



Request for Proposal - Title Page One

Arlington Public Schools Procurement Office

Request for Proposal 36FY22

Request for Proposal Title:	English Language Arts (ELA) Resources for Grades 6-12
Request for Proposal Number:	36FY22
Request for Proposal Issue Date:	February 07, 2022
Pre-Proposal Conference:	February 10, 2022, (Refer to Request Title Page 2)
Proposal Due Date and Time:	February 28, 2022, No Later Than 11:59 P.M. (EST)
Procurement Office Representative:	Kimberly Young, CPPB Senior Procurement Specialist (703) 228-7643, kimberly.young@apsva.us

This is Arlington County School Board, operating as Arlington Public Schools (“APS” or “Owner”) Request for Proposal (RFP) #36FY22 for the establishment of a Contract for English Language Arts (ELA) Resources for Grades 6-12 (“the Work”). Sealed Proposal **shall not** be received in response to the RFP at the Syphax Education Center by mail, express mail, in person, or by courier, but will do so instead electronically through a secure cloud-based file sharing platform (“Platform”).

Firms wishing to submit a Proposal in response to the RFP (“Offerors”) are required to upload the information requested in Tabs 1 - 5 of Section III, Proposal Requirements into the Platform through the link found on the Current Solicitations webpage under the Procurement Office website. A link to the webpage is provided below. Found under the Due Date column for RFP 36FY22 of the Current Solicitations table is a link for Offerors to submit its Proposal. (“Link to submit Proposal – RFP 36FY22”). To assist Offerors with its Proposal submission, screenshots of the steps required to submit a Proposal are attached as Appendix L to this RFP.

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 Monday, February 28, 2022 (“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. The time a Proposal is received shall be determined by the time shown under the Activity in the Folder log (“the Log”). If the upload time shown in the Log is after Proposal Due Date the Proposal

Request for Proposal - Title Page Two

will be considered non-responsive and will not be considered for Contract award. **Proposals received after the Proposal Due Date shall not be considered.**

For further information please contact Kimberly Young at kimberly.young@apsva.us or at (703) 228-7643.

Link to the Current Solicitations webpage: <https://www.apsva.us/procurement-office/current-solicitations/>.

Pre-Proposal Conference:

A non-mandatory pre-Proposal conference (“Conference”) will be held for this RFP and for RFP 21FY22, English Language Arts (ELA) Resources K–5, on Thursday, February 10, 2022, at 10:00 A.M. (EST). The Conference will take place virtually, to discuss the Work and answer general questions concerning the two RFPs. Attendance at the Conference is encouraged. Offerors seeking to attend the Conference can access the Conference via a link in the Current Solicitations table on the Procurement Office website. It is recommended Offerors have a copy of the RFP with them during the Conference.

Minutes of the Conference, including but not limited to questions and answers presented at the Conference, will be issued in writing by the Procurement Office as an Information Item and distributed in the same manner as an Addenda, as set forth below

Questions:

All questions regarding this RFP, other than those submitted at the Conference, must be submitted in writing via email addressed to: Kimberly Young, Senior Procurement Specialist, kimberly.young@apsva.us and Sarah Cruz, APS Project Manager, via email: sarah.cruz@apsva.us and **must be received by 5:00 PM (EST) on February 15, 2022**. The Procurement Office will issue written responses to questions received as an Information Item, in the same manner as an Addenda, as set forth below.

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

Addenda:

Changes to this RFP will be made only by written Addenda issued by the Procurement Office and designated as “Addendum No. ____.” No other form of communication shall modify this RFP.

Addenda will only be posted on <https://www.apsva.us/procurement-office/current-solicitations> and on a public bulletin board in Syphax.

Offerors shall ascertain prior to submitting a Proposal that all Addenda issued have been received and shall acknowledge receipt and inclusion of all Addenda by marking here, or by including a signed copy of all Addenda with the Proposal:

Addendum #. ____ Date: _____ Addendum #. ____ Date: _____
Addendum #. ____ Date: _____

Information Items:

Questions received timely in response to this RFP, including those at the Conference, will be answered by written Information Items issued by the Procurement Office. This RFP shall not be modified by an Information Item.

Information Items will only be posted on the APS website, and on a public bulletin board in Syphax.

Request for Proposal Title Page Three

Trade Secrets or Proprietary Information:

Each Offeror shall confirm whether their Proposal contains any information the Offeror deems proprietary or a trade secret. Information considered to be proprietary or a Trade Secret is to be included in the Proposal response at Tab 4. See Section IV. Proposal Requirements, D., Submission of Proprietary Information, for additional information.

Please mark one:

- () Yes, My Proposal contains information deemed to be proprietary or a trade secret. The information deemed to be proprietary or a trade secret can be located under Tab #4
- () No, My Proposal does not contain information deemed to be proprietary or a trade secret.

Acceptance of Work:

By submitting a Proposal, Offeror confirms that it can deliver all of the Work contained in the RFP.

State Corporation Commission (SCC) Identification Number: Mandatory Requirement:

Under subsection C.8. of Section III, Instructions to Offerors, subsection 35 of Section VI., Contract Terms and Conditions, and the Virginia Public Procurement Act (VPPA) § 2.2 4311.2, the Offeror 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 or as otherwise by law. The Offeror shall include in its Proposal the identification number issued to it by the State Corporation Commission (SCC). For more information on how the SCC can expedite a request for an identification number, please contact the SCC at (www.scc.virginia.gov) or the Clerk’s office at 1-804-371-9733.

Please complete the following by checking the appropriate line that applies and providing the requested information:

1. ___ Offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC. The Offeror’s identification number issued by the SCC is _____. *(The SCC number is NOT your federal tax Identification number nor your eVA registration number).*
2. ___ Offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such Offeror’s identification number issued to it by the SCC is _____.
3. ___ Certain limited business activities, however, are specifically excluded from the definition of “transacting business” The Offeror does not have an identification issued to it by the SCC and such Offeror is not required to be authorized to “transact business” in Virginia by the SCC for the following exclusion(s). Exclusion(s) can be found at <https://www.scc.virginia.gov/clk/befaq/forinva.aspx#a2>. Please attach additional sheets to explain in further detail why such Offeror is not required to be authorized to transact business in Virginia. ***Proposals that fail to submit supporting details regarding option 3 above may be considered non-responsive by APS.***

Debarment:

If you answer yes to any of the following, on a separate attachment, state the person or entity against whom the debarment was entered, give the location and date of the debarment, describe the project involved, and explain the circumstances relating to the debarment, including the names, addresses and phone numbers of persons who might be contacted for additional information

1. Is your organization or any officer, director, project manager, procurement manager, chief financial officer, partner or owner currently debarred from doing federal, state or local government work for any reason?
Yes ___ No ___

Request for Proposal - Title Page Four

2. Has your organization or any current officer, director, project manager, procurement manager, chief financial officer, partner or owner ever been debarred from doing federal, state or local government work for any reason?
Yes ___ No ___

Type of Business:

Please check the following information relevant to your firm:

Minority Owned Business:	Yes _____	No _____
Small Business:	Yes _____	No _____
Woman Owned Business:	Yes _____	No _____
Service Disabled Veteran Owned Business:	Yes _____	No _____
Employment Service Organization:	Yes _____	No _____
None of the Above:	Yes _____	

Ethics in Public Contracting/Certification of Non-Disclosure:

Any Contract awarded as a result of this RFP will incorporate by reference Article 9 of the APS Procurement Resolution (Procurement 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 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 person (as defined in Code of Virginia Section 59.1-68.6 et seq.) 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.

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

My signature certifies that the Offeror has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to APS, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to APS, pertaining to any and all Work to be performed as a result of this RFP and any resulting Contract with APS.

Multiple ELA Requirements:

Establishing a Contract for English Language Arts (ELA) Resources for Grades 6-12 is one of two ELA requirements being solicited simultaneously. The other requirement being solicited is for English Language Arts (ELA) Resources for Grades K-5 under RFP 21FY22. For each ELA requirement on which a Contract is awarded, that ELA requirement will have a separate Contract. Offerors may submit a separate Proposal on one, or both, of the ELA requirements, and the Proposal for each ELA requirement will be considered independently.

Request for Proposal - Title Page Five

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: _____

Date: _____

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

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

Include Pages 1 - 5 of this RFP as the first 5 Pages of the Proposal Response Under Tab 1

Table of Contents

Request for Proposal Title Pages1-5

Table of Contents 6

I. Special Provisions 8

 A. Background..... 8

 B. General Information 8

 C. Scope of Work 9

 D. Tasks to be Performed 9

 E. Technical Proposal Instructions..... 9

 F. Consultation Services 11

 G. Cost Proposal Instructions 11

 H. Samples..... 11

 I. Date Resources are to be Made Available 12

II. Instructions to Offerors 13

 A. Information Requests..... 13

 B. Tentative Schedule for RFP #36FY22 13

 C. Additional Information 13

III. Proposal Requirements..... 18

 A. General Requirements 18

 B. Unnecessarily Elaborate Responses 18

 C. Use of Information and Documents..... 19

 D. Submission of Trade Secrets or Proprietary Information 19

 E. Format and Content 19

IV. Proposal Evaluation Process, Method of Contract Award and Proposal Evaluation Criteria 22

 A. Proposal Evaluation Process and Method of Contract Award..... 22

 B. Proposal Evaluation Criteria..... 23

V. Contract Terms and Conditions 25

VI. Appendix A. Contractor Certification Regarding Criminal Conviction 43

VII.	Appendix B. Conflict of Interest Statement	44
VIII.	Appendix C. Non-Disclosure and Data Security Agreement.....	45
IX.	Appendix D. Insurance Checklist	47
X.	Appendix E. Sample Form Agreement	49
XI.	Appendix F. Pricing Schedule.....	53
XII.	Appendix G. Technical Requirements Parts I and II	54
XIII.	Appendix H. Student Data Usage and Privacy Agreement.....	75
XIV.	Appendix I. Publisher Certification and Agreement	78
XV.	Appendix J. Author(s)/Editors and Content Review Expert Informationl	82
XVI.	Appendix K. Sample Purchase Order	84
XVII.	Appendix L. Screenshots of Steps Required to Submit a Proposal.....	85

I. Special Provisions

A. Background

1. APS consists of twenty-six (26) elementary schools, 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. Arlington’s student body is diverse; 46% White, 27% Hispanic; 9% Black/African American and 9% Asian. APS has the following Departments responsible for overseeing its operations Facilities and Operations, Safety, Security, Risk and Emergency Management, Finance and Management Services, Human Resources, Information Services, the Office of Academics, School Support, Planning and Evaluation, Diversity, Equity and Inclusion, and School & Community Relations. APS employs more than four thousand, two hundred (4,200) employees and serves approximately twenty-seven thousand (27,000) Pre-K to 12 students. Additional information about APS can be found at www.apsva.us.
2. APS is constantly reviewing student progress with assessment data and curriculum resources in order to enable teachers to provide rigorous instruction for all students. As we seek to align our reading instruction to the science of reading, we are aware that additional resources are needed to enhance our vocabulary, reading comprehension and writing teaching and learning. This is further supported by APS’ downward trend for 5 years that has shown limited and declining growth in literacy for APS Students. Over time, reading screeners such as Reading Inventory (RI) demonstrated limited growth in students meeting reading benchmarks. In addition, Standards of Learning (SOL) assessments demonstrated long-term declining trends in pass rates for opportunity gap students when compared to their APS peers.

B. General Information:

1. APS is soliciting Proposals from qualified Offerors to establish a possible seven (7) year term Contract with a minimum of one (1) one qualified Offeror (“Contractor”) for English Language Arts (ELA) Resources for Grades 6-12.
2. The Code of Virginia, Section 22.1-238, defines “textbooks” as “print or electronic media for student use that serve as the primary curriculum basis for grade-level subject or course”. Throughout this RFP “textbooks” is hereinafter referred to as either “textbooks” and/or “Resources.”
3. **The digital Resources must be received by June 17, 2022 and the print resources must be received by July 22, 2022. The initial training must be completed by no later than August 25, 2022**
4. The estimated number of students currently in each grade-level:

Grade-Level	Number of Students
Sixth	1,955
Seventh	1,969
Eighth	2,006
Nineth	2,100
Tenth	1,912
Eleventh	2,064
Twelfth	2,088

Total	11,994
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C. Scope of Work

1. The purpose of this RFP is to solicit Proposals to establish a possible seven (7) year term Contract with a minimum of one (1) qualified Offeror (“Contractor”) for English Language Arts (ELA) Resources for Grades 6-12 Functional Requirements (refer to Appendix G) are the specifics of what APS is looking for to satisfy the curricular needs for ELA. Additionally, all Resources must be compatible with our current technological infrastructure. All Mandatory Requirements will need examples from Offeror in the Proposal. The Offeror will designate the Functional Requirements that they provide in the Proposal. A detailed table for each section is included in Appendix G.

- Section a. Literacy Instructional Resources
- Section b. Intervention Instructional Resources
- Section c. Assessments
- Section d. Writing Instructional Resources
- Section e. Professional Learning

2. The Virginia Board of Education Standards of Learning (SOL) Documents for English can be found at the link below.

http://www.doe.virginia.gov/testing/sol/standards_docs/english/index.shtml

3. Should the Contractor be the publisher, the Contractor agrees to prepare and submit a NIMAS fileset to the NIMAC that complies with the terms and procedures set forth by the NIMAC. Should the Contractor be a distributor of the materials and not the publisher, the Contractor agrees to immediately notify the publisher of its obligation to submit NIMAS file sets of the Resources to the NIMAC. The files will be used for the production of alternate formats as permitted under the law for students with print disabilities.

D. Tasks to be Performed:

1. Qualified Offerors are encouraged to submit a Proposal for English Language Arts (ELA) Resources for Grades 6-12 and supporting materials that are consistent with the Commonwealth of Virginia Board of Education.(Ref: http://www.doe.virginia.gov/testing/sol/standards_docs/english/index.shtml)
2. Offerors shall provide customer support for APS students, teachers and staff using contracted materials and related materials or services. Offerors shall remain in compliance with the required functionality criteria described in **Part II of Appendix G Technical Requirements** at the time of Contract award and throughout the duration of the Contract Term.
3. At the time of Contract award, the Contractor shall provide APS with online accounts allowing for designated APS employees to access the contracted Resources for review and planning purposes. Terms and conditions of access to pre-contracted Resources will be established during the negotiation phase of the RFP process.

E. Technical Proposal Instructions:

1. The Offeror must submit the following information in the Technical Proposal in Tab 2. This information will be considered the minimum content of the Proposal. Proposal content shall be arranged in the same order and identified with headings as presented herein:
 - a. Name of Offeror submitting Proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers.

- b. Understanding of the problem and technical approach.
 1. Statement and discussion of the requirements as they are analyzed by the Offeror.
 2. Offeror's proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving project objectives of having the Resources, print,, etc., received by July 22, 2022, digital by June 17, 2022, and the initial training completed, by no later August 25, 2022
 3. Offeror should identify any difficulties it anticipates of having the Resources, digital by June 17, 2022, and print, etc., received by July 22, 2022, and the initial training completed by August 25, 2022, and a plan for surmounting them. Special attention should be given to methodological issues that may/will be encountered during this project.

2. Treatment of the Issues:

In this section, the Offeror may also comment, if deemed appropriate, on any aspect of the RFP, including suggestions on possible alternative approaches to the coverage, definition, development, and organization of the issues presented in the “Tasks to be Performed” section, and may propose alternative approaches.

3. Statement of Qualifications:

The Statement of Qualifications must include a description of organizational and staff experience, and resumes of proposed staff.

- a. Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this RFP. Information about experience should include direct experience with the Resources, and/or the Offeror’s experience with other Resources. subject matter.
- b. References: Offeror should include two (2) references where the Offeror successfully provided Resources. The Resources do not have to be similar to those in the RFP. Special notation should be made of K-12 school districts of similar size to APS. References must include organization names, addresses, names of contact persons, telephone numbers and email addresses.
- c. Personnel: Full-time and part-time staff and proposed consultants who may be assigned direct work on this project should be identified. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and the approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources should be identified.
- d. Resumes of staff and proposed consultants are required which indicate education, background, recent relevant experience with the subject matter of the project and with K- 12 school districts of similar size to APS.
- e. Escalation Personnel: A team of people to whom APS can escalate issues must be identified and a plan for identifying and resolving ongoing and significant concerns should be detailed. The Offeror’s corporate policy for escalation of issues should be included in this section.
- f. Financial Statements: The Offeror shall provide an income statement and balance sheet from the most recent reporting period.

The personnel named in the technical proposal will remain assigned to the project throughout the Contract Term. No diversion or replacement may be made without prior submission of a resume of the proposed

replacement with final approval being granted by the APS Procurement Agent in advance of any diversion or replacement happening.

4. Should the Contractor be the publisher, the Contractor agrees to prepare and submit a NIMAS file set to the NIMAC that complies with the terms and procedures set forth by the NIMAC. Should the Contractor be a distributor of the Resources and not the publisher, the Contractor agrees to immediately notify the publisher of its obligation to submit NIMAS file sets of the Resources to the NIMAC. The files will be used for the production of alternate formats as permitted under the law for students with print disabilities.
5. Ancillary resources to support teacher and student use of the submitted instructional materials should be submitted as part of the Technical Proposal and should be clearly labeled. All ancillary resources to be reviewed should be submitted as part of the original Proposal submission in order to be considered at any point during the evaluation process. Ancillary resources received after the RFP Due Date and Time will not be considered until the Negotiations Stage of the RFP process. The SAC evaluation criteria of these resources is included in Paragraph B. of Section V.
6. Examples of ancillary resources include, but are not limited to, print or electronic documents or applications that assist a teacher with student assessment, lesson planning, student enrichment, remediation, or professional development. Offerors should not feel bound by this list and are encouraged to present any and all Resources that are available for student and teacher support from the proposed Resources.

F. Consultation Services:

1. The Offeror is to confirm that if awarded the Contract, its staff shall be available for consultation with APS staff on an as-needed basis between 8:00 AM and 5:00 PM, Eastern Time, Monday through Friday.

G. Cost Proposal Instructions:

1. The Offeror must submit a Cost Proposal in Tab 3. The Cost Proposal should contain **Appendix F Pricing Schedule** which identifies the Contract price for each line item listed.
2. The medium for each line item (print, digital, disc or multiple) should be identified.
3. Resources which will be offered gratis based on volume or otherwise should be identified and the details of the discount included.
4. APS requests the Offeror provides a seven (7) year subscription length in its Cost Proposal.
5. Any other costs that may arise during the Contract Term should also be identified in the Cost Proposal.
6. If a line item may be offered gratis, indicate that in the "Gratis" column and provide details elsewhere describing terms of discount

H. Samples:

1. During the evaluation process, Offerors who are selected to attend the Shortlist Interviews will be asked to submit at no cost to APS print versions of the Proposed Resource to the attention of the APS Project Manager, unless any of these formats are unavailable for a proposed Resource. Offerors are required to use a method of shipping which guarantees receipt of the samples by the APS Project Manager within five (5) business days of the Offeror receiving the request to submit its samples. Additional copies of the items below may be requested throughout the evaluation process and all samples shall be provided at no cost to APS and received by the APS Project Manager within five (5) business days of the Offeror receiving the request to submit the additional copies.
 - a. The print version of the proposed Resource
 - b. The offline version of the proposed Resource in electronic format (CD, USB flash drive, etc.)

- c. Login information allowing users to access the online student and teacher components related to the proposed Resource. Logins may be requested which have administrative privileges. Logins may also be requested which are equivalent to a student account or a teacher account.
- d. A full set of electronic ancillary resources for each proposed Resource which cannot be accessed using the log in information requested in H.1.c

I. Date Resources are to be Made Available:

The Resources, digital must be received by June 17, 2022 and print, etc., must be received by July 22, 2022, and the initial training must be completed by no later than August 25, 2022.

II. Instructions to Offerors

A. Information Requests

All questions relating to this RFP shall be submitted in writing to Kimberly Young, Senior Procurement Office at kimberly.young@apsva.us and Sarah Cruz, sarah.cruz@apsva.us. For a question to be considered, the subject line of the email must state the following: "RFP #36FY22 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 Kimberly Young.

B. Tentative Schedule for RFP #21Y22

RFP Issuance	February 07, 2022
Pre-Proposal Conference	February 10, 2022
Question Deadline	February 15, 2022, by 5:00 PM, EST
Information Item/Addendum 1 Issuance	Week of February 21, 2022
Proposal Due Date	February 28, 2022, No Later Than 11:59 PM, EST
Shortlist Interviews	Week Commencing March 28, 2022
Negotiations Stage	Week Commencing April 1, 2022
Contract Award	Anticipated Award Date May 27, 2022
Receipt of Print Resources	No Later than July 22, 2022
Receipt of Digital Resources	No Later than June 17, 2022
Initial Training Completed	No Later than August 25, 2022

Questions may not be considered if they are received after February 15, 2022, by 5:00 P.M., EST. Any questions related to the answers provided in Addendum #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 Procurement Agent.

C. Additional Information

1. Debarment Status

The Offeror shall indicate, in the spaces provided on Title Pages 3 and 4, whether or not it, or any of its principals, is/are currently debarred from submitting bids or proposals to APS, 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.

2. 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.

3. 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.

4. 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 Procurement 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 Procurement 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 APS.

Failure to acknowledge all Addenda issued during the solicitation process on the Request for Proposal Title Page 3, or by including a signed copy of all Addenda with the Proposal, is considered an incomplete Proposal document.

5. 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 APS 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.

6. 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 Procurement 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.

7. 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.

8. Authority to Transact Business

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. APS 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.

9. 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 APS may be proposed by the Offeror and considered by the APS. Written requests for consideration of alternate coverage must be received by the Procurement Agent at least ten (10) calendar days prior to the date set for receipt of Proposals. If APS denies the request for alternate coverage, the coverage required by the Insurance Requirements or Checklist section must be provided. If APS 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.

10. Interest in More Than One Proposal, and Collusion

If more than one Proposal is received in response to this RFP from an individual, firm, partnership, corporation, affiliate, or association under the same or different names, all Proposals 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.

11. Proposal Withdrawal

No Proposal may be withdrawn after it is filed unless the Offeror makes a request in writing to the Procurement Agent prior to the time and date set for the receipt of Proposals or unless APS 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.

12. Parking

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

13. Contract Award is in the Best Interest

APS 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 APS may require in order to obtain the firms that best meet the needs of APS, as expressed in this RFP. Selection of a Proposal does not mean that all aspects of the Proposal are acceptable to APS. APS reserves the right to negotiate the modification of terms and conditions with the Offeror offering the best value to APS in conjunction with the evaluation criteria contained herein prior to the execution of a Contract, to ensure a satisfactory Contract.

14. Notice of Intent to Award

APS 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).

15. Replacement or Augmentation of Key Personnel and Subcontractors

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 APS. A request to replace or substitute any key personnel or subcontractor must be submitted to and approved by APS prior to substitution or augmentation.

16. Contractor Certification Regarding Criminal Convictions

All Contracts with APS, where the Contractor or its employees, or its Subcontractors or their employees, will have direct contact with students on school property during regular school hours, or during school-sponsored activities, shall require the Contractor to certify that neither it nor any of its employees nor any of its Subcontractors' nor any of its Subcontractors' employees, who will have direct contact with students, have been:

- (1) convicted of a felony or of a sexually violent offense as defined in Va. Code Ann. § 9.1-902 as mandated by Va. Code Ann. § 18.2-370.5,
- (2) convicted of an offense occurring on or after July 1, 2006, where the offender was more than three years older than the victim involving:
 - (a) the rape of a child under age 13 pursuant to Va. Code Ann. § 18.2-61.A(iii),

- (b) forcible sodomy of a child less than 13 years of age pursuant to Va. Code Ann. § 18.2-67.1.A.1,
- (c) object sexual penetration of a child under 13 years of age pursuant to Va. Code Ann. § 18.2-67.2.A.1, or
- (d) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof.

This requirement is applicable without exception for a person convicted of a felony or of a sexually violent offense as defined in Va. Code Ann. § 9.1-902, but for all other offenses set forth above this requirement does not apply unless the qualifying offense was done in the commission of, or as a part of the same course of conduct of, or as part of a common scheme or plan as a violation of:

- (a) abduction or kidnaping in violation of Va. Code Ann. § 18.2-47.A,
- (b) abduction with intent to extort money or for immoral purpose in violation of Va. Code Ann. § 18.2-48,
- (c) burglary in violation of Va. Code Ann. § 18.2-89,
- (d) entering a dwelling house with intent to commit murder, rape, robbery or arson in violation of Va. Code Ann. § 18.2-90,
- (e) aggravated malicious wounding in violation of Va. Code Ann. § 18.2-51.2, or
- (f) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof.

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

17. 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.

18. Contractor Prohibited in Assisting Person for New Job if Engaged in Misconduct With Minor

As a condition of 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.

19. 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.

20. Number of Contracts to be Awarded:

APS intends to award Contracts to a minimum of one (1) successful Offeror (Contractor) to perform the Work.

21. Vaccine Requirement

Due to the ongoing COVID-19 pandemic, APS has taken various steps to protect the welfare, health, safety and comfort of its employees and students. As part of these steps, APS has implemented various requirements with respect to health and safety including policies with respect to social distancing the use of face-coverings, and vaccine requirements. To protect APS' employees and students, all employees and subcontractors of the Contractor who are assigned to this Contract, must be fully vaccinated against COVID-19. Any Contractor employee or subcontractor who is not fully vaccinated, must follow a weekly testing protocol as established by the Contractor unless exempt pursuant to a valid reasonable accommodation under state or federal law. By submitting a Proposal, the Offeror certifies that it will comply with this provision and will ensure that its subcontractor, if any, do so as well.

III. Proposal Requirements

A. General Requirements

One (1) electronic copy of the Proposal with a completed Fee Schedule. 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.

Offerors are responsible for having their Proposal received in the Platform prior to the Proposal Due Date. Failure to comply with this or other requirements of this RFP may be grounds for APS to reject such Proposals.

Proposals must be submitted electronically through the Platform. The Platform can be accessed through the link found on the Current Solicitations webpage under the Procurement Office website. Found under the Due Date column for RFP 36FY22 of the Current Solicitations table is a link for Offerors to submit its Proposal. ("Link to submit Proposal – RFP 36FY22"). Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit Proposals.

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 by the Offeror 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 in the Proposal, 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 Agreement 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 Offeror's lack of cost consciousness. Elaborate or expensive artwork, 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 Trade Secrets or 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 4 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 Work and in the Criteria for Proposal Evaluation. Failure to do so will result in a lowered evaluation. Incomplete Proposals may be determined nonresponsive.

Offerors should organize their Proposals using the following tabular format:

Tab 1: Administrative

1. A fully executed Request for Proposals Title Pages 1 - 5 of this RFP should be included as the first five pages of your Proposal. The name stated on the Title Sheet on, page 5 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:
2. The Contactor Certification Regarding Criminal Convictions at Appendix A
3. The Conflict of Interest Statement at Appendix B
4. The Non-Disclosure and Security Agreement at Appendix C
5. The Insurance Checklist at Appendix D

Tab 2: Technical Proposal

1. The following items shall be submitted in Tab 2:
 - a. Response to the **Special Provisions Sections E.1-E.3, Technical Proposal Instructions**
 - b. Response to **Part II of Appendix G, Technical Requirements.**

1. Any Resources with a digital or online component must meet or exceed the functionality criteria designated as “Required” in **Part II of Appendix G Technical Requirements**. As part of the Technical Proposal, the Offeror must provide an explanation of how the online resource meets or exceeds each criterion as indicated on **Part II of Appendix G Technical Requirements**. If an Offeror fails to respond to each criterion, the proposal may be deemed non-responsive in whole or in part and may be disqualified from further consideration.
- c. Response to **Appendix I Publisher Certification and Agreement** including signed Publisher’s Agreement
- d. As part of the Technical Proposal, the following items shall be completed:
 1. Response to **Part I of Appendix G Technical Requirements**
 2. Response to **Appendix J Author(s)/Editor(s) and Content Review Expert Information**
 3. **Log in and password information** allowing the SAC to access to the proposed digital and online resources related to the Resources for review and evaluation purposes. Log in information with administrative privileges should be included if possible.
 4. One electronic copy of the **print version of the student-facing material**, unless a print version is not available. Failure to provide a print copy of the material by the closing date of this RFP will not render the Proposal non-responsive; however, it is preferred that the print copy is submitted with the Proposal.

Tab 3: Cost Proposal

1. Fee shall include all services required under the Scope of Work (Ref: Special Provisions, Section I,)
2. A completed **Appendix F Pricing Schedule** which lists the proposed Resources and all related student and teacher materials (Ref: **Special Provisions, Section G Cost Proposal Instructions**).
3. Provide prices for a seven (7) year online subscription option.
4. If a line item may be offered gratis, indicate that in the "Gratis" column and providedetails elsewhere describing terms of discount.
 - a. Please refer to Contract Term and Condition 8, Reimbursable Expenses. The hourly rates shall be fully loaded and considered binding for the duration of the Initial Contract Term. Travel expenses shall not be reimbursed unless travel is outside the states of Virginia, Maryland and the District of Columbia. In these circumstances, travel expenses will be reimbursed in accordance with the GSA Per Diem Rates for Arlington County, Virginia.
 - b. The reimbursement of travel expenses as described above shall also apply to all Sub-contractors and consultants used by the Contractors under the Contracts.

Tab 4: Trade Secrets or Proprietary Information

1. 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.

2. The Offeror shall provide their most recently filed income statement and balance sheet form the most recent annual reporting period. 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.

NOTE: 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.

Tab 5: Exceptions Taken to Any Provision of the Contract Documents

- Offerors are to provide any exceptions to any provision of the Contract Documents in accordance with Section V. A.

IV. 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 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. The SAC may seek clarification of any aspect of the Proposal from an Offeror during the Initial Evaluation Stage.

The Offeror shall state any exceptions to any provision of the Contract Documents in writing in its Proposal as a part of Tab 5, identifying with specificity the provision to which exception is taken, the exception, the rationale for the exception, and the proposed alternative provision. The SAC may, but is not required to, negotiate as it deems necessary any exceptions so submitted, but no negotiations shall occur prior to the Negotiations Stage as defined below. An Offeror shall be deemed to have waived all objections to, and accepted, all provisions of the Contract Documents to which no exception is included in its submitted Proposal and in such event no exceptions shall be considered during the Negotiation Phase. Provided, however, if APS makes a material change to the RFP after the Proposal Due Date which if it had been made prior to the Proposal Due Date would have resulted in the Offeror including an exception in its submitted Proposal, the Offeror may within five (5) days following issuance by APS of the material change submit in writing any exception to the material change. Any exception to the material change not submitted to APS in writing within such five (5) day period shall be deemed to have been waived and shall not be considered further during the Negotiation Stage or otherwise. Any industry standard documents the Offeror requests to have included in any resulting Contract shall be included in the Offeror's submitted Proposal. Any documents the Offeror asserts is an industry standard documents not provided by the Offeror in its submitted Proposal shall not be considered during the Negotiation Stage or otherwise and shall not be a part of any Contract awarded.

1. After the SAC has completed its Initial Evaluations of the responsive Proposals received by the Procurement Office, when applicable, it will select Offerors to participate in Shortlist Interviews to provide information that will clarify Offerors' Proposals.

2. Upon completion of the Shortlist Interviews, but before making any decisions regarding which Offerors to consider further, the SAC may seek from any Offeror which participated in the Shortlist Interviews clarification of any aspect of the Proposal or of issues which arose during the Shortlist Interview. Selection shall be made of two (2) or more Offerors deemed to be fully qualified and best suited among those submitting Proposals, on the basis of the evaluation criteria stated in the RFP.

3. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. During the Negotiation Stage, individual members of the SAC may engage in discussions with any Offeror to gather information to assist the SAC in making its final determination regarding award of the Contract. Such individual information and discussions shall be shared with the entirety of the SAC.

4. After negotiations have been conducted with each Offeror so selected, APS shall select the Offeror which, in its opinion, has made the best Proposal and provides the best value, 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.

5. 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:

	<u>Initial Evaluation Criteria</u>	<u>Weight</u>
1	Offeror’s ability to meet and/or exceed the Functional Requirements.	45
2	Offeror’s alignment to VDOE Standards of Learning.	10
3	Quality of Offeror’s Information Technology Service Management	10
4	Offeror’s methodology and approach for delivery of professional learning by August 25, 2022.	15
5	Fees.	20
	Total	100

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:

Shortlist Interviews Evaluation Criteria:

	<u>Shortlist -Interview Evaluation Criteria</u>	<u>Weight</u>
1	Quality and content of the curriculum Resources being proposed	30%

2	Thoroughness of presentation / demonstration in addressing the points of clarification identified by APS.	10%
3	Quality of Offeror's Information Technology Service Management	10%
4	Ability to provide the proposed professional learning as it aligns to APS school and division needs by August 25, 2022.	15%
5	Fees.	20%
6	Evaluation of the Technical Advisory Committee on the preceding one through four Evaluation Criteria.	15%
	Total	100%

References will only be checked for Offerors selected for Shortlist Interviews. Information supplied by references on capabilities and past performance of an Offeror will be used in the scoring the Shortlist Interviews Evaluation Criteria

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. Only scores resulting from the Negotiation Stage Evaluation Criteria will determine the ranking of Proposals whereby APS will determine to which Offeror to award the Contract.

During the Negotiations Stage, an Offeror's flexibility and cooperativeness will be evaluated, and an Offeror's participation during this Stage will be assigned a value up to 20% of the total score that it can receive in this final Stage. Those Offerors who do not submit any exceptions to either the Contract requirements and/or its terms and conditions will inherently be assigned the maximum value of 20% for the Negotiations Evaluation Criteria of flexibility and cooperativeness.

	<u>Negotiations Evaluation Criteria</u>	<u>Weight</u>
1	The ability of the Offeror to deliver the curriculum Resources to the schools and district office by July 22, 2022.	30%
2	The Offeror's methodology to successfully deliver the Professional Learning according to timeframe(s) preferred by APS to include initial training completed by August 25, 2022, and ongoing support through first year of implementation.	25%
3	Flexibility and cooperativeness in negotiating Contract requirements, terms and conditions.	20%
4	Fees.	20%
5	Evaluation of the Technical Advisory Committee on the preceding one through three Evaluation Criteria.	5%
	Total	100%

V. 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 Procurement Resolution are Indicated by Aa Asterisk (“*”). The final agreement is subject to review by the APS Attorney prior to being submitted to the successful Offeror for signature.

1. 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.

2. 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 Contract. 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.

3. 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.

4. 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.

5. 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.

6. 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 subSection 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.

7. 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 Contract 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 Contract has been executed by both parties.

8. 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.

9. 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.

10. 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.

11. Non-Appropriation*

All funds for payments by APS under this Contract are subject to the availability of an annual appropriation for this purpose by Arlington County School Board (School Board). In the event of non-appropriation of funds by the 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.

12. 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 Procurement Agent. Contractors providing goods or services without a signed APS Purchase Order do so at their own risk and expense.

13. 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.

14. 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.

15. 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.

16. 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 subsections in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontract or Offeror.
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 Procurement 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 Contractor 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 Procurement Agent in whole or in part whenever the Procurement 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 Contract. 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 subSection are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract 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 subSection. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" subSection.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Contract 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 subSection as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.

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

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 Contractor 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. HIPAA Compliance

The Contractor shall comply with all applicable legislative and regulatory requirements of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). 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 HIPAA 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.

- (a) 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-incident 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.
- (b) 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.
- (c) 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.

- (d) 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.
- (e) 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.
- (f) 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 Contract and shall certify completion of this task, in writing, to APS Project Officer.
- (g) 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.
- (h) 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 Procurement 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 APS 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. The period hereinabove specified for the completion of his Work shall be extended by such time as shall be fixed by the Owner.

No such extension of time shall be deemed a waiver by the Owner of its right to terminate the Contract for abandonment or delay by the Contractor as herein provided or to relieve the Contractor from full responsibility for performance of his obligations hereunder.

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:

- 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.

39. 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.

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 Procurement Resolution and Policies*

Notwithstanding any provision to the contrary herein, no provision of the Procurement Resolution or any applicable APS policy is waived in whole or in part.

42. Dispute Resolution*

All disputes arising under this Contract, 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 Procurement 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 Procurement Resolution, is thirty (30) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Procurement Resolution, incorporated herein by reference. A copy of the Procurement Resolution is available upon request from the Office of the Procurement 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, subsections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph, subsection, 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, subsections, 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 Contract which specifically state that the term, paragraph or subsection 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 Contract . Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

52. Non-Discrimination Notice*

APS does not discriminate against faith-based organizations.

53. Insurance Requirements

A. Overview

During the term of this Contract, the Contractor and all of their Subcontractors shall procure and maintain the **types of insurance that are referenced in section D below**. All insurance policies shall be with insurance companies that meet the following criteria:

1. Are authorized to do business under the laws of the Commonwealth of Virginia and acceptable to the APS, in its sole discretion.
2. Are rated with an AM Best rating of A- or better. APS reserves the right to require the Contractor and/or its Subcontractors to change their insurance to an insurance company that has the minimum required AM Best rating. This right can be exercised at any time the insurance requirements set forth in the Contract Documents remain applicable. If the AM Best rating of the insurance company changes to a rating under A- during the Contract Term, the Contractor and/or its Subcontractors will notify APS in writing immediately upon discovery and change the insurance immediately to an insurance company that meets or exceeds the AM Best rating of A-.
3. If APS suffers damages under the Contract and makes a claim on the named insurance company by APS, and the claim is not paid in full by the insurance company, Contractor acknowledges that it shall remain wholly liable for the full amount of the claim regardless of the solvency of the insurance company or the insurance company's willingness to pay the claim in full.
4. The Contractor and/or its Subcontractors must disclose in the Certificate of Insurance the amount of any deductible or self-insurance component applicable to all required insurance policies herein, if any. APS has the right to request additional information to determine if the Contractor and/or its Subcontractors have the financial capacity to meet their obligations under a deductible or self – insurance program. If, in its discretion, APS is not satisfied as to the Contractor and/or its Subcontractors financial capacity to meet its obligations under a proposed deductible or self –

insurance program, the Contractor and/or its Subcontractors shall re-submit revised acceptable insurance coverage at the sole discretion of APS and with no obligation to do so agree to alternative approaches proposed by the Contractor and/or its Subcontractors to ensure protection for APS.

B. Certificates of Insurance & Additional Insured Status:

1. Contractor

The Contractor is required to provide a Certificate of Insurance that names Arlington County School Board, including elected and appointed officials, agents, and employees as additional insureds by endorsement for all insurance policies except Workers Compensation, Professional Liability, and Cyber Liability coverage.

2. Subcontractors

- All Subcontractors will provide the Contractor with Certificates of Insurance for the policies that are required under this contract. All Certificates of Insurance should by endorsement name Arlington County School Board, including elected and appointed officials, agents, and employees as additional insureds for all contracts of insurance except Workers Compensation & Professional Liability.
- All Subcontractors shall provide the Contractor with a certificate of insurance that will serve as proof of insurance for their Cyber Liability coverage, but APS will not need to be added as an additional insured.
- The Contractor will maintain all certificates of insurance for their subcontractors.
- The Contractor will provide APS with its Subcontractors certificates of insurance at any time upon request.

C. Termination & Or Augmentation of Insurance Policies:

1. All required insurance policies must be endorsed through a Certificate of Insurance to provide that the insurance company shall give **forty-five (45) days written notice** to the Owner if the policies are to be terminated or if any changes are made during the life of the Contract which will affect in any way the insurance requirements set forth herein. Before commencing Work, the Contractor shall provide APS with a Certificate of Insurance referencing each policy which it and each of its Subcontractors shall carry in accordance herewith, together with receipted bills evidencing proof of premium payment. The Contractor and or their Subcontractors terminating or augmenting any insurance policy without giving APS forty-five (45) days' notice will be in direct violation of the terms and conditions of the Contract.
2. If insurance coverage is allowed to lapse and a loss occurs, the Contractors and or their Subcontractors will still be required to indemnify and hold APS harmless for all losses sustained. Regardless of whether insurance is present or not.

D. Insurance Required by The Contract:

Casualty Insurance:

1. Commercial General Liability occurrence-based insurance:

Commercial General Liability occurrence-based insurance shall be in place until APS confirms the Contract has expired. Such insurance shall cover claims for bodily injury, property damage and

personal injury arising out of operations under the Contract, whether such actions are performed by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them. For work that specifically deals with purchase, construction and or maintenance of physical property the insurance coverage for contractors and subcontractors shall also include coverage for explosions, collapse, underground utilities and completed products and operations. Coverage afforded under this policy shall be primary to all other insurance with respect to Arlington County School Board including its elected and appointed officials, agents, and employees.

Type of Insurance	Limit Per Occurrence	Aggregate Limit
Commercial General Liability	\$2,000,000	\$4,000,000

2. Subcontractor’s Commercial General Liability Insurance:

The Contractor shall require each of its Subcontractors to procure and maintain during the life of its subcontract, subcontractor’s Commercial General Liability Insurance in amounts satisfactory to the contract.

Type of Insurance	Limit Per Occurrence	Aggregate Limit
Subcontractors Commercial General Liability	\$2,000,000	\$4,000,000

3. Worker's Compensation and Employer's Liability Insurance:

Worker’s Compensation and Employer’s Liability Insurance is mandatory for the Contractor's employees engaged in the Work under this Contract, in accordance with the laws of the Commonwealth of Virginia. The Contractor shall require each of its Subcontractors to provide Worker's Compensation and Employer's Liability Insurance for all the Subcontractor’s employees engaged on such subcontracts. If any class of employees engaged in work under the Contract is not protected under the Worker's Compensation laws in Virginia, the Contractor shall provide similar protection for these employees in amounts not less than the legal requirements.

Type of Insurance	Limit Per Occurrence	Aggregate Limit
Worker’s Compensation	Statutory Limit	Statutory Limit
Employer’s Liability	\$100,000	\$100,000

4. Commercial Automobile Liability Insurance:

Commercial Automobile Liability insurance, including coverage for owned, non-owned and hired vehicles shall be in place for the Contractor and all of its Subcontractors.

Type of Insurance	Limit Per Occurrence	Aggregate Limit
Commercial Automobile Liability	\$1,000,000	\$2,000,000

5. Cyber Liability Insurance:

A standalone Cyber Liability insurance shall be in place for Contractor and all of its subcontractors. Coverage to include: Economic Loss arising out of Contractor’s capacity for which it is being hired, and Coverage resulting from the ability of a third-party to gain access to APS’ computer system, Contractor’s failure to prevent unauthorized access (e.g., breach) to or use of an Contractor’s

computer system, and unauthorized access (e.g., breach) or use of confidential information (e.g., Personally Identifiable Information (PII) and Protected Health Information (PHI)). Coverage shall include but not be limited to:

1. Data Breach & Incident Response
2. Network Security, Privacy and Data Breach Liability
3. Regulatory Liability
4. PCI Fines & Assessments
5. Data Restoration
6. Cyber Extortion Including Ransomware
7. Media Liability
8. Social Engineering & Fraud Event
9. Forensics

Type of Insurance	Limit Per Occurrence	Aggregate Limit
Cyber Liability	\$3,000,000	\$6,000,000

E. Receipt of Certificates of Insurance:

Proof of satisfaction, of insurance for each type of coverage listed herein shall be provided to APS **within ten (10) days** of the Contractor's receipt of the Notice to Proceed and no work, shall proceed unless all such insurance is in effect. The Contractor shall not allow any Subcontractor to commence work on its subcontract until all insurance required of the Subcontractor has been obtained and approved by the Contractor and found to be in accordance with the requirements set forth herein.

F. Use of Excess / Umbrella Liability Insurance:

The use of Excess / Umbrella Liability insurance is permitted. If Excess / Umbrella insurance is used the policy must be endorsed to show that the lines that the policy is bolstering are covered under the policy. All Excess / Umbrella Liability insurance coverage is subject to review by APS' Risk Manager and its use can be denied based on that review.

G. Consideration of Claims Made Insurance Coverage:

APS will consider claims made insurance coverage on a case-by-case basis **APS reserves the right to accept or deny the use of Claims Made Insurance coverage at any time.**

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Consultant must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

1. Agree to provide certificates of insurance evidencing the above coverages for a period of two (2) years after final payment for the Contract for General Liability policies five (5) years for Professional Liability & Cyber policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Consultant's work under this Contract.

or

2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

If claims made insurance is utilized by the Contractor and or their Subcontractors and a claim occurs that relates back to the vendor's services. The Contractor and or their Subcontractors will indemnify and hold APS harmless of all losses regardless of whether they have insurance coverage in place or not.

H. Contract Identification:

All certificates of insurance shall state the Contract number and title.

54. 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>.

55. 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.

56. 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.

57. 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.

58. Non-Endorsement Clause for Contracts and Agreements

APS 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 APS Department of Schools and Community Relations.

59. Advertising and Use of Proprietary Marks or Logos

Contractor shall not use the name of 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.

60. Extension of Contract Term

The 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.

61. 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 Appendix H).

63. Contractor Certification Regarding Criminal Convictions*

All Contracts with APS, where the Contractor or its employees, or its Subcontractors or their employees, will have direct contact with students on school property during regular school hours, or during school-sponsored activities, shall require the Contractor to certify that neither it nor any of its employees nor any of its Subcontractors' nor any of its Subcontractors' employees, who will have direct contact with students, have been:

- (1) convicted of a felony or of a sexually violent offense as defined in Va. Code Ann. § 9.1-902 as mandated by Va. Code Ann. § 18.2-370.5,
- (2) convicted of an offense occurring on or after July 1, 2006, where the offender was more than three years older than the victim involving:
 - (a) the rape of a child under age 13 pursuant to Va. Code Ann. § 18.2-61.A(iii),
 - (b) forcible sodomy of a child less than 13 years of age pursuant to Va. Code Ann. § 18.2-67.1.A.1,
 - (c) object sexual penetration of a child under 13 years of age pursuant to Va. Code Ann. § 18.2-67.2.A.1, or
 - (d) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof.

This requirement is applicable without exception for a person convicted of a felony or of a sexually violent offense as defined in Va. Code Ann. § 9.1-902, but for all other offenses set forth above this requirement does not apply unless the qualifying offense was done in the commission of, or as a part of the same course of conduct of, or as part of a common scheme or plan as a violation of:

- (a) abduction or kidnapping in violation of Va. Code Ann. § 18.2-47.A,
- (b) abduction with intent to extort money or for immoral purpose in violation of Va. Code Ann. § 18.2-48,
- (c) burglary in violation of Va. Code Ann. § 18.2-89,
- (d) entering a dwelling house with intent to commit murder, rape, robbery or arson in violation of Va. Code Ann. § 18.2-90,
- (e) aggravated malicious wounding in violation of Va. Code Ann. § 18.2-51.2, or
- (f) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof.

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

64. Cooperative Contract for Use by Other Public Bodies

This Contract has been awarded 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.

65. Contractor Prohibited in Assisting Person for New Job if Engaged in Misconduct With Minor*

As a condition of 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.

66. Vaccine Requirement

All employees and students, all employees and subcontractors of the Contractor who are assigned to this Contract, must be fully vaccinated against COVID-19. Any Contractor employee or subcontractor who is not fully vaccinated, must follow a weekly testing protocol as established by the Contractor unless exempt pursuant to a valid reasonable accommodation under state or federal law. During the Contract Term, the Contractor certifies that it will comply with this provision and will ensure that its subcontractors, if any, will as well.

Issued By: Kimberly Young, CPPB
Senior Procurement Specialist
Procurement Office
Arlington Public Schools
Phone: (703) 228-7643
Email: kimberly.young@apsva.us



VI. Appendix A

Contractor Certification Regarding Criminal Convictions

The completed form from the Contractor is a condition precedent to the award of the Contract.

As the official authorized to enter into this Contract on behalf of my organization, I certify that the Contractor, its employees, its sub-contractor(s) and their employees, who will have direct contact with students either on or off school property either during regular school hours or during school-sponsored activities during the performance of this Contract, has not been convicted of:

1. A felony or of any offense involving the sexual molestation, physical or sexual abuse, or rape of a child;
2. A sexually violent offense as defined in Va. Code Ann. § 9.1-902;
3. Any of the offense listed below occurring on or after July 1, 2006 in which the offender was more than three years older than the victim, when the offense was done in the commission of, or as a part of the same course of conduct of, or as part of a common scheme or plan to commit, (i) abduction or kidnaping in violation of Va. Code Ann. § 18.2-47 or § 18.2-48, (ii) burglary in violation of Va. Code Ann. § 18.2-89, (iii) entering a dwelling house with intent to commit crimes in violation of Va. Code Ann. § 18.2-90 or Va. Code Ann. § 18.2-91, or (iv) aggravated malicious wounding in violation of Va. Code Ann. § 18.2-51.2., or (v) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof:
 - a. Rape of a child under 13 in violation of Va. Code Ann. § 18.2-61;
 - b. Forcible sodomy with a child under 13 in violation of Va. Code Ann. § 18.2-67.1; or
 - c. Object sexual penetration with a child under 13 in violation of Va. Code Ann. § 18.2-67.2; or
4. A conviction for a crime of moral turpitude.

I understand that a materially false statement regarding this certification is a Class 1 misdemeanor and that conviction of such misdemeanor shall result in the revocation of this Contract and of any related license that I may hold. I declare under penalty of perjury that the foregoing statements are true and correct.

This form must be completed by an authorized official for any organization contracting to provide services under a contract with the Arlington Public Schools or any of its schools or departments, or any subcontractor under such contractor.

Name of Offeror	Signature
	Name and Title (please type or print)
Address of Offeror	
Telephone	Date

VII. Appendix B

Conflict of Interest Statement

I, whose name is subscribed below, a duly authorized representative and agent of the entity submitting this Proposal to APS in response to its Request for Proposal #36FY22, and on behalf of the Offeror:

Certify that neither the Offeror nor any affiliated firm, parent corporation or subsidiary has, within the past five (5) years, been employed by or represented a deliverer of services, which services reasonably could be expected to be considered for purchase by the APS as a result of this solicitation.

Affirm that if the Offeror is awarded a contract under this solicitation, and during the term of that contract prepares an invitation to bid or request for proposal for or on behalf of the APS, the Offeror agrees that it shall not (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any bidder or Offeror information concerning the procurement which is not available to the public.

Affirm that the Offeror further agrees that it shall not solicit or accept any commissions or fees from vendors who ultimately furnish services to the APS as a result of services furnished by the Offeror under any contract award made as a result of this solicitation.

Offeror Name: _____

Signed By: _____ Date: _____

Name/Title: _____

Acknowledgment

Commonwealth of Virginia/State of (_____) City/County of
(_____) to wit:

personally appeared before me this _____ day of _____ 20____ the undersigned a Notary Public in and for the State and County of aforesaid, _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument as an agent of the Offeror and acknowledged that he/she has executed the same for the purposes therein contained.

(Seal)

Notary registration number: _____

My commission expires: _____, 20____

VIII. Appendix C

Non-Disclosure and Data Security Agreement

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: _____

IX. Appendix D

Insurance Checklist

Coverages Required			Limits (Figures Denote Minimums)		
Offeror Use	APS Use	Number	Coverage Type	Coverage Limit Per Occurrence	Coverage Aggregate Limit
Coverage Present (Place an X in the Box if coverage is present)	Confirmed Coverage Present (Place an X in the Box if coverage is present)				
Commercial General Liability					
		1	Premises / Operations	\$2,000,000	\$4,000,000
		2	Completed Products / Operations	\$2,000,000	\$4,000,000
Subcontractors Commercial General Liability Insurance					
		3	Subcontractors General Liability	\$2,000,000	\$4,000,000
Worker's Compensation & Employer's Liability Insurance					
		4	Worker's Compensation	Statutory Limit	Statutory Limit
		5	Employer's Liability	\$100,000	\$100,000
Commercial Automobile Liability Insurance					
		6	Owned	\$1,000,000	\$2,000,000
		7	Non-Owned / Hired		
Cyber Liability Insurance					
		8	Cyber Liability	\$10,000,000	\$12,000,000
Umbrella / Excess Insurance					
		9	Umbrella Liability	TBD	TBD
		10	Excess Liability	TBD	TBD
All other Risk Management Items of Note					
		11	All insurance carriers AM Best Ratings are an A- or better or its equivalent		
		12	All deductibles and or self-insurance component have been submitted to Arlington Public Schools for review.		
		13	Notice of Cancellation, nonrenewal or material change in coverage shall be provided to APS at least forty-five (45) days prior to action		
		14	APS has been added as an Additional Insured (via endorsement of the insurance policy) on all policies except Workers Compensation & Cyber Liability.		
		15	All of the Certificates of Insurance show the Contract Number and Title		
		16	If Claims Made Coverage is Approved, does it meet stipulations 1 or 2 stipulated in Section G of the Insurance Requirements, of the Contract Terms and Conditions		
		17	Indemnification (Refer to Section 25 of the Contract Terms and Conditions)		

Insurance Agent's Statement:

I have reviewed the above requirements with the Offeror named below and have advised the Offeror of required coverages not provided through this agency.

Agency Name	
Auth. Signature	
Date	

Offeror's Statement:

If awarded the Contract, I will comply with Contract insurance requirements.

Offeror Name	
Auth. Signature	
Date	

X. Appendix E

Sample Form Agreement



Arlington Public Schools

PROCUREMENT OFFICE

2100 Washington Blvd., Arlington, VA 22204 • Phone: (703) 228-6123

Website: www.apsva.us

Subject: Contract 36FY22. English Language Arts (ELA) Resources for Grades 6-12

Contract 36FY22, for the provision of English Language Arts (ELA) Resources for Grades 6-12 the Work”) is entered into as of the date the Procurement Agent signs this Agreement, this _____ day of _____, 2022; by and between _____, located at _____, hereinafter called “Contractor” and Arlington County School Board, operating as Arlington Public School hereinafter called “APS” or “Owner

Contract Term:

The initial term of this Contract shall commence on the date the Contract is fully executed by the Procurement Director/Procurement Agent and expiring on the last day of the twelfth (12th) month following execution of the Contract by the Procurement Director/Procurement Agent (‘Initial Contract Term’), unless otherwise stated as provided in the Contract Documents.

This Contract may be renewed for a term not to exceed one (1) year (‘Renewal Contract Term’) by written notice given by APS at any time prior to thirty (30) Days after expiration of the preceding Initial Contract Term or Renewal Contract Term. No representative of APS has any authority to order, direct, or request work after expiration of the Initial Contract Term or Renewal Contract Term and prior to a Renewal Contract Term in strict compliance with the renewal terms herein APS, at its sole discretion, has the right, but is under no obligation, to exercise this right to renewal not to exceed six (6) additional one-year periods at the same terms and conditions.

Unless directed otherwise by APS, any Work in progress at the time of expiration of a Contract term may continue and be completed under the terms of the Contract in existence at the time the Purchase Order for the Work was issued, but must be completed no later than six (6) months following expiration of the Contract term in which the Purchase Order was issued.

Contract Price:

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

As required by the Code of Virginia §22.1-241, the Contract Price shall not exceed the lowest wholesale price at which the Resource involved in the Contract are currently under contract anywhere in the United States.

In accordance with Code of Virginia §22.1-241, if, subsequent to the date of contract award, the prices of Resources named in this Contract are reduced or the terms of the Contract are made more favorable to purchase anywhere in

the United States or a special or other edition of any book named in the contract is sold outside of Virginia at a lower price than contracted in the Commonwealth, the publisher shall grant the same reduction or terms to APS and give APS the option of using such special or other edition adapted for use in Virginia and at the lowest price at which such special edition is sold elsewhere and the contract shall so state.

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.

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.

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 #36FY22 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 F – Contract Terms and Conditions
- 7 Attachment G – Certificate(s) of Insurance
- 8 Attachment H – Publisher Certification and Agreement

The following are incorporated by reference:

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

Where the terms and 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."

Definitions

All words and terms shall have the meanings and terms assigned to them in the Contract Documents, unless a different meaning is clear from the context.

Right to Terminate Contract

APS has the right to terminate this Contract for convenience at any time, or for default, all pursuant to the provisions of the Terms and Conditions.

Payment Procedures:

Contractor shall submit invoices for its Work, and such invoices will be processed by APS, all in accordance with the provisions of the Terms and Conditions.

Assignments

This Contract is not assignable by Contractor without the express written consent of APS, and APS shall be under no obligation to grant such consent. Sale, assignment or transfer of a controlling interest in the Contractor shall be deemed an assignment for purposes of this provision and shall be grounds for termination of this Contract if consent of APS is not obtained. It is understood by APS that Contractor may use Subcontractors for performance of parts of the Work. However, it is expected that Contractor will be performing the Work, and subcontracting of all or substantially all of the Work under any Purchase Order shall be deemed an assignment subject to the restrictions of this Section.

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, or emailed addressed as follows:

To the Contractor:

To APS: Ms. Sarah Cruz
Academics Office
Supervisor of Elementary English Language Arts
Arlington Public Schools
2110 Washington Blvd.
Arlington, Virginia 22204
sarah.cruz@apsva.us

And

David J. Webb, C.P.M.
Procurement Director / Procurement Agent
Arlington Public Schools
2110 Washington Blvd.
Arlington, Virginia 22204
david.webb@apsva.us

Binding Agreement

The Owner and the Contractor each binds itself, its successors and assigns to the other, its successors and assigns, in respect of all covenants, terms, conditions and obligations contained in each of the Contract Documents.

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	<u>David J. Webb, C.P.M.</u>	Printed Name:	_____
Title:	<u>Director/Procurement Agent</u>	Title:	_____
Date:	_____	Date:	_____

XI. Appendix F

Pricing Schedule

PLEASE NOTE:

If the "Digital" column is marked, indicate length of subscription (in years) included with purchase in the "Subscription Length" column

If a line item may be offered gratis, indicate that in the "Gratis" column and provide details elsewhere describing terms of discount

Additional documentation can be used to provide more information for line items, if necessary. Please indicate on any additional documentation to which line item it refers.

Line Item#	APS Course Name English Language Arts Course List Line Number	ISBN	Textbook Title	Author(s)/ Editor(s)	Edition	Copyright Year	UOM	Mark all that apply			Subscription Length (years)	Contract Price	Gratis (Y/N), provide details
								Print	Digital	Disc			
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													

XII. Appendix G

Technical Requirements Part I

Functional Requirements

Instructions: The Resource submitted shall support vertical alignment for 6-12 level Offeror must provide at least one example to show how the proposed Resource meets or exceeds the Mandatory or Desired requirements below. The Offeror should include screenshots, excerpts, or images from the Resource to illustrate or explain each example rather than simply referencing certain page numbers in a teacher edition.

Section a. Literacy Instruction Resources	Mandatory or Desired	Yes or No
The literacy resource aligns with the 2017 English Virginia Standards of Learning and allows students to develop multiple Language Arts skills simultaneously.	Mandatory	
The literacy resource must be evidence based and aligned with the science of reading.	Mandatory	
The literacy resource provides opportunities for differentiation for special populations such as English Learners and Students with Disabilities	Mandatory	
The literacy resource must be engaging, relevant, student-centered and have the flexibility to meet individual student needs.	Mandatory	
The content and interface must be high quality, culturally relevant and designed to support the diverse learners in APS (e.g. fiction and nonfiction reading passages, images, videos, concepts, etc.).	Mandatory	
Teaching manuals, materials and content are available digitally to teachers .	Mandatory	
Teaching manuals, materials and content and can be utilized on learning management systems or a similar dashboard.	Desired	
The literacy resource may include decodable texts for older students.	Desired	
The literacy resource may have texts that take into account considerations for at risk readers (word spacing, appropriate font, amount of text, text placement) high-interest and low readability texts	Desired	
The Offeror may provide a 6-12 scope and sequence and be explicit about the continuity of the resource.	Desired	
The Offeror may provide several methods of training for teachers in addition to the face-to-face training (e.g. online, tutorials, videos, webinars and manuals)	Desired	
The Offeror may provide details for how regularly scheduled maintenance and upgrades are scheduled and percent of availability.	Desired	
The resource should include nonfiction texts that align to the Virginia Science and Social Studies Standards whenever possible.	Desired	

Section b. Intervention Instructional Materials	Mandatory or Desired	Yes or No
The resource may have intervention materials for one or more areas of reading (e.g. phonics, word study, morphology, fluency, comprehension, vocabulary).	Desired	
The resource includes a variety of assessments (diagnostic, formative, summative) that inform differentiated instruction, progress monitoring, and growth.	Desired	
The resource is evidence based and aligned with the science of reading.	Desired	
The resource is intended for use during Tier 2 or 3 instruction.	Desired	
The resource can provide instruction in foundational skills for grade levels 6-12.	Desired	

Section c. Assessments	Mandatory or Desired	Yes or No
The resource may include formative, screening, benchmarking and/or summative assessments to determine student progress and teacher pacing.	Desired	
The resource may include progress monitoring measures.	Desired	

Section d. Writing Instructional Resources	Mandatory or Desired	Yes or No
The writing resource aligns with the 2017 English Virginia Standards of Learning and allows students to develop multiple Language Arts skills simultaneously.	Mandatory	
The content must be culturally sensitive, free from stereotypes and bias, and designed to support the diverse learners in APS.	Mandatory	
The writing resource must provide differentiation for special populations, such as English Learners and Students with Disabilities.	Mandatory	
The writing resource must provide instruction for relevant, student-centered and authentic writing opportunities and have the flexibility to meet individual student needs. Writing strategies and supports align vertically through the grade levels to support continuity.	Mandatory	
The resources for writing should provide mentor texts to align with the genres found in the Virginia Standards of Learning. Exemplars of proficient writing across multiple genres including informative, narrative, opinion, argument for teacher and student use. Exemplars will include annotative notes for why the writing is proficient	Desired	
The resource will seamlessly integrate reading and writing opportunities for students to address multiple standards.	Desired	

Section f. Professional Learning	Mandatory or Desired	Yes or No
The Offeror can provide professional learning both in person and virtual options for grade level teachers on implementation of the product.	Mandatory	
The Offeror can provide training on the resources in July and August 2022 for 100 teachers per grade level.	Mandatory	

XII. Appendix G

Technical Requirements Part II

APS Information Technology Service Management Quality Assessment

The following tables are the basis for the technological quality assessment of the offering (“Offering”). The responses, information, and documentation provided will allow APS to assess the underlying quality of the technology Resources. This is not an assessment of the features, functionality, or quality of the Resources for its intended use or purpose, but an assessment of the quality and capabilities of the underlying technology, the development and support structures that allow the Resources to function, and the compatibility of these technical elements with the existing technological infrastructure utilized and maintained by Arlington Public Schools (APS).

The responses, information, and documentation provided should allow APS to make initial assessments of the effort involved to integrate and maintain the Resources with its existing technology infrastructure as well as make some preliminary assessment of the cybersecurity risks involved with adoption of the Resources.

Both the quality and capabilities of the underlying technology and its development and support structures, as well as the effort involved to integrate and maintain the Resources, represent cost and value in APS time and resources over the lifetime use of the Resources. In order to minimize costs and maximize value, APS will use this qualitative assessment as part of the overall evaluation of the Offerors Proposal.

In order to allow for detailed and complete responses to this assessment, each element is indexed. Responses to each element should use either the provided "*APS Reference*" or "*Offeror Reference*" so that all parts of the response can be properly attributed to the correct assessment element.

Not all criteria will apply to all Resources; Leaving a criteria blank (no response) is a valid response, but comprehensive responses are preferred where applicable.

HTTP references to **publicly available** online documentation are acceptable; specific location (page, section paragraph, etc.) should be specified in order to expedite review.

Non-Disclosure Agreements (NDAs) that cover proprietary Offeror technical information will be considered to facilitate effective disclosure.

(REF: 2021-02-03a)

APS Information Technology Environment

Notes:

The following table provides information on the technology environment and basic expectations maintained by Arlington Public Schools. The Resources should be responsive to this environment and the noted expectations. The Offeror should provide cross-referenced documentation on how its Resources would integrate with, and function within this environment. Please note any deviation of claimed functionality between platforms or limitations of some platforms vs others. Not all Resources will interact with all platforms; ". Offerors not providing a response, information, or documentation to an element, are requested to provide a "Not Applicable" response.

Please provide indexed responses, notes, comments, or documentation using either the "*APS Reference*" or "*Offeror Reference*" fields as the reference key.

APS Reference	Description	Notes	Offeror Response & Reference
	Client Platforms		
iOS	Apple iPads (approx. ~25,000)	APS provides all Middle (6-8) school students with individual personally assigned Apple iPads that are managed via MDM. APS also may provide MDM managed Apple iPads to some classroom and administrative staff	
iOS-App	Offeror provides an iOS Application, deployed via the Apple App Store	Offeror should document the capacities and limitations of the Offeror supported iOS Apps relevant to the Resources.	
iOS-Web	Offeror provides a browser based service that is functional using Apple Safari under iOS on an Apple iPad device.	Offeror should document the capacities and limitations of the Offeror supported web service relevant to the Resources, when accessed via the Apple Safari browser on an Apple iPad device.	
MacOS	Apple MacBooks (approx. ~12,000)	APS provides all High School (9-12) students with individual personally assigned Apple MacBooks that are managed via MDM. APS also may provide MDM managed Apple MacBooks to classroom teachers and administrative staff	
MacOS-App	Offeror provides a native MacOS Application, deployed via the Apple App Store	Offeror should document the capacities and limitations of the Offeror supported MacOS Application relevant to the Resources. Document any dependencies or requirements the software may have. Specify storage and memory requirements.	
MacOS-Prog	Offeror provides a native MacOS Application deployed independent of the Apple App Store	Offeror should document the capacities and limitations of the Offeror supported MacOS Application relevant to the Resources. Document any dependencies or requirements the software may have. Note if the application requires User level or System Administration level access to install. Specify storage and memory requirements.	
MacOS-Web	Offeror provides a browser based service that is fully functional using Apple Safari under MacOS on an Apple MacBook device.	Offeror should document the capacities and limitations of the Offeror supported web service relevant to the Resources, when accessed via the Apple Safari browser on an Apple MacBook device.	

MacOS-WebAlt	Offeror provides a browser based service that is fully functional using an alternate browser under MacOS on an Apple MacBook device.	Offeror should document the capacities and limitations of the Offeror supported web service relevant to the Resources, when accessed via alternative MacOS browser on an Apple MacBook device. Offeror should specify detailed browser compatibility specifications (Chrome, Firefox, etc.), versions currently supported, configuration or plug-in requirements.	
Win	Intel based Microsoft Windows Computers (approx. ~5,000)	APS provides certain instructional programs with Intel based computers (either desktop or laptop) running Microsoft Windows OS. APS also may provide MDM managed Windows Laptops classroom teachers and administrative staff	
Win-Prog	Offeror provides a native Windows OS Application	Offeror should document the capacities and limitations of the Offeror supported Windows Application relevant to the Resources. Document any dependencies or requirements the software may have. Note if the application requires User level or System Administration level access to install. Specify storage and memory requirements.	
Win-Web	Offeror provides a browser based service that is fully functional using either Google Chrome, Mozilla Firefox, or Microsoft Edge browser on an Intel based device running Windows 10 or later.	Offeror should document the capacities and limitations of the Offeror supported web service relevant to the Resources, when accessed via supported browsers under Microsoft Windows OS. Offeror should specify detailed browser compatibility specifications (Chrome, Firefox, etc.), versions currently supported, configuration or plug-in requirements.	
iOS-iPhone	Apple iPhones (ad Hoc)	APS does not deploy managed Apple iPhones for student or staff use, but some students or staff may utilize such personal devices to access the Offeror's services. Offeror should provide information about iPhone functionality and support if available.	
Android	Android Phones or Tablets (N/A)	APS does not generally deploy Android based devices, but some students or staff may utilize such personal devices to access the Offeror's services. Offeror may provide information about Android support if available.	
ChromeOS	ChromeOS Devices (N/A)	APS does not generally deploy ChromeOS based devices (aka Chromebooks), but some students or staff may utilize such personal devices to access the Offeror's services. Offeror may provide information about ChromeOS support if available.	
	APS Service Platforms		
SIS-Synergy	Synergy SIS	APS utilizes the <i>Synergy</i> Student Information System (SIS) provided by EduPoint for core SIS functions.	
ERP-Oracle	Oracle ERP	APS utilizes the <i>Oracle E-Business Suite</i> of Enterprise Resource Planning (ERP) provided by Oracle for core HR and Finance functions.	
ID-Rapid	Rapid Identity (SSO)	APS utilizes Rapid Identity by Identity Automation for Core digital identity, account management and authentication functions.	
Azure365	Microsoft 365/Azure	APS maintains a Microsoft 365 / Azure environment that provides various cloud services including email and SSO federation/authentication. All Students and Staff are provided individual accounts in this environment.	
Google	Google Workspace for Education	APS maintains a Google Workspace for Education environment that provides various cloud services including SSO federation/authentication. All Students and Staff are provided individual accounts in this environment.	
ID-Clever	Clever (Rostering & SSO)	APS maintains a Clever integration environment that provides centralized access to identity and enrollment (rostering) data. Limited identity data for all Students and Staff is available via Clever data sharing subscription. Limited SSO functionality is provided by Clever. This functionality is generally utilized by Elementary schools more than secondary schools.	
LMS-Canvas	Canvas LMS	APS utilizes Canvas by Instructure for system-wide Instructional & Learning Management functions including Student-Teacher Communication, Assignment Tracking and LTI based integrations.	

MDM-AirWatch	AirWatch MDM	APS utilizes the AirWatch MDM system for enterprise management of Apple iPads and MacBooks.	
CRM-Zendesk	Zendesk CRM	APS utilizes the Zendesk CRM system for internal (staff) and external (community) technology incident management and CRM functions.	
BI-MicroStrat	MicroStrategy Business Intelligence & Analytics	APS utilizes the MicroStrategy BI platform for Business Intelligence analysis and reporting.	
	Network Environment		
APS-Network	General Network	<p>Provide specifications around network protocols used by the Resources (example:IPv4/HTTPS)</p> <p>Provide documentation on general network capacity required by normal use of Resources including:</p> <ul style="list-style-type: none"> • A concise description of enterprise level network usage patterns for other organizations of equivalent size and scope to APS. • Expected average concurrent bandwidth requirements per user over a normal 15 minutes of use. 	
APS-Campus	APS Campus	<p>APS maintains a robust IPv4 based network in and between all schools and administrative buildings.</p> <p>APS maintains a large capacity Internet connection that provides IPv4 Internet service to all schools and administrative buildings.</p>	
APS-Wireless	APS Wireless	<p>APS provides a robust 802.11 wireless (Wi-Fi) network in and around all schools and administrative buildings.</p> <p>All students and staff may access this network using their Wi-Fi capable APS provided client devices</p>	
Home-Internet	Offsite Access / Home Internet	<p>APS is committed to supporting staff and students wherever they need to work from. This includes accessing APS systems from their home or other remote locations via public Internet services.</p> <p>Note any limitations or restrictions anticipated when accessing Resources from high latency or low-bandwidth Internet services.</p> <p>Specify if the Resources is usable without active Internet access (i.e., Offline)</p>	
	Digital Identity, Authentication & Authorization		
ID-Data	Identity Management	<p>APS maintains the systems of record for staff and student account identity information. APS can provide unique identifier and attribute data to facilitate automated account management.</p> <p>Provide data requirements and specifications for identity and account management.</p> <p>Provide data requirements and specifications for class rostering management (if relevant)</p> <p>Complete the "Digital Identity Authentication & Authorization Grid" to document Resources capabilities and requirements.</p>	
ID-Auto	Identity Automation	Resources should support standard integrations and automated processes whenever possible.	
ID-Fed	Identity Federation	Resources should support standard authentication federations (SSO). Native passwords are discouraged.	

ID-Roles	Role-Based Authorization	Resources should support Role-Based Authorization . Standard roles for "Student" and "Staff/Teacher" should be supported by default based on class rostering data (where relevant)	
ID-Admin	Identity Administration	Roles capable of managing accounts, entitlements, or system configuration (i.e., System Administration) should be subject to higher standards of authentication and auditing.	
ID-DBA	Data Administration	Roles capable of managing data imports, exports, or bulk manipulation (i.e., database administration) should be subject to higher standards of authentication and auditing.	

Digital Identity, Authentication & Authorization Feature Matrix

Notes:

Use the following matrix to designate what options, controls and attributes the Resources has in relation to Account Management, Authentication and Authorization. You may augment this matrix with detailed explanations of the specific entitlements or limitations of user roles defined in the Resources.

Each cell in the matrix may be blank (not available), may contain an affirmation indicating feature availability, or may contain a reference to a more detailed elaboration.

Provide multiple tables if the Resources is composed of multiple systems with different specifications.

Topic	Feature	Students	Staff / Teachers	School Administrators	IT System Administration
Federated Authentication (aka: Single Sign On)	Standards Based SAML Authentication				
	Microsoft Azure/365 SSO				
	Clever SSO				
	Google SSO				
	LTI Based Authentication (via Canvas)				
	LDAP Based Password Authentication				
	Standards Based oAuth Authentication				
	Accounts can be Disabled (Locally)				
	Accounts can have alternate Native Password Authentication (Local Authentication Override)				
	Other (Specify)				
Native Password Authentication (aka: Local Passwords)	Stored using irreversible encryption (i.e., one way, salted hashes)				
	Enforceable Password Complexity				
	Self-Service Reset Available				
	Administrative Reset Available				
	Administrative Initiation of Password to known value on Account Creation				
	Accounts can be Temporarily Disabled				

	Multi-Factor Authentication Supported (Specify supported factors)				
	All Password Change Events are Logged, and User is Notified of Event				
Account Management & Rostering	Manual Account Creation				
	Manual Rostering (Class Assignment)				
	Automatic Account Creation on first Authentication				
	LTI Based Account Management (via Canvas)				
	LTI Based Roster Management (via Canvas)				
	Clever Account Management Integration				
	Clever Roster Management Integration				
	Directory (LDAP) Based Account Provisioning				
	Automated Delimited File Processing (<i>OneRoster</i> Standard)				
	Automated Delimited File Processing (Clever Standard)				
	Automated Delimited File Processing (Custom CSV)				
	REST API Based Account Management				
	Other (Specify)				
Roles & Entitlements	Manual Role Assignment				
	Automatic Role Assignment based on Rostering Data				
	Fixed Role Rights & Entitlements				
	Configurable Role Rights & Entitlements				
	Other (Specify)				

Service Management & Support

Notes:

The following table lists detailed expectations and requests for information on Offeror's service management policies and procedures including Maintenance, SLA's, and Support options.

Please provide indexed responses, notes, comments, or documentation using either the "APS Reference" or "Offeror Reference" fields as the reference key.

APS Reference	Description	Notes	Offeror Response & Reference
	Service Level Agreement		
SLA-Uptime	Service Availability	System Availability should be available to a level of 99.9%, calculated over a 30-day period, 24/7, outside of regularly scheduled and communicated maintenance windows.	
SLA-Data	Service Availability Record	Provide actual monthly availability for the previous school year.	
SLA-Sched	Scheduled Maintenance / Downtime	Describe the communication policies and procedures for scheduled system outages/upgrades including timelines.	
SLA-UnSched	Un-Scheduled Downtime	Describe the communication policies and procedures for unscheduled service outage including timelines.	
SLA-Plan	Maintenance Plan	Provide current yearly planned maintenance schedule and the schedule for at least one previous year. Offeror may provide schedules based on an academic school year or based on a calendar year.	
SLA-Change	Change Management	Describe the communication policies and procedures for Service Changes including changes to the User Interface, New Feature Introduction, Feature Removal/Depreciation.	
	Support Model		
Support-SysAdmin	Standard Technical Support	Offeror should provide support for APS System Administrators during regular business hours (M-F). Describe regular support business hours in Eastern time.	
Support-Weekend	Extended Technical Support	If Offeror provides additional weekend support hours for end-users, describe.	
Incident	Incident Tracking	Offeror should provide a web-based incident tracking system, allowing designated APS support contacts to create and track system problems. Describe current incident tracking capabilities.	
Escalation	Problem Escalation	Offeror should provide a support escalation POC, contact information, and process.	

Support-User	User Support	The Offeror should provide support contact information for end users using one or more of the following methods:	
Support-Phone	Phone Support	User Support via Toll-free Telephone Help Desk / Call Center	
Support-Email	E-mail Support	User Support via Email	
Support-Chat	Chat Support	User Support via Live Chat	
Support-FAQ	Knowledgebase	Searchable knowledge base. Describe what tools and documentation are available and accessible online that provide training materials, support references, quick reference guides, or other items.	
	Disaster Recovery / Service Resiliency		
DR-General	Disaster Recovery	Describe the overall disaster recovery / resiliency plan in place for the Resources including:	
DR-Redundancy	Redundancy	Redundancy	
DR-Backups	Backups	Backups	
DR-Capacity	Capacity Planning	Capacity Planning	
DR-DoS	Denial of Service (DoS)	Denial of Service (DoS) Mitigation	
DR-Ransomware	Ransomware	Ransomware Mitigation & Recovery	

APS Service Provider: CIS Controls (v8.0)

Notes:

The following table references standards and practices from the **Center for Internet Security (CIS) Critical Security Controls Version 8.0** that Arlington Public Schools considers when evaluating Offeror's information technology products and services.

Indicate whether the Resources conforms to these standards and practices and provide notes, elaboration, or evidence to substantiate your assertions of conformance. The level of conformity, completeness of response and level of substantiation will be considered in the evaluation of the Resources.

HTTP references to **publicly available** online documentation is acceptable; specific location (page, section paragraph, etc.) should be specified.

. Non-Disclosure Agreements (NDAs) that cover proprietary Offeror technical information will be considered to facilitate effective disclosure.

REF: See APS Policy "[HYPERLINK "https://go.boardd](https://go.boardd)

REF: <https://www.cisecurity.org/controls/v8/>

CIS Index	Safeguard	Description	Offeror Conformance
	Data Protection		
CIS8-3.1	Establish and Maintain a Data Management Process	Establish and maintain a data management process. In the process, address data sensitivity, data owner, handling of data, data retention limits, and disposal requirements, based on sensitivity and retention standards for the service. Review and update documentation annually, or when significant service changes occur that could impact this Safeguard.	
CIS8-3.2	Establish and Maintain a Data Inventory	Establish and maintain a data inventory, based on the service's data management process. Inventory sensitive data, at a minimum. Review and update inventory annually, at a minimum, with a priority on sensitive data.	
CIS8-3.4	Enforce Data Retention	Retain data according to the service's data management process. Data retention must include both minimum and maximum timelines.	
CIS8-3.5	Securely Dispose of Data	Securely dispose of data as outlined in the service's data management process. Ensure the disposal process and method are commensurate with the data sensitivity.	
CIS8-3.7	Establish and Maintain a Data Classification Scheme	Establish and maintain an overall data classification scheme for the service. Services may use labels, such as "Sensitive," "Confidential," and "Public," and classify their data according to those labels. Review and update the classification scheme annually, or when significant service changes occur that could impact this Safeguard.	
CIS8-3.8	Document Data Flows	Document data flows. Data flow documentation includes service provider data flows and should be based on the service's data management process. Review and update documentation annually, or when significant service changes occur that could impact this Safeguard.	
CIS8-3.9	Encrypt Data on Removable Media	Encrypt data on removable media.	
CIS8-3.10	Encrypt Sensitive Data in Transit	Encrypt sensitive data in transit. Example implementations can include: Transport Layer Security (TLS) and Open Secure Shell (OpenSSH).	

CIS8-3.11	Encrypt Sensitive Data at Rest	Encrypt sensitive data at rest on servers, applications, and databases containing sensitive data. Storage-layer encryption, also known as server-side encryption, meets the minimum requirement of this Safeguard. Additional encryption methods may include application-layer encryption, also known as client-side encryption, where access to the data storage device(s) does not permit access to the plain-text data.	
CIS8-3.14	Log Sensitive Data Access	Log sensitive data access, including modification and disposal.	
	Continuous Vulnerability Management		
CIS8-7.1	Establish and Maintain a Vulnerability Management Process	Establish and maintain a documented vulnerability management process for service assets. Review and update documentation annually, or when significant service changes occur that could impact this Safeguard.	
	Audit Log Management		
CIS8-8.1	Establish and Maintain an Audit Log Management Process	Establish and maintain an audit log management process that defines the service's logging requirements. At a minimum, address the collection, review, and retention of audit logs for service assets. Review and update documentation annually, or when significant service changes occur that could impact this Safeguard.	
CIS8-8.11	Conduct Audit Log Reviews	Conduct reviews of audit logs to detect anomalies or abnormal events that could indicate a potential threat. Conduct reviews on a weekly, or more frequent, basis.	
	Malware Defenses		
CIS8-10.1	Deploy and Maintain Anti-Malware Software	Deploy and maintain anti-malware software on all service assets.	
	Data Recovery		
CIS8-11.1	Establish and Maintain a Data Recovery Process	Establish and maintain a data recovery process. In the process, address the scope of data recovery activities, recovery prioritization, and the security of backup data. Review and update documentation annually, or when significant service changes occur that could impact this Safeguard.	
CIS8-11.3	Protect Recovery Data	Protect recovery data with equivalent controls to the original data. Reference encryption or data separation, based on requirements.	
CIS8-11.5	Test Data Recovery	Test backup recovery quarterly, or more frequently, for a sampling of in-scope service assets.	
	Network Monitoring and Defense		
CIS8-13.1	Centralize Security Event Alerting	Centralize security event alerting across service assets for log correlation and analysis. Best practice implementation requires the use of a SIEM, which includes Offeror-defined event correlation alerts. A log analytics platform configured with security-relevant correlation alerts also satisfies this Safeguard.	
	Application Software Security		
CIS8-16.2	Establish and Maintain a Process to Accept and Address Software Vulnerabilities	Establish and maintain a process to accept and address reports of software vulnerabilities, including providing a means for external entities to report. The process is to include such items as: a vulnerability handling policy that identifies reporting process, responsible party for handling vulnerability reports, and a process for intake, assignment, remediation, and remediation testing. As part of the process, use a vulnerability tracking system that includes severity ratings, and metrics for measuring timing for identification, analysis, and remediation of vulnerabilities. Review and update documentation annually, or when significant service changes occur that could impact this Safeguard. Third-party application developers need to consider this an externally-facing policy that helps to set expectations for outside stakeholders.	

CIS8-16.7	Use Standard Hardening Configuration Templates for Application Infrastructure	Use standard, industry-recommended hardening configuration templates for application infrastructure components. This includes underlying servers, databases, and web servers, and applies to cloud containers, Platform as a Service (PaaS) components, and SaaS components. Do not allow in-house developed software to weaken configuration hardening.	
CIS8-16.13	Conduct Application Penetration Testing	Conduct application penetration testing. For critical applications, authenticated penetration testing is better suited to finding business logic vulnerabilities than code scanning and automated security testing. Penetration testing relies on the skill of the tester to manually manipulate an application as an authenticated and unauthenticated user.	
	Incident Response Management		
CIS8-17.2	Establish and Maintain Contact Information for Reporting Security Incidents	Establish and maintain contact information for parties that need to be informed of security incidents. Contacts may include internal staff, third-party vendors, law enforcement, cyber insurance providers, relevant government agencies, Information Sharing and Analysis Center (ISAC) partners, or other stakeholders. Verify contacts annually to ensure that information is up-to-date.	
CIS8-17.3	Establish and Maintain a Process for Reporting Incidents	Establish and maintain a process for the workforce to report security incidents. The process includes reporting timeframe, personnel to report to, mechanism for reporting, and the minimum information to be reported. Ensure the process is publicly available to all of the workforce. Review annually, or when significant service changes occur that could impact this Safeguard.	
CIS8-17.4	Establish and Maintain an Incident Response Process	Establish and maintain an incident response process that addresses roles and responsibilities, compliance requirements, and a communication plan. Review annually, or when significant service changes occur that could impact this Safeguard.	
CIS8-17.6	Define Mechanisms for Communicating During Incident Response	Determine which primary and secondary mechanisms will be used to communicate and report during a security incident. Mechanisms can include phone calls, emails, or letters. Keep in mind that certain mechanisms, such as emails, can be affected during a security incident. Review annually, or when significant service changes occur that could impact this Safeguard.	
	Penetration Testing		
CIS8-18.1	Establish and Maintain a Penetration Testing Program	Establish and maintain a penetration testing program appropriate to the size, complexity, and maturity of the service. Penetration testing program characteristics include scope, such as network, web application, Application Programming Interface (API), hosted services, and physical premise controls; frequency; limitations, such as acceptable hours, and excluded attack types; point of contact information; remediation, such as how findings will be routed internally; and retrospective requirements.	

APS Service Provider: IT Security Standards

Notes:

The following table references information technology standards and frameworks that Arlington Public Schools considers relevant to evaluation of Offeror Resources.

Indicate the Offeror's status in relation to these standards and frameworks. Provide notes, elaboration, or evidence to substantiate the assertions.

Adoption or Alignment: Offeror has awareness of and utilizes standards for internal guidance and assessment

Compliance or Assessment: Offeror has documented conformity to standards (in part or in whole)

Certification: Offeror has third party certification of conformity to standards

APS Reference	Standard or Framework	Offeror Adoption or Alignment	Offeror Compliance or Assessment	Offeror Certification	Notes/References
	General				
PCI-DSS	Payment Card Industry Data Security Standard (PCI DSS)				
HIPAA	Health Insurance Portability and Accountability Act (HIPAA)				
COPPA	Children's Online Privacy Protection Act (COPPA)				
GDPR	European Union Law, General Data Protection Regulation (GDPR)				
ITIL	Information Technology Infrastructure Library (ITIL)				
VSPA	Virginia Student Privacy Alliance (SDPC) <u>Virginia School Data Privacy Agreement</u>				
SPP	The Student Privacy Pledge <u>https://studentprivacypledge.org/</u>				
	System & Organization Controls (SOC)				
SOC2-T1	SOC 2 (Type 1)				

SOC2-T2	SOC 2 (Type 2)				
SOC3	SOC 3				
SOC-Cyber	SOC Cybersecurity				
	Center for Internet Security (CIS)				
CIS7	CIS Controls v7.x				
CIS8	CIS Controls v8.x				
	National Institute of Standards and Technology (NIST)				
NIST-CSF	NIST Cyber Security Framework				
NIST-PF	NIST Privacy Framework				
NIST-800.53	NIST 800-53 R5 (or R4)				
	International Organization for Standardization (ISO)				
ISO-27001	ISO 27001 / ISO 27002				
	Other (Specify)				

Data & Privacy

Notes:

The following table lists requests for detailed information on Offeror's data privacy management policies and procedures.

Please provide indexed responses, notes, comments, or documentation using either the "APS Reference" or "Offeror Reference" fields as the reference key.

REF: See APS Policy "J-15.30: Privacy Rights and Regulations"

APS Data Classification Definitions:

Public Data — Information to which the general public may or must be granted access, according to the Virginia Freedom of Information Act (VFOIA) and other applicable statutes. By way of illustration only, some examples of Public Data include:

- Publicly posted information, such as press releases and school calendars.
- Personal information that can or must be released to the public without signed authorization, such as job title, date of last hire and date of separation if applicable, and salary or rate of pay and records of the allowances or reimbursements for expenses of employees whose annual rate of pay is more than \$10,000.

Directory Data — Directory information shall include but is not limited to: name of student; address, telephone listing; student number; grade level; dates of attendance; participation in officially recognized activities and sports; height and weight, if member of athletic team; awards and honors received; and other similar information.

Restricted Data — Information that shall be guarded due to proprietary, ethical, or privacy considerations, is exempt from release under VFOIA, and shall be protected from unauthorized access, modification, transmission, storage, or other use. Members of the APS community may be granted access to Restricted Data. Disclosure of Restricted Data to members outside APS may be granted based on business or educational need-to-know or as required by law, policy, or legal process. By way of illustration only, some examples of Restricted Data include:

- Employees' names, phone numbers, e-mail addresses, work locations, home addresses, and employee ID numbers

Private Data — Information protected -- by statute, regulation, APS policy, or contractual language and personal information about an individual -- which the individual can reasonably expect will not be made available to the public. Mishandling of private information may affect APS through financial and legal sanctions, loss of public confidence, and damage to APS' reputation. Access to private data shall be granted on a need-to-know basis only in accordance with statute, regulation, policy, and contractual language. By way of illustration only, some examples of Private Data include:

- Employee's social security number and bank account number
- Employee's medical records
- Student personally identifiable information

Sensitive Data — The combination of both Restricted and Private data, as defined above.

De-identified Data — Individualized data that has had all direct and indirect personal identifiers removed leaving the resulting data irreversibly anatomized

Aggregated Data — Data derived from summarizing Individualized data with subject pool sizes large enough to not be identifiable though disaggregation

APS Reference	Description	Notes	Offeror Response & Reference
	Data Privacy		
SDUPA	Student Data Usage & Privacy Agreement	All Offeror's are expected to sign the APS Student Data Usage and Privacy Agreement and abide by the terms of that agreement.	
Data-Minimal	Minimize Data Profile	Systems should never collect more data than is necessary to provide the expected functionality	
	Data Elements		
Data-Private	Private Data	Specify all data collected or maintained by the Resources that would be classified as Private	
Data-PII	Personally Identifiable Data	Do you collect data referencing: Gender Race/Ethnicity Economic Status Language Proficiency Special Education Status (Including "Gifted" Status) Birthday Federal/State Unique Identifiers Location	
Physical	Physical Records	Do you collect appearance or physical based data (graphical, video, or biometric)?	
Audio	Audio Records	Do you collect audio recordings, voiceprint analysis or similar data?	
Genetic	Genetic Records	Do you collect genetic based data?	
	Data Collection & Sharing		
Share-Individual	Sharing individualized Data	Do you share individualized customer/user data in any way that the individual can be positively identified?	
Share-Anonymized	Sharing anonymized individualized Data	Do you share individualized customer/user data that has been anonymized in such a way as to not allow the individual to be positively identified?	
Share-Aggregated	Sharing aggregated Data	Do you share anonymized aggregated customer/user data?	
Collect-PerfData	Collection of Performance Data	Do you collect system usage or performance data?	
Collect-CorPerfData	Correlation of Performance Data	Do you collect usage or performance data correlated with any demographic data, personally identifiable data, or any data elements that could be Private?	

Share-PerfData	Sharing of Performance Data	Do you share system usage or performance data with any third party?	
Share-CorPerfData	Sharing of Correlated Performance Data	Do you share usage or performance data correlated with any demographic data, personally identifiable data, or any data elements that could be Private, with any third party?	

XIII. Appendix H

Student Data Usage and Privacy Agreement

This Student Data Usage and Privacy Agreement (“SDUPA”) dated _____ is between **Arlington Public Schools**, located at 2110 Washington Boulevard, Arlington, VA 22204 (“APS” or “Customer”) and _____ (**Name of Offeror**) located at Offeror’s Address, (“**Provider**”) hereinafter individually a “Party” and collectively “the Parties”, APS and Provider mutually agree to the terms of this SDUPA whereby APS will provide the following Data to Provider for the Approved Purposes only.

The Parties hereby agree as follows:

1.0 Definitions

- 1.1. “Agreement” or “Agreements” shall mean any contract or contracts between APS and the Provider for the provision of any Authorized Services.
- 1.2 “Approved Purposes” shall mean the use of Data by the Provider for the purposes of providing services authorized by APS in Agreements entered into between APS and the Provider (“Authorized Services”) during the term of the SDUPA., and for no other purpose.
- 1.3 “Data” shall include all 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. Data include, but are not limited to, student data, metadata, forms, logs, cookies, tracking pixels, and user content.
- 1.4 “Subcontractors” shall include Provider subcontractors, subcontractors of Providers subcontractors, their subcontractors, and all successor entities.

2 Security Controls

- 2.1 Provider will store and process Data in accordance with commercially reasonable practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use.
- 2.2 Provider will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.
- 2.3 Provider will also have a written incident response plan, to include immediate (within one (1) business day) notification of APS in the event of a security or privacy incident involving Data. Provider agrees to share its incident response plan upon request.

3 Access and Control

- 3.1 Any Data held by Provider will be made available to APS upon request by APS.
- 3.2 All Data must remain under the direct control of APS to the extent required by FERPA. Where Data is in possession of Provider, APS may direct Provider to take certain actions with regards to the Data, in conformity with the SDUPA and applicable law.
- 3.3 Parents and eligible students must be able to access the Data upon request. This request shall occur through APS to ensure only authorized individuals have access to the Data.
- 3.4 Provider shall use Data solely as necessary to perform Authorized Services. Provider may not access, collect, store, process, or use Data for any reason other than as necessary to provide the Authorized Services.

4 Marketing and Advertising

- 4.1 Provider may not use any Data to advertise or market to students or their parents.
- 4.2 Provider may not use Data to target individual students with directed advertisements and may never directly collect personal information from students under the age of 13.

5 Collection and use of Data

5.1 Solely for purposes of this SDUPA with respect to Data, Provider is deemed a ‘School Official’ within the meaning of that term as defined in 20 USC §1232g et seq., with a legitimate educational interest to the Data performing services and providing functions which would otherwise be performed by APS staff, for the sole purpose of providing Authorized Services.

5.1.1 No relationship of employer and employee is created by this SDUPA or any Agreement. Provider its sub-contractors, and its employees shall not be employees of APS and shall not have any claim under this SDUPA or any Agreement or otherwise against APS for vacation pay, sick leave, retirement benefits, social security contribution, worker’s compensation, disability or unemployment insurance benefits or any other employee benefit of any kind. Provider shall not be the agent of APS, nor shall Provider make any representation to the contrary to any third parties.

5.2 Provider may not sell Data or disclose Data to third parties except under provision 5.4.

5.3 Provider will collect and use Data only for the purpose of fulfilling its duties and providing Authorized Services under any Agreement and for improving Authorized Services under such Agreement.

5.4 APS understands that Provider may rely on one or more Subcontractors to perform Authorized Services under an Agreement. Provider shall share the names of these Subcontractors, including sub-subcontractors, with APS upon request. If Provider intends to provide any Data which was received from, or created for APS, to a Subcontractor, then Provider shall require such Subcontractor and sub-subcontractor to countersign this SDUPA. APS reserves the right to reject any Subcontractor if, in its sole discretion, APS determines that such subcontractor or sub-subcontractor is unsuitable for performance of the SDUPA. Provider acknowledges and agrees that the Provider’s obligations under this SDUPA shall not be assigned to any other person or entity without the prior written consent of APS, which APS shall be under no obligation to grant. Provider shall include in all subcontracts, and require that its subcontractors include in all sub-subcontracts, acknowledgement and agreement that the subcontractor and sub-subcontractor are bound by the terms of this SDUPA, and if so requested by APS, will execute a separate SDUPA as a condition of acceptance by APS as a subcontractor or sub-subcontractor.

6 Data Transfer or Destruction

6.1 Provider will ensure that all Data in its possession and in the possession of any Subcontractors, or agents to which the Provider may have transferred Data, are destroyed or transferred to APS under the direction of APS when the Data are no longer needed to provide Authorized Services, at the request of APS within one (1) month, or as agreed upon between the Parties. Where there is a conflict between applicable law and this SDUPA, the applicable law will prevail.

7 Rights and License in and to use Data

7.1 Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of APS and Provider has a limited, nonexclusive license solely for the purpose of performing its obligations.

7.2 This SDUPA shall not be construed to give the Provider any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in this SDUPA to provide Approves Services. This includes the right to sell or trade Data.

8 Data De-Identification

8.1 Provider may use de-identified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID.

8.2 Provider agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any third party unless that third party agrees not to attempt re-identification.

8.3 De-identified data may be used to improve the Provider’s products or services but may not be provided to third parties or sold.

9 Data Mining

9.1 Provider is prohibited from mining Data for any purposes except as expressly authorized by APS in any Agreement or in this SDUPA. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

10 Modification of Terms of Service

10.1 During the term of the SDUPA, Provider will not materially change its methods for the collection, use, and sharing of Data, including its storage and destruction protocols, without advance notice to and consent from APS.

11 Precedence Over Agreements

11.1 Unless this SDUPA is specifically amended, in the event of a discrepancy between this SDUPA language and the terms and conditions of any Agreements between APS and the Provider relating to Data, the SDUPA language shall take precedence.

ACCEPTED AND AGREED:

CONTRACTOR

ARLINGTON PUBLIC SCHOOLS

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

XIV. Appendix I

Publisher Certification and Agreement

Introduction

For the purposes of this document, the term "Resources" means print or electronic media for student use that serve as the primary resource for a grade-level subject or course.

By submitting Resources for evaluation, publishers agree to follow the procedures set forth in this document. Failure to comply with all procedures may result in disqualification of the resource as a part of the review and approval process.

Primary Material Submitted for Review

As noted in Section 22.1-238.C of the Code of Virginia above, the term Resource refers to print or electronic media for student use that serves as the primary resource for a grade-level subject or course.

For the remainder of this document, such instructional media will be referred to as "primary material." Primary material contains the content information that is the basis for the grade-level subject or course. Review committees will review the material selected by the publisher as the "primary material."

In submitting their materials for review, publishers must provide an explanation of if and how the content in the primary material medium (digital or print) is different from or comparable to that offered in the other medium. For example, digital primary material may contain items such as embedded video clips or content that is delivered through an interactive format.

Submission Forms

Publishers must complete the Publisher's Certification and Agreement listing all primary materials submitted for review consideration at the time it signals intent to submit resources for review as part of APS's Resource approval process.

Publisher's Certification

Only one copy is required per Proposal submission provided all Resources submitted are included below.

Print and complete additional pages if more space is necessary.

(Date)

(Publishing Company)

Name of Primary Contact: _____

Phone Number, including area code: _____

E-mail Address: _____

The publishing company indicated above submits the following primary materials to APS for consideration in resource approval process.

Line Item #on Pricing Schedule	Title	ISBN	Copyright	Grade Level or Course

Publisher Certification

The Publisher certifies the following:

1. Each Resource has been thoroughly examined and reviewed by at least three qualified content experts for factual accuracy in the subject matter and the resources are free from any factual or editing errors. The credentials of the author(s) and/or editor(s) and content review experts are provided on the attached forms which must be completed and accompany the submitted proposal.
2. Each Resource has been thoroughly examined and reviewed by qualified editors to identify any typographical errors.
3. Any duplicate version (i.e., print or digital) of the primary material that is available to Virginia school divisions contains at least the same content included in the primary material selected by the publisher for review. Any additional content, above that contained in the primary material reviewed is accurate and free of errors. If the content of the print and digital versions of the same primary material varies, those variations are outlined in an attachment to the certification.
4. The Quality Assurance and Editing Process described below was followed for all primary materials submitted by the publisher for review.

Quality Assurance and Editing Process:

Please describe, ***in three pages or less***, the internal process used to ensure accuracy and lack of bias including:

- the quality assurance and workflow steps used to ensure accuracy of content;
- the quality assurance and workflow steps used to eliminate editing and typographical errors, including errors in grammar, written expression, spelling, formatting, and other substantive elements that may affect student learning;
- the fact-back-up guidelines (i.e., what is an acceptable source for a fact and what is not) used by the authors, editors, and outside content experts;
- the review by outside content experts, other than the authors, to verify accuracy and ensure freedom from bias; and
- the process used to reach consensus on information with divergent interpretations.

Publisher’s Agreement

Only one copy is required per Proposal submission.

The Publisher agrees to the following:

1. After submission of a Resource to APS for consideration in the Resource approval process, the Publisher will promptly inform APS in writing of any changes made in the Resource prior to its approval by the School Board.
2. If any factual or editing errors are identified in a Publisher’s Resource following its approval by the School Board, the Publisher will submit a corrective action plan to APS within 30 days of being notified by APS of the errors. Each corrective action plan must be tailored to the materiality of the errors identified and must be implemented in the manner most conducive to and least disruptive of student learning. Corrective action plans may include, but are not limited to: a) corrections upon reprinting of the resource; b) corrective edits to an online resource; c) electronic errata sheets posted on the Publisher’s and APS’s Web sites; d) print errata sheets provided to schools for insertion into Resources; e) replacement books; and f) return of the Resource and refund of any payment made for the Resource. Upon approval of the corrective action plan, the Publisher will implement the plan at the Publisher’s expense.
3. If, upon being notified by APS of factual or editing errors in an approved resource, the Publisher disputes that the Resource contains such errors, the Publisher must submit a written explanation of its position to APS within 30 days of receiving notice from APS of the error. Upon request, the Publisher may meet with APS. The School Board reserves to itself the right to make a final determination of whether the Resource contains a factual or editing error. If the School Board determines that the resource contains such an error, the Publisher will submit a corrective action plan to APS within 15 days after receiving notice of the School Board’s determination.
4. If numerous and/or significant errors are identified in a resource on the School Board’s approved list, the School Board may, in its sole discretion, withdraw the Resource from the approved list. The School Board must notify the Publisher in writing before it removes its Resource from the approved list. The Publisher will have 30 days to respond in writing and the right to meet with APS before removal. A “significant error” is a factual or editing error that the School Board or Department of Education determines within the context of the intended use of the resource will substantially interfere with student learning. A change in knowledge that occurs subsequent to publication shall not constitute a significant error.
5. If the Publisher makes updates/revisions to Resources after they have been approved by the School Board, the Publisher will ensure that the updated/revised material has been vetted through the same quality assurance process for accuracy and editing outlined in the signed certification. The Publisher will notify APS and any school division that has purchased this material of the updates/revisions that have been made.

Please check here if this submission includes an attachment that outlines if and how duplicate versions (print or digital) of primary materials vary. (Item #3 in the certification)

(Signature of President of the Company or Designee)

(Date)

(Name and Title of Person Signing)

XV. Appendix J

Author(s)/Editor(s) and Content Review Expert Information

This attachment must be completed for each material submitted for review. Please print additional copies for each material as necessary.

Primary Material

Please list name and edition of the resource, or series submitted as a primary material.

Publisher: _____

Product Name: _____

Author(s): _____

Edition: _____

ISBN: _____

Line Item # on Pricing Schedule: _____

Author/Editor Information

Please complete the table below. Include each author and/or editor associated with the development of the primary material. Please insert copies of the table for additional authors/editors.

Author/Editor:	Role of the author/editor in writing the resource (include references to specific sections, chapters, pages, etc.)
Education and professional background:	
Related published works:	
Professional qualifications and specific areas of expertise:	
Did the author/editor review the final copy of his/her work before publication? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Content Review Expert Information

Please include each content review expert associated with the quality assurance process for accuracy and editing for the primary material listed. At least one content review experts should be included, preferably from experts with a graduate degree in the content area being reviewed or teachers with recent experience teaching the content in the appropriate grade level or course. Please insert copies of the table for additional content review experts as necessary.

Publisher: _____ **Product Name:** _____ **Author(s):** _____
Edition: _____ **ISBN:** _____ **Line Item # on Pricing Schedule:** _____

Reviewer:	Role the reviewer had in the review process (entire book or include references to specific sections, chapters, pages, etc.)
Education and professional background:	
Related published works:	
Professional qualifications and specific areas of expertise:	

XVI.. Appendix K

Sample Purchase Order



**Standard Purchase Order
Arlington Public Schools**

PROCUREMENT OFFICE
2110 Washington Blvd
Arlington, Virginia 22204
Telephone: (703) 228-6123

ACCOUNTS PAYABLE
2110 Washington Blvd
Arlington, Virginia 22204
Telephone: (703) 228-6121
Email: aps.payables@apsva.us

Please note that our billing address has changed.

Unless otherwise instructed, please send invoices to the address above, Attn: Accounts Payable.

Purchase Order	2100000
Purchase Order Date	08-JUL-2020
Change Order Number	0
Change Order Date	
Procurement Specialist/Phone	Thanh Thai 703-228-2411
Requisitioner/Ph#/Email	O'Grady, Matthew Liam 703-228-6012 matt.ogradey@apsva.us
FEIN	54-6001128
Website: https://www.apsva.us/procurement-office/	

SUPPLIER: SLATE ROCK & GRAVEL COMPANY
301 COBBLESTONE WAY
Bedrock AZ 86001

This PURCHASE ORDER NUMBER shown above must appear on all invoices, packing slips & related correspondence. For questions regarding the order, contact the REQUISITIONER shown above.

Ship To: Arlington Public Schools
Finance
2110 Washington Blvd
Arlington, VA 22204

Payment Terms	Freight Terms	FOB
NET 30	Prepaid	Destination


Line	Vendor Part	Item Description	Due Date	Quantity	UOM	Unit Price	Amount
1		Rocks	09-JUL-2020	100.00	Each	\$1.00	\$100.00

The Purchase Order Terms and Conditions found on the Arlington Public Schools Procurement Office Website, at the link provided below, are incorporated in, and become part of, this contract. It is the responsibility of the Vendor to carefully read and understand the Purchase Order Terms and Conditions.

The Purchase Order Terms and Conditions have been amended effective July 1, 2020.

<https://www.apsva.us/wp-content/uploads/2020/07/2020-07-01-Purchase-Order-TsCs.pdf>

IMPORTANT: There have been incidents of scammers pretending to be school representatives and ordering thousands of dollars of goods. Purchases by APS are authorized only if an APS Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Vendors providing goods or services without a signed APS Purchase Order, do so at their own risk.

Authorized by: 

David J. Webb, C.P.M.
Director of Procurement

Purchase Order Total: \$100.00

XVII. Appendix L

Screenshots of the Steps Required to Submit a Proposal

Current Solicitations

Solicitation	Description	Due Date	Contact
ITB 125FY20 Addendum 1	Space Ranger Services	April 30, 2020 No later than 11:59 PM Link to Submit Bid - ITB 125FY20	Joshua Makely



Send files to Joshua

Joshua Makely has invited you to send files

Please provide Company Name as it appears on the Bid Form.

By continuing, I agree that I will not upload malware, unlawful materials or content that violates the intellectual property rights of others, and my failure to abide by this agreement shall subject me to all legally permissible remedies at Egnyte's disposal.

Continue



Send files to Joshua

Joshua Makely has invited you to send files

Buzz Lightyear



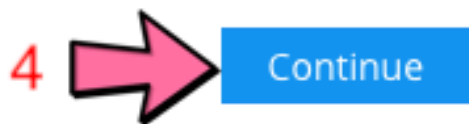
buzz@starcommand.org



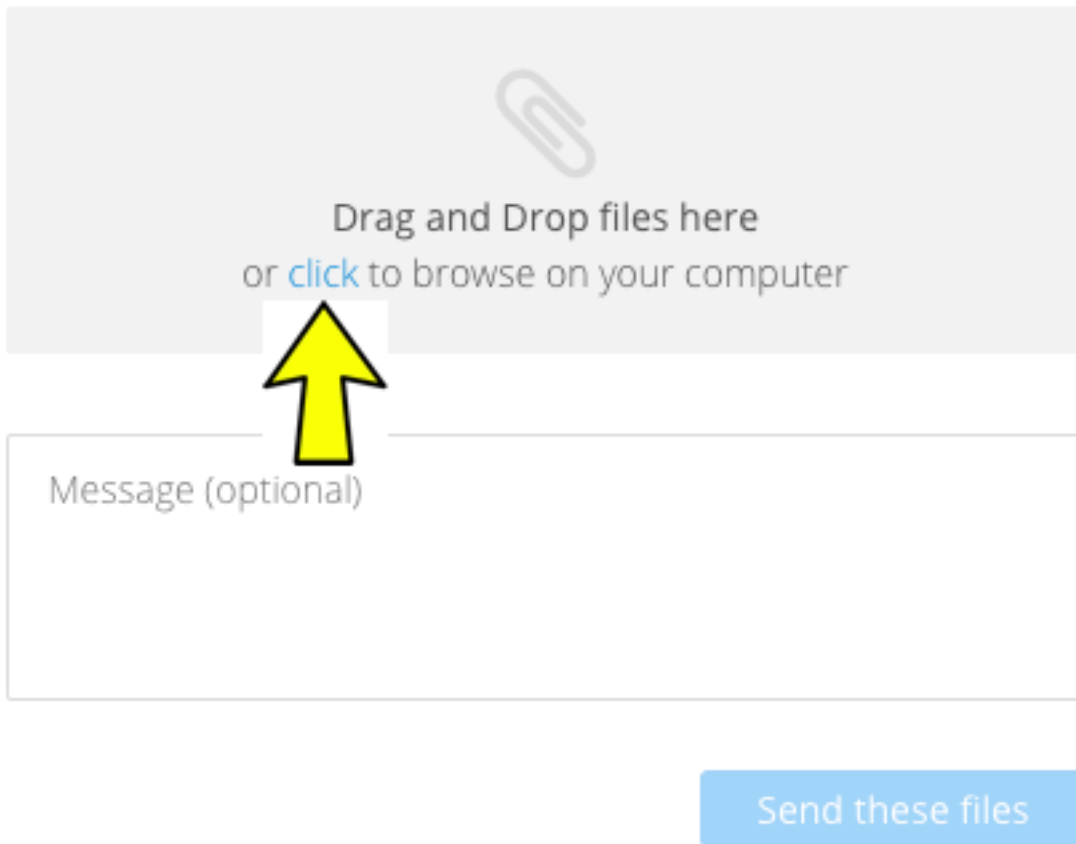
Star Command|



By continuing, I agree that I will not upload malware, unlawful materials or content that violates the intellectual property rights of others, and my failure to abide by this agreement shall subject me to all legally permissible remedies at Egnyte's disposal.



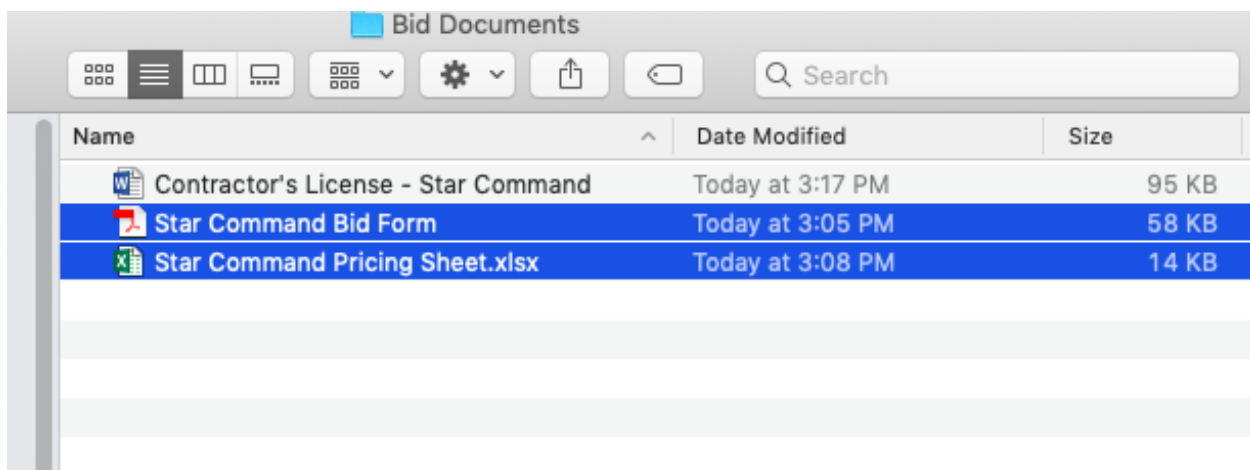
Attach the files you would like to send to Joshua Makely






Drag and Drop files here
or [click](#) to browse on your computer




Message (optional)

Send these files



Name	Date Modified	Size
 Contractor's License - Star Command	Today at 3:17 PM	95 KB
 Star Command Bid Form	Today at 3:05 PM	58 KB
 Star Command Pricing Sheet.xlsx	Today at 3:08 PM	14 KB

Drag and drop or [click](#) to add more files







-  Star Command Bid Form.pdf | 
-  Star Command Pricing Sheet.xlsx | 14.1KB

If you need to add more files do so by selecting the option here.

Message (optional)

Send these files

Drag and drop or [click](#) to add more files

-  Star Command Bid Form.pdf | 56.6KB 
-  Star Command Pricing Sheet.xlsx | 14.1KB 
-  Contractor's License - Star Command.docx | 93KB 

Bid Form and Excel Pricing Page (if applicable) from Star Command.

Include as optional

Contractor's License also attached.

 Send these files



3 files sent to Joshua Makely

All files sent have been scanned for viruses - none were detected

You may now close this window