner with 154 full color pages, including the key features listed earlier
- Block layout (matrix is not available in our high school planner)
- (2) laminated, custom print covers
- (4) Handbook pages (2 sheets)
- Includes 2 hall pass pages

Prince William County Public Schools
RFP # R-KS-16023 for Student Planners
Submitted by: Premier Agendas, LLC / School Specialty, Inc.



Extra Handbook Pages

The price for extra custom print pages depends on the planner model. Refer to pricing grid for detailed pricing.

Planner Upgrade, Supplements and Enhancements: Please refer to the Upgrade Options List, Order Guide, and our website www.premier.us for information on additional planner designs, options, supplements, and enhancements. For example, we offer bilingual planners and Spanish supplemental resource pages.

Delivery Schedule: Delivery is approximately 45 days following written approval of the student planner proof. Please contact your Sales Consultant to request a current delivery schedule at the time of your order.

Shipping and Handling: All shipping and handling costs have been included in our bid prices.

Contacts: We have attached a list of contacts for your convenience.



The enclosed samples are part of the Premier Agendas, LLC submittal for:

Customer Name: Prince William County Public Schools
Customer Bid Title: R-KS-16023 Student Planners
Bid Due Date: Wed. Mar. 2, 2016 @ 2PM
Purchasing Contact: Karen Sobers,
Premier Bid #: 7780171250

Our samples include:

CLAH-B5 Standard Cover
CLAH-B5 Customized Cover
16/17 Classic Planner Sampler

NOTE: Our sealed bid documents will be shipped separately, to arrive before the bid opening.

Bids: bidwestnotices@schoolspecialty.com Ph: 800-554-7632 Fax: 800-675-1775

Orders: Premier Agendas, LLC 400 Sequoia Drive, Suite 200 Bellingham, WA 98226
Ph: 800-221-1165 Fax: 800-886-8776 Web: www.premier.us

Remittance: Premier Agendas, LLC 32656 Collections Center Drive Chicago, IL 60693-0326
Ph: 800-447-2034 Fax: 800-886-8776 service.psd@schoolspecialty.com

Specification Sheet: Classic Planner – High School Edition

Product Name: Classic Planner

Product Code: CLAH-B5

Size: 5"x8"

Page Count: 154 Full Color Pages

Format: onTRAC Block (Horizontal)

Start/End Dates: 8/1/16 – 7/2/17

Interior Text Stock: 50 lb. offset recyclable paper; Brightness: 90-92, Opacity: 90-92; rectangular shape with rounded corners

Cover Stock: Premier has various stock covers available for customer selection:

- Premier Prima-Vue Covers: Feature multiple scenes, 15 pt. Lenticular stock
- Premier PolyIce Covers: Feature multiple scenes in full color, 15 pt. Polypropylene stock

Other covers available for a charge:

- Semi-Custom and Custom Covers (1-4 spot colors & full color process), C1S stock, 12 pt. 1.7 mil polyethylene lamination per side
- Custom Duracover (1-4 spot colors & full color process), 17pt. Polyethylene white stock
- Foil-Stamp Duracover (various cover & foil colors available), 20pt. Polyethylene stock
- Prima Tuf Back Cover, 55pt. Polyethylene clear stock

Binding: Clear Plastic Spiral Coil, 6mm gauge pitch, .076 thickness

Monthly Calendar Features: Format is two-page-per-month, Holidays Listed, Interspersed through weekly calendars, Full-color pages.

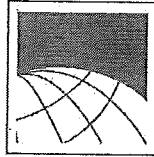
Weekly Calendar Features: Format is two-page spread displays a full 7-day week-at-a-glance and features Monthly mini calendar, Weekly information based around themes: What Matters Most and School Talk.

onTRAC® Planning System: Incorporated into the monthly and weekly sections of the planner, as well as an onTRAC® User Guide at the front of the planner. onTRAC® Planning System helps students develop planning skills to maximize the benefit of planning with minimal time and effort in four easy steps: THINK, RECORD, ACT, CHECK.

Reference Pages: High School Edition 24 full-color reference pages include:

The High School Resources pages include: Study Skills & Test Tips, Cyber Safety, Communication, The Writing Process, References, Parts of Speech, Punctuation, Spelling Rules, Mathematics, Multiplication table, Geometry, Trigonometry, Physics, Periodic Table, Solar System, Health and Nutrition, Human Skeletal System, Government, World Map, North American Map, Career Preparation, Credit Tracker, Record of Achievement ... and more!





Prince William County

PUBLIC SCHOOLS

Providing A World-Class Education

REQUEST FOR PROPOSAL

ISSUE DATE: February 3, 2016

RFP #: R-KS-16023

TITLE: Student Planners

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

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

All questions/requests for information must be submitted in writing, addressed to: Prince William County Schools Purchasing Office, ATTN: RFP No. R-KS-16023, 14715 Bristow Road, Manassas, VA 20112 and to be assured consideration, must be received prior to **4:00 PM, February 17, 2016**. Questions may be submitted by fax to (703) 791-8610, or email to **Karen Sobers, CPPB, Buyer** (sobersk@pwcs.edu). After reviewing any questions/requests submitted, the PWCS Purchasing Office will issue an addendum to respond to items it deems necessary. Changes to this RFP will be made only by written addendum issued by the PWCS Purchasing Office.

PROPOSALS MAILED SHALL BE SENT DIRECTLY TO:

Prince William County Public Schools
Attn: Purchasing Office
Financial Services/Purchasing Room #1500
RFP #R-KS-16023
P.O. Box 389
Manassas, VA 20108

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

Prince William County Public Schools
Attn: Purchasing Office
RFP #R-KS-16023
14715 Bristow Road
Manassas, VA 20112
Attn: Financial Services/Purchasing Room #1500

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

Information the Offerors deems proprietary is to be included in the proposal in the separate section of the proposal identified and included in (TAB 7) of the proposal response. See Proposal Submission Requirements, Section 7.12, in this RFP for additional information.

Proprietary Information Enclosed: _____ YES ☒ NO

All proposed exceptions to this RFP, and any proposed changes to the contract documents or terms and conditions, are to be included in (TAB 8) of the proposal response. See Proposal Submission Requirements Section 7.13, in this RFP for additional information.

Proposed Exceptions to the RFP: _____ YES ☒ NO

REQUEST FOR PROPOSALS 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 F1487687. (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: Premier Agendas, LLC (School Specialty, Inc)

Mailing Address:

Business: W6316 Design Drive Greenville, WI 54942

Operations: 400 Sequoia Drive, Suite 200 Bellingham, WA 98226

Phone: () Bids: 800-554-7632, Cust. Serv: 800-447-2034

Email Address: bidwestnotices@schoolspecialty.com

Tax Identification (FIN/SSN#): 39-0971239

Typed/Printed Name: Amy Fuss

Date: 03/01/2016

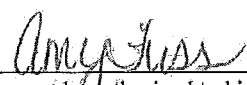
Remittance Address (If Different):

32656 Collection Center Drive

Chicago, IL 60693-0326

Fax: () Bids: 800-675-1775, Cust. Serv: 800-886-8776

Contact Person: Bid Team

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

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 Student School Planners to various schools in Prince William County on an "as needed basis" in accordance with the following minimum specifications, performance requirements, and all the terms and conditions herein. The Offeror is required to meet each of the recommended requirements listed below.

5.1. **Mandatory Requirements:** Mandatory provisions of this Request for Proposals are items the Offeror must be able to do or provide and are indicated by the inclusion of the words "shall" or "must" to identify the contractor's obligations.

5.1.1. Contractor shall provide, on an "as needed" basis, student school planners for approximately 59 elementary schools, 16 middle schools and 12 high schools, 3 special education schools, 2 alternative schools and 3 combined schools. The student enrollment on September 30, 2015 was 87,253 pupils. The Offeror must have the ability to provide planners for other schools and/or future school sites.

- Premier is able to provide agendas not only for the 95 schools in the Prince William County Public School District, but also many other counties that may choose to order from us under this contract. Premier prints upwards of 11 million agendas annually. The majority of this printing is done between the months of May and August. Although we do keep a supply of "basic" books (non-customized planners) on hand, for the most part we do not print until we have the final customized materials from the school. These materials could arrive months ahead of time, or as much as 6 weeks before the anticipated delivery date.

5.1.2. Contractor shall provide planners that are pre-dated following the PWCS' school academic year.

- Premier Foundations, The 101, The 101 Bilingual, Classic, Versatile, Faith and Life, Student Learning that Works!, Hammond & Stephens, Professional Planning that Works!, Legacy Educator Planner and Premier Esteem are pre-dated to flow within the school calendar year. An early start month extender is available (see our Enhancement page).

5.1.3. Contractor shall provide a variety of planner sizes (i.e. 5" x 8", 7" x 9", 7" x 11", 8-1/2" x 11") as identified in Section 5.3, Preparation Requirements A-F.

- Premier has a variety of planner sizes based on each line of agendas. The main sizes we produce are: 5"x8", 7"x9", 8"x10", & 8.5"x11". (There is also a 7"x11" H&S -Undated & Dated)

5.1.4. Contractor shall provide, in the technical proposal, a technical description of the materials used in each product offered. Said descriptions shall include, but are not limited to, standard number of pages included in each planner (not including handbook pages), paper/card stock/cover stock weights, type of printing (i.e. full color, black and white), description of binding materials, etc.

- Listed below are technical descriptions of our general products being offered. The table directly below is of all the products with their # of pages (not including handbook pages), product code, types of printing, & # of reference pages included already in the planner.

Product	Product Code	# of Pages	Types of Printing	Reference Pages
Premier Esteem, Primary	ESTP-B10	144	Full Color	16
Premier Esteem, Elem	ESTE-M10	144	Full Color	16
Premier Esteem, MS	ESTM-M10	144	Full Color	16
Premier Esteem, HS	ESTH-B5	168	Full Color	24
The 101, English/Spanish Bilingual, Primary	11SP-B10	144	Full Color	16

Product	Product Code	# of Pages	Types of Printing	Reference Pages
The 101, English/Spanish Bilingual, Elem	11SE-M10	144	Full Color	16
The 101, English/Spanish Bilingual, MS	11SM-M10	144	Full Color	16
The 101, Primary	101P-B10	144	Full Color	16
The 101, Elem	101E-M10	144	Full Color	16
The 101, MS	101M-M10	144	Full Color	16
The 101, HS	101H-B5,101H-M10	152,144	Full Color	24
Classic, Primary	CLAP-B10	128	Full Color	16
Classic, Elem	CLAE-M10,CLUE-M10	128,128	Full Color	16
Classic, MS	CLAM-M10,CLAM-B10,CLUM-M10	130,130,130	Full Color	16
Classic, HS	CLAH-B5,CLUH-B5	154,154	Full Color	24
Classic Mini, HS	CLAH-B4	156	Full Color	24
Classic Mini, EMH	CLNO-E10	112	Full Color	0
Faith and Life, Primary	FLIP-B10	144	Full Color	16
Faith and Life, Elem	FLIE-B10	144	Full Color	16
Faith and Life, MS	FLIM-M10	144	Full Color	16
Faith and Life, HS	FLIH-B5	168	Full Color	24
Foundations, Primary	FOUP-B10	144	Full Color	16
Foundations, Elem	FOUE-M10,FOUE-B10	144,144	Full Color	16
Foundations, MS	FOUM-M10,FOUM-B10	144,144	Full Color	16
Foundations, HS	FOUH-B5	168	Full Color	24
SLTW, Elem	SLWE-M10	184	Full Color	16
SLTW, MS	SLWM-M10	184	Full Color	16
SLTW, HS	SLWH-B5	192	Full Color	24
Versatile, 5x8	VERS-V5	From 64 to 384	1 or 2 Colors of Choice	Over 100 to choose from
Versatile, 7x9	VERS-V7	From 64 to 264	1 or 2 Colors of Choice	Over 100 to choose from
Versatile, 8x10	VERS-V10	From 64 to 240	1 or 2 Colors of Choice	Over 100 to choose from

- **Paper Stock:** Premier uses 50 lb. opaque offset recyclable paper, Brightness: 90-92, Opacity: 90-92. We do not generally provide a variety of options in paper stock.
- **Bindings:** Premier generally uses clear plastic coil to bind our student planners.
- **Covers:** As stated elsewhere in our proposal, Premier offers a wide variety of covers – from standard designs to fully customizable (and designed) by the school. Our laminated covers consist of 12pt. Cornwall, 1.5 mill lamination per side. Our DuraCovers consist of 20pt. Polypropylene material & our PolyIce Covers consist of 17pt. Polypropylene material.
- **Delivery:** Premier has many different delivery options to suit each school. If a school needs planners in a hurry or just needs a handful for a meeting or “parents night” prior to delivery, Premier can send Basic agendas (not customized) out within 7-10 days of receiving the request.

- **Additional Enhancements/Supplements:** Included in the pricing section is a list of "Enhancements" available for purchase. Most are coiled directly in the planner during the production process. Samples will be shipped separately from this bid, but will arrive before bid opening.
- **Type Style/Sizes:** We have a wide variety of fonts and type sizes to suit your needs. In addition, if Premier is typesetting or is provided cover/handbook materials on disk, we are generally able to match every type font/size received on the disk.
- **Trim Sizes:** Planners are available, trimmed, in the following sizes: 5"x 8"; 7" x 9"; 7" x 11"; 8" x 10"; and 8.5" x 11".
- **Graphics:** Premier provides a library of black and white logos/graphics that schools can choose to have printed on their covers and/or title pages. We are also able to print most graphics provided to us by a school (as long as copyrights are not compromised). The best way to send us graphics is in a black and white form, with no shadings, printed on a laser jet printer. Even if a logo/graphic is being placed on the cover and printed in color, B&W is still the best mode of submission to Premier.
- **Use of Color:** Premier has a wide range of colors available for printing on customized covers and/or planner pages (versatile planners only). Enclosed with this bid is a color chart that shows the standard colors you are able to utilize in your order. If a color is not on the chart, we can do a "special match" for an additional color charge (please see "Cover Prices" pricing page for more details).
- **State of the Art Production Services:** Premier's printing/production equipment is often updated to ensure we have the newest and modern technology available to us. Our plants are consistently working to innovate and create new ways to more efficiently produce high quality agendas.

5.1.5. Contractor shall provide a school handbook in each planner, if requested.

5.1.5.1. Number of handbook pages shall be unlimited.

- Premier is able to provide each school's handbook in their planner, if they request a handbook. Premier is able to print an unlimited amount of pages for inclusion in the planner. Please see pricing section for information on per-page pricing.

5.1.5.2. Contractor shall accept and process camera-ready pages.

- Premier will accept and process camera-ready pages from the customer. Premier also offers the option to upload your custom materials via our Online Materials Submission tool (OMS). This is available on our main webpage (www.premier.us) under the Customer Service tab. Our Customer Service team is fully trained and available to assist in the uploading process of your materials.

5.1.5.3. Contractor shall provide typesetting for the handbook.

- Premier is able to provide typesetting on the handbook. We generally encourage schools to submit Camera Ready Art (pages that are ready to go to print) as it lessens the potential for error, and gives the customer control of what the finished product will look like. However, we do provide typesetting services. Generally a small typesetting job (such as placing a name and logo, setting up a title page, or a minor year revision) can be done at no charge. We do charge for in-depth typesetting jobs. Please see pricing section for further information on these charges.

5.1.6. Contractor shall provide additional handbook pages, content supplements and/or planner enhancements to include, but not limited to, maps, math measurements/conversions/equations, periodic table of elements, etc. when requested.

- **Premier** offers a library of more than 100 highly informative and useful resource pages to help tailor the school's needs. The resource pages will count as part of the total handbook pages and can be placed throughout the planner. Please note that many of the agenda lines including: Premier Foundations,

The 101, Classic, The 101 Bilingual, Student Learning That Works!, Premier Esteem, and Faith and Life already include a pre-selected reference section including things like: study skills, test skills, spelling, grammar, punctuation, math, periodic table, world maps, etc. Premier also has a number of new and exciting supplements that can be added to any planner order. For many of the supplements ranging from grades K-12, Premier is the Sole Source Provider. You won't find these supplements at any other agenda company. To find the pricing and a list of these supplements, please see the pricing section under "Supplements" and "Enhancement & Other Items."

5.1.7. A) Contractor shall make available a teacher's edition of the planner (hard copy) and B) an optional electronic version (App) of the teacher's edition (PDF format). Offeror shall provide in detail how these options will be provided/function.

- Premier has Teacher Edition planners available for purchase in all product lines. There is no difference between a Teacher Edition and a Student Edition. Premier also has additional products for educators. Professional Planning that Works – featuring McREL, is a spacious planner that incorporates proven "teaching strategies". The Legacy Planner is a midsize (7"x9") agenda featuring planning for the educator, along with monthly inspirational and appreciation for the important job of the educator. Digital Fillable PDF can be purchased for the Classic and Esteem planner lines. Please see bid upgrade options attached.

5.1.8. Contractor shall provide a variety of supplemental materials for teacher's edition planners to include, but not limited to, grade books, lesson plans, seating charts, etc.

- Teacher Editions can also be customized with Record Charts, Lesson Plans and Seating Charts. Any enhancement that the student editions have, the teacher edition is also available to receive.

5.1.9. Contractor shall provide a variety of front and back covers.

5.1.9.1. Contractor shall provide standard front and back covers.

- Premier is able to provide a variety of front and back covers for each of the school's needs. Please see the samples provided in this proposal, as well as the 2016/2017 Premier Catalog, for a list of the different cover options available. Schools will not be charged for covers with white ink; however, black ink will be charged as a color. To find the pricing for this, please see the pricing section under "Cover Prices".

5.1.9.2. Contractor shall provide a variety of camera-ready covers which may be personalized (i.e. typeset with school name and mascot) upon request.

- Premier has a selection of camera-ready covers to choose from. Premier offers Semi-Custom Covers with different designs to choose from. We are able to typeset the school name and/or logo into these covers. Please see the pricing section, "cover prices" for prices. You may also view the Premier Semi-Custom Covers in the 2016/2017 Premier Catalog.

5.1.9.3. Contractor shall provide custom-designed, laminated front and back covers.

- Premier has multiple Custom Covers to choose from or Premier can provide custom designed, laminated covers. Premier's experienced art department can help with the design and layout if desired. The school can also send us camera-ready art – either on disk and/or hard copy. Our Art Prep department can work with most computer programs.

5.1.10. Contractor shall provide clear, concise, user-friendly order form and/or quote sheet. Said order form/quote sheet shall include, but is not limited to, description of item(s), unit cost, quantity requested, extended cost, quantity or incentive discounts, materials due dates, as-applicable, vendor and school contact information. **Contractor shall provide a sample order form/quote sheet with the technical proposal.**

- Premier has included a sample of two of our current order forms that would be used to write up an order between the School and Premier. The first is to be used for any of our K-12 Planner orders, and the second is to be used when ordering our Premier Versatile Planner. A copy of the order form is always given to the person signing the order and will be on file at Premier if an additional copy is needed. Contractor shall provide experienced representatives; representatives shall collaborate with school personnel on a regular basis to provide support and answer questions regarding production and financial matters pertaining to the individual services required.

5.1.11. The Contractor shall provide a local and/or a toll free telephone number and email address, and shall respond to requests/phone call(s) within two (2) business days.

- Premier is able to provide the school district with, not only an experienced sales representative, but also a locally based sales representative. Additional sales and service support is available via phone at our head office in Bellingham, Washington. Please see the table on the following page for more details:

Name/Position	Phone/Fax	Email
Steven Lichtenstaedter Sales Consultant	Cell (914) 365-0414	steven.lichtenstaedter@schoolspecialty.com
Sales & Customer Support	Office (800) 447-2034 Fax (800) 886-8776	service.psd@schoolspecialty.com
Steven Misenhimer Regional Sales Manager	Office (518) 797-3976 Cell (518) 852-9471	steven.misenhimer@schoolspecialty.com
Bids & Contracts	Office (800) 554-7632 Fax (800) 675-1775	bidwestnotices@schoolspecialty.com

- Premier will respond to requests within 48 hours (our goal is 24 hour or less turnaround). Toll-Free/Local numbers are mentioned above.

5.1.12. All shipping charges shall be included in the firm-fixed delivered unit price. No extra charges are allowed. Delivery shall be made to the location indicated on each purchase order. See Attachment D for a listing of potential delivery sites.

- Premier will provide shipping to Prince William County Public Schools at no additional cost. Premier will deliver to the location indicated on each Purchase Order.

5.2. Delivery: Contractor shall deliver Student Planners to various PWCS school locations on an "as needed, when needed," basis.

5.2.1. Contractor shall coordinate delivery hours with the requesting PWCS school. Contractor is solely responsible for ensuring that deliveries are made within these parameters. Contractor shall deliver student planners within 45 days following written approval of the student planner proof.

- Premier accepts these parameters.

5.2.2. All contract pricing shall include shipping, FOB Destination. If shipping costs are not shown separately, the parties agree that shipping costs are included in the total price to the PWCS. All shipping charges of actual School Planners, or materials needed for production of the Planners, shall be the responsibility of the Contractor.

- All prices are F.O.B. Destination and include all charges that may be incurred in fulfilling the terms of this contract.

5.3. Preparation Requirements: The products detailed in sections A through F are representative of what PWCS is

using. While the specifications do establish minimum standards they are not intended to be restrictive or favor a particular contractor.

Quoted prices will include ALL delivery, typesetting and other required printing costs including the preparation of proofs and the transportation of any required materials intended to be a part of the school agendas for a particular school. Overruns or under runs may not exceed 10% of the order quantity requested by PWCS.

STUDENT PLANNER BOOKS (ALL VERSIONS)

Cover Options - Standard/Holographic or Custom

4/4 Process Color
Coated Cover Stock or equivalent
All sides Laminated
Included place to add each school's name
Back Cover Art supplied by PWCS
Text

4/4 Process Color throughout, except where specified.
Approximately 60# uncoated text throughout.
Binding
Rounded Corners
Spiral Binding.

A. HIGH SCHOOL VERSION (Grades 9-12)

Finished Size 5" x 8"
Finished Size 7" x 9"
Plastic Sleeve (Optional)

Part 1: School Information
Include 28, 32 or 36 pages at the beginning for school-specific information.
Color: 1/1 Black ink

Part 2: Monthly Calendar
August/September 2016 through June 2017
Each Month Covering a two-page spread

Part 3: Weekly Planning Calendar
August/September 2016 through June 2017
Each week covering a two-page spread

B. MIDDLE SCHOOL VERSION (Grades 6-8)

Finished Size 8 1/2" x 11"
Include plastic sleeve in the front to hold papers.
3 Hole-Punch Option

Part 1: School Information
Include 8, 12 or 16 pages at the beginning for school-specific information.
Color 1/1 Black ink

Part 2: Monthly Calendar
August/September 2016 through June 2017
Two months per page

Part 3: Weekly Planning Calendar
August/September 2016 through June 2017
Each week covering a two-page spread

Days of the week divided into subjects, including Math, Science, Social Studies and Language Arts/Reading
With other areas left blank for the student to write a heading.

C. ELEMENTARY SCHOOL VERSION (GRADES K-2)

Finished Size 8-1/2" x 11"

Include plastic sleeve in the front to hold papers.

3 Hole-Punch Option

Part 1: School Information

Include 8, 12 or 16 pages at the beginning for school-specific information.

Color 1/1 Black ink

Part 2: Monthly Calendar

August/September 2016 through June 2017

Each month begins with an overview of the month followed by a weekly schedule.

Each week covers a two-page spread.

D. ELEMENTARY SCHOOL VERSION (GRADES 3-5)

Finished Size 8-1/2" x 11"

Include for plastic sleeve in the front to hold papers.

3 Hole-Punch Option

Part 1: School Information

Include 8, 12 or 16 pages at the beginning for school-specific information.

Color 1/1 Black ink

Part 2: Monthly Calendar

August/September 2016 through June 2017

Two months per page.

Part3: Planning Calendar

August/September 2016 through June 2017

Each week covering a two-page spread.

Days of the week divided into subjects, including Math, Science, Social Studies, and language Arts/Reading with
other areas left blank for the student to write a heading.

E. APP PLANNER

Application to download which mimics the planner at high school and middle school as an option. This may
be supplied in PDF format.

F. GENERIC ELEMENTARY SCHOOL ASSIGNMENT BOOK

Finished Size:

Option 1: Approx. 8-1/2" x 11"

Option 2: Approx. 7" x 11"

Spiral Binding

Cover

4/0 Process Color (front cover prints only)

Coated Cover Stock or Equivalent

All sides laminated

3 Hole-Punch Option

Each page is a grid (table) divided into Subject, Assignment, and Due date.

Subject column is divided into sections for Math, Science, Social Studies, Reading, Language Arts, and

Spelling, with some left blank.

Include space at the bottom for notes from the teacher or parent.

Design should be appropriate for an elementary school student (grades K-5).

5.4. Minimum Requirements:

5.4.1. 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.

- N/A

5.4.2. PWCS may add to the Scope of Services or make changes in the Scope of Services for services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon. The change must be approved by the Supervisor of Purchasing and a Contract Modification issued by the Purchasing Office to change the contract.

- Acknowledged/Understood.

- a) Explain in depth how the Offeror plans to meet each of the requirements outlined in the "Statement of Needs" (Section 5) of this RFP. Sufficient detail shall be provided to demonstrate the Offeror's understanding, ability and/or willingness to satisfy all specified requirements.
- For over 30 years, Premier has served the education marketplace by helping students succeed through the development of personal, social, and organizational skills. Our array of student planners, along with our corresponding selection of content supplements, online resources, tools for educators, and training programs are based on proven principles of personal effectiveness. Premier is always interested in offering and providing the best student planners on the market along with top notch customer service and support. After reviewing the bid and specifications, Premier is confident we can work with the Prince William County Public Schools and each and every school to meet their needs of student planners, student planning & organization, and student development.
- b) Provide the required staffing plan which describes the Offeror's proposed staff distribution to accomplish the services described in the RFP.
- Upon delivery, teachers will issue agendas to students. Teacher may also utilize the lesson plans and relative information available on our website.
- c) Explain customer service, and explain how the Offeror will provide this to PWCS.
- If, for any reason, there is a problem with your Premier order or you are not satisfied with our product or service, please contact Premier's National Sales Support Customer Service at # (800) 447-2034. The National Sales Support Customer Service will remedy the problem and create a solution in which the customer will be satisfied in a timely manner.
- d) Offeror shall provide a detailed description and explanation of products and services offered in response to each requirement listed in the Statement of Needs, Section 5.
- Please refer to section 5.1.4 the previous attachment for responses regarding the Statement of Needs, Section 5.
- e) Offeror shall provide a detailed outline and a step-by-step process of what is required of PWCS to place an order. Include example forms, if applicable, that are to be considered as part of this process.
- Our Premier sales consultant Steve Lichtenstaedter, will call each school who wishes to place an order once we have been awarded the bid. During this conversation all details relevant to each school's agendas will be discussed, agreed upon, and then indicated on the order form. This form will then be emailed to the school for final approval.
- f) Information regarding innovative breakthroughs and any one-of-a-kind programs offered related to Student Planners is encouraged.

- Foundations agenda. Sole-source for this agenda line which is based on "The 7 Habits of Highly Effective Teens".
 - Esteem Agenda. This new programmatic planner focuses on social-emotional development and on the concept of the whole child.
 - Student Learning That Works. This agenda line for which we are also sole-source is based on Robert Marzano's well known text on teaching strategies.
- g) Offeror shall include in the proposal a description of any significant task not listed in the Statement of Needs which they know to be necessary for services to be performed.
- Premier offers additional resources to be included with most planner orders called Enhancements. These options include: Pagefinders, Planning Stickers, Tabs, Hall Pass Pages, CD and Home-School Communicator Pouches. To find the pricing and an extended list of these enhancements, please see the pricing section under "Supplements" and "Enhancement & Other Items."
 - Premier has several standard covers to choose from that are provided at no additional cost to the customer. We have standard Prima-Vue front covers and standard back covers. The Prima-Vue covers are eye catching with their multiple scene 3-D action in full color. As well as the Prima-Vue covers, we also provide Poly-Foil Covers. The Poly-Foil cover is a foil-embossed cover. The last type of standard cover we provide is the sturdy Poly-Ice Cover. The standard back covers available are plain (which only has a Premier Logo at the bottom center, Anti-bullying and Make Good Choices. You can view these on the samples that are included with the proposal. You can also view the selection in the 2016/2017 Premier Catalog.



Premier Agendas, LLC submittal for:

Customer Name: Prince William County Public Schools
Customer Bid Title: R-KS-16023 Student Planners
Bid Due Date: Wed. Mar. 2, 2016 @ 2PM
Purchasing Contact: Karen Sobers,
Premier Bid #: 7780171250

Our samples include:

CLAH-B5 Standard Cover
CLAH-B5 Customized Cover
16/17 Classic Planner Sampler

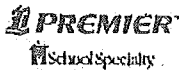
NOTE: Our sealed Samples will be shipped separately, to arrive before the bid opening.

Bids: bidwestnotices@schoolspecialty.com Ph: 800-554-7632 Fax: 800-675-1775

Orders: Premier Agendas, LLC 400 Sequoia Drive, Suite 200 Bellingham, WA 98226
Ph: 800-221-1165 Fax: 800-886-8776 Web: www.premier.us

Remittance: Premier Agendas, LLC 32656 Collections Center Drive Chicago, IL 60693-0326
Ph: 800-447-2034 Fax: 800-886-8776 service.psd@schoolspecialty.com

☐ Extended Order Form



☐ Re-Order ☐ Revised
of S.O. #:

PLANNER ORDER FORM 2016/17

MAIL: 400 Sequoia Drive, Suite 200
Bellingham, WA 98226

CALL: Customer Service: 800.447.2034
Sales Support: 800.221.1165

FAX: _____
Web: www.premier.us

Order #: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____
Primary Contact: _____
Email: _____
Materials Contact: _____
Email: _____

Sales Consultant: _____

☐ Bill To - Same as "School"

☐ Ship To - Same as "School"

Customer #: _____
Bill To: _____
Contact: _____
Address: _____
City: _____ State: _____ Zip: _____

Customer #: _____
Ship To: _____
Contact: _____
Address: _____
City: _____ State: _____ Zip: _____

☐ Special Instructions Sheet attached

☐ Part of Multi-School Combo (see worksheet)
☐ No longer part of Multi-School Combo

PURCHASE ORDER INFORMATION

☐ P.O. #: _____
☐ Hold shipment until P.O. received
☐ P.O. to follow - OK to ship without P.O.
☐ P.O. NOT used - Alt. Funding

IMPRINT DETAILS (S/N, I/C, Q/V, U)

☐ No Imprint
☐ Repeat last year's Imprint
☐ Repeat from SOW:
☐ NEW Logo to follow
☐ New Imprint attached
☐ Use logo:
☐ Name to Read:

OR CUSTOM COVER DETAILS

OFC IFC IBC OBC
☐ Repeat Design ☐
☐ Reverse Colors ☐
☐ Change Date ☐
☐ See Special Instructions ☐
☐ New Design ☐
☐ Attachment with OF ☐
☐ To Follow ☐

COLOR INFORMATION

OFC IFC IBC OBC
☐
☐
☐
☐

☐ Typewriting formatting request
Send in materials two weeks earlier than
standard materials deadline. Extra fee applies.

☒ I authorize Premier to fax/email product
support or promotional information.

Please select the size of your planner(s)		<input type="checkbox"/> 5 x 8	<input type="checkbox"/> 7 x 11	<input type="checkbox"/> 8 x 10
PLANNER	Grade			
	Code			
	Product			
	Quantity			
	Base Price			
Planner Subtotal				
HB	Handbook Option...			
	Add'l HB options...			
	2nd Add'l HB options...			
Handbook Subtotal				
COVERS	Front Cover			
	Surface Colors/Price			
	Inside Front			
	Surface Colors/Price			
	Inside Back			
	Surface Colors/Price			
Back Cover				
Surface Colors/Price				
Cover Subtotal				
ACCESSORIES	Planner Inserts			
Inserts Subtotal				
TOTAL UNIT PRICE				
EXTENDED PRICE				
Subtotal				
FULFILLMENT	Item	Qty	Price	Total
Fulfillment Subtotal				
MISC				
Subtotal				
Shipping (total est)				
% Sales Tax				
TOTAL				

Choose your earliest date to accept delivery: <input checked="" type="checkbox"/> Anytime (preferred) OR <input type="checkbox"/>					
Delivery Date week of:	All Materials Due by:	P.O. Due By:	Delivery Date week of:	All Materials Due by:	P.O. Due By:
<input type="checkbox"/> May 27, 2016	April 5	April 21	<input type="checkbox"/> July 29, 2016	June 7	June 23
<input type="checkbox"/> June 10, 2016	April 19	May 5	<input type="checkbox"/> Aug. 5, 2016	June 14	June 30
<input type="checkbox"/> June 17, 2016	April 26	May 12	<input type="checkbox"/> Aug. 12, 2016	June 21	July 7
<input type="checkbox"/> June 24, 2016	May 3	May 19	<input type="checkbox"/> Aug. 19, 2016	June 28	July 14
<input type="checkbox"/> July 8, 2016	May 17	June 2	<input type="checkbox"/> Aug. 26, 2016	July 5	July 21
<input type="checkbox"/> July 15, 2016	May 24	June 9	<input type="checkbox"/> Sep. 2, 2016	July 19	July 28
<input type="checkbox"/> July 22, 2016	May 31	June 16	<input type="checkbox"/>		

Note: In order to receive the selected delivery date all materials must be received by the "All Materials Due By" date. Changes to the order or adjustments to the materials that are received after submission will also result in a change to the delivery date and may incur additional charges.

A fuel surcharge of up to 10% of the shipping charges may be added in the final invoice.

Shipping Planner (est) _____
Shipping - Fulfillment Items (est) _____

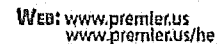
Authorized Customer Signature _____

Print Name _____

Sales Consultant Signature _____

Date _____

Terms:
May 2016 April, February 1.5% per month
Shipping (U.S. only)
Prices based on current Ready & Rite



Email: _____

City: _____

City

☐ Name to Read:

— □ □

Date _____

Form version: 20151029

Prince William County Public Schools

RFP # R-KS-16023 for Student Planners

Submitted by: Premier Agendas, LLC / School Specialty, Inc.



Response to Specifications

Any deviations and/or clarifications to your bid specifications are listed below:

Term: If awarded, pricing will be valid from **07/01/2016 – 06/30/2017** with an option to renew an additional 5 years with mutual consent. *Subject to continued availability of product line bid.

Product: Premier is bidding our Classic Planner line with options to upgrade to other planner designs and supplements.

The Classic Planner is a high-quality, simple solution for basic planning needs. In addition to calendars, it contains student support information, including weekly character and behavioral check-ins and age-appropriate academic information such as spelling words or word definitions. The Classic Planner features support resources for educators and families that is unmatched by other company's basic planners. The planner is colorful (full color), and has an easy-to-follow format with plenty of recording space.

Classic Planner Key Features:

- onTRAC® User Guide
- Weekly Character Prompts
- Calendar Pages: School Talk, Words of the Week (P/E), What Matters Most, Best Book (P/E/M) and Read Me! (E/M), Fill-in Subject Area (E/M)
- Family Guide (P/E); User Guide (M/H); To get families involved
- Planning & Organization Tips
- Reading Goal Pages (P/E)
- Goal Setting Worksheets (M/H)
- Daily Hall Pass (Middle)
- Hall Pass Sheet (Middle/High School)
- Notes Pages (High School)
- Resource Section
- Option to choose free outside covers with themes like Being Respectful, Anti-Bullying, etc.
- Sturdy, clear plastic continuous coil binding on the left side

NOTE: School specific content such as custom handbook pages, name/logo, custom covers, other Premier supplemental content and enhancements like pouches, etc. may be added to the Classic Planner. These will incur an additional charge unless otherwise specified in our bid.

Please refer to the samples, Order Guide, and www.premier.us/classic for additional information.

Primary School Planner

Products Bid:

CLAP-B10 Premier Classic Primary School Planner, 8" x 10" *New in 2016!*

Features: The base bid price includes:

- The base planner with 128 full color pages, including the key features listed earlier
- Block layout (matrix is not available in our primary planner)
- (2) laminated, custom print covers
- (4) Handbook pages (2 sheets)

Elementary School Planner

Products Bid:

CLAE-M10 Premier Classic Elementary School Planner, 8" x 10" *New in 2016!*

Features: The base bid price includes:

- The base planner with 128 full color pages, including the classic features listed earlier
- Matrix layout
- (2) laminated, custom print covers
- (4) Handbook pages (2 sheets)

Middle School Planner

Products Bid:

CLAM-M10 Premier Classic Middle School Planner, Matrix Layout, 8" x 10" *New in 2016!*

CLAM-B10 Premier Classic Middle School Planner, Block Layout, 8" x 10" *New in 2016!*

Features: The base bid price includes:

- The base planner with 130 full color pages, including the key features listed earlier
- (2) laminated, custom print covers
- (4) Handbook pages (2 sheets)
- Includes 2 hall pass pages

High School Planner

Products Bid:

CLAH-B5 Premier Classic High School Planner, 5" x 8"

Features: The base bid price includes:

- The base planner with 154 full color pages, including the key features listed earlier
- Block layout (matrix is not available in our high school planner)
- (2) laminated, custom print covers
- (4) Handbook pages (2 sheets)
- Includes 2 hall pass pages

Extra Handbook Pages

The price for extra custom print pages depends on the planner model. Refer to pricing grid for detailed pricing.

Planner Upgrade, Supplements and Enhancements: Please refer to the Upgrade Options List, Order Guide, and our website www.premier.us for information on additional planner designs, options, supplements, and enhancements. For example, we offer bilingual planners and Spanish supplemental resource pages.

Delivery Schedule: Delivery is approximately 45 days following written approval of the student planner proof. Please contact your Sales Consultant to request a current delivery schedule at the time of your order.

Shipping and Handling: All shipping and handling costs have been included in our bid prices.

Contacts: We have attached a list of contacts for your convenience.

Samples: The following samples and catalogs have been shipped separately from these bid documents, but to arrive before the bid opening due date:

- (3) CLAH-B5 (Classic 16-17 High School Planner) Standard Cover
- (3) CLAH-B5 (Classic 16-17 High School Planner) Customized Cover
- (3) Sampler of new 8x10 Classic Planner
- (3) 16/17 Premier Order Guide

Specification Sheet: Classic Planner, Primary Edition

Product Name: Classic Planner – Primary edition

Product Code: CLAP-B10

Size: 8"x10"

Page Count: 128 Full Color Pages

Format: onTRAC Block (horizontal)

Start/End Dates: 8/1/16 to 7/2/17

Drilled: 3-Hole Punched for ease of student use

Interior Text Stock: 50 lb. offset recyclable paper; Brightness: 90-92, Opacity: 90-92; rectangular shape with rounded corners

Cover Stock: Premier has various stock covers available for customer selection:

- Premier Prima-View Covers: Feature multiple scenes & colorful 3-D action, 15 pt. Lenticular stock
 - Premier PolyIce Covers: Feature multiple scenes in full color, 15 pt. Polypropylene stock
- Other covers available for a charge:
- Semi-Custom and Custom Covers (1-4 spot colors & full color process), C1S stock, 12 pt. 1.7 mil polyethylene lamination per side
 - Custom Duracover (1-4 spot colors & full color process), 17pt. Polyethylene white stock
 - Foil-Stamp Duracover (various cover & foil colors available), 20pt. Polyethylene stock
 - Prima Tuf Back Cover, 55pt. Polyethylene clear stock

Binding: Clear Plastic Spiral Coil, 6mm gauge pitch, .076 thickness

Weekly Calendar Features: One-week-per-page with ample space for students to write notes & assignments, School Talk offers space for communication between parents & teachers, Best book, Words of the Week, Letter of the Week, and What Matters Most sections all included in layout.

onTRAC® Planning System: Incorporated into the monthly and weekly sections of the planner, as well as an onTRAC® User Guide at the front of the planner. onTRAC® Planning System helps students develop planning skills to maximize the benefit of planning with minimal time and effort in four easy steps: THINK, RECORD, ACT, CHECK.

Reference Pages: 16 full-color reference pages. They include: Internet Etiquette and Safety, English (Alphabet, My House, Punctuation/Sentences, Spelling Basics) Math (Addition, Subtraction, Money, Mult., Division, Counting, Lines, Shapes, Fractions, Measures) Science (Health, Solar System, Environment) Socials (Map of World, North American Map)



400 Sequoia Drive, Suite 200 Bellingham, WA 98226
Phone: 800-221-1165 Fax: 800-886-8776
www.premier.us

Specification Sheet: Classic Planner, Elementary Edition

Product Name: Classic Planner – Elementary edition

Product Code: CLAE-M10

Size: 8"x10"

Page Count: 128 Full Color Pages

Format: onTRAC Matrix (vertical)

Start/End Dates: 8/1/16 – 7/2/17

Drilled: 3-Hole Punched for ease of student use

Interior Text Stock: 50 lb. offset recyclable paper; Brightness: 90-92, Opacity: 90-92; rectangular shape with rounded corners

Cover Stock: Premier has various stock covers available for customer selection:

- Premier Prima-Vue Covers: Feature multiple scenes & colorful 3-D action, 15 pt. Lenticular stock
 - Premier PolyIce Covers: Feature multiple scenes in full color, 15 pt. Polypropylene stock
- Other covers available for a charge:

- Semi-Custom and Custom Covers (1-4 spot colors & full color process), C1S stock, 12 pt. 1.7 mil polyethylene lamination per side
- Custom Duracover (1-4 spot colors & full color process), 17pt. Polyethylene white stock
- Foil-Stamp Duracover (various cover & foil colors available), 20pt. Polyethylene stock
- Prima Tuf Back Cover, 55pt. Polyethylene clear stock

Binding: Clear Plastic Spiral Coil, 6mm gauge pitch, .076 thickness

Monthly Calendar Features: Monthly calendars grouped together at the front, 1 month per page

Weekly Calendar Features: What Matters Most, Best book, Read me, Words of the week sections, School Talk, and Fill-in Subject Area.

onTRAC® Planning System: Incorporated into the monthly and weekly sections of the planner, as well as an onTRAC® User Guide at the front of the planner. onTRAC® Planning System helps students develop planning skills to maximize the benefit of planning with minimal time and effort in four easy steps: THINK, RECORD, ACT, CHECK.

Reference Pages: 16 full-color reference pages. They include: The Elementary School Resource pages include: Success Tips, Projects and Assignments, Internet Etiquette and Safety, Parts of Speech, Spelling rules, Math, Health and Nutrition, Human Skeletal System, Solar System, Ecosystems and Environment, Government, World Map, North American Map ... and more!



 School Specialty

400 Sequoia Drive, Suite 200 Bellingham, WA 98226
Phone: 800-221-1165 Fax: 800-886-8776
www.premier.us

Specification Sheet: Classic Planner, Middle School Edition

Product Name: Classic Planner – Middle School edition

Product Code: CLAM-M10

Size: 8"x10"

Page Count: 130

Format: onTRAC Matrix (vertical)

Start/End Dates: 8/1/16 – 7/2/17

Drilled: 3-Hole Punched for ease of student use

Interior Text Stock: 50 lb. offset recyclable paper; Brightness: 90-92, Opacity: 90-92; rectangular shape with rounded corners

Cover Stock: Premier has various stock covers available for customer selection:

- Premier Prima-Vue Covers: Feature multiple scenes & colorful 3-D action, 15 pt. Lenticular stock
- Premier PolyIce Covers: Feature multiple scenes in full color, 15 pt. Polypropylene stock

Other covers available for a charge:

- Semi-Custom and Custom Covers (1-4 spot colors & full color process), C1S stock, 12 pt. 1.7 mil polyethylene lamination per side
- Custom Duracover (1-4 spot colors & full color process), 17pt. Polyethylene white stock
- Foil-Stamp Duracover (various cover & foil colors available), 20pt. Polyethylene stock
- Prima Tuf Back Cover, 55pt. Polyethylene clear stock

Binding: Clear Plastic Spiral Coil, 6mm gauge pitch, .076 thickness

Monthly Calendar Features: Monthly calendars grouped together at the front, 1 month per page

Weekly Calendar Features: What Matters Most, best book, onTRAC prompts, Hall Pass section, School Talk, Read Me, and Fill-in Subject Area.

onTRAC® Planning System: Incorporated into the monthly and weekly sections of the planner, as well as an onTRAC® User Guide at the front of the planner, onTRAC® Planning System helps students develop planning skills to maximize the benefit of planning with minimal time and effort in four easy steps: THINK, RECORD, ACT, CHECK.

Reference Pages: 16 (8"x10") include: The Middle School Resource pages include: Study Skills & Test Tips, Cyber Safety, Communication, The Writing Process, Literary Elements, References, Parts of Speech, Spelling Rules, Mathematics, Multiplication table, Geometry, Periodic Table, Solar System, Health and Nutrition, Human Skeletal System, Government, World Map, North American Map ... and more!



Specification Sheet: Classic Planner – High School Edition

Product Name: Classic Planner

Product Code: CLAH-B5

Size: 5"x8"

Page Count: 154 Full Color Pages

Format: onTRAC Block (Horizontal)

Start/End Dates: 8/1/16 – 7/2/17

Interior Text Stock: 50 lb. offset recyclable paper; Brightness: 90-92, Opacity: 90-92; rectangular shape with rounded corners

Cover Stock: Premier has various stock covers available for customer selection:

- Premier Prima-Vue Covers: Feature multiple scenes, 15 pt. Lenticular stock
- Premier PolyIce Covers: Feature multiple scenes in full color, 15 pt. Polypropylene stock

Other covers available for a charge:

- Semi-Custom and Custom Covers (1-4 spot colors & full color process), C1S stock, 12 pt. 1.7 mil. polyethylene lamination per side
- Custom Duracover (1-4 spot colors & full color process), 17pt. Polyethylene white stock
- Foil-Stamp Duracover (various cover & foil colors available), 20pt. Polyethylene stock
- Prima Tuf Back Cover, 55pt. Polyethylene clear stock

Binding: Clear Plastic Spiral Coil, 6mm gauge pitch, .076 thickness

Monthly Calendar Features: Format is two-page-per-month, Holidays Listed, Interspersed through weekly calendars, Full-color pages.

Weekly Calendar Features: Format is two-page spread displays a full 7-day week-at-a-glance and features Monthly mini calendar, Weekly information based around themes: What Matters Most and School Talk.

onTRAC® Planning System: Incorporated into the monthly and weekly sections of the planner, as well as an onTRAC® User Guide at the front of the planner. onTRAC® Planning System helps students develop planning skills to maximize the benefit of planning with minimal time and effort in four easy steps: THINK, RECORD, ACT, CHECK.

Reference Pages: High School Edition 24 full-color reference pages include:

The High School Resources pages include: Study Skills & Test Tips, Cyber Safety, Communication, The Writing Process, References, Parts of Speech, Punctuation, Spelling Rules, Mathematics, Multiplication table, Geometry, Trigonometry, Physics, Periodic Table, Solar System, Health and Nutrition, Human Skeletal System, Government, World Map, North American Map, Career Preparation, Credit Tracker, Record of Achievement ... and more!



- a) Offeror must describe their organization, qualifications and staff experience and provide resumes of proposed full-time and part-time staff who would be assigned to provide the goods/services as requested in the Statement of Needs. Resumes provided must indicate education, background, and relevant experience with the subject matter of this RFP.
- A Brief History: In 1982, a high school principal approached Premier Printing in Winnipeg, Manitoba. He wanted planners for his students, similar to those already widely used in Europe. In response to his request, the first Premier agendas were created. Those agendas quickly proved their effectiveness as more than just 'homework' books, and we worked hard to provide the features and customization that schools needed in a planning tool. They became a tool for success: helping students dream big, set goals to achieve those dreams, create action plans for accomplishment, and improve interpersonal skills along the way. In 1988, we expanded into the United States and quickly became one of the leading student success companies in North America. Our brief merger with the Franklin Covey Company in the late 90's helped us expand our range of products and services even further, as part of our continuing commitment to address every aspect of student success. Now as part of School Specialty, the leading school supplies company in North America, Premier is focused more than ever on helping teachers and administrators develop vision, passion and enthusiasm in kids for setting and achieving goals in school and life. Although a lot has changed since 1982, and we've grown from serving just one to over 39,000 schools every year, Premier's foundational principles remain the same. Over the years we've continued to work with educators to supply the tools they need for student achievement and an effective learning environment. Our consultants still meet personally with every client to determine exact solutions for your unique needs. And, of course, we're still committed to offering top-quality products and services that are first in the field.
 - Local sales rep's resume has been provided. (Steve Lichtenstaedter)
- b) Describe any special strengths, insight or innovativeness, which may be applicable to your firm but not requested herein.
- Experience ~ Who We Are: Premier introduced the market to the concept of student agendas and student planning tools over 30 years ago. As a member of the School Specialty Family, Premier is one of the leading education services firm. Over the years, students in thousands of classrooms across the country have turned to our agendas to help them manage their time, balance their lives, stay organized, and set goals. Premier is continually innovating, pursuing and refining new ideas, all in effort to ensure that we bring you the most effective resources we can to help you help your students succeed.
- c) Include other relevant information the Offeror deems necessary to describe its qualifications to provide the goods/services needed to successfully complete work described in the Statement of Needs or which the Offeror deems are relevant to its selection.
- For 2015, Premier produced 11 million planners for over 26,000 customers. These customers range in grade level from Kindergarten to Higher Education.

Steven Lichtenstaedter

slichtenstaedter@gmail.com

7 Crestwood Lane, New Rochelle, NY 10804

(C) 914-365-0414 (H) 914-654-8467

SUMMARY

Experienced sales professional with a track record of success working in the competitive, fast-paced K-12 environment. Strong customer service focus working with all levels of staff resulting in recruitment and retention of clients. Great knowledge of the sales cycle and The Common Core Standards.

EXPERIENCE

ME-2U

Current

College and Career Prep,

Legacy Pathways

P12 Portal

Independent Sales Representative (Digital tools for school administrators and students)

Premier Agendas,

November 2000 – September 2013

A Division of School Specialty Inc.

Sales Consultant

- Increased revenue in assigned territory from \$300,000 by 150% within two years.
- Maintained double digit percentage increases in revenue and outperformed the company average for the length of my employment, thirteen years.
- Achieved customer reorder rate of over 90% annually despite limitations in school contracts prohibiting multiyear commitments.
- Customized sales strategies adjusting for changes in government mandates.
- Developed presentations annually highlighting existing and new products.
- Conducted training programs for schools to meet their requirements for staff development and ongoing education.
- Utilized online research to assess needs of each school district in assigned territory and customized promotion of Premier products to address their needs.

St. Joseph's Hospital,

May 1999 - November 2000

Long Term Home Health Care Program

Social Work Supervisor

Community Outreach Coordinator

- Developed innovative hospital processes and extensive community outreach programs resulting in a substantial increase in referrals to the Home Care Program.
- Improved quality of patient care by integrating service delivery of nurses, social workers and other clinicians.
- Created and implemented staff education initiatives to ensure compliance with changing eligibility requirements and address insurance reimbursement issues.
- Chaired agency Ethics Review Committee.

EDUCATION AND CERTIFICATION

Adelphi University School of Social Work, M.S.W.

City College of New York, B.A.

New York State Education Department, C.S.W.

SKILLS

Proficient in Microsoft Word, Excel, PowerPoint, Outlook and Oracle.

VOLUNTEER

New Rochelle Humane Society

ATTACHMENT C

Solicitation # R-KS-16023

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: 30+ 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: Diocese of Syracuse, Bishop Grimes Prep (Jr/Sr HS)	Contact Name: Marc P. Crouse	Contact Title: Principal
Address: 6653 Kirkville Road East Syracuse, NY 13057-9772		Phone No. (315) 437-0356	
E-mail: mcrouse@syrdiocese.org		Fax No. (315) 437-0358	
2.	Customer Name: Aquinas Institute of Rochester	Contact Name: Stacy Fronckowiak	Contact Title: Executive Assistant
Address: 1127 Dewey Ave Rochester, NY 14613		Phone No. (585) 254-2020 Ext 1060	
E-mail: sfronckowiak@aquinasinstitute.com		Fax No. NA	
3.	Customer Name: North Rockland Central School District, Fieldstone Middle School	Contact Name: Anthony Zollo	Contact Title: Principal
Address: 100 Fieldstone Drive Thiells, NY 10984		Phone No. 845-942-7900	
E-mail: azollo@nrscsd.org		Fax No. 845-942-7910	

Pricing is for Premier's Classic planner (upgrades available)

Price Includes 4 handbook pages

ATTACHMENT B

PRICING EVALUATION The Offeror shall submit proposed costs for the products/services being offered. Itemized costs shall be in the form of firm-fixed delivered unit prices. No extra charges shall be allowed.

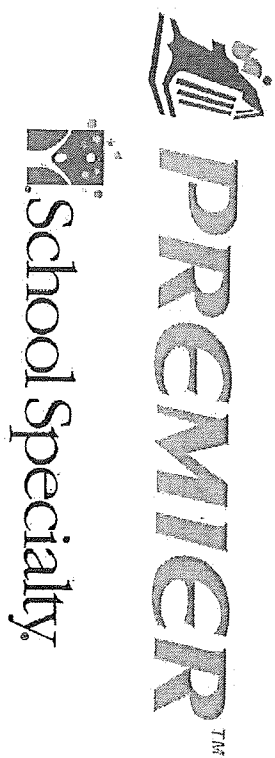
Size	Quantity	Unit of Issue	Cover	Firm-Fixed Delivered Unit Price (Option 1)	Additional Handbook Pages (per page)	Total Amount <small>*See Note Below</small>	PWCS UPS Freight Account (Option 2)
5" x 8"	1-2500	Each	Standard/Hologram	\$ 1.29	\$ 0.01	\$ 3,225.00	\$ NA
5" x 8"	2501+	Each	Standard/Hologram	\$ 1.19	\$ 0.01	\$ 2,975.00	\$ NA
5" x 8"	1-2500	Each	Custom Cover	\$ 1.39	\$ 0.01	\$ 3,475.00	\$ NA
5" x 8"	2501+	Each	Custom Cover	\$ 1.29	\$ 0.01	\$ 3,225.00	\$ NA
7" x 9"	1-2500	Each	Standard/Hologram	\$ 1.79	\$ 0.02	\$ 4,475.00	\$ NA
7" x 9"	2500+	Each	Standard/Hologram	\$ 1.69	\$ 0.02	\$ 4,225.00	\$ NA
7" x 9"	1-2500	Each	Custom Cover	\$ 1.89	\$ 0.02	\$ 4,725.00	\$ NA
7" x 9"	2500+	Each	Custom Cover	\$ 1.79	\$ 0.02	\$ 4,475.00	\$ NA
7" x 11"	1-2500	Each	Standard/Hologram	\$ 1.79	\$ 0.02	\$ 4,475.00	\$ NA
7" x 11"	2500+	Each	Standard/Hologram	\$ 1.69	\$ 0.02	\$ 4,225.00	\$ NA
7" x 11"	1-2500	Each	Custom Cover	\$ 1.89	\$ 0.02	\$ 4,725.00	\$ NA
7" x 11"	2500+	Each	Custom Cover	\$ 1.79	\$ 0.02	\$ 4,475.00	\$ NA
8-1/2" x 11"	1-2500	Each	Standard/Hologram	\$ 1.79	\$ 0.02	\$ 4,475.00	\$ NA
8-1/2" x 11"	2500+	Each	Standard/Hologram	\$ 1.69	\$ 0.02	\$ 4,225.00	\$ NA
8-1/2" x 11"	1-2500	Each	Custom Cover	\$ 1.89	\$ 0.02	\$ 4,725.00	\$ NA
8-1/2" x 11"	2500+	Each	Custom Cover	\$ 1.79	\$ 0.02	\$ 4,475.00	\$ NA
3 Hole Punch Option: Add \$ _____ per School Planner x 1,000 = Included						\$ 0.00	\$ NA
Application Planner Option: Add \$ _____ per app x 10 = 20% off \$100 = \$80/school See upgrade options attached						\$ 800.00/ 10 schools	\$ NA
GRAND TOTAL AMOUNT with Shipping (Option 1)						\$ 67,400.00	
GRAND TOTAL AMOUNT with PWCS UPS Freight Account (Option 2)							\$**See Below

*Total Amounts are based on quantities of 2500 per row with no additional handbook pages included in price.

**Shipping is included in our bid pricing. Orders will be shipped under Premier's UPS account.

ATTACHMENT B

Payment Terms:	Net 30
<p>I will accept single use credit card for payment: <input checked="" type="radio"/> Yes , No Printed Name: <u>Amy Fuss</u></p> <p>Refer to Special Terms and Conditions Section 11.10, Method of Ordering.</p>	



BID UPGRADE OPTIONS AND PRICING

Prince William County Public Schools

RFP #: R-KS-16023

Premier Agendas Bid # 7780171250

Valid July 01, 2016 - June 30, 2017 (if awarded)

Premier™ a division of School Specialty
2016-2017 Product Pricing

Planner Model Upgrade: Add this amount to the Classic planner bid price

Item #	Description	Planner Line	Product #	Add
1	High School, 5x8	Esteem	ESTH-B5	\$2.00
		101 English	101H-B5	\$1.50
		Faith and Life	FLIH-B5	\$2.00
		Foundations (7 Habits)	FOUH-B5	\$2.00
		Student Learning that Works (McRel)	SLWH-B5	\$3.00
3	Middle School, 8x10	Esteem	ESTM-M10	\$2.00
		101 English	101M-M10	\$1.50
		Faith and Life	FLIM-M10	\$2.00
		Foundations (7 Habits)	FOUM-B10 OR FOUM-M10	\$2.00
		Student Learning that Works (McRel)	SLWM-M10	\$3.00
4	Elementary School, 8x10	Esteem	ESTE-M10	\$2.00
		101 English	101E-M10	\$1.50
		Faith and Life	FLIE-B10	\$2.00
		Foundations (7 Habits)	FOUE-B10 OR FOUE-M10	\$2.00
		Student Learning that Works (McRel)	SLWE-M10	\$3.00

Premier™ a division of School Specialty
2016-2017 Product Pricing

Bid Price: 20% off List Price shown below. Contact your Sales Consultant for help.

4" x 7" Premier™ Planners Dated Classic - Basic (fulfillment only, no custom printing)

4 x 7	1+	10+	25+	100+	150+	200+	300+	400+	500+	600+	800+	1000+	1500+	2000+	2500+
CLAH-B4 (fulfillment stock only)	\$6.85	\$4.10	\$2.69	\$2.25	\$2.22	\$2.20	\$2.14	\$2.08	\$2.04	\$2.01	\$1.98	\$1.95	\$1.94	\$1.94	\$1.92

5" x 8" Premier™ Planners - with Custom Printing

	1+	10+	25+	100+	150+	200+	300+	400+	500+	600+	800+	1000+	1500+	2000+	2500+
(Classic) CLAH-B5 (dated), CLUH-B5 (undated)	-	-	\$3.45	\$2.89	\$2.85	\$2.83	\$2.76	\$2.68	\$2.63	\$2.60	\$2.55	\$2.52	\$2.51	\$2.50	\$2.48
(The 101) 101H-B5	-	-	\$4.20	\$3.66	\$3.62	\$3.60	\$3.53	\$3.45	\$3.40	\$3.37	\$3.33	\$3.30	\$3.29	\$3.28	\$3.26
(Compass) COMC-B5	-	-	\$4.20	\$3.66	\$3.62	\$3.60	\$3.53	\$3.45	\$3.40	\$3.37	\$3.33	\$3.30	\$3.29	\$3.28	\$3.26
(Eastern) ESTH-B5	-	-	\$5.25	\$4.71	\$4.67	\$4.65	\$4.58	\$4.49	\$4.44	\$4.41	\$4.37	\$4.34	\$4.33	\$4.32	\$4.30
(Faith & Life) FLIH-B5	-	-	\$5.25	\$4.71	\$4.67	\$4.65	\$4.58	\$4.49	\$4.44	\$4.41	\$4.37	\$4.34	\$4.33	\$4.32	\$4.30
(Foundations) FOUH-B5	-	-	\$5.25	\$4.71	\$4.67	\$4.65	\$4.58	\$4.49	\$4.44	\$4.41	\$4.37	\$4.34	\$4.33	\$4.32	\$4.30
(Student Learning that Works) SLWH-B5	-	-	\$5.60	\$5.06	\$5.02	\$4.99	\$4.93	\$4.84	\$4.79	\$4.76	\$4.72	\$4.69	\$4.68	\$4.67	\$4.65
Versatile (VERS-V5)	NA	NA													
Handbook Pages (min. 4 pages)	-	-	\$0.05	\$0.05	\$0.05	\$0.05	\$0.04	\$0.04	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03

7" x 9" Premier™ Planners - with Custom Printing

	1+	10+	25+	100+	150+	200+	300+	400+	500+	600+	800+	1000+	1500+	2000+	2500+
Versatile (VERS-V7)	NA	NA	-	-	-	-	-	-	-	-	-	-	-	-	-
Handbook Pages (min. 4 pages)	-	-	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04

8" x 10" Premier™ Planners - with Custom Printing

	1+	10+	25+	100+	150+	200+	300+	400+	500+	600+	800+	1000+	1500+	2000+	2500+
(Classic) CLAP-B10, CLAE-M10, CLAM-M10, CLAM-B10	-	-	\$4.39	\$3.70	\$3.50	\$3.37	\$3.29	\$3.21	\$3.16	\$3.12	\$3.05	\$2.97	\$2.89	\$2.83	\$2.81
Undated: CLUE-M10, CLUM-M10	-	-	\$4.39	\$3.70	\$3.50	\$3.37	\$3.29	\$3.21	\$3.16	\$3.12	\$3.05	\$2.97	\$2.89	\$2.83	\$2.81
(Classic OnTrac Notebook) CLNC-E10	-	-	\$4.39	\$3.70	\$3.50	\$3.37	\$3.29	\$3.21	\$3.16	\$3.12	\$3.05	\$2.97	\$2.89	\$2.83	\$2.81
(The 101) 101P-B10, 101E-M10, 101M-M10, 101H-M10	-	-	\$5.11	\$4.44	\$4.25	\$4.12	\$4.04	\$3.97	\$3.92	\$3.88	\$3.81	\$3.73	\$3.66	\$3.60	\$3.58
(The 101 Spanish/English) 11SP-B10, 11SE-M10, 11SM-M10	-	-	\$5.76	\$5.09	\$4.90	\$4.77	\$4.69	\$4.62	\$4.57	\$4.53	\$4.46	\$4.38	\$4.31	\$4.25	\$4.17
(Eastern) ESTP-B10, ESTE-M10, ESTM-M10	-	-	\$6.17	\$5.49	\$5.30	\$5.17	\$5.09	\$5.02	\$4.97	\$4.93	\$4.86	\$4.78	\$4.71	\$4.65	\$4.63
(Faith & Life) FLIP-B10, FLIE-B10, FLIM-M10	-	-	\$6.17	\$5.49	\$5.30	\$5.17	\$5.09	\$5.02	\$4.97	\$4.93	\$4.86	\$4.78	\$4.71	\$4.65	\$4.63
(Foundations) FOUN-B10, FOU-E-B10, FOU-M10, FOUN-M10, FOUN-M10	-	-	\$6.17	\$5.49	\$5.30	\$5.17	\$5.09	\$5.02	\$4.97	\$4.93	\$4.86	\$4.78	\$4.71	\$4.65	\$4.63
(Student Learning that Works) SLWE-M10, SLWM-M10	-	-	\$6.51	\$5.84	\$5.64	\$5.52	\$5.44	\$5.37	\$5.32	\$5.28	\$5.21	\$5.13	\$5.06	\$4.99	\$4.98
Versatile (VERS-V10)	NA	NA													
Handbook Pages (min. 4 pages)	-	-	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04

Hammond & Stephens™ - Undated and Dated Planner - with Custom Printing

5 x 8, 7 x 11 and 8 x 10	1+	10+	25+	100+	200+	500+	800+	1000+	1500+	2000+
HASD-M10, HASU-B10, HASU-B11	-	-	\$4.00	\$4.00	\$3.34	\$3.10	\$3.10	\$2.89	\$2.82	\$2.78
HASU-D5, HASU-D11, HASU-B11	-	-	\$4.84	\$4.84	\$3.86	\$3.64	\$3.63	\$3.39	\$3.32	\$3.29
Handbook Page 5 x 8 (min. 4 pages)	-	-	\$0.05	\$0.05	\$0.04	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Handbook Page 7 x 11, 8 x 10 (min. 4 pages)	-	-	\$0.05	\$0.05	\$0.05	\$0.05	\$0.04	\$0.04	\$0.04	\$0.04

Premier™ a division of School Specialty
2016-2017 Product Pricing

Bid Price: 20% off List Price shown below.

To order, call: (800) 221-1165
 www.premier.us
 Premier Agendas, LLC

Supplements (Enhancements, Wall Charts, etc. are continued on next page)

Supplements	Level	5 x 8	7 x 9	7 x 11	8 x 10	8.5 x 11	Theme	Notes
7 Habits® Companion	M H	\$0.60	-	-	\$0.60	-	Character	
Building Integrity	M H	\$0.60	-	-	\$0.60	\$0.60	Anti-Bullying	8.5x11: While Supplies Last
Compass For Campus™ - Path to Success	HE	\$0.60	-	-	-	-		Included in the Compass Planners at n/c.
Creating Courage	E M	-	-	-	\$0.60	\$0.60	Anti-Bullying	8.5x11: While Supplies Last
cyber Savvy	H	\$0.60	-	-	\$0.60	-	Online Safety	
Destination Character	M H	\$0.60	-	-	\$0.60	-	Character	
Drug, Alcohol, and Choices	M H	\$0.60	-	-	\$0.60	-	Character	
Faith in Action	M H	\$0.60	-	-	\$0.60	-	Catholic	
Financial Planning, 2nd Edition	M H HE	\$0.60	-	-	\$0.60	-	Money Management	NEW 2nd Version
Grow with Faith	P E	-	-	-	\$0.60	-	Catholic	
Information Literacy, 2nd Edition	M H	-	-	-	\$0.60	-	Information Literacy	
Making Character Count	E	-	-	-	\$0.60	-	Character	
Playing Fair	P E	-	-	-	\$0.60	\$0.60	Anti-Bullying	8.5x11: While Supplies Last
Reading Adventure Log	P E	-	-	-	\$0.60	-	Reading	
Safely Connected	E M	-	-	-	\$0.60	-	Online Safety	
Sharing and Caring, Spanish/English	P E	-	-	-	\$0.60	-	Anti-Bullying	Bilingual
Study Skills and Test Preparation - Elem	E	-	-	-	\$0.60	-	Study Skills	
Study Skills and Test Preparation - M/H	M H	\$0.60	-	-	\$0.60	-	Study Skills	

Note 1: First available delivery date for planners with NEW Supplements is May 27, 2016.

Premier™ a division of School Specialty

Bid Price: 20% off List Price shown below.

2016-2017 Product Pricing

Enhancement & Other Items

ENHANCEMENTS		4x7	5x8	7x9	7x11	8x10	8.5x11
2-Hole Ruler Attachment	Coiled onto outside of 5 x 8 planners (not available loose)	-	\$0.18	-	-	-	-
Hall Pass, 2 pages	1 sheet, 7x9 & 8.5x11: While Supplies Last	-	\$0.08	\$0.15	\$0.15	\$0.15	\$0.15
Hall Pass, 4 pages	2 sheets	-	\$0.16	-	-	\$0.30	-
Hall Pass, 8 pages	4 sheets	-	\$0.32	-	-	-	-
Hallpasses, Sticky	In booklet form, can adhere onto inside back cover, 5x8 = 7 pg, 7x9 & 8x10 = 3pgs	-	\$0.25	\$0.25	-	\$0.25	-
Pagefinder, Monthly	Protractor	-	\$0.19	\$0.19	-	\$0.19	\$0.19
Pagefinder, with Adhesive Flags		-	\$0.45	\$0.45	-	\$0.45	\$0.45
Pagefinder, Today/ontRAC		\$0.19	\$0.19	\$0.19	-	\$0.19	\$0.19
Planning Stickers, ontRAC - Primary/Elem		-	\$0.25	-	-	\$0.25	-
Planning Stickers, ontRAC - Middle/High		-	\$0.25	\$0.25	-	-	-
Planning Stickers, Higher Ed	7x9: While Supplies Last	-	-	-	-	\$0.85	-
Pouch, Clickable		-	-	-	-	-	-
Pouch, Home-School Communicator	Standard in 101P-B10, 11SP-B10, FLIP-B10, FOLIO-B10, ESTP-B10.	-	-	\$0.40	-	\$0.40	\$0.40
Pouch, Media	7x9 & 8.5x11: While Supplies Last	-	\$0.40	\$0.40	-	\$0.40	-
Summer July 2016	7x9: While Supplies Last	-	\$0.40	-	-	\$0.40	-
Summer July 2017	Formerly called Year Round/Early Start, 5x8 High Block, 8x10 Primary Block, Elem Block, Elem Matrix, Middle Block, Middle Matrix, or High Matrix	-	\$0.40	-	-	\$0.40	-
Summer July 2017	Formerly called Year Round/Early Start, 5x8 High Block, 8x10 Primary Block, Elem Block, Elem Matrix, Middle Block, Middle Matrix, or High Matrix	-	\$0.40	-	-	\$0.40	-
Tags, Clickable		-	-	-	-	\$0.89	-
Tags, Standard	Coiled into 5 x 8 planners or provided loose leaf (5x8) for other size planners.	-	\$0.30	-	-	-	-
Lesson Plan Insert	Not sold separately. If desired separate, see Michel Lesson Plans.	-	-	-	-	\$1.60	-
Record Chart Insert	Not sold separately. If desired separate, see Legacy Record Charts.	-	-	-	-	\$1.60	-

Wall Charts (aka Premier Agenda Mates) - OK to combo wall charts together for price savings per unit

Wall Charts ontRAC	1+	5+	10+	25+	50+
ALL CHART ASSIGNMENT DRY ERASE, 24X36	Available in the following formats: Primary, Elementary, Middle/High	\$5.95	\$5.25	\$4.75	\$4.25
	Commonly used with Hammond & Stephens Undated Planners				\$3.95

Books - Do not combo books together for price savings per unit

Books - Do not combo books together for price savings per unit					
		1+	25+	100+	200+
The 7 Habits® of Highly Effective Teens	Soft Cover Book – English only	\$10.05	\$9.10	\$8.55	\$8.15
Classroom Instruction that Works: 2nd Edition	"Research-based Strategies for Increasing Student Achievement"	\$26.20	\$22.00	\$22.00	\$22.00
School Leadership That Works	"From Research to Results"	\$26.20	\$22.00	\$22.00	\$22.00

Also Available:

Raising Respect School Anti-bullying Support Program	Includes 1 poster set (5 unique posters per set, 24" x 36"), 1 overview sheet, 1 CD with downloadable PDFs	\$149.99
SLTV: Student Learning that Works Poster Set	9 Posters per set. Available in Elementary or Middle/High sets.	\$19.95

Supplements and booklets are contained on previous page

Premier™ a division of School Specialty
2016-2017 Product Pricing

Bid Price: 20% off List Price shown below.

To order, call: (800) 221-1165
www.premier.us
Premier Agendas, LLC

Digital Fillable PDF

Classic	
CLAP-B10	\$100.00
CLAE-M10	\$100.00
CLAM-M10	\$100.00

Esteem	
ESTP-B10	\$100.00
ESTE-M10	\$100.00
ESTM-M10	\$100.00

Note 1: Orders for a Digital Fillable PDF must be accompanied by a current or prior order of the same layout within the product year.

Note 2: This product is designed to be used in the classroom on a White Board.

Note 3: A digital fillable pdf will not be available in every product. Instead, there will be a focus on ensuring clients ordering Primary-Middle do have an option. If the product your customer is ordering is not listed, please instead order the corresponding layout in the Classic line.

Premier™ a division of School Specialty
2016-2017 Product Pricing

Bid Price: 20% off list Price shown below.

To order, call: (800) 221-1165
www.premier.us
 Premier Agendas, LLC

Teacher Products - Legacy, PPTW, and H&S

Legacy Planner

	1+	10+	25+	100+	250+
Legacy Planner: LEPT-M7	\$15.50	\$12.10	\$11.05	\$10.50	\$10.00
Legacy Refill: LEPR-M7			\$8.35		
Legacy Lesson Plan Book with Record Charts: LTLP-W8, LTLP-O8, LTLP-R8	\$10.25	\$9.20	\$8.15	\$7.35	\$6.85
Legacy Notebook: LENO-E7			\$1.99		
Legacy Record Charts: LERC-E8	\$3.10			\$2.60	

Note 1: W = Weekly format, O = Open format, R = Rotation format, M = Matrix format

Note 2: Legacy pricing is based solely on the individual types of Legacy options. The quantities of different types cannot be combined to figure pricing.

Professional Planning That Works! featuring McREL

	1+	10+	25+	50+	100+	125+	200+
McREL Planner (PPWT-M8)	\$27.05	\$24.85	\$22.65	\$20.50	\$19.45	\$18.35	\$16.30
McREL Refill (PPWR-M8)			\$14.65				
McREL Lesson Plan Books (PPLP-S8)	\$2.60				\$2.05		

Note 1: Professional Planning that Works! featuring McREL pricing is based solely on the individual products ordered. The quantities of different products cannot be combined to figure pricing.

H&S Teacher Record Charts, Lesson Plans, Planner

	1+
BOOK CLASS REC.9/10WK 8SUB.-P.8.1/2X11...0629-P	\$5.99
BOOK CLASS REC.9/10WK 8SUB.-P.9X12...0639-P	\$5.36
BOOK LESSON PLN.7SUB.-P.8.1/2X11...0400-P	\$3.99
BOOK LESSON PLN.4SUB.-P.9X12...0440-P	\$5.19
BOOK LESSON PLN.6SUB.-P.9X12...0456-6-P	\$4.99
BOOK LESSON PLN.8SUB.-P.9X12...0456-8-P	\$4.65
BOOK PLANNER TEACHER DAILY REC.-L.6X9 1/2...467	\$5.32

Note 1: There are no quantity breaks for these products.

Premier™ a division of School Specialty
2016-2017 Product Pricing

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Student Success and College & Career - Stock only (no custom printing)

Connections: An Insider's Guide to College Success 2nd Edition - Text Only	1+	100+	200+	300+
		\$19.90		
The Skinny On™: College Success - Text Only ** While Supplies Last		\$18.85		

- Note 1: Shipping is 10% of the subtotal.
 Note 2: Return Policy. Up to 10% of the Student Success guide order can be returned within 90 days of delivery and receive a full refund.
 Note 3: There are no custom options. Text only, no calendar.

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2016-2017 Product Pricing

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 Premier Agendas, LLC
Bid Price: 20% off List Price shown below.

Folders - Custom Printing or Lamination

	1+	100+	200+	300+	400+	500+	600+	800+	1000+	1500+	2000+
Name Imprint Only	-	\$2.48	\$1.52	\$1.24	\$1.13	\$1.03	\$1.01	\$0.98	\$0.96	\$0.88	\$0.84
Name Imprint and Folder Text	-	\$4.32	\$2.46	\$1.88	\$1.60	\$1.41	\$1.32	\$1.23	\$1.16	\$1.01	\$0.92

Note 1: Lamination can be added for \$0.20 per unit

Note 2: 3-hole drilled can be added for \$0.10 per unit

Note 3: Customers purchasing planners and folders receive a 10% discount on the base price of the folders.

Note 4: Shipping = 10% of subtotal

Note 5: There are five different folder designs (Character Grows, Do, Read, TeachLearn, or World). Pricing is based solely on the individual folder options. The quantity of different types of folders cannot be combined to determine the base price for each.

Note 6: The minimum quantity for EACH type of folder is 100 units. Different folder types cannot be combined to reach a total of 100.

Folders - Stock (No Custom Printing or Lamination)

	1+	100+	200+	300+	400+	500+	600+	800+	1000+	1500+	2000+
Stock Folders	\$2.25	\$2.25	\$1.38	\$1.13	\$1.03	\$0.94	\$0.92	\$0.89	\$0.87	\$0.80	\$0.76

Note 1: Stock folders are NOT 3-hole drilled and NOT laminated

Note 2: Customers purchasing planners and folders receive a 10% discount on the base price of the folders.

Note 3: Shipping = 10% of subtotal

Note 4: There are five different folder designs (Character Grows, Do, Read, TeachLearn, or World). Pricing is based solely on the individual folder options. The quantity of different types of folders cannot be combined to determine the base price for each.

Magnets

	200+	300+	400+	500+	600+	800+	1000+	1500+	2000+
3.5 x 5.875 FMA-U	\$0.98	\$0.93	\$0.88	\$0.81	\$0.71	\$0.62	\$0.54	\$0.51	\$0.49

Note 1: Styles A, B, C, & D all use the same price grid.

Note 2: Each order should be priced based on number of units in each style. Combo pricing cannot be used across different magnet styles.

Note 3: Add \$0.06 per unit for each premium ink.

Note 4: The minimum quantity for EACH type of magnet is 200 units. Different magnet types cannot be combined to reach a total of 200.



No Proprietary Information for bid R-KS-16023 Student Planners.

Bids: bidwestnotices@schoolspecialty.com Ph: 800-554-7632 Fax: 800-675-1775

Orders: Premier Agendas, LLC 400 Sequoia Drive, Suite 200 Bellingham, WA 98226
Ph: 800-221-1165 Fax: 800-886-8776 Web: www.premier.us

Remittance: Premier Agendas, LLC 32656 Collections Center Drive Chicago, IL 60693-0326



No Exceptions for bid R-KS-16023 Student Planners.

Bids: bidwestnotices@schoolspecialty.com Ph: 800-554-7632 Fax: 800-675-1775

Orders: Premier Agendas, LLC 400 Sequoia Drive, Suite 200 Bellingham, WA 98226
Ph: 800-221-1165 Fax: 800-886-8776 Web: www.premier.us

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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.

- Please refer to Tab 4, C.

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

- Our Premier sales consultant Steve Lichtenstaedter will call each school who wishes to place an order once we have been awarded the bid. During this conversation all details relevant to each school's agendas will be discussed, agreed upon, and then indicated on the order form. This form will then be emailed to the school for final approval.