



COMMONWEALTH OF VIRGINIA

County of Henrico

RFP No. 21-2158-4EMF

DEPARTMENT OF FINANCE
Oscar Knott, CPP, CPPO, VCO
Purchasing Director

May 7, 2021
Request for Proposal (“RFP”)
Software and Support for Academic Credit
Recovery for Henrico County Public Schools
County of Henrico, Virginia

Your firm is invited to submit a proposal to provide Software and Support for Academic Credit Recovery for Henrico County Public Schools in accordance with the enclosed Specifications and General Terms and Conditions. Pursuant to Section 2.2-4304 of the Code of Virginia, this procurement is a cooperative procurement being conducted on behalf of Henrico County and other public bodies.

Your firm’s proposal submittal, **consisting of one (1) complete electronic copy and one (1) redacted electronic copy (if applicable) in a “pdf” format**, will be received no later than **June 3, 2021 at 2:00 p.m.** by submission through the Commonwealth of Virginia’s electronic procurement platform [eVA](#).

Time is of the essence, and any offeror that attempts to submit a proposal after the appointed hour for submission, will be unable to, because eVA automatically closes the solicitation at the appointed time. The time of receipt shall be determined by the time clock in eVA. Offerors are responsible for ensuring that their proposals are submitted in eVA by the deadline indicated.

Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. On the contrary, all responsible offerors are encouraged to submit proposals. The County of Henrico reserves the right to accept or reject any or all proposals submitted.

Pursuant to Henrico County Code Section 16-43, the award will be made by the Purchasing Director.

This RFP and any addenda are available on the County of Henrico website at: <http://henrico.us/finance/divisions/purchasing>, and on eVA at <https://eva.virginia.gov/>.

Should you have any questions concerning this RFP, please contact Eileen M. Falcone at **fal51@henrico.us no later than 1:00 p.m. on May 20, 2021.**

Very truly yours,
Oscar Knott, CPP, CPPO, VCO
Purchasing Director

Eileen M. Falcone
Assistant Division Director

I. INTRODUCTION

A. Purpose

It is the intent and purpose of this Request for Proposal (RFP) and the resulting contract to obtain the services of a qualified offeror for software and support for an academic credit recovery integrated digital curriculum that is specifically aligned with Virginia Standards of Learning (SOLs). Henrico County Public Schools (hereafter referred to as HCPS) is looking for a comprehensive, integrated, full-featured program designed using a web-based architecture. This is intended to be used at all comprehensive high schools, alternative settings, select middle schools and for students at home for remediation, enrichment, credit recovery, credit rescue, credit accrual, test preparation and blended learning.

B. Background

HCPS consists of 73 schools: 46 elementary schools (grades K-5), 12 middle schools (grades 6-8), 9 high schools (grades 9-12), 2 technical centers, 3 program centers and one preschool. With a current enrollment of approximately 50,000 HCPS is known for educational excellence.

In 2001, HCPS embarked on a Teaching and Learning Initiative in which all students and teachers in grades 9-12 received a laptop for use at school and home. Also at this time, HCPS began supplementing the printed textbook curriculum with digital curriculum developed by teachers and specialists within the district. Since that time, the program has expanded to provide laptops and digital curriculum to students and teachers in grades 6-8. The elementary schools all students have an assigned Chromebook for each student in grades 1-5 and assigned iPads for each student in grades Pre-K to K for instructional use.

Current Teaching and Learning Environment:

In 2010, the Department of Secondary Education developed a plan to provide HCPS with opportunities for academic credit recovery, credit rescue, credit accumulation, remediation, test preparation, and intervention. Due to the push to increase on-time graduation rates in Virginia school districts, the Virginia Department of Education (VDOE) supported dropout prevention programs for grades 6 through 12.

At this time, a primary emphasis was placed on the promotion of credit recovery initiatives for over age middle and high school students statewide. During this time, our primary focus had been using the credit recovery courses in our high schools to increase on-time graduation rates. The program currently serves over 1,500 HCPS students a year. Currently, we have 8 licensed teachers at 9 of our comprehensive high schools serving as facilitators for on-line learning. We have 8 licensed teachers at 3 of our program centers. One of our program centers uses the on-line program as the primary instruction for their students.

Since 2010 our on-line program has continued to grow and support more of our students. Using this digital curriculum, we have been able to support students in areas such as world languages, CTE courses, test preparation, academic interventions, and credit accrual courses. Henrico County Public Schools 2015 Strategic Plan states that the traditional classroom will become an option for learning, not the required learning environment for all students. Students will have the flexibility to complete coursework in a manner most conducive to their learning needs. Henrico will continue to be an educational leader and innovator in the use of technology as a tool for teaching and learning.

II. SCOPE OF SERVICES

The Successful Offeror shall provide all labor, materials, equipment, supervision, and project management necessary to implement a web-based digital curriculum solution for grades 6-12. The proposed solution shall meet the following minimum requirements:

A. General Requirements:

1. Align with the Virginia Standards of Learning (SOL's);
2. Each course in the proposed solution shall conform to the requirements of Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 1998.
3. Courses shall serve exceptional education students under the Individuals with Disabilities Education Improvement Act (IDEIA) regulations.
4. Courses must allow compatibility with support programs for students requiring accommodations such as text to speech, highlighting, read aloud, translation, closed captioning, etc.
5. All courses shall be designed to address a variety of learning styles and preferences. Instructional differentiation shall be built in, either by automated elements of the course or by instructor option.
6. Each course shall utilize media-rich content and learning objectives including but not limited to video, audio, animations, and simulations.
7. Courses shall contain elements in which the students will participate in active interaction with the course content as opposed to passive reception of content.
8. Courses shall feature modern pedagogical strategies that include higher order thinking skills, real world application and collaborative practice.
9. Student assessments in all courses should be consistent with the course objectives and should include appropriate performance tasks that go beyond repeated objective assessment items.
10. The proposed solution shall be one that has in person and virtual learners; based anywhere with internet access in mind rather than a traditional textbook consumer. The content must be rich in multimedia, interactive in nature and sufficiently compelling to lead the student in a self-directed manner.

B. Functional Requirements

1. Courses shall include a full digital curriculum solution for grades 6 through 12 of core content areas in addition to elective offerings.
 - a. Middle School core content courses shall include:
 1. *Math 6,7,8
 2. *English 6,7,8
 3. Science 6
 4. Physical Science
 5. Life Science
 6. U.S. History to 1877

7. U.S. History from 1877 to Present
 8. Civics and Economics
- *Math and English courses shall be sequential

b. High School core content courses shall include:

1. Pre-Algebra
2. Algebra I
3. Geometry
4. Algebra II
5. Algebra Functions and Data Analysis
6. Earth Science
7. Biology
8. Biology II
9. Chemistry
10. Physics
11. English 9,10,11, and 12
12. World History I
13. World History II
14. U.S. and Virginia History
15. U.S. Government

c. Elective Courses at a minimum shall include:

1. World Languages
 2. Health
 3. Career Exploration
 4. Business and Technology
2. Include test preparation courses aligned with the Virginia Standards of Learning (SOL's) in English, Math, Science and Social Studies.
 3. Include remediation opportunities which include supplemental activities, such as access to online content to reinforce applicable learning objectives.
 4. Provide courses that shall be designed such that the full content of the course is resident within the course electronically, with no required textbooks or software. Supplemental materials should be in an online electronic format requiring no additional licensing or media distribution by the school division.
 5. Access for designated facilitators to provide any student a diagnostic assessment(s) that will generate a learning path of course content based on the results of the assessment (prescriptive).
 6. Be delivered over any home or school-based WiFi wireless connections through the student's HCPS devices web browser.
 7. Provide access for teachers and students 24 hours a day, 7 days a week with pre-communicated down times.
 8. Align vertically allowing teachers to show curricular relationships across grades to adapt instruction for differentiation.
 9. Support current research on effective teaching methods to improve student learning.

10. Quizzes, tests, and exams should include formative and summative assessments and include randomly generated questions to ensure integrity of the assessments for students who may retake due to non-mastery.
11. Provide HCPS the control to set passing thresholds (scores) and re-take opportunities on assessments.
12. Provide the teacher the ability to review options based on student weaknesses before summative assessments, as well as the ability for the teacher to monitor and lock certain provisions of the instructional program, thus allowing student completion solely under the direct supervision of the teacher.
13. Include a feature that enables teachers to upload self-authored lessons, projects, digital content, or external resources into a digital course and manage the design of the course including this uploaded content.
14. Include functionality that allows teachers to create their own assessment items to be included in the course assessments.
15. Include program embedded student note-taking capabilities, which will allow teachers to monitor and check notes.
16. HCPS manages credit recovery at each school with specific credit recovery instructors. These instructors manage and track progress of the assignment of course work to students. The instructor and student are not scheduled to a course in the Student Information System. The proposal should provide a detailed explanation of the setup required for making a user a credit recovery instructor at a school and how they would find students in the system and be able to assign and track coursework and progress for the student.
17. The proposed solution must have the following reporting features:
 - a. View student progress toward on-time completion of the course and student's grade status.
 - b. Allow district-level personnel to review district wide progress and site-based progress in a single comprehensive report.
 - c. The ability for teachers to modify the grade calculation for a final grade to include averaging of various completed activities.
 - d. The ability to include outside supplemental activity grades from the teacher into the final grade calculation.

C. Technical Specifications

The proposed solution shall meet the following minimum requirements:

1. User Interface
 - a. Browser Support – the proposed solution shall:
 - i. Have compatibility with the current versions of multiple browsers- at minimum, current versions of Edge, Safari, and Chrome browsers.
 - ii. Maintain compatibility with listed browsers and future versions/updates/releases of the listed browsers for the duration of the contract.
 - iii. Only require standard browser plugins.
 - b. The proposed solution will be compliant with the Americans with Disabilities Act requirements for accessibility.

- c. The proposed solution shall be delivered over any home or school based WiFi wireless connection through the students HCPS web browser.
 - d. The proposed solution shall provide an intuitive user interface that allows for ease of use by teachers and students.
 - e. The proposed solution shall support mobile technology including but not limited to the specific mobile devices currently used in HCPS (iOS, Chromebooks, and Android Platforms)
2. Web Accessibility
- a. The solution shall be accessible to persons with disabilities, including:
 - i. Blindness, color blindness, visual impairment
 - ii. Deafness, hearing impairment
 - iii. Speech impairment
 - iv. Mobility, strength, dexterity, or reach impairment.
 - b. The solution shall support the use of commonly available screen readers.
 - c. The solution shall comply with Federal Web Accessibility Standards (part of Section 508 of the Rehabilitation Act).
 - d. The solution shall meet Level A and Level AA guidelines as specified by the W3C's WCAG 2.0 guidelines.
3. Infrastructure and System Administration
- a. The proposed solution shall be deployed on servers and equipment hosted or administered by the Successful Offeror. Hosting the solution on a 3rd party, such as Amazon or Azure, is acceptable.
 - b. The proposed solution will provide a secure, web-based system for data in transit and at rest.
 - c. Successful Offeror will document compliance with all local, state, and federal laws related to student data privacy.
 - d. The proposed solution shall contain neither commercial content nor serve as a vehicle to market goods and services.

D. Device and Software Specifications

The proposed solution shall be currently compatible with the following minimum computer specifications as well as maintaining compatibility with updates/patches/versions of listed software for the duration of the contract (at a minimum beginning with the versions listed below).

1. Staff District-wide; All High, Middle Students and limited numbers for Elementary Students
- a. Windows Laptop
 - i. Software
 - 1. OS – Windows 10, 1903 or higher: 64-bit
 - 2. Browsers – Google Chrome 86.x or above; Microsoft Edge 89.x or above
 - 3. Java – 1.8.0_251 or above
 - 4. PDF Reader - embedded within Chrome and Edge.
 - 5. Adobe Reader - standalone application
 - 6. Adobe Shockwave – 12.2 or above
 - 7. O365 Pro Plus
 - ii. Hardware:
 - 1. Latitude 3380s model:
 - a. Specifications
 - i. Display - 13.3-inch HD Anti-Glare LED with integrating webcam and noise reducing array microphone.
 - ii. Hard drive - 128GB SSD
 - iii. Processor - 2.50 GHz Intel® i5 -Dual Core
 - iv. Memory - 8GB DDR3 SDRAM
 - v. Graphics Card – 128MB Dedicated VRAM; 1366X768 - Native Resolution
 - vi. Network Connections: Built-in Wireless Card (802.11ac) and 10/100/1000 Gigabit Ethernet

- b. Other:
 - i. Stereo headphone/Microphone combo jack
- 2. Latitude 5420 model:
 - a. Specifications
 - i. Display - 14" FHD (1920x1080) Non-Touch, Anti-Glare, IPS, 250nits, WLAN/WWAN, HD Camera
 - ii. Hard drive – 128GB PCIe NVMe Class 35 SSD
 - iii. Processor – 11th Generation Intel® Core™ i3-1125G4 (4 Core, 8M cache, base 2.0GHz, up to 3.7GHz)
 - iv. Memory – 8GB DDR4 Non-ECC
 - v. Network connections - Intel® Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.1
 - vi. Graphic cards - i3-1125G4 Trans, Intel UHD Graphics, Thunderbolt
- 3. Latitude 3310 model
 - a. Specifications:
 - i. Display – 13.3" HD (1366 x 768) Anti-Glare Non-Touch, Camera & Microphone, WLAN Capable
 - ii. Hard drive – 128GB PCIe NVMe Class 35 SSD
 - iii. Processor – 8th Generation Intel® Core™ i5-8265U Processor (4 Core, 6MB Cache,1.6GHz,15W)
 - iv. Memory – 8GB DDR4 Non-ECC
 - v. Network Connections - Intel Dual Band Wireless Driver 9560 (802.11ac) 2x2 + Bluetooth 5.0; Intel® Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0
 - vi. Graphics card - Intel® Core™ i3-8145U Processor w/Intel® HD Graphics 620
- 4. Latitude 3180 Education model – Elementary Carts:
 - a. Specifications:
 - i. Display - 11-inch HD with integrated webcam
 - ii. Hard drive - 64GB eMMC Storage - Hard drive
 - iii. Processor - Intel® Pentium® N4200
 - iv. Memory - 4GB 1600MHz LPDDR3
 - v. Video Card – Intel integrated HD graphics 4600
 - vi. Network Connections – Intel Dual Band Wireless-AC 7265 802.11AC Wi-Fi + BT 4.0 LE Wireless Card (2x2)
 - b. Other:
 - i. 2 speakers
 - ii. 1 Combo headphone/microphone jack
 - iii. USB card reader
- b. Chromebooks (primary device for elementary students; Grades 1st-5th)
 - i. Software
 - 1. Chromium OS 86.x+ or above
 - ii. Hardware:
 - 1. Dell Chromebook 3180 (touch & non-touch):
 - a. Specifications:
 - i. Display - 11.6-inch HDF
 - ii. Hard drive - 16GB eMMC
 - iii. Processor - Celeron N3060
 - iv. Memory - 4GB

- v. Video Card - Intel integrated HD graphics 4600
 - vi. Network - Built-in Wireless Card (802.11a/g/n)
 - b. Other:
 - i. 2 speakers
 - ii. Headphone/Microphone jack
 - iii. Integrated webcam
- 2. Dell Chromebook 3100 (touch & non-touch):
 - a. Specifications:
 - i. Display - 11.6" HD (1366 x 768) Anti-Glare Non-Touch, Camera & Microphone, WLAN Capable - Display
 - ii. Hard drive - 16GB eMMC
 - iii. Processor - Intel Celeron N4020 (Dual Core, up to 2.8GHz, 4M Cache, 6W) 1 USB Type-C, 1 USB 3.1
 - iv. Memory - 4GB 2400MHz LPDDR4 Non-ECC
 - c. iOS Devices – Elementary (primary device PreK-K) and Secondary
 - 1. Software
 - i. iOS version - 14.x
 - ii. Safari browser
 - iii. Hardware (Based on iPad MR7F2LL/A)
 - iv. Specifications:
 - v. Display - 9.7-inch (diagonal) LED-backlit, multi-touch with IPS technology
 - vi. Storage – 32GB
 - vii. Wireless-A, Wireless-AC, Wireless-B, Wireless-G, Wireless-N
 - viii. Bluetooth 4.2 Technology
 - ix. Camera, Photos, and Video Recording
 - 2. The proposed solution will be web-based that only requires standard browser plug-ins. Proprietary plug-ins will not be accepted.
 - 3. The proposed solution will provide a means to identify the individual or client using the application, authenticate the individual and determine the permissions and rights granted to that individual.
 - 4. HCPS will have the ability to submit requests for alteration of the digital curriculum content (including additional supporting data, modification of current data, or removal of data deemed inappropriate by HCPS) via email or web-based forms embedded in the digital content.
 - 5. The proposed solution shall be accessible using Microsoft Edge and/or Google Chrome.
 - 6. The proposed solution shall provide methods for user account administration that are easy to use and maintain.
 - 7. The proposed solution for account administration must accommodate at a minimum 25,000 students and 5,000 staff with a week-to-week delta of 10%.
 - 8. The proposed solution shall not require intervention of account creation or maintenance by HCPS staff.

9. Any requirements for student, staff, or school information must be supported through a common specification. The exchange of data must be through a common protocol and not require the installation of vendor specific software in the HCPS internal infrastructure. HCPS supports the following means of exchanging student information in order of preference:
 - a. Exchange of information through Clever - a third party vendor for exchanging common data for school systems.
 - b. APIs to the HCPS SIS (PowerSchool)
 - c. LTI via HCPS' LMS (Schoology)
 - d. File exchange to a vendor supported sftp server.
10. The proposed solution must allow for course assignments to be managed by a district level or school administrator and not be managed by automated rostering through the automated interface.
11. The Successful Offeror shall not charge additional fees to HCPS for data integration.
12. The proposed data exchange solution must be described in detail in the Offeror's response. The proposed solution must also include limitations the Offeror has such as the number of teachers for a class and the number of schools associated with teachers and students.
13. Solutions that allow for seamless integration of their product through the IMS Global interoperability standards are preferred.
16. The proposed solution must support a single sign-on solution that does not require staff and/or students to have a separate account or password for accessing the vendor's application. Azure Authentication is HCPS's preferred SSO solution. LDAP and Clever SSO are also supported.
17. The proposed solution shall have the functionality to collect data for students over multiple semesters, courses, and academic years with the ability to maintain information throughout the K-12 experience.
18. The proposed solution will comply with the web accessibility initiative standards endorsed by the W3C (or World Wide Web standards consortium).

E. Network Overview

1. Location WAN Circuit Bandwidth
 - a. 1 Gbps or greater Comcast ENS Data WAN Circuit to High Schools.
 - b. 1 Gbps or greater Comcast ENS Data WAN Circuit to Middle Schools.
 - c. 500 Mbps or greater Comcast ENS Data WAN Circuit to Elementary Schools.
 - d. 100 Mbps or greater Comcast ENS Data WAN Circuit to remote Administrative sites.
2. Data Center WAN Circuit Bandwidth
 - a. 20 Gbps Comcast ENS Backbone WAN connectivity between; Comcast and the Data Center facility.
3. District Internet Bandwidth
 - a. (2) 8 Gbps Comcast ENI circuits to provide a total district bandwidth of 16 Gbps of Internet Service to the Data Center which is then distributed to the entire district via the size and type of WAN circuits listed above.
4. Firewall Protection
 - a. Cisco Firepower 9300 series Firewalls.

5. Local Area Network and Wireless Infrastructure

- a. All Schools/Sites utilize either 1 Gbps or 10 Gbps fiber backbone connections between their MDF & IDF's network closets.
- b. All Schools/Sites utilize a combination of Lightweight or Cloud-Controlled wireless access points capable of supporting the IEEE 802.11 ac wireless standard and are connected at 1 Gbps, or greater, to Cisco Catalyst 9200 & 9300 series POE switches.

F. Maintenance and Support

- 1. Successful Offeror shall describe fully the no-charge service period from the date of the last installation and provide a schedule of costs for service after the no-charge period.
- 2. The Successful Offeror shall provide help desk support to HCPS 24-hours 7 days a week, at a minimum from 8 am until 5 pm EST, Monday through Friday.
- 3. The Successful Offeror shall provide two direct toll-free numbers and points of contact. Tier one for standard users and tier two for System Administrators and Database Administrators.
- 5. The proposed solution shall have the capability of determining deltas that can be automatically updated.

G. Professional Development and Training

- 1. Forty hours of on-site professional development to be distributed at the discretion of the HCPS project manager. HCPS reserves the right to assign the number of staff to be trained during each training session.
- 2. Training for teachers and staff in its use and effective facilitation, and access to continuous technical support provided by Successful Offeror through webinars, teleconferences, and face-to-face presentations.

H. Delivery

Delivery of the final, operational product must occur by September 1, 2021. The goal of HCPS is to have digital content available at the beginning of the 2021-22 school year.

III. COUNTY RESPONSIBILITIES

The County will designate an individual to act as the County's representative with respect to the work to be performed under this contract. Such individual shall have the authority to transmit instructions, receive information, and interpret and define the County's policies and decisions with respect to the contract.

IV. ANTICIPATED PROCUREMENT SCHEDULE

The following represents the timeline of the process currently anticipated by the County:

Request for Proposal Distributed	May 7, 2021
Questions Due	May 20, 2021; 1:00 p.m.
Receive Written Proposals	June 3, 2021; 2:00 p.m.
Conduct Oral Interviews with Offerors	June 2021 date TBD
Negotiations Completed	July 2021
Award Contract	August 2021
[Installation/Services] Begin	September 1, 2021

V. GENERAL CONTRACT TERMS AND CONDITIONS

A. Annual Appropriations

The contract resulting from this procurement ("Contract") shall be subject to annual appropriations by the Henrico County Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The Successful Offeror ("Successful Offeror" or "Contractor") shall not be entitled to seek redress from the County or its elected officials, officers, agents, employees, or volunteers should the Board of Supervisors fail to make annual appropriations for the Contract.

B. Award of the Contract

1. The County reserves the right to reject any or all proposals and to waive any informalities.
2. The Successful Offeror must, within fifteen (15) calendar days after Contract documents are presented for signature, execute and deliver to the Purchasing office the Contract documents and any other forms or bonds required by the RFP.
3. The Contract resulting from this RFP is not assignable
4. Notice of award or intent to award may also appear on the Purchasing Office website: <http://henrico.us/finance/divisions/purchasing/>.

C. Collusion

By submitting a proposal in response to this Request for Proposal, each Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. § 1 et seq.) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

D. Compensation

The Successful Offeror must submit a complete itemized invoice for services that are performed under the Contract. The County shall pay the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

E. Controlling Law and Venue

The Contract will be made, entered into, and shall be performed in the County and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflicts of law principles. Any dispute arising out of the Contract, its interpretations, or its performance shall be litigated only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

F. Default

1. If the Successful Offeror is wholly responsible for a failure to perform the Contract (including, but not limited to, failure deliver services, failure to complete implementation, or if the services fail to perform as specified herein), the County may consider the Successful Offeror to be in default. In the event of default, the County will provide the Successful Offeror with written notice of default, and the Successful Offeror shall provide a plan to correct the default within 20 calendar days of the County's notice of default.
2. If the Successful Offeror fails to cure the default within 20 days, the County, among other actions, may complete the Contract work through a third party, and the Successful Offeror shall be responsible for any amount in excess of the Contract price incurred by the County in completing the work to a capability equal to that specified in the Contract.

G. Drug-Free Workplace to be Maintained by the Contractor (VA. Code §2.2-4312)

1. During the performance of 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.
2. 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 in accordance with the Virginia Public Procurement Act, the employees of whom 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.

H. Employment Discrimination by Contractor Prohibited

1. Contractor certifies to the County of Henrico, Virginia that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E). During the performance of this Contract, the Contractor agrees as follows (Va. Code § 2.2-4311):
 - a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating 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.
2. The Contractor will include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

I. Employment of Unauthorized Aliens Prohibited

As required by Virginia Code §2.2-4311.1, the Contractor does not, and shall not during the performance of this agreement, in the County of Henrico, Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

J. Ethics in Public Contracting

Contractor certifies that its proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with its proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

K. Antitrust

By entering into a contract, the Successful Offeror conveys, sells, assigns, and transfers to the County of Henrico, Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services purchased or acquired by the County under the contract.

L. Testing and Inspection

The County reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications.

M. Assignment of Contract

A contract shall not be assignable by the Successful Offeror in whole or in part without the written consent of the County

N. Indemnification

The Successful Offeror agrees to indemnify, defend and hold harmless the County(including Henrico County Public Schools), and the County's officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the County's sole negligence.

O. Insurance Requirements

The Successful Offeror shall maintain insurance to protect itself and the County and the County's elected officials, officers, agents, volunteers and employees from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of services under the Contract, whether such services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. **(Attachment E)**.

P. No Discrimination against Faith-Based Organizations

The County does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.

Q. Offeror's Performance

1. The Successful Offeror agrees and covenants that its agents and employees shall comply with all County, state and federal laws, rules and regulations applicable to the business to be conducted under the Contract.
2. The Successful Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
3. The Successful Offeror shall cooperate with County officials in performing the Contract work so that interference with the County's normal operations will be held to a minimalized.

4. The Successful Offeror shall be an independent contractor and shall not be an employee of the County.

R. Ownership of Deliverable and Related Products

1. The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.
2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.
3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the County.

S. Record Retention and Audits

1. The Successful Offeror shall retain, during the performance of the Contract and for a period of five years from the completion of the Contract, all records pertaining to the Successful Offeror's proposal and any Contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the County on demand and without advance notice during the Successful Offeror's normal working hours.
2. County personnel may perform in-progress and post-audits of the Successful Offeror's records as a result of a Contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.

T. Severability

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

U. Minority-, Woman-, Service Disabled Veteran-Owned, Small Businesses and Employment Services Organizations

It is the policy of the County to actively seek out and provide contracting opportunities to minority-, woman-, service disabled veteran-owned, small businesses and employment services organizations in procurement transactions made by the County.

The County strongly encourages all suppliers to respond to Invitations for Bids and Request for Proposals and supports the use of minority, woman-, service disabled veteran-owned, small businesses and employment services organizations for sub-contracting opportunities.

All formal solicitations are posted on the Commonwealth of Virginia eVA and the County's internet site at <http://henrico.us/finance/divisions/purchasing/> and may be viewed under the Bids and Proposals link. Construction related solicitations are located on eVA and County internet sites and on ProcureWare at <https://henrico.procureware.com/home>.

V. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Successful Offeror desires to subcontract some part of the work specified in the contract, the Successful Offeror shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Successful Offeror shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

W. Taxes

1. The Successful Offeror shall pay all County, state, and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Such taxes shall not be in addition to the Contract price between the County and the Successful Offeror because the taxes shall be solely an obligation of the Successful Offeror and not the County, the County shall be held harmless for same by the Successful Offeror.
2. The County is exempt from the payment of federal excise taxes and the payment of state sales and use tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

X. Termination of Contract

1. The County reserves the right to terminate the Contract immediately in the event that the Successful Offeror discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
2. Failure of the Successful Offeror to comply with any section or part of the Contract will be considered grounds for immediate termination of the Contract by the County.
3. Notwithstanding anything to the contrary contained in the Contract between the County and the Successful Offeror, the County may, without prejudice to any other rights it may have, terminate the Contract for convenience and without cause, by giving 30 days' written notice to the Successful Offeror.
4. If the County terminates the Contract, the Successful Offeror will be paid by the County for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date.

Y. County License Requirement

If a business is located in the County, it is unlawful to conduct or engage in the business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your proposal submission. If your business is not located in the County, include a copy of your current business license with your proposal submission. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

Z. Environmental Management

The Successful Offeror must comply with all applicable federal, state, and local environmental regulations. The Successful Offeror is required to abide by the County's Environmental Policy Statement: http://henrico.us/pdfs/risk/env_policy.pdf which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation. Employees of the Successful Offeror must be properly trained and have any necessary certifications to carry out environmental responsibilities. The Successful Offeror must immediately communicate any environmental concerns or incidents to the assigned County Project Manager and the County Risk Manager.

AA. Safety

1. The Successful Offeror shall comply with and ensure that the Successful Offeror's personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The Successful Offeror shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.
2. Each job site must have a supervisor who is competent, qualified, or authorized on the worksite, who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and is capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Offeror's personnel from the work site.
3. In the event the County determines any operations of the Successful Offeror to be hazardous, the Successful Offeror must immediately discontinue such operations upon receipt of either written or oral notice by the County to discontinue such practice.

BB. Authorization to Transact Business in the Commonwealth

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership or other business form must be authorized to transact business in the Commonwealth 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.
2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission (Attachment C). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law must include in its proposal a statement describing why the Offeror is not required to be so authorized.
3. An Offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a written waiver is granted by the Purchasing Director, his designee, or the County Manager.
4. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment by the County.
5. Any business entity described in subsection 1 that enters into a contract with a public body must not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.

CC. Payment Clauses Required by Va. Code §2.2-4354

Pursuant to Virginia Code § 2.2-4354:

1. The Successful Offeror shall take one of the two following actions within seven days after receipt of amounts paid to the Successful Offeror by the County for all or portions of the goods and/or services provided by a subcontractor: (a) pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or (b) notify the County and subcontractor, in writing, of the Successful Offeror's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. The Successful Offeror that is a proprietor, partnership, or corporation shall provide its federal employer identification number to the County. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror who is an individual contractor shall provide his/her social security numbers to the County.
3. The Successful Offeror shall pay interest to its subcontractors on all amounts owed by the Successful Offeror that remain unpaid after seven days following receipt by the Successful Offeror of payment from the County for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1. above.
4. Unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.
5. The Successful Offeror 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.
6. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of the County. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

DD. Contact Period

1. The contract period shall be from September 1, 2021 through August 31, 2022. Contract prices shall remain firm for the contract period.
2. The contract may be renewed for four (4) additional one-year periods upon the sole discretion of the County at a price not to exceed 3% above the previous year's prices.
3. The resulting contract should require the Successful Offeror to give at least a ninety (90) day written notice if it does not intend to renew the contract at any annual renewal.
4. The contract shall not exceed a maximum of five (5) years.

EE. Occupational Safety & Health Policy Statement

The Successful Offeror must comply with all applicable federal, state, and local occupational safety and health standards. The Successful Offeror is required to abide by the County's Occupational Safety & Health Policy Statement: https://henrico.us/pdfs/risk/h_safety_policy.pdf which emphasizes maintaining a safe and healthy work environment for all employees, volunteers, and contractors who access County property and locations. The Successful Offeror must be properly trained and have any necessary certifications to carry out occupational safety and health policy responsibilities. The Successful Offeror must immediately communicate any concerns or incidents to the assigned County Project Manager and the County Risk Manager.

FF. Tobacco – Free Requirement

County Public Schools (“HCPS”) has a tobacco-free policy on school property. Therefore, the use or display of tobacco products by the Contractor, its suppliers and/or subcontractors on school property is strictly prohibited at all times, including days and/or hours when school is not in session. This includes, but is not limited to, outdoor areas of school properties and personal or business vehicles present on school property.

“Tobacco products” include any lit or unlit cigarette (including candy cigarettes), cigar, pipe, smokeless tobacco, dip, chew, and snuff in any form. This includes electronic cigarettes, cigarette packages, smokeless tobacco containers, lighters, and any other items containing or reasonably resembling tobacco, tobacco product images and tobacco company logos, such as key chains, t-shirts, ash trays, and coffee mugs.

“School property” includes land, buildings, facilities, and vehicles owned or rented by HCPS. School property includes parking lots, playgrounds and recreational areas.

GG. Direct Contact with Students Certification

Pursuant to Va. Code § 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.

Any individual making a materially false statement regarding any such offense is guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction is grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

The County cannot award a contract to an Offeror that does not complete the Attachment F as part of their submission.

HH. Conduct

1. Fraternalization between supplier and teachers or students is strictly prohibited.
2. Use, consumption, and/or possession of any controlled substance, substances considered to be illegal, and alcohol are strictly prohibited on school grounds.
3. Cigarette smoking is prohibited on school grounds.
4. Use of vulgar, suggestive or abusive language or gestures is strictly prohibited on school grounds.
5. Use of radios/stereos or other noise producing equipment shall not be used. No weapons of any kind are allowed on school grounds.

II. Service Accessibility

Pursuant to the award of the contract and as soon as practicable but not later than September 1, 2019, the Successful Offeror shall confirm that all online content and/or web-based functionality provided is accessible to individuals with disabilities except where doing so would impose a fundamental alteration or undue burden. Accessibility will be measured according to the W3C's Web Content Accessibility Guidelines (WCAO) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 techniques for web content, which are incorporated by reference.

JJ. Cooperative Procurement

This procurement is being conducted by the County in accordance with the provisions of Section 2.2-4304 of the Code of Virginia. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this Contract. The Contractor shall deal directly with any public body it authorizes to use the Contract. The County, its officials, and its employees are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public body, and in no event shall the County, its officials, or its employees be responsible for any costs, damages or injury resulting to any party from another public body's cooperative use of a County contract. The County assumes no responsibility for any notification of the availability of the Contract for use by other public bodies, but the Contractor may conduct such notification.

VI. PROPOSAL SUBMISSION REQUIREMENTS

- A. The Purchasing Division will not accept oral proposals, nor proposals received by telephone, FAX machine, mail or hard copy submissions. Proposals will only be accepted through eVA.
- B. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.
- C. The Proposal Signature Sheet (**Attachment A**) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Division requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
- D. Reserved.
- E. The time proposals are received shall be determined by the time clock in eVA. Offerors are responsible for insuring that their proposals are submitted in eVA by the deadline indicated.
- F. By submitting a proposal in response to this Request for Proposal, the Offeror represents it has read and understands the Scope of Services and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the Contract work.
- G. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the Contract.
- H. Subject to the limitations of Va. Code § 2.2-4342(F), 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 the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342(F)). (**Attachment D**)

- I. A proposal may be modified or withdrawn by the Offeror anytime prior to the time and date set for the receipt of proposals. The Offeror shall follow the process in eVA. No proposal can be withdrawn after the time set for the receipt of proposals and for one-hundred twenty (120) days thereafter]
- J. The County welcomes comments regarding how the proposal documents and scope of services may be improved. **Offerors requesting clarification, interpretation of, or improvements to the Request for Proposal's general terms, conditions, and scope of services shall submit technical questions concerning the Request for Proposal no later than 1:00 p.m. on May 20, 2021 in writing.** Any changes to this Request for Proposals shall be in the form of a written addendum issued by the Purchasing Division and it shall be signed by the Purchasing Director or a duly authorized representative. **Each Offeror is responsible for determining that it has received all addenda issued by the Purchasing Division before submitting a proposal.**
- K. All proposals received on time shall be accepted for consideration. Proposals shall be open to public inspection only after award of the Contract.

VII. PROPOSAL RESPONSE FORMAT

- A. Offerors shall submit a written proposal that present the Offeror's qualifications and understanding of the work to be performed. Offerors must address each evaluation criterion and be specific in presenting their qualifications. The proposal should provide all the information considered pertinent to the Offeror's qualifications for this project.
- B. The Offeror should include in its proposal the following:
 - 1. Table of Contents
All pages are to be numbered.
 - 2. Tab 1 – Introduction and Signed Forms
In this tab, the following items should be provided:
 - a. Cover Letter – On company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal.
 - b. Proposal Signature Sheet – **Attachment A**
 - c. Business Classification Form – **Attachment B**
 - d. Virginia State Corporation Commission Registration Information – **Attachment C**
 - e. Proprietary/Confidential Information – **Attachment D**
 - f. Direct Contact with Students **Attachment F**
 - 3. Tab 2 – Statement of the Scope.
In this tab, Offerors, in concise terms, shall state their understanding of the Scope of Services requested by this RFP in Section II.
 - 4. Tab 3 – **Offeror Qualifications, Experience, Resumes and Financial Capacity**
In this tab, offeror should demonstrate the Offeror's and their staff's qualifications and experience in providing the services as requested in this Request for Proposal (RFP). Offerors should provide, at a minimum, documentation demonstrating that their firm is a firm regularly engaged in providing the services solicited in this RFP. Discuss the firm's current workload. If subconsultants are to be utilized provide similar documentation to what has been requested of the offeror in this section. Provide appropriate documentation to support:

- a. Years in business outlining the company history and experience providing services as requested in this RFP;
- b. Experience with a project of this magnitude;
- c. Evidence of financial stability;
- d. Experience with development of digital content aligned with Virginia SOLs;
- e. Describe how the proposed solution conforms to the requirements of Section 508 of the Rehabilitation Act as stated in Sec.II.A.2.
- f. Number of current customers;
- g. Number of employees proposed for the development and ongoing processes including training;
- h. Resumes of proposed staff that would be assigned to this project and;
- i. Offeror shall discuss how the proposed solution supports current research on effective teaching methods to improve student learning.

5. **Tab 4 – Service Approach and Implementation**

In this tab, offerors should describe, in detail, the proposed solution. Offerors shall provide, at minimum, the following:

- a. A demo account for the committee to access for evaluation;
- b. Examples and descriptions of reports offered and the ability to customize content and reports;
- c. Examples of downloadable and customizable material for meeting the individualized needs of students;
- d. Examples of built-in assessments;
- e. Provide the product version being offered;
- f. Discuss maintenance and support in detail. Include release management plan with frequency of product version update, and support for customers not on current version release of product;
- g. State the delivery time in relationship to receiving the purchase order, i.e. “delivery, installation and training will be within 90 days of purchase order”;
- h. Any agreements to which HCPS may be required to agree to as part of the contract should your firm be awarded the contract. (i.e. Service Level Agreement etc.) ;
- i. Any terms and conditions the “end user” is required to accept;
- j. Discuss how parental consent is handled, if required; and
- k. A detailed timeline for implementation of the proposed solution indicating resources (responsible party) and completion dates.

6. **Tab 5 – Training and Professional Development**

In this tab, offerors shall describe training and professional development that is included with the proposed solution. Offerors shall include a description of the required training for implementation of the program for on-site training and virtual, as well as options for continued professional development. This shall include on-site, virtual, and printed materials. Pricing shall be clearly defined in the proposal submission. Provide pricing for additional training that may be required after the initial implementation.

7. **Tab 6 – Technical Requirements**

In this tab, offerors should describe, in detail, how the proposed solution meets the technical requirement of the RFP. This shall include Offerors shall provide, at a minimum, documentation to support:

- a. Evidence of their ability to accommodate concurrent users based on data collected from a similar environment;

- b. How accounts are maintained in their system and how they support automated provisioning of users and accounts;
- c. Describe the data exchange process in detail;
- d. Describe any limitations the proposed solution may have such as the number of teachers for a class and the number of schools associated with teachers and students;
- e. Provide per user bandwidth requirements for the proposed solution;
- f. Provide the average bandwidth per student required;
- g. Provide a detailed description of the implementation and support the solution has for LTI version 1.1 or higher certified as a toll Provider (TP) with our LMS Solution (Schoology); and
- h. Assumptions and requirements for maintenance of accounts must be described in detail.

8. **Tab 7 – Infrastructure and System Administration**

In this tab, offerors shall discuss the infrastructure of their solution. In describing their infrastructure and solution the following should be provided:

- a. Details of the hosting environment including hosting provider, service level agreements between the Offeror and the hosting provider, and length of the relationship between the Offeror and the hosting provider;
- b. Specifics of structures in place to ensure high availability including redundant Internet paths, hardware failover, scalability, and protection against denial of service attacks or other network threats;
- c. Specifics of security measures in place to ensure that district data is secure during both storage and transit;
- d. SOC 2 compliance status (certification documentation should be provided);
- e. Specifics of structures in place to ensure acceptable disaster recovery including backup schedules and redundancy;
- f. Internet Bandwidth requirements and provide a per user bandwidth usage specification of the software product;
- g. Specifics of the availability of remote access to the district's data outside of the web-based application;
- h. Specifics on the frequency and duration of operating system and application updates including the procedures used to inform the district of maintenance windows and system downtime for these tasks;
- i. Any tools available to measure system responsiveness;
- j. Any limits on data storage (i.e. user quotas, access to previous year data, database size, etc.);
- k. Discuss how downtimes will be communicated in advance as discussed in Sec.II.B.7

9. **Tab 8– Pricing / Cost Proposal**

In this tab, offerors shall provide an itemized pricing schedule to include all costs associated with providing the services as requested in this RFP. Offers shall list pricing for all costs to be paid in year 1, and then list all recurring annual costs for years 2-5. Offerors shall provide pricing for any additional professional development services that may be required after the initial term of the contract.

- a. For evaluation purposes, provide all costs, as it relates to the proposed solution, for the Scenario on Attachment G. Offer shall provide this pricing based on the proposed pricing schedule, as requested above, and show methodology as to how the price was determined for the scenario on Attachment G.

10. Tab 9 – **References**

In this tab, offerors shall provide a minimum of three (3) references who can attest to the Offeror's past performance to provide services similar to those required for this contract. References shall be from other school districts. The list should include contact person's name, position, telephone numbers, fax number, and if available the e-mail or Internet address. Offerors may not use Henrico County as one of their references. By submitting a proposal, offerors agree to permit the County to contact the Offeror's clients to confirm the quality of past work for those clients.

11. (if needed) Tab 10 – **Exceptions**

In this tab, Offerors shall list any exceptions taken to the Scope of Services and General Terms and Conditions of this Request for Proposals. The County intends to make the RFP and the Successful Offeror's proposal a part of the contract between the parties, so Offerors should list any exceptions for purposes of negotiating the contract. Exceptions to any liability provisions contained in this Request for Proposals is not required to be submitted.

12. (if needed) Tab 11 – **Assumptions**

In this tab, offerors shall list any assumptions made when responding to this Request for Proposals.

13. (if needed) Tab 12 – **Appendices**

Optional for Offerors who wish to submit additional material that will clarify their response.

VIII. PROPOSAL EVALUATION/SELECTION PROCESS

A. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

Evaluation Criteria	Weight
Functional Requirements <i>(In accordance with Section VII Item B(3), B(5), and B(11) this criterion considers the extent to which the Offeror’s proposal satisfies the services requested by this RFP and clearly demonstrates the understanding of the work to be performed as specified in Sec. II)</i>	40
Experience and Qualifications <i>(In accordance with Section VII, Item B(4), B(10) and B(11) this criterion considers how the Offeror’s qualifications, experience, financial stability and resumes and reference of the overall Offeror and staff assigned relative to the services solicited by this RFP as specified in Section II)</i>	30
Implementation and Technical <i>(In accordance with Section VII, Item B(5), B(6), B(7),and B(8), this criterion considers the Offeror’s approach, training, implementation of services and technical requirements requested by this RFP as specified in Section II)</i>	20
Price <i>(In accordance with Section VII, Item B(9), this criterion considers the Offeror’s pricing for completing the services requested by this RFP as specified in Section II.)</i>	5
Quality of Proposal Submission / Oral Presentations <i>(This criterion considers the overall quality of the Offeror’s proposal submitted and any oral presentations required.)</i>	5
Total	100

B. For goods, nonprofessional services, and insurance, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. In the case of a proposal for information technology, as defined in Va. Code § 2.2-2006, the County shall not require an Offeror to state in a proposal any exception to any liability provisions contained in the Request for Proposal. Negotiations shall then be conducted with each of the Offerors so selected. The Offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that Offeror. Should the County 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.

ATTACHMENT A
PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal (“RFP”) **No. 21-2158-4EMF Software and Support for Academic Credit Recovery for Henrico County Public Schools.**

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
ADDRESS:
FEDERAL ID NO:
SIGNATURE:
NAME OF PERSON SIGNING (PRINT):
TITLE:
TELEPHONE:
FAX:
EMAIL ADDRESS:
DATE:

ATTACHMENT B

BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: _____

This form completed by: Signature: _____ Title: _____

Date: _____

PLEASE SPECIFY YOUR BUSINESS CATEGORY BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

- SMALL BUSINESS
- WOMEN-OWNED BUSINESS
- MINORITY-OWNED BUSINESS
- SERVICE-DISABLED VETERAN
- EMPLOYMENT SERVICES ORGANIZATION
- NON-SWaM (Not Small, Women-owned or Minority-owned)

SUPPLIER REGISTRATION – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia's electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? Yes No

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.

_____ NUMBER

_____ DATE

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Employment services organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror:

is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids:

ATTACHMENT E
COUNTY OF HENRICO
INSURANCE SPECIFICATIONS

The following insurance coverages and limits are required in order to provide goods, services, construction, professional and non-professional services to Henrico County general government agencies and Henrico County Public Schools. These requirements are specific to this procurement and may or may not be the same for future requests.

Please be sure and review the Additional Requirements Section

The Successful Bidder/Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder/Offeror, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia and that is representative of the insurance policies. The Certificate shall show that the policy has been endorsed to add the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. **The certificate must not show in the description of operations section that it is issued specific to any bid, job, or contract.** The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Best or a rating acceptable to the County. In addition, the Successful Bidder/Offeror shall agree to give the County a minimum of 30 days prior notice of any cancellation or material reduction in coverage.

Workers' Compensation

Statutory Virginia Limits

Employers' Liability Insurance - \$100,000 for each Accident by employee
\$100,000 for each Disease by employee
\$500,000 policy limit by Disease

Commercial General Liability

\$1,000,000 each occurrence including contractual liability for specified agreement
\$2,000,000 General Aggregate (other than Products/Completed Operations)
\$2,000,000 General Liability-Products/Completed Operations
\$1,000,000 Personal and Advertising injury
\$ 100,000 Fire Damage Legal Liability

Business Automobile Liability – including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

Umbrella Liability

\$2,000,000 Per Occurrence and in the aggregate

Additional Requirements

In addition to the requirements above, the Successful Bidder/Offeror shall thoroughly review the scope of work that is included and if any of the following are included in the services that will be provided, the following additional insurance will be required, if required:

- Professional Liability - \$2,000,000 Per Occurrence (or limit in accordance with Statute for Medical Professional)**
Required if the Scope includes providing advice or consultation including but not limited to: lawyers, bankers, physicians, programming, design (including construction design), architects & engineers and others who require extensive education and/or licensing to perform their duties.
- Cyber Liability - \$2,000,000 Per Occurrence**
Required if the Scope includes the collection and electronic transmittal of Personal Health Insurance (PHI), or any other demographic data on individuals including but not limited to Name, Address, Social Security Numbers or any other sort of personally identifying information.
- Abuse and Molestation Coverage - \$1,000,000 Per Occurrence**
Required if the scope of work includes the offering of professional or non-professional services to any child or student where one on one contact or consultation is to be provided.
- Pollution Liability - \$1,000,000 Per Occurrence**
Required if the scope of work involves the use (other than in a motor vehicle) or removal of a substance or energy introduced into the environment that potentially has an undesired effect or affects the usefulness of a resource. These include, but are not limited to Asbestos, PCB's, Lead, Mold, and Fuels.
- Explosion, Collapse & Underground Coverage (XCU)**
Required of a Contractor in limits equal to the General Liability Limit when the Scope includes any operations involving Blasting, any work underground level including but not limited to wires, conduit, pipes, mains, sewers, tanks, tunnels, or any excavation, drilling, or similar work.
- Builders Risk Coverage**
Required if the scope of work includes the ground up construction of a structure. Limit of insurance shall be 100% of the completed value of the structure. For projects for the renovation of an existing structure, The County shall insure the Builder's Risk with the Contractor being responsible for the first \$10,000 of any claim.
- Other as Specified Below**

NOTE 1: The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The County makes no representation or warranty as to how the Bidder/Offeror's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Bidder/Offeror's responsibilities outlined in the contract documents.

NOTE 2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. This insurance shall apply as primary insurance and non-contributory with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

NOTE 3: Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

NOTE 4: The Certificate Holder Box shall read as follows:
County of Henrico
Risk Management
PO Box 90775
Henrico, VA 23273

ATTACHMENT F
DIRECT CONTACT WITH STUDENTS

Name of Bidder: _____

Pursuant to Va. Code § 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.

Any individual making a materially false statement regarding any such offense is guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction is grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

As part of this submission, I certify the following:

- None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a violent felony set forth in the definition of “barrier crime” in Va. Code § 19.2-392.02(A); an offense involving the sexual molestation, physical or sexual abuse, or rape of a child;**

And (select one of the following)

- None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of any felony or any crime of moral turpitude.**

or

- One or more individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities has been convicted of a felony or crime of moral turpitude that is not set forth in the definition of “barrier crime” in Va. Code § 19.2-392.02(A) and does not involve the sexual molestation, physical or sexual abuse, or rape of a child. (In the case of a felony conviction meeting these criteria, the contractor must submit evidence that the Governor has restored the individual’s civil rights.).**

Signature of Authorized Representative

Printed Name of Authorized Representative

Printed Name of Vendor

Attachment G

Pricing Scenario

Provide pricing for the scenario below based off the itemized pricing schedule being offered. The quantities listed below are based on the current usage and are estimates only. HCPS shall not be bound to these quantities.

A	B	C
Scenario	Price per Student	Methodology used to determine price in column B.
Provide pricing for an annual subscription for 200 middle school students (enrolled in one course at a time) at various sites		
Provide pricing for an annual subscription for 1,700 high school students (enrolled in one course at a time) at various sites		
Provide pricing for an annual subscription for 100 homebound students (enrolled in one course at a time) using your teacher as teacher of record		
2 days of training for 20-25 site supervisors/coordinators on program implementation (train the trainer)		
Consumables		
Grand Total		

(*Attachments H and I shall be required to be completed by the Successful Offer only)

ATTACHMENT H LICENSE AGREEMENT ADDENDUM

The County of Henrico, Virginia (the “**County**”), a political subdivision of the Commonwealth of Virginia, and [redacted] (“**Supplier**”), a [state] [corporation/LLC/etc.], are this day entering into an agreement for [title of wraparound contract/RFP/etc.] (the “**Agreement**”) and, for their mutual convenience, the parties are using the standard form contract (“[title of Supplier’s form: EULA, etc.]”) provided by Supplier (“**Contract**”). This License Agreement Addendum (“**LAA**”), duly signed by the County and Supplier (each a “**Party**”), is attached to and made a part of the Agreement and the Contract by incorporation, and with the Agreement governs the use of any and all software licensed by the County under the Agreement (the “**Software**”) and this LAA.

As used in this LAA, the term “**Contract**” means the Supplier’s standard form contract and any and all exhibits and attachments thereto. The term(s) “**Customer**”, “**You**” or “**you**” as used in the Contract and this LAA, means, as applicable, the County, or any of their officers, directors, agents or employees.

Supplier represents and warrants that it is a [State][corporation/LLC/etc.] authorized to do in business in Virginia. If Supplier is not a U.S.-based entity, Supplier maintains a registered agent and a certification of authority to do business in Virginia.

Supplier’s Contract is generally acceptable to the County, with the exceptions noted in this LAA below. Despite the general acceptability of the Contract, certain standard clauses may appear in, or be incorporated by reference into, the Contract that cannot be accepted by the County. In consideration of the convenience of using Supplier’s standard form contract without the necessity of specifically negotiating a separate contract document, the Parties specifically agree that any of the following provisions contained in the Contract are deemed void and will not have any effect and will not be enforceable against any Customer:

1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the Contract or requiring or permitting that any dispute under the Contract be resolved in any court other than the state courts located in Henrico County, Virginia;
2. Requiring any total or partial compensation or payment for lost profit or liquidated damages by any Customer if the Contract is terminated before the end of its ordinary term;
3. Imposing any interest charge(s) contrary to that specified by [§ 2.2-4347](#) *et seq.* of the Code of Virginia;
4. Requiring the County to maintain any type of insurance for Supplier’s benefit;
5. Granting Supplier a security interest in any property of the County;
6. Requiring the County to indemnify, defend, or to hold harmless Supplier for any act or omission;
7. Limiting or adding to the time period within which claims can be made or actions can be brought (Reference Tit. 8.01 of the Code of Virginia);
8. Limiting selection and approval of counsel and approval of any settlement in any claim arising under the Contract and in which the County is a named party;
9. Binding the County to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
10. Obligating the County to pay costs of collection or attorney’s fees;
11. Requiring any dispute resolution procedure(s) other than those in accordance with [§ 2.2-4363](#) *et seq.* of the Code of Virginia;
12. Permitting Supplier to access any of the County’s records or data, except pursuant to court order;

13. Permitting Supplier to use any information provided by the County except for Supplier's own internal administrative purposes;
14. Requiring the County to limit its rights or waive its remedies at law or in equity;
15. Bestowing any right, or incurring any obligation, that is beyond the duly granted authority of the undersigned representative of the County to bestow, or incur, on behalf of the County;
16. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of the County;
17. Limiting the liability of Supplier for property damage, death, or personal injury;
18. Permitting Supplier to assign, subcontract, delegate or otherwise convey the Contract, or any of its rights and obligations under the Contract, to any entity without the prior written consent of the County, except as set forth in paragraph 39 below;
19. Not complying with the contractual claims provision [§ 2.2-4363](#) of the Code of Virginia, which is also incorporated into this LAA and the Contract by reference;
20. Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to the Contract only to the extent required by [§ 59.1-501.15](#) of the Code of Virginia;
21. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
22. Requiring that the County waive its sovereign immunity or its immunity;
23. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
24. Requiring or construing that any provision in this Contract conveys any rights or interest in the County's data to Supplier;
25. Requiring the use of foreign currency. The currency used for the Contract will be United States Dollars;
26. Obligating the County beyond approved and appropriated funding. All payment obligations from the County under the Contract are subject to receipt of necessary appropriations from the County's Board of Supervisors. In the event of non-appropriation of funds for the items under the Contract, the County may terminate, in whole or in part, the Contract or any order, for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Supplier. The County shall provide written notice to the Supplier as soon as possible after legislative action is completed. There will be no time limit for termination due to termination for lack of appropriations;
27. Permitting unilateral modification of the Contract by Supplier;
28. Permitting termination by Supplier of the Contract or the licenses granted pursuant to the Contract, or permitting suspension of services by Supplier, except pursuant to an order from a court of competent jurisdiction;
29. Requiring or stating that the terms of the Supplier's standard form contract will prevail over the terms of this LAA in the event of conflict;
30. Renewing or extending the Contract beyond the term set forth in the Agreement or automatically continuing the Contract period from term to term;
31. Requiring that the Contract be "accepted" or endorsed by the home office or by any other officer subsequent to signing by an official of the County before the Contract is considered in effect;
32. Delaying the acceptance of the Contract or its effective date beyond the date of signing;
33. Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract;
34. Permitting modification or replacement of the Contract pursuant to any new release, update or upgrade of Software, or subsequent renewal of maintenance. If Supplier provides any update or upgrade subject to additional payment, the County will have the right to reject such update or upgrade;
35. Requiring the purchase of a new release, update, or upgrade of Software, or subsequent renewal of maintenance, in order for the County to receive or maintain the benefits of Supplier's indemnification of the County against any claims of infringement on any third-party intellectual property rights;
36. Prohibiting the County from transferring or assigning to any entity the Contract or any license to Software granted pursuant to the Contract;
37. Granting Supplier or an agent of Supplier the right to audit or examine the books, records, or accounts of the County; or

In addition to the provisions set forth above in this LAA, the Parties further agree as follows:

38. Supplier warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted under the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret, or other proprietary right of any third party.
39. Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to the third party so long as Supplier's assignee agrees in writing to be bound by the terms and conditions set forth in the Contract, and provided the third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Virginia. Supplier may assign all or any of its rights and obligations to an affiliate of Supplier, provided Supplier remains liable for the affiliate's compliance with the terms and conditions set forth in this Contract
40. Supplier agrees to indemnify, defend and hold harmless the County of Henrico (including Henrico County Public Schools), the County's officers, agents and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, to the extent the claim in any way relates to, arise out of or result from: (i) any negligent act, negligent omission, or intentional or willful conduct of any employee or subcontractor of Supplier, (ii) any breach of any representation, warranty or covenant of Supplier contained in the Contract and LAA, (iii) any defect in the Software, or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software.
41. The County will only be liable to pay for Supplier's travel-related expenses, including transportation, meals, lodging and incidental expenses that have been authorized by the County in advance. The travel-related expenses will be reimbursable at the County's then-current per diem rates.
42. The County may require that Supplier personnel submit to a criminal background check prior to performance of any services under the Contract.
43. Payments for license fees, including subscription fees, and support services are only authorized to be made to the Supplier pursuant to the Contract.

Together with the Agreement, the Contract and this LAA constitute the entire agreement between the Parties and may not be waived or modified except by written agreement between the Parties.

[SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this License Agreement Addendum to be duly executed as of the last date set forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

Supplier Name

County of Henrico, Virginia

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT I
HENRICO COUNTY PUBLIC
SCHOOLS DATA SECURITY
AGREEMENT

This Data Security Agreement (“Agreement”) is agreed upon effective _____, _____, 2018, by and between _____, (“Vendor”) and the County School Board of Henrico County, Virginia (“School Board” or “HCPS”).

I. DEFINITIONS

- A. **HCPS Data:** HCPS Data is any and all data that HCPS has disclosed to Vendor. For the purposes of this Agreement, HCPS Data does not cease to be HCPS Data solely because it is transferred or transmitted beyond HCPS’s immediate possession, custody, or control.
- B. **Data Breach:** The unauthorized access and acquisition of computerized data that materially compromises the security or confidentiality of confidential or sensitive personal information maintained by HCPS as part of a database of personal information regarding multiple individuals and that causes or HCPS reasonably believes has caused or will cause loss or injury to any HCPS constituent.
- C. **System:** An assembly of components that supports an operational role or accomplishes a specific objective. This may include a discrete set of information resources (network, server, computer, software, application, operating system or storage devices) organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- D. **Contract.** Shall mean the contract between Vendor and HCPS outlining the services to be provided.

II. DISCLOSURE OF HCPS DATA

- A. The Vendor shall not disclose HCPS Data in any manner that would constitute a violation of state or federal law or the terms of this agreement including, without limitation, by means of outsourcing, sharing, retransfer, or access, to any person or entity, except:
- B. Employees or agents who actually and legitimately need to access or use HCPS Data in the performance of Vendor’s duties to HCPS;
- C. Such third parties, such as but not limited to, vendors, suppliers or subcontractors, but only after such third party has agreed in writing and in advance of any disclosure, to be bound by confidentiality terms at least as stringent as the terms of this Agreement; or
- D. Any other third party approved by HCPS in writing and in advance of any disclosure, but only to the extent of such approval.

- E. The Vendor may also store HCPS Data on servers housed in datacenters owned and operated by third parties, provided the third parties take reasonable precautions to protect the security and confidentiality of HCPS data.

III. USE OF, STORAGE OF, OR ACCESS TO HCPS DATA

- A. Vendor shall only use, store, or access HCPS data:
 - 1. In accordance with, and only to the extent permissible under the contract for services; and
 - 2. In full compliance with any and all applicable laws and regulations, only to the extent applicable to Vendor, including the Family Educational Rights and Privacy Act (FERPA); and
- B. Vendor agrees that the use, storage, and access to HCPS Data shall be performed with that degree of skill, care, and judgment customarily accepted as sound, quality, and professional practices. Vendor shall implement and maintain safeguards necessary to ensure the confidentiality, availability, and integrity of HCPS Data. Vendor shall also implement and maintain any safeguards required to be implemented by applicable state and federal laws and regulations.
- C. HCPS reserves the right to request security information reasonably necessary to ascertain HCPS's own compliance with state and federal data privacy laws.
- D. If Vendor becomes aware that HCPS Data may have been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this Agreement or the Contract, Vendor shall use reasonable efforts to alert HCPS of any Data Breach within two business days, and shall immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of the Data Breach. Vendor shall give highest priority to immediately correcting any Data Breach and shall devote such resources as may be required to accomplish that goal. Vendor shall provide HCPS information necessary to enable HCPS to fully understand the nature and scope of the Data Breach. Upon request, Vendor shall provide HCPS information about what Vendor has done or plans to do to mitigate any deleterious effect of the unauthorized use or disclosure of, or access to, HCPS Data. In the event that a Data Breach requires Vendor's assistance for mitigation, such assistance shall be provided at no cost to HCPS. HCPS may discontinue any services or products provided by Vendor and any payments to Vendor until HCPS, in its sole discretion, determines that the cause of the Data Breach has been sufficiently mitigated.
- E. If Vendor is served with any subpoena, discovery request, court order, or other legal request or command that calls for disclosure of any HCPS Data, Vendor shall promptly notify HCPS in writing and provide HCPS sufficient time to obtain a court order or take any other action HCPS deems necessary to prevent disclosure or otherwise protect HCPS Data. In such event, Vendor shall provide HCPS prompt and full assistance in HCPS's efforts to protect HCPS Data. Where

Vendor is prohibited by law from notifying HCPS of a legal request for HCPS Data, Vendor will comply with all applicable laws and regulations with respect to the requested HCPS Data.

- F. Upon expiration or termination of the Contract, Vendor shall ensure that no Data Breach occurs and shall follow HCPS's instructions as to the preservation, transfer, or destruction of HCPS Data. The method of destruction shall be accomplished by "purging" or "physical destruction", in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. Upon request by HCPS, Vendor shall certify in writing to HCPS that return or destruction of data has been completed. Prior to such return or destruction, Vendor shall continue to protect HCPS Data in accordance with this Agreement.
- G. This Agreement shall survive the expiration or earlier termination of the Contract. However, upon expiration or termination of the Contract, either party may terminate this Agreement.

FOR HCPS:

FOR VENDOR:

Name

Signature

Title

Date

Name

Signature

Title

Date