REQUEST FOR PROPOSALS

Manassas City Public Schools

Office of Purchasing and Contracting
8700 Centreville Rd., Suite 400
Manassas, VA 20108

RFP Title: 20-021-RFP
RFP Number: Group Medical, Prescription Drug, Vision and Dental Program
Proposal Due Date: November 21, 2019 at 2:00 p.m. by our clock

Issue Date: October 24, 2019
Issuing Department: Office of Purchasing and Contracting

Department: Human Resources
Issuing Contact: Guinevere Bruner, CPPB – Purchasing Agent; gbruner@mcpsva.org

Any Offeror submitting Proposals through the United States Postal Services MUST use the following address and allow for a minimum of five (5) business days for delivery:
Manassas City Public Schools
Office of Purchasing and Contracting
P.O. Box 520
Manassas, VA 20110

MCPS will accept offers only from insurance carriers and third party administrators. MCPS will NOT accept proposals from brokers or consultants representing insurance carriers and third party administrators.

Manassas City Public Schools ("MCPS" or "Owner") is issuing this Request for Proposals (RFP) 20-021-RFP issued on October 24, 2019, for the establishment of a Contract for the provision of a Group Medical, Prescription Drug, Vision and Dental Program ("Work"). Sealed Proposals shall be received and time stamped, or signed in by the MCPS Central Office Associate no later than 2:00 PM on November 21, 2019, (collectively the "Proposal Due Date"). Offerors are responsible for ensuring the Central Office Associate receives their proposal submission prior to the Proposal Due Date. The time a Proposal is received shall be determined by the time stamp on the Proposal receipt by the time clock in the MCPS Central Office Visitor Center. Delivery to, or receipt by, any office other than the MCPS Central Office shall not be deemed receipt by the Office of Purchasing and Contracting until accurately received in and time stamped. Manassas City Public Schools is not responsible for late delivery by courier/mail service. Proposals received after the Proposal Due Date shall not be considered. If MCPS is closed for any reason on the Proposal Due Date, the Proposal Due Date shall automatically be the same time as originally stated on the next business day MCPS is open.

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

MCPS DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS IN ACCORDANCE WITH CODE OF VIRGINA §2.2-4343.1 OR AGAINST AN OFFEROR BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY

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OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT IN THE PERFORMANCE OF ITS PROCUREMENT ACTIVITY.

PRE-PROPOSAL CONFERENCE:
A Pre-Proposal conference will not be held for this Procurement.

QUESTIONS:
All questions related to this Request for Proposals, shall be submitted in writing to, Guinevere Bruner, Purchasing Agent, gbruner@mcpsva.org. To be assured consideration, questions must be received prior to 5:00 PM on November 6, 2019 and all questions MUST be addressed in the subject line to read: 20-021-RFP – Questions. Failure to label questions as stated may result in the questions not being answered. Necessary replies will be issued to all Offerors of record as addenda that shall become part of the contract documents. Oral instructions do not form a part of the Proposal documents. Offeror is responsible for checking the www.eva.virginia.gov web site, MCPS Purchasing webpage, to secure any addenda issued for this RFP.

The Office of Purchasing and Contracting will issue written responses to questions received as an Addenda, as set forth below.

Request for Electronic Copies of RFP Data - EXHIBITS
Attachments and Exhibits are available electronically that will provide the information needed to submit a proposal. These attachments include census data, plan experience, current plan documents, provider information, and cost exhibits. This information will be made available by contacting MCPS’ consultant (USI Insurance Services) for this RFP, Nicole Buddendorf at Nicole.buddendorf@usi.com or Chris Covert at chris.covert@usi.com.

ADDENDA:
Changes or modifications to this RFP will only be made by written Addenda issued by the Purchasing Agent and designated as “Addendum No.____”. No other form of communication shall modify this RFP.

Addenda will be posted on the MCPS website under Bids and Solicitations and on eVA, the Commonwealth of Virginia’s on-line e-procurement system, at www.eva.virginia.gov.

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

Addendum #1: ______  Addendum #2: ______  Addendum #3: ______  Addendum #4: ______ Addendum #5: _______

PROPOSAL SUBMISSION ADDRESS:
Proposals are to be submitted by mail, hand delivered or express carrier.

To submit a Proposal by the United States Postal Service, Offerors MUST use the following address and allow a minimum of five (5) business days for delivery:
Manassas City Public Schools
Office of Purchasing and Contracting
Attn: Guinevere Bruner, CPPB
PO Box 520
Manassas, VA 20110
Or to submit a Proposal by hand delivery or express carrier, Offerors MUST use the following address:
Manassas City Public Schools
Office of Purchasing and Contracting  
Attn: Guinevere Bruner, CPPB  
8700 Centreville Rd.  
Suite 400  
Manassas, VA 20108

An additional hard copy (1) and an additional electronic copy (1 CD) must be submitted to: 
Chris Covert, Account Executive  
USI Insurance Services  
4840 Cox Road, Glen Allen, VA  23060  
P 804.200.5329  
chris.covert@usi.com

The CD must be a:
   a)  "standard" compact disk (CD) [using 780 nm wavelength laser diode light]; or a digital video disk or "digital versatile disc" (DVD) [using 650 nm wavelength laser diode light - Note: 'Blue-ray™ disks are not acceptable]. The media shall be capable of being read in a standard personal computer (PC) CD or DVD-drive. The media shall use a "standard" CD- file system format [ISO 9660], be virus-free, and may contain PC-files in any of the following formats:
   1. Adobe(c) Personal-Document-Files (pdf), version 9.0, or greater
   2. Microsoft(c) Word 'document' files (doc), version 12, or greater (Word 2007)
   3. Microsoft(c) Excel 'spreadsheet' files (xls), version 12, or greater (Excel 2007)
   4. Microsoft (c) PowerPoint 'presentation' files (ppt), version 12, or greater (PowerPoint 2007)
   5. American Standard Code for Information Interchange (ASCII) text (txt) (e.g. Microsoft(c) Notepad, any version).
   6. Tagged Information Format (tif or TIFF) files

Refer to Section III, Instructions to Offerors, for additional instructions and requirements.

NO CONTACT POLICY:  
Upon issuance of this RFP, any contact initiated by any Offeror with any MCPS representative (Superintendent, Staff, Consultant, School Board Member, Students or Evaluation Committee, etc.) other than the Purchasing Agent, concerning this Proposal is prohibited. Any such unauthorized contact shall result in disqualification of the Offeror and/or Proposal.

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

Please mark one:  
☐ Yes: This Proposal contains information deemed to be proprietary or a trade secret. The information deemed to be proprietary or a trade secret can be located under Tab 5.  
☐ No: This Proposal does not contain information deemed to be proprietary or a trade secret.

Proprietary or Trade Secrets designations must conform to the Virginia Public Purchasing Act.
SWaM BUSINESSES:
Is Offeror a Minority Business (as defined by the VPPA §2.2-4310)? ☐ Yes ☐ No
Is Offeror Woman Owned? ☐ Yes ☐ No
Is Offeror Service Disabled Veteran Owned? ☐ Yes ☐ No
Is Offeror a Small Business? ☐ Yes ☐ No
Is Offeror an Employment Service Organization? ☐ Yes ☐ No
None of the Above: ☐

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

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

☐ Offeror is a Virginia business entity with the following SCC Identification Number: ______________________________
(NOTE: The SCC number is NOT the Federal Tax Identification Number)

☐ Offeror is an Out-of-State (foreign) business entity that is authorized to transact business in Virginia by the SCC and has the following SCC Identification Number: ______________________________

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

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

DEBARMENT:
If an Offeror answers “Yes” to any of the following questions, on a separate attachment, state the person or entity against whom the debarment was entered, give the location and date of the debarment, describe the project involved, and explain the circumstances relating to the debarment, including names, addresses and phone numbers of persons who might be contacted for additional information.

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

Has your organization or any current officer, director, project manager, procurement manager, chief financial officer, partner or owner ever been debarred from doing Federal, State or Local government work for any reason? ☐ Yes ☐ No
ANTI-COLLUSION/NONDISCRIMINATION/DRUG-FREE WORKPLACE REQUIREMENTS:
IN THE PREPARATION AND SUBMISSION OF THIS PROPOSAL, OFFEROR DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED OFFEROR HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, MCPS HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS PROPOSAL; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS PROPOSAL.

USE OF GOVERNMENT PROCUREMENT CARD
Where applicable MCPS endeavors to use its governmental P-Card, issued by Bank of America/VISA for payment of invoices.
☐ Offeror will accept the MCPS P-Card for payment of any goods and/or services regardless of cost with no increase
☐ Offeror does not accept the MCPS P-Card

ACCEPTANCE OF WORK:
By submitting a Proposal, Offeror confirms that it can deliver all of the Work received by the RFP.

PROPOSAL SUBMITTAL CERTIFICATION:
Full Legal Name of Offer: (to be used for Award):

Mailing Address: ________________________________ Remittance Address (if Different):
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Phone: __________________ Fax: __________________

Email Address: ____________________________________________________________

Contact Person: __________________ Title: __________________

Tax Identification (FIN/SSN): ________________________________

Printed Name: ________________________________

Signature: ___________________________ Date: __________________________

*Person Signing must be authorized to bind the Offeror in Contractual Matters
*a W-9 must be attached showing the correct Full Legal Name for award of Contract
(Pages 1-5 of this RFP SHALL be the first five (5) pages of the Proposal Response under Tab 1)
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I. INTRODUCTION TO 20-021-RFP

BACKGROUND

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

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

MCPS sponsors a group medical, prescription drug benefits, vision, and dental benefits for full-time employees and eligible retirees of MCPS. This self-insured program consists of three medical options with prescription drug and dental coverage. Reinsurance protection is currently provided through The Local Choice “pooled” reinsurance program. The medical and prescription drug plans are administered by Anthem Blue Cross through The Local Choice program. Dental is administered by Delta Dental through the Local Choice program and is packaged with the medical plan at the same rate tier as employee’s choice for medical. Employees have the option to choose a “preventive only” or “comprehensive” dental with the medical plan.

Manassas City Schools intends to award the group medical, vision, and prescription drug plans to one entity. Dental may be offered to a separate entity.

COST PROPOSALS ARE REQUESTED TO BE QUOTED NET OF COMMISSIONS.

PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals from highly qualified firms to establish a contract(s) for group medical, prescription drug benefits, vision and dental benefits for eligible employees and retirees of Manassas City Public Schools (MCPS). The effective date of the new contract will be July 1, 2020 through June 30, 2022, with the option to renew for eight (8) additional years.

The objectives and intent of this RFP are:
1. To provide employees with a quality, affordable group medical/prescription drug, vision, and dental program responsive to the diverse needs of employees;
2. To ensure costs are managed effectively by taking advantage of cost and utilization management opportunities available in the marketplace while maintaining quality; and
3. To responsibly utilize taxpayer dollars.

TIME IS OF THE ESSENCE

Time is of the essence in this Contract. Successful Offeror expressly acknowledges that in the performance of its obligations, MCPS is relying on timely performance and will schedule operations and incur obligations to third parties in reliance upon timely performance by Successful Offeror and may sustain substantial losses by reason of untimely performance.
MANDATORY REQUIREMENTS

Any Offeror responding to this RFP shall be an insurance carrier or third party administrator. MCPS will not accept proposals from brokers or consultants representing insurance carriers and third party administrators.
II. STATEMENT OF NEEDS

A. General Requirements. Contractor must:

1. Be licensed to do business in the Commonwealth of Virginia.
2. Provide high quality, efficient program administration and services including but not limited to:
   a. Maintaining central claims and membership files for each covered member (including the identification number, dates of coverage, type of coverage, etc.) for each covered member.
   b. State-of-the-art data tracking and claims payment services.
   c. Furnishing monthly accounting statements by entity and benefit plan including monthly enrollment, premiums, revenues received, amount of claims paid, capitation expenses charged, detailed list of expenses charged, network discounts earned, prescription drug rebates, and claims exceeding the specific stop-loss limit.
   d. Claims, enrollment, and utilization information for hospital, physician, and prescription drug expenses at a level of detail that will allow for the identification of the true cost drivers of the plan. Include normative data in conjunction with group-specific data.
   e. Identification cards directly to all covered members prior to the effective date of the program (July 1, 2020) and upon request within 10-business days of request.
3. Furnish to each employee enrolled in the plan a benefit booklet outlining and defining all covered services, limitations and exclusions for each plan offered, procedures for receiving services, schedule of benefits, and Summary of Benefits Covered (SBCs).
4. Provide specific rates and performance guarantees. Performance guarantees should be annual in nature and should be made available each year of the contract.
5. Maintain complete and total compliance with the HIPAA and HITECH legislation as it pertains to Private Health Information.
6. Support MCPS with implementation of all state and/or federal mandates that impact the administration of the health care program. Offerors shall provide this service without additional charges or fees to MCPS.
7. Agree to release all pertinent data to the MCPS and USI Insurance Services related to the administration and management of the medical and pharmacy program.
8. If MCPS awards the prescription drug program to a different Offeror, the medical administrator (Successful Offeror) must be willing to accept a file feed from the pharmacy vendor so that the High Deductible Health Plan’s combined medical and prescription drug deductible and all of the plans’ combined medical and drug out-of-pocket maximums can be accurately administered.
9. If MCPS awards the prescription drug program to a different Offeror, the medical administrator (Successful Offeror) must be willing to provide reinsurance protection (specific stop loss) on combined medical and pharmacy claims for each member enrolled in the plan.
10. Employee identification numbers shall be created to be used as unique identifiers; social security numbers shall not be used.
11. Each year 180 days prior to the annual contract effective date, provide MCPS and its consultant, USI Insurance Services, a complete detailed underwriting analysis.
12. Provide internet access to claims and to the claim reporting system to MCPS’ benefits personnel and to the consulting team at USI Insurance Services.
13. Designate a transition of care manager or coordinator to work with MCPS and its members regarding medical and/or prescription drug transition of care issues (if applicable).
14. Provide a minimum wellness credit of $25,000 each plan year to help fund programs.
15. Provide proactive disease management programs that address the chronic health conditions of MCPS’ population. Reporting of participation and results are required annually.
B. **Additional Specific Conditions**

1. **No Loss or Gain Provision:** No member (employee, COBRA continuant, retiree, or dependent) currently covered by MCPS’ current health care plans shall suffer a loss of coverage as a result of changing carriers/administrators. Actively-at-work requirements will not apply to currently covered participants.

2. **Coordination of Benefits (COB):** The Offeror’s health care program must provide coordination of benefits provisions. When MCPS’ health care program is secondary, COB shall be provided to the extent that the coordination of primary and secondary coverage does not exceed the value of covered charges that the MCPS plan would have provided if it were the primary plan. The “birthday rule” shall be used to determine primary status for dependent children covered under the plan.

3. **Cost Containment Services:** The Offeror must provide cost containment services to MCPS. Cost containment services may include, but need not be limited to: pre-certification of hospital admissions, utilization review services, large case management for hospital inpatient services, and review of high cost outpatient services. The Offeror must also be able to provide cost containment services for psychiatric, and substance abuse utilization. Meaningful reports that demonstrate participation levels and outcomes of these programs must be provided.

4. **Disease Management Programs:** The Offeror must provide disease management programs to MCPS. Disease management programs may include, but need not be limited to: asthma, diabetes, high cholesterol, hypertension, coronary artery disease, congestive heart failure, low back pain, and musculoskeletal conditions. Meaningful reports that demonstrate participation levels and return on investment from these programs must be provided.

5. **Transfer of Data and Records:** The Offeror must agree that at termination or expiration of the contract, all data and records necessary to administer the health care program shall be transferred to the new contractor within thirty (30) days of MCPS’ request. Such transfer may be accomplished electronically. This data may include contract year deductible and out-of-pocket limit credits applicable to each member for services incurred prior to the termination date.

C. **Program Specifications**

This section outlines the specifications for the requested plans including the proposed benefit design and funding arrangements.

**Covered Groups:**

- The following employees and retirees are eligible for health insurance at MCPS under the group medical, vision and prescription drug programs:

  **CONTRACTED EMPLOYEES - Employees contracted and working twenty (20) or more hours per week**

  **SPOUSE & DEPENDENT ELIGIBILITY**
  - Spouses and dependents of MCPS employees are eligible to be covered on the group medical plan. Eligible dependents may be covered on the plan until the last day of the calendar year (December 31st) in which they reach age 26.
  - Disabled dependents may be eligible to be covered on the group medical plan past the age of 26.

  **PRE-65 RETIREES**
  - Employees who retire from Manassas City Public Schools are eligible to remain on the group plan until they become Medicare eligible. Once Medicare eligible, they may elect to participate in the MCPS supplemental plan. Employees in eligible positions, with at least fifteen (15) years of service in the Virginia Retirement System, receive the VRS Health Credit of $4.00 per month per year of service in addition to the Manassas City Public Schools contribution.
D. **Price Quotations (submitted in a separately sealed envelope from proposal)**
   a. General Information and Requirements
      (1) Price quotations should be submitted *NET OF COMMISSIONS*.
      (2) Current experience *(Exhibit B)* and current census *(Exhibit H)* information is available electronically. See instructions on Page 2 – *Request for Electronic Copies of RFP Data - EXHIBITS* for how to securely obtain this information.
      (3) The cost of the program is shared between MCPS and its employees.
b. Fee Guarantees- all rates must be guaranteed for a minimum of twelve (12) months. Multi-year financial guarantees are requested and will be an important consideration in the evaluation process.
c. Funding Arrangement - The group medical and prescription drug plans are self-insured. Specific stop loss protection is purchased for medical only since prescription drug is currently [capitated.] MCPS requests the offeror to provide specific stop loss reinsurance for the combined medical and prescription drug claims. The current specific stop loss limit is $125,000.
   - Offerors are requested to provide pricing for this limit on a 12/12 basis with terminal liability.
   - **MCPS is also requesting Fully Insured rates and proposal (Exhibit I).**
d. Underwriting Assumptions and Plan Deviations
   All underwriting assumptions and deviations from the requested benefit design or funding arrangements shall be submitted as part of the proposal to document any assumptions, special criteria or requirements, or variances from the requested plans and funding.
e. Complete Questionnaire *(Exhibit C)* and include as a Word document in proposal response.
f. Performance guarantees are strongly encouraged. Please complete *Exhibit E Performance Guarantees* and include in Tab 5 of proposal.
g. Medical Cost Exhibit
   - All offerors must submit proposed cost by fully completing all tabs of *Exhibit F – Price Quotation Exhibit*.
   - All offerors must submit proposed cost by fully completing *Exhibit G – Prescription Benefit Management Services*.
   - **EXHIBITS A AND D ARE NOT A PART OF THIS SOLICITATION NOR WILL BE A PART OF ANY RESULTING CONTRACT**
III. INSTRUCTIONS TO OFFERORS

1. QUESTIONS/INFORMATION REQUESTS
All questions about this RFP shall be submitted in writing to Guinevere Bruner, Purchasing Agent, Manassas City Public Schools (MCPS) Procurement Office at gbruner@mcpsva.org. For a question to receive consideration, the subject line of the email must state the following: “20-021-RFP - Question”. Failure to label questions as stated may result in the questions not being answered. Questions should be succinct and must include the potential Offeror’s name, title, company name, company address and telephone number.

Upon the date of issuance of this solicitation, any contact initiated by any potential Offeror with any MCPS staff or school representative (e.g. superintendent, school board members, staff, consultants, students, evaluation committee members, etc.) other than the Purchasing Agent, concerning this proposal is prohibited. Any such unauthorized contact shall cause the disqualification of the Offeror’s proposal.

2. TENTATIVE SCHEDULE FOR #: 20-021-RFP
RFP Issued: October 24, 2019
Question Deadline: November 6, 2019 by 5:00 pm EST
Addendum 1 Issuance: November 8, 2019
Proposal Due Date: November 21, 2019 by 2:00 pm EST
Oral Presentations/Interviews: January 2020
Negotiations: TBD
Contract Award: February 2020
Contract Start: Anticipated July 1, 2020

Questions received after 5:00 pm EST on November 4, 2019, will not be considered. Any questions related to the answers provided in Addendum 1 may be addressed in an additional addendum. If questions and/or responses require revisions to this RFP as it was originally published, such revision will be by formal amendment only. Offerors are advised that any written, electronic or oral statements made by any MCPS representative or other person appearing to change materially any portion of the RFP shall not be relied upon unless subsequently ratified by a written amendment to this RFP issued by the Purchasing Agent in the Office of Procurement and Contracting.

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

4. ETHICS IN PUBLIC CONTRACTING/NON-COLLUSION
By submitting a response, Offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal. Offerors shall certify they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value present or promised unless consideration of substantially equal or greater value was exchanged.
5. **CONFLICT OF INTEREST STATEMENT**
Each Offeror shall sign a Conflict of Interest Statement (Attachment B) certifying that to the best of his/her knowledge no MCPS official or employee having official responsibility for the procurement transaction or member of his/her immediate family has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the proposal or as soon as thereafter it appears that such a benefit will be received. Failure to disclose the information described above may result in suspension or debarment, rescission of the contract, or recovery of the cost of the financial benefit from the contractor, recipient or both.

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

In the event the Offeror has knowledge of benefits as outlined above, this information should be submitted with the proposal. If the above does not apply at the time of Contract award and becomes known after inception of a contract, the Offeror shall address the disclosure of such to the Purchasing Agent in the Office of Procurement and Contracting. The RFP number shall be referenced in the full disclosure.

6. **EXPENSES INCURRED IN PREPARING PROPOSAL**
MCPS accepts no responsibility for any expense incurred by any Offeror in the preparation and presentation of a Proposal. All expenses related to an Offer are the sole responsibility of the Offeror.

7. **INCOMPLETE DOCUMENTS**
Offerors are responsible for having determined the accuracy and/or completeness of the RFP upon which they relied in making their Proposals, and have an affirmative obligation to notify the MCPS Purchasing Agent immediately upon discovery of an apparent or suspected inaccuracy, error in, or omission of any pages, drawings, sections or addenda whose omission from the documents was apparent from a reference or page numbering or other indication in the RFP.

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

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

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

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

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

9. **AUTHORITY TO TRANSACT BUSINESS**

Any Offeror organized as a stock or non-stock corporation, limited liability corporation, business trust or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper and full **legal name** of the firm or entity and the identification number issued to the Offeror by the Virginia State Corporation Commission must be written in the space provided on the Proposal Form. Any Offeror that is not required to be authorized to transact business in the Commonwealth shall include in its Proposal a statement describing why the Offeror is not required to be so authorized. Failure to provide such documentation shall be grounds for rejection of the Proposal or cancellation of the award. For further information potential Offerors should refer to the Commonwealth of Virginia State Corporation Commission website at [www.scc.virginia.gov](http://www.scc.virginia.gov).

10. **LATE PROPOSALS**

To be considered for evaluation, Proposals must be received by the Office of Purchasing and Contracting by the designated date and time listed in the RFP. The official time used for determining the receipt of Proposals is the time at the MCPS Central Office Front Desk. Proposals received after the date and time designated will be considered non-responsive, automatically disqualified and will not be considered. MCPS is not responsible for delays in the delivery of mail by the United States Postal Service, private couriers, or the intra-school mail system or delivery by any other means. It is the sole responsibility of the Offeror to ensure its Proposal reaches the Office of Procurement and Contracting by the designated date and time.

11. **INTEREST IN MORE THAN ONE PROPOSAL**

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

12. **INCLEMENT WEATHER POLICY**

Due to inclement weather conditions, MCPS may elect to close schools and/or administrative offices. The following is an explanation of the policy.

**CODE GREY:** Schools are closed and Administrative Offices are on a two (2) hour delay

**CODE BLUE:** Schools are closed and Administrative Offices are closed

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

13. INSURANCE REQUIREMENTS
Each Offeror shall review the Insurance Requirements section carefully with its insurance agent or broker prior to submitting a Proposal to ensure they can provide the specific coverage requirements and limits applicable to this solicitation. If the Offeror is not able to meet the insurance requirements of this solicitation, alternate insurance coverage acceptable to MCPS may be proposed by the Offeror and considered by MCPS. Written requests for consideration of alternate coverage must be received by the MCPS Purchasing Agent at least ten (10) calendar days prior to the date and time Proposals are set to be received. If MCPS denies the request for alternate coverage, the coverage required by the Insurance Checklist or Requirements section must be provided. The Insurance Requirements Provision can be found in Attachment C.

14. AWARD PROTEST
Any Offeror may protest the award or decision to award a Contract by submitting a protest in writing to the Purchasing Agent no later than ten (10) calendar days after public Notice of Intent to Award or the announcement of a Decision to Award, whichever occurs first. Any potential Offeror on a Contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such Contract shall submit such protest in the same manner no later than ten (10) calendar days after posting or publication of the notice of such Contract. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within ten (10) days of receipt of the protest stating the reasons for the action taken.

a. If, prior to award, it is determined that the Decision to Award is arbitrary and capricious then the sole relief shall be a finding to that effect. The Purchasing Agent shall cancel the proposed award or revise it to comply with the law.

b. If, after an award, it is determined that an award of a contract was arbitrary and capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the Contract may be declared void by MCPS. Where the award has been made and performance has begun, the Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of MCPS. Where a Contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the Contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

c. Pending final determination of a protest or appeal, the validity of a Contract awarded and accepted in good faith in accordance with this paragraph shall not be affected by the fact that a protest or appeal has been filed.

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

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

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

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

1. GENERAL REQUIREMENTS
Failure to submit all information required may result in a lowered evaluation score or the Offeror being found non-responsive. In order to be considered for selection, Offerors must submit a complete response to this RFP. Two (2) original hard copies of the Proposal in a binder, and two (2) electronic copies of the original hard copy Proposal, both with a completed Pricing Exhibit, so marked. One (1) original hard copy Proposal and one (1) electronic copy of the original hard copy Proposal will be sent to the contacts under Proposal Submission Address. Six (6) individual Hard Copies, in binders, of the original Proposal, without the completed Pricing Exhibit shall be sent to MCPS only as directed under the Proposal Submission Address, located on page 3 of this RFP. Offer should also include one (1) Electronic Copy to MCPS marked “Redacted Proprietary” that includes the removal of all proprietary items. If no proprietary information is removed, Offeror shall provide a written letter stating as such in the Proposal Response. Offeror should submit a total of eleven (11) individual copies of the Proposal.

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

Proposals shall be submitted in a sealed package, with the RFP number, Title, Due Date and Time on the outside of the sealed package. Offerors are responsible for having their Proposal received by the Office of Procurement and Contracting staff by the due date and time. MCPS will not assume responsibility for reproduction where an insufficient number of copies have been supplied. MCPS will notify the Offeror of the deficiency and request that the appropriate number of copies are delivered by the end of the second business day following the request. Failure to comply with this or other requirements of this RFP may be grounds for the Proposal to be rejected.

Emailed or facsimile submission of Proposals is not acceptable and any such Proposals will not be considered. Nothing herein is intended to exclude responsible Offerors or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit Proposals. Only the original hard copy of the proposal and the electronic copy of the original hard copy of the Proposal should contain pricing information. The electronic copies of the Proposal should not contain or make reference to pricing information. Proposals shall be signed by a representative of the Offeror authorized to commit the Offeror to any contract. Failure to submit all information requested may result in the Office of Procurement and Contracting requiring prompt submission of missing information and/or giving a lower evaluation of the Proposal.

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

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

2. VIRGINIA FREEDOM OF INFORMATION ACT
MCPS and its officials, employees and agents will copy and use the response of the Offeror and documents included with the response, for various purposes related to analysis, evaluation and decision to award a Contract. Ownership of all data, materials and documentation originated and prepared for MCPS pursuant to the RFP shall belong exclusively to MCPS and be subject to inspection in accordance with the Virginia Freedom of Information Act. Following award, MCPS may be required to allow inspection and copying of documents, and may also use the Offeror’s documents in connection with any resulting contracts with that Offeror. The Offeror is responsible for obtaining any necessary authorizations for all such use of the documents and information, and for ensuring that such copying and use is in conformance with laws related to trademarks and copyrights. Any document or information for which the Offeror has not obtained such authorization, or for which such copying and use is not authorized, shall not be submitted. The undersigned Offeror agrees to indemnify, defend and hold MCPS, its officials, employees and agents harmless from any claims of any nature, including claims arising from trademark or copyright laws, related to use of information and documents submitted with the Offeror’s response.

Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act, only under the following circumstances: (a) the appropriate information is clearly identified by some distinct method such as highlighting or underlining, (b) only specific words, figures or paragraphs that constitute trade secrets or proprietary information are identified, and (c) a completed summary page, TAB 8, is supplied and includes the information to be protected, the section/page number(s) where this information is found in the proposal, and a statement why protection is necessary for each section listed. The Offeror must invoke the protection of VPPA §2.2-4342 prior to or upon submission of the data or other materials to be protected and state the reasons why protection is necessary. References may be made within the body of the Proposal to proprietary or trade secret information, however, all information contained within the body of the Proposal not in the separate section labeled proprietary shall be public information. Offerors may not declare the entire Proposal proprietary nor may they declare the proposed pricing to be proprietary. It is the Offeror’s sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

3. FORMAT AND CONTENT OF RFP PROPOSALS
The Offeror’s Proposal shall address the items included in the Scope of Work and in the Evaluation Criteria for Proposal Evaluation. It is the Offeror’s responsibility to ensure the copies submitted electronically (CD) should mirror the content of the original hard copy and should be in a format listed on page 3 of the RFP document. Failure to do so will result in a lowered evaluation. Incomplete Proposals may be deemed non-responsive. In presenting their proposals, Offerors are encouraged to be thorough in addressing the Statement of Needs, the Instructions to Offerors, and the Proposal Requirements as outlined in this RFP.

To facilitate the MCPS’s evaluation of Offeror’s proposal, Offeror is to number all pages of its proposal and provide tabs listing the evaluation criteria indicated below.
Offerors should be completely responsive to this RFP, be able to conform to the terms and conditions provided herein, and provide responses to the evaluation criteria outlined below. Offerors should not incorporate their standard contract document into their proposals, by reference or in full text, without listing each exception they represent to the terms and conditions of this RFP, as described in the Exceptions/Alternatives section of this paragraph.

Offerors are encouraged to provide thorough and detailed information regarding the product and services being offered, based on the details provided, below.

To facilitate MCPS’ evaluation of Offeror’s proposal, Offeror must number all pages of its proposal and provide tabs as indicated above. Offeror must fully address each of the following items and submit proposals using the following format:

**TAB 1: ADMINISTRATIVE**

Fully Executed RFP Title Pages 1, 2, 3, 4 and 5 of this RFP should be included as the first five (5) pages of the Proposal. Offerors shall ensure these pages are completed, signed and submitted exactly as requested. The name stated on the Title Sheet on page 4 must be the full legal name of the Offeror and the address must be that of the office which will have the responsibility for the services provided. The following forms shall also be completed and provided in this Tab in the following Order:

- Attachment A – Conflict of Interest Statement
- Attachment B – Data Security Agreement
- Attachment C – Insurance Checklist
- Attachment D – Business Associate Agreement

**TAB 2: EXPERIENCE**

Provide a concise description of all work experiences as they relate to the scope of work outlined herein. Said description should include, but not be limited to:

a. Offeror’s established experience record in providing comparable services to public-sector organizations similar to MCPS.
   - Number and types of customers the Offeror has served with comparable services.
   - Number of years Offeror has been providing these types of services.

b. A minimum of three (3) references for which Offeror has completed services comparable to those described in this RFP and two (2) terminated clients within the past 2 years in public-sector. For each reference, detail:
   - Name of firm;
   - Address of firm;
   - Name, title, address, e-mail address, and phone number of a contact for the firm;
   - Number of years Offeror has served the firm; and
   - Brief summary of scope of services provided.

c. Other available documentation to verify Offeror’s experience.

d. A statement detailing why the Offeror is the best candidate to provide MCPS with the services requested in this RFP.

e. List and provide a brief summary of any litigation to which Offeror has been a party in the past three (3) years.
TAB 3: CAPABILITY AND SKILL
Describe the qualifications and skills of the organization to provide the services. Said description should provide, but not be limited to, the following information:

a. Background information about the organization with management structure of the firm -- e.g. organization chart of the firm, project team, etc.
   • Size and location of the office that will serve MCPS;
b. Offeror’s qualifications to perform the services.
c. Qualifications and resumes of the assigned MCPS account team who will be servicing contract.
d. Indicate the type of organization you represent, i.e. individual, partnership or corporation. If the Offeror is a corporation, list the names of the President, Vice-President, Secretary, Treasurer and all principals. If the Offeror is a partnership, include the names of all principals or partners.
e. A detailed history of all mergers or acquisitions.
f. A copy of the certificate verifying the firm is registered to do business in Virginia.
g. Offeror’s current financial condition. Provide a copy of offeror’s Dunn and Brad Street financial report and any other supporting documentation, such as audited annual reports.
h. If Offeror intends to subcontract any part of the work under this contract, indicate services to be subcontracted and subcontractor(s) to provide said services.

TAB 4: SERVICES TO BE PROVIDED
Services to be Provided - Provide a detailed description of the services to be provided under this contract. Said description must address, at a minimum:

a. An introduction - An overview of Offeror’s understanding of the scope of work and services to be provided.
b. Best practice approaches to providing services to MCPS that enhance efficiency and effectiveness. Innovative solutions will be considered by MCPS.

TAB 5: RESPONSE TO QUESTIONNAIRES AND EXHIBITS
Completion of all Questionnaires and required Exhibits

TAB 6: PRICE
Price Exhibits shall be submitted in a separate sealed envelope and shall not be submitted in each of the proposals.

a. Submit with the proposal the requested pricing exhibits.
b. Offeror’s prices will be subject to negotiations.
c. After negotiations and award of this contract, Successful Offeror’s pricing for the services provided under this contract shall be a firm fixed-price during the term of the contract and any extensions.

TAB 7: EXCEPTIONS/ALTERNATIVES
Detail any exceptions taken to the Statement of Needs and Terms and Conditions sections of this RFP. For each exception, specify the RFP page number, section number, and the exception taken. Offeror shall not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP, as described in the Exceptions/Alternatives section of this RFP. Any items not stated in this section shall not be considered during the negotiation phase of Proposal Evaluations. Non-negotiable items are defined in the RFP. This tab is not scored.

TAB 8: PROPRIETARY
Completion of all Questionnaires and required Exhibits
V. EVALUATION PROCESS AND METHOD OF AWARD

1. PROPOSAL EVALUATION
MCPS will create a Selection Advisory Committee (SAC) to review and evaluate all Proposals. The SAC will rely on the Proposals submitted in selection of finalists. Offerors must emphasize specific information considered pertinent to the Work and submit all information requested. SAC evaluates proposals to identify the highest qualified Offeror, whose Proposal is determined, in writing, to be the most advantageous to MCPS, taking into consideration the evaluation criteria set forth in the RFP. MCPS may select two (2) or more Offerors, deemed fully qualified, responsible and suitable based on the initial responses and with emphasis on professional competence, to provide the required services. Informational discussions shall be permissible.

Oral Presentations and/or interviews shall take place with the short-listed, or two (2) or more Offerors deemed most advantageous in the initial evaluations. Offerors are encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. This is a fact-finding and explanation session only and does not include negotiation. Proprietary information from competing Offerors shall not be disclosed to the public or competitors. The Purchasing Agent will schedule the time and location of presentations. Oral presentations/interviews are an option of MCPS and may or may not be conducted.

At the conclusion of presentations, on the basis of evaluation criteria published in the Request for Proposals, including price if so stated in the Request for Proposals, and all information developed in the selection process to this point, MCPS shall select, in the order of preference, two (2) or more Offerors deemed to be fully qualified and best suited among those submitting proposals. Negotiations shall then be conducted with each of the Offerors so selected. Negotiations will include any exceptions to MCPS terms and conditions as specified in TAB 7 of the Offeror’s Proposal. Offerors failure to submit written exceptions to any provisions in their Proposals shall be deemed acceptance of the liability provisions contained in the RFP and no exceptions shall be considered. Price shall be considered, but need to be the sole determining factor.

If a contract satisfactory and advantageous to MCPS can be negotiated, at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror shall be formally terminated and negotiations conducted with the next ranked Offeror, until such a contract can be negotiated. Should MCPS determine, in writing and in its sole discretion, that only one (1) Offeror is fully qualified, or that one (1) Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror, subject to School Board Approval. When the terms and conditions of multiple awards are so provided in the RFP, awards may be made to more than one (1) Offeror.

2. EVALUATION CRITERIA
The following Evaluation Criteria will be used in evaluating the Proposal for ranking Offerors. Scores for the Evaluations will determine the Offerors to be short-listed for Oral Presentations/Interviews, if presentations will be conducted. If presentations are conducted, Offerors will be rescored based on Evaluation Criteria identified herein. Scores resulting from the Short List Presentations Evaluation Criteria will be added to the scores from the initial evaluations to determine the ranking of Proposals whereby MCPS will enter into Negotiations as described above.
<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>WEIGHT</th>
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<tbody>
<tr>
<td>1. Functional Requirements</td>
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<tr>
<td>• Extent to which the proposed solutions satisfy the RFP requirements</td>
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<td>• Ability to match plan designs</td>
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<td>• Reporting capability</td>
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<td>• Clearly demonstrated understanding of the work to be performed</td>
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<td>• Quality of care and plan of benefits</td>
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<td>o Performance of delivery system</td>
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<tr>
<td>- Network facilities and professional providers</td>
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<td>- Cost containment and utilization management protocol</td>
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<td>- Ongoing quality measures and assessments</td>
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<td>- Network stability</td>
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<td>o Network choice and access</td>
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<td>o Current network match</td>
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<td>o Level of member disruption</td>
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<td>o Flexibility of program: out of area claims, out of area members</td>
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<tr>
<td>• Quality of administration and services</td>
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<td>o Enrollment process</td>
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<td>o Reporting capabilities</td>
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<td>o Claim processing: Accuracy; Timeliness; Systems</td>
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<td>o Service/performance guarantees</td>
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<td>o Communication materials</td>
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<td>o Technological capabilities</td>
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<td>o Employer/member services</td>
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<td>2. Experience and Qualifications</td>
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<td>• Financial stability of firm</td>
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<td>• Prior successful experience completing a project of similar magnitude</td>
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<td>• References</td>
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<td>• Resumes of proposed staff – technical experience and competence</td>
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<td>3. Implementation of Services/Project Management</td>
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<td>• Project approach</td>
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<td>• Implementation timeline demonstrating Offeror’s ability to complete implementation tasks prior to open enrollment to ensure plan is fully operational July 1, 2020</td>
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<td>4. Cost (scored independently)</td>
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<tr>
<td>• Network savings (impact on claims cost)</td>
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<td>• Cost containment services and utilization management programs</td>
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<td>• Pharmacy savings and guarantees</td>
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<td>• Administration, retention fees/charges</td>
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<td>• Cost and cost guarantees</td>
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<td>5. Quality of written proposal/oral presentation</td>
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<td>TOTAL</td>
<td>100</td>
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VI. MCPS CONTRACT TERMS AND CONDITIONS

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

The Contract consists of the following documents, all of which are incorporated into and are a part of the Contract, and which, in the event of a conflict, shall be given precedence in the order they are listed, which any Amendment or Modification having precedence over preceding provisions. In the event of a conflict within a Contract Document at the same level of precedence, that provision requiring the higher quality of performance or quantity shall prevail. In the event of a conflict which is not resolved by the foregoing, the Owner (MCPS) shall determine the provision having precedence.

1. Agreement # and all modifications properly incorporated into the Agreement
2. Attachment A – Statement of Work
3. Attachment B – Pricing Schedule
4. Attachment C – Non-Disclosure and Data Security Agreement
5. Attachment D – Contract Terms and Conditions
6. Attachment E – Certificate of Insurance
7. Attachment F – Business Associate Agreement
8. Attachment G – Negotiated Items List

The Following are incorporated by reference:
9. The Request for Proposal (RFP) documents; and
10. The Proposal Response from the Contractor

Where the terms and conditions of the Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of the Agreement shall prevail over the other Contract Documents. The Contract Documents set forth the entire Contract between MCPS and the Contractor. MCPS and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this Contract, which is not contained in the Contract Documents. The Contract Documents are referred to herein as the “Contract”.

A. SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (hereinafter the “Work”). The primary purpose of the Work is to obtain the services of a qualified Contractor to provide and implement the Work, as fully described in Attachment A. The Contract Documents set forth the minimum work estimated by MCPS and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of its Work. The Contractor shall be responsible for providing the Work.

B. STANDARD OF CARE
The Contractor shall be responsible for the quality, technical accuracy and the coordination of all deliverables and other services furnished by the Contractor under this Agreement. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies that significantly affect the production environment, as determined by the Project Manager, which are discovered within a twelve-month period after final completion of Work.
C. **AUTHORITY**
The Purchasing Agent has been delegated authority for issuance of Invitations for Bid, Requests for Proposal, modifications, Purchase Orders, and Contracts awarded and approved by and for MCPS. The Purchasing Agent is authorized to enter into negotiations, change orders, contracts, or in any way obligate MCPS for indebtedness. Any Purchase Order or Contract made which is contrary to these provisions and authorities shall be of no effect and voice, and MCPS shall not be bound thereby.

D. **PERIOD OF CONTRACT AND RENEWALS**
The period of this Contract shall be effective from **July 1, 2020 to June 30, 2022** (“Initial Contract Term”). This Contract may be renewed for a prior of eight (8) additional one year periods (“Renewal Contract Term”), at the sole discretion of MCPS, at any time prior to thirty (30) days following the expiration of the Contract Term, and such Renewal Contract Term shall be effective immediately upon the expiration of the latest Renewal Contract Term. MCPS shall have this right of renewal for up to, but not more, than **eight (8)** Renewal Contract Terms, making a maximum of ten (10) Contract Terms.

Pricing changes after the Initial Contract Term shall be reviewed by the Purchasing Agent upon receipt of a written request form the Contractor substantiating to the satisfaction of the Purchasing Agent increased cost of performance over the preceding Contract Term/Renewal Contract Term.

MCPS reserve the right to not accept the changed pricing and to obtain prices for items/services from other Contractors and, if the prices are considered to be fair and reasonable, award the items/services to the Contractor(s) with the lowest price that meets the Contract Requirements.

E. **CONTRACT AMOUNT**
MCPS will pay the Contractor in accordance with the firm fixed price(s) shown in Attachment B – Pricing Schedule. The firm fixed price shall include all of the Contractor’s fees in performance of the Work under this Contract, including but not limited to, travel, overhead and profit. The firm fixed price(s) shall not be subject to change during the Contract Term.

F. **PAYMENT AND INVOICING**
Contractor will be paid upon acceptance of the submission of a complete invoice satisfactory to the Project Manager that meets the requirements of this section and other applicable provisions of the Contract. The Contractor will be paid net forty-five (45) days after receipt of a correct, as determined by the Project Manager, invoice approved by the MCPS Project Manager. The MCPS Purchase Order number and MCPS Contract Number shall appear on all invoices. The School Board reserves the right to withhold any or all payments or portions thereof for Contractor’s failure to perform in accordance with the provision of the Contract or any modifications thereto. Payment with MCPS VISA P-Card is the preferred method of payment and decreases the length of time for normal check processing.

G. **MODIFICATIONS TO THE CONTRACT AND/OR SCOPE**
MCPS may order changes within the general scope of the Work consisting of additions, deletions, or other revisions at any time by written notice to the Contractor. Changes within the scope of the Work, include but are not limited to, things such as services to be performed, the method of packing or shipment and the place of delivery or installation. Changes may also include new requirements necessitated by changes in state and/or federal law. The Contractor shall be compensated for any additional costs incurred as a result of such order and shall give MCPS a credit for any resulting savings. Additionally, an increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the Work.

No claim may be made by the Contractor that the scope of the Work or of the Contractor’s services has been changed requiring adjustments to the amount of compensation due to the Contractor unless such adjustments have
been made by a written amendment to the Contract signed by MCPS and the Contractor. No modifications to the Work can be made which will result in an increase of the original contract price by a cumulative amount of more than $50,000 or 25%, whichever is greater, without advance written approval of the School Board.

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

H. **MCPS PURCHASE ORDERS***
MCPS purchases are authorized only if an MCPS Purchase Order is issued or Credit Cards Authorization form is issued in advance of the transaction, indicating that the ordering school or department has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering school or department. MCPS will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the MCPS Purchasing Agent. Contractors providing goods and/or services without a signed MCPS Purchase Order do so at their own risk and expense.

I. **REIMBURSABLE EXPENSES**
MCPS does not authorize any additional travel expenses. All expenses shall be included in the firm fixed price for the Work for MCPS. MCPS shall not approve any request for reimbursement for travel-related expenses submitted by the Contractor.

J. **ETHICS IN PUBLIC CONTRACTING***
This Contract incorporates by reference any and all Local, State and/or Federal laws related to ethics, conflicts of interest, or bribery, including but not limited to the Virginia State and Local Government Conflict of Interests Act, Code of Virginia §2.2-3100 et seq., the Virginia Governmental Frauds Act, Code of Virginia §18.2-498.1 et seq. and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§18.2-438 et seq.). The Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their Proposal, and they have not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

K. **PAYMENT OF SUBCONTRACTORS***
The Contractor is obligated to take one of the following actions within seven (7) calendar days after receipt of amounts paid to the Contractor by MCPS for work performed by any subcontractor under this Contract:

a. Pay the subcontractor of the proportionate share of the total payment received from MCPS attributable to the work performed by the subcontractor under this Contract; or

b. Notify MCPS and the subcontractor, in writing, of the Contractor’s intention to withhold all or part of the subcontractor’s payment with the reason for nonpayment

The Contractor is obligated to pay interest to the subcontractor or all amounts owed by the Contractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from MCPS for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in “b” above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include each of its subcontracts a provision requiring each subcontract to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. The
Contractor’s obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed as an obligation to MCPS. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

L. NON-APPROPRIATION*
Manassas City Public Schools’ obligation to pay compensation due to the Contractor under the Contract or any other payment obligations under any Contract awarded pursuant to this RFP is subject to appropriations by the School Board to satisfy payment of such obligations. The School Division’s obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, MCPS shall terminate the Contract, without termination charge or other liability to MCPS, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever occurs first. MCPS will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after the action is completed by the School Board. However, failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds are not appropriated.

M. ANTI-DISCRIMINATION*
By submitting a Proposal and during the performance of this Contract, the Contractor certifies to MCPS that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, and where applicable the Virginians with Disabilities Act, the Americans with Disabilities Act and VPPA §2.2-4311. In every Contract over $10,000 the provisions in M.a and M.b below apply. During the performance of this Contract, the Contractor agrees as follows:

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

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

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

d. The Contractor will include the provisions listed above in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor.

N. NON-DISCRIMINATION AGAINST FAITH-BASED ORGANIZATIONS*
The Contractor certifies they do not discriminate against faith-based organizations. The School Board in procuring goods and/or services, or in making disbursements pursuant to this section, shall not discriminate against a faith-based organization on the basis of the organization’s religious character or impose conditions that restrict the religious character of the faith-based organization, except funds provided for expenditure pursuant to contracts with public bodies shall not be spend on religious workshop, instruction or proselytizing, or impair, diminish or discourage the exercise of religious freedom by the recipient of such goods, services or disbursements.

O. NO EMPLOYMENT OF UNAUTHORIZED ALIENS*
In accordance with the Code of Virginia §2.2-4311.1, the Contractor represents and warrants that Contractor does not, and shall not, during the performance of the Contract, knowingly employ any unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
P. REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL AND SUBCONTRACTORS
The key personnel and subcontractors submitted by the Contractor in this Proposal and thereafter accepted by MCPS are considered essential to the Contractor’s qualifications. The Contractor may not replace, substitute or augment any key personnel or subcontractor without prior written approval of MCPS. A request to replace or substitute any key personnel or subcontractor for any reason, shall be provided to the MCPS Project Manager at least twenty (20) days in advance of such proposed replacement or substitution and the request shall contain sufficient justification, including identification of the proposed replacement or substitute and their qualifications, in sufficient detail to allow evaluation by MCPS.

Additionally, the Contractor shall not remove or replace their approved Project Manager without written approval of MCPS. In the event of the Project Manager’s termination or resignation from the Contractor’s employment, the Contractor shall replace the Project Manager with an individual with similar qualifications and experiences and only with MCPS’ written approval.

Q. PROJECT STAFF
MCPS has the right of reasonable rejection and approval of staff or subcontractors assigned to the Work by the Contractor. If MCPS reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to MCPS in a timely manner and at no additional cost to MCPS. The day-to-day supervisions and control of the Contractor’s employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor. The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall only employee persons reasonably proficient in the Work assigned.

R. DRUG-FREE WORKPLACE
During the performance of this Contract, the Contractor agrees to:
   a. Provide a drug-free workplace for the Contractor’s employees;
   b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution dispensation, possession or use of a controlled substance or marijuana is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;
   c. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and
   d. Include the provisions of the foregoing clauses (substituting the subcontractor or vendor for the Contractor as the obligated party) in every subcontract or purchase order $10,000, so that the provisions will be binding upon each subcontractor or vendor

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

S. CERTIFICATIONS REGARDING FELONS AND SEX OFFENDERS
Pursuant to the Code of Virginia §22.1-296.1.C, the Contractor certifies that it and any of its employees who will have direct contact with any School Division students have not been convicted of a felony or any offense involving sexual molestation or physical or sexual abuse or rape of a child. Contractor shall promptly report to MCPS any change that would make this Certification no longer accurate.

T. AUTHORIZATION TO CONDUCT BUSINESS IN VIRGINIA
The provisions of the Code of Virginia §2.2-4311.2 are incorporated herein by reference. If the Contractor is a business entity described in VA Code §2.2-4311.2.A, that Contractor must be authorized to transact business in
Virginia if required by law to be so authorized and shall not allow its existence or certificate authority or registration to transact business to lapse or be revoked or cancelled during the term of this Contract.

U. **INDEPENDENT CONTRACTOR***
The Parties understand that the Contractor and its employees and subcontractors shall be independent contractors and not the School Board’s employees for any purpose whatsoever. This Contract shall not be construed as a partnership and the School Board shall not be liable for any obligation incurred by the Contractor. However, the Contractor shall comply with all policies, rules and regulations of the School Board in connection with the provision of the services under this Agreement. All services rendered by the Contractor shall be rendered in a competent, efficient, timely and satisfactory manner in strict accordance with the currently approved methods and practices in the Contractor's professional specialty. Upon notice from MCPS, Contractor will remove any employee or subcontractor assigned to provide services under this agreement and assign another employee/subcontractor to provide those services.

V. **TAX EXEMPTION**
MCPS is exempt from the payment of Federal Excise or Virginia State and Use Tax. MCPS tax exemption number is 54-1207347. A copy of MCPS Sales and Use Tax Exemption Certificate is posted on the MCPS website.

W. **FORCE MAJEURE**
MCPS shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism or an act of God beyond control of MCPS that make performance impossible or illegal, unless otherwise specified in the Contract.

The Contractor shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current Contract, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

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

Y. **APPLICABLE LAWS AND JURISDICTION***
This Contract and the Work performed hereafter shall be governed in all respects by the laws of the Commonwealth of Virginia, including but not limited to the Virginia Public Procurement Act, and any litigation with respect thereto shall be brought in the courts of Prince William County, Virginia, except to the extent that Federal Court is appropriate. In performing the Work, the Contractor shall comply with all applicable federal, state and local laws, ordinances and regulations and be legally authorized to do business in the Commonwealth of Virginia.

Z. **ARBITRATION***
It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any reference to arbitration is expressly deleted from the Contract.

AA. **NO WAIVER***
The failure of either part to exercise in any respect a right provided in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by MCPS pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of MCPS. The parties intend for this provision to be read as broadly as possible.

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

CC. INDEMNIFICATION*

a. General Indemnification: The Contractor shall indemnify, keep and save harmless MCPS, its agents, officials, employees and volunteers against Claims that may accrue or arise against MCPS as a result of the granting a Contract, if the Claim was caused by the negligence, error or omission of the Contractor, its employees, its subcontractors or its subcontractor’s employees. As used in this Section, a Claim includes: injuries, death, damage to property, patent claims, breach of data security, Unauthorized Use/Disclosure of protected health information, regulatory fines/penalties, suits liabilities, judgements, cost and expenses. Upon request from MCPS, the Contractor must at its own expense: appear, defend and pay all attorney’s fees and all costs and other expenses related to the Claim. If, related to the Claim, any judgment is rendered against the School Board or a settlement reached that requires MCPS to pay money, Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend MCPS as herein provided.

b. Intellectual Property Indemnification: In addition to the General Indemnification, the Contractor shall indemnify MCPS for and defend MCPS against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor’s products, software, services or deliverables. Contractor must indemnify MCPS for any loss, damage, expense or liability, including costs and reasonable attorney’s fees that may result by reason of such claim.

In the event of a claim covered by this subparagraph, and in addition to all other obligations of the Contractor in this paragraph, the Contractor must at its expense and within a reasonable time: i. obtain a right for MCPS to continue using such products and software, or allow Contractor to continue performing the Work; ii. modify such products, software, services or deliverables to make them non-infringing; or iii. replace such products or software with a non-infringing equivalent. If, in the Contractor’s reasonable opinion, none of the foregoing options are feasible, the Contractor must immediately notify MCPS and accept the return of the products, software, services or deliverables, along with any other components rendered unusable as a result of the infringement or claimed infringement, and refund to MCPS the price paid to the Contractor for such components as well as any pre-paid fees for the allegedly infringing services, including license, subscription fees, or both. Nothing in this paragraph, however, relieves the Contractor of liability to MCPS for damages sustained by MPS by virtue of any breach of contract related to a third-party infringement claim.

c. Right to Participate in Defense: MCPS may, at its sole discretion, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires MCPS to: i. admit liability or wrongdoing; or ii. pay money. In either of these cases, the Contractor must obtain MCPS’ written prior consent before entering into such settlement or resolution.

d. No Indemnification by MCPS: The Parties agree that under applicable law MCPS cannot indemnify or defend the Contractor. Cross-indemnity provisions are not acceptable. To the extent any promise or term contained in this Contract, including any exhibits, attachments or other documents incorporated by
reference therein, includes an indemnification or obligation to defend by MCPS, that promise or term is stricken from this Contract and of no effect.

DD. **COOPERATIVE PURCHASING**

MCPS is conducting this procurement in accordance with VPPA §2.2-4304, Joint and Cooperative Procurement. Except for Contracts for professional services and construction, a public body may purchase from another public body’s contract even if it did not participate in the Request for Proposal (RFP) or Invitation 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.

MCPS acts only as the “Contracting Agent” for these jurisdictions and political subdivision. Each public body has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participating, non-discrimination, etc. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction. MCPS shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

EE. **CONFIDENTIAL INFORMATION**

The Contractor and its employees, agents and subcontractors, hereby agree to hold as confidential all MCPS information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, proprietary systems, addresses, dates of birth, other contact information or medical information about a person’s information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of, and abide by, this requirement.

FF. **HIPAA COMPLIANCE**

The Contractor shall comply with all applicable legislative and regulatory requirements of the Health Information Portability and Accountability Act of 1996, as amended (“HIPAA”). Pursuant to 45 CFR §164.502(c) and §164.504 (e), the Contractor shall be designated a Business Associate and will be required to execute an MCPS Business Associate Agreement (“BAA”). All terms and conditions in the BAA shall be read to be compatible with the terms of the Contract. Any disagreement between terms shall be resolved to facilitate full compliance with the requirements of HIPAA.

If the Contractor engages a subcontractor(s) in the performance of the Work under any resulting Contract, the Contractor shall enter into a written agreement with each of its subcontractors pursuant to 45 CFR §164.308 (b) and the Health Information Technology for Economic and Clinic Health (HITECH) Act §13401 that is appropriate and sufficient to require each subcontractor to protect the Protected Health Information (PHI) to the same extent required of the Contractor under MCPS’ Business Associate Agreement and in a form approved by MCPS.

"Protected Health Information" ("PHI") shall mean any individually identifiable health information that identifies or can reasonably be linked to the identity of an individual to whom it relates, that is created, received, maintained, and/or transmitted to/by Contractor in the course of Contractor’s provision of services to MCPS pursuant to the Contract. The Contractor takes full responsibility for any failure to execute the appropriate agreements with its subcontractor(s) to comply with the existing and future regulations of HIPPA and HITECH, and shall indemnify MCPS in accordance with the Indemnification Clause in this section.
GG. **GUARANTEES AND WARRANTIES**

All guarantees and warranties shall be furnished by the Contractor and shall be delivered to MCPS before final payment on the Contract is made. Unless otherwise stated, manufacturer’s standard warranty applies.

HH. **AUDIT**

The Contractor shall retain all books, records and other documents relative to this Contract for six (6) years after final payment, or until audited by MCPS, whichever is sooner. MCPS shall have full access to and the right to examine any said materials during the retention period.

II. **OWNERSHIP OF MATERIAL AND RECORDS**

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose MCPS’ data or inputs. Ownership of all data, material and documentation originated and prepared by the Contractor for MCPS pursuant to the solicitation and any resulting Contract shall belong exclusively to MCPS and be subject to public inspection in accordance with the Virginia Freedom of Information Act.

JJ. **TERMINATION FOR CAUSE/DEFAULT**

The Contract shall remain in force for the Initial Contract Term or any Renewal Contract Term(s) and until MCPS determines that all of the Contract requirements and conditions have been met. MCPS shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by MCPS at its discretion, including if Contractor fails to satisfactorily perform the requirements imposed by the MCPS Business Associate Agreement. If MCPS determines the Contractor has failed to perform satisfactorily, MCPS will give the Contractor written notice of such failure(2) and the opportunity to cure such failures within at least fifteen (15) days before termination of the Contract takes effect (“Cure Period”) except that MCPS may require a cure is less than fifteen (15) days for failure to perform satisfactorily in regard to any requirements imposed by the MCPS Business Associate Agreement. If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor’s failure to provide satisfactory Contract Performance.

If through any cause, the Contractor fails to fulfill in a timely and proper manner their obligations under the Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of the Contract, MCPS shall thereupon have the right to terminate the Contract, specifying the effective date thereof, at least five (5) days before the effective date of such termination, except that MCPS shall have the right to terminate immediately in such cases where failure to immediately terminate is likely to result in Unauthorized use/disclosure of PHI. An "Unauthorized Use/Disclosure" shall be one which is inconsistent with the requirements of the MCPS Business Associate Agreement and/or inconsistent with applicable law. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models and reports prepared by the Contractor under the Contract shall at the option of MCPS, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. However, upon termination pursuant to this section, the Contractor shall be liable to MCPS for all costs incurred by MCPS after the effective date of termination, including costs required to be expended by MCPS to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to MCPS upon demand by MCPS. Additionally, and notwithstanding any provision in this Contractor to the contrary, the Contractor is liable to MCPS, and MCPS shall be entitled to recover all damages to which MCPS is entitled by this Contract or by law, including, but not limited to, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by MCPS to the Contractor under the Contract and all attorney fees and costs incurred by MCPS to enforce any provision of this Contract.

If in the event any termination for cause, default or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.
KK. **TERMINATION FOR CONVENIENCE**

MCPS reserves the right to cancel and terminate any resulting Contract, in part or in whole, without penalty, whenever the Purchasing Agent determines that such termination is in the best interest of MCPS. Any such termination shall be effected by delivery to the Contractor of a written notice of termination at least ten (10) days before the date of termination, specifying the extent to which performance of the Work under this Contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, the Contractor must stop all work or deliveries under the Purchase Order/Contract on the date and to the extent specified. However, any Contract termination notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the Contract price shall be made for completed services, but no amount shall be allowed for anticipated profit on unperformed services.

LL. **DISPUTE RESOLUTION**

Any dispute arising under this Contract, or its interpretation, whether involving law or fact, extra work or extra compensation or time and all claims for alleged breach of Contract, shall be submitted in writing to the Purchasing Agent who shall reduce a decision in writing and mail or otherwise forward a copy thereof to the Contractor within ten (10) days. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. The Decision of the Purchasing Agent shall be final and conclusive unless the Contractor appeals within ten (10) days of receipt of the written decision. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, the condition precedent to consideration of the claim, the Contractor must give written notice of the intention to file such a claim at the time of the occurrence or beginning of the Work upon which the claim is based, whichever occurs first. Nothing herein shall preclude a Contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed de in the final payment.

MM. **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

No potential Bidder, Offeror or Contractor shall institute any legal action until all administrative remedies available under the solicitation and resulting Contract have been exhausted and until all statutory requirements have been met.

NN. **NOTICES**

Unless otherwise provided herein, all notices and other communications shall be deemed to have been given when made in writing and either, delivered in person, delivered to an agent, such as an overnight or similar delivery services, or deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**CONTRACTOR:**
To be completed upon contract execution

**MCPS:**
MCPS Program Manager
Manassas City Public Schools
8700 Centreville Rd
PO Box 520
Manassas, Virginia 20108

AND:

Guinevere Bruner, CPPB
Purchasing Agent
OO. INSURANCE REQUIREMENTS
Under this Contract, the Contractor assumes all risks of direct and/or indirect damage or injury to the property or persons in connection with this Work, and of all damage or injury to any person or property resulting from any action, omission, commission or operation, including any damage or injury arising from any failure to perform in compliance with the requirements of the MCPS Business Associate Agreement and/or from any Unauthorized Use/Disclosure of PHI. All required insurance shall be maintained by the Contractor and its independent contractors at their sole expense, in full force and effect during the life of the Contract and until such time as all Work has been approved and accepted by MCPS.

Any insurance coverage that is placed as a “claims made” policy must remain valid and in force, or the Contractor must obtain extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor’s receipt of final payment.

The Contractor shall secure and maintain all insurance certificates of its subcontractor(s), which shall be made available to MCPS on demand. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to MCPS. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

Compliance by the Contractor and subcontractor(s) with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities provision of the Contract. The Contractor shall be as fully responsible to MCPS for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by them.

MCPS, the School Board, its officers, employees, agents and volunteers shall be named as additional insured under all coverages except Worker’s Compensation and Automobile Liability.

PP. FAILURE TO DELIVER/SERVICE FAILURES
Failure of a Contractor to deliver goods and/or services within the time specified, or within reasonable times as interpreted by MCPS, or failure to make replacements or corrections of rejected articles or services when so requested, immediately or as directed by MCPS, shall constitute grounds for MCPS to “Cover” by purchasing in the open market, articles or services of comparable grade or quality to replace the articles or services rejected or not delivered. On all such purchases, the Contractor shall reimburse MCPS, within a reasonable time specified by MCPS, for any expense incurred in excess of contract prices, or, in MCPS’ purchases shall be deducted from the contract quantities, if applicable. Should public necessity demand it, MCPS reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by MCPS.

QQ. RESPONSIBILITY FOR SUPPLIES TENDERED
Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the Contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after Notice of Rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) business days, after the date of Notification, MCPS may return the rejected materials or supplies to the Contractor at his or her own risk and expense or dispose of them as its own property.
RR. ADVERTISING AND USE OF PROPRIETARY MARKS OR LOGOS
The Contractor shall not use the name of Manassas City Public Schools (MCPS) or any authorized user or refer to MCPS or any authorized user, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of MCPS or such authorized user. In no event may a Contractor use a proprietary mark of MCPS or an authorized user without receiving prior written consent of MCPS.

SS. EXTENSION OF CONTRACT TERM
The MCPS Procurement Office, at its sole and absolute discretion, may extend the Contract Term or final Renewal Contract Term of the resultant Contract for a period of not more than six (6) months, unless specifically stated otherwise in the solicitation.

TT. ACCESSIBILITY OF WEBSITE*
If any Work performed under this Contract results in the design, development, maintenance and responsibility for content and/or format of any MCPS websites, or MCPS’ presence on other party websites, the Contractor shall perform such work in compliance with the requirements set forth in the U.S. Department of Justice document entitled, “Accessibility of State and Local Government Websites to People with Disabilities”. The document is located at: www.ada.gov/websites2.htm.
ATTACHMENT A

CONFLICT OF INTEREST STATEMENT

VIRGINIA CONFLICTS OF INTEREST AND VPPA COMPLIANCE:
This PROPOSAL is subject to the provisions of §§ 2.2-3100 et seq. of the Virginia Code, the Virginia State and Local Government Conflict of Interests Act, and Sections 2.2-4300 et seq. of the Code, the Virginia Public Procurement Act (VPPA).

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

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

<table>
<thead>
<tr>
<th>NAME</th>
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COLLUSION AFFIDAVIT
I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusion is a violation of the State and Federal law and can result in fines, prison sentences, and civil damage awards.

CERTIFICATION FOR ALL OF THE ABOVE
I hereby certify that the responses to the above representations, certification and other statements, including all attachments are accurate and complete. Should the information provide be incomplete or inaccurate I will immediately inform the Purchasing Agent. I agree to abide by all conditions of the RFP and certify that I am authorized to sign for the Offeror.

FIRM:__________________________________________________________

Authorized Signature:__________________________________________

Printed Name & Title:____________________________________________

Date:__________________________________________
ATTACHMENT B
DATA SECURITY REQUIREMENTS

1. Definitions

a. “Minimum Necessary” is defined as making reasonable efforts to limit the amount of information disclosed to the minimum necessary to achieve the specified goal.

b. “Protected Information” (or “PI”) means all information or data identifying, concerning or that can reasonably be used to identify, any individual, including without limitation, health or medical information, employee information, student information, parent or guardian information, financial information, credit or debit card number, bank account information, social security number, taxpayer identification number, driver's license number, government issued ID card or number, passport number, biometric information, health or medical treatment information, health or medical insurance information, all information that is protected, or in connection with which a notification obligation exists in the event of any unauthorized access, acquisition, disclosure or use of such information, under any state and federal law, rule or regulation (such as, e.g., Gramm-Leach-Bliley Act (GLB), protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Family Educational Rights and Privacy Act, as well as any applicable state laws pertaining to the protection of individually identifiable health information or personally identifiable information). Protected Information includes any such information transmitted or maintained electronically, orally, on paper or other media.

c. “Security Incident” is defined as the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

d. "Security Requirements" are the requirements set forth in this exhibit.

Each of the above definitions shall have the meanings ascribed to them above for the purposes of these Security Requirements. All other capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement. These Security Requirements form a part of, and are subject to and shall be governed by the terms and conditions of, the Agreement. In addition to these Security Requirements, Vendor will at all times meet or exceed information system and data security requirements required by applicable law or regulation.

2. Security Compliance

a. Vendor will implement the security measures set forth herein and maintain documentation confirming such implementation. Such documentation will be made available upon the reasonable request of MCPS.

b. Vendor will provide MCPS with a detailed written notification of any and all instances of Vendor non-compliance with the requirements described in this exhibit, as well as, a summary of corrective actions to achieve compliance with each outstanding requirement resulting from its annual audits.

c. Vendor will provide notification should Vendor become non-compliant during the period of the Agreement, as well as, a summary of corrective actions to achieve compliance with each outstanding requirement.

d. Vendor will require that all third parties with access to Protected Information, including subcontractors, comply with the security requirements set forth herein.

3. Certification. On an annual basis, Vendor will provide MCPS a certification confirming that Vendor is in compliance with the requirements set forth in this exhibit.

4. Access

a. Vendor will grant access to Personal Information generated or received from, through, or in connection with Vendor's provision of any products or services to, MCPS (collectively “MCPS PI”) only as part of a documented process based on Minimum Necessary access requirements.

b. Vendor will regularly review access to MCPS PI to ensure access has only been granted to authorized Vendor personnel. Such reviews will be at least once every calendar quarter for MCPS PI accessed, stored or processed.
on Vendor systems, and at least monthly for all Vendor personnel that have been issued credentials to access MCPS systems.

5. **PI Sharing or Transfer**
   a. Vendor will obtain written authorization from MCPS for all MCPS PI sharing or transfers to Vendor subcontractors or other third parties (including but not limited to sharing or transfers by CD, tape, USB drive or network-based information transfers).
   b. For all network-based PI transfers between MCPS and Vendor and involving MCPS PI, Vendor will use secure transmission methods (such as encrypted information transfer protocols), as agreed upon by MCPS and Vendor.
   c. Vendor will transfer network-based MCPS PI between Vendor and any subcontractor or other third party only by one of the following methods: via a private network between Vendor and the other third party; if sent over the open Internet, via a wholly encrypted communication tunnel; or if sent using File Transfer Protocol (FTP), via an encrypted information transfer protocol.
   d. Vendor will utilize secure protocols to move or transfer MCPS PI over internal networks.
   e. Vendor and its subcontractors will use encrypted email when transmitting MCPS restricted confidential and proprietary data, including MCPS PI, by email.

6. **Backups**
   a. Vendor will backup MCPS PI in accordance with a documented backup plan and will make such backup plan available to MCPS upon request.
   b. If Vendor uses offsite backup facilities, Vendor will encrypt all backups.
   c. All backup media will be stored in a secured area accessible only by authorized individuals.
   d. Vendor will (and will require any backup subcontractor to) maintain a log of all parties entering/exiting the area where the backup media is kept, and will make such log available to MCPS upon request. Additionally, Vendor shall maintain and follow a process and procedure for conducting monthly log reviews for persons entering any virtual or physical backups.

7. **Disposal of PI**
   a. Vendor will immediately remove electronic MCPS PI from temporary locations controlled by Vendor (including but not limited to laptops, workstations, servers or test environments) after the intended business purpose has passed.
   b. Vendor will remove all electronic MCPS PI, prior to system disposal, utilizing the methods described by the National Institute of Standards and Technology to clear, purge or destroy the storage media. Vendor will document the disposal of any hardware or media (such as, but not limited to tape drives, thumb drives, diskettes, compact discs (CD’s), digital video discs (DVD’s), laptop drives, workstation drives or server drives) storing MCPS PI. At a minimum, documentation shall include equipment description, serial numbers, dates of disposal, reason for disposal, method of disposal and individuals performing the disposal.

8. **Training**
   a. Vendor personnel (including but not limited to employees and independent contractors) that handle MCPS PI will complete security awareness training prior to accessing any confidential or proprietary data, including but not limited to MCPS PI, and no less than annually thereafter complete update and refresher security training. The training will include responsibilities related to the requirements herein, as well as administrative, technical, and physical information security controls.
   b. The training will be documented, including the names and confirmation of those individuals who received the training, and such documentation shall be made available to MCPS upon request.

9. **Wireless (802.11)**
a. If Vendor utilizes wireless (802.11) in its environment, and MCPS PI is accessible wirelessly, the following minimum security configuration standard will be implemented: strong encryption (WPA2 or the highest standard supported by the wireless infrastructure) will be utilized; the wireless LAN will be segmented from the wired network; and once wireless access is established, additional authentication of authorized Vendor personnel will be performed prior to allowing access to wired LAN resources.

b. Any built-in wireless technologies in end point devices will be set for manual connection unless the network is protected as described in (a) above. Vendor will prohibit Vendor personnel from connecting to an open, third party wireless connection whenever they are connected to Vendor’s wired LAN.

10. **Logging and Monitoring**

   a. Vendor will maintain logging and log monitoring policies and procedures and implement an ongoing log analysis process for systems accessing, storing or processing MCPS PI.

   b. Vendor will maintain a log retention policy requiring that system activity and user access logs be kept for a minimum of one (1) year, and logs associated with Security Incidents be kept for three (3) years.

11. **Intrusion Prevention and Detection**

    a. Vendor will maintain a network-based intrusion detection system (IDS) or intrusion protection system (IPS) solution on all network segments containing systems that house MCPS PI.

12. **Authentication and Passwords**

    a. Vendor will maintain, document and adhere to an identity verification process;

    b. Vendor will adhere to an account password policy for all production systems accessing, storing or processing MCPS PI, and such policy shall meet, at a minimum, the following requirements:

       i. Minimum length of 10 characters;

       ii. Passwords with numbers, letters and at least 1 symbol or character required;

       iii. Frequent password changes (no less than every ninety (90) calendar days);

       iv. Prevents last 10 passwords from being reused;

       v. Invokes an account lock-out after five (5) consecutive failed attempts; and requires an administrator or automated challenge response system to verify the user’s identity prior to reinstating the account;

       vi. User accounts that have system level privileges must have a unique password from all other accounts held by that user; and

       vii. Requires multi-factor authentication for access.

13. **Infrastructure Architecture**

    a. Vendor will store (whether on Vendor’s or a third party’s platform) MCPS PI data in an encrypted format with access controls in place to limit and track who has access to MCPS PI, and will maintain logical or physical separation of application components (web server, application server, database, etc.) with technical controls restricting access between the components to the Minimum Necessary.

    b. MCPS PI at rest will be encrypted using a minimum of Advanced Encryption Standard (AES)256.

14. **Patch Management**

    a. Vendor will maintain, document, and adhere to a patch management process for all aspects of Vendor’s environment, and will apply applicable critical security patches or other risk mitigation measures immediately and non-critical security patches or other risk mitigation measures as soon as commercially practicable.
15. **Vulnerability Scanning and Penetration Testing**

   a. Vendor will maintain, document, and adhere to reasonable vulnerability scanning policies and procedures, and will conduct vulnerability scans on a quarterly basis on any equipment, system or device that stores or processes MCPS PI, and on non-MCPS devices that share common network resources with such equipment. Vendor will also conduct vulnerability scanning on any new systems, devices or applications that will process, store or have access to MCPS PI.

   b. Vendor will engage a reputable third party to conduct penetration testing against Vendor’s infrastructure on at least an annual basis.

   c. Vulnerabilities identified during scanning or penetration testing will be fixed or other risk mitigation measures put in place promptly, and within no more than forty-eight (48) hours for critical findings and no more than three (3) business days for lesser findings.

   d. Vendor will provide all reports from such scanning and testing upon request by MCPS.

16. **Software.** All Vendor personnel will be prohibited from installing any software not pre-approved by Vendor’s software management policy on any hardware that may access MCPS PI.

17. **Device and Host Configuration Controls**

   a. Vendor will ensure that all hardware used by Vendor in providing any product or service to MCPS has current antivirus software protection installed and updated.

   b. Vendor will maintain lockout for electronic sessions on any hardware (i.e., laptops, mobile devices, etc.) that access, store, or process MCPS PI. The screen/console will lock out the user after ten (10) minutes of inactivity and require the user to re-authenticate.

18. **Removable Media**

   a. Vendor will limit the use of removable media (such as, but not limited to, USB drives, CD’s, ZIP drives, mobile phones, laptops) by Vendor or Vendor personnel to only media owned or supplied by Vendor.

   b. Vendor will encrypt, using a Vendor corporate solution, any and all removable media used for storage of MCPS PI. The encryption software must utilize at least AES-256 encryption and encrypt the entire removable device (all partitions), and it must not allow the option of individual folder and/or file level encryption.

19. **Remote Access**

   a. For all remote access to Vendor’s internal network, traffic with the remote device must be encrypted and the remote user must utilize strong authentication.

   b. Vendor will maintain a policy and technical controls covering acceptable use of remote access from a public location prohibiting access to MCPS PI in these situations.

20. **Physical Security Plan**

   a. Vendor will limit physical access to work areas and to systems that may access, contain or process MCPS PI to only those Vendor personnel that have a business need for such access.

   b. Vendor will document all physical security controls at least annually.

   c. Vendor will implement and maintain electronically controlled access to locations where MCPS PI is stored and/or accessed (with access only being granted to those with a business need).
21. Security Incidents

a. Vendor will report any Security Incident involving the confidentiality, integrity or availability of MCPS PI experienced by Vendor within three (3) business days of Vendor’s discovery of such Security Incident, or sooner if reasonably possible under the circumstances.

b. Upon discovering any malicious code infection that Vendor reasonably believes may adversely impact the security of MCPS PI, Vendor will report the incident to MCPS immediately upon discovering the outbreak.

c. Vendor will promptly investigate any Security Incident and, within forty-eight (48) hours of becoming aware of a Security Incident, submit an oral report of its findings to MCPS, and will submit a written report as soon as practicable. Vendor will respond to reasonable requests from MCPS for information regarding the Security Incident and will cooperate with MCPS in connection with any incident management, including with respect to external and media relations, law enforcement activities, and notification to affected individuals. With respect to any Security Incident that is associated with Vendor’s (or any Vendor subcontractor’s) systems or network, Vendor shall be responsible (and shall reimburse MCPS) for the costs associated with notification of affected individuals and the provision of one (1) year (or longer if required by law) of credit monitoring and ID theft protection to affected individuals.

d. Vendor shall promptly conduct corrective actions in response to any Security Incident.

22. Business Continuity

a. Vendor will have business continuity and disaster recovery plans in place to ensure the continued operation of Vendor’s business and the uninterrupted continued provision of Vendor’s products or services to MCPS under the Agreement.

b. Vendor will conduct an assessment of its business continuity and disaster recovery plans on at least an annual basis, and will share the results of such assessment with MCPS upon MCPS' request.

23. Security Audit Rights

a. MCPS reserves the right to perform an audit of Vendor to confirm Vendor's compliance with these Security Requirements. Vendor shall cooperate with MCPS in connection with any such audit. An audit may include, but will not be limited to, such activities as an on-site visit and inspection of physical security measures, data security measures, status of third party certifications, compliance with these Security Requirements. MCPS will provide Vendor with a minimum of thirty (30) days advance notice of such an audit.
**ATTACHMENT C**

**INSURANCE CHECKLIST**

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

<table>
<thead>
<tr>
<th>COVERAGES REQUIRED</th>
<th>LIMITS (FIGURES DENOTE MINIMUMS)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>X</strong> 1  Workers’ Compensation</td>
<td>Statutory limits of Virginia (if applicable)</td>
</tr>
<tr>
<td><strong>X</strong> 2  Employer’s Liability</td>
<td>$1,000,000 accident; $1,000,000 each employee disease; $1,000,000 policy aggregate – disease</td>
</tr>
<tr>
<td><strong>X</strong> 3  Commercial General Liability (CGL)</td>
<td>$3,000/$100,000 CSL BI/PD each occurrence; $1,000,000 annual aggregate</td>
</tr>
<tr>
<td>4  Premises/Operations</td>
<td>$500,000 CSL BI/PD each occurrence; $1,000,000 annual aggregate</td>
</tr>
<tr>
<td><strong>X</strong> 5  Automobile Liability</td>
<td>$1,000,000 per person/$1,000,000 per accident; uninsured motorist</td>
</tr>
<tr>
<td>6  Owned/Hire/Non-Owned Vehicles</td>
<td>$1,000,000 BI/PD each accident; uninsured motorist</td>
</tr>
<tr>
<td>7  Independent Contractors</td>
<td>$500,000 CSL BI/PD each occurrence, $1,000,000 annual aggregate</td>
</tr>
<tr>
<td><strong>X</strong> 8  Products Liability</td>
<td>$500,000 CSL each occurrence, $1,000,000 annual aggregate</td>
</tr>
<tr>
<td>9  Completed Operations</td>
<td>$500,000 CSL BI/PD each occurrence, $1,000,000 annual aggregate</td>
</tr>
<tr>
<td>10  Contractual Liability (Must be shown on Certificate)</td>
<td>$500,000 CSL BI/PD each occurrence</td>
</tr>
<tr>
<td>11  Personal and Advertising Injury Liability</td>
<td>$1,000,000 each offence; $1,000,000 annual aggregate</td>
</tr>
<tr>
<td>12  Umbrella Liability</td>
<td>$1,000,000 Bodily Injury, Property Damage and Personal Injury</td>
</tr>
<tr>
<td>13  Per Project Aggregate</td>
<td>$1,000,000 per occurrence/claim</td>
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<tr>
<td><strong>X</strong> 14  Professional Liability</td>
<td>$1,000,000 per claim; $2,000,000 annual aggregate on a claims-made basis</td>
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<tr>
<td><strong>X</strong> 15  Miscellaneous E&amp;O</td>
<td>$1,000,000 per occurrence/claim</td>
</tr>
<tr>
<td>16  Garage Liability</td>
<td>$1,000,000 Bodily Injury, Property Damage per occurrence</td>
</tr>
<tr>
<td>17  Garage Keepers Liability</td>
<td>$500,000 Comprehensive; $500,000 Collision</td>
</tr>
<tr>
<td>18  Moving and Rigging Floater</td>
<td>Endorsement to CGL</td>
</tr>
<tr>
<td>19  Dishonesty Bond</td>
<td>$</td>
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<tr>
<td>20  Builder’s Risk</td>
<td>Provide Coverage in the full amount of Contract</td>
</tr>
<tr>
<td><strong>X</strong> 21  Cyber Liability Insurance</td>
<td>$500,000 CSL each occurrence/$1,000,000 annual aggregate</td>
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<tr>
<td><strong>X</strong> Carrier Rating shall be Best’s Rating of B or better or its equivalent</td>
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<tr>
<td><strong>X</strong> Notice of Cancellation, non-renewal or material change in coverage shall be provided to MCPS at least 45 days prior to action</td>
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<tr>
<td><strong>X</strong> MCPS shall be listed as Additional Insured on all policies except Worker’s Compensation, Professional Liability and/or Automobile Liability</td>
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<tr>
<td><strong>X</strong> COI must show Solicitation Number and Title</td>
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**Insurance Agent’s Statement:**
I have reviewed the above requirements with the Offeror named below and have advised Offeror of required coverages not provided through this Agency.

Agency Name: ___________________________ Authorized Signature: ___________________________

**Offeror’s Statement:**
If awarded the Contract, I will comply with Contract Insurance Requirements.

Offeror Name: ___________________________ Authorized Signature: ___________________________
ATTACHMENT D
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into this _______ day of ____________, 20_____, by and between Manassas City Public Schools ("MCPS") and ________________________________ ("Contractor").

Preamble

MCPS is entering into a contract with Contractor for the provision of a Group Medical, Prescription Drug, Vision, and/or Dental Program ("the Contract"). In connection with the provision of services by Contractor to MCPS pursuant to the Contract, Contractor agrees to the following regarding Protected Health Information:

Definitions

For purposes of the Agreement, "Protected Health Information" ("PHI") shall mean any individually identifiable health information that identifies or can reasonably be linked to the identity of an individual to whom it relates, which is created, received, maintained, and/or transmitted to/by Contractor in the course of Contractor's provision of services to MCPS pursuant to the Contract.

For purposes of the Agreement, an "Unauthorized Use/Disclosure" shall be one which is inconsistent with the requirements of this Agreement and/or inconsistent with applicable law.

Any other capitalized terms, to the extent they are not defined herein, shall have the meanings assigned to them pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and/or by the Contract.

Term and Application

1. This Agreement shall become effective as of the date on which the Contract becomes effective. This Agreement may be terminated as provided for herein and/or upon termination of the Contract.

Use and Disclosure of PHI by Contractor

2. Contractor may create, receive, maintain, and/or transmit PHI only as described in the Agreement and only for the purpose of providing services pursuant to the Contract, including reporting and underwriting analysis, or as otherwise required by law.

3. Contractor agrees to take appropriate action to protect and safeguard from any Unauthorized Use/Disclosure all PHI regardless of the type of media on which it is stored (that is, paper, disk, radiograph, etc.), including compliance, where applicable, with the requirements of the HIPAA Security Rule, Title 45, Part 164, Subpart C. Contractor agrees to comply with any restrictions on the use or disclosure of PHI that is directed by MCPS.

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2 Manassas City Schools intends to award the group medical, vision, and prescription drug plans to one entity. Dental may be offered to a separate entity. Any such entity shall enter into a MCPS Business Associate Agreement.
4. Contractor agrees that it shall not use PHI to compile or distribute any statistical analyses or reports utilizing aggregate data or for any commercial purpose whatsoever, other than to perform services for MCPS pursuant to the Contract, unless at the request of or permitted in writing by MCPS. Contractor shall not receive direct or indirect remuneration from a third party in exchange for PHI created, maintained, received and/or transmitted as part of performance under the Contract.

5. Contractor shall not permit PHI to be used or accessed by any employee, agent, partner, and/or other associate of Contractor except as is necessary to Contractor's activities on behalf of MCPS, and/or for the proper management and administration of Contractor, except that Contractor may disclose PHI to a third party if required by law and/or necessary for Contractor's proper management and administration, provided Contractor (a) obtains reasonable assurances from that third party that the PHI will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed, and (b) will be notified of any instances of breach of the confidentiality of that PHI and so notify MCPS.

6. Contractor may not disclose PHI to any subcontractor of Contractor without prior notice to and written authorization from MCPS and solely for the purpose of providing services pursuant to the Contract or assistance with such other activities as are required by law. Any such disclosure must be consistent with any limitations imposed by MCPS on Contractor, including the requirements set forth herein, and such disclosure shall not be made unless a written Business Associate Agreement with said subcontractor is in place.

7. Contractor shall ensure that any subcontractors that create, receive, maintain, and/or transmit PHI on behalf of Contractor agree, in writing, to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information.

8. Contractor shall request, use, and disclose the minimum necessary PHI to accomplish the purpose for which PHI is requested, used, and/or disclosed.

9. Contractor agrees to make available PHI for MCPS to respond to a request by a covered member or for access/copies or to amend same. Contractor further agrees to maintain reasonably detailed documentation of any disclosure of PHI by Contractor, including date, entity to whom disclosure was made, what PHI was disclosed, and the purpose of the disclosure, so as to be responsive to any request by a covered member or MCPS for an accounting of disclosures. Contractor further agrees to provide complete copies of such documentation no later than five (5) business days after any such request and to retain such documentation for no less than six (6) years. To the extent Contractor is to carry out any of MCPS's responsibilities under the HIPAA Privacy Rule, Contractor agrees to comply with the requirements of that Rule. Contractor shall not be responsible for carrying out any of MCPS's responsibilities under same, however, except with the express agreement of Contractor and MCPS.

10. If Contractor is confronted with legal action or a request from the Secretary of Health and Human Services ("Secretary") and/or any other state or federal entity regarding the use or disclosure of PHI, Contractor shall notify MCPS in writing without undue delay but in no event later than five (5) business days of being notified of such legal action or
request. Oral notice should be given to MCPS as soon as possible. Contractor shall respond to any request from the Secretary in coordination with MCPS. Contractor agrees to make available to the Secretary and/or MCPS any books and/or records requested by the Secretary that relate to Contractor's use and disclosure of PHI or Contractor and/or MCPS's compliance with HIPAA.

11. Contractor shall notify MCPS, in writing, without undue delay but in no event later than five (5) business days of any Unauthorized Use/Disclosure of PHI and/or any Security Incident. Oral notice should be given to MCPS as soon as possible. The written communication shall describe the Unauthorized Use/Disclosure or Security Incident in detail, including, for any Breach, providing the information required in 45 CFR §164.410(c)(1) and (2). "Breach" and "Security Incident," shall have the same meanings as in HIPAA. Contractor shall cooperate with MCPS in regard to any further notifications that must be provided under applicable law. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement and/or HIPAA.

**Final Disposition of PHI by Contractor**

12. Upon termination of the Agreement, Contractor shall:

   a. Return to MCPS, transfer to the new contractor, or destroy, as directed by MCPS, all PHI that is not necessary for Contractor to retain in order to continue Contractor's proper management and administration, or to carry out its legal responsibilities;

   b. To the extent return or destruction is not feasible, retain (and maintain reasonably detailed documentation of) only the minimum necessary PHI for Contractor to continue its proper management and administration, or to carry out its legal responsibilities, subject to (1) the same conditions set out above that applied prior to termination of the Agreement, and (2) the continued use by Contractor of appropriate safeguards to ensure compliance with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent any use or disclosure of the PHI other than as provided for herein;

   c. Return to MCPS or destroy the PHI initially retained by Contractor pursuant to Section 12.b when the PHI is no longer needed for Contractor's proper management and administration, or to carry out its legal responsibilities;

If permitted by MCPS, Contractor may destroy PHI in lieu of returning it to MCPS or transferring it to the new contractor, as described above, provided that Contractor shall (1) use a destruction methodology that renders the PHI unusable, unreadable, or indecipherable to unauthorized individuals consistent with guidance provided by the Secretary, and (2) maintain reasonably detailed documentation reflecting confirmation of destruction of the PHI for a period of no less than six (6) years from the date of destruction.

The obligations of Contractor under this Section 12 survive termination of the Agreement and the Contract.
13. Contractor agrees to indemnify, defend, and hold harmless MCPS from and against any and all liabilities, fines, claims, losses, damages, repayment obligations, suits, and/or costs (including reasonable attorneys' fees and costs), as described in the Contract, arising out of or relating to any breach of the Agreement.

14. Contractor shall reimburse MCPS all costs expended by MCPS to respond to and mitigate an Unauthorized Use/Disclosure that resulted from the acts or omissions of Contractor or any of its affiliates, officers, employees, agents, trustees, directors and/or subcontractors. Such costs include, but are not limited to, securing advice of counsel, notification, provision of identity theft monitoring services, regulatory penalties/fines, and taking all other reasonable steps in response to an Unauthorized Use/Disclosure.

15. MCPS makes no warranty or representation that compliance by the Contractor with this Agreement will ensure Contractor’s compliance with federal and state law. Compliance with this Agreement does not eliminate and/or serve as a substitute for Contractor’s independent duties pursuant to HIPAA.

**General Provisions**

16. **Amendments.** The Parties agree to take such action to amend the Agreement from time to time as is necessary to conform to any applicable change in law or regulation issued by the Department of Health and Human Services.

17. **Interpretation.** Any ambiguity in the Agreement shall be interpreted to permit compliance with HIPAA and other applicable laws and regulations. This Agreement shall be interpreted wherever possible so as to not make Contractor an agent of MCPS under federal law. Section headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing it.

18. **Notices.** All notices or other communications that shall or may be given pursuant to the Agreement shall be in writing and sent by certified or registered mail, return receipt requested, or third-party delivery services with tracking capabilities, or by hand delivery. Notice shall be addressed to:

   MCPS Program manager
   Manassas City Public Schools
   8700 Centreville Rd.
   PO Box 520
   Manassas, Virginia 20108
   AND:
   Guinevere Bruner, CPPB
   Purchasing Agent
   Manassas City Public Schools
Notice of an Unauthorized Disclosure shall, however, be preceded by a telephone call notifying: __________________________ at __________________________.

19. **Execution.** This Agreement may be executed in counterparts and may be executed via digital encrypted signature or facsimile signature. Original signatures are not required.

WITNESS the following signature.

[INSERT FULL LEGAL NAME OF CONTRACTOR]

By: ____________________________ (Signature)

Printed Name: ____________________________

Title: ____________________________

Address: ____________________________