Arlington Public Schools
Procurement Office

Notice of Addendum No. 2

Issued on February 14, 2019

RFP Title:	Individual Components of Comprehensive Assessment System
RFP Number:	12FY19
RFP Issue Date:	January 29, 2019
Proposal Due Date And Time:	February 21, 2019, Prior To 2:00 PM (Local Prevailing time)

Addendum No. 2

The Proposal Due Date is amended to **February 21, 2019** Prior to 2:00 PM. All references in the RFP to the Proposal Due Date are likewise amended.

The following areas of the solicitation are amended as stated.

Request for Proposal – Title Page Four

A revised Request for Proposal – Title Page Four is included as Attachment A.

Section I. Introduction to RFP 12FY19

A revised Introduction to RPF 12FY19 is included as Attachment B.

Section II. Scope of Work

A revised Scope of Work is included as Attachment C.

Section III. Instruction to Offerors

Revised Instructions to Offerors is included as Attachment D.

Section IV. Proposal Requirements

Revised Proposal Requirements is included as Attachment E.

Section V. Proposal Evaluation Process, Method of Contract Award and Proposal Evaluation Criteria

Revised Proposal Evaluation Process, Method of Contract Award and Proposal Evaluation Criteria is included as Attachment F.

Section VI. Contract Terms and Conditions

Revised Contract Terms and Conditions is included as Attachment G.

Section XII. Appendix E

A revised Appendix E – Sample Form Agreement is included as Attachment H.

Section XII. Appendix F

A revised Appendix F – Fee Schedule is included as Attachment I.

This Addendum No. 2 must be signed, dated and received in the Procurement Office prior to the date and time stated above *OR* acknowledgment of receipt of this addendum may be noted on the Proposal (See page 2 of the RFP).

Signature:_____ **Date:** _____

Issued By:

Joshua A. Makely, CPPO, CPPB
Assistant Director of Procurement
Telephone: (703) 228-6126
Email: joshua.makely@apsva.us

Request for Proposal - Title Page Four

Component	Check the Box for Component(s) Proposed	Target Component Install Completion Dates	Target Go Live Dates
Component 1a – Universal Screening in Literacy K – 3	☐	July 1, 2019	July 29, 2019
Component 1b – Universal Screening in Literacy 4 – 12	☐	July 1, 2019	July 29, 2019
Component 1c – Universal Screening in Mathematics K – 5	☐	July 1, 2019	July 29, 2019
Component 1d – Universal Screening in Mathematics 6 – Algebra II	☐	July 1, 2019	July 29, 2019
Component 2 – Benchmarking for the Virginia Standards of Learning (SOL) in all content areas	☐	July 1, 2019	July 29, 2019

THIS PROPOSAL IS SUBMITTED BY:

Full Legal Name of Offeror: (to be used for Award): _____

Mailing Address:

_____

_____

_____

Remittance Address (If Different):

_____

_____

_____

Phone: (___) _____

Fax: (__) _____

Email Address: _____

Contact Person: _____

Tax Identification (FIN/SSN#): _____

Title: _____

Typed/Printed Name: _____

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

Date: _____

A W-9 Form should be attached showing correct Full Legal name for award of Contract.

ETHICS IN PUBLIC CONTRACTING/CERTIFICATION OF NON-COLLUSION:

Any Contract awarded as a result of this RFP will incorporate by reference Article 9 of the APS Purchasing Resolution (Purchasing Resolution), as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, 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 undersigned

I. INTRODUCTION TO RFP 12FY19

. BACKGROUND

Arlington Public Schools (APS) consists of twenty-four (24) elementary schools, one (1) elementary program, six (6) middle schools and four (4) high schools. An alternative 6-12 secondary program is available as well as a high school continuation program and a special education center serving persons aged two (2) through twenty-two (22). APS has the following Departments responsible for overseeing its operations: Administrative Services, School & Community Relations, Facilities and Operations, Finance and Management Services, Information Services, Teaching and Learning and Human Resources. APS employs more than four thousand, two hundred (4,200) employees and serves approximately twenty-six thousand (26,000) Pre-K to 12 students and over five thousand (5,000) adult education students. Additional information about APS can be found at www.apsva.us.

A. GENERAL INFORMATION

Arlington Public Schools is soliciting Proposals from qualified Offerors for the provision of individual assessment components (Components) for students in grades K-12. There is a total of five (5) Components, with Components 1 having four sub-Components ("a", "b", "c", and "d"). Component 2 does not have sub-Components. APS reserves the right to award a maximum of five (5) separate Contracts resulting from this RFP. The five (5) separate Contracts are segmented as follows:

1) Universal Screening in literacy K – 3 (reading, writing, spelling) (a maximum of one (1) Contract may be awarded
2) Universal Screening in literacy 4 – 12 (reading, writing, spelling) (a maximum of one (1) Contract may be awarded
3) Universal Screening in mathematics K – 5 (a maximum of one (1) Contract may be awarded)
4) Universal Screening in mathematics 6 – Algebra II (a maximum of one (1) Contract may be awarded)
5) Benchmarking for the Virginia Standards of Learning (VA SOL) in all core content areas (a maximum of one (1) Contract may be awarded)

Offerors can submit a Proposal for one (1) or more of the Components. Offerors are required to check the box(es) on Title Page 4 confirming which Component(s) the Offeror is submitting a Proposal on behalf of.

If an Offeror is awarded a Contract for more than one (1) Component, the Offeror will be offered a single Contract containing the multiple Components it has been awarded.

If an Offeror submits a Proposal for more than one (1) Component, any information requested in the RFP must be provided on each Component in the Proposal.

In attempting to manage the exposure to budgetary stress, the RFP has been structured so that APS will delay making payment of any costs associated with the Implementation and Annual Recurring Licensure until on or after, July 1 of the Contract Term during which the Implementation was successfully completed.

II. SCOPE OF WORK

All APS schools K-12 use a variety of assessments to inform and monitor instruction. Arlington Public Schools (APS) is soliciting Proposals from qualified Offerors for the provision of individual assessment components (Component(s)) for students in grades K-12 for the areas listed below.

The Department of Teaching and Learning, located at Syphax is the lead group in utilizing and deploying the resources required in this solicitation.

I. Component 1

A. **Universal Screening:**

1. Component 1a must include universal screening in literacy for K – 3 (reading, writing, spelling) and Component 1b must include universal screening in literacy for 4 – 12. Component 1c must include universal screening in mathematics for K – 5, and Component 1d must include universal screening in mathematics for 6 – Algebra II. Universal screening is conducted 2-3 times a year to identify or predict students who may be at risk for poor learning outcomes. Universal screening assessments are typically brief (20-30 minutes), conducted with all students at a grade level, and followed by additional diagnostic assessment if applicable.

2. The universal screening shall include and accomplish the following:
   a. Predictive
   b. Valid
   c. Reliable
   d. Brief (a variety of time options ranging from 20 minutes to 30 minutes in length)

3. **Component 1a** – Literacy for K-3 (reading, writing, spelling) to include at a minimum:
   a. Letter naming
   b. Letter sounds
   c. Phonological awareness tasks including phonemic awareness on blending and segmenting phonemes
   d. Grapheme-phoneme and phoneme-grapheme correspondence
   e. Word reading in lists
   f. Nonsense word reading
   g. Spelling and phonetic spelling accuracy
   h. Oral passage reading (accuracy, fluency)
   i. Comprehension
   j. Rapid Naming

4. **Component 1b** – Literacy for 4-12 (reading, writing, spelling) to include at a minimum:
   a. Advanced Phonic Skills
   b. Word reading in lists
   c. Nonsense word reading
   d. Spelling and phonetic spelling accuracy
   e. Oral passage reading (accuracy, fluency)
   f. Comprehension

5. **Component 1c** - Mathematics for K – 5 with corresponding VA SOL Strands (as listed below) to include at a minimum:
   a. Numeracy and Number sense
   b. Computation and estimation
   c. Measurement
   d. Geometry
   e. Probability and Statistics

f. Patterns, functions and algebra

6. **Component 1d** - Mathematics 6 – Algebra II with corresponding VA SOL Strands (as listed below) to include at a minimum:
   a. Numeracy and Number sense
   b. Computation and estimation
   c. Measurement
   d. Geometry
   e. Probability and Statistics
   f. Patterns, functions and algebra
   g. Algebra I (aligned to Virginia End of Course SOL)
   h. Geometry (aligned to Virginia End of Course SOL)
   i. Algebra II (aligned to Virginia End of Course SOL)

II. Component 2

A. **Benchmark Assessment:**

1. **Component 2** must include a benchmark assessment that is aligned and predictive to the VA SOL that is computer-based. Individual assessments for grades K-12 in English Language Arts and Mathematics (K-Algebra I, Geometry, and Algebra II with corresponding VA SOL Strands), Science and Social Studies which accomplish the following:
   a. Aligned with the most recently adopted VA SOL and predictive of success on the VA SOL; include the state technology enhanced test item formats
   b. Available for students in K-12 on a quarterly basis (benchmarks) as well as the option of creating teacher-made and district-made assessments.
   c. Demonstrate developmentally appropriate graphics and content within the assessment
   d. Demonstrate a robust question bank which would ensure at a minimum quarterly benchmark assessment that is predictive of the VA SOL
   e. Demonstrate the capacity to create additional assessments to monitor growth
   f. Capable of monitoring growth over time; specifically, 10+ years
   g. Capable of providing comparison group (i.e. state or national comparison data or growth model within the system)
   h. Demonstrate evidence of field testing with a diverse group of learners (i.e. English Language Learners (ELL), Black, Hispanic, Asian, Students with Disabilities, Urban and rural)
   i. Capable of read-aloud
   j. Able to import assessments already created from previous benchmark assessment tool
   k. Desmos online calculator embedded

III. Professional Learning and Product Support:

A. The Offeror must include a plan for professional learning for administrators, teachers, and other related staff for each Component proposed in its Proposal. The plan should include the following:
   1. Initial plan for training teachers and administrators in 24 elementary, 6 middle schools, 3 high school and 4 secondary programs as well as central office staff (i.e. Departments of Teaching & Learning and Information Services).
   2. Ongoing plan for technical support
      a. Included for each Component the Offeror provides: include on-demand access to phone or virtual "help desk" for teachers preferably during the hours 6:00 AM to 6:00 PM EST
   3. Annual training for new staff may be required and will be determined by APS on an as needed basis.

IV. Reporting:

A. The Component(s) must organize, summarize, and report data in a variety of reporting categories including the following:
   1. Groups of students included in Every Student Succeeds Act (ESSA) [i.e. White, Black, Hispanic, Limited English Proficient (LEP), Economically Disadvantaged (ED), and students identified with a disability

(SWD)

2. Classroom, grade, school, subject, and division level data that may also be disaggregated by groups of students identified in ESSA formerly No Child Left Behind Act (NCLB) or in other groups required by the Commonwealth of Virginia.
3. Parent reports that include the student's assessment results, growth, and recommendations for at home support.

V. Technology:

A. The Component(s) must meet the following requirements around integration with APS information systems:

1. The Component(s) must be capable of complete and seamless integration with the APS student information system (SIS). These include systems that are maintained internally and hosted externally by other vendors, external to the APS network infrastructure. The following is a list of information systems that the component(s) should integrate with:

Applicable Components	Vendor	Application	Description	Integration Level Mandatory – M Desired – D
2	Edupoint	Synergy Education Platform	Student information system Special education software	**M**
All	Instructure	Canvas	Learning Management System (LMS)	**D**

B. The Component(s) proposed must exclusively use the methods of secure data transfer:

1. Data file interchange via secure file transfer (currently sftp with PKI certificate based authentication)
2. The Component(s) must be Security Assertion Markup Language (SAML) SSO compliant.
3. Authentication credentials must never be cached by the CAS or any intermediary system outside of APS exclusive control.
4. Any http/web-based service shall enforce SSL encryption (128 bit minimum) and host authentication (based on a certificate signed by a well-known commercial certificate authority) for any and all authenticated connections.
5. All online services must be compatible with the APS network (Windows and Mac computers and iPads) and security infrastructure.

VI. Support Services:

The Offeror's support services for the Component(s) must meet or exceed the following requirements for the Proposal to be considered.

A. Able to export or share data generated within the CAS with external data systems used by APS, specifically systems of record refer to Section VII. A. for more details.

B. The Component(s) must be offered as a 100% Contractor hosted software.

C. The Component(s) must fully function on a wide variety of environments and devices, including but not necessarily limited to: Apple iOS, MacOS /OSX (including the Safari, Firefox & Chrome browsers), Microsoft Windows (including the Internet Explorer, Edge, Firefox & Chrome browsers).

D. The Component(s) must support trust based authentication via a SAML v2 IdP for all APS staff and students.

E. The Component(s) must comply with the terms of the APS Student Data Use and Privacy Agreement (see Appendix G).

VII. Functional Requirements:

The Component(s) must meet or exceed the following criteria:

A. Integration
   1. Supports integration with other learning platforms utilizing interoperability specifications such as Learning Tools Interoperability (LTI) and Question and Test Interoperability (QTI) standards.
   2. Provide a myriad of data extracts and reports to support reporting in the APS student data warehouse platform.
   3. Ability to identify student groups within and across courses and target instructional resources to those groups.

B. Resources
   1. Support the VA SOL for English Language Arts and Mathematics in grades K-12
   2. Provide SOL-aligned remediation, intervention and extension opportunities.
   3. Use language, graphics, and images that are developmentally appropriate and culturally diverse and appropriate.
   4. Provide for real-time feedback to students.
   5. Allow teachers to access the student view.

C. Assessments
   1. Provide universal screening, formative, summative, and progress monitoring options.
   2. Support the VA SOL for English Language Arts and Mathematics in grades K-12
   3. Validly and reliably screen students for levels of proficiency and content mastery based on either SOL or SOL-correlated grade-level norms.
   4. Demonstrate evidence of field testing with a diverse group of learners (i.e. English Language Learners (ELL), Black, Hispanic, Asian, Students with Disabilities, Urban and rural).
   5. Use language, graphics, and images that are developmentally appropriate and culturally diverse and appropriate.
   6. Allow teachers to access the student view.
   7. Have audio and Desmos online calculators embedded

D. Data Reports and Analytics
   1. Provide a variety of assessment results by item, standard, and assessment/administration aggregated at student, classroom, grade, program, school, and district levels for all students.
   2. Disaggregate data by groups of students identified for required reporting under ESSA as well as groups identified by the Commonwealth of Virginia.
   3. Provide normative data and/or peer group (i.e. state or national) comparison data
   4. Show topics mastered in a variety of ways (for example, by time period, standard, teacher, grade level, course, school, etc.).
   5. Include analysis of usage of system and its components by individual user, site, and for the district as a whole.
   6. Monitor student, school, and district growth over time (encompassing a minimum of 10 years with data points marked at least annually if not more frequently) and store the data necessary to monitor growth for the same period.

VIII. Technical Requirements:

The Component(s) must meet or exceed the following technical requirements:

A. Be accessible via multiple digital devices and multiple platforms including, but not limited to: desktop computer, laptop computer, tablet, Windows and Apple operating systems;

B. Allow students to work offline and/or protect students from data loss in the event of interrupted internet connection;

C. Support overlapping terms, staff assignments, and student enrollments; and

D. Support appropriate accommodations for students with disabilities and English learners (as defined by applicable U.S. and Virginia regulations). This must include audio and demos calculator

E. The proposed Component(s) must include the capability for data transfer from the APS Student Information System (Synergy) to the proposed Component(s) online system. Manual transfer of student information into the Component(s) is acceptable; however, automated nightly synchronization of student information into the Component(s) is preferred.

IX. Staff Training:

A. The Contractor shall develop and implement a training program in cooperation with APS staff ("Users") involved with management and oversight of the Component(s) proposed. The training shall be aimed at building capacity of the staff to be able to perform functions within the Component(s).

B. The expectation is that all Users will be able to access and utilize all functions of the Component(s) as appropriate to their role, so differentiated access and permissions by role are required. Some staff roles in APS are unique, so flexibility to specify and structure customized role-based permission sets is required.

C. In addition, the Offeror must provide specification of details concerning launch of the Component(s) proposed, scheduled updates, and unscheduled updates as well as their development practices with a **Go Live date of July 29, 2019** for Components 1a, 1b, 1c, 1d, and 2.

D. Training provided by the Contractor shall accommodate audiences for up to eighty (80) APS staff attendees. Staff training shall be held during the implementation phase of the project a minimum of one time during the months of July and August 2019. Additional staff training shall be scheduled as needed by APS staff with no guaranteed level of effort required after the staff training conducted during the implementation phase of the project.

E. The Offeror must provide:

1. A plan for professional development and/or training for administrators, teachers, and other related staff which includes:
    a. Initial plan for training teachers and administrators in 24 elementary and 6 middle schools as well as central office staff (i.e., Department of Teaching & Learning and Information Services)
    b. On-going four-year plan for technical support
    c. Annual training for new staff may be required and will be determined by APS on an as needed basis.
2. Online, on-demand training on use of the system:
    a. Holistically and by component or feature for staff
    b. For students (training materials for students should also be assignable to students by teachers)
3. Technical assistance regarding use of the system to all APS staff during school hours (6:00 a.m. – 6:00 p.m. Eastern Time Monday to Friday, excluding APS holidays)

III. INSTRUCTIONS TO OFFERORS

INFORMATION REQUESTS

All questions relating to this RFP shall be submitted in writing to Joshua Makely, Arlington Public Schools (APS) Procurement Office at joshua.makely@apsva.us with a copy to Sarah Putnam at sarah.putnam@apsva.us. For a question to be considered, the subject line of the email must state the following: "RFP No.12FY19 Questions". Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Prior to the award of a contract resulting from this solicitation, Offerors and prospective Offerors are prohibited from contacting APS staff other than Joshua Makely and Sarah Putnam.

TENTATIVE SCHEDULE FOR RFP NO. 12Y19

RFP Issuance	January 29, 2019
Pre-Proposal Conference	February 4, 2019
Question Deadline	February 6, 2019 by 5:00 PM, EST
Information Item/Addendum 1 Issuance	Week of February 4, 2019
Proposal Due Date	February 21, 2019 Prior to 2:00 PM, EST
Oral Presentation / Interviews / Pilots	March 14 & 15, 2019
Negotiations	TBD
Contract Award	TBD
Contract Starts	Upon execution of the Purchasing Agent

Questions will not be considered if they are received after February 6, 2019, by 5:00 PM, Eastern Standard Time. Any questions related to the answers provided in Addendum No.1 may be addressed in an additional addendum.

If any questions or responses require revisions to this RFP as it was originally published, such revisions will be by formal amendment only. Offerors are cautioned that any written, electronic, or oral representations made by any APS representative or other person that appear 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 Office of the Purchasing Agent.

ADDITIONAL INFORMATION

DEBARMENT STATUS

The Offeror shall indicate, in the space provided on Title Page 3, whether or not it, or any of its principals, is/are currently debarred from submitting bids or proposals to APS, Virginia, or any other state or political subdivision, and whether or not it is an agent of any person or entity that is currently debarred from submitting proposals to APS, Virginia, or any other state or political subdivision. 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 a resulting contract.

1. CONFLICT OF INTEREST STATEMENT

The Offeror must provide a statement regarding potential conflict of interest. The certification shall be in the form provided in this solicitation, signed by an authorized agent and principal of the Offeror and notarized. The completed Conflict of Interest Statement (Appendix B) shall be provided in Tab #1 of the Proposal.

EXPENSES INCURRED IN PREPARING PROPOSAL

APS 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.

INCOMPLETE DOCUMENTS

Each Offeror is responsible for having determined the accuracy and/or completeness of the RFP upon which it relied in making its Proposal, and has an affirmative obligation to notify the APS 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 Arlington Public Schools 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 Arlington Public Schools.

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

4. OFFEROR INVESTIGATIONS

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 Arlington Public Schools 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 from 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.

5. COMPETITIVE NEGOTIATION FOR NON-PROFESSIONAL SERVICES

This RFP is let under the procedure for "Competitive Negotiation for Goods and Services Other Than Professional Services" as defined in the Arlington Public Schools Purchasing Resolution. Under this procedure, the content of the Proposals, and the identity of the Offerors are not public record until an award determination has been made. Because of this restriction, the opening of Proposals is not public.

6. ARLINGTON COUNTY BUSINESS LICENSES

The successful Offeror must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this solicitation, prospective offers should contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

7. AUTHORITY TO TRANSACT BUSINESS

A. Any Offeror organized as a stock or non-stock corporation, limited liability company, 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. Arlington Public Schools may require a firm to provide documentation prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, limited partnership, etc.), and 2) establishes that the firm or entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of a prospective and/or successful Offeror to provide such documentation shall be grounds for rejection of the Proposal or cancellation of the award. For further information prospective Offerors should refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

8. INSURANCE REQUIREMENTS

Each Offeror must 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 the solicitation, alternate insurance coverage satisfactory to Arlington Public Schools may be proposed by the Offeror and considered by the Arlington Public Schools. Written requests for consideration of alternate coverage must be received by the Arlington Public Schools Purchasing Agent at least ten (10) calendar days prior to the date set for receipt of Proposals. If Arlington Public Schools denies the request for alternate coverage, the coverage required by the Insurance Requirements or Checklist section must be provided. If Arlington Public Schools permits alternate

coverage, an amendment to the Insurance Checklist will be issued prior to the time and date set for receipt of Proposals. The Insurance Checklist can be found at Appendix D.

9. INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION

More than one Proposal received in response to this RFP from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that an Offeror is interested in more than one (1) Proposal for a RFP both as an Offeror and as a subcontractor for another Offeror, will result in 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. Any or all Proposals may be rejected if reasonable grounds exist for believing that collusion exists among any Offerors. Offerors rejected under the above provisions shall be disqualified if they respond to a new RFP for the same work.

10. PROPOSAL WITHDRAWAL

No Proposal may be withdrawn after it is filed unless the Offeror makes a request in writing to the Arlington Public Schools Purchasing Agent prior to the time and date set for the receipt of Proposals or unless Arlington Public Schools fails to award or issue a notice of intent to award a Contract within ninety (90) calendar days after the date and time set for receipt of Proposals with the successful Offeror.

11. PARKING

Where parking is not provided at an Arlington Public Schools location, the Contractor is responsible for the payment of any parking charges or fines resulting from parking at any worksite(s).

12. CONTRACT AWARD IS IN THE BEST INTEREST

Arlington Public Schools reserves the right to accept or reject Proposals, to cancel this solicitation, to waive any informalities or irregularities therein, (an informality is a minor defect or variation of a Bid or Proposal from the exact requirements of the ITB or RFP, which does not affect the prices, quantity or delivery schedule for the goods, services or construction being procured), and to contract as the best interests of Arlington Public Schools may require in order to obtain the firms that best meet the needs of Arlington Public Schools, as expressed in this RFP. Selection of a Proposal does not mean that all aspects of the Proposal are acceptable to Arlington Public Schools. Arlington Public Schools reserves the right to negotiate the modification of terms and conditions with the Offeror offering the best value to Arlington Public Schools in conjunction with the evaluation criteria contained herein prior to the execution of a contract, to ensure a satisfactory contract.

13. NOTICE OF INTENT TO AWARD

B. Arlington Public Schools will post a written Notice of Intent to Award on a public bulletin board in Syphax, 2110 Washington Blvd., Arlington, Virginia, 22204, stating the date the award will be made, and identifying the name(s) of the awardee(s).

14. REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL AND SUBCONTRACTORS

C. The key personnel and sub-contractors submitted by the Offeror in its Proposal in order to qualify, are considered essential to the Offeror's qualifications and may not be replaced, substituted or augmented after qualification of the Offeror's Proposal without prior written approval of Arlington Public Schools. A request to replace or substitute any key personnel or subcontractor must be submitted to and approved by Arlington Public Schools prior to substitution or augmentation.

18. CONTRACTOR CERTIFICATION REGARDING CRIMINAL CONVICTIONS

As a condition of awarding a Contract for the provision of Work that requires the Contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, the Arlington School Board shall require the Contractor to provide certification that all persons who will provide such services have not (i) been convicted of a felony or of any offense involving the sexual molestation or physical or sexual abuse or rape of a child; (ii), as more particularly set forth in Va. Code Ann. Section 18.2-370.4 no person shall perform any part of the Work on the property of an existing elementary or secondary school who has been convicted of rape, forcible sodomy or object sexual penetration, all of a child under 13, during the commission of abduction, in the course of entering a dwelling with intent to commit murder, rape, robbery, arson, larceny, assault and battery, or any felony, or of aggravated malicious wounding; and (iii) as more particularly set forth in Va. Code Ann. Section 18.2-370.5, no person shall perform any part of the Work on the property of an existing elementary or secondary school during school hours or during school-related or school sponsored activities who has been convicted of a sexually violent offense. The Contractor certification covers its employees, its Subcontractors and the employees thereof. (Submit completed Appendix A).

The Contractor certification shall also cover its employees, its Subcontractors and employees thereof, assigned to the Work after Contract award. The Contractor, upon demand from APS, shall provide all information which allowed for the Contractor's certification

The Contractor shall submit to APS a completed Contractor Certification Regarding Criminal Convictions on the form provided by APS.

19. COOPERATIVE CONTRACT FOR USE BY OTHER PUBLIC BODIES

This procurement is being conducted by APS not only for its benefit but for the benefit of any other public body eligible to participate in use of the services herein solicited by means of cooperative procurement as provided by, and to the extent permitted by, §2.2-4304 of the Virginia Public Procurement Act.

20. CONTRACTOR PROHIBITED IN ASSISTING PERSON FOR NEW JOB IF ENGAGED IN MISCONDUCTWITH MINOR

As a condition of being awarding a Contract, or Contract Renewal, the Contractor acknowledges it is prohibited from assisting the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, in obtaining a new job if the Contractor knows or has probable cause to believe that the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, engaged in sexual misconduct regarding a minor or student in violation of law.

21. REQUEST FOR COMMENTS**:**

Following the award of any Contract or Contracts, or the cancellation of this RFP, all Offerors or potential Offerors are invited to provide to APS written comments regarding the manner in which this RFP was conducted and any suggested modifications to that process which might make future RFPs by APS more efficient, more productive, and more attractive to potential Offerors.

MANDATORY REQUIREMENTS

The Offeror must meet the functional requirements of each Component in its Proposal. The following Component(s) will collectively form a Comprehensive Assessment System (CAS).

1a) Universal screening in literacy K – 3 (reading, writing, spelling)
1b) Universal screening in literacy 4 – 12 (reading, writing, spelling)
1c) Universal screening in mathematics K – 5
1d) Universal screening in mathematics 6 – Algebra II
2) Benchmarking for the Virginia Standards of Learning (SOL) in all content areas: English Language Arts, Mathematics, Science and Social Studies

MINUMUM QUALIFICATIONS

For each Component in the Offeror's Proposal, the Offeror must have successfully implemented the functional requirements to a minimum of two (2) public or private K12 schools or grade levels within five (5) years prior to the Proposal Due Date. The services must be of a similar size and nature to the Component(s) the Offeror's Proposal.

IV. PROPOSAL REQUIREMENTS

A. GENERAL REQUIREMENTS

One (1) original hard copy Proposal in a binder, and one (1) electronic copy of the original hard copy Proposal, with a completed Fee Schedule, so marked; and seven (7) individual hard copies, in binders, of the original Proposal, without the completed Fee Schedule, for a total of nine (9) individual copies of the Proposal.. The Offeror's Proposal shall address the below areas, not exceeding the stated page limitations. 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 shall be submitted in 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 Procurement Office staff prior to the Due Date and Time. APS will not assume responsibility for reproduction where an insufficient number of copies have been supplied. APS will notify the Offerors of the deficiency and request that the appropriate number of copies are delivered by the end of the second (2^{nd}) business day following the request. Failure to comply with this or other requirements of this RFP may be grounds for APS to reject such Proposals.

Emailed or facsimile submission of Proposals are not acceptable and any such Proposals will not be considered. Nothing herein is intended to exclude any responsible Offeror or in any way restrain r 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 any reference to pricing information.

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, APS reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a Proposal as nonresponsive.

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 or in the Instructions to Offerors shall result in rejection of the Offeror's Proposal as not responsive, except to the extent the failure or omission either is not a mandatory statutory requirement or does not affect price, quantity, quality or time.

APS proposed Contract Documents and this RFP contain terms and conditions APS favors and intends to use for the resultant Contract. If the Offeror wishes APS to consider any changes to these documents, such changes must be submitted in writing at the beginning of negotiations, 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 APS standard Contract and will be required to furnish all other required Contract Documents including tax identification or social security number within fifteen (15) days after receipt of notification that the contract is ready for signature; otherwise, APS may award the Contract to another Offeror.

Proposals having any erasures or corrections must be initialed by the Offeror in blue ink.

An Offeror may request in writing to withdraw its Proposal at any time. In the event an Offeror discovers an error in their Proposal and desires to make a correction after the Proposal Due Date, the Offeror shall submit in writing the requested correction, along with a written explanation and justification for the change, no later than one (1) business day following the Proposal Due Date. If APS is satisfied that the identified error was the result of a clerical or mathematical error, APS may permit the correction. APS shall issue its written decision to the requesting Offeror within three (3) business days of receipt of the correction request. If the request is approved, the Proposal shall be deemed modified by incorporation of the correction requested. If the requested correction

is denied, the Proposal shall be considered as originally submitted. APS may request additional information or clarifications from an Offeror at any time after the review process has begun.

B. UNNECESSARILY ELABORATE RESPONSES

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the respondent's lack of cost consciousness. Elaborate or expensive art work, paper, bindings, and visual and other presentations are neither necessary at this time nor desired by APS.

C. USE OF INFORMATION AND DOCUMENTS

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

D. SUBMISSION OF PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke these protections upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. [Virginia Code Section 2.2-4342(F)]. **Offerors shall submit, under Tab 5 of the proposal, any data or materials it considers to be a trade secret or proprietary information,** or falls within the exceptions to the VFOIA **and shall state the reason why protection is necessary. Offerors may not declare the entire Proposal proprietary nor may they declare proposed pricing to be proprietary.** References may be made within the body of the Proposal to proprietary or trade secret information; however, all information contained within the body of the Proposal not in the separate section labeled proprietary shall be public information. It is the Offeror's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

E. FORMAT AND CONTENT

The Proposal should address the items included in the Scope of Services for each Component(s) proposed and in the Criteria for Proposal Evaluation. The content of the Proposal copies submitted on a USB storage device should mirror the content of the original hard copy and should be in pdf format or excel format. Failure to do so will result in a lowered evaluation. Incomplete Proposals may be determined nonresponsive.

Offerors should organize their Proposals for each Component using the following tabular format:

TAB 1: Administrative

- A fully executed Request for Proposals Title Pages 1, 2, 3, 4 and 5 of this RFP should be included as the first four pages of your Proposal. The name stated on the Title Sheet on, page 4 must be the full legal names of the Offeror and the address must be that of the office which will have the responsibility for the services provided. The following forms should be completed and also provided in this section:
- The Contactor Certification Regarding Criminal Convictions at Appendix A
- The Conflict of Interest Statement at Appendix B
- The Non-Disclosure and Security Agreement at Appendix C
- The Insurance Checklist at Appendix D
- Student Data Usage and Privacy Agreement at Appendix G

TAB 2: Executive Summary

- Provide three (3) current references for the functional requirements of each proposed Component the Offeror has provided within three (3) years prior to the Proposal Due Date. The services must be of a similar size and nature to the Component(s) in the Scope of Work in this solicitation. Indicate organization name, contact name, telephone number and **e-mail address of each reference for each Component**. Please verify all information prior to submitting it.
- Address what factors differentiate the Offeror from other potential Offerors for this Work.
- What is the Offeror's particular strength in the market place?
- Describe the Offeror's experience in providing similar services.
- How long has the Offeror been providing these specific services?
- Is the Offeror's business line solely performing Comprehensive Assessment services? If not, what other services does the Offeror provide and what percentage of the Offeror's business lines is Comprehensive Assessment services?

TAB 3: Offeror information

- Describe the methodology of the Offeror in successfully providing the functional requirements of proposed Component(s) to public schools.
- Fully describe the Offeror's plan to perform each of the functional requirements of proposed Component(s) as outlined in Section II Scope of Work.
- Offerors shall describe in detail the design, quality and appropriateness of how all tasks requested in the Scope of Services will be completed.
- Describe the Offeror's staffing ratios to include consulting, support, sales and administrative and other.
- The Offeror shall provide adequate evidence to support they possess the minimum qualifications/ experience as required in Section III.D.

TAB 4: Fees for Services

- Fee shall be per Component category and shall include all services required under the Scope of Work (Section II) for the Component(s) proposed.
- Offeror shall complete and return with its Proposal the Fee Schedule in Excel file format on a USB storage device.

TAB 5: Trade Secrets or Proprietary Information

- Offerors are to provide information on the data or other materials sought to be protected and state the reasons why protection is necessary or falls within the exceptions of the Virginia Freedom of Information Act. It is the Offeror's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.
- The Offeror shall provide their most recently filed, signed tax return, and financial statements. This includes the opinion letter, management letter comments, income statement, balance sheet, and notes to the financial statements from the most recent reporting period. Additional financial details, to include balance sheets and cash flow statements are requested for the past three years. Note: APS will treat any financial information provided in the Proposal as proprietary and confidential, and it will not be subject to public disclosure. Therefore, APS will not execute any Offeror-provided non-disclosure agreements related to such documents. If, in the sole opinion of APS, the Offeror's last audited financial statement does not demonstrate the Offeror's ability to generate sufficient income to meet its operating expenses and financial obligations, APS will reject the Offeror's Proposal and not consider it for contract award.
- Offerors are to include in this Tab any exceptions taken in accordance with Section V. A.

V. PROPOSAL EVALUATION PROCESS, METHOD OF CONTRACT AWARD AND PROPOSAL EVALUATION CRITERIA

A. PROPOSAL EVALUATION PROCESS AND METHOD OF CONTRACT AWARD

A Selection Advisory Committee (SAC) will review and evaluate all responsive Proposals received by the Procurement Office. The SAC will rely only on the information for each Component contained in the Proposals submitted in selecting Offerors deemed to be fully qualified and best suited among those submitting Proposals. Therefore, Offerors must emphasize specific information considered pertinent to the Work and submit all information requested.

Offerors shall state in writing any exception to any non-liability provisions contained in the RFP in their submitted Proposals. APS reserves the right to negotiate on the terms of those excepted non-liability provisions during negotiations as it deems necessary; however, an Offeror's failure to submit its written exceptions to any non-liability provisions that are contained in the RFP as part of its submitted Proposal shall be deemed an acceptance/waiver of the non-excepted non-liability provisions contained in the RFP; no waived exceptions as to any non-liability provisions shall be considered during the negotiation phase.

1. Upon completion of the Shortlist Interviews, selection shall be made of two (2) or more Offerors for each Component deemed to be fully qualified and best suited among those submitting Proposals, on the basis of the evaluation criteria stated in the RFP.

2. Negotiations shall then be conducted with each of the Offerors so selected for each Component. The Offeror shall state any exception to any liability provisions contained in the RFP in writing at the beginning of negotiations, and such exceptions shall be considered during negotiations. Failure of the Offeror to submit written exceptions to any liability provisions within five (5) business days after the date of the written notice by APS that the Offeror has been selected for the negotiation stage shall be deemed acceptance of the liability provisions contained in the RFP and no exceptions shall be considered. Price shall be considered, but need not be the sole determining factor.

3. After negotiations have been conducted with each Offeror so selected for each Component, APS shall select the Offeror which, in its opinion, has made the best Proposal and provides the best value for each Component, based on the evaluation criteria advertised in the RFP, and shall award the Contract to that Offeror. When the terms and conditions of multiple awards are so provided in the RFP, awards may be made to more than one Offeror. Should APS determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a Contract may be negotiated and awarded to that Offeror.

4. If at any time it is discovered that an Offeror's Proposal does not satisfy any mandatory requirement of this RFP or that the Offeror has misstated its minimum qualifications or experience, even if the Proposal initially appeared to satisfy such mandatory requirement or requirements or qualifications or experience, the Proposal may be deemed to be nonresponsive and if deemed nonresponsive shall not be considered further.

B. PROPOSAL EVALUATION CRITERIA

The evaluation process involves three (3) stages. The first stage is the Initial Evaluation of all responsive Proposals submitted by responsible Offerors ("Initial Evaluation Stage"). The second stage is the evaluation of those Offerors selected for interviews ("Shortlist Interviews Stage"). The third stage is negotiations with those Offerors selected for negotiations ("Negotiations Stage"). The Evaluation Criteria set forth below will be used for purposes of scoring Proposals at each stage of the evaluation process. Scores from the Initial Evaluations will determine the Offerors to be selected for Shortlist Interviews, if Shortlist Interviews are conducted. When Shortlist Interviews are conducted, Offerors interviewed will be rescored based on the Shortlist Interviews Evaluation Criteria identified herein. Only scores resulting from the Shortlist Interviews Evaluation Criteria will determine the ranking of Proposals whereby APS will enter into negotiations as described in Section A above.

Only scores resulting from the Negotiations Stage will determine the ranking of Offerors for purposes of Contract award. Although there may be overlap between the Initial Evaluation Criteria, the Shortlist Interview Evaluation Criteria, and the Negotiations Stage Evaluation Criteria, each stage of the evaluation process is intended to be a separate score and only that score will be used to determine the consequence of that evaluation stage. The Shortlist Interviews Evaluations and the Negotiations Stage Evaluations are, however, the result of cumulative impressions from all preceding stages.

Initial Evaluations Criteria:

	Weight	Initial Evaluation Criteria
1.	**20%**	Previous experience of Offeror in delivering the functional requirements of the proposed Component to students and staff.
2.	**15%**	Alignment of proposed Component's capabilities to curricula and assessments used in APS including, but not limited to skills tested on the SOL examinations.
3.	**20%**	Component's ability to provide adaptive, reliable, valid and accessible assessments to students in various settings, including but not limited to general education, special education, and gifted learner classrooms.
4.	**10%**	Component's ability to provide data reports and analytics including teacher, school, and district levels.
5.	**15%**	Component's ability to perform automated synchronization of student information.
6.	**20%**	Fees for services
	100%	**TOTAL**

Shortlist Interviews Evaluation Criteria:

If Shortlist Interviews are conducted, Offerors selected will be asked to provide information that serves to clarify the Offeror's Proposal. The Shortlist Interviews may include a presentation, a product/service demonstration, and a question-and-answer session. Offerors selected for Shortlist Interviews will be evaluated in accordance with the evaluation criteria listed below:

	Weight	Shortlist Interview Evaluation Criteria
1.	**25%**	Qualifications and experience of the Offeror
2.	**25%**	Thoroughness of presentation / demonstration in addressing the points of clarification identified by APS and overall preparedness of the Offeror and ability to effectively communicate the information to the audience
3.	**15%**	Demonstrated understanding of the Scope of Work for the designated Component.
4.	**15%**	Component's ability to perform automated synchronization of student information.
5.	**Pass/Fail**	Reference check responses
5.	**20%**	Fees for services
	100%	**TOTAL**

Negotiations Stage Evaluation Criteria:

The Negotiations Stage is for the purpose of further clarification of the selected Offerors' understanding of the performance requirements, its intended approaches to performance, and related information, and for negotiating

with each selected Offeror the terms of any Contract award. The following Negotiation Stage Evaluation Criteria will be used in reviewing and evaluating the Proposals and the results of the negotiations for ranking Offerors for purposes of Contract award(s). Only scores resulting from the Negotiation Stage Evaluation Criteria will determine the ranking of Proposals whereby APS will determine to which Offeror(s) to award the Contract(s).

	Weight	**Negotiations Evaluation Criteria**
1.	**30%**	The ability of the Component to meet the requirements of APS. • Additional capabilities which enhance the overall functionality of the Component
2.	**20%**	The Offeror's methodology to successfully implement the Component
3.	**15%**	Component's ability to perform automated synchronization of student information.
4.	**35%**	Fees for services.
	100%	**Total**

VI. CONTRACT TERMS AND CONDITIONS

The Contract with the successful Offeror ("Contractor") will contain the following contract terms and conditions, with incomplete information to be added based upon the final negotiations between APS and the successful Offeror. Offerors who propose to use additional or modified language must include such language with their Proposal. Arlington Public Schools is referred to herein as "APS". NON-NEGOTIABLE, MANDATORY PROVISIONS REQUIRED BY VIRGINIA LAW OR THE ARLINGTON PUBLIC SCHOOLS PURCHASING RESOLUTION (PURCHASING RESOLUTION) ARE INDICATED BY AN ASTERISK ("*"). The final agreement is subject to review by the APS Attorney prior to being submitted to the successful Offeror for signature.

CONTRACT DOCUMENTS

The Contract consists of the following documents: all of which are incorporated into and are part of the Contract, and which, in the event of a conflict, shall be given precedence in the order listed, with 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 shall determine the provision having precedence.

1 Agreement #12FY19-X and all modifications properly incorporated into the Agreement
2 Attachment A - Scope of Work
3 Attachment B - Fee Schedule
4 Attachment C - Contractor Certification Regarding Criminal Convictions
5 Attachment D - Non Disclosure and Data Security Agreements
6 Attachment E - Student Data Usage and Privacy Agreement
7 Attachment F - Contract Terms & Conditions
8 Attachment G - Certificate(s) of Insurance
9 Attachment H - Negotiated Items List

The following are incorporated by reference:

10 The Request for Proposal (RFP) documents, and
11 The Proposal Response from the Contractor

Where the terms and provisions of the Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of the Agreement shall prevail over the other Contract Documents.

The Contract Documents set forth the entire Contract between APS and the Contractor. APS 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 below as the "Contract."

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. The Work is more fully described in Attachment A. The Contract Documents set forth the minimum work estimated by APS 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.

STANDARD OF CARE

In the performance or furnishing of services hereunder, the Contractor and all its agents, shall exercise the highest degree of skill and care normally accepted as practices and procedures by members of the same profession for provision of the Work.

RESPONSIBILITY OF THE CONTRACTOR

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 Officer, which are discovered within a twelve-month period of final completion of Work.

RESPONSIBILITY FOR CLAIMS AND LIABILITIES

APS' review, approval, or acceptance of, or payment for, any services or deliverables required under this Contract shall not be construed to operate as a waiver by APS of any rights or of any cause of action arising out of the Contract. The Contractor shall be and remains liable to APS for the accuracy and competency of deliverables, plans, specifications, or other documents.

CONTRACT TERM

Components 1a, 1b, 1c, 1d and 2:

Time is of the essence. The Contract Term shall commence on the date the Purchasing Agent fully executes the Contract and shall terminate on June 30, 2020.

The Contract Term may be renewed, one (1) year at a time ("Renewal Contract Term"), at the sole discretion of APS, at any time prior to thirty (30) days following expiration of the Contract Term, and such Renewal Contract Term shall be effective immediately upon expiration of the latest Renewal Contract Term. APS shall have this right of renewal for up to but not more than four (4) Renewal Contract Terms, making a maximum of five (5) Contract Terms.

6b. PRICES AND PRICE ADJUSTMENT

All prices/discounts shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this contract.

The Contractor agrees the prices shall remain firm for the Contract Term and Renewal Contract Terms.

CONTRACT AMOUNT

APS will pay the Contractor in accordance with the firm fixed price(s) shown in Attachment B – Fee 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.

PAYMENT

Contractor will be paid upon acceptance of the submission of a complete invoice satisfactory to the Project Officer which meets the requirements of this section and other applicable provisions of the Contract. APS will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the APS Project Officer. The number of the issued APS Purchase Order shall appear on all invoices.

APS will not pay fees relating to implementation and integration prior to July 1 of a given year.

PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the APS Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington APS department requesting the Work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work under the Contract Documents.

ADJUSTMENTS FOR CHANGE IN SCOPE

APS may order changes in the Work within the general scope of the Work consisting of additions, deletions or other revisions. 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 the Contractor unless such adjustments have been made by a written amendment to the Contract signed by APS and the Contractor. 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 Officer after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefore 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 APS and the Contractor and an APS Purchase Order is issued covering the cost of the services to be provided under the amendment.

ADDITIONAL SERVICES

The Contractor shall not be compensated for any goods or services provided except those included in the Contract Documents and included in the Contract Amount unless those goods or services are covered by a written amendment to this Agreement signed by APS and the Contractor and an APS purchase order is issued covering the expected cost of such services.

APS may determine the need for additional work by the Contractor. Upon a request from APS, the Contractor shall prepare a cost Proposal for any such work. No Additional Services shall be performed unless a written Amendment to this Agreement has been executed by both parties.

REIMBURSABLE EXPENSES

All expenses shall be included in the firm fixed price for provision of the Work for APS. APS shall not approve any request for reimbursement of travel-related expenses submitted by the Contractor.

REIMBURSABLE TRAVEL-RELATED EXPENSES

All travel-related expenses shall be included in the firm fixed price for provision of the Work for APS. APS shall not approve any request for reimbursement of travel-related expenses submitted by the Contractor.

Non-reimbursable Expenses: The following expenses are not allowable for reimbursement and should not be included in firm fixed price:

1. Alcoholic beverages
2. Personal phone calls
3. Self-entertainment activities (i.e. pay TV, movies, night clubs, health clubs, theaters, bowling)
4. Personal expenses (i.e. laundry, valet, haircuts)
5. Personal travel insurance (i.e. life, medical, or property insurance) for air fare or rental cars.
6. Auto repairs, maintenance and insurance costs for personal vehicles
7. Travel expenses incurred to obtain or maintain training and/or certificates that are not associated with an employee's job requirements.

14. PAYMENT OF SUBCONTRACTORS*

The Contractor is obligated to take one of the two following actions within seven (7) calendar days after receipt of amounts paid to the Contractor by APS for work performed by any subcontractor under this Contract:

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

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

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from APS 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 in each of its subcontracts a provision requiring each subcontractor 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 to be an obligation of APS. 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.

15. NON-APPROPRIATION*

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

16. APS PURCHASE ORDER REQUIREMENT*

APS purchases are authorized only if an APS Purchase Order 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 order agency. APS will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by APS Purchasing Agent. Contractors providing goods or services without a signed APS Purchase Order do so at their own risk and expense.

17. REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL AND SUBCONTRACTORS

The key personnel and subcontractors submitted by the Contractor in its Proposal and thereafter accepted by APS 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 APS. A request to replace or substitute any key personnel or subcontractor for any reason, shall be provided to the APS Project Officer at least fifteen (15) calendar 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 permit evaluation by APS.

Additionally, the Contractor shall not remove or replace the approved Project Manager without written approval of APS. In cases of the approved Project Manager's prolonged illness or other extended leave of absence, Contractor shall provide an interim Project Manager whose continued work on the Work shall be subject to approval by APS.

In the event of the Project Manager's resignation or termination from the Contractor's employment, the Contractor shall replace the Project Manager with an individual with similar qualifications and experience and only with APS' prior written approval.

18. PROJECT STAFF

APS has the right of reasonable rejection and approval of staff or subcontractors assigned to the Work by the Contractor. If APS reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to APS in a timely manner and at no additional cost to APS. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

19. SUPERVISION BY CONTRACTOR

The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall only employ on the Work persons reasonably proficient in the work assigned.

20. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED*
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 related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.

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

D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontract or vendor.

21. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED*
In accordance with §2.2-4311.1 of the Virginia Code, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

22. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR*
During the performance of the Work pursuant to this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

23. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE
The Contract shall remain in force for the Initial Contract Term or any Renewal Contract Term(s) and until APS determines that all of the following requirements and conditions have been satisfactorily met: APS has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, APS 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 APS in its discretion.

If APS determines that the Contractor has failed to perform satisfactorily, then APS will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination

of the Contract takes effect ("Cure Period"). 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. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by APS prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to APS Project Officer within fifteen (15) calendar days after the expiration of the Cure Period. APS may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If APS terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from APS to the Contractor (unless APS in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to APS for all costs incurred by APS after the effective date of termination, including costs required to be expended by APS 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 APS upon demand by APS. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contactor is liable to APS, and APS shall be entitled to recover, all damages to which APS is entitled by this Contract or by law, including, and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by APS to the Contractor under the Contract and all attorney fees and costs incurred by APS to enforce any provision of this Contract.

Except as otherwise directed by APS in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

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.

24. TERMINATION FOR THE CONVENIENCE OF APS

The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in APS' best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) calendar 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. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by APS prior to such termination and any other termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to APS; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

25. INDEMNIFICATION* (NOTE: Virginia does not permit the indemnification of others; cross indemnity provisions are not acceptable). The Contractor covenants for itself, its employees, and subcontractor to save, defend, hold harmless, and indemnify APS, and all of their elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "APS" for purposes of this section) from and against any and all claims made by third parties or by APS for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions or errors in performance or nonperformance of its work called for by the Contract Documents, whether such act or omission or error is attributable to Contractor, subcontractor, any material supplier, or anyone directly or indirectly employed by them, called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract.

    If any action or proceeding relating to the indemnification required by this section is brought against APS, then upon written notice from APS to the Contractor, Contractor shall at Contractor's expense, resist or defend such action or proceeding by counsel approved by APS in writing, such approval not to be unreasonably withheld, but no approval of counsel shall be required where the cause of action is resisted or defended by counsel of any insurance carrier obligated to resist or defend same.

    If, after Notice by APS, the Contractor fails or refuses to save, defend, hold harmless and/or indemnify APS, the Contractor shall be liable for and reimburse APS for any and all expenses, including but not limited to, reasonable attorney's fees incurred and settlements or payments made. The Contractor shall pay such expenses upon demand by APS and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

    Contractor understands and agrees that it is Contractor's responsibility to provide indemnification to APS pursuant to this section. The provision of insurance, while anticipated to provide a funding source for this indemnification, is in addition to any indemnification requirements and the failure of Contractor's insurance to fully fund any indemnification shall not relieve the Contractor of any obligation assumed under this indemnification.

26. INTELLECTUAL PROPERTY INDEMNIFICATION*
    The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

    The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify APS, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by APS. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by APS, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse APS for any and all expenses, including but not limited to, reasonable attorney's fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by APS and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

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

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

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

28. OWNERSHIP AND RETURN OF RECORDS

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose APS' data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of APS' request for services under this Contract, are the exclusive property of APS ("Record" or "Records"), and all such Records shall be provided to and/or returned to APS upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of APS. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At APS' request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at APS's request, shall destroy all computer records created as a result of APS' request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract. No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

29. CONFIDENTIAL INFORMATION

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all APS information obtained as a results 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.

All student data is considered to be confidential under any resulting Contract as well as under the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g et seq., and any other federal or state statutes or regulations pertaining to student records, and will only be released in accordance with the applicable laws and regulations. Student data shall include all metadata, forms, logs, cookies, tracking pixels, user content, and Personally Identifiable Information (PII), Education Records as defined by the Family Educational Rights and Privacy Act ("FERPA"), and other non-public information relating directly to APS students. All student data received by the Contractor shall be maintained by the Contractor in a secure location, in accordance with the Student Data Usage and Privacy Agreement.

The Contactor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of student data (whether intentionally or by inadvertence, negligence or omission verbally electronically, through paper transmission or otherwise), for any purpose other than that directly associated with its officially assigned duties pursuant to any resulting Contract. Contractor is aware that unauthorized use or disclosure of student data is prohibited and, in addition, may also constitute a violation of Virginia law (e. g. the Government Data Collection and Dissemination Practice Act, formerly called the Privacy Protection Act, VA Code §2.2-3800 et seq., and the Secrecy of Information Act, VA Code §58.1-3, which may be punishable by a jail sentence of up to six (6) months and/or a fine of up to $1,000,000.).

30. HIPPA COMPLIANCE

The Contractor shall comply with all applicable legislative and regulatory requirements of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPPA"). Pursuant to 45 C. F. R. §164.502(e) and §164.504(e), the Contractor shall be designated a Business Associate pursuant and will be required to execute an APS Business Associate Agreement. If Contractor engages a subcontractor or subcontractors in the performance of the Scope of Work under any resulting Contract, the Contractor shall enter into an agreement with each of its subcontractors pursuant to 45 C. F. R. §164.3082(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 Contractor under APS's Business Associate Agreement and in a form approved by APS. HITECH defines PHI as individually identifiable and maintained by a covered health care provider, health plan, or health care clearinghouse. See 45 C.F.R 160.103 and 164.501. The Contractor shall ensure that its subcontractors notify the Contractor, immediately, of any breaches in security regarding the PHI.

The Contractor takes full responsibility for any failure to execute the appropriate agreements with its subcontractors to comply with the existing and or future regulations of HIPPA and/or HITECH, and shall indemnify APS in accordance with the Indemnification clause in this section.

31. DATA SECURITY

The Contractor agrees that it shall hold all APS data obtained or accessed as a result of its work under this Contract confidential in accordance with the Nondisclosure and Data Security Agreement attached hereto. If individual employees or subcontractors of the Contractor are performing work under this Contract on APS-owned property, then such individual employees or subcontractors shall be required to sign a separate Nondisclosure and Data Security Agreement, which shall be incorporated by reference into this Contract, prior to performing any work or being allowed access to APS data.

The Contractor shall hold APS Information in the strictest confidence and comply with all applicable APS security and network resources policies as well as all local, state and federal laws or regulatory requirements concerning data privacy and security. The Contractor shall develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted APS Information received from, created or maintained on behalf of APS and strictly control access to APS Information. For purposes of this provision, and as more fully described in this Contract and APS's Non-Disclosure and Data Security Agreement (NDA), "APS Information" (also referred to as "APS Data" or "data") includes, but is not limited to, electronic information, documents, data, images, and records including, but not limited to, financial records, personally identifiable information, Personal Health Information (PHI), personnel, educational, voting, registration, tax or assessment records, information related to public safety, APS networked resources, and APS databases, software and security measures which is created, maintained, transmitted or accessed to perform the Work under this Contract.

APS' Non-Disclosure and Data Security Agreement (NDA**).** The Contractor shall require that an authorized Contractor designee, and all key employees, agents or subcontractors working on-site at APS facilities or otherwise performing non-incidental work under this Contract, sign the NDA (attached as an Attachment D) prior to performing any work or permitting access to APS networked resources, application systems or databases under this Contract. A copy of the signed NDAs shall be available to APS Project Officer upon request.

Use of Data. The Contractor shall ensure that the use, distribution, disclosure or access ("use") to APS Information and APS networked resources shall not occur in an unauthorized manner. Use of APS Information for other than as specifically outlined in this Contract is strictly prohibited, unless such other use is agreed to in writing by the parties. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of APS Information and any non-compliance with this Data Security and Protection provision or any NDA.

Data Protection. The Contractor agrees that it will protect APS Information according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data, proprietary and/or confidential information. The Contractor shall provide to APS a copy of its data security policy and procedures for securing APS Information and a copy of its disaster recovery plan/s. The Contractor shall provide, if requested by APS, on an annual basis, results of an internal Information Security Risk Assessment provided by an outside firm.

Data Sharing. Except as otherwise specifically provided for in this Contract, the Contractor agrees that it shall not share, disclose, sell or grant access to APS Information to any third party without the express written authorization of the APS Chief Information Security Officer or designee.

Security Requirements. The Contractor shall maintain the most up to date anti-virus, industry accepted firewalls and/or other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact or store APS Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store APS Data into hard drives must provide data at rest encryption. Significant deviation from these standards must be approved by the APS Chief Information Security Officer or designee, the downloading of APS information onto laptops or other portable storage medium is prohibited without the express written authorization of the APS Chief Information Security Officer or designee.

Data Protection Upon Conclusion of Contract. Upon termination, cancellation, expiration or other conclusion of this Contract, the Contractor shall return all APS Information to APS unless APS requests that such data be destroyed. This provision shall also apply to all APS Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall complete such return or destruction not less than thirty (30) calendar days after the conclusion of this Agreement and shall certify completion of this task, in writing, to APS Project Officer.

Notification of Security Incidents. The Contractor agrees to notify the APS Chief Information Officer and APS Project Officer within twenty-four (24) hours of the discovery of any unintended access to, use or disclosure of APS Information.

Subcontractors. To the extent the use of subcontractors is permitted under this Contract, the requirements of this entire section shall be incorporated into any subcontractor agreement entered into by the Contractor and any data sharing shall be compliant with these security and protection requirements and the NDA. In the event of data sharing, subcontractors shall provide to the Contractor a copy of their data security policy and procedures for securing APS Information and a copy of their disaster recovery plan/s.

32. ETHICS IN PUBLIC CONTRACTING*

This Contract incorporates by reference Article 9 of the Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, 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 and that it has 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.

33. APS EMPLOYEES*
No employee of Arlington Public Schools, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise there from which is not available to the general public.

34. FORCE MAJEURE
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this 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, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.
APS 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 APS that make performance impossible or illegal, unless otherwise specified in the Contract.

35. AUTHORITY TO TRANSACT BUSINESS*
The Contractor shall pursuant to Code of Virginia §2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the sole option of APS.

36. RELATION TO APS*
The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered employees, servants or agents of APS. APS will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. APS will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, APS will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by APS for its employees.

37. ANTITRUST
By entering into this Contract, the Contractor conveys, sells, assigns and transfers to APS all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by APS under this Contract.

38. REPORT STANDARDS
Reports or written material prepared by the Contractor in response to the requirements of this Contract or request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to APS, The Contractor shall comply with the following guidelines:

1.
All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;

All submittals must be in the required tabular format in a binder.

- Report covers / binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);

- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper should be avoided.

38. AUDIT
The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. APS or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term or any Renewal Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which APS does not have ready access) within five (5) years after final payment, the Contractor shall notify APS at least thirty (30) days prior to such disposal, and if APS objects, shall not dispose of the records.

39. ASSIGNMENT
The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of APS.

40. AMENDMENTS
This Contract shall not be modified except by written amendment executed by persons duly authorized to bind the Contractor and APS

41. ARLINGTON PUBLIC SCHOOLS PURCHASING RESOLUTION AND APS POLICIES*
Notwithstanding any provision to the contrary herein, no provision of the Purchasing Resolution or any applicable APS policy is waived in whole or in part.

42. DISPUTE RESOLUTION*
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the Work upon which the claim is based, whichever occurs first. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. Claims denied by the Project Officer may be submitted to APS Superintendent or designee in writing no later than sixty (60) days after final payment in accordance with the Purchasing Resolution.

The time limit for final written decision by APS Superintendent or designee in the event of a contractual dispute, as that term is defined in the Purchasing Resolution, is thirty (30) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference. A copy of the Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, APS Superintendent or designee, School Board, or a court of competent jurisdiction.

43. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION*
This Contract and the Work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

44. ARBITRATION
It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

45. NONEXCLUSIVITY OF REMEDIES
All remedies available to APS under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to APS at law or in equity.

46. NO WAIVER
The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a

subsequent waiver of the same right or any other right.

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

48. NO WAIVER OF SOVEREIGN IMMUNITY*
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by APS pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of APS. The parties intend for this provision to be read as broadly as possible.

49. SURVIVAL OF TERMS
In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO APS; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; CONFIDENTIAL INFORMATION, AND DATA SECURITY AND PROTECTION.

50. HEADINGS
The section headings in this Contract are inserted only for convenience and are not to be construed as part of this contract or a limitation on the scope of the particular section to which the heading refers.

51. AMBIGUITIES
Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

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

TO THE CONTRACTOR:

TO APS: Dr. Kelly Krug
Supervisor, Arlington Tiered System of Support
Arlington Public Schools
2110 Washington Blvd.
Arlington, Virginia 22204

AND David J. Webb, C.P.M.
Procurement Director / Purchasing Agent
Arlington Public Schools
2110 Washington Boulevard,
Arlington, Virginia 22204

53. NON-DISCRIMINATION NOTICE*
APS does not discriminate against faith-based organizations.

54. INSURANCE REQUIREMENTS
The Contractor shall provide to the APS Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, rating of "B" or better and a financial size of "Class VII" or better in the latest edition of A.M. Best Co., and acceptable to APS. The minimum insurance coverage shall be:

a. Workers Compensation (if applicable)- Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000.

b. Commercial General Liability - $500,000 combined single limit coverage with $1,000,000 general aggregate covering all premises and operations and including Personal Injury and Independent Contractors. The general aggregate limit shall apply to this Contract. coverage

c. Automobile Liability - $100,000 per person / $300,000 per accident.

d. Product Liability - $500,000 combined single limit coverage, $1,000,000 general aggregate

e. Cyber Liability Insurance – not less than $500,000 per occurrence or claim, $1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, crisis management and notification expenses, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

f. Arlington Public Schools, its officers, elected and appointed officials, employees and agents, are to be named as additional insured under all coverages except Workers' Compensation and Automobile Liability, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects APS, its officers, elected and appointed officials, agents and employees. The following definition of the term "APS" applies to all policies issued under the Contract: "APS School Board and any affiliated or subsidiary Board, Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board, Authority, Committee, or Independent Agency is either a Body Politic created by the School Board of Arlington Public Schools, Virginia, or one in which controlling interest is vested in Arlington Public Schools".

g. Cancellation - All insurance policies required by this Contract shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington Public Schools, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and APS notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

h. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an 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.

i. Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of any deductible or self-insurance component applicable to the General Liability and Automobile Liability, or any other policies required herein, if any. APS reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, APS may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for APS.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Automobile Liability insurance, and Workers' Compensation insurance (if applicable) in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to APS immediately upon request by APS.

No acceptance or approval of any insurance by APS shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to APS for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverage's are submitted to and acceptable to APS. The Contractor must also provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy of the insurance funding.

55. ACCESSIBILITY OF WEB SITE*

If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any APS websites, or APS' 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: http://www.ada.gov/websites2.htm.

56. ARLINGTON COUNTY BUSINESS LICENSE

The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code. For further information on the provisions of this chapter and its applicability to this contract, contact the Arlington County Business License Division, Commissioner of the Revenue of Arlington, Virginia, Telephone Number (703) 228-3060.

57. FAILURE TO DELIVER

In case of failure to deliver goods or services in accordance with the contract terms and conditions, APS, after due oral or written notice, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which APS may have; provided that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a reduction in price to be determined solely by APS.

58. SUBCONTRACTS

The Contractor shall not enter into any subcontract with any subcontractor who has been suspended or debarred from doing federal, state or local government work for any reason.

The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the Work of subcontractors.

Nothing contained in this contract shall create any contractual relationship between any subcontractor and APS.

59. NON-ENDORSEMENT CLAUSE FOR CONTRACTS & AGREEMENTS

ARLINGTON PUBLIC SCHOOLS may be identified as a "Participant" in the Work with the following statement added: "This shall not constitute an endorsement of any products or services". For further information, please contact the Arlington Public Schools School and Community Relations office.

60. ADVERTISING AND USE OF PROPRIETARY MARKS OR LOGOS

Contractor shall not use the name of Arlington Public Schools (APS) or any authorized user or refer to APS or any authorized user, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of APS or such authorized user. In no event may Contractor use a proprietary mark of APS or an authorized user without receiving the prior written consent of APS or the authorized user.

61. EXTENSION OF CONTRACT TERM

The APS 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.

62. STUDENT DATA USAGE AND PRIVACY AGREEMENT

During the term of the Contract Term, and any Renewal Contract Term(s), the Contractor will have access to student data. As a condition of awarding a Contract for the provision of the Work that requires the Contractor to have access to the student data the Contractor is required to sign the Student Data Usage and Privacy Agreement (See Attachment E).

63. COOPERATIVE CONTRACT FOR USE BY OTHER PUBLIC BODIES

This procurement is being conducted by APS not only for its benefit but for the benefit of any other public body eligible to participate in use of the services herein solicited by means of cooperative procurement as provided by, and to the extent permitted by, §2.2-4304 of the Virginia Public Procurement Act.

64. CONTRACTOR PROHIBITED IN ASSISTING PERSON FOR NEW JOB IF ENGAGED IN MISCONDUCTWITH MINOR

As a condition of being awarding a Contract, or Contract Renewal, the Contractor acknowledges it is prohibited from assisting the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, in obtaining a new job if the Contractor knows or has probable cause to believe that the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, engaged in sexual misconduct regarding a minor or student in violation of law.

65. CONTRACTOR CERTIFICATION REGARDING CRIMINAL CONVICTIONS

As a condition of awarding a Contract for the provision of Work that requires the Contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, the Arlington School Board shall require the Contractor to provide certification that all persons who will provide such services have not (i) been convicted of a felony or of any offense involving the sexual molestation or physical or sexual abuse or rape of a child; (ii), as more particularly set forth in Va. Code Ann. Section 18.2-370.4 no person shall perform any part of the Work on the property of an existing elementary or secondary school who has been convicted of rape, forcible sodomy or object sexual penetration, all of a child under 13, during the commission of abduction, in the course of entering a dwelling with intent to commit murder, rape, robbery, arson, larceny, assault

and battery, or any felony, or of aggravated malicious wounding; and (iii) as more particularly set forth in Va. Code Ann. Section 18.2-370.5, no person shall perform any part of the Work on the property of an existing elementary or secondary school during school hours or during school-related or school sponsored activities who has been convicted of a sexually violent offense. The Contractor certification covers its employees, its Subcontractors and the employees thereof. (Submit completed Appendix A).

The Contractor certification shall also cover its employees, its Subcontractors and employees thereof, assigned to the Work after Contract award. The Contractor, upon demand from APS, shall provide all information which allowed for the Contractor's certification

Issued By: **Joshua A. Makely, CPPO, CPPB**
Assistant Director of Procurement
Procurement Office
Arlington Public Schools
Phone: (703) 228-6126
Email: joshua.makely@apsva.us

VII. Appendix E

Arlington Public Schools

Procurement Office
2110 Washington Blvd., Arlington, VA 22204 • Phone: (703) 228-6123 • Fax: (703) 841-0681
www.apsva.us

Sample Form Agreement

Contract Title: Individual Components of Comprehensive Assessment System

Components 1a, 1b, 1c, 1d and 2:
Contract 12FY19-X, for the provision of Individual Components of Comprehensive Assessment System ("the Work") is entered into as of the date the Purchasing Agent signs this Agreement, this ____ day of _____, 20___; by and between _____, located at _____, hereinafter called "Contractor" and Arlington County School Board, operating as Arlington Public School hereinafter called "APS" or "Owner"; and expiring on June 30, 2020. This duration shall be referred to as the "Contract Term". APS reserves the right, in its sole discretion, to renew the Contract for an additional one-year term; this option to renew may be exercised by APS up to but not more than for four (4) additional one-year terms ("Renewal Contract Terms").

APS and the Contractor, having given adequate consideration, agree that the Contractor will perform the Work to assist APS in accordance with the Contract which shall consist of the following documents: all of which are incorporated into and are part of the Contract, and which, in the event of a conflict, shall be given precedence in the order listed, with 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 shall determine the provision having precedence.

1 Agreement #12FY19-X and all modifications properly incorporated into the Agreement
2 Attachment A - Scope of Work
3 Attachment B - Fee Schedule
4 Attachment C - Contractor Certification Regarding Criminal Convictions
5 Attachment D - Non Disclosure and Data Security Agreements
6 Attachment E - Student Data Usage and Privacy Agreement
7 Attachment F - Contract Terms & Conditions
8 Attachment G - Certificate(s) of Insurance
9 Attachment H - Negotiated Items List

The following are incorporated by reference:

10 The Request for Proposal (RFP) documents, and
11 The Proposal Response from the Contractor

The Work shall be performed in accordance with the above-referenced Contract Documents and is the complete agreement between APS and the Contractor and may not be altered except by written amendment signed by APS and the Contractor in compliance with the requirements of the Contact Documents.

The signatures of APS and the Contractor, or their authorized representatives, are set out below in acknowledgment and acceptance of this Contract.

IN WITNESS WHEREOF, APS and Contractor have executed this Agreement as of the date written above.

Acceptance:

	Arlington Public Schools		**Name of Contractor**
Authorized Signature:		Authorized Signature:	
Printed Name	David J. Webb, C.P.M.	Printed Name:	
Title:	Procurement Director / Purchasing Agent	Title:	
Date:		Date:	

Appendix F

Fee Schedule Revised 2.14.19

Offeror **shall complete and return** with its Proposal the Fee Schedule **in Excel file format** on a USB storage device.

Offerors are required to complete **only** those sections of the Fee Schedule that correspond with the Component(s) referenced in its Proposal.

All Offerors should provide at least one (1) hourly rate on the Rate Card tab in the Fee Schedule.