



Notice of Addendum No. 2

Date of Addendum No. 2: January 19, 2023

**Arlington Public Schools
Procurement Office**

Request for Proposal 82FY23

| | |
|---|--|
| Request for Proposal Title: | Secondary Mathematics Select Courses |
| Request for Proposal Number: | 82FY23 |
| Request for Proposal Issue Date: | December 21, 2022 |
| Pre-Proposal Conference: | January 6, 2023 (Refer to Request Title Page 2) |
| Proposal Due Date and Time: | January 24, 2023, No Later Than 11:59 P.M. (EST) |
| Procurement Office Representative: | Danielle Godfrey Assistant Director of Procurement (703) 228-6126, danielle.godfrey@apsva.us |

Modifications to the RFP: The following modifications in Section X. Appendix E – Sample Form Agreement, Section XI. Appendix F - Pricing Schedule – Professional Learning and Coaching and a separate editable Section XII. Appendix G. Technical Requirements Part I and Part II. Revisions are made to RFP 82FY23 through Addendum No.2. Modifications are highlighted in **red** for additions and **black** for deletions.

**DELETE Section X. Appendix E – Sample Form Agreement
Section XI. Appendix F - Pricing Schedule – Professional Learning and Coaching and
Section XII. Appendix G. Technical Requirements Part I and Part II.**

**REPLACE WITH Section X. Appendix E – Sample Form Agreement
Section XI. Appendix F - Pricing Schedule – Professional Learning and Coaching and
Section XII. Appendix G. Technical Requirements Part I and Part II.**

Q1. Will the initial contract be for three years, or one year with two renewals?

A1. Please see the Contract Term Amended in Addendum No. 2 from one year with two one-year renewals to a Contract Term of three (3) years.

Q2. During the meeting, it was clarified that the contract will be for three years. The Professional Learning and Coaching pricing schedule in Appendix F shows rows for 'initial contract term' following by 'Renewal Contract Term 1' and 'Term 2'. To confirm, is the 'initial contract term' 1 year?

A2. The contract term is three (3) years. Please see Addendum No.2 for the revised Appendix F. Pricing Schedule - Professional Learning and Coaching.

Q3. In the same table, professional learning is shown as 'included with subscription' - does this mean onsite and virtual professional learning is to be included in the license price for year 1? If this is the case, then the first pricing table in Appendix F would reflect pricing for 3- year license + professional learning for year 1, while year 2 and 3 professional learning is priced separately - is this correct?

A3. Pricing must be for the three (3) year contract. If the pricing for the implementation of the contract year 1 is different for years 2 and years 3, please indicate that in Addendum No.2 the revised Appendix F. Pricing Schedule - Professional Learning and Coaching.

Q4. Could we list additional professional development options in the Additional Resources pricing table in Appendix F?

A4. Additional Professional Learning and Coaching should be included in Addendum No.2 revised Appendix F. Pricing Schedule -Professional Learning and Coaching.

Q5. Would it be possible to receive editable versions of both Part I and Part II of Appendix G for RFP 82FY23?

A5. Yes. Please see Addendum No. 2 for the editable version of Appendix G Part I and Part II. However, if it is discovered an Offeror has made changes to either Part 1 or Part 2 of Appendix G, the Offeror's Proposal will be rejected and not considered for Contract award.

Q6. The link in Appendix G to the Math Process Goals does not appear to be working? Could you please confirm the weblink?

A6. The Virginia Department of Education (VDOE) has redesigned their website, and the links provided under "Functional Requirements" that include access to VDOE materials no longer work. The link for the "sequencing of the VA Mathematics Standards of Learning" is no longer available as a new link. Please see the updated links in Addendum No.2.

Q7. In Appendix G Part I Section C, the requirements do not seem to reference anything related to assessments (summative, formative, etc.), but rather training and progress monitoring. Are these items then just referring to assessment-specific PL and training?

A7. Please see Addendum No.2 revised Appendix XII. Appendix G -Functional Requirements.

Q8. For the Secondary Math Select Courses RFP, Appendix G, Part I's requirements for Section c, Assessments - Formative and Summative, list professional learning requirements. Could APS provide the assessment requirements?

A8. Please see Addendum No.2 revised Appendix XII. Appendix G -Functional Requirements.

Q9. For the Secondary Math Select Courses RFP, page 19, tab 2 section 1.a mentions the Special Provisions Sections E.1-E.3, Technical Proposal Instructions. Please clarify this is referring to Section DI on pages 10-11?

A9. Yes, section "DI" in the RFP, refers to the Special Provisions Sections E.1-E.3. Please see Addendum No.3 revised Special Provisions Section E. Technical Proposal Instructions.

Q10. We are not a publisher per se (i.e., we do not publish textbooks). Will you accept a response from an offeror that is not a publisher? If so, do we need to fill and sign the Publisher's Certification and Agreement (Appendix I) and Appendix J?

A10. Yes. We would accept a response from an Offeror that is not a Publisher. Completion of Appendix I. Publisher's Certification and Agreement and Appendix J. Author(s)/ Editor(s) and Content Review Expert Information is required, please see Addendum No. 2 Appendix I. Publisher's Certification and Agreement.

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 82FY23 Secondary Mathematics Select Courses

Contract 82FY23, for the provision of Secondary Mathematics Select Courses (the Work”) is entered into as of the date the Procurement Agent signs this Agreement, this _____ day of _____, 2023; 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)~~ **thirty-six (36)** 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 two (2) 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~~ **Contract Term.**

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 #82FY23 and all modifications properly incorporated into the
- 2 Agreement 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: Mr. Carl Seward
 Academics Office
 Supervisor of Secondary Mathematics
 Arlington Public Schools
 2110 Washington Blvd.
 Arlington, Virginia 22204
 carl.seward@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: | _____ |

X. Appendix F

Pricing Schedule- Professional Learning and Coaching

| Product | Description (Note: Offeror to Provide Details- description of and the number of Professional Learning and Coaching sessions included in each year of the three (3) year the Subscription), and also the number of sessions to be provided during the two (2) Renewal Contract An Additional Professional Learning and Coaching line is provided for any line items outside of the Subscription. Professional Learning & Coaching is to be provided for an estimate number of Two Hundred (200) Teachers. | UOM | In Person | Virtual | Subscription Length (years) | Contract Price | Gratis(Y/N), provide details |
|--|---|-----|-----------|---------|-----------------------------|-----------------------------------|------------------------------|
| Professional Learning and Coaching Throughout the Initial Contract Term Year One (1) | See Note above | | | | 1 | Included with Subscription | |
| Professional Learning and Coaching During Renewal Contract Term One (1) Year Two (2) | See Note Above | | | | | | |
| Professional Learning and Coaching During Renewal Contract Term Two (2) Year Three (3) | See Note Above | | | | | | |
| Additional Professional Learning and Coaching Throughout Each Year of the Contract Term | | | | | | | |

X. Appendix F

Pricing Schedule- Professional Learning and Coaching

| Product | Description (Note: Offeror to Provide description and the number of Professional Learning and Coaching sessions included in each year of the three (3) year Subscription) An Additional Professional Learning and Coaching line is provided for any line items outside of the Subscription. Professional Learning & Coaching is to be provided for an estimated number of Two Hundred (200) Teachers. | UOM | In Person | Virtual | Subscription Length (years) | Contract Price | Gratis(Y/N), provide details |
|--|--|-----|-----------|---------|-----------------------------|----------------|------------------------------|
| Professional Learning and Coaching Contract Term Year One (1) | See Note above | | | | | | |
| Professional Learning and Coaching Contract Term Year Two (2) | See Note Above | | | | | | |
| Professional Learning and Coaching Contract Term Year Three (3) | See Note Above | | | | | | |
| Additional Professional Learning and Coaching Throughout Each Year of the Contract Term | | | | | | | |
| | | | | | | | |

I. Special Provisions

D.I.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, digital, etc., received by May 31, 2023, and the initial professional learning and coaching delivered throughout July and August 2023.
 3. Offeror should identify any difficulties it anticipates of having the Resources, digital and print, etc., received by May 31, 2023, and the initial professional learning and coaching delivered throughout July and August 2023, 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.

XIV. Appendix I

Publisher (Publisher or Non-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 | Course |
|---|--------------|-------------|------------------|---------------|
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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)

Addendum No. 2 must be signed, dated and submitted via the secure cloud-based file sharing platform specified in the RFP prior to the Proposal Due Date and Time stated above OR acknowledgment of receipt of this Addendum may be noted on the Request.

Name of Offeror: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Issued By:

Danielle Godfrey

Assistant Director of Procurement

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