

NOTE: Fairfax County Public Schools (FCPS) conducts all procurement activities in accordance with delegated authority from the Purchasing Agent of Fairfax County Government. Bids and proposals in response to FCPS solicitations must be delivered to the appropriate FCPS address on or before the date and time stipulated in the solicitation.

RFP 2000002610
Integratable Learning Management System (ILMS)

PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at on Tuesday, July 31, 2018 at 10:00 a.m at the Fairfax County Public Schools, Sprague Technology Center, 4414 Holborn Ave Conference Room 3, Annandale, VA 22003. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

All questions pertaining to this RFP should be submitted in writing to Asya Evans asya.evans@fcps.edu and Samira Mkaimel smkaimel@fcps.edu by August 15, 2018 at 4:00 p.m. Eastern Time.

ISSUE DATE: July 16, 2018	REQUEST FOR PROPOSAL NUMBER: RFP2000002610	TITLE: Integratable Learning Management System
DEPARTMENT: Information Technology	DUE DATE/TIME: September 10, 2018/2:00 p.m.	CONTRACT ADMINISTRATOR: Samira Mkaimel smkaimel@fcps.edu

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

Note: Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

NAME AND ADDRESS OF FIRM: _____ Telephone/Fax No.: _____

_____ E-Mail Address: _____

_____ Federal Employer Identification No: _____

_____ **OR** _____

_____ Federal Social Security No. _____

_____ (Sole Proprietor) _____

_____ Prompt Payment Discount: ____% for payment within _____ days/net _____ days

_____ State Corporation _____

_____ Commission _____

_____ (SCC) Identification No. _____

By signing this proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix A, the Certification Regarding Ethics in Public Contracting set forth in Appendix B, and by any other relevant certification set forth in Appendix B.

BUSINESS CLASSIFICATION – Described in Appendix B - CHECK ONE: LARGE (Y) SMALL (B)

MINORITY-OWNED SMALL (X) MINORITY OWNED LARGE (V) WOMEN-OWNED SMALL (C)

WOMEN OWNED LARGE (A) NON PROFIT (9)

CHECK ONE: INDIVIDUAL PARTNERSHIP CORPORATION

Vendor Legally Authorized Signature _____ Date _____

Print Name and Title _____

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the Director of the Office of Procurement Services at 8115 Gatehouse Road, Suite 4400, Falls Church, VA 22042-1203 until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



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1. SCOPE OF SERVICES:

- 1.1. The purpose of this Request for Proposal is to solicit sealed proposals to establish a contract or contracts through competitive negotiation for the provision of Integratable Learning Management System (hereafter, the "Solution") by Fairfax County Public Schools (FCPS) and County of Fairfax, Virginia.
- 1.2. The system may be used by up to 450,000 users comprised of pre-kindergarten through grade 12 students, adult and community education, adult high school, faculty, school-based administrators, central staff, and parents.
- 1.3. FCPS prefers one Offeror to function as the ILMS provider, the Assessment and Learning Objects Repository (LOR) services provider, and the services support provider. If one Offeror cannot provide a total Solution, then FCPS will consider a single bid from one Offeror to provide one teaming arrangement that is qualified to perform the specified and implied tasks associated with these functions. FCPS reserves the right to consider a partial award.
- 1.4. Solution Components
 - 1.4.1. **Instructional Learning Management System:** FCPS is seeking a user-friendly LMS that provides support for in-person, online and blended learning. The functionality desired includes Course Management, Curriculum Management, Communication and Collaboration, Assessment, Student Portfolio, and Collaborative Work Space, parent access, and reporting and systems administration tools. FCPS has been using Blackboard as our LMS since 2001. Any LMS selected would need to include the ability for existing Blackboard course content to be imported for those teachers who wish to reuse their existing Blackboard course materials. It also must include the same or similar functionality of our existing ILMS. (See section 5)
 - 1.4.2. **Assessment System:** Online and paper/pencil Assessment system. FCPS has been using a system developed jointly with Northrop Grumman as our Assessment system since 2007. Any system selected would need to include the ability for existing Assessment items, assessments, and structured learning objectives content to be imported into the new system(s). It also must include the same or similar functionality of our existing ILMS. (see section 5)
 - 1.4.3. **Learning Object Repository and Search Engine (LOR):** FCPS has been using a system developed jointly with Northrop Grumman as our LOR system. Any system selected would need to include the ability for existing resources and structured learning objectives to be imported into the new system(s). It also must include the same or similar functionality of our existing ILMS. (see section 5)
 - 1.4.4. **Implementation and Support Services:** Including Customization, Integration, Data Conversion, Training, and Support.
- 1.5. FCPS may request additional information, clarification, or presentations from any of the Offerors after review of the proposals received.
- 1.6. FCPS expects all Offerors to provide explanation in proposals for the approach and processes that will be employed to meet the required system availability dates listed.

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2. MINIMUM QUALIFICATIONS

- 2.1. The following are the minimum qualifications an Offeror must meet or exceed, at the time of submission, in order for FCPS to accept a proposal as responsive. Each Offeror must address how it meets each of the below minimum qualifications when submitting its Technical Proposal (refer to the Min Qualifications in Appendix D. If an Offeror fails to respond to each qualification, or if FCPS determines from the response that an Offeror does not meet any one of the minimum qualifications, its proposal shall be deemed non-responsive and disqualified from further consideration.
- 2.2. The Offeror must have at least five years continuous successful experience in providing services within the scope of this RFP to K-12 school districts greater than 70,000 students. (Appendix D).
- 2.3. Offerors must provide a minimum of three references from K-12 or Higher Education school districts. (Ref. Appendix D).
 - 2.3.1. At least one of these references must be from a K-12 School district greater than 70,000 students.
 - 2.3.2. At least one of these references must be from a project that involved course conversion from Blackboard Learn 9.X to the new system.
 - 2.3.3. At least one of these references must be from a project that involved ILMS Gradebook integration to a Student Information System.
- 2.4. The Offeror must have a Solution that supports authentication to eDirectory via LDAPS and SAML2.
- 2.5. The Offeror must have a Solution that supports the LTI and Thin Common Cartridge IMS Global standards.
- 2.6. The Offeror must have a Solution that supports custom QTI for assessments and custom Dublin Core schema for LOR.
- 2.7. The Offeror must have a Solution that supports parent's accounts that provide the capability to view information such as assignments for their associated children.
- 2.8. The Offeror must have a Solution that provides system wide support for tagging instructional content (assessment items, resources) using FCPS schema
- 2.9. The Offeror must have a Solution that provides documentation such as a Voluntary Product Accessibility Template (VPAT) or equivalent describing the proposed solution's compliance with applicable accessibility laws.
- 2.10. The Offeror must have a Solution that provides Integration with G Suite for Education's Google Drive

3. PRE-PROPOSAL CONFERENCE:

- 3.1. A pre-proposal conference will be held on Tuesday, July 31, 2018 at 10:00 A.M. the Fairfax County Public Schools, Sprague Technology Center, 4414 Holborn Ave Conference Room 3, Annandale, VA 22003. To request reasonable ADA accommodations, call the Office of Equity and Employee Relations at 571-423-3070, HRequity&employeerelations@fcps.edu or TRS at

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711. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

- 3.2. The purpose of the pre-proposal conference is to give potential offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal. Offerors may submit any questions pertaining to the RFP, in writing, to Asya Evans asya.evans@fcps.edu and Samira Mkaimel smkaimel@fcps.edu by August 15, 2018 at 4:00 p.m. Eastern Time.

4. **CONTRACT PERIOD AND RENEWAL:**

- 4.1. This contract will begin on the date of award, and terminate on September 30, 2023.
- 4.2. Automatic contract renewals are prohibited. This contract may be renewed at the expiration of its term by agreement of both parties. Contract renewals must be authorized by and coordinated through the Office of Procurement Services. FCPS reserves the right to renew the contract for five (5) additional one-year periods.
- 4.3. Notice of intent to renew will be given to the Contractor in writing by the Office of Procurement Services, normally 60 days before the expiration date of the current contract. (This notice shall not be deemed to commit the County to a contract renewal.)
- 4.4. The obligation of the County to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

5. **BACKGROUND:**

- 5.1. Fairfax County, Virginia and the City of Fairfax, Virginia are located in the northeast corner of Virginia and have an area of approximately 420 square miles and a population in excess of 1,300,000 people. As the school system for Fairfax County, FCPS is the largest school system in the Commonwealth of Virginia and the 10th largest in the United States. The school system consists of approximately 250 schools and work sites serving almost 188,000 students in grades Kindergarten through 12th grade and approximately 24,000 full-time staff/employees across Fairfax County Virginia. For information about FCPS, visit the website at: www.fcps.edu.
- 5.2. FCPS is a large organization with significant information technology needs. To support this enterprise FCPS has established a robust network infrastructure to support with a distribution ring of 100 Gigabytes (GB) over dark fiber (INET) connected to a Cox circuit of 10GB and a Comcast circuit of 8GB for a total of 16GB. Each elementary school has a dedicated 200

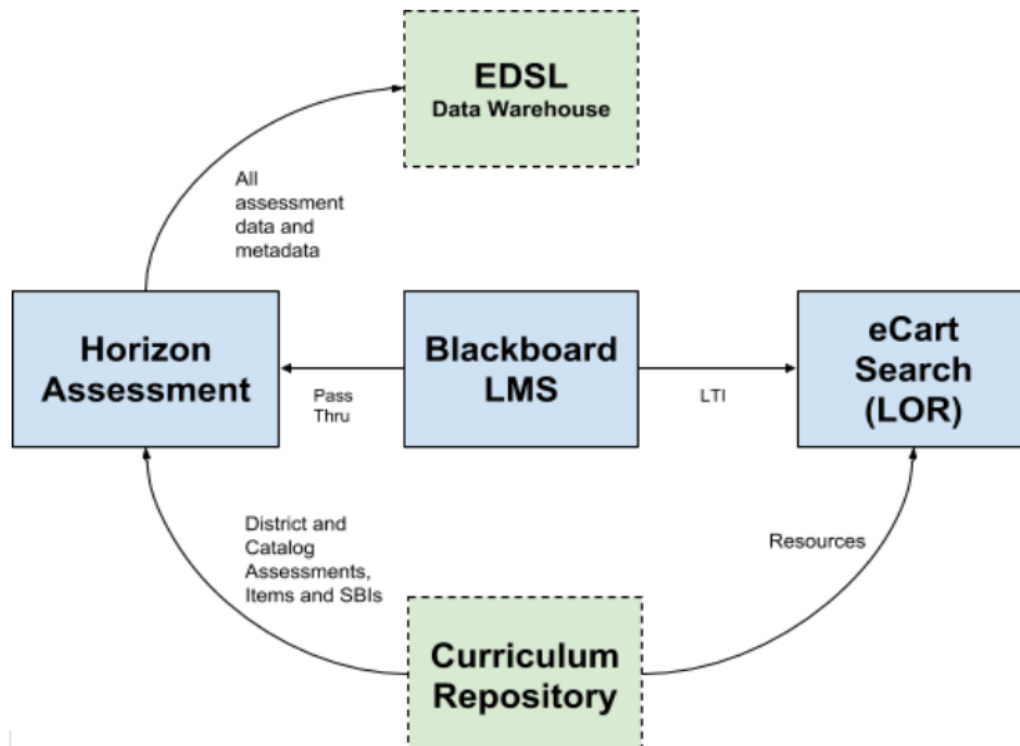
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Megabyte (MB) circuit. In addition, middle Schools have a 300MB dedicated circuit and high schools have a 600MB dedicated circuit.

Resource	URL
Information Systems	https://www.fcps.edu/department/department-information-technology
Technology Plan	https://www.fcps.edu/about-fcps/performance-and-accountability/division-technology-plans
Strategic Plan	https://www.fcps.edu/about-fcps/strategic-plan
Purchasing Services	http://www.fcps.edu/fs/procurement/

5.3. FCPS has a number of helpful resources that are available online to assist Offerors.

5.4. FCPS CURRENT ILMS STATE: The following components comprise the ILMS and related systems in place in FCPS today.



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5.5. CURRENT STATE RFP OUT OF SCOPE COMPONENTS: The following components (dashed outline) are outside of the scope for this RFP: Curriculum Repository, EDSL.

5.5.1. **FCPS Education Decision Library (EDSL):** EDSL is the school division's patented, enterprise-level data warehouse solution that supports decision making from the classroom to administrative offices. To support the analytical needs of the school division across all levels, the EDSL data warehouse contains longitudinal demographics, enrollments, attendance, discipline, academic progress, and summative assessment performance results for each enrolled student. HORIZON assessment reports are accessible through EDSL and provide teachers with real-time feedback on performance to help plan and guide instruction.

5.5.2. The **FCPS Curriculum Repository (CR)** contains the most up to date FCPS Program of Studies (POS) which is explicitly linked to the Virginia Standards of Learning (SOL). Resources are aligned and mapped to the POS and SOL and include FCPS owned and created resources, games, tools, and a variety of media that teachers use for classroom instruction and assessment. A powerful search capability permits searching the repository through many parameters. These resources may be used in FCPS 24-7 Learning class sites, Google Classrooms, or used in direct classroom instruction. Central assessments are created and aligned in CR. Newly approved assessments are exported nightly to the HORIZON assessment system and EDSL.

5.5.2.1. **CURRENT STATE RFP IN SCOPE COMPONENTS: FCPS 24-7 LEARNING:** FCPS 24-7 Learning is the online Learning Management System that allows Fairfax County Public Schools students to extend learning beyond the traditional school day and beyond school facilities. FCPS 24-7 Learning is running Blackboard LEARN version 9.1 release 3100.0.6-rel.3+cd2a24d in a managed hosting environment. As a single point of entry for student, teachers, and parents, it serves as a portal to an array of communication tools, instructional resources, classroom lessons, digital instructional resources, classroom and division assessments, school information and publications, and pass through access to other applications such as FCPS eCART(see below), Family Connection from Naviance, weCare(an FCPS developed Blackboard module that allows parents to update their child's emergency medical care information), and the Edupoint Student Information System. It is also used extensively for staff professional development and community collaboration and interaction.

There has been continuous growth in usage and capabilities each year and, over time, additional capabilities have been added to support the demand for enhanced functionality. In some cases, these capabilities are commercially available add-ons or custom development using the Blackboard Software Development Kit (SDK) building block protocol with some modifications required to core product code. Some capabilities are third-party products accessed via custom development of pass through tools to support simple pass-through. In some cases, the development includes pass-through and secure data transfer and updating to third-party products. The following capabilities represent highlights of current customized elements that will be available to users for the beginning of the 2017 - 2018 school year.

- a. Parents and legal guardians have the ability to register online for individual accounts that are for the FCPS 24-7 Learning environment. Parents are receive a letter with a unique registration key complete account creation online.

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- b. Authorized parents and guardians are provided access to securely view and update their students' emergency care information online and submit updates for school validation.
- c. Parents have access to post-secondary education and career planning tools available to each of their high school students. Parents gain access to these tools via secure pass-through link available in the FCPS 24-7 Learning environment that additionally provides real-time updating to parent email addresses to the application, the Naviance Counselor's Office Succeed product.
- d. Selected school leaders and central administrators have access to a course listing of all available class sites in their associated schools. This access, centrally assigned by FCPS system administrators, allows school leaders to directly access all class sites and provides direct links to class site usage statistics.
- e. Security modifications are in place to block users with institution roles associated with K-12 students from access to user information other than their own and deny these institution roles from the ability to reset user passwords regardless of the student's assigned role in a class site or organization.
- f. ILMS Statistics SY 2017-18

Courses	253,148
Organizations	2,308
Users (excluding Parents)	
Parents	X

- g. The Assessment Tool, **HORIZON**, includes a variety of division assessments including SOL practice tests, catalog tests, and teacher or school created assessments. Assessment items are correlated to SOL and POS and assessments can be created to assess specific instructional content.

Logins for SY16-17

Leader Login	373,372
Teacher Login	702,671
Student Login	3,932,901

Assessments Delivered for SY16-17

Student Count	367,914
Online Private Assessments	720,655
Paper/ Pencil Private	11,795
Online School Public	1,695,241
Paper/ Pencil School Public	167,288
Online Catalog	275,278
Paper/ Pencil Catalog	10,135
Online District	375,751
Paper/Pencil District	6,162
Total Assessments	3,262,305
Assessments per Student	8.9

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eCART SEARCH: eCART Search is a faceted search and learning object repository built on SOLR. eCART provides teachers and school administrators with a single point of entry to access web-based FCPS-approved curriculum aligned to the FCPS program of studies, formative and division assessments, and instructional resources, to support K-12 teaching and learning. These resources can be used in classrooms and made accessible beyond the classroom through FCPS 24-7 Learning classroom sites.

Resource Count by Type

File	23,321
URL	16,700
Collection	3,692
Multifile	2,711

SBI Count

SBIs 400

6. FUNCTIONAL REQUIREMENTS:

6.1. The functional requirements are identified in Appendix E. The Offeror (s) is expected to address each of these functional requirements by providing written responses in the Functional Requirements Table (Appendix E). The functional requirements are listed below:

- 6.1.1.Course Management,
- 6.1.2.Curriculum Management,
- 6.1.3.Communication and Collaboration,
- 6.1.4.Assessment,
- 6.1.5.Learning Object Repository and Search,
- 6.1.6.Student Portfolio,
- 6.1.7.Collaborative Work Space

7. TECHNICAL REQUIREMENTS:

7.1. The technical requirements are identified in Appendix F. The Offeror is expected to address each of these technical requirements by providing written responses in the Technical Requirements Table (Appendix F). The technical requirements are listed below:

- 7.1.1.Solution Architecture
- 7.1.2.Account Management and Authentication
- 7.1.3.Accessibility
- 7.1.4.Authentication
- 7.1.5.Security and Privacy
- 7.1.6.Roles and Management Capabilities
- 7.1.7.Interoperability and Standards Support
- 7.1.8.System Interfaces
- 7.1.9.Reporting and Analytics
- 7.1.10.Support
- 7.1.11.Maintenance, Upgrades, and Planned Outages
- 7.1.12.Service Level Agreements
- 7.1.13.Text Display, Editing and Storage

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8. **TASKS TO BE PERFORMED:**

- 8.1. **Project Management.** In collaboration with the FCPS project manager, the Contractor shall develop and maintain project plans with respect to the scope encompassed in this solicitation to ensure the cost, schedule, and quality for a successful implementation of the Contractor's proposed Solution. The Contractor must submit a task/activity plan specifying to the degree possible the tasks and activities which are to be undertaken. Timelines showing beginning and ending dates for each major task are to be included, as well as the name(s) of person(s) responsible for each task. Activities must be sufficiently designed and outlined in the task/activity plan that will provide evidence of satisfactory delivery of services and products. Time frames must be logical and appropriate to complete all activities within the beginning and ending dates of the contract. The Contractor shall coordinate its activities with FCPS and track the performance of those activities—making adjustments deemed appropriate by the joint FCPS and Offeror project team. The Offeror shall conduct periodic reviews with FCPS to report on project progress. The Offeror shall include key decision-makers in these reviews as appropriate, as well as the technical and functional resources capable of addressing agenda items in the reviews.
- 8.2. **Communication Plan:** Upon project start, the Contractor shall apply the contracted communication plan. This communication plan shall have details that include but are not limited to the frequency and type of communications between the Contractor and FCPS (project manager) to ensure timely and accurate communication as needed for the success of the project.
- 8.3. **Requirements Analysis and Validation:** The Contractor shall lead and document the requirements analysis with the objectives of understanding and specifying the requirements at a level sufficient to complete the development, customization, testing, and deployment of the proposed Solution both for initial deployment and for any subsequent work authorized by FCPS. FCPS will provide the subject matter expertise and sign-off on the requirements specifications, which the Contractor will place under configuration control. Revisions to baseline requirements must be managed by the change management process detailed in Special Provisions, Paragraph 8.16.
- 8.4. **Configuration:** The Contractor shall install and configure the contracted solution in a manner that meets the baseline requirements. The Contractor shall replicate this process for the development, testing, training, and production environments. The Contractor shall provide a secure environment for delivery of any software, patches, fixes, etc.
- 8.5. **Customization:** Based on customization needs identified in the contracted solution and/or the requirements analysis, the Contractor shall implement those customizations approved by FCPS. The Contractor's implementation of these customizations shall be performed in accordance with the services specified in this section.
- 8.6. **Data Conversion:** The Contractor shall develop and apply the data conversion plan to migrate current data to the contracted solution. The Contractor's plan shall include but not be limited to identifying data sources and targets, developing mappings and transformations, develop and test scripts to convert and load the data, and execute the data conversions according to the agreed upon plans. (See Section 5 and Exhibit C).
- 8.6.1. The data conversion plan must include both content and FCPS structured metadata
- 8.6.2. The data conversion plan must allow for an incremental deployment of the solution

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- 8.6.3. The data conversion plan must include conversion of:
 - 8.6.4. Blackboard courses
 - 8.6.5. Blackboard organizations
 - 8.6.6. Teacher generated assessment items from Horizon (excluding teacher scorable)
 - 8.6.7. Teacher generated assessments from Horizon
 - 8.6.8. Teacher generated resources(eCART)
 - 8.6.9. Teacher eCART ratings and comments
 - 8.6.10. FCPS curriculum schema
 - 8.6.11. Centrally generated resources(eCART)
 - 8.6.12. Centrally generated assessments(eCART)
 - 8.6.13. Centrally generated assessment items(eCART)
 - 8.6.14. Data conversion shall not include:
 - 8.6.15. Student data
 - 8.6.16. Horizon assessment results from prior years
- 8.7. **System Interface Integration:** The Contractor's implementation of system interfaces shall be performed in accordance with the services specified in this RFP and subsequent documents jointly developed during the detailed project planning process. FCPS will facilitate interface and co-ordination with other vendors whose products are either currently integrated with the Blackboard product suite or accessed through the FCPS 24-7 Learning interface to efficiently integrate the development efforts.
- 8.8. **System Testing:** In cooperation with FCPS, the Contractor shall test the installed Solution to endpoint workstations located within and external to FCPS. The Solution must be fully functional of all RFP requirements, to include authentication. FCPS, at its preference, may monitor internal bandwidth during this testing. The Contractor shall document and track any issues and coordinate the resolution.
- 8.9. **Performance and Security Testing:** The Contractor shall propose performing stress testing in collaboration with FCPS to assess the Solution's performance under realistic load conditions, to determine under what conditions the Solution will degrade, and to specify sufficient hardware for a full deployment. The cost of this evaluation will be identified separately. The Contractor shall develop the test plan, implement test scripts, create test data, execute the tests, and monitor performance. FCPS will provide an environment for the performance tests. Based on an analysis of the test results, the Contractor shall recommend actions to improve performance, if necessary. For technology products that may impact security, privacy, or safety Fairfax County reserves the right to require the vendor to facilitate FCPS access to a comparable system environment to perform a technical assessment, which may include but is not limited to vulnerability scanning.
- 8.10. **User Acceptance Testing:** FCPS will perform user acceptance testing with assistance from the Contractor. The Contractor shall prepare test cases that demonstrate the Solution's ability to meet the agreed upon baseline requirements. FCPS will report any issues found and specify their severity. The Contractor shall track the issues to closure.
- 8.11. **Deployment Plan:** In collaboration with FCPS, the Contractor shall develop and execute a deployment plan of the configured Solution. The deployment plan must have detailed steps, responsibilities, and timelines for moving the Solution into production. Contractor technical staff shall be onsite for major milestones involving technology deployments/go lives and available via remote communication for minor milestones.
- 8.12. **Training:** In collaboration with FCPS, the Contractor shall develop and execute a training plan for the configured Solution. The training plan must have detailed steps, responsibilities, and timelines that support information technology, instructional staff, and students. The training plan

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should also include: detailed technical reference documentation; onsite face-to-face opportunities (to include a train-the-trainer program); online options like tutorials, guides, webinars, and model course. The plan should include optional training days at an agreeable time with the contractor and at an FCPS location for FCPS system administrators and select advanced users in the functionality, optimal use, and maintenance of the Solution.

- 8.13. **Consulting:** The Contractor shall be capable of providing consulting services on an hourly and Statement of Work fixed price basis for services beyond the scope of the initial implementation, and on an as-needed basis between 8:00 AM and 5:00 PM, Eastern Time, Monday through Friday.
- 8.14. **Maintenance and Support:** The Contractor shall provide an extended maintenance agreement, including support, for the term of the contract. Maintenance and support will include software and documentation upgrades, remedy of software defects, and user support for FCPS support staff. The Contractor's support shall include direct toll-free telephone and online access to FCPS support personnel 10 hours a day (7-5 EST), 5 days per week, excluding holidays. If the Solution includes a support plan with different hours than requested, they need to be clearly indicated. The Contractor shall also provide online access for reporting issues, as well as the ability for FCPS to track the status of reported issues online. The Contractor shall describe the method for designating the severity of an issue, respective response times, and escalation procedures. The Contractor shall also provide release notes prior to deployment that include the issues fixed and resolution, any modifications to the software that may not be the result of a fix, any new functionality, and any actions that need to be taken in order to implement the new release (i.e. scripts, configuration change, etc).
- 8.15. **Warranty Period:** The Contractor shall provide a minimum one year performance warranty covering the specifications for and performance of the application software commencing upon acceptance of phased deliverables. The warranty period will be extended, if necessary, to resolve outstanding substantive issues within the project scope.
- 8.16. **Change Management:** The Contractor shall adhere to a change management processes throughout the life of the contract. The Contractor will acknowledge their endorsement of this general approach which shall include but not be limited to the following:
- 8.16.1. Whichever party to the resulting contract identifies a potential change to the application software installed in support of FCPS will document the potential change, thereby initiating a change request under this process.
 - 8.16.2. The change request will be presented to the FCPS project manager for approval to proceed with an initial analysis by the Contractor.
 - 8.16.3. Once FCPS has authorized the Contractor to proceed with development of the change request, the Contractor will proceed with an initial analysis and complete the change request by specifying the change type, general feasibility, estimate of the cost to develop detailed specifications and then implement the change, and potential impact the change implementation would have on already adopted project timelines. Contractor will complete this analysis at no cost to FCPS and provide the document to the FCPS Project Manager for internal FCPS review.
 - 8.16.4. FCPS will review the change request and issue a written notice to Contractor of FCPS' decision to approve, disapprove, or defer the change request. Upon receiving a written notice to proceed from FCPS, confirmed by the Change Request signed by the appropriate FCPS approval authority, Contractor will make the appropriate changes to the Project Work plan and supporting project documentation.

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- 8.16.5. FCPS will process the final change authorization for appropriate modification to existing, or initiation of a new, task order for the work to be performed.

9. **DEMONSTRATION REQUIREMENTS:**

- 9.1. **Recorded Video:** A recorded video demonstrating the ILMS must be submitted with the written proposal. These recordings may be shared with the FCPS community in order to reach the widest audience possible for feedback and should be provided to FCPS as web link. The webinars should not exceed 30 minutes and should focus on the following topics:
- 9.1.1. Navigating the interface and demonstrating key features
 - 9.1.2. A day in the life of a Teacher (10 min)
 - 9.1.3. A day in the life of a Student (10 min)
 - 9.1.4. Parent Access (5 min)
- 9.2. **Sandbox Environment:** All Offerors are required to provide a sandbox environment to include the roles of administrator, teacher, student, and parent so that the full functionality of the system can be tested by FCPS staff. Please provide access to two (2) administrator accounts 2 (two) parent accounts, 5 (five) teacher accounts and 5 (five) student accounts.
- 9.3. **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the selection committee. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. The oral presentation is a fact finding and explanation session only and does not include negotiation. Oral presentations are strictly at the option of FCPS and may or may not be conducted

10. **TECHNICAL PROPOSAL INSTRUCTIONS:**

- 10.1. The Offeror must submit the Technical Proposal in a **separate binder** containing the following information. This information will be considered the minimum content of the proposal. **Proposal contents shall be arranged in the same order as presented herein and divided by sections.**
- 10.2. **THE TECHNICAL PROPOSAL SHALL CONTAIN NO PRICING INFORMATION.**
- 10.3. Proposals should not contain extraneous promotional materials.
- 10.4. Offerors should utilize lay person terms and common terminology wherever possible. Proposals shall cover the general topics outlined in this section and emphasize the Offeror's approach to the work.
- 10.5. Offerors shall refer to Paragraph 15 for details about the submission of proposals.
- 10.6. The required proposal sections are:

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A table of contents providing a listing for each section of the proposal is required, including the appendices and any additional material submitted.

SPECIAL PROVISIONS

TAB 1: COVER LETTER

Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; brief history of organization; appropriate Federal, State, and County registration numbers. The County encourages the use of recycled products, therefore, it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.

TAB 2: EXECUTIVE SUMMARY

The executive summary should provide a concise statement and discussion of the requirements as they are analyzed by the Offeror and summarization of the services being proposed to meet FCPS' needs and why it is the Solution FCPS should decide to implement.

TAB 3: OFFEROR PROFILE AND PRODUCT HISTORY

The Offeror must provide a profile of its organization and all other companies who will be providing services through a subcontracting arrangement with the Offeror. At a minimum, the Offeror will provide the following information on a single page:

- Number of years in business
- Number of years involved in the services described above
- Total number of employees
- Number of employees dedicated to the services described above
- Total number of clients to which you are providing similar services
- Total number of clients of similar size as FCPS
- Number of signed contracts in progress

TAB 4: OFFEROR QUALIFICATIONS

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

- a. Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.
- b. Years of Experience: Offerors must have a minimum five (5) years successful, continuous experience.
- c. References: Special notation must be made of similar or related programs performed and must include organization names, addresses, names of contact persons, telephone numbers, and email addresses for such reference.
- d. Personnel: Full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on this project should be identified. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention must be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.

SPECIAL PROVISIONS

The personnel named in the technical proposal will remain assigned to the project throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the County Purchasing Agent.

- e. Staffing plan: A staffing plan is required which describes the Offeror's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to the contracting organization, and amount of time to be devoted to the project. This includes Consultants as well as regular employees of the Offeror, if relevant.
- f. Financial Information
 1. Total Annual Revenue – State total annual revenue and indicate the revenues associated with the provision of Solution relevant to the proposal.
 2. Dun and Bradstreet Credit Report – Include your firm's current full D&B Business Report, if D&B issues reports on Supplier.
 3. Annual Reports – Provide certified, audited financial statements (i.e., income statements, balance sheets, cash flow statements) for the most recent three years. (Suppliers having been in business for a shorter period of time are requested to submit any available certified, audited annual financial statements.) FCPS may request copies of or access to current and historic annual reports. FCPS reserves the right to access a Supplier's publicly available financial information and to consider such information in its evaluation of such Supplier's proposal.

TAB 5: RESPONSE TO FUNCTIONAL REQUIREMENTS

Offeror shall include a brief description and examples (screenshots/other) of how the proposed Solution will meet or exceed each of the requirements listed in in Special Provisions, Paragraph 6. Offeror must explicitly indicate in its responses which product or products meet the stated requirement.

In response, offerors shall clarify if requirements is met with existing capability within the Solution. If not met within the Solution, offerors shall explain how capability can be met.

Offeror shall also complete **Appendix E**.

TAB 6: RESPONSE TO TECHNICAL REQUIREMENTS

Offeror shall include a brief description and examples (screenshots/other) of how the proposed Solution will meet or exceed each of the requirements listed in in Special Provisions, Paragraph 7. Offeror must explicitly indicate in its responses which product or products meet the stated requirement.

In response, offerors shall clarify if requirements is met with existing capability within the Solution. If not met within the Solution, offerors shall explain how capability can be met.

Offeror shall also complete **Appendix F**.

TAB 7: PROJECT PLAN

The Offeror must provide a preliminary Project Implementation Plan for the Solution initial phase. The plan shall identify major milestones and the related time line for accomplishing these tasks. Proposal shall provide the following:

SPECIAL PROVISIONS

- Description of implementation approach relating to the requirements of this RFP.
- Proposed methodology for quality assurance and benchmarking performance.
- A project work plan that includes recommended timelines for the initial phase as well as subsequent phases.

TAB 8: RESPONSE TO TASKS TO BE PERFORMED

The Offeror must provide detailed description of how to manage and approach each of the tasks in Special Provisions, Paragraph 8.

TAB 9: RESPONSE TO DEMONSTRATION REQUIREMENTS

The Offeror must provide detailed response of Recorded Video per paragraph 9.1 and Sandbox environment per paragraph 9.2.

TAB 10: LICENSES/SERVICE AGREEMENTS

Offeror must provide all services and licensing agreements that would apply to the application and services proposed.

TAB 11: EXCEPTION TO SPECIFICATIONS

Although the specifications in the requirements sections represent FCPS' anticipated needs, there may be instances in which it is in FCPS' best interest to permit exceptions to specifications and accept alternatives. It is extremely important that Offerors clearly state where exception is taken to the specifications and how alternatives will be provided. Therefore, exceptions, conditions, or qualifications to the provisions of FCPS' specifications must be clearly identified as such, together with the reasons, and inserted in this section of the proposal. If the Offeror does not make it clear that an exception is taken, FCPS will assume the proposal is responding to and will meet the specification as written.

TAB 12: TREATMENT OF THE ISSUES

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

11. COST PROPOSAL INSTRUCTIONS:

- 11.1. The Offeror must submit a cost proposal in a separate binder fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee (see Price Summary Sheet – Appendix B). The following information should be submitted as part of the cost proposal:

The cost of each task or segment of the task shall be itemized.

- a. Offerors must provide a price breakdown for each service separately as well as totals for services provided together if price differ.
- b. Breakdown of direct labor and labor overhead costs including number of man-hours and applicable actual or average hourly rates, overhead rate and supporting schedule.
- c. Travel and per diem or subsistence costs, if any supported by breakdown including destination, duration and purpose.
- d. Breakdown of other expenses such as clerical support, other overhead costs, supplies, etc.

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Caution: Failure to break down cost elements may render the Cost proposal non-responsive.

12. PRICING:

- 12.1. The subsequent contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), Table 10, U.S. City Averages, or other relevant indices.
- 12.2. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.).
- 12.3. Price decreases shall be made in accordance with paragraph 43 of the General Conditions & Instructions to Offerors. (Appendix A).

13. TRADE SECRETS/PROPRIETARY INFORMATION:

- 13.1. Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, offerors must invoke the protections of this section prior to or upon submission of the data or other materials. (Reference Appendix B).
- 13.2. The offeror must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) should be stated by the offeror.

14. CONTACT FOR CONTRACTUAL MATTERS:

- 14.1. All communications and requests for information and clarifications shall be directed to the following procurement officials:

Samira Mkaimel
Fairfax County Public Schools
Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, Virginia 22042-1203
Email: smkaimel@fcps.edu

Asya Evans
Fairfax County Public Schools
Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, Virginia 22042-1203
asya.evans@fcps.edu

- 14.2. No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (see paragraph 20.3).

15. REQUIRED SUBMITTALS:

- 15.1. Each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP. Failure to provide documentation with the Offeror's response to the RFP will result in the disqualification of the Offeror's proposal.

16. SUBMISSION OF PROPOSAL:

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- 16.1. Offeror must submit the following:
- One (1) original (duly marked), ten (10) hard copies and two (2) electronic copies on a USB flash drive labeled and in searchable pdf format of the **Technical proposal**;
 - One (1) original (duly marked), ten (10) hard copies and two (2) electronic copies on a USB flash drive (separate USB drives for the Technical and Cost Proposals) labeled and in searchable pdf format of the **Cost proposal**; and
 - A **notarized statement** that the USB flash drives versions are true copies of the printed version.
- 16.2. The items listed in Section 16.1 shall be delivered to the following address in sealed envelopes or packages with the proposal number, title and the Offeror's name and address on the outside. Electronically stamped delivery receipts are available for hand delivered proposals.
- Department of Financial Services
Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, VA 22042-1203
Telephone: 571-423-3550
- 16.3. Offerors are reminded that changes to the request for proposal, in the form of addenda, are often issued between the issue date and within three (3) days before the due date of the solicitation. All addenda **MUST** be signed and submitted to the Office of Procurement Services, 8115 Gatehouse road, Suite 4400, Falls Church, VA 22042-1203 before the due date/time or must accompany the proposal. Notice of addenda will be posted on [eVA](#) and the DPSM current solicitation webpage <https://www.fairfaxcounty.gov/solicitation/>. It is the Offeror's responsibility to monitor the web pages for the most current addenda.
- 16.4. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.
- 16.5. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages the use of recycled paper, therefore it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.
- 16.6. Each original and set of the ten (10) copies of the proposal shall consist of:
- a. Cover sheet (DPSM32)
 - b. Technical proposal as required in the Special Provisions, paragraph 10, **TECHNICAL PROPOSAL INSTRUCTIONS**.
 - c. Cost proposal as required in the Special Provisions paragraph 11, **COST PROPOSAL INSTRUCTIONS**. (Appendix B should be included in the Cost proposal).

SPECIAL PROVISIONS

- 16.7. By executing the cover sheet (DPSM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

17. VIRGINIA FREEDOM OF INFORMATION ACT

- 17.1. Except as provided, once an award is announced, all proposals/bids submitted to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a completed summary page is supplied (Appendix B) that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (USB) with the trade secrets and/or proprietary information redacted. If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.

18. LATE PROPOSALS:

- 18.1. Proposals received in the Office of Procurement Services after the date and time prescribed shall not be considered for contract award and shall be returned to the offeror.

19. PERIOD THAT PROPOSALS REMAIN VALID:

- 19.1. Proposals will remain valid for a period of three hundred and sixty days (360) calendar days after the date specified for receipt of proposals.

20. BASIS FOR AWARD:

- 20.1. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to make multiple awards as a result of this solicitation.
- 20.2. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.
- 20.3. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer any and all calls related to this procurement to the procurement official named in 14.1 above. Failure to comply with this directive may, at the sole discretion of the County result in the disqualification of an offeror from the procurement process.

SPECIAL PROVISIONS

- 20.4. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. 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. Negotiations shall then be conducted with each of the offerors so selected. 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 shall award the contract to that offeror.
- 20.5. Should the County determine in writing and at 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. The Committee will make appropriate recommendations to the County Executive and School Board, if appropriate, prior to actual award of contract.
- 20.6. Proposal Evaluation Criteria

The following factors will be considered in the award of this contract:

Criteria	Weight
Qualifications of firm with appropriately qualified and experienced personnel	10%
Depth of response to Special Provisions, Functional Requirements	20%
Depth of response to Special Provisions, Technical Requirements	10%
Depth of response to Special Provisions, Tasks to be Performed, paragraph 8	10%
Demo video of functionality, Ref. Special Provisions, paragraph 9	5%
Oral Presentations, Ref. Special Provisions, paragraph 9	15%
Sandbox Evaluation, Ref. Special Provisions, paragraph 9	10%
Reasonableness of cost proposal	20%

- 20.7. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual Offerors and to contact references provided with the proposal.
- 20.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 20.9. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.
- 20.10. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for

SPECIAL PROVISIONS

Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.

- 20.11. The County may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

21. CONTRACT INSURANCE PROVISIONS:

- 21.1. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.
- 21.2. The Contractor shall, during the continuance of all work under the contract maintain the following insurance:
- a. Workers' Compensation and Employer's Liability insurance limits of not less than \$100,000 to protect the contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 - b. Commercial General Liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate including contractual liability, personal and advertising injury, and products and completed operations coverage. Completed operations liability endorsement shall continue in force for three years following completion of the contract.
 - c. Owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, include property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under a standard Automobile Liability policy, or a Comprehensive General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.
 - d. Professional Liability/Errors and Omissions coverage responding to Contractor's errors, acts or omissions in the amount of \$1,000,000 per claim and in the aggregate.
 - e. Cyber/Information Technology insurance in the amount of \$1,000,000 per claim, including coverage for costs of 3rd party notification, credit monitoring, and fraud protection.
- 21.3. Fairfax County Public Schools, the Fairfax County School Board, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess"
- 21.4. Indemnification: Article 63 of the General Conditions and Instruction to Bidders (Appendix A) shall apply.
- 21.5. Additional Requirements

SPECIAL PROVISIONS

- a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
- b. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from the requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
- c. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
- d. The contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein.
- e. The contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to FCPS on demand.
- f. The contractor will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the FCPS. These certified copies will be sent to the FCPS from the contractor's insurance agent or representative.
 1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 45 day written notice to the FCPS. The contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
 2. Compliance by the contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the contractor and all subcontractors of their liabilities provisions of the contract.
 3. Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors.
 4. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the FCPS. The Contractor shall be as fully responsible to the FCPS for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of person directly employed by it.
 5. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
 6. The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this Contract.
 7. If the Contractor delivers services from a County leased facility, the Contractor is

SPECIAL PROVISIONS

required to carry property insurance on all equipment, to include County owned installed and maintained equipment used by the Contractor while in their care, custody and control for use under this contract.

g. Liability Insurance "Claims Made" basis:

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

1. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's or sub-contractor's work under this contract, or
2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

22. METHOD OF ORDERING:

- 22.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards. The method of payment is at the discretion of the County at no additional surcharges will be accepted for the use of the procurement card.
- 22.2. A Purchase Order (PO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 22.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement Card is currently a Master Card. Contractors are encouraged to accept this method of receiving orders.
- 22.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 22.5. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

23. REPORTS AND INVOICING:

- 23.1. Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to each program administrator, monthly statistical reports and an annual tabulated report.

SPECIAL PROVISIONS

- 23.2. The Contractor must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:
- a. Employee name;
 - b. The name of the County department;
 - c. Date of services
 - d. The type of services; and,
 - e. The itemized cost for each item/service.
- 23.3. County departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 19.2, a-e. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

24. PAYMENTS:

- 24.1. The County will pay the Contractor based upon completion, acceptance, and approval by the County of each task outlined in the Special Provisions, Section 8, and TASKS TO BE PERFORMED.

25. CHANGES:

- 25.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 25.2. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.

26. DELAYS AND SUSPENSIONS:

- 26.1. The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 26.2. If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. The County may extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further

SPECIAL PROVISIONS

- amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 26.3. The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

27. ACCESS TO AND INSPECTION OF WORK:

- 27.1. The Fairfax County Purchasing Agent and using agencies will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

28. PROJECT AUDITS:

- 28.1. The Contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the contractor under the following conditions:
- a. If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs;
 - b. In the event of a disagreement between the contractor and the County on the amount due the Contractor under the terms of this contract;
 - c. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract; and,
 - d. If it becomes necessary to determine the County's rights and the contractor's obligations under the contract or to ascertain facts relative to any claim against the Contractor that may result in a charge against the County.
- 28.2. These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.
- 28.3. Unless otherwise provided by applicable statute, the contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.
- 28.4. Fairfax County's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work.
- 28.5. Should the Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure Fairfax County's rights hereunder, the Contractor shall be liable to Fairfax County for all reasonable costs, expenses and attorney's fees which Fairfax County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County from said persons under this clause. Such audit may be conducted by Fairfax County or its authorized representative.

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29. DATA SOURCES:

- 29.1. The County will provide the Contractor all available data possessed by the County that relates to this contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.

30. SAFEGUARDS OF INFORMATION:

- 30.1. Unless approved in writing by the County Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Contractor under the final contract.

31. ORDER OF PRECEDENCE:

- 31.1. In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders, (Appendix A).

32. SUBCONTRACTING:

- 32.1. If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Small Business and Supplier Diversity <https://www.sbsd.virginia.gov/>, local chambers of commerce, and other business organizations.
- 32.2. As part of the contract award, the prime contractor agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix B to this solicitation.

33. USE OF CONTRACT BY OTHER PUBLIC BODIES:

- 33.1. Reference Paragraph 75, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the resultant contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to another public body will have no effect on consideration of your offer. (See Appendix B for sample listing).
- 33.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 33.3. Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.

SPECIAL PROVISIONS

- 33.4. Each public body shall execute a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 33.5. Fairfax County **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

34. NEWS RELEASE BY VENDORS:

- 34.1. As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

35. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 35.1. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.
- 35.2. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Office of Equity and Employee Relations at 571-423-3070, HRequity&employeerelations@fcps.edu or TRS at 711. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

36. HIPAA COMPLIANCE:

- 36.1. Fairfax County Government has designated certain health care components as covered by the Health Insurance Portability and Accountability Act of 1996. The successful vendor may be designated a business associate pursuant to 45 CFR part 164.504(e) of those agencies identified as health care components of the County, including the Fairfax-Falls Church Community Services Board, upon award of contract. The successful vendor shall be required to execute a Fairfax County Business Associate Agreement and must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and contractual provisions of that agreement. These laws and regulations include, but are not limited to: (1) HIPAA – 42 USC 201, et seq., and 45 CFR Parts 160 and 164; and (2) Va Code – Title 32.1, Health, § 32.1-1 et seq. The vendor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information.
- 36.2. Further information regarding HIPAA Compliance is available on the County's website at <http://www.fairfaxcounty.gov/HIPAA>.

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37. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

- 37.1. Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or 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 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award.

38. BACKGROUND CRIMINAL INVESTIGATION/IDENTIFICATION:

- 38.1. By the signature of its authorized official on the response to this solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents or subcontractors who will have direct contact with students has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The Contractor agrees to remove from the contract any employee, agent or subcontractor who has been determined by the School Board to be disqualified from service due to such convictions or the failure to truthfully report such convictions.
- 38.2. The Contractor shall immediately notify the FCPS contract administrator if any Contractor or employee of said Contractor providing services under the contract is arrested or indicted as a defendant in Virginia or any other jurisdiction. FCPS reserves the right to require that the employee be suspended from working on the contract until the charge(s) is adjudicated. This requirement does not apply to minor traffic violations, not requiring the appearance of the employee in court, unless the charge includes the illegal possession, distribution, use or influence of drugs or alcohol.
- 38.3. Due to enhanced security measures, Contractor employees/representatives are required to have photo identification and be able to present same upon request. Contractor employees/representatives shall report to the appropriate administrative and/or main office each time a site is visited. **All Contractor employees will be required to wear a company picture ID badge, or temporary name tag, issued by the County, clearly visible above the waist.** Contractor employees/representatives who arrive at the County/School facility without appropriate identification badges will immediately be dismissed from the job site.
- 38.4. Failure to comply with the above requirements may result in termination of the contract.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

COUNTY OF FAIRFAX
COMMONWEALTH OF VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.)

Subject to all State and local laws, policies, resolutions, and regulations and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. AUTHORITY -The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

2. DEFINITIONS-

AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

BEST VALUE: As predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

BID: The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

CONSULTANT SERVICES: Any type of services required by the County, but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of service required and at fair and reasonable compensation, rather than by competitive sealed bidding.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

COUNTY: County of Fairfax.

GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

INVITATION FOR BID (IFB): A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

PROFESSIONAL SERVICES: Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with the Fairfax County Purchasing Resolution).

PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

QUICK QUOTE (QQ): A method of competitive bidding for the purchase or lease of goods, non professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less the \$50,000.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

REQUEST FOR PROPOSAL (RFP): A request for an offer from prospective offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

RESPONSIBLE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required. (Reference paragraph 24, General Conditions and Instructions to Bidders).

RESPONSIVE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having submitted a bid which conforms in all material respects to the invitation for bid or request for proposal.

SERVICES: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

SOLICITATION: The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising (newspaper, County Web Site, or other electronic notification), the mailing of Notices of Solicitation, Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an Open Market Procurement (OMP), or telephone calls to prospective bidders.

STATE: Commonwealth of Virginia.

CONDITIONS OF BIDDING

3. BID FORMS-Unless otherwise specified in the solicitation, all bids shall be submitted on the forms provided, to include the bid Cover Sheet and Pricing Schedule(s), properly signed in ink in the proper spaces and submitted in a sealed envelope or package. The item pages of the Pricing Schedule which do not include any items for which a bid is required need not be included in the submission of a bid.

Should the bid prices and/or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

4. LATE BIDS & MODIFICATIONS OF BIDS-

- a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:
 1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or
 2. The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.
- b. If an emergency or unanticipated event or closing interrupts or suspends normal County business operations so that bids cannot be received at the County office designated for receipt of bids by the exact time specified in the solicitation, the due date/time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal County business operations resume.
- c. The official time used for receipt of bids/modifications is the Bid Clerk's time and date stamp clock located in the Department of Purchasing and Supply Management. All bidders are responsible for ensuring all bids/modifications are received prior to the scheduled due date/time.
- d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

5. WITHDRAWAL OF BIDS-

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing to the Purchasing Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

- b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:
 - 1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.
 - 2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.
- c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
- d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.
- e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- f. If the county denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.
- g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.

6. ERRORS IN BIDS-When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.

7. MAILING OF BIDS – All bids and proposals submitted in response to a Fairfax County solicitation shall be submitted in a sealed envelope or package identified with the solicitation number, title, bidder's name and address, and due date/time of opening/closing clearly marked on the outside of such envelope or package.

8. COMPLETENESS-To be responsive, a bid must include all information required by the solicitation.

9. ACCEPTANCE OF BIDS/BINDING 90 DAYS-Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.

10. CONDITIONAL BIDS-Conditional bids are subject to rejection in whole or in part.

11. BIDS FOR ALL OR PART-Unless otherwise specified by the County Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.

12. AREA BIDS-For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.

13. TIME FOR RECEIVING BID-Bids received prior to the time of opening will be securely kept, unopened. The representative of the Purchasing Agent assigned to open them will decide when the specified time has arrived, and no bid received thereafter will be

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

considered, except as provided in paragraph 4, General Conditions and Instructions to Bidders. No responsibility will attach to the Purchasing Agent or his or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered.

14. BID OPENING-All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 68, General Conditions and Instructions to Bidders. Tabulations of bids received are posted on the Department of Purchasing & Supply Management Bulletin Board as well as the County's web site: <http://www.fairfaxcounty.gov/dpsm/bidtab.htm>. Proposals received in response to a Request for Proposal (RFP) will be made available as provided in paragraph 68, General Conditions and Instructions to Bidders.

15. OMISSIONS & DISCREPANCIES-Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.

16. RESPONSE TO SOLICITATIONS-In the event a vendor cannot submit a bid on a solicitation, he or she is requested to return the solicitation cover sheet with an explanation as to why he or she is unable to bid on these requirements.

17. BIDDER INTERESTED IN MORE THAN ONE BID-If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

18. TAX EXEMPTION-The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

19. PROHIBITION AGAINST UNIFORM PRICING-The County Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

SPECIFICATIONS

20. QUESTIONS CONCERNING SPECIFICATIONS-Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids. No inquiries, if received by the Purchasing Agent within five (5) days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the County Purchasing Agent, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative.

21. BRAND NAME OR EQUAL ITEMS-Unless otherwise provided in the invitation for bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

22. FORMAL SPECIFICATIONS-When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. FEDERAL SPECIFICATIONS-Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

AWARD

24. AWARD OR REJECTION OF BIDS-The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- b. The quality of performance of previous contracts or services;
- c. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- d. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- e. The quality, availability and adaptability of the goods or services to the particular use required;
- f. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- g. The number and scope of the conditions attached to the bid;
- h. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
- i. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the County Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

25. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS-A written award (or Acceptance Agreement) mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- a. County of Fairfax Solicitation Form/Acceptance Agreement (Cover Sheet) and other documents which may be incorporated by reference, if applicable,
- b. General Conditions and Instructions to Bidders,
- c. Special Provisions and Specifications,
- b. Pricing Schedule,
- c. Any Addenda/Amendments/Memoranda of Negotiations

26. TIE-BIDS – If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of readvertisement for bids, the County Purchasing Agent is authorized to award the contract to the resident Fairfax County tie bidder whose firm has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the County Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.

27. PROMPT PAYMENT DISCOUNT-

- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

- b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check or issuance of an Electronic Funds Transfer.

28. INSPECTION-ACCEPTANCE-For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

29. DEFINITE BID QUANTITIES-Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

30. REQUIREMENT BID QUANTITIES-On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

CONTRACT PROVISIONS

31. TERMINATION OF CONTRACTS-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
- b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

32. TERMINATION FOR CONVENIENCE-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

33. TERMINATION OF CONTRACT FOR CAUSE-

- a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, in addition to the County's remedies under the contract and all other rights available at law or in equity, the County shall have the right to immediately terminate this contract. Such termination shall be effected by delivering a notice of termination to the Contractor at any time specifying the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

34. CONTRACT ALTERATIONS-No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.

35. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS-It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

36. FUNDING-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.

37. DELIVERY/SERVICE FAILURES-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

38. NON-LIABILITY-The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at his or her discretion, cancel the contract.

39. NEW GOODS, FRESH STOCK-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

40. NON-DISCRIMINATION-During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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 non-discrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

41. SMALL AND MINORITY BUSINESS UTILIZATION

- a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.
- B Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women and minority businesses.
- c. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

42. GUARANTEES & WARRANTIES-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

43. PRICE REDUCTION-If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. **FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT.** Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

The Contractor, if requested, shall furnish, within ten days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

44. CHANGES-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment. No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

45. PLACING OF ORDERS-Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card) executed and released by the Purchasing Agent or his or her designee. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

DELIVERY PROVISIONS

46. SHIPPING INSTRUCTIONS - CONSIGNMENT-Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

47. RESPONSIBILITY FOR SUPPLIES TENDERED-Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. INSPECTIONS-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

49. COMPLIANCE-Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Special Provisions for the individual solicitation.

50. POINT OF DESTINATION-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

51. ADDITIONAL CHARGES-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.

52. METHOD AND CONTAINERS-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

53. WEIGHT CHECKING-Deliveries shall be subject to re-weighing over official sealed scales designated by the County. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the County.

54. DEMURRAGE AND RE-SPOTTING-The County will be responsible for demurrage charges only when such charges accrue because of the County's negligence in unloading the materials. The County will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the County.

55. REPLACEMENT-Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.

56. PACKING SLIPS OR DELIVERY TICKETS-All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

1. The Purchase Order Number,
2. The Name of the Article and Stock Number (Supplier's),
3. The Fairfax County Identification Number (FCIN), if specified in the order,
4. The Quantity Ordered,
5. The Quantity Shipped,
6. The Quantity Back Ordered,
7. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BILLING

57. BILLING-Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

PAYMENTS

58. PAYMENT-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

59. PARTIAL PAYMENTS-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

60. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING-When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL

61. GENERAL GUARANTY-Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

62. SERVICE CONTRACT GUARANTY-Contractor agrees to:

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

63. INDEMNIFICATION-Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, theft, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

64. OFFICIALS NOT TO BENEFIT-

- a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately

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disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

- c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

65. LICENSE REQUIREMENT-All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: http://www.fairfaxcounty.gov/dta/business_tax.htm. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

66. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: 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 shall 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. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

67. COVENANT AGAINST CONTINGENT FEES-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

68. VIRGINIA FREEDOM OF INFORMATION ACT-All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Reference Section 4.D., of the Fairfax County Purchasing Resolution)

BIDDER/CONTRACTOR REMEDIES

69. INELIGIBILITY-

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
 1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.
- b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
 1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
 4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:
 - (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

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- (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;
- 5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
- 6. The contractor has abandoned performance or been terminated for default on any other Fairfax County project;
- 7. The contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4 a.9, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
- b. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

72. PROTEST OF AWARD OR DECISION TO AWARD-

- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 3, Section 4, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4d of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4d, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.

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- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

73. CONTRACTUAL DISPUTES-

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy to the contractor within ninety (90) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the County Purchasing Agent's decision on the claim, unless the County Purchasing Agent fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

74. LEGAL ACTION-No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all statutory requirements have been met.

75. COOPERATIVE PURCHASING-The County may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

76. PROFESSIONAL AFFILIATION-The Department of Purchasing & Supply Management holds membership in the National Institute of Governmental Purchasing, Inc., a non-profit, educational and technical organization that includes among its goals and objectives the study, discussion, and recommendation of improvements in governmental purchasing and the interchange of ideas and experiences on local state, and national governmental purchasing problems.

77. DRUG FREE WORKPLACE-During the performance of a 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 of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this section, 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.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

78. **VENUE:** This contract and its terms, including, but not limited to, the parties' obligations under it, the performance due from each party under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia that would cause the application of any laws other than those of the Commonwealth of Virginia shall not apply. Any and all disputes, claims and causes of action arising out of or in connection with this contract or any performance hereunder, shall be brought in the applicable court of Fairfax County, Virginia, or in the United States District Court, Eastern District of Virginia, Alexandria Division.

79. **IMMIGRATION REFORM AND CONTROL ACT:** Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

80. **CONTRACTOR NOT TO BENEFIT:** Contractor agrees that the goods and/or services provided to Fairfax County pursuant to this Agreement are for the benefit of Fairfax County and that Contractor shall not undertake any actions or efforts stemming from or related to this Agreement that shall inure to the detriment of Fairfax County. Any information provided to the Contractor for the performance of this Contract shall not be used for any other purpose without the written consent of the Purchasing Agent.

APPROVED:

/S/ David P. Bobzien
COUNTY ATTORNEY

/S/ Cathy A. Muse
COUNTY PURCHASING AGENT

OFFEROR DATA SHEET

NAME OF OFFEROR: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

Name and e-mail addresses of both service and fiscal representatives (Key Personnel) who would handle this account.

Service Representative: _____

Telephone Number: () _____

E-Mail Address: _____

Fiscal Representative: _____

Telephone Number: () _____

E-Mail Address: _____

Payment Address, if different from above:

RFP CHECKLIST

The following documents which are included in this Solicitation must be incorporated by reference in the resulting contract and become a part of said contract:

1. County of Fairfax Acceptance Agreement (Cover Sheet, DPSM32)
2. Original and Copies of Technical and Business Proposals for Special Provisions & Specifications to include USB Flash Drives.
3. Appendix A (General Conditions and Instructions to Bidders)
4. Appendix B (RFP Checklist, BPOL Form, Debarment/Suspension Certification, Listing of Local Public Bodies, Business Classification Schedule, Subcontractor's Notification Form).
5. Appendix C, Pricing Summary Sheet
6. Appendix D, Minimum Qualifications and Reference Sheet
7. Appendix E, Functional Requirements
8. Appendix F, Technical Requirements
9. Appendix G, Student/ Employee Confidentiality Provisions
10. Exhibit 1 – Definitions
11. Exhibit 2 – FCPS learning model and instructional framework

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The bidder:

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 contacts with Virginia and describes why those contacts 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:

BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE

All firms located or operating in Fairfax County must obtain a Business, Professional and Occupational License (BPOL) as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. In order for the Department of Tax Administration to determine your BPOL requirement prior to contract award, it is necessary for you to provide the following information:

- If you currently have a Fairfax County business license, please submit a copy with your proposal.
- Do you have an office in:
Virginia Yes No
Fairfax County Yes No
- Date business began/will begin work in Fairfax County

A detailed description of the business activity that will take place in Fairfax County. If business is located outside of Fairfax County, give the percentage of work actually to be done in the County

Signature

Date

Complete and return this form or a copy of your current Fairfax County Business License with your proposal.

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all offerors submitting a proposal in response to this Request for Proposal:

1. The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration.
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Offeror shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time prior to award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate the contract resulting from this solicitation for default.

Printed Name of Representative: _____

Signature/Date: _____/_____

Company Name: _____

Address: _____

City/State/Zip: _____

SSN or TIN No: _____

CERTIFICATION REGARDING ETHICS IN PUBLIC CONTRACTING

In submitting this proposal and signing below, Offeror certifies the following in connection with a bid, proposal, or contract:

Check one:

1. I have not given any payment, loan, subscription, advance, monetary deposit, services or anything of more than nominal value to any public employee or official who has official responsibility and authority for procurement transactions.

2. I have given a payment, loan, subscription, advance, monetary deposit, services or anything of more than nominal value to a public employee or official who has official responsibility and authority for procurement transactions, and in exchange I received consideration of substantially equal or greater value.

3. I have given a payment, loan, subscription, advance, monetary deposit, services or anything of more than nominal value to a public employee or official who has official responsibility and authority for procurement transactions, but in exchange I have not received consideration of substantially equal or greater value.

If #2 above is selected, please complete the following:

Recipient: _____

Date of Gift: _____

Description of the gift and its value:

Description of the consideration received in exchange and its value:

Printed Name of Bidder/Offeror Representative: _____

Signature/Date: _____ / _____

Company Name: _____

Company Address: _____

City/State/Zip: _____

This certification supplements but does not replace the requirements set forth in paragraph 64 (OFFICIALS NOT TO BENEFIT) of the General Conditions and Instructions to Bidders included in this solicitation.

Sample Listing of Local Public Bodies

REFERENCE, SPECIAL PROVISIONS, PARAGRAPH TITLED "USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended to; a "blank" will signify a "NO" response:

	Alexandria Public Schools, VA		Manassas Park, Virginia
	Alexandria Sanitation Authority		Maryland-National Capital Park & Planning Commission
	Alexandria, Virginia		Maryland Transit Administration
	Arlington County, Virginia		Metropolitan Washington Airports Authority
	Arlington Public Schools, Virginia		Metropolitan Washington Council of Governments
	Bladensburg, Maryland		Montgomery College
	Bowie, Maryland		Montgomery County, Maryland
	Charles County Public Schools, MD		Montgomery County Public Schools
	College Park, Maryland		Northern Virginia Community College
	Culpeper County, Virginia		Omni Ride
	District of Columbia		Potomac & Rappahannock Trans. Commission
	District of Columbia Courts		Prince George's County, Maryland
	District of Columbia Public Schools		Prince George's County Public Schools
	DC Water and Sewer Authority		Prince William County, Virginia
	Fairfax County Water Authority		Prince William County Public Schools, VA
	Fairfax, Virginia (City)		Prince William County Service Authority
	Falls Church, Virginia		Rockville, Maryland
	Fauquier County Government and Schools, Virginia		Spotsylvania County Schools, Virginia
	Frederick, Maryland		Stafford County, Virginia
	Frederick County Maryland		Takoma Park, Maryland
	Gaithersburg, Maryland		Upper Occoquan Sewage Authority
	Greenbelt, Maryland		Vienna, Virginia
	Herndon, Virginia		Virginia Railway Express
	Leesburg, Virginia		Washington Metropolitan Area Transit Authority
	Loudoun County, Virginia		Washington Suburban Sanitary Commission
	Loudoun County Public Schools		Winchester, Virginia
	Loudoun County Sanitation Authority		Winchester Public Schools
	Manassas, Virginia		
	Manassas City Public Schools, Virginia		

Complete and return this form with your proposal.

Vendor Name

BUSINESS CLASSIFICATION

DEFINITIONS

Small Business – means a business, independently owned or operated by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average 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.

Minority-Owned Business - means a business concern that is at least 51% 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% 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.

Woman-Owned Business – means a business that is at least 51% 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% 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.

YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING THE APPROPRIATE BOXES ON THE COVER SHEET (DPSM32). This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered workshops, government organizations, partnerships, sole proprietorships, etc.

PROPRIETARY INFORMATION:

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

NOTICE OF PROPRIETARY INFORMATION

**Confidentiality References Protection in Accordance with the Code of Virginia,
Section 2.2-4342F**

Section Title	Page Number	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

- A. This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income... of any person (or) partnership. "Reference the Virginia Public Procurement Act,,Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B. This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552 (b)(4); 12 C.F.R. 309.5(c)(4).
- C. This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in die future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342F; 552 (b)(4); 12 C. F. R 309.5(c)(4).

RETURN THIS PAGE, IF APPLICABLE

SUBCONTRACTOR (S) NOTIFICATION FORM

Contract Number/Title: _____

Prime Contractors Name: _____

Prime Contractor's Classification: _____

You are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification of each first-tier subcontractor (ref. Special Provisions, titled "Subcontracting"). Please complete this form and return it with your submission.

Please check here if you are not using a subcontractor: _____

SUBCONTRACTOR(S) NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	ANTICIPATED DOLLAR AMOUNT	VENDOR CLASSIFICATION

Complete and return this form with your proposal.

PRICE SUMMARY

Provide detailed pricing for the proposed solution. Include ongoing fees, one time charges, customization fees, and any other charges associated with installation, implementation, customization, modifications, support, and training for the Solution. FCPS will consider any or all pricing options. Please submit pricing and specify any case in which functionality or features described elsewhere in the RFP are different or unavailable. Student projections are based on average growth of .19%. Year 1 pilot will approximate 10% of the population. FCPS will provide up-to-date projections prior to contract year.

Description	Year 1	Year 2	Year 3	Year 4	Year 5
Application Software	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
License Cost	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3 rd party software	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Installation	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Testing	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Data Migration	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Training	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Maintenance and Support	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Consulting (specify labor categories)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Description	Price
Project Management	\$ _____
Customization (if any, to meet RFP requirements)	\$ _____
System Testing	\$ _____
Performance and Security Testing	\$ _____
User Acceptance Testing	\$ _____
Deployment Plan and Training	\$ _____
Other (Please Specify):	\$ _____

REFERENCES / MINIMUM QUALIFICATIONS

All Offerors are required to submit the following:

Reference 1: Company: _____

Address: _____

Point of Contact: _____

Current Telephone Number: _____

Email: _____ -

Length of Engagement: _____

Please describe service provided: _____

- At least one of these references must be from a project that involved course conversion from Blackboard Learn 9.X to the new system.

Reference 2: Company: _____

Address: _____

Point of Contact: _____

Current Telephone Number: _____

Email: _____

Length of Engagement: _____

Please describe service provided: _____

- At least one of these references must be from a project that involved ILMS Gradebook integration to a Student Information System. (ref. Special Provisions, paragraph 2.3.3)

Reference 3:

Company: _____

Address: _____

Point of Contact: _____

Current Telephone Number: _____

Email: _____

Length of Engagement: _____

Please describe service provided: _____

REFERENCES / MINIMUM QUALIFICATIONS (Con't)

	Minimum Qualification	Yes/No	Indicate where in the proposal the minimum qualification is met
2.4	The Offeror must have a Solution that supports authentication to eDirectory via LDAPS and SAML2.(see mandatory requirements F1, F2, T3 sections X and Y)		
2.5	The Offeror must have a Solution that supports the LTI and Thin Common Cartridge IMS Global standards. (see mandatory requirements F1, F2, T3 sections X and Y)		
2.6	The Offeror must have a Solution that supports custom QTI for assessments and custom Dublin Core schema for LOR.		
2.7	The Offeror must have a Solution that supports parent's accounts that provide the capability to view information such as assignments for their associated children. (see mandatory requirements F1, F2, T3 sections X and Y)		
2.8	The Offeror must have a Solution that provides system wide support for tagging instructional content (assessment items, resources) using FCPS schema		
2.9	The Offeror must have a Solution that provides documentation such as a Voluntary Product Accessibility Template (VPAT) or equivalent describing the proposed solution's compliance with applicable accessibility laws. (see mandatory requirements F1, F2, T3 sections X and Y)		
2.10	The Offeror must have a Solution that provides Integration with G Suite for Education's Google Drive (see mandatory requirements F1, F2, T3 sections X and Y)		

FUNCTIONAL REQUIREMENTS

ILMS Functional Requirements Instructions		
This section of the RFP contains instructions for responding to the functional requirements. In responding to the requirements, the codes indicated below must be used. Cells Denoted by X are mandatory requirements.		
Response Code	Response Description	Definition
Y	Yes	Requirement will be met. This application requirement is met by proposed software that is installed and operational at other sites and can be demonstrated to the district.
N	No	Requirement will not be provided.
C1	Configuration	Requirement will be met by configuring existing software or through the use of software tools such as application report writer, query, etc. at no cost to the district. Note: In the Comments column next to this response, you must indicate the following: <ul style="list-style-type: none"> · Description of customization · Estimated level of complexity (High, Medium, Low)
C2	Customization	Requirement will be met by customizing existing software Estimated associated costs must also be included the Offeror's Costs, see Appendix C, Pricing Summary Note: In the Comments column next to this response, you must indicate the following: <ul style="list-style-type: none"> · Description of customization · Estimated level of complexity (High, Medium, Low)
UD	Under Development	Requirement will be met by software that is currently under development, in Beta test, or not yet released. Please indicate target date for completion.
TP	3 rd Party Supplier	Requirement will be met by 3 rd party software package and is included in this proposal. Note: In the Comments column, indicate the name of the proposed 3 rd party software package and indicate the interface/integration services being proposed. Estimated associated costs must be included in the Proposer's Costs, Appendix C , Pricing Summary

Section	Sub Section	Req. #	Requirement	Resp. Code	Narrative Required No Short Detailed	Short Link to Vendor Documentation
Course Management	User Management	F1	Solution shall allow Instructors to add additional instructors, students, as well as change course role of existing users. Provide a list of course roles and descriptions.		S	
Course Management	User Management	F2	Solution should allow Instructors to have the ability to add participants and change participant roles within courses.		N	
Course Management	User Management	F3	Solution should allow Instructors to have the ability to create and manage learning groups.		N	
Course Management	User management	F4	The solution shall support a parent role. Describe the parent role in the ILMS and the capabilities within the role.		S	
Course Management	Content Management	F5	Solution should allow instructors to have the ability to copy content to multiple courses.		N	
Course Management	Content Management	F6	Solution should allow instructors to have the ability to add (and remix) standards aligned resources (links, binaries, assessment items etc.) from the Learning Object Repository(LOR)		N	
Course Management	Content Management	F7	Solution should allow Instructors to have the ability to create audio and video recordings (or allow for a connected third party application).		N	

Course Management	Efficiency	F8	<p>Through the lens of instruction, provide some details how courses are managed by instructors. In your response, please address the following:</p> <ul style="list-style-type: none"> Describe how your system helps a teacher who manages multiple courses with different students and common content use their time most efficiently? Describe how your system helps instructors with efficiency when going from school year to school year. <p>(Example: Teacher A has 3 sections of algebra, each course has multiple groups and individual students. Not all sections and students meet at the same time. How does your system allow for the teacher to add content and LOR to all of these places quickly?)</p>		D	
Course Management	Assignment Management	F9	Solution shall allow Instructor to have the ability to create assignments.		S	
Course Management	Assignment Management	F10	Solution should allow Instructor to have the ability to embed assessments within the course as an assignment.		N	
Course Management	Grading and Feedback	F11	Solution should allow Instructors and/or students can give feedback within individual assignments.		N	
Course Management	Grading and Feedback	F12	Solution should allow Instructors to grade assignments.		N	
Course Management	Grading and Feedback	F13	Solution should allow Instructors and/or students to give feedback on projects (both overall and individual parts).		N	

Course Management	Grading and Feedback	F14	Solution should allow instructors to grade/assess projects in whole or by parts.		N	
Course Management	Grading and Feedback	F15	Solution shall allow multiple raters and inter-rater reliability issues (short answer, e.g. peer review, multiple teacher etc.)		S	
Course Management	Grading and Feedback	F16	Solution should have a plagiarism tool that is available to instructors within the system.		N	
Course Management	Course calendar	F17	Solution should have a Calendar display assignments for students, parents, and instructors and have ability to populate calendar from gradebook assignments		N	
Course Management	Calendar	F18	Solution should allow selected user roles to receive reminders for items on calendar.		N	
Course Management	Calendar	F19	Solution should allow selected users to create events in the calendar.		N	
Course Management	Calendar	F20	Solution shall allow Calendars to be populated from external iCal feeds		S	
Course Management	Calendar	F21	Solution should allow Calendar appointment slots that can be seen by other users.		N	
Course Management	Personalized Learning	F22	Provide a detailed response for the following: Student can set and track progress on learning and personal goals.		D	

			<ol style="list-style-type: none"> 1. Instructors can see student's goals and the progress they have made toward reaching those goals. 2. Ability for different roles to make available or assign learning pathways** 3. Ability for students to choose their own pathways 			
Course Management	Course Collaboration	F23	Solution shall allow virtual classroom and other collaborative tools (ie. discussion boards, wiki, etc.)		D	
Curriculum Management	Builder Role	F24	Solution should allow Builder to create/edit/share curriculum as learning objects, resources, and tasks		N	
		F25	Solution should allow Builder to curate curriculum items submitted by instructors.		N	
		F26	Solution should allow Builder to create learning pathways accessible by instructors and students		N	
		F27	Solution should allow Builder to align curriculum to district and/or state standards.		N	
		F28	Solution should allow Builder to view reports on curriculum and learning pathways usage		N	
Curriculum Management	Instructor Role	F29	Solution should allow Instructor to access builder and instructor created learning objects, resources, and tasks.		N	

		F30	Solution should allow Instructor to share builder and instructor created curriculum with students.		N	
		F31	Solution should allow Instructor access to builder and instructor created learning pathways.		N	
		F32	Solution should allow Instructor to share/assign builder and instructor created learning pathways with/to students.		N	
		F33	Solution should allow Instructor to access all curriculums so as to support project/problem based learning and cross-curricular learning.		N	
		F34	Summarize how your system supports instructors with cross-curricular and/or project/problem based learning tasks.		S	
		F35	Describe how instructors can create/access and assign learning pathways to students to support their personal learning goals.		D	
Curriculum Managemen	Student Role	F36	Solution should allow Student access to learning pathways shared/assigned by the instructor role.		N	
		F37	Solution should allow Students to search and access learning pathways to support individual interests or learning goals.		N	
		F38	Solution should allow students to submit self-created curriculum objects or learning pathways to instructor.		N	

		F39	Solution should allow students to share their progress on learning pathways with instructors, parents, and student (if desired).		N	
Communication and Collaboration	Student Role	F40	Solution should allow Student to be able to communicate and collaborate with a teacher, group, class, students in other classes/FCPS schools.		N	
		F41	Solution should allow Student to be able to communicate progress on learning to parents.		N	
		F42	Solution should allow Student to be able to communicate progress on learning goals to parents, teachers, and other students (if desired).		N	
		F43	Solution should allow Student to be able to participate in virtual classroom sessions hosted by instructor.		N	
		F44	Solution should allow Student to be able to use third party collaboration tools (G Suite for Education) from within the ILMS.		N	
Communication and Collaboration	Instructor Role	F45	Solution should allow Instructor to be able to communicate with enrolled students, parents, and colleagues.		N	
		F46	Solution should allow Instructor to be able to allow student access to communication/collaboration tools from third parties like G Suite for Education.		N	

		F47	Solution should allow Instructor is able to host virtual classroom sessions.		N	
		F48	Describe how an Instructor is able to share a student's work with their parent.		S	
Communication and Collaboration	Parent Role	F49	Summarize how parents can access student work.		S	
		F50	Summarize how parents can communicate with teachers from within the system.		S	
		F51	Summarize how parents can give feedback to their students) about progress toward learning goals or progress on learning pathways.		S	
Communication and Collaboration	District role	F52	Describe how The system allows for course connections for collaboration: Course to course, course to multiple courses, and course to collaborative work space.		S	
		F53	Summarize how your system supports collaboration between courses.		S	
		F54	Summarize how Identified roles have the ability to communicate messages across the enterprise, to communicate messages to parents, and to get parent or community feedback.		S	

		F55	Describe how your system facilitates communication both within the enterprise and out to the community and parents.		D	
Assessment	Alignment	F56	The solution shall support tagging of all objects, questions, assessments, rubrics to existing metadata that is part of the FCPS Curriculum Schema, including Bloom's level, organizing topics, and one or more Standards and Benchmarks and indicators, if desired, of all questions, narratives, rubrics, or products.		N	
Assessment	Question Types, Forced Choice	F57	Solution supports the following traditional item types (machine scored): <ul style="list-style-type: none"> • Multiple choice, • Multiple select, • Fill in the blank • True/False 		N	
Assessment	Question Types, Forced Choice	F58	The solution should have the ability to record partial scores for forced choice items		N	
Assessment	Question Types, Forced Choice	F59	The solution shall support TEI item types. Describe how the solution supports the following Technology Enhanced Assessment Items(TEI): <ul style="list-style-type: none"> • Gap/Graphic Gap match, • Hot spot, • Ordering • Mathematical/Scientific types (Graphing, Calculator, Scales) 		S	

			<ul style="list-style-type: none"> Language Arts types (Hot text, Paired Passages) 			
Assessment	Question Types, Adaptive problem sets	F60	The solution should support adaptive problem sets. Describe		D	
Assessment	Automatically generated assessments	F61	The solution shall allow for automatically generated assessments. Describe how the ability to create assessment automatically and deliver based upon selected criteria (curriculum, thinking level, etc.) as well as capability to Preview assessment before deployment.		S	
Assessment	Automatically generated assessments	F62	The solution should allow assessments to be used in a game or competitive mode with students.		S	
Assessment	Question Type, Constructed Response	F63	The solution shall support Paragraph/Essay question types that have teacher and student rubrics available during test creation, entry, and scoring.		N	
Assessment	Question Type, Constructed Response - Project Based	F64	Solutions shall support the creation of Project/Performance Based Tasks and Assessments (Rubric scored/Rating Guide)		N	

Assessment	Question Type, Constructed Response - Project Based	F65	Solution shall support the ability to create, deliver, score online and offline assessments that can be reused.		N	
Assessment	Question Type, Constructed Response - Project Based	F66	Solution shall support the ability to share assessments between teachers, courses, and schools.		N	
Assessment	Question Type, Constructed Response - Project Based	F67	Solution shall support the ability to add/mix LOR objects and other ancillary documents to build projects and tasks		N	
Assessment	Question Type, Constructed Response - Project Based	F68	Solution shall support the ability to add exemplar products to project or to rubric that can be seen by teacher and student roles.		N	
Assessment	Question Type, Constructed Response - Project Based	F69	The solution should allow the calendaring of project tasks. Describe the ability to place components of project tasks on to student and teacher calendars to act as as benchmarks along the way towards completion of an entire project.		D	
Assessment	Question Type, Constructed	F70	Describe how the solution supports observational tasks/projects (Rubric Scored/Rating Guide) (such as		S	

	Response - Observational Tasks/Projects		a teacher observing a performance, or watching elementary students create pattern with blocks).			
Assessment	Questions - Narratives	F71	The solution shall support creation of Narratives (i.e. reading passages, maps, images, videos, tools) that are able to be connected to and reused on multiple questions, tasks, and projects.		N	
Assessment	Questions - Narratives	F72	The solution should support display of Lexile information on reading passage narratives for teachers.		N	
Assessment	Questions - Narratives and rubrics	F73	The solution shall allow for division-level narratives and rubrics. Describe how the solution supports centrally created narratives and rubrics only editable by division-level roles.		D	
Assessments	Rubrics	F74	The solution shall support creation of reusable/copyable rubrics using a quick rubric generator.		N	
Assessments	Rubrics	F75	The solution shall support the ability to build out rubric criterion as well as mix and match them to create new rubrics.		N	
Assessments	Rubrics	F76	The solution should support allow scoring on different scales. Describe.		D	
Assessments	Rubrics	F77	The solution shall support a bank of centrally created rubrics or criteria to assemble into rubrics.		N	

Assessments	Rubrics	F78	The solution shall support the ability to have rubrics displayed in different versions depending on the role (i.e. a teacher version and student version).		N	
Assessments	Rubrics	F79	The solution should support the ability of students to generate rubrics for use on projects/tasks/portfolios with teacher/mentor approval.		N	
Assessments	Question Types All-Functionality	F80	The solutions shall allow the use of video, audio, hyperlinks, etc. in the creation of all parts of assessments.		N	
Assessment	Question Types All-usability	F81	The solution shall allow for reusable teacher content. Describe how the solution allows questions, narratives, rubrics, tasks, projects, and assessments to be reused, copied, and shared between and amongst roles that may be at multiple schools.		D	
Assessment	Question Types All-usability	F82	The solution shall support the ability to designate questions, task, rubrics, projects, and assessments as division-level allowing them to be delivered and not modified, copied, shared, or searched.		N	
Assessment	Question Type, Constructed Response - Scoring	F83	The solution shall support multiple scorers. Describe how the solution supports single, multiple, peer, self, and mentor scoring of constructed response questions, tasks, and projects.		D	
Assessment	Question Type, Constructed	F84	The solution shall support the ability for the teacher to set an assessment to not be scored.		N	

	Response - Scoring					
Assessment	Question Type, Constructed Response - Scoring	F85	The solution shall support Interrater reliability features that allow teachers or “observer” roles to review scoring, make adjustments to scored projects, and communicate feedback.		N	
Assessment	Delivery - Polling	F86	The solution should support graded and ungraded polling features.		N	
Assessment	Combining Assessments	F87	The solution shall support combining projects. Describe the system’s ability to combine multiple, individually scored projects into one comprehensive project.		D	
Assessment	Combining Assessment Types	F88	The solution shall allow assessments to be a combination of forced and constructed questions. Describe the system’s ability to combine forced and constructed response assessments into projects and assessments		D	
Assessment	Collaboration	F89	The solutions shall support collaboration on assessment creation. Describe how the system supports teacher to teacher, teacher to students, and student to student collaboration during creation questions, narratives, tasks, projects, etc.		D	
Assessment	Answer Entry	F90	The solution shall supports the ability to submit answers online and through teacher manual entry.		N	

Assessment	Answer Entry	F91	The solution shall support the use of alternate devices, such as images or spreadsheets, to allow answer entry.		N	
Assessment	Answer Entry	F92	The solution should support import of answers from other defined solutions, such as textbooks.		N	
Assessment	Answer Entry	F93	The solution shall support the entry of answers by students through online and manual entry (i.e. Scanning, etc.)		N	
Assessment	Answer Entry	F94	The solution shall support the ability to enter project/task/rubric scores quickly, including quick scoring features and auto-fill features.		N	
Assessment	Answer Entry	F95	The solution should supports the ability to “tag” places within student responses as evidence of understanding. (E.g. Marking a spot in a video or audio submission.)		N	
Assessment	Providing Feedback	F96	The solution should supports feedback from learners during work on assessments, both forced and constructed, including the ability to justify, explain, or show work.		N	
Assessment	Providing Feedback	F97	The solution should supports feedback from teacher/peer/mentor to learner, and back, before submission of projects and tasks.		N	
Assessment	Tools (calculators,	F98	The solution shall supports a variety of tools accessible to students and teachers during		N	

	rulers, highlighting, etc.)		assessment creation, completion, and scoring.			
Assessment	Tools (calculators, rulers, highlighting, etc.)	F99	The solution shall be accessible to all learners. Describe how the solution supports active universal design (508 compliance) tools including speech/read on demand, screen contrast, screen reading, and alternate entry methods.		D	
Assessment	Tools (calculators, rulers, highlighting, etc.)	F100	The solution shall have the ability to play audio and provide synchronized highlighting.		N	
Assessment	Tools (calculators, rulers, highlighting, etc.)	F101	The solution shall support the use of equation editors.		N	
Assessment	Tools (calculators, rulers, highlighting, etc)	F102	The solution shall support the use of symbols and alternate characters for World Languages.		N	
Assessment	Tools (calculators, rulers, highlighting, etc)	F103	The solution shall supports the use Music notations symbols, etc.		N	

Assessment	Tools (calculators, rulers, highlighting, etc)	F104	The solutions shall allow assessment items to be presented in random order to a group of students (e.g. shuffled answers).		N	
Assessment	Tools (calculators, rulers, highlighting, etc)	F105	The solutions shall allow question answers (distractors) to be presented in random order to a group of students (e.g. shuffled).		N	
Assessment	Tools (calculators, rulers, highlighting, etc)	F106	The solution shall allow for the ability to disallow backtracking on assessments or sections of assessments.		N	
Assessment	Multiple attempts and continuous scoring features	F107	The solution shall support the submission of assessments for review prior to grading.		N	
Assessment	Multiple attempts and continuous scoring features	F108	The solution shall supports the submission of single or multiple attempts to unlimited attempts.		N	
Assessment	Multiple attempts and continuous scoring	F109	The solution should supports the ability for learners to unsubmit an attempt.		N	

	features					
Assessment	Multiple attempts and continuous scoring features	F110	The solution should supports feedback. Describe the ways the solution allows formal, informal, and requests for feedback to happen between learners and learners and teachers.		D	
Assessment	Multiple attempts and continuous scoring features	F111	The solution should support in-progress and/or partial grades to be given until a final submission is completed.		N	
Assessment	Multiple attempts and continuous scoring features	F112	The assessment shall support use of assessments generated in other systems. Describe the ways that the solution allows assessments to be brought in from other solutions, such as text books, Google, Microsoft Office.		D	
Assessment	Search, Delivery, Assignment	F113	The solution shall support the ability to quickly search for assessments based on metadata.		N	
Assessment	Search, Delivery, Assignment	F114	The solution shall supports the ability to push assessments to classes/students by a division level account.		N	

Assessment	Search, Delivery, Assignment	F115	The solution shall support the ability for a teacher or multiple teachers to assign and deliver assessments.		N	
Assessment	Search, Delivery, Assignment	F116	The solution shall support the ability to preview assessments.		N	
Assessment	Search, Delivery, Assignment	F117	The solution shall support the ability to preview assessments pushed by a division level account.		N	
Assessment	Search, Delivery, Assignment	F118	The solution shall support the ability for delivery and assignment of common or shared assessments between multiple students, classes, courses, and teachers.		N	
Assessment	Search, Delivery, Assignment	F119	The solution shall support the ability to assign assessments to teacher-created custom created groups. (See Course Management)		N	
Assessment	Search, Delivery, Assignment	F120	The solution shall support the ability to assign assessments to teacher-created custom created groups. (See Course Management)		N	
Assessment	Search, Delivery, Assignment	F121	The solution should support the creation of assessments in languages other than English. Describe the ways the solution supports the ability to create, take, and score assessments in multiple languages, including non-Roman script.		S	

Assessment	Just in time reporting	F122	The solution shall support for the ability to see forced choice and constructed response data to be seen together.		N	
Assessment	Just in time reporting	F123	The solution shall support reporting by student, teacher, grade. Course, school, district, and customized groups.		N	
Assessment	Just in time reporting	F124	The solutions shall have reporting for students and parents. Describe the just-in-time reporting capabilities for students and parents.		D	
Assessment	Just in time reporting	F125	The solution should suggest opportunities for continued learning based upon student results or teacher decision. Describe any capabilities of the solution to suggest continuing learning opportunities to teachers or students based on student information.		D	
Assessment	Just in time reporting	F126	The solution shall support standards based grading and reporting based upon curriculum standards and other designated metrics.		N	
Assessment		F127	The solution shall support informing student progress. Describe how your solution's assessment tools work together to support teachers and students in understanding the student's progress towards her/his defined learning goals.		Show Me	

Section	SubSection	Req. #	Requirement	Meets Y/N	Narrative Required No Short Detailed	Link to Documentation
Learning Object Repository and Search		F128	<p>The solution should allow for learning objects to be located through searching. Describe how the user can search by:</p> <ol style="list-style-type: none"> 1. Keywords 2. Metadata driven facets including, but not limited to: <ol style="list-style-type: none"> a. Curriculum b. media type c. date added d. purpose) <p>Ability for federated searches</p> <ol style="list-style-type: none"> a. Default profiles to allow user to narrow focus <ol style="list-style-type: none"> i. Student profile? b. Ability to comment upon/rate/flag c. Alignment to curriculum 		D	
Learning Object Repository and Search		F129	<p>The solution shall allow for multiple content sources to be updated and managed efficiently. Describe how the following LOR Content can be updated and managed in regards to :</p> <ul style="list-style-type: none"> ■ FCPS generated ■ Teacher shared ■ External purchased resources ■ Open Education Resources(OER)- found or provided by vendor 		D	

			<ul style="list-style-type: none"> ■ External Textbook/library databases ■ Assessments 			
Learning Object Repository and Search		F130	The solution shall non-manually align all objects to existing metadata that is part of the FCPS Curriculum Schema, including Bloom's level, organizing topics, and one or more Standards and Benchmarks and indicators, if desired. Describe.		D	
Learning Object Repository and Search		F131	<p>The solution shall allow student search and access to designated content. Describe how students can access:</p> <ul style="list-style-type: none"> a. Designated content only (Ability to centrally exclude content from students) b. Ability for students to use content with tools and to remix into work and assessments/projects 		D	
Learning Object Repository and Search		F132	The solution should allow students to store personal content as a reusable playlist.		N	
Learning Object Repository and Search		F133	The solution shall allow creation of new content from scratch or from reusing/remixing existing content. Describe how teachers and specialists, individually and collaboratively, can create new, remix from central LOR, and add their learning objects to create lessons and units of study that would be used digitally and analog (paper)		D	

Learning Object Repository and Search		F13 4	The solution shall allow teachers to share content and lessons with other teachers, teams, or groups of others.		N	
Learning Object Repository and Search		F13 5	The solution should allow students to submit objects to be added based on approval.		N	
Learning Object Repository and Search		F13 6	The solution shall allow the ability to designate/restrict access for resource: student, parent, teacher, specialist, or combination of roles.		N	
Section	SubSection	Req. #	Requirement	Meets Y/N	Narrative Required No Short Detailed	Link to Documentation
Student Portfolio		F13 7	The solution shall allow for student portfolios. Describe how students, and teachers, can designate for storage representations of learning throughout a school career including the ability to package evidence, and scoring criteria, together from work, assessments, and projects. Also, describe how feedback is allowed by teachers, peers, mentors, parents.		D	
Student Portfolio		F13 8	The solutions should allow portfolios to align to curriculum and learning targets. Describe the ability for teachers/division roles to requests student evidence that meet learning targets, based on assigned curriculum/POS,		D	

			including the ongoing learning targets (such as POG) that go beyond a year or a class.			
Student Portfolio		F139	The solution shall allow group work to be accessed and placed into each member's portfolio. Describe the ability for "group" projects to be seen by all group members within portfolios.		D	
Student Portfolio		F140	The solution shall allow teachers to access student portfolios to review learning artifacts added and add to artifacts.		N	
Student Portfolio		F141	The solution should allow the ability to assign Badging and Micro-credentialing based upon artifacts in a portfolio, as aligned to assigned curriculum/POS and industry standards.		N	
Student Portfolio		F142	The solution should allow students, with permissions, to give outside-enterprises, such as colleges, mentors, internships, etc.,. Access to curated parts of their portfolio. Describe.		D	
		F143	The solutions shall allow for students leaving FCPS, such as graduates, to take their portfolio pieces with them. Describe.		D	

Section	Subsection	Req. #	Requirement	Meets Y/N	Narrative Required No Short Detailed	Link to Documentation
Collaborative Work Space		F14 4	<p>The solution shall allow users to create and become members of collaborative spaces not connected to a course or class. Describe how the system allows for spaces to be created for activities such as:</p> <ul style="list-style-type: none"> • Mentoring or tutoring • Discussion or proof area for outside evidence of learning • Personal journaling or reflections • Personal interest groups • Collaboration spaces for teachers who are the only one of their type in a building. 		D	
Collaborative Work Space		F14 5	<p>The solution shall allow for automatically designated and requested observers for student-owned collaboration spaces. Describe how the solution allows automated observers (such as a counselor) and student selected observers to be added to student-owned spaces.</p>		D	

TECHNICAL REQUIREMENTS

ILMS Technical Requirements Instructions		
<p>This section of the RFP contains instructions for responding to the technical requirements. In responding to the requirements, the codes indicated below must be used. Cells Denoted by X are mandatory requirements.</p>		
Response Code	Response Description	Definition
Y	Yes	Requirement will be met. This application requirement is met by proposed software that is installed and operational at other sites and can be demonstrated to the district.
N	No	Requirement will not be provided.
C1	Configuration	<p>Requirement will be met by configuring existing software or through the use of software tools such as application report writer, query, etc. at no cost to the district.</p> <p>Note: In the Comments column next to this response, you must indicate the following:</p> <ul style="list-style-type: none"> · Description of customization · Estimated level of complexity (High, Medium, Low)

C2	Customization	<p>Requirement will be met by customizing existing software</p> <p>Estimated associated costs must also be included the Proposer's Costs, Appendix C, Pricing Summary</p> <p>Note: In the Comments column next to this response, you must indicate the following:</p> <ul style="list-style-type: none"> · Description of customization · Estimated level of complexity (High, Medium, Low)
UD	Under Development	<p>Requirement will be met by software that is currently under development, in Beta test, or not yet released. Please indicate target date for completion.</p>
TP	3 rd Party Supplier	<p>Requirement will be met by 3rd party software package and is included in this proposal.</p> <p>Note: In the Comments column, indicate the name of the proposed 3rd party software package and indicate the interface/integration services being proposed. Estimated associated costs must be included in the Proposer's Costs, Appendix C, Pricing Summary.</p>

Section	Subsection	Req. #	Requirement	Response Code	Narrative Required No Short Detailed	Link to Documentation
Solution Architecture	General	T1	The Solution must be web-based (no software installation on windows platforms). Data must be hosted exclusively in United States. Describe the hosting environment, including specific characteristics that allow redundancy, availability and scalability		D	
Solution Architecture	General	T2	The Solution must provide demonstrable capacity to support 250,000 concurrent users. Describe how the solution scales to support peak demands e.g. time of year (August-September, May-June) or by usage pattern (e.g. district wide testing)		D	
Solution Architecture	Required Environments	T3	The Solution must provide the following environments: <ul style="list-style-type: none"> • Production • Test: The Offeror must provide a non-public test environment, separate from the production solution, to facilitate the development, testing, and modification of provisioning and processes needed for implementation and subsequent upgrade/update processes. 		S	

Solution Architecture	Optional Environments	T4	The following environments may be required for limited time periods based on specific need <ul style="list-style-type: none"> • Training 		S	
Solution Architecture	Upgrades and Enhancements	T5	The Solution must provide updates and patches. Describe how updates and enhancements are implemented. Describe how the release schedule is determined, how, customers are notified of new releases and what if any options exist to defer moving to a new release.		D	
Solution Architecture	Upgrades and Enhancements	T6	The Offeror shall provide details on version releases to the designated FCPS contract at a minimum of 7 days before the release.		D	
Solution Architecture	Browser Support	T7	The Solution must provide be fully accessible through FCPS supported browsers (Firefox, Chrome, Internet Explorer). <ol style="list-style-type: none"> 1. Provide a list of all minimum browsers, versions, plugins required, and client operating systems as well as browsing functionality that may require compatibility mode as well as HTML5 Complaint. 2. Describe the process for updating to support new browsers versions and the policy for supporting older browsers. 3. Does the product provide a browser and “plugin” compatibility test page? If so provide the link. 		D	
Solution Architecture	Mobile Support	T8	The Solution must must be accessible via mobile device, either via browsers in a Responsive Web Design (RWD) format or in a mobile app.		D	

			<ol style="list-style-type: none"> 1. Describe the solutions mobile support 2. Describe what product features, if any, can be used when the user is not connected to the Internet 			
Solution Architecture	Online Help	T9	The solution shall provide access for all users to online help that provides descriptions of functional processes and procedures. Describe any specific features such as context aware help, videos, tip sheets, user forums or frequently asked questions provided.		D	
Accessibility		T10	The Solution shall support ADA/Section 508 compliance requirements. Describe		D	
Accessibility		T11	The Solution shall support the use of screen readers (example: JAWS)		N	
Accessibility		T12	The Solution shall support the ability to set different assessment time frames for individual students (e.g., students with disabilities who need more time)		D	
Accessibility		T13	The Solution shall support the ability to provide a variety of feedback types (e.g., text, audio, video) for assignments, discussions, other student activities		D	
Accessibility		T14	The Solution shall support the ability to add audio/video components to quizzes or exams.		D	
Accessibility		T15	The Solution shall support the ability to add captions to assessments		D	

<p>Account and Course Management</p>		<p>T16</p>	<p>The solution shall provide support for manual account and course management. While initial account and course creation, and instructor and student class course assignments will be performed as part of the data integration requirements, the requirement exists to support these needs during the course of the school year. This support will include:</p> <ol style="list-style-type: none"> 1. User account creation. 2. User institution role assignment. 3. User system role assignment. 4. User account availability selection. 5. Course creation. 6. Course availability selection/modification. 7. Organization creation. 8. Organization availability selection/modification. 9. Batch course enrollments. 10. Batch course enrollment copy. 11. individual course enrollments 12. Assignment of course roles. 13. Modification of course roles. <p>These functions must performed using an automated method on a daily basis (e.g. SFTP, cURL, API etc.). Describe these options in detail.</p>		<p>D</p>	
<p>Authentication</p>	<p>External Authentication</p>	<p>T17</p>	<p>The solution must support the option of Authentication of Users via interaction with district identity management server (NetIQ Access Manager) using SAML, Shibboleth, or LDAP. Provide links to any online documentation for how the system integrates with these methods.</p>		<p>S</p>	

Authentication	Native Account and Passwords	T18	The solution shall provide the capability to enforce complex password policy for native passwords (accounts that use a password stored in the solution rather than authentication against an external source) and provide capability to enforce different password policies for different groups of users. The FCPS security policy (Regulation 6225.5) is linked for further information: http://www.boarddocs.com/vsba/fairfax/Board.nsf/files/8YCPFY647147/\$file/R_6225.pdf .		D	
Authentication	Native Account and Passwords	T19	The solution shall provide a password reset capability that <ol style="list-style-type: none"> 1. Directs users that authenticate via an external source (e.g. LDAP) to an external password link 2. For native passwords the Offeror must describe the system's password management capabilities (i.e., admin reset, global reset, individual self- service reset, forced change, etc.). 3. Indicate whether the proposed system provides the ability to require the end user to change passwords upon initial login. 		D	
Security and Privacy	Confidentiality Addendum	T20	The Offeror shall review and acknowledge the acceptability and the Offeror's willingness to execute as a matter of contract, the Confidentiality Provisions, current version attached as Appendix G.		S	
Security and Privacy	Encryption	T21	The solution shall provide encrypt all traffic transmitted via web browser, mobile app or API must be encrypted (e.g. TLS). Any passwords or other sensitive student data stored locally on the client (e.g. on a mobile device, or HTML local storage) must be encrypted.		S	

Security and Privacy	Encryption	T22	The Offeror shall provide information on the security of data at rest.		D	
Security and Privacy		T23	The Offeror should describe the system safeguards in place to prevent unauthorized access to the system		D	
Security and Privacy	Auditing	T24	The Offeror shall describe the auditing capacity of the system.		D	
Security and Privacy	Privacy	T25	The Solution shall provide logon/logoff monitoring and support activity-based auditing when requested by FCPS		D	
Security and Privacy	Privacy	T26	The Solution shall provide FCPS an audit report that details account privileges that can be filterable by school and role.		D	
Security and Privacy	Privacy	T27	The Offeror shall post Privacy policies online and accessible to all users. Notice of changes to policies should be provided to the designated FCPS contact no later than within 24 hours of their effective date. Describe if FCPS has the ability to customize the solution to provide a district specific privacy policy.			
Security and Privacy	Privacy	T28	The Offeror shall list any 3rd party tracking or advertising networks used in the system.		D	
Security and Privacy	Privacy	T29	If the Solution provides a system-wide directory listing, it must also provide a method to delist a student in the directory. Describe method used.		D	

Security and Privacy	Security	T30	The Offeror shall describe current processes and policies for host site security, including but not limited to, physical access control, virus protection, system updates, server and device security standard, backup and disaster recovery, change management, and incident handling.		D	
Roles and Management Capabilities		T31	The Solution shall support controls to ensure the provision of, and access to data, features, functionality, and administrative capabilities based on end users permissions for delivery of services based on end-user roles.		D	
Roles and Management Capabilities	Roles	T32	The Solution shall support a role-based access system following the “need to know” principle. This principle requires each user be granted the most restrictive set of privileges needed for the performance of authorized tasks. Provide a matrix of available roles with their associated permissions.		D	
Roles and Management Capabilities	Parent Accounts	T33	The Solution shall support Parent accounts which shall be granted only view capabilities to content areas of their students' associated class and organization sites. Describe how parent accounts are created and managed		D	
Interoperability	Standards Support	T34	The Solution must support the following IMS standards <ul style="list-style-type: none"> ● One Roster ● LTI ● Common Cartridge ● Thin Common Cartridge 		D	

Interoperability	Standards Support	T35	<p>The Offeror shall describe the system's support for IMS standards in general, and specifically support for the following</p> <ul style="list-style-type: none"> ● One Roster ● Caliper Analytics ● Open Badges ● LTI ● Common Cartridge ● Thin Common Cartridge ● QTI ● APIP ● portfolio ● Competencies & Academic Standards Exchange 		D	
Interoperability	System Interfaces	T36	<p>The Solution shall support the ability to exchange data with FCPS data systems (e.g. Direct table access via ODBC, web service) Describe</p>		D	
Reporting and Analytics		T37	<p>The Solution shall support the ability to generate reports. e.g. Preferably daily usage reports (total daily logins for students and teachers separately), for the last 30, and 90 days, and for the full school year.</p> <ol style="list-style-type: none"> 1. Provide a list (or link) of all built in reports available to (1) teachers) (2) System administrators. 2. Provide details of any ad-hoc report or additional reporting capabilities 		D	
Reporting and Analytics		T38	<p>Describe current reporting capabilities and anticipated future reporting capabilities available to FCPS. Indicate if reports are able to be self-generated by FCPS or available by request.</p>		D	

Reporting and Analytics		T39	<p>The ILMS will include a statistics feature that will allow teachers and administrators to track:</p> <ul style="list-style-type: none"> • User access to include number of accesses to courses, content units, groups and organizations, and the duration of such access. • User statistics will support monitoring time of day, and date of these accesses. • Cumulative course statistics including total accesses over time of day, day of week. • System level statistics for total courses, total instructors, total students, total hits over time of day, day of week, week of the month. 			
Support		T40	<p>The Offeror shall provide support that at a minimum, must be Monday - Sunday. Evening hours also preferred.</p> <ol style="list-style-type: none"> 1. Describe the methods of support provided to the district and to end-users. e.g. Toll-free help-desk live operator, email, live chat. 2. Explain and state the hours that each support type is available. (Describe hours of availability for tier 1 & 2 support coverage.) 		S	
Support		T41	<p>The Offeror shall provide Escalation phone support for designated FCPS contacts. Identify escalation contacts</p>		D	
Support		T42	<p>The Offeror shall provide tier 2 and tier 3 technical support coverage. Describe hours of availability for tier 2 and tier 3 technical support coverage. Describe process and procedures for escalation and documented response and reconciliation targets by severity and impact.</p>		D	

Support		T43	In addition, Offerors should provide a listing of support tickets reported with ticket details including resolutions when requested. Reports should be provided within 5 days of request. Reports shall be delivered to the designated FCPS representative in Microsoft Excel or CSV format unless otherwise agreed upon in writing.		D	
Support		T44	Offeror should provide a web-based incident tracking system allowing designated FCPS support contacts to create and track system problems. Describe current incident tracking capabilities		D	
Maintenance , Upgrades, and Planned Outages		T45	The system be available to a level of 99.9%, calculated over a 30 day period, 24/7, outside of regularly- scheduled maintenance and/or update windows.		D	
Maintenance , Upgrades, and Planned Outages		T46	The Offeror must provide the Solutions actual monthly availability for the last school year.		S	
Maintenance , Upgrades, and Planned Outages		T47	<p>The Offeror will provide identified FCPS contact with at least 7 days notification of any planned service outage. The Offeror will post this notification to any user log-in into the Solution for at least 7 days prior to the planned service outage.</p> <ul style="list-style-type: none"> ● When regular scheduled maintenance is required, when and how long is the “down-time” period? ● Provide the current yearly schedule and the schedule for previous year(s). ● Provide any Status page URL 		D	

Service Level Agreements		T48	Offeror's Service Level Agreement (SLA) for FCPS must address the following minimum requirements.		D	
Service Level Agreements		T49	The Offeror must guarantee a minimum of 99.99% availability, computed based on 24 hours/day over a 30 day period.		S	
Service Level Agreements		T50	In the event that an SLA is breached by the fault of the Contractor, the Contractor must include "service credit" and "critical deliverable credit" as a portion of its remedy to FCPS.		S	
Service Level Agreements		T51	Describe the Offeror notification processes to clients (e.g. via email or other) concerning upcoming releases, fixes, changes, and retirements.		D	
Text Display, Editing and Storage	General	T52	The product will include, either organically or as a third party product, spell check, a symbol generator that includes scientific and mathematical notation, and the capability to display foreign language symbols		S	
Text Display, Editing and Storage	Unicode	T53	The solution shall provide the capabilities to capture, manipulate, search, retrieve and render unstructured data. Unstructured includes but is not limited to unstructured text, images, video, audio, non- English character sets, mathematic and scientific expressions, and content containing markup tags such as XHTML and MathML.		S	

Text Display, Editing and Storage	Unicode	T54	The solution shall provide support for the import, storage, export, entry and display of Unicode characters.		S	
Text Display, Editing and Storage	Unicode	T55	The solution shall provide the acceptance and preservation of Unicode characters from text pasted into the user interface.		S	
Text Display, Editing and Storage	Unicode	T56	The solution shall provide support for processing on content containing international languages (Unicode). Please detail the languages that are and are not supported		S	

CONFIDENTIALITY PROVISIONS
STUDENT AND EMPLOYEE RECORDS

THIS AGREEMENT, executed and effective as of the ___ day of _____, 201_, by and between _____, a corporation organized and existing under the laws of ___ (the "Company"), and the **FAIRFAX COUNTY SCHOOL BOARD**, a public body corporate and politic organized and existing under the laws of the Commonwealth of Virginia (the "School Board"), recites and provides as follows.

Recitals

The Company and the School Board agree that the purpose of such terms and conditions is (i) the identification of Company as an an entity acting for the School Board in its performance of functions that a School Board employee otherwise would perform; (ii) the establishment of procedures for the protection of personally identifiable information contained in employee and student records, including procedures regarding security and security breaches; and (iii) to ensure compliance with the Family Educational Rights and Privacy Act (FERPA).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged hereby, the parties agree as follows.

Agreement

The Agreement is amended hereby as follows:

1. The following provisions shall be deemed to be included in the Agreement:

Confidentiality Obligations Applicable to Certain FCPS Records. The Company hereby covenants and agrees that it shall maintain, in strict confidence and trust, all FCPS employee records, as well as student records containing either (1) non-directory information of any kind, whether provided by or created for FCPS pursuant to this contract, or (2) directory information as to which the eligible student or his family has opted out of disclosure (collectively, "FCPS Confidential Records").

The Company shall cause each officer, director, employee and other representative who shall have access to FCPS Confidential Records during the term of the Agreement (collectively, the "Authorized Representatives") to maintain in strict confidence and trust all FCPS Confidential Records. The Company shall take all reasonable steps to insure that no FCPS Confidential Records are disclosed to any person or entity except those who (i) are Authorized Representatives of the Company performing functions for FCPS under the Agreement and have agreed to be bound by the terms of this Agreement or a Confidentiality Agreement (as defined below) executed pursuant hereto; (ii) are authorized representatives of FCPS, or (iii) are entitled to such FCPS Confidential Records from the Company pursuant to federal and/or Virginia law. The Company shall use FCPS Confidential Records, and shall take all reasonable steps necessary to ensure that its Authorized Representatives shall use such records, solely for purposes related to

and in fulfillment of the performance by the Company of its obligations pursuant to the Agreement.

The Company shall: (i) designate one of its Authorized Representatives to be responsible for ensuring that the Company and its Authorized Representatives maintain the FCPS Confidential Records as confidential; (ii) train the other Authorized Representatives with regard to their confidentiality responsibilities hereunder and pursuant to federal and Virginia law; (iii) maintain at all times a list of Authorized Representatives with access to FCPS Confidential Records; (iv) cause each Authorized Representative to execute a written covenant of confidentiality in substantially the form set forth on Attachment hereto (the "Confidentiality Agreement") prior to his or her performance of any services contemplated by the Agreement and shall deliver any and all such Confidentiality Agreements to the School Board upon request.

Other Security Requirements. The Company shall maintain all technologies, policies, procedures and practices necessary to secure and protect the confidentiality and integrity of FCPS Confidential Records, including procedures to (i) restrict access to such records as described in the "Confidentiality" provision of this Agreement; (ii) establish user IDs and passwords as necessary to protect such records; (iii) protect all such user passwords from detection and unauthorized use; (iv) prevent hostile or unauthorized intrusion that could compromise confidentiality, result in data corruption, or deny service; (v) prevent and detect computer viruses from spreading to disks, attachments to e-mail, downloaded files, and documents generated by word processing and spreadsheet programs; (vi) minimize system downtime; (vii) notify FCPS of planned system changes that may impact the security of FCPS Confidential Records; (viii) return or destroy FCPS Confidential Records that exceed specified retention schedules; (ix) permit periodic security audits by FCPS or designated third party using applicable regulations and industry best practice standards as benchmarks, and make commercially reasonable efforts to remediate the vulnerabilities discovered; (x) in the event of system failure, enable immediate recovery of FCPS records to the previous business day.

In the event of a security breach, the Company shall (i) immediately take action to close the breach; (ii) notify FCPS within 24 hours of Company's first knowledge of the breach, the reasons for or cause of the breach, actions taken to close the breach, and identify the FCPS Confidential Records compromised by the breach; (iii) return compromised FCPS Confidential Records for review; (iv) provide communications on the breach to be shared with affected parties and cooperate with FCPS efforts to communicate to affected parties by providing FCPS with prior review of press releases and any communications to be sent to affected parties; (v) take all legally required, reasonable, and customary measures in working with FCPS to remediate the breach which may include toll free telephone support with informed customer services staff to address questions by affected parties and/or provide monitoring services if necessary given the nature and scope of the disclosure; (vi) cooperate with FCPS by providing information, records and witnesses needed to respond to any government investigation into the disclosure of such records or litigation concerning the breach; and (vii) provide FCPS with notice within 24 hours of notice or service on Company, whichever occurs first, of any lawsuits resulting from, or government investigations of, the Company's handling of FCPS records of any kind, failure to follow security requirements and/or failure to safeguard confidential information. The Company shall provide satisfactory documentation of its compliance with the security requirements of this provision prior to performing services under the

Agreement. The Company's compliance with the standards of this provision is subject to verification by FCPS personnel or its agent at any time during the term of the Agreement.

Applicability of Confidentiality and Security Provisions to Non-Confidential Records

To the extent that FCPS provides non-confidential information to Company under this Agreement, such as student records containing only directory information as to which no opt-out has been filed, de-identified information, and FCPS records not pertaining to employees or students, the Confidentiality and Security paragraphs shall not apply, *provided that* the notice obligation under subsection (vii) shall apply to lawsuits and investigations involving FCPS records of any kind.

Disposition of FCPS Confidential Records Upon Termination of Agreement

Upon expiration of the term of the Agreement, or upon the earlier termination of the Agreement for any reason, the Company covenants and agrees that it promptly shall deliver to the School Board, and shall take all reasonable steps necessary to cause each of its Authorized Representatives promptly to deliver to the School Board, all FCPS Confidential Records. The Company hereby acknowledges and agrees that, solely for purposes of receiving access to FCPS Confidential Records and of fulfilling its obligations pursuant to this provision and for no other purpose (including without limitation, entitlement to compensation and other employee benefits), the Company and its Authorized Representatives shall be deemed to be school officials of the School Board, and shall maintain FCPS Confidential Records in accordance with all federal state and local laws, rules and regulations regarding the confidentiality of such records. The non-disclosure obligations of the Company and its Authorized Representatives regarding the information contained in FCPS Confidential Records shall survive termination of the Agreement. The Company shall indemnify and hold harmless the School Board from and against any loss, claim, cost (including attorneys' fees) or damage of any nature arising from or in connection with the breach by the Company or any of its officers, directors, employees, agents or representatives of the obligations of the Company or its Authorized Representatives under this provision or under a Confidentiality Agreement, as the case may be.

Certain Representations and Warranties. The Company hereby represents and warrants as follows: (i) the Company has full power and authority to execute the Agreement and to perform its obligations hereunder and thereunder; (ii) the Agreement constitute the valid and binding obligations of the Company, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or similar laws affecting the rights of creditors and general principles of equity; and (iii) the Company's execution and delivery of the Agreement and compliance with their respective terms will not violate or constitute a default under, or require the consent of any third party to, any agreement or court order to which the Company is a party or by which it may be bound.

Governing Law; Venue. Notwithstanding any provision contained in the Agreement to the contrary, (i) the Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to conflict of laws principles;

and (ii) any dispute hereunder which is not otherwise resolved by the parties hereto shall be decided by a court of competent jurisdiction located in the Commonwealth of Virginia.

Termination. This agreement shall remain in force until notification to terminate is issued by FCPS. At time of termination, vendor is to follow regulations for Disposition of FCPS Confidential Records Upon Termination of Agreement as stated above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers effective as of the date first written above.

[COMPANY NAME]

By: _____
[Name]
[Title]

FAIRFAX COUNTY SCHOOL BOARD

By: _____
Michelle R. Pratt
Director, Office of Procurement Services

Attachment
Covenant of Confidentiality

In connection with the performance by _____ (the "Company") of its obligations under that certain agreement with the Fairfax County School Board dated _____, 20__, as the same shall have been amended by that certain Agreement of even date therewith (the "Agreement"), the undersigned authorized representative of the Company (the "Authorized Representative"), for good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby covenants and agrees as follows, with knowledge that the Fairfax County School Board is relying upon the statements set forth herein.

The Authorized Representative hereby covenants and agrees that he or she: (i) shall maintain in strict confidence and trust all records, reports and other documents or materials of any nature relating to the operations, students, families and employees of Fairfax County Public Schools (collectively, the "FCPS Confidential Records"); (ii) shall not disclose any FCPS Confidential Records to any person or entity who has not agreed to be bound by the terms of the Agreement, or a sworn statement executed pursuant thereto, unless the person or entity is an Authorized Representative of FCPS or is otherwise entitled to access to such FCPS Confidential Records pursuant to federal and/or Virginia law; (iii) shall use the FCPS Confidential Records solely for purposes related to and in furtherance of the performance by the Company of its obligations pursuant to the Agreement; (iv), upon expiration of the term of the Agreement, or upon the earlier termination of the Agreement for any reason, promptly shall deliver all FCPS Confidential Records to Fairfax County Public Schools; (v) shall continue to maintain as confidential all information obtained from FCPS Confidential Records after the expiration or termination of the Agreement.

IN WITNESS WHEREOF, the Authorized Representative has executed this Covenant of Confidentiality as of the __ day of _____, 20__.

[Name]

[Address]

(____)____ - _____
[Telephone No.]

Exhibit 1 - Definitions

Purposeful Assessment: Provide teachers, students, and other stakeholders with evidence of growth in student content knowledge and Portrait of a Graduate attributes. Utilize a balanced assessment approach where students monitor their own growth and demonstrate their learning in a variety of ways.

- A K-12 experience with outcomes at 3rd, 5th, 8th, 10th, 12th
- An interdisciplinary, project-based experience
- A pathway to Portrait of a Graduate for ALL students
- A student-focused experience
- An opportunity for students to share and showcase their growth over time

Authentic assessment: An assessment where students are asked to perform real-world tasks that demonstrate meaningful application of essential knowledge and skills, differentiated for each student.

Adaptive learning, defined by Arkansas State University's education department, is "a series of highly complex algorithms that draw on an enormous data set to process a series of decision trees that — outwardly, at least — present a finely tuned instructional methodology that more readily matches the student's ability to process and retain instructional material."

Blended Learning Environment: An instructional model that uses both face-to-face and online learning environments to give students more choice over the time, pace, path and place of their learning. Digital tools are used in conjunction with face to face strategies to give students greater interaction with other students, the teachers, and/or content.

Competency Based Learning – An instructional model characterized by the following:

- Students advance upon mastery of content;
- Explicit, measurable, transferable learning objectives;
- Meaningful assessment and positive learning experiences;
- Timely, differentiated support based on individual learning needs; and
- Learning outcomes emphasizing the application and creation of knowledge along with the development of important skills and dispositions.

Concept-Based Curriculum: Provide a rigorous curriculum that is aligned to enduring understandings and skills so that students move beyond a focus on facts and develop authentic connections to the world around them.

Curriculum Object

Differentiated Learning: The ability to adjust learning based upon student need.

Digital Ecosystem: consists of the instructional tools and systems that coexist and interact to impact how students learn, where students learn, and when students learn.

Education Decision Support Library (EDSL): Educational Decision Support Library (EDSL) is an enterprise-wide decision support system that provides a central location (data warehouse) for informed decision making. EDSL contains reports, analytics, and formative assessment data.

It has over 300 reports on such topics as Audits, DRA, AP, IB, Discipline, Enrollment and Marks, Formative Assessment Data, Membership, P/SAT, Special Education, Standard and SOL Tests, and VAAP. EDSL delivers this data with a user-friendly layout that is easy to navigate.

EDSL was developed by FCPS.

Family Connection

FCPS eCART

FCPS 24-7: The FCPS brand name for our customized build of Blackboard.

Federated Search: An information retrieval technology that allows the simultaneous search of multiple searchable resources. A user makes a single query request which is distributed to the search engines, databases or other query engines participating in the federation. The federated search then aggregates the results that are received from the search engines for presentation to the user.

Flipped Learning: To instruct using a form of blended learning where the learner is provided a digital form of the basic content so that classroom time is replaced with inquiry based and constructivist pedagogical practices.

Inquiry based learning: Students construct their own meaning through inquiry-based learning experiences. Students engage in rigorous and relevant learning experiences that support the development of Portrait of a Graduate skills. Teachers facilitate students' investigation of open-ended questions.

Interoperability: Ability of systems to communicate efficiently, regardless of make or the institution where they reside.

Learning Management System (ILMS):

Learner-Centered Environment: Provide safe, supportive, and interconnected physical and virtual environments that ensure students have multiple pathways of learning.

Learning Pathway

FCPS Learning Model: The FCPS Learning Model and Instructional Framework are designed to help teachers move towards current Best Practices in the essential domains, Learner-Centered Environment | Concept-Based Curriculum

Learning Objective/Learning Outcome: A learning objective or outcome is a statement of what students will be expected to learn by the end of school year, course, unit, lesson, project, or class period. These may be skills, standards, or concepts.

Performance Based Assessment: Projects or tasks that require students to use high-level thinking to perform, create, or produce something with authentic or real-world applications that are used to evaluate the students' learning.

Personalization and Multiple Pathways of Learning: Students design their own learning experiences based on their goals, strengths, needs, interests, and learning styles. Teachers differentiate instruction based on student need. Teachers personalize instruction using blended learning strategies. Teachers foster student voice and choice to support student growth in rigorous and relevant ways. Teachers act as facilitators to empower students to take ownership of their learning. Teachers design scaffolded learning experiences to provide multiple paths and opportunities for students to access content. Teachers and staff support self-efficacy in students by instructing with gradual release of responsibility and promoting a growth-mindset.

Mastery: The process where students work on content, skills, and POG attributes until they meet the prescribed outcomes as defined by the curriculum. Mastery learning may include the ability to revisit activities multiple times and in multiple ways. It may also include the idea that students can submit evidence of their learning from a variety of sources.

Meaningful Learning Experiences: Provide independent and collaborative learning opportunities that enable students to construct their own knowledge through inquiry and discovery. Engage students in higher level thinking rather than rote learning.

Personalized learning – (Virginia DOE) An educational approach which varies the learning objectives, instructional methods, content and assessment methods based on the needs of the student, with the involvement of the student in selecting content and educational objectives. FCPS Digital Ecosystem Version -- To customize the learning path and pace that each student follows based on his/her individual progress, motivations, needs, and goals. Technology is leveraged to enhance the self-directed nature of this type of learning.

Portrait of a Graduate: (POG) what are the skills necessary for success for all children in this rapidly changing, increasingly diverse, and interconnected world?

Communicator

- Applies effective reading skills to acquire knowledge and broaden perspectives.
- Employs active listening strategies to advance understanding.
- Speaks in a purposeful manner to inform, influence, motivate, or entertain listeners.
- Incorporates effective writing skills for various purposes and audiences to convey understanding and concepts.
- Uses technological skills and contemporary digital tools to explore and exchange ideas.

Collaborator

- Respects divergent thinking to engage others in thoughtful discussion.
- Demonstrates the ability to work interdependently within a group to promote learning, increase productivity, and achieve common goals.
- Analyzes and constructs arguments and positions to ensure examination of a full range of viewpoints.
- Seeks and uses feedback from others to adapt ideas and persist in accomplishing difficult tasks.

Ethical and Global Citizen

- Acknowledges and understands diverse perspectives and cultures when considering local, national, and world issues.
- Contributes to solutions that benefit the broader community.
- Communicates effectively in multiple languages to make meaningful connections.
- Promotes environmental stewardship.
- Understands the foundations of our country and values our rights, privileges, and responsibilities.
- Demonstrates empathy, compassion, and respect for others.
- Acts responsibly and ethically to build trust and lead.

Creative and Critical Thinker

- Engages in problem solving, inquiry, and design of innovative solutions to overcome obstacles to improve outcomes.
- Uses information in novel and creative ways to strengthen comprehension and deepen awareness.
- Demonstrates divergent and ingenious thought to enhance the design-build process.
- Expresses thought, ideas, and emotions meaningfully through the arts.
- Evaluates ideas and information sources for validity, relevance, and impact.
- Reasons through and weighs evidence to reach conclusions.

Goal-Directed and Resilient Individual

- Engages in healthy and positive practices and relationships to promote overall physical and mental well-being.
- Persists to accomplish difficult tasks and to overcome academic and personal barriers to meet goals.
- Uses time and financial resources wisely to set goals, complete tasks, and manage projects.
- Shows strong understanding and belief of self to engage in reflection for individual improvement and advocacy.

Project-based learning – (Virginia DOE) An educational approach emphasizing creativity and critical thinking which uses broad, complex problems as a method for learning both content and skills. Projects are authentic and generally cross-curricular and require collaboration, either with peers or experts. More about [Project-Based Learning](#)

Program of Studies (POS) which is explicitly linked to the Virginia Standards of Learning (SOL)

Schema (curriculum):

Technology Enhanced Items (TEI): Tech enhanced questions (items) are assessment items delivered online where the technology allows for students to respond to, and for the automatic collection and scoring of, higher level thinking questions on ways that were previously only available on paper. These

may include items such as graphing, clicking on hot spots, dragging and dropping items, running a simulation and then respond to questions, etc.

Universal Design for Learning (UDL): Universal Design for Learning (UDL) is an educational framework based on research in the learning sciences, including cognitive neuroscience that guides the development of flexible learning environments that can accommodate individual learning differences. UDL ensures that all learners, no matter the need (i.e. low-sighted, limited-movement, color-blindness, etc.) can thrive within the environment by providing tools and flexibility, such as adjustable contrast, speech tools, and alternate entry keyboards.

User centric Domain: A domain or system that is designed around the student, as opposed to the teacher or course in which the student is involved.

FCPS LEARNING MODEL AND INSTRUCTIONAL FRAMEWORK

	Big Ideas	Characteristics	Guiding Questions
L e a r n e r - C e n t e r e d E n v i r o n m e n t	Arrangement of Physical and Virtual Environment	<ul style="list-style-type: none"> All students have equitable access, support, and opportunities to use provided tools and resources. Students have opportunities to use technology to interact with other students, teachers, and class content to support their learning in both the physical and virtual environments. Students and teachers utilize visual supports (e.g. word walls, anchor charts) which are incorporated into both physical and virtual learning environments. Teachers design and manage physical and virtual learning environments that support each other. Teachers design a learning environment which provides choice in flexible seating and collaboration. Teachers deemphasize the front of the classroom as an instructional focus. Teachers ensure routines and procedures are clearly enacted in the physical and virtual environments. 	<p>How does the physical and virtual arrangement of the classroom support self-directed learning and peer collaboration?</p> <p>How does the teacher cultivate the learning environments to foster a caring and inclusive culture?</p> <p>How are students empowered and given voice in their classrooms and school?</p>
	Safe and Positive Learning Community	<ul style="list-style-type: none"> Students and teachers feel part of a trusting learning environment where they can take intellectual risks. Teachers promote safe and positive behaviors and citizenship in physical and virtual environments. Teachers intentionally build relationships with and amongst students to establish trust and support learning. School staff ensures that the learning environment is respectful and culturally and linguistically inclusive. 	<p>How are teachers and students working together to set goals and monitor progress around learning outcomes?</p> <p>How are teachers supporting students in choosing processes and tools (digital and non-digital) to support their learning?</p>
	Personalization and Multiple Pathways of Learning	<ul style="list-style-type: none"> Students design their own learning experiences based on their goals, strengths, needs, interests, and learning styles. Teachers differentiate instruction based on student need. Teachers personalize instruction using blended learning strategies. Teachers foster student voice and choice to support student growth in rigorous and relevant ways. Teachers act as facilitators to empower students to take ownership of their learning. Teachers design scaffolded learning experiences to provide multiple paths and opportunities for students to access content. Teachers and staff support self-efficacy in students by instructing with gradual release of responsibility and promoting a growth-mindset. 	<p>How are teachers encouraging students to take intellectual risks and providing feedback that helps them refine and revise their work?</p>

C o n c e p t - B a s e d C u r r i c u l u m	Knowledge, Understandings, and Skills	<ul style="list-style-type: none"> • Students can articulate their intended learning outcomes. • Teachers ensure intended learning outcomes connect to KUDs: what students should know, understand, and be able to do. • Teachers intentionally plan for authentic, cross-curricular connections. • Teams utilize the Program of Study to align learning outcomes with key concepts, enduring understandings, and Portrait of a Graduate skills. • Teams purposefully embed technology skills, including digital citizenship, into units of study. 	<p>How are intended learning outcomes aligned with the enduring understandings and Portrait of a Graduate skills?</p> <p>How are students given opportunities to understand and communicate their intended learning outcomes?</p> <p>In what ways are students and teachers making connections across curricula?</p>
	High Quality and Rigorous Content	<ul style="list-style-type: none"> • All students have equitable access to resources that support their goals, strengths, needs, interests, and learning styles. • All students have equitable opportunities to interact with resources to deepen their understanding of conceptual topics. • Teams use the Rigor/Relevance Framework® to support lesson and unit design. • Teams plan inquiry-based lesson units and lessons that link intended learning outcomes to key concepts, enduring understandings, and Portrait of a Graduate skills. 	<p>What inquiry strategies are students employing to create personal connections and meaning to the intended outcomes?</p> <p>How are teachers differentiating rigorous and relevant lessons based on students' needs?</p> <p>In what ways are digital resources leveraged to support learning outcomes?</p> <p>In what ways are digital citizenship and technology skills embedded into lessons?</p>
	Inquiry-based Opportunities	<ul style="list-style-type: none"> • Students construct their own meaning through inquiry-based learning experiences. • Students engage in rigorous and relevant learning experiences that support the development of Portrait of a Graduate skills. • Teachers facilitate students' investigation of open-ended questions. 	<p>How are students exploring and communicating their new understandings throughout the inquiry process?</p>
	Student Engagement	<ul style="list-style-type: none"> • Students have a voice in how and what they learn. • Students engage in authentic experiences and can make real-world connections. • Students are engaged in and lead discussions related to content knowledge that allows for cross-curricular connections. • Teachers design learning activities that encourage higher-order thinking. 	<p>How does the teacher act as a facilitator of learning?</p> <p>How is the learning relevant to students' lives?</p>

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Learning Experiences</p>	<p>Communication and Collaboration</p>	<ul style="list-style-type: none"> ● Students have opportunities to collaborate with a variety of groups. ● Students have opportunities to collaborate and communicate with students, teachers, and others in virtual and physical learning environments. ● Students have opportunities to communicate their questions and understanding and to exchange ideas in a variety of ways, such as: <ul style="list-style-type: none"> ○ Reading and writing ○ Listening and speaking ○ Utilizing contemporary digital tools ○ Conveying meaning through the arts ● Teachers create flexible learning structures that promote opportunities for student collaboration and communication. 	<p>How does the frequency and depth of teacher talk and teacher-initiated questions support a student-driven meaningful learning experience?</p> <p>How does the learning experience enable student collaboration, communication, choice, and autonomy?</p>
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Purposeful Assess</p>	<p>Balanced Assessment Approach that Measures Content and Skills</p>	<ul style="list-style-type: none"> ● Students and teachers design assessments that are authentic, relevant, and intended for a specific purpose. ● Students have access to and use appropriate assessment accommodations, as necessary. ● Teachers use a variety of formative and summative assessment methods to gauge and inform student learning, such as: <ul style="list-style-type: none"> ○ Performance Based Assessments ○ Capstone Projects ○ Portfolios ○ Portrait of a Graduate Self-Assessments ○ Multiple Choice/Selected Response ○ Short Answer/Free Response/Constructed Response ● Teams use a balanced assessment approach that measures progress towards content standards and Portrait of a Graduate skills. 	<p>How are content and skills being assessed?</p> <p>How are Portrait of a Graduate rubrics being utilized to assess student progress?</p> <p>How are students involved in the assessment process?</p> <p>What forms of feedback are students given?</p> <p>How are students demonstrating mastery of the intended learning outcomes?</p>

<p>s s m e n t</p>	<p>Student-Led Assessment</p>	<ul style="list-style-type: none">● Students are involved in the assessment process: they reflect on their progress and receive and incorporate feedback from multiple sources to reflect on their learning and growth toward Portrait of a Graduate skills.● Students receive timely, specific, and relevant feedback.● Students have opportunities to revise work based on feedback.● Students have opportunities to select and showcase their best work.● Students advocate for needed accommodations on assessments.	<p>What opportunities do students have to reflect on their own learning and progress towards Portrait of a Graduate skills?</p> <p>In what ways are assessment tasks authentic and relevant?</p> <p>In what ways are assessments linguistically appropriate?</p> <p>How have appropriate accommodations been provided to students?</p>
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Learning Model



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