



Notice of Addendum No. 3

Date of Addendum No. 3: March 07, 2023

**Arlington Public Schools
Procurement Office**

Request for Proposal 87FY23

Request for Proposal Title: Secondary Spanish Resources

Request for Proposal Number: 87FY23

Request for Proposal Issue Date: February 08, 2023

Pre-Proposal Conference: February 15, 2023 (Refer to Request Title Page 2)

Proposal Due Date and Time: March ~~10~~**14**, 2023, No Later Than 11:59 P.M. (EST)

Procurement Office Representative: Danielle Godfrey
Assistant Director of Procurement
(703) 228-6126, danielle.godfrey@apsva.us

Modifications to the RFP: The Proposal Due Date for RFP 87FY23 extended to March 14, 2023, through Addendum No. 3, and includes a revised Appendix C - Non-Disclosure and Data Security Agreement.

Revisions are made to RFP 87FY23 through Addendum No.3. Modifications are highlighted in **red for additions** and **Black** for deletions.

For a Proposal to be considered for award of a Contract the Proposal must be received in the Platform by no later than 11:59 p.m. on ~~Friday~~, **Tuesday** March ~~10~~**14**, 2023 (“Proposal Due Date”). Offerors are strongly encouraged to submit their Proposals in advance of Proposal Due Date to allow sufficient time for the Proposals to be uploaded into the Platform before the Proposal Due Date.

B. Tentative Schedule for RFP #87FY23

| | |
|--------------------------------------|---|
| RFP Issuance | February 8, 2023 |
| Pre-Proposal Conference | February 15, 2023 |
| Question Deadline | March 7, by 4:00 PM, EST |
| Information Item/Addendum 1 Issuance | February 23, 2023 |
| Proposal Due Date | March 10 14, 2023, No Later Than 11:59 PM, EST |
| Shortlist Interviews | Week Commencing April 11, 2023 |
| Negotiations Stage | Week Commencing May 4, 2023 |
| Contract Award | Anticipated Award Date May 30, 2023 |
| Receipt of Print Resources | No Later than July 30, 2023 |
| Receipt of Digital Resources | No Later than June 30, 2023 |
| Initial Professional Learning | Completed by August 30, 2023 |

Q1. There appears to be a typo the updated Appendix C, which lists:

A Completed **Appendix A** is to be Included in Tab 1 of the Proposal (One Completed Original to be Provided to Cover Both Resources). Should we modify this to reference Appendix A, leave as is, or wait for an updated RFP document that incorporates all changes.

A1. Yes, this was a typo. Please see Addendum No. 3 revised Appendix C- Non- Disclosure and Data Security Agreement.

VIII. Appendix C

Non-Disclosure and Data Security Agreement

A Completed Appendix A C is to be Included in Tab 1 of the Proposal

(One Completed Original to be Provided to Cover Both Resources)

The undersigned, an authorized agent of the Contractor and on behalf of _____ (Contractor) hereby agree that the Contractor will hold Arlington Public Schools (APS) provided information, documents, data, images, records and the like (hereafter “Information”) confidential and secure and to protect it against loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the Information of the APS, its employees, contractors, residents, clients, patients, taxpayers and property as well as Information that the APS shares with Contractor for testing, support, conversion or other services provided under APS (the “Work” or “APS Contract” as applicable) or which may be accessed through other APS owned or controlled databases (all of the above collectively referred to herein as “Information” or “APS Information”).

In addition to the Data Security obligations set in the APS Contract, the Contractor agrees that it will maintain the privacy and security of the APS Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to APS Information for any purpose or by anyone unless expressly authorized. This includes but is not limited to Information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter “his”) Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or that affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution (also collectively referred to herein as “Information” or “APS Information”).

Contractor also agree that it will not directly or indirectly use or facilitate the use or dissemination of Information (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 work under the Work. Contractor acknowledges that any unauthorized use, dissemination or disclosure of Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

The Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Work. Contractor shall coordinate closely with the APS Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate, tightly controlled and that such person/s also maintain the security and privacy of Information and the integrity of APS networked resources.

Contractor agrees to take strict security measures to ensure that Information is kept secure, properly stored, that if stored that it is encrypted as appropriate, stored in accordance with industry best practices and otherwise protected from retrieval or access by unauthorized persons or unauthorized purpose. Any device or media on which Information is stored, even temporarily, will have strict security and access control. Any Information that is accessible will not leave the Contractor’s work site or the APS’ physical facility, if working onsite, without written authorization of the APS Project Officer. If remote access or other media storage is authorized, Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the APS, and connected to the APS network are secure and free of all computer viruses or running the latest version of an industry standard virus protection program. Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. No Information may be downloaded except as agreed to by the parties and then only onto an APS approved device. Downloading onto a personally owned device is prohibited. Contractor agrees that it will notify the APS Project Officer immediately upon discovery, becoming aware or suspicious of any unauthorized disclosure of Information, security breach, hacking or other breach of this

Non-Disclosure and Data Security Agreement, the APS Contract, APS policy, Contractor's security policies, or any other breach of Work protocols. The Contractor will fully cooperate with the APS to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees, if requested, to promptly notify others of a suspected or actual breach.

Contractor agrees that all duties and obligations enumerated in this Non-Disclosure and Data Security Agreement also extend to its employees, agents or subcontractors who are given access to APS Information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by Contractor. Contractor agrees that it shall take all reasonable measures to ensure its employees, agents and subcontractors are aware of and abide by the terms and conditions of this Non-Disclosure and Data Security Agreement and related data security provisions in the APS Contract.

It is the intent of this Non-Disclosure and Data Security Agreement to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices are in place to ensure confidentiality, protection, privacy and security of APS Information and APS networked resources and to ensure compliance with all applicable local, state and federal law or regulatory requirements. Therefore, to the extent that this Non-Disclosure and Data Security Agreement conflicts with the APS Contract or with any applicable local, state, or federal law, regulation or provision, the more stringent APS Contract requirement, law, regulation or provision shall control.

At the conclusion of the Work, Contractor agrees to return all APS Information to the APS Project Officer. These obligations remain in full force and effect throughout the Work and shall survive any termination of the APS Contract.

Authorized Signature:

Printed Name and Title: _____

Date:

Addendum No. 3 must be signed, dated and submitted via the secure cloud-based file sharing platform specified in the RFP prior to the Proposal Due Date and Time stated above OR acknowledgment of receipt of this Addendum may be noted on the Request.

Name of Offeror: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Issued By:

Danielle Godfrey

Assistant Director of Procurement

(703) 228-6126, danielle.godfrey@apsva.us