

NOTE: Fairfax County Public Schools 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 submitted electronically through Bonfire on or before the date and time stipulated in the solicitation.

RFP 2000003962

Social Studies Basal Resource Adoption

IMPORTANT NOTICE
THIS IS AN ELECTRONIC PROCUREMENT (eBID)
SUBMISSIONS WILL ONLY BE ACCEPTED ELECTRONICALLY VIA THE BONFIRE PORTAL
(<https://fcps.bonfirehub.com>)

Fairfax County Public Schools (FCPS) uses a procurement portal powered by Bonfire Interactive for accepting and evaluating proposals. To register, visit <https://fcps.bonfirehub.com>. Additional assistance is also available at Support@GoBonfire.com. Submitting proposals via the Bonfire portal is **mandatory**. FCPS will not accept proposals submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (e-mail) in response to this RFP. Reference Special Provisions, Section 16 for additional information.

FCPS strongly encourages offerors to submit proposals well in advance of the proposal submission deadline. A proposal submission is not considered successful unless all necessary files have been uploaded and the 'Submit & Finalize' step has been completed. Offerors are responsible for the consequences of any failure to plan ahead in the submission of its Proposal.

A(n) optional **pre-proposal conference** will be held on June 25, 2024 at 9:00a.m. via Zoom Video Conference. Those interested in attending the pre-proposal conference must contact the Aubree Parker at adparker2@fcps.edu to obtain the Zoom link. Refer to Special Provisions for additional information.

All questions pertaining to this RFP should be submitted in writing on Bonfire or to the Contract Specialist at adparker2@fcps.edu no later than June 27, 2024 at 4:00p.m. Eastern Time.

ISSUE DATE: June 13, 2024	REQUEST FOR PROPOSAL NUMBER: 2000003962	TITLE: Social Studies Basal Resource Adoption
DEPARTMENT: Instructional Services	QUESTION DEADLINE: June 27, 2024 at 4:00pm DUE DATE/TIME: July 12, 2024 at 2:00pm	CONTRACT ADMINISTRATOR: Adparker2@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 shall be submitted through Bonfire at <http://fcps.bonfirehub.com>

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



SPECIAL PROVISIONS

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 Social Studies basal resources by Fairfax County Public Schools (FCPS) and County of Fairfax, Virginia. (**Attachment A: Social Studies Course List**)
- 1.2. Offerors shall ensure that a representative who can bind the firm is available for both the finalist interviews and negotiations.
- 1.3. Multiple contracts will be awarded as a result of this RFP. A single contractor may be awarded a contract which includes awards for multiple courses.
- 1.4. All FCPS basal resources are subject to an adoption process which includes community input and School Board approval. As such, in addition to Special Provisions, Section 21 Basis for Award, the following evaluation process will be followed.
 - a. **Part 1:** Evaluation of Technical and Cost Proposals by Selection Advisory Committee (SAC)
 - b. **Part 2:** Evaluation of proposed titles (and their related Ancillary Resources) that were selected for further review after SAC evaluation.
 - i. 30-day public review
 - ii. Review by School Board-approved Instructional Resource Review Committee (IRRC)
 - c. **Part 3:** Recommendation by SAC to proceed with negotiations, taking Parts 1 and 2 above into consideration
- 1.5. RFP Documents:
RFP 2000003962 is comprised of the following documents:
 - Announcement sheet
 - DPMM32 Cover sheet
 - Special Provisions (included herein)
 - Appendix A — General Conditions and Instructions to Bidders
 - Appendix B — Forms
 - Appendix C – Functional Requirements
 - Appendix D – Technical and Accessibility Requirements
 - Appendix E – Pricing Schedule
 - Appendix F – Vendor Acceptance Questionnaire
 - Appendix G – Security Architecture Questionnaire
 - Appendix H – Virginia Data School Privacy (VDPA)
 - Appendix I – Confidentiality Provisions Employee Records
 - Appendix J – Publisher's Certification and Agreement
 - Attachment A – Social Studies Course List

- 1.6. The Virginia Board of Education 2023 Standards of Learning for History and Social Sciences for the courses in **Social Studies Course List** can be found at the link below.
[2023 History and Social Science Standards of Learning | Virginia Department of Education](#)
- 1.7. All FCPS basal resources are subject to an adoption process which includes community input and School Board approval.
- 1.8. Schedule

The following tentative schedule is provided to the Offerors as a means of planning. Offerors are advised that this schedule may change during the solicitation process.

Milestones	Target Date
Pre-Proposal Conference:	June 25, 2024
Questions from Offerors Due:	June 27, 2024
RFP Closing Date and Time:	July 12, 2024
Finalists Interviews:	September 9-13, 2024
Negotiations:	November 2024
Contract Award:	February 2025
Contract Begins:	February 2025

2. **PRE-PROPOSAL CONFERENCE:**

- 2.1. An optional pre-proposal conference will be held on June 25, 2024 at 9:00 A.M. please contact the Contract Specialist at adparker2@fcps.edu to receive the conference line information. To request reasonable ADA accommodations, 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.
- 2.2. Notify the Contract Specialist as soon as possible, but no later than two (2) days in advance of the meeting if a participant will connect to the meeting from outside of the United States.
- 2.3. 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 Aubree Parker adparker2@fcps.edu.

3. **CONTRACT PERIOD AND RENEWAL:**

- 3.1. This contract will begin on date of award and terminate on August 31, 2032.
- 3.2. 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 three (3) additional one-year periods.
- 3.3. 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.)

- 3.4. 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.

4. **BACKGROUND:**

- 4.1. FCPS is one of the largest school divisions in the U.S. with 199 schools and centers. We serve a diverse student population of more than 182,000 students in grades prekindergarten through 12, speaking over 200 languages. Over 33.4% of our total student population is economically disadvantaged (eligible for free or reduced price meals); 15.5% are reported as Students with Disabilities, and 18.8% of students are English Learners.
- 4.2. FCPS' new strategic plan presents our vision and goals as a leading public school division that is committed to delivering excellence, equity, and opportunity in education. With this plan, FCPS is beginning a transformative journey to ensure that each and every student reaches their greatest potential.
<https://www.fcps.edu/sites/default/files/Strategic%20Plan%20Brochure%20%281%29.pdf>
- 4.3. FCPS has implemented an initiative such called the Enhancement Plan for Students with Disabilities through a culture of collective responsibility, FCPS will implement instructional and inclusive practices that result in improved outcomes for students with disabilities in the least restrictive environment. FCPS wants to provide 2e (Twice exceptional) students with classroom settings that recognize and encourage their intellectual strengths. At the same time, FCPS aims to offer these students flexible instruction and accommodations designed to support their areas of need.
- 4.4. FCPS currently follows Regulation 3004 which establishes the procedures for adopting basal resources for local use. (Ref:
[https://go.boarddocs.com/vsba/fairfax/Board.nsf/files/BKWK2Z4ECC72/\\$file/R3004.pdf](https://go.boarddocs.com/vsba/fairfax/Board.nsf/files/BKWK2Z4ECC72/$file/R3004.pdf)

5. **LANGUAGE CONVENTIONS:**

- 5.1. An attempt has been made to standardize the language used in this RFP. The words "must", "shall", "mandatory" and the phrase "it is required" are used in connection with a mandatory specification that FCPS expects will be present in the proposed Solution. The words "should" and "may" are used in connection with a specification that is desirable.

6. **FUNCTIONAL REQUIREMENTS:**

- 6.1. Offerors must describe how it meets or exceeds each of the functional requirements listed in Appendix C.

7. **TECHNICAL REQUIREMENTS:**

- 7.1. Offerors must describe how it meets or exceeds each of the technical requirements listed in Appendix D.

8. **TASKS TO BE PERFORMED:**

- 8.1. Qualified offerors are encouraged to submit a proposal for Social Studies basal resources and supporting materials that are consistent with the Commonwealth of Virginia Board of Education [2023 History and Social Studies Standards of Learning](#). (Ref: [Regulation 3004](#))
 - 8.1.1. The VDOE Instructional Guides and/or FCPS Program of Studies may not be finalized at the time of the RFP closing. Therefore, titles proposed which are not fully revised may still be submitted for evaluation as part of an Offeror's proposal and shall use excerpts which are aligned to the extent possible based on the status of the VDOE Instructional Guides and/or FCPS Program of Studies at that time.
 - 8.1.2. All resources proposed by an Offeror in response to the RFP must be finalized and aligned with the new VDOE Instructional Guides and the FCPS Program of Studies no later than the date that considered resources will be made available for the 30-day public review period, which will begin on or around Fall 2024. Unless otherwise agreed upon in writing, the resource version made available for the 30-day public review period will also be the resource version which is put on contract.
- 8.2. Offerors shall provide customer support for FCPS' students, teachers and staff using contracted materials and any related materials or services. Offerors shall remain in compliance with the required functionality criteria described in the Vendor Acceptance Questionnaire and the Security Assessment Questionnaire at the time of contract award and throughout the duration of the contract unless otherwise negotiated in writing.
- 8.3. At the time of contract award, the Contractor shall provide FCPS with login information allowing for designated FCPS' employees to access the contracted materials for review and planning purposes. Terms and conditions of pre-purchase access will be established during the negotiation phase of the RFP process. FCPS' students, teachers and staff shall have access to all online materials at the time of purchase.
- 8.4. **Contract Closeout:** The Offeror will provide a detailed description of its procedures at the termination of the contract including return of County data, delineating the format in which the data is returned, and any time restrictions for retrieval of the data. Include details on working with any 3rd parties or subcontractors. If there would be a cost associated with retrieval of data, it must be included in the cost proposal.

9. **TECHNICAL PROPOSAL INSTRUCTIONS:**

- 9.1. The offeror must submit the Technical Proposal in a separate file in Bonfire containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein.
 - a. Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers.
 - b. Understanding of the problem and technical approach.
 1. Statement and discussion of the requirements as they are analyzed by the offeror.
 2. Offeror's proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving project objectives.
 3. Preliminary layouts, sketches, diagrams, other graphic representations, calculations,

and other data as may be necessary for presentation, substantiation, justification or understanding of the proposed approaches and program.

4. Offeror shall demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention shall be given to methodological issues that will be encountered in such a project.

9.2. Preliminary Work Plan:

The offeror must present a description of the phases or segments into which the proposed program can logically be divided and performed, together with flow charts. The technical narrative shall address separately each of the tasks described in the Request for Proposal and responses shall be keyed to appropriate paragraph numbers. This section shall also contain a discussion of any changes proposed by the offeror that substantially differs from the project scope described in these Special Provisions.

This section shall include detailed descriptions of activities that are to occur, significant milestones, and anticipated deliverables.

9.3. Treatment of the Issues:

In this section, the offeror may also 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.

9.4. Statement of Qualifications:

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

- a. Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience shall include direct experience with the specific subject matter.
- b. References: Special notation must be made of similar or related programs performed and must include organization names, addresses, names of contact persons, and telephone numbers for such reference.
- c. Personnel: Full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on this project shall be identified. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and 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.

Resumes of staff and proposed consultants are required indicating education, background, recent relevant experience with the subject matter of the project. Current telephone numbers must be included.

- d. A staffing plan is required which describes the Offeror's proposed staff distribution to accomplish this work. The staffing plan shall 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 be 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.

- e. Financial Statements: The offeror shall provide an income statement and balance sheet from the most recent reporting period.
- 9.5. The publisher agrees to prepare and submit a NIMAS file set to the NIMAC that complies with the terms and procedures set forth by the NIMAC. Should the Contractor be a distributor of the materials and not the publisher, the distributor agrees to immediately notify the publisher of its obligation to submit NIMAS file sets of the purchased products to the NIMAC. The files will be used for the production of alternate formats as permitted under the law for students with print disabilities.
- 9.6. Offerors shall complete the attached FCPS Vendor Acceptance Questionnaire and the Security Architecture Questionnaire. Offerors shall have also relevant subcontractors fill out the checklists.
- 9.7. The Offeror shall complete and submit Attachment B Publisher's Certification and Agreement, as required by VDOE.
- 9.8. Ancillary resources to support teacher and student use of the submitted instructional materials should be submitted as part of the Technical Proposal and should be clearly labeled. All ancillary resources to be reviewed should be submitted as part of the original proposal submission in order to be considered at any point during the evaluation process. Ancillary resources received after the RFP closing date and time will not be considered until the negotiations portion of the RFP process.
 - 9.8.1. Examples of ancillary resources include, but are not limited to, print or electronic documents or applications that assist a teacher with student assessment, lesson planning, student enrichment, remediation, or professional development. Offerors should not feel bound by this list and are encouraged to present any and all resources that are available for student and teacher support from the proposed resources.
- 9.9. Login and password information allowing the SAC to access the proposed student and teacher digital and online resources related to the proposal.
- 9.10. Login information allowing users to access the online version of the proposed student basal resource including access to any interactive components and electronic ancillary resources for reach proposed basal resource.
- 9.11. This section must include all proposed terms and conditions including sample contracts and Service Level Agreements (SLA) describing service and support for the system and maintenance and support agreements.
- 9.12. Offerors may take exceptions to the terms, however, some of the terms may not be negotiable. The following contract terms of Appendix A are required by law and cannot be varied, revised, amended, changed or otherwise negotiated: para. 34 (Funding), para. 37 (Non-Discrimination), para. 61 (Authorization to Conduct Business in the Commonwealth), para. 58.d (No Indemnification by the County), para. 68 (Contractual Disputes), para. 72 (Drug Free Workplace), para. 73 (Immigration Reform and Control Act) and para. 74 (Audit of Records).
- 9.13. 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.

10. CONSULTATION SERVICES:

- 10.1. The contractor's staff must be available for consultation with County staff on an as-needed basis between 8:00 AM and 5:00 PM, Eastern Time, Monday through Friday.

11. COST PROPOSAL INSTRUCTIONS:

- 11.1. The offeror must submit a cost proposal in a separate file in Bonfire fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee (see **Price Schedule—appendix E**). The following information shall be submitted as part of the cost proposal:

- Identify the contract price for each line item listed.
- The medium for each line item (print, digital, disc or multiple) shall be identified.
- Bundles including more than one item may be listed as a single line item, but details of the items included in each bundle must be clearly stated on the pricing schedule or an accompanying document.
- Materials which will be offered gratis based on volume or otherwise shall be identified and the details of the discount included.
- The length of electronic subscriptions shall be identified along with the price for each.
- Subscription length options (i.e. years 1 and 7) for online resources are preferred and each shall be listed as a separate line item on the Pricing Schedule.
- FCPS requests the Offeror include short (i.e. 1 year) and long (i.e. 7 years) subscription length options in their cost proposal.

- 11.2 Any other costs that may arise throughout the life of the contract should also be identified in the Cost Proposal.

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. As required by the Code of Virginia §22.1-241, the contract price shall not exceed the lowest wholesale price at which the resource involved in the contract are currently bid under contract anywhere in the United States.
- 12.3. In accordance with Code of Virginia §22.1-241, if, subsequent to the date of contract award, the prices of resources named in this contract are reduced or the terms of the contract are made more favorable to purchase anywhere in the United States or a special or other edition of any book named in the contract is sold outside of Virginia at a lower price than contracted in the Commonwealth, the publisher shall grant the same reduction or terms to FCPS and give FCPS the option of using such special or other edition adapted for use in Virginia and at the lowest price at which such special edition is sold elsewhere and the contract shall so state.
- 12.4. 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.).

- 12.5. Price decreases shall be made in accordance with paragraph 40 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 official:

Aubree Parker
Fairfax County Public Schools
Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, Virginia 22042-1203
Telephone: 571-423-3589
Email: adparker2@fcps.edu

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

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:

- 16.1. Proposals must be received electronically through FCPS' online Procurement portal at: <http://fcps.bonfirehub.com>, on or before the Submittal Deadline. Submissions will only be accepted through the portal. FCPS will not accept proposals submitted by paper, telephone, facsimile ("Fax) transmission, or electronic mail (i.e., e-mail) in response to this RFP. Proposal submissions and registration are free of charge. Offerors can register for a free account at : <http://fcps.bonfirehub.com>, which will be required when preparing a submission. Documents may be uploaded at any time during the open period. The official time used for receipt of proposals/modifications is the time stamp within the Bonfire portal. No other clocks, calendars or timepieces are recognized. For technical question related to a submission, contact Bonfire at Support@GoBonfire.com.
- 16.2. If, at the time of the scheduled proposal closing FCPS is closed due to inclement weather or another unforeseeable event, the proposal closing will still proceed electronically through the Bonfire System.
- 16.3. Technical Information: Uploading large documents may take time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once the submission is finalized. Minimum system requirements for the Bonfire portal- Internet Explorer 11, Microsoft Edge, Good Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

- 16.4. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired.
- 16.5. 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.
- 16.6. The proposal submission shall consist of:
 - a. Cover sheet (DPMM32)
 - b. Technical proposal as required in the Special Provisions, paragraph 9, **TECHNICAL PROPOSAL INSTRUCTIONS**.
 - c. Cost proposal as required in the Special Provisions paragraph 11, **COST PROPOSAL INSTRUCTIONS**.
 - d. One (1) electronic copy of the Technical and Cost proposals with redactions consistent with the requirements of the RFP, Paragraph 13 Trade secrets/Proprietary Information through FCPS' online Procurement Portal at: <http://fcps.bonfirehub.com>.
 - e. All required attachments and forms must be included with the submission:
 - Appendix B – Required Forms
 - Appendix C – Functional Requirements
 - Appendix D – Technical and Accessibility Requirements
 - Appendix F – FCPS Vendor Acceptance Questionnaire
 - Appendix G – FCPS Security Architecture Questionnaire
 - Appendix H – Virginia Data Privacy Agreement
 - Appendix I – Confidentiality Provisions Employee Records
 - Appendix J– Publisher's Certification and Agreement
 - Response to Appendix J - Publisher Certification and Agreement shall include signed Publisher's Agreement and completed Author/Editor and Content Review Expert Information forms for each basal resource in a submission.
 - Addenda, if applicable
 - f. Login and password information allowing the SAC to access the proposed student and teacher digital and online resources related to the proposal.
 - g. Login information allowing users to access the online version of the proposed student basal resource including access to any interactive components and electronic ancillary resources for reach proposed basal resource.
 - h. Completed W9 Form (must be the latest version, per IRS.gov).
 - i. By executing the cover sheet (DPMM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions.

17. ADDENDA:

- 17.1. Offerors are reminded that changes to the solicitation, in the form of addenda, are often issued between the issue date and within three (3) days before the due date. All addenda shall be signed and submitted before the due date/time or must accompany the proposal.
- 17.2. Notice of addenda will be posted on eVA, Bonfire and the DPMM current solicitation webpage. It is the Offeror's responsibility to monitor the web page for the most current addenda at www.fairfaxcounty.gov/solicitation and <https://fcps.bonfirehub.com>.

18. SAMPLES:

- 18.1. During the evaluation process, the Offeror may be asked to provide any or all of the following as a sample provided for evaluation purposes, unless any of these formats are unavailable for a proposed resource. Additional copies of the items below may be requested throughout the evaluation process and all samples shall be provided to FCPS free of charge and delivered to the address provided in the request.
 - a. The print version of the proposed student basal resource
 - b. The offline version of the proposed student basal resource in electronic format (USB flash drive, etc.)
 - c. Login information allowing users to access the online version of the proposed student basal resource including access to any interactive components of the proposed online student basal resource. Logins may be requested which have administrative privileges. Logins may be requested which are equivalent to a student account or a teacher account.
 - d. A full set of all electronic ancillary resources for each proposed basal resource including online login information, if required, to review electronic materials.

19. VIRGINIA FREEDOM OF INFORMATION ACT

- 19.1. 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 (uploaded into Bonfire) 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.

20. PERIOD THAT PROPOSALS REMAIN VALID:

- 20.1. Any proposal submitted in response to this solicitation shall be valid for 365 days. At the end of the days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

21. BASIS FOR AWARD:

- 21.1. 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.
- 21.2. 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.
- 21.3. 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 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.
- 21.4. 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.
- 21.5. 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.
- 21.6. Proposal Evaluation Criteria

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

Depth of response to the Special Provisions, Section 6, FUNCTIONAL REQUIREMENTS	45
Depth of response to the Special Provisions, Section 7, TECHNICAL and ACCESSIBILITY REQUIREMENTS	20
Depth of response to Special Provisions, Section 9, TECHNICAL PROPOSAL INSTRUCTIONS	15
Reasonableness of Cost Proposal	20
TOTAL:	100 Points

- 21.7. 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.

- 21.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 21.9. 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.
- 21.10. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for 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.
- 21.11. 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.

22. CONTRACT INSURANCE PROVISIONS:

- 22.1. The Contractor shall be responsible for its work and materials, tools, equipment, appliances, and property of any and all description used in connection this contract. 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.
- 22.2. The Contractor shall, during the continuance of all work under the contract maintain the following insurance:
 - a. Statutory Workers' Compensation and Employer's Liability with limits of at least \$100,000.
 - b. Commercial General Liability insurance with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate including contractual liability, personal and advertising injury, and products and completed operations coverage.
 - c. Automobile Liability insurance with limits of \$1,000,000 Combined Single Limit covering all vehicles operated or in use by the Contractor in the performance of this contract.
 - 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 annual aggregate.
 - e. Cyber/Information Technology insurance in the amount of \$1,000,000 per occurrence and annual aggregate including coverage for costs of third party notification, credit monitoring, and fraud protection.
- 22.3. 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.
- 22.4. Additional Requirements
 - 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. Prior to commencement of services and during the term of the contract, the contractor will provide a signed Certificate of Insurance citing the contract number and such coverage as required in this section.
- e. The contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to FCPS on demand.
- f. The certificate holder's name and address shall read: Fairfax County Public Schools, 8115 Gatehouse Road, Falls Church, VA 22042.

23. METHOD OF ORDERING:

- 23.1. 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. No additional surcharges will be accepted for the use of the procurement card.
- 23.2. 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.
- 23.3. 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.
- 23.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 23.5. 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.

24. SHIPPING AND HANDLING:

- 24.1 Contractor shall accept the following shipping instructions for all FCPS orders. Account numbers will be provided, as necessary, at the time of contract award.
 - a. F.O.B. Destination, inside delivery
 - b. FCPS will not accept or pay for Freight Prepaid, COD or Interlined shipment(s).
 - c. FCPS will provide a listing of delivery addresses upon request.
 - d. Handling and freight charges shall not be added to orders.

25. REPORTS AND INVOICING:

- 25.1. 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.
- 25.2. 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.

25.3. 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.

25.4. Invoices shall be emailed at FCPSInvoices@fcps.edu

26. **PERFORMANCE EVALUATION**

26.1. In the event that delivery shortages, delivery of substandard quality items, or unapproved substitutions affect FCPS' operations, a reduction rate to the vendor's invoice may be computed as follows:

The contractor's performance will be evaluated based on the following criteria

CRITERIA	PERFORMANCE RATING
Performance meets contractual requirements. Performance elements contain some minor problems for which corrective actions were taken. Minimum number of valid complaints about the performance of the Contractor received within in a year.	Satisfactory
Performance does not meet contractual requirements and reflect a serious problem for which the Contractor has not identified corrective actions in a timely manner or at all. The performance of the element contains serious problem(s) for which lacked the contractor's corrective actions or corrective actions were ineffective. Serious problems include but are not limited to consistent lack of availability of meeting timelines or working in cooperation with FCPS personnel.	Unsatisfactory

If 10% or more of the complaints per year fall in the unsatisfactory performance rating bracket, then further actions may be taken with the final option to terminate the contract for cause. Refer to General Conditions and Instructions to Bidders Paragraph 31.

27. **PAYMENTS:**

27.1. The County will pay the Contractor based upon completion, acceptance, and approval by the County of goods purchased.

28. **CHANGES:**

28.1. 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

Contractors 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.

- 28.2. 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.
- 28.3. FCPS reserves the right to add newer editions of contracted textbooks, basal resources, additional ancillary materials, added online functionality, etc. at their discretion. FCPS may determine that testing of software is required before purchase or implementation and samples may be requested at any time for the purpose of assessment.
- 28.4. The County reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period of the contract. Fairfax County and the contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued for all additions or deletions.

29. DELAYS AND SUSPENSIONS:

- 29.1. 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.
- 29.2. 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 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.
- 29.3. 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.

30. ACCESS TO AND INSPECTION OF WORK:

- 30.1. 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.

31. PROJECT AUDITS:

- 31.1. 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.
- 31.2. 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.
 - 31.3. 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.
 - 31.4. 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.
 - 31.5. 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.

32. **DATA SOURCES:**

- 32.1. 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.

33. **SAFEGUARDS OF INFORMATION:**

- 33.1. 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.

34. **ACCESS TO AND CONFIDENTIALITY OF STUDENT RECORDS:**

- 34.1. At the time of award, the Contractor shall sign the Virginia Data Privacy Agreement (Appendix H).
- 34.2. For purposes of obtaining access to Student Records in connection with the performance of this contract, each employee or agent of the Offeror shall abide by the requirements of 34.3 and 34.4 below.
- 34.3. The Offeror hereby covenants and agrees that it shall maintain in strict confidence and trust, and that it shall cause each employee of the Offeror and all other agents of the Offeror to maintain in strict confidence and trust, all student records, reports, and other documents or materials of any nature relating to any student enrolled in Fairfax County Public Schools (collectively, the "Student Records"). The Offeror shall not misuse or disclose, and shall take all reasonable steps necessary to ensure that no employee or agent of the Offeror shall misuse or disclose any Student Records.
- 34.4. Upon expiration or termination of the contract, the Offeror shall take all reasonable steps necessary to cause each employee of the Offeror and all agents of the Offeror to promptly deliver to the FCPS designated representative all Student Records in their possession. The

Offeror shall (i) designate one employee to be responsible for ensuring the Offeror's confidentiality of Student Records, (ii) train the Offeror's staff members with regard to confidentiality responsibilities, and (iii) maintain at all times a list of the Offeror staff members with access to Student Records

35. ORDER OF PRECEDENCE:

- 35.1. 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).

36. SUBCONTRACTING:

- 36.1. 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.

37. USE OF CONTRACT BY OTHER PUBLIC BODIES:

- 37.1. Reference Paragraph 71, 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).
- 37.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 37.3. 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.
- 37.4. 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.
- 37.5. 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.

38. NEWS RELEASE BY VENDORS:

- 38.1. 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.

39. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 39.1. 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.

- 39.2. 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.

40. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**

- 40.1. 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.

41. **BACKGROUND CRIMINAL INVESTIGATION/IDENTIFICATION:**

- 41.1. 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.
- 41.2. The Contractor shall immediately notify the FCPS Contract Specialist 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.
- 41.3. 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.
- 41.4. Failure to comply with the above requirements may result in termination of the contract.