



NEWPORT NEWS PUBLIC SCHOOLS PURCHASING DEPARTMENT

12465 Warwick Boulevard
Newport News, VA 23606-3041

Telephone: (757) 591-4525
Fax: (757) 591-4593

NOTICE OF AWARD

RFP #009-0-2023/SB

February 28, 2024

Successful Offeror: **Benchmark Education Company LLC**

Address: 145 Huguenot Street, 8th Fl, New Rochelle, New York, 10801

Proposal Dated: 12/1/2022

In Response To: RFP # 009-0-2023/SB

Description of Work/Products to be furnished: Publication, Audiovisual Material, Books and Textbooks English

Delivery/Performance Date Start: March 1, 2024

Your offer is hereby accepted at the prices and rates stated during negotiations and subject to all conditions and requirements of the RFP, including addendums, your qualifications, specifications and warranties.

Shaelee Bailey

Shaelee Bailey
Contract Manager
Newport News Public Schools

RECORDS OF THIS SOLICITATION ARE NOW AVAILABLE FOR PUBLIC INSPECTION



REQUEST FOR PROPOSALS

Newport News Public Schools
ISSUING OFFICE:

PURCHASING DEPARTMENT
12465 WARWICK BOULEVARD
NEWPORT NEWS, VA 23606-3041
TELEPHONE: (757) 591-4525
FAX: (757) 591-4593

DATE: November 2, 2022

Attention of Offeror is Directed to Section
2.2-4367 to 2.2-4377 Code of Virginia
(Ethics in Public Contracting)

RFP ITEM NO. 009-0-2023/SB
PROCUREMENT OFFICER Shaelee Bailey VCA, VCO, VCARM Senior Procurement Specialist
CLOSING DATE December 1, 2022
CLOSING TIME 2:00pm EST
PREPROPOSAL CONFERENCE NONMANDATORY-VIA ZOOM DATE: November 11, 2022 TIME: 2:00 PM

SEALED PROPOSALS will be received in the issuing office above until Opening Date and Opening Time as specified in this solicitation to include any addendums issued by this office. Newport News Public Schools is not responsible for late delivery by U. S. Postal mail or other couriers.

All inquiries for information regarding this Request for Proposals should be directed to the Issuing Office as defined.

COMMODITY: PUBLICATION, AUDIOVISUAL MATERIAL, BOOKS AND TEXTBOOKS ENGLISH **NIGP CODE: 71510, 71585, 71589**

PLEASE FILL IN OFFEROR'S NAME & ADDRESS
IN THE SPACES PROVIDED BELOW:

THIS IS NOT AN ORDER

THE SCHOOL BOARD OF THE CITY OF NEWPORT NEWS, HEREAFTER REFERRED TO AS NEWPORT NEWS PUBLIC SCHOOLS (NNPS), RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS IN WHOLE OR IN PART AND TO WAIVE ANY INFORMALITIES IN THE COMPETITIVE NEGOTIATION PROCESS AND RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN ITS BEST INTEREST. THE ENTIRE CONTENTS OF THIS REQUEST FOR PROPOSAL, ANY ADDENDA, AND NEGOTIATED CHANGES SHALL BE INCORPORATED BY REFERENCE INTO ANY RESULTING CONTRACT.

NNPS DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

ELEMENTARY ENGLISH TEXTBOOKS, LEVELED READERS K - 5 FOR THE NEWPORT NEWS PUBLIC SCHOOL SYSTEM

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1___ #2___ #3_ _ #4___(Please Initial)

IN COMPLIANCE WITH THIS SOLICITATION, AND TO ALL THE CONDITIONS IMPOSED HEREIN, THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION. THE FOLLOWING SECTION SHALL BE SIGNED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO MAKE THIS COMMITMENT MAY RESULT IN PROPOSAL REJECTION.

Authorized Agent

Signature

Type or Print Name

Email Address

Company FEI/FIN#

Phone Number

FAX Number

SPECIFIC LEGAL REQUIREMENTS

ANTI-COLLUSION:

In the preparation and submission of this bid/proposal, said bidder/offeror did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in violation of the Sherman Act (15 U.S.C. Section 1), Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia. The undersigned bidder/offeror hereby certifies that this agreement, or any claims resulting therefrom, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, NNPS has an interest in, or is concerned with, this bid/proposal; and, that no person or persons, firm or corporation other than the undersigned, have, or are, interested in this bid/proposal.

DRUG-FREE WORKPLACE:

During the performance of this contract, the successful bidder/offeror agrees to (i) provide a drug-free workplace for the successful bidder's/offeror'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 successful bidder's/offeror'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 successful bidder/offeror that the successful bidder/offeror maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each successful bidder/offeror or vendor. For the purpose of this section, "drug-free workplace" means a site for the performance or work done in connection with a specific contract awarded to a successful bidder/offeror in accordance with federal law, 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.

EMPLOYMENT DISCRIMINATION BY THE SUCCESSFUL BIDDER/OFFEROR SHALL BE PROHIBITED:

- During the performance of this contract, the successful bidder/offeror agrees as follows:
 - Bidder/offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the successful bidder/offeror. The successful bidder/offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - Successful bidder/offeror, in all solicitations or advertisements for employees placed by or on behalf of the successful bidder/offeror, shall state that such successful bidder/offeror is an equal opportunity employer.
 - 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.
- Successful bidder/offeror shall include the provisions of the foregoing Subsections a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT 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 or as otherwise required by law.
- A bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 will include in its bid or proposal the identification number issued to it by the State Corporation Commission in the space provided below. Any bidder/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 shall include in its bid or proposal a statement why the bidder/offeror is not required to be so authorized. Bidder/offeror is to include the VA Code reference authorizing the exemption in said statement.
- Any bidder/offeror described in the foregoing Subsection 2. that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by the Superintendent or designee.
- Any business entity described in the foregoing Subsection 1. that enters into a contract with NNPS shall not allow its existence to lapse or 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.

Name and Address of BIDDER/OFFEROR: _____ Date: _____ Authorized Signature: _____

Printed Name: _____ Title: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Federal Tax Identification Number/Social Security Number: _____

State Corporation Commission Identification Number: _____

Is bidder/offeror a "minority" business? Yes No If yes, please indicate the "minority" classification below:
 African American Hispanic American Native American Asian American Other; Please Explain:

Service Disabled Veteran? Yes No
Service Disabled Veteran Business? Yes
No Woman Owned? Yes No
Small Business? Yes No
Faith-Based Organization? Yes No

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ATTACHMENTS:

Attachment A – NNPS RFP Technical Requirements Questionnaire

Attachment B-Appendix I- NNPS Data Sharing Agreement

Attachments C- NNPS Literacy Review and Evaluation Rubric

Attachment D- Pricing Schedule

I. PURPOSE

The purpose of this RFP is to solicit sealed proposal from qualified Offerors to provide NNPS with materials and resources to support instruction of the 2017 Virginia English Standards of Learning in grades kindergarten (K) through five (5) at twenty-four (24) NNPS elementary schools. NNPS is seeking instructional materials and resources that support the body of research known as the “Science of Reading”. Additionally, materials and resources should include multiple means of assessing students and universal design components. Offerors responding to this request must be responsible, regularly and practically engaged in providing the services requested in this RFP and possess ample resources for doing this work.

Newport News Public Schools (hereinafter referred to as NNPS) requests proposals from prospective Offerors (hereinafter referred to as Offeror, Successful Offeror or Contractor) to enter contract with qualified vendors to provide printed textbooks for the Elementary English curriculum.

This RFP may result in an award to multiple Offerors, if it is determined to be in the best interest of the school division.

The offeror(s) selected to provide these materials agree to provide them to NNPS starting July 1, 2023. If the textbooks, printed and digital materials are available after these dates please include this information in the RFP response.

Instructional Context for Requested Materials and Services

The NNPS English Department is seeking high-quality instructional materials aligned to the 2017 Virginia English Standards of Learning and the body of research known as the “Science of Reading” that address foundational skills, language comprehension skills, and writing. Materials should follow a clear and consistent instructional framework with opportunities for application of taught skills in authentic reading and writing constructs. The materials are intended to enrich and support the curriculum, stimulate growth in factual knowledge, literacy appreciation, aesthetic values, and ethical standards.

A. BACKGROUND

NNPS is the ninth largest school district in the Commonwealth. NNPS is an urban school system educating approximately 28,680 children in 3 early childhood centers, 24 elementary schools, 7 middle schools, 5 high schools, 1 middle/high combination school, and 9 program sites. A listing of NNPS and its locations may be accessed via NNPS official website at <http://sbo.nn.k12.va.us/schools>.

Newport News Public Schools curriculum is aligned to the 2017 VA English SOLs content, but NNPS educators go beyond teaching the minimum state standards. The NNPS curriculum combines the SOLs with the district’s college, career and citizen-ready skills (information literacy, communication, critical thinking, problem-solving, creativity and innovation, initiative and self-direction, social responsibility and collaboration) to better prepare students for success as learners, future employees and contributing citizens.

B. STATEMENT OF NEEDS

General Requirements:

NNPS is seeking instructional materials and resources that support the body of research known as the “Science of Reading”. Additionally, materials and resources should include assessments, differentiated instruction, and support for all learners. All materials and resources must be culturally sensitive, free from stereotypes and bias, and designed to support diverse learners.

FUNCTIONAL REQUIREMENTS

Materials and resources should meet as many of the criteria listed in the functional requirements section as possible.

Alignment - closely aligned with the 2017 English Virginia Standards of Learning and the science of reading research

- allows students to develop multiple Language Arts skills simultaneously
- follows a logical scope and sequence of the five components of reading: phonemic awareness, phonics, fluency, vocabulary, and comprehension
- includes assessments that inform differentiated instruction and monitor student growth

- contains texts at the appropriate grade level complexity which provide exposure to rich vocabulary and opportunities to expand students' knowledge base across all content areas
- contains quality tasks that facilitate connections within and between disciplines

Explicit Instruction – includes evidence-based teaching and learning practices such as explicit examples and instructional routines that embed explicit, systematic instruction and direct teaching for –

Reading

- letter recognition, phonological awareness, phonics, word recognition and word analysis, decoding accuracy, automaticity, and fluency in K-2
- high frequency words in grades K – 2
- word analysis, fluency, and comprehension strategies in grades 3-5
- vocabulary for Tier 2 and Tier 3 words within the context of reading in grades 2-5

Writing

- conventions of print, grammar, and syntax within the context of writing in grades 2-5
- the writing process (prewriting/brainstorming, drafting, revising, editing, publishing)
 - provides sufficient opportunities for teacher modeling, student planning, and brainstorming ideas before drafting and composing

Universal Design – provides multiple relevant and flexible student-centered means of engagement and expression for all students to include English Language Learners and Students with Disabilities such as -

- manipulatives for phonics and phonemic awareness instruction
- a variety of complex text (fiction and nonfiction) to develop background knowledge and vocabulary in a variety of subject areas
- opportunities for students to respond (oral and written) to complex text read
- K-2 texts that consider the needs of early readers (phonetic concepts, word spacing, appropriate font, amount of text, text placement), natural oral language structures
 - decodable text should directly align to the instructional materials' phonics scope and sequence
- Grades 3-5 texts that are high-interest, low readability
- nonfiction texts that allow connections across content areas whenever possible
- authentic writing opportunities across all content areas
- authentic use of technology across reading and writing
- digital resources such as, but not limited to, digital texts for students, online assessments, and instructional resources for teachers

Intervention & Enrichment - includes evidence-based teaching and learning practices such as explicit examples and instructional routines that embed explicit, systematic instruction and direct teaching to meet the needs of individual students who need -

- support in one or more areas of foundational reading skills (phonics, phonological awareness, fluency)
- opportunities to extend student learning in one or more areas of reading (comprehension, vocabulary)

Professional Learning & Support - provides scaffolded levels of support for all groups of end users (teachers, administrators, division personnel, and technology support)

- several options of training for teachers in addition to face-to-face training (e.g., online, tutorials, videos, just-in-time resources, webinars, and manuals)
- details on frequency of releases to include product updates
- details for how regularly scheduled maintenance and upgrades are scheduled and percent of availability

C. SPECIFIC REQUIREMENTS

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein.

NNPS seeks the following formats in both student editions and teacher editions for evaluation:

- i. Physical textbooks, instructional materials, and ancillary resources
- ii. Digital textbooks, instructional materials, and ancillary resources (ePub , PDF, online reader, digital platform suite, etc.)
- iii. Access to the digital textbook platform with interactive content and/or assessment features for teachers if applicable
- iv. NNPS prefers to award ancillary resources for these courses in series, but reserves the right to award resources that are not in series if in the best interest of NNPS

Multiple contracts may be awarded as a result of this RFP. A single Offeror may be awarded a contract which included awards for multiple courses. NNPS reserves the right to award contracts for multiple resources to meet the needs of a single course or for the use over several courses. NNPS reserves the right to consider a proposed resource for use with a course other than the one for which it was submitted.

All NNPS textbooks, materials, and ancillary resources are subject to an adoption process which includes staff and community input with final approval by the School Board. As such, in addition to Evaluation of Proposals, the following evaluation process will be followed:

- a. **Part 1:** Evaluations of resources by a content focused Adoption Review Committee
- b. **Part 2:** Recommendation by subject area Supervisor and Adoption Review Committee to proceed with shortlisted vendors
- c. **Part 3:** Evaluation of proposed titles (and their related Ancillary Resources) that were selected for further review after evaluation.
 - i. 30-day public review and input
 - ii. Subject Area Supervisor provides recommendation to Superintendent
 - iii. School Board Approval

SUBMISSION INSTRUCTIONS

This is a combined two-step competitive sealed proposal. Complete and submit the following as a complete proposal response to this RFP:

Step 1: Submission of all unpriced technical proposals in one sealed envelope to include digital textbook codes, instructional materials, and ancillary resource links on or before December 1, 2022 by 2:00 pm. Digital materials must meet the Statement of Needs and Functional Requirements.

As part of their proposal submission, Offerors must submit price proposal in a separate sealed envelope identified and labeled as "Detailed Price Proposal".

Step 2: Shortlisted vendors will be contacted to provide sample copies of textbooks, instructional materials, and ancillary resources that must be received by NNPS on or before January 20, 2023. Physical materials and resources must be received in the Purchasing Office Attention: Shaelee Bailey at the Newport News Public Schools Administration Building, 12465 Warwick Blvd., Newport News, VA 23606.

Digital textbooks and ancillary resource materials to support teacher and student use of the submitted instructional materials shall be submitted and should be clearly labeled. Ancillary materials should include guided readings, study books, lab books, and workbooks. Any ancillary materials must include teacher editions. Samples must be sent and ONE (1) sets of materials must be received for public review. NNPS will not pay for sample textbooks and ancillary resource materials to be returned. Samples will not be returned.

II. SPECIAL INSTRUCTIONS TO THE BIDDER:

A. Definitions:

1. Issuing Office:

Wherever used in this Proposal, Issuing Office will be:

Shaelee Bailey, VCA, VCO, VCARM
Senior Procurement Specialist
Newport News Public Schools Purchasing Department
12465 Warwick Boulevard
Newport News, VA 23606-3041
Phone: (757) 591-4525
Fax: (757) 591-4593
Email: shaelee.bailey@nn.k12.va.us

2. NNPS Contract Administrator:

Wherever used in this Proposal and for purposes of any notices under this contract, the NNPS Contract Administrator will be:

Curriculum and Development Department
Lori Wall, Director Elementary Curriculum
Shaundalyn Thomas, K-5
Instructional Supervisor
12465 Warwick Boulevard
Phone: (757) 283-7850
Fax: (757) 595-7522
Emails: lori.wall@nn.k12.va.us, shaundalyn.thomas@nn.k12.va.us

B. Contact with NNPS Staff, Representatives, and/or Agents:

Direct contact with NNPS staff, representatives, and/or agents other than Purchasing Department staff on the subject of this RFP or any subject related to this RFP is expressly prohibited except with the prior knowledge and permission of the Purchasing Supervisor.

C. Pre-Proposal Conference:

A non-mandatory pre-proposal will be conducted via **ZOOM FORMAT** and any offeror wishing to attend shall utilize the following Meeting Link <https://nn-k12-va-us.zoom.us/j/83078917332?pwd=cG9vT3ZZVXpqUVJRdGdjU1I3amxCUT09> Meeting ID: 830 7891 7332 Passcode: 279313.

D. Questions:

Submit questions regarding this Request for Proposals in writing to the Issuing Office at shaelee.bailey@nn.k12.va.us no later than **2:00PM on November 16, 2022**. Necessary replies will be issued to all Offerors of record as addenda that shall become part of the contract documents. Oral instructions do not form a part of the bid documents.

Offeror is responsible for checking the www.eva.virginia.gov web site or contacting the Issuing Office within 48 hours prior to proposal deadline to secure any addenda affecting this RFP.

E. Changes or Modifications:

Changes or modifications to this Request for Proposals made prior to the date and time of closing will be addressed by addenda from the Issuing Office. Acknowledge receipt of addenda in the space provided on the cover page of this Request for Proposals. Oral modifications shall not form a part of the Proposal documents. This RFP and any addenda shall be incorporated, by reference, into any resulting contract.

F. RFP Closing

Offeror shall ensure its Proposal is time stamped by the Issuing Office no later than the closing date and time shown on the cover page of this document. Proposals received after the specified date and time (time stamped 2:01 pm or later) will not be considered

and will be returned to the Offeror unopened.

G. Proposal Submittal Requirements:

1. Each Proposal submission shall be submitted to the Issuing Office and will include the following documents:
 - a. The cover page of this Request for Proposals, which will contain:
 - (1) Original signature of an agent authorized to bind the company;
 - (2) Requested contact information;
 - (3) Company FEI/TIN; and
 - (4) State Corporation Commission Identification Number
 - (5) Acknowledgment of any addenda on page one (1); and
 - b. NNPS RFP Technical Requirements Questionnaire - Attachment A
 - c. NNPS Data Sharing Agreement – Attachment B
 - d. NNPS Literacy Review and Evaluation Rubric Attachment C
 - e. Separate Sealed Envelope identified and labeled “Detailed Price Proposal” NNPS Pricing Schedule-Attachment D
 - f. Completed and signed anti-collision /nondiscrimination clauses on page 2;
2. Offerors are encouraged to submit their proposals on recycled paper and to use double side copying.
3. Proposals must be submitted utilizing the following requirements:
 - a. Offerors shall submit proposals in a sealed envelope or package, clearly label the shipping/ mailing packaging as well as the outside of your sealed envelope or package with the Request for Proposal’s number, Closing Date and Time of the RFP, and Offeror’s firm name and address. **Proposals received by telephone, telegraph, facsimile, or any other means of electronic transfer shall not be accepted.**
 - b. Proposals must include all elements noted in the “Preparation of Proposals” section below.
 - c. Include a statement setting forth the basis for protection of proprietary information, if any, as detailed in the “Proprietary Information/Disclosure” section.
 - d. Submit the original and nine (9) copies of the proposal along with one electronic copy on a flash drive.
 - e. **As a part of Step 1 requirements**, a minimum of thirty (30) online access codes good for at least 90 days for NNPS to review and evaluate all materials, both printed and online resources.
 - f. **As a part of Step 2 requirements**, ONE (1) complete set of printed textbook samples, if applicable to include: ONE (1) Student Edition, ONE (1) Student Workbook, and ONE (1) Teacher’s Edition to be shipped upon request.
 - g. Proposals are to be organized in the following tabs:
 - Tab 1- Experience
 - Tab 2- Capabilities and Skills
 - Tab 3- Services to be provide
 - Tab 4- Exceptions
 - Tab 5- Proposed alternatives to NNPS requirements
 - Tab 6- Three (3) References
 - h. Separate sealed envelope identified and labeled as “Detailed Price Proposal”.

H. Evaluation of Proposals:

1. After the proposal opening, NNPS will select for further consideration two or more Offerors deemed to be fully qualified and best suited among those submitting proposals based on the Offerors responses to the information requested in this RFP.
 2. The following criteria will be considered in the evaluation process:
-

- Overall proposal rating:
 - Exceptional (Excellent): Submission exceeds expectations, has an excellent probability of success in achieving all objectives. Very innovative.
 - Acceptable (Adequate): Has reasonable probability of success. Some objectives may not be met.
 - Poor: Falls short of expectations and has a low probability of success.
 - Unacceptable: Submission fails to meet requirements and the approach has no probability of success.
- a) Step 1: Total raw score received when assessed against the NNPS Literacy Review and Evaluation Rubric (attachment C) to include:
 - i. Alignment with Virginia Standards of Learning (6 Points)
 - ii. Alignment with the UbD Framework (9 Points)
 - iii. Alignment with PK-12 Literacy Plan (75 Points)
 - b) How well the resources cover and presents content aligned to NNPS K-5 English Curriculum criteria (if applicable) and the Virginia Standards of Learning Curriculum Framework.
 - c) Step 2: Reasonableness of cost proposal that includes curriculum, professional learning, and/or implementation support
 - Each proposal will be evaluated on the following criteria:
 - Offeror's experience in providing the services requested (maximum 25 points)
 - Services to be provided by the Offeror; to include training, marketing, customer service and technical support to perform the services required (maximum 30 points)
 - Offeror's capabilities and skills (maximum 35 points)
 - Cost of service, including customer discounts (maximum 10 points)
3. Exceptions/Alternatives and references will also be considered.
 4. Based on the initial evaluation, NNPS may request the selected Offerors to make oral presentations. Thereafter, NNPS will conduct negotiations with each of the selected short-listed Offerors. Individuals representing the Offeror during negotiations shall have the authority to negotiate and contractually bind the company to a contract.
 5. After negotiations are completed, NNPS will select the Offeror who, in NNPS's opinion, has made the best proposal and shall award the contract to that Offeror (referred to in this RFP as the Successful Offeror). Should NNPS determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.
 6. NNPS is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

I. Presentation/Demonstration:

If in NNPS's opinion, vendor presentations or demonstrations of the Offeror's proposed system's features and capabilities are warranted, NNPS will notify the appropriate vendors. Such presentation or demonstration will be at an NNPS site at a date and time mutually agreed to between NNPS and Offeror and will be at the Offeror's expense.

J. Preparation of Proposals:

In presenting their proposals, Offerors are encouraged to be thorough in addressing the Statement of Needs, the Preparation of Proposal Guidelines, and the Proposal Submittal Requirements as outlined in this RFP.

To facilitate the NNPS's evaluation of Offeror's proposal, Offeror is to number all pages of its proposal and provide tabs listing the evaluation criteria indicated above. Offerors should be completely responsive to this RFP, be able to conform to the terms and conditions provided, herein, and provide responses to the evaluation criteria outlined, below. Offeror should not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP, as described in the Exceptions/Alternatives section of this paragraph.

Offerors are encouraged to provide thorough and detailed information regarding the product and services being offered, based on the

details provided, below.

Give a brief description of your organization to include:

1. Experience – Provide a concise description of all work experience as they relate to the statement of needs outlined herein. Description should include, but not be limited to:
 - Offeror’s established experience record in providing comparable services to organizations similar to NNPS.
 - Number and types of customers the Offeror has served with comparable services.
 - Number of years Offeror has been providing these types of services.
 - A minimum of three (3) references for which Offeror has completed services comparable to those described in this RFP. Include references for work performed in an environment comparable to NNPS’s. For each reference detail:
 - Name of firm
 - Address of firm
 - Name, title, address, email address, and phone and fax number of a contact for the firm
 - Number of years Offeror has served the firm and
 - Brief summary of scope of services provided.
 - Information detailing project of similar scope Offeror is currently engaged in, including:
 - Name of firm
 - Address of firm
 - Name, title, address, email address and phone and fax number of contacts for the firm
 - Brief summary of scope of services being provided.
 - Other available documentation to verify Offeror’s experience.
 - A statement detailing why the Offeror is the best candidate to provide the NNPS with the services requested in this RFP.
2. Capability and skill – Describe the qualifications and skill of the organization to provide the services. Said description should provide, but not be limited to the following information:
 - a. Background information about the organization, e.g., philosophy, ownership, size, facilities and locations, etc.
 - b. Size and location of the office that will serve the NNPS.
 - c. Offeror’s qualifications to perform the services, including all resources available to Offeror for the performance of the contract.
 - d. Qualification and resumed of personnel providing services for the performance of the contact.
 - e. Name, title, address, email address, phone and fax number, and work hours of the Offeror’s Contract representative for the following functions; Contact for prompt contract administration upon award of the contract, Contract during the period of evaluation, and Authorized agent to accept any notices provide for in this contract.
 - f. Indicate the type of organization you represent, i.e. individual, partnership or corporation. If the Offeror is a corporation, list the names of the President, Vice-President, Secretary, Treasurer and all principals. If the Offeror is a partnership, include the names of all principals or partners.
 - g. A detailed history of all mergers or acquisitions in the last ten years.
 - h. A copy of the certificate verifying the firm is registered to do business in the Commonwealth of Virginia.
 - i. Offeror’s current financial condition. Provide supporting documentation and audited annual reports for the past three (3) years. If company is privately held, supply sufficient information to document the company financial status and capability to perform under this contract. Include any financial ratings held by the firm.
3. Services to be Provided – Provide a detailed description of the services to be provided under this contract. Description is to address, at a minimum:
 - a. An introduction– An overview of Offeror’s understanding of the Statement of Needs and services to be provided.
 - b. Best practice approaches to providing services to the NNPS that enhance efficiency and effectiveness. Innovative solutions will be considered by the NNPS.
 - c. EACH of the Specific Requirements set forth under the Statement of Needs specified in the RFP.
 - d. A detail of any assistance, equipment or other items the Offeror will require the NNPS to furnish under this contract.

- e. A statement explain why the Offeror’s proposed solutions would be the most advantageous to the NNPS.
- f. Describe the one attribute the places the Offeror ahead of the competitions.

4. Cost

- a. Offeror’s prices will be subject to negotiations., which may include bundle pricing.
- b. After negotiations and award of this contract, Successful Offeror’s pricing for the services provided under this contract shall be a firm fixed-price during the term of the contract and any extensions.
- c. Offeror is to identify any NNPS resources required.

5. Exceptions/Alternatives

Detail any exceptions taken to the Statement of Needs and Terms and Conditions section of the RFP. For each exception, specify the RFP page number, section number, and the exception taken. Offeror should not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP, as described in the Exceptions/Alternatives section of this RFP.

Offerors may present alternative methods to the Statement of Needs outlined in the RFP. However, unsolicited optional and/or alternative offers should first present a response to NNPS’s objectives detailed in the Statement of Needs section of the solicitation. Offerors must address all evaluation criteria, with respect to any alternate solutions proposed. Exceptions and/or alternatives will be subject to negotiations.

6. Contractor shall describe their fulfillment rates and their proposed timeline for filling hardback books and pre-bound orders, including backorders, workbooks, and teacher editions.

7. Contractor shall provide contact information of a specific company representative to assist with adjustments or coordination of transactions. Contact information shall include: Name, Toll-free phone number and extension, and Email address.

K. Cost of Responding:

This solicitation does not commit NNPS to pay any costs incurred by the Offeror or any other party in the preparation and/or submission of proposals or in making necessary studies or designs for the preparation thereof, nor is NNPS obligated to procure or contract for such services.

III. GENERAL TERMS AND CONDITIONS

A. Contract Document:

This RFP, its addenda, Successful Offeror’s proposal, any additional information requested, and negotiated changes and will constitute the final contract hereafter referred to as this “contract”. These documents will be incorporated by reference into the NNPS purchase order awarding this contract. This contract shall be governed by the contract documents in the following order of precedence:

- 1) This RFP document;
- 2) Any negotiated changes to the foregoing documents; and
- 3) Offeror’s proposal

B. Proposal Binding for One-hundred Twenty (120) Days:

Offeror agrees that its Proposal shall be binding and may not be withdrawn for a period of one-hundred (120) calendar days after the scheduled closing date of this Request for Proposals.

C. Proprietary Information/Non-Disclosure:

Offeror is advised that the Virginia Public Procurement Act (Section 2.2-4342, Code of Virginia, 1950 as amended) shall govern public inspection of all records submitted by Offeror. Specifically, if Offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, Offeror shall:

- 1. Invoke the protections of this section prior to or upon submission of the data or other materials,
- 2. Provide a statement that identifies the data or other materials to be protected and that states the reasons

why protection is necessary.

3. Submit trade secrets or other proprietary information under separate cover in a sealed envelope clearly marked "PROPRIETARY".
4. Information submitted that does not meet the above requirements will be considered public information in accordance with State statutes.
5. NNPS reserves the right to submit such information to the NNPS attorney for concurrence of the Offeror's claim that it is in fact proprietary.
6. References to the proprietary information may be made within the body of the Proposal; however, all information contained within the body of the Proposal shall be public information in accordance with State statutes.
7. Trade secrets or proprietary information submitted by an Offeror in conjunction with this RFP is not subject to public disclosure under the Virginia Freedom of Information Act (VFOIA).
8. Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA.
9. An all-inclusive statement that the entire Proposal is proprietary is unacceptable. A statement that Offeror's costs and/or Proposal pricing are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further consideration.

D. Contract Modification(s):

After award, any and all modifications to this contract shall be mutually agreed to by both parties, in writing, and authorized by the NNPS Purchasing Agent or his designee via issuance of a change order (purchase order).

E. Offeror Obligation:

Offeror shall carefully examine the contents of this Request for Proposals and any subsequent addenda. Failure to do so shall not relieve the Successful Offeror of its obligation to fulfill the requirements of any contract awarded as a result of this RFP.

F. Conditions of Work:

Offeror shall inform itself fully of the conditions relating to services required herein. Failure to do so will not relieve a Successful Offeror of the obligation to furnish all goods and/or services necessary to carry out the provisions of this contract.

G. Prime Contractor:

If in its performance of this contract, Successful Offeror supplies goods or services by or through another party or subcontractor, Successful Offeror agrees that:

1. Successful Offeror shall act as the prime contractor for the goods and services to be provided under contract and shall be the sole point of contact with regard to all obligations under this contract.
2. Successful Offeror represents and warrants that Successful Offeror has made third parties or subcontractors aware of the proposed use and disposition of the other party's products or services, and that such other party has agreed in writing that it has no objection and that NNPS is not liable to such third parties or subcontractors for any work performed under this contract.
3. The use of subcontractors and the work they perform must receive the prior written approval of NNPS. NNPS will designate a Contract Administrator to approve such work.
4. Successful Offeror shall be solely responsible for all work performed and materials provided by subcontractors.
5. Successful Offeror shall be responsible for the liability of subcontractors for the types and limits required of the Successful Offeror under this contract.

H. Subcontractors:

Contractor's use of subcontractors and the work they are to perform must receive written approval from the Contract Administrator at least ten (10) calendar days prior to the work being performed. Contractor shall be solely responsible for all work performed and materials provided by subcontractors. Contractor shall be responsible for the liability of subcontractors for the types and limits required of the Contractor.

I. Non-Assignment:

Successful Offeror shall not assign its rights and duties under this Agreement without the prior written consent of the NNPS Contract Administrator.

J. Antitrust:

Any perceived anti-trust violation will be reported to the State Attorney General for possible enforcement of anti-trust laws.

K. Anti-collision/Nondiscrimination Requirements Form:

The attached "Anti-collision/Nondiscrimination Requirements" form, on page 2 of this RFP, shall be executed by Offeror and is to be submitted with Offeror's Proposal. The requirements set forth on said form shall be considered to be binding terms and conditions in any contract resulting from this RFP. A contract will not be awarded to an Offeror who has not signed the anti-collision/nondiscrimination statement.

L. Hold Harmless/Indemnification:

It is understood and agreed that Successful Offeror hereby assumes the entire responsibility and liability for any and all material damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Successful Offeror, its subcontractors, agents or employees under or in connection with this Contract or the performance or failure to perform any work required by this Contract. Successful Offeror agrees to indemnify and hold harmless NNPS and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Contract, and (c) the performance of the work by Successful Offeror or those for whom Successful Offeror is legally liable. Upon written demand by NNPS, Successful Offeror shall assume and defend at Successful Offeror's sole expense any and all such suits or defense of claims made against NNPS, its agents, volunteers, servants, employees or officials.

M. Notices:

All notices, requests, demands, and elections under this contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) NNPS business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals:

To NNPS: NNPS Contract Administrator as designated in this RFP.

To Successful Offeror: Successful Offeror's Contract Administrator as defined in Successful Offeror's Proposal. Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

N. Non-Performance:

1. Delivery Delays: NNPS reserves the right to procure goods and/or services to be provided under this contract from other sources in the event Successful Offeror fails to deliver such goods and/or service deliverables in accordance with delivery dates and time frames set forth in this contract.
2. Unacceptable Deliveries (Rejections): Upon notification by NNPS that goods and/or service deliverables provided by the Successful Offeror under this contract are damaged and/or not of the quality specified by NNPS, such goods and/or service deliverables will be rejected. Successful Offeror shall replace such rejected goods and/or service deliverables immediately or within a reasonable time as determined by NNPS.
3. Successful Offeror shall remove all rejected materials, equipment or supplies from the premises of NNPS within ten (10) days of notification. Rejected goods and/or service deliverables not removed from NNPS' premises within ten (10) days will be regarded as abandoned, shall become the property of NNPS, and NNPS shall have the right to dispose of such items.
4. NNPS reserves the right to authorize immediate purchase from other sources against rejections.
5. Liability: Successful Offeror shall be liable to NNPS for all costs incurred by NNPS as a result of Successful Offeror's failure to perform in accordance with the contract. Successful Offeror's liability shall include, but not be limited to:
 - a. Damages and other delay costs, to include costs to procure goods/services from alternate suppliers.
 - b. Increased costs of performance, such as extended overhead and increased performance costs resulting from performance delays caused by Successful Offeror and/or rejections of Successful Offeror's goods and/or service deliverables.

c. Warranty and rework costs, liability to third party, excess costs, attorney's fees and related costs incurred by NNPS due to nonresponsive performance of Successful Offeror.

O. Termination Without Cause:

NNPS may at any time, and for any reason, terminate this Contract by written notice to Successful Offeror specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. Notice shall be given to Successful Offeror by certified mail/return receipt requested, addressed to the Successful Offeror's Contract Administrator. In the event of such termination, Successful Offeror shall be paid such amount as shall compensate Successful Offeror for the work satisfactorily completed, and accepted by NNPS, at the time of termination. If the event NNPS terminates this Contract, Successful Offeror shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to NNPS any work completed or in process for which payment has been made.

P. Termination with Cause/Breach:

In the event that Successful Offeror shall for any reason or through any cause be in default of the terms of this Contract, NNPS may give Successful Offeror written notice of such default by certified mail/return receipt requested, addressed to the Successful Offeror's Contract Administrator. Unless otherwise provided, Successful Offeror shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of the Successful Offeror to cure the default, NNPS may immediately cancel and terminate this Contract as of the mailing date of the default notice. Upon termination, Successful Offeror shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to NNPS any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by NNPS and provisions herein with respect to opportunity to cure default shall not be applicable.

Q. Breach of Contract:

Successful Offeror shall be deemed in breach of this contract if the Successful Offeror:

Fails to comply with any terms of this contract;

Fails to cure such noncompliance within ten (10) calendar days from the date of the NNPS written notice or such other time frame, greater than ten (10) calendar days, specified by the NNPS Contract Administrator in the notice.

Fails to submit a written response to NNPS's notification of noncompliance within ten (10) calendar days after the date of the NNPS notice.

All notices under this contract shall be submitted, either by fax or certified mail, return-receipt requested, to the respective contract administrator. Successful Offeror shall not be in breach of this contract as long as its default was due to causes beyond the reasonable control of and occurred without any fault or negligence on the part of both the Successful Offeror and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of NNPS in its sovereign capacity, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes.

R. Applicable Law:

This Contract shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

S. Compliance with All Laws:

Successful Offeror shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of this contract. Successful Offeror represents that it possesses all necessary licenses and permits required to conduct its business and/or will acquire any additional licenses and permits necessary for performance of this contract prior to the initiation of work. If the Successful Offeror is a corporation, Successful Offeror further expressly represents that it is a corporation of good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract and any extensions. All City of Newport News business license, personal property, real estate and other applicable tax requirements shall be met by Successful Offeror.

T. Venue:

Venue shall be in the Circuit Court of the City of Newport News, Virginia, and the United States District Court for the Eastern District of Virginia, Norfolk Division, compliant with applicable laws and regulations, as deemed appropriate by NNPS.

U. Severability:

If any provision of this contract is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this contract, and all other provisions of this contract shall remain in full force and effect.

V. Non-Appropriation of Funds:

It is understood and agreed between the parties herein that NNPS shall be bound hereunder only to the extent that the funds shall have been appropriated. In the event no funds or insufficient funds are appropriated, NNPS shall immediately notify the Successful Offeror of such occurrence and this Contract shall terminate on the last day funds are available without penalty or expense to NNPS of any kind whatsoever.

W. Tax Exemption:

NNPS is exempt from federal excise tax and from all State and local taxes. Successful Offeror shall not include such taxes in any invoices under this agreement. Upon request, NNPS will furnish the Successful Offeror with tax exemption certificates or the NNPS tax exempt number.

X. Vendor's Invoices:

Successful Offeror shall submit to NNPS all invoices promptly upon completion of the requirements for installation, delivery, and acceptance of the Products and Services required under this contract. Invoices shall not include any costs other than those identified in the executed NNPS purchase order awarding this contract or any subsequent change orders issued by the NNPS Purchasing Division. All shipping costs are the Successful Offeror's responsibility, except to the extent such charges are identified in the executed NNPS purchase order or change orders. Successful Offeror's invoices shall provide at a minimum; Type and description of the Product or Service installed, delivered and accepted, Serial numbers, if any; Quantity delivered; Charge for each item; Extended total (unit costs x quantity); This RFP number and the NNPS Purchase Order Number.

Y. Contractual Disputes:

Any dispute concerning a question of fact as a result of a contract with NNPS which is not disposed of by agreement shall be decided by the NNPS Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the NNPS 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 public body's decision on the claim, unless the public body fails to render such decision within the time specified. 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.

Z. Warranty/Guarantee:

Successful Offeror guarantees against defective or faulty material or workmanship for at least one (1) year or for the manufacturer's standard warranty period, whichever is greater, from date of acceptance by NNPS. To furnish adequate protection from damage for all work and to repair damages of any kind for which Successful Offeror or Successful Offeror's workmen are responsible, to the building or equipment, to Successful Offeror's own work, or to the work of others. Any merchandise or service provided under the contract which is or becomes defective during the warranty period shall be replaced by the Successful Offeror free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment or service (one year or manufacturer's standard warranty period, whichever is greater, from the date of acceptance of the replacement). Successful Offeror shall make any such replacement immediately upon receiving notice from NNPS.

AA. Payment Terms:

To be eligible for payment, all labor, equipment and materials covered under Successful Offeror's invoice must be completed and

accepted by NNPS. NNPS agrees to make payments under this contract within thirty (30) days after receipt of a correct invoice for such payment. Where payment is made by mail, the date of postmark shall be deemed to be the date of payment. Any amounts due NNPS under the terms of this or any other agreement may be applied against Successful Offeror's invoices with documentation for the basis of the adjustment attached. In no event shall any interest penalty or late fee accrue when payment is delayed because of disagreement between NNPS and Successful Offeror regarding the quantity, quality, time of delivery, or other noncompliance with the contract requirements for any Product or Service or the accuracy or correctness of any invoice. Payment terms offering a " prompt payment discount" of 20 days or greater will be considered in the evaluation of Proposals. All other payment terms shall be net thirty (30) calendar days or greater. Payment terms not specified by Offeror shall be Net 45 days. Special Educational or Promotional Discounts Successful Offeror shall extend any special educational or promotional sale prices or discounts immediately to NNPS during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

BB. Prompt Payment:

NNPS will promptly pay for completed, delivered goods or services accepted under this Contract by the payment date established. The required payment date will be either: (i) the date on which payment is due under the terms of this Contract for the provision of the goods or services; or (ii) if a date is not established by this Contract, not more than forty-five (45) days after goods or services are received or not more than forty-five (45) days after the invoice is rendered, whichever is later.

Within twenty (20) days after the receipt of the invoice or goods or services, NNPS shall notify the supplier of any defect or impropriety that would prevent payment by the payment date. Should NNPS fail to pay the Contractor by the pay date, finance charges may be assessed by the Contractor. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of one percent (1%) per month. This will not apply to late payment provisions in any public utility tariffs or public utility negotiated Contracts. Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. In cases where payment to Contractor is made by mail, the date of postmark shall be deemed to be the date payment is made for purposes of this Contract. Individual Contractors shall provide to NNPS their social security numbers and proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

Within seven (7) days after Contractor receives payment from NNPS, Contractor shall take one or more of the following actions:

1. Pay all subcontractors for the proportionate share of the total payment received from NNPS attributable to the work performed by the subcontractors under this Contract;
2. Notify NNPS and all affected subcontractors, in writing, of Contractor's intention to withhold all or a part of each affected subcontractor's payment including the reason for nonpayment.
3. Pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after (7) seven days following receipt by the Contractor of payment from NNPS for work performed by the subcontractor under that Contract, except for amounts withheld, as allowed in #2 above.

A Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of NNPS. A Contract modification will not be made for the purpose of providing reimbursement by NNPS for interest charges owed by Contractor. A cost reimbursement claim to NNPS shall not include any amounts for reimbursement of interest charges owed by Contractor.

CC. Payment by Electronic Funds Transfer (EFT)

(a) Method of payment.

- (1) All payments by Newport News Public Schools (NNPS) under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event NNPS is unable to release one or more payments by EFT, the Contractor agrees to either—
 - (i) Accept payment by check or some other mutually agreeable method of payment; or
 - (ii) Request NNPS to extend payment due dates until such time NNPS makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

- (1) The Contractor is required to provide NNPS with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the NNPS Accounting Department (hereafter referred to as "Accounting") by no later than 15 days prior to submission of the first request

for payment. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the Accounting.

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to Accounting.

(c) Mechanisms for EFT payment. NNPS may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association

(d) Suspension of payment.

(1) The NNPS is not required to make any payment under this contract until after receipt, by Accounting, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract.

(2) If the EFT information changes after submission of correct EFT information, NNPS shall begin using the changed EFT information no later than 30 days after its receipt by Accounting to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by Accounting. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because NNPS used the Contractor's EFT information incorrectly, NNPS remains responsible for—

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of NNPS' release of the EFT payment transaction, and—

- (i) If the funds are no longer under the control of Accounting, NNPS is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of Accounting, NNPS shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to Accounting, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to NNPS, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. NNPS is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. Accounting shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. NNPS may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods Accounting is capable of executing.

However, NNPS does not guarantee that any particular format or method of delivery is available and retains the latitude to use the format and delivery method most convenient to NNPS. If NNPS makes payment by check in accordance with paragraph (a) of this clause, NNPS shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to Accounting. The Contractor may supply

this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

NNPS Accounting Department Designated Contact:
Accounting Department NNPS Administration Building
12465 Warwick Blvd.
Newport News, Virginia 23606
Tel: (757)591-4513
Kimberly Powell, Accounting Supervisor
28T Kimberly.Powell1@nn.k12.va.us28T

DD. Audits:

NNPS shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Successful Offeror, including, but not limited to those kept by Successful Offeror, its employees, agents, assigns, successors and subcontractors. Successful Offeror shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to NNPS, through its employees, agents, representatives, contractors or other designees, during normal business hours at Successful Offeror's office or place of business in Newport News, Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Newport News, Virginia, which is convenient for NNPS. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which NNPS may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

EE. Notice of Award:

Any contract resulting from this RFP will be publicly posted for inspection in the NNPS Purchasing Department, 12465 Warwick Boulevard, Newport News, Virginia as well as www.eVa.virginia.gov.

FF. Award:

NNPS intends to award a contract to a fully qualified Offeror submitting the best proposal based on the criteria set forth herein and as determined by NNPS in its sole discretion. At NNPS' sole discretion, NNPS may reject any or all proposals in whole or in part if such action is determined to be in NNPS' best interest. NNPS reserves the right to enter into any contract deemed to be in its best interest, including the award of this contract to more than one contractor.

GG. Disposition of Proposals:

All materials submitted in response to this RFP will become the property of the NNPS. One (1) copy of each proposal will be retained for official files, will become a matter of public record after award of the contract, and will be open to public inspection subject to the Proprietary Information/Disclosure section of this RFP.

HH. Non-Exclusivity:

NNPS reserves the right to procure goods or services covered under this contract from a third party when, in NNPS' sole discretion, it is deemed to be in NNPS' best interest.

IV. SPECIAL TERMS AND CONDITIONS

A. Contract Term:

This contract term shall be for four (4) years, commencing on the date of award.

B. Contract Extension:

This contract may be extended upon mutual agreement of both parties for three (3) additional, one-year periods, upon the same prices, terms, and conditions set forth in the negotiated contract resulting from this RFP.

C. Time is of the Essence:

Time is of the essence in this Contract. Successful Offeror expressly acknowledges that in the performance of its obligations, NNPS is relying on timely performance and will schedule operations and incur obligations to third parties in reliance upon timely performance by Successful Offeror and may sustain substantial losses by reason of untimely performance.

D. Insurance:

- 1. Successful Offeror shall submit to the NNPS Contract Administrator certificates of insurance, prior to beginning work under the Contract and no later than ten (10) days after award of the Contract.
- 2. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to Owner, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the Owner or to the extent permitted by Virginia law.
- 3. The certificates of insurance shall list NNPS, 12465 Warwick Boulevard, Newport News, Virginia, 23606-0130, as the additional insured for the specified project as outlined in this RFP. Copies of actual endorsements to the policy shall be required to confirm any special request, such as, additional insured status. A COI shall not be issued or delivered that gives the impression there are coverage terms the referenced policy does not specifically provide.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY THE OWNER SHOULD ANY POLICY BE CANCELLED. FAILURE TO NOTIFY THE OWNER SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT.

- 4. Insurance shall be maintained during the entire term of the contract and shall be of the following forms and limits:

<u>Forms</u>	<u>Limits</u>
Workers' Compensation	Statutory
Automobile Liability	\$1,000,000 Combined Single Limit
Commercial General Liability, including Contractual Liability and Products and Completed Operations Coverage	\$1,000,000 Combined Single Limit
Miscellaneous Errors and Omissions with Intellectual Property Rights Coverage, Including Copyright Infringement	\$1,000,000
Umbrella/Excess Liability	\$5,000,000

The establishment of minimum limits of insurance by NNPS does not reduce or limit the liability or responsibilities of the Successful Offeror.

E. Unauthorized Disclosure of Information:

Successful Offeror shall assume the entire responsibility and liability for any and all damages caused by or resulting from or arising out of the negligent or willful unauthorized disclosure of confidential information on the part of the Successful

Offeror, its subcontractors, agents or employees under or in connection with this contract. The Successful Offeror shall save harmless and indemnify NNPS and its agents, volunteers, servants, employees and officers from and against any and all claims, losses or expenses, including but not limited to attorney's fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with, any and all such unauthorized disclosures, real or alleged. The Successful Offeror shall, upon written demand by NNPS, assume and defend, at the Successful Offeror's sole expense, any and all such suits or defense of claims alleging unauthorized disclosures of confidential information.

Any negligent or willful unauthorized disclosure of confidential information on the part of the Successful Offeror, its subcontractors, agents or employees under or in connection with this contract shall constitute a breach of the terms of this contract. NNPS may proceed by appropriate court action, including seeking injunctive relief, to prevent continuing unauthorized disclosures, and Successful Offeror shall save harmless and indemnify NNPS for court costs, litigation expenses and attorney's fees that it may pay or incur as the result of seeking to prevent or stop any and all unauthorized disclosures of confidential information.

F. Using Entities/Regional /Cooperative Contracts

This solicitation was issued in accordance with Code of Virginia §2.2-4304 on behalf of the members of the Southeastern Virginia Governmental Purchasing Cooperative (SVGPC), as well as other public bodies, governmental jurisdictions and school divisions. In the event these entities opt to participate under any contract awarded as a result of this solicitation, each will enter into a separate contract directly with the Successful Offeror or Offerors, incorporating all terms and conditions set forth in this contract, including incorporated best and final offers. Each entity will be responsible for the contract administration of its contract directly with the Contractor. NNPS assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this solicitation. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the solicitation response.

G. CERTIFICATION REGARDING DEBARMENT

This is to certify that this person/firm/corporation is not now debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, or by any town, city, or county, from submitting Bids on contracts for construction covered by this solicitation, nor are they an agent of any person or entity that is now so debarred.

Name of Official

Title

Firm or Corporation

Date

H. Copyright/Patent Indemnity:

Successful Offeror shall pay all royalty and license fees relating to the items covered by this contract. In the event any third party shall claim that the manufacture, use and sales of the goods supplied under this contract constitute an infringement of any copyright, trademark, or patent, the Successful Offeror shall indemnify NNPS and hold NNPS harmless from any cost, expense, damage or loss incurred in any manner by NNPS on account of any such alleged or actual infringement.

I. Data Security Clauses

1. Network Security. Vendor agrees at all times to maintain network security that at a minimum includes: network firewall provisioning, intrusion detection, and regular (three or more annually) third party vulnerability assessments. Likewise, Vendor agrees to maintain network security that conforms to generally recognized industry standards (see "11. Industry Standards") and best practices that Vendor then applies to its own network.

2. Application Security. Vendor agrees at all times to provide, maintain and support its Software and subsequent updates, upgrades, and bug fixes such that the Software is, and remains secure from those vulnerabilities as described in:

- a) The Open Web Application Security Project's (OWASP) "Top Ten Project" -see <http://www.owasp.org>; or
- b) The CWE/SANS Top 25 Programming Errors -see <http://cwe.mitre.org/top25/> or <http://www.sans.org/top25-programming-errors/>; or
- c) Other generally recognized and comparable industry practices or standards.

3. Data Security. Vendor agrees to preserve the confidentiality, integrity and accessibility of NNPS data with administrative, technical and physical measures that conform to generally recognized industry standards (see "11. Industry Standards") and best practices that Vendor then applies to its own processing environment. Maintenance of a secure processing environment includes but is not limited to the timely application of patches, fixes and updates to operating systems and applications as provided by vendor or open source support.

4. Data Storage. Vendor agrees that any and all NNPS data will be stored, processed, and maintained solely on designated target servers and that no NNPS data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that device or storage medium is in use as part of the Vendor's designated backup and recovery processes and encrypted in accordance with "6. Data Encryption".

5. Data Transmission. Vendor agrees that any and all electronic transmission or exchange of system and application data with NNPS and/or any other parties expressly designated by NNPS shall take place via secure means (using HTTPS or SFTP or equivalent) and solely in accordance with "7. Data Re-Use".

6. Data Encryption. Vendor agrees to store all NNPS backup data as part of its designated backup and recovery processes in encrypted form, using a commercially supported encryption solution. Vendor further agrees that any and all NNPS data defined as personally identifiable information under current legislation or regulations stored on any portable or laptop computing device or any portable storage medium be likewise encrypted. Encryption solutions will be deployed with no less than a 128-bit key for symmetric encryption and a 1024 (or larger) bit key length for asymmetric encryption.

7. Data Re-Use. Vendor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Current Agreement and this Addendum. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Vendor. Vendor further agrees that no NNPS data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by Newport News Public Schools.

8. End of Agreement Data Handling. Vendor agrees that upon termination of this Agreement it shall erase, destroy, and render unrecoverable all NNPS data and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of NNPS, whichever shall come first. At a minimum, a "Clear" media sanitization is to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization, SP800-88, Appendix A -see <http://csrc.nist.gov/>.

9. Security Breach Notification. Vendor agrees to comply with all applicable laws that require the notification of individuals in

the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of Vendor's security obligations, or other event requiring notification under applicable law, Vendor agrees to:

- a. Notify NNPS by telephone and e-mail of such an event within 24 hours of discovery, and;
- b. Assume responsibility for informing all such individuals in accordance with applicable law, and;
- c. damages, or other harm related to such Notification Event.

10. Right to Audit. Newport News Public Schools or an appointed audit firm (Auditors) has the right to audit the Vendor and the Vendor's sub-vendors or affiliates that provide a service for the processing, transport or storage of Newport News Public Schools' data. Newport News Public Schools will announce their intent to audit the Vendor by providing at a minimum two weeks (10 business days) notice to the Vendor. This notice will go to the Vendor that this contract is executed with. A scope document along with a request for deliverables will be provided at the time of notification of an audit. If the documentation requested cannot be removed from the Vendor's premises, the Vendor will allow the Auditors access to their site. Where necessary, the Vendor will provide a personal site guide for the Auditors while on site. The Vendor will provide a private accommodation on site for data analysis and meetings; the accommodation will allow for a reasonable workspace, with appropriate lighting, electrical, a printer and Internet connectivity. The Vendor will make necessary employees or contractors available for interviews in person or on the phone during the time frame of the audit. In lieu of NNPS or its appointed audit firm performing their own audit, if the Vendor has an external audit firm that performs a certified SSAE16 SOC Type II review, NNPS has the right to review the controls tested as well as the results, and has the right to request additional controls to be added to the certified SSAE16 SOC Type II review for testing the controls that have an impact on NNPS data. Audits will be at Newport News Public Schools' sole expense, except where the audit reveals material noncompliance with contract specifications, in which case the cost will be borne by the vendor.

11. Industry Standards. Generally recognized industry standards include but are not limited to the current standards and benchmarks set forth and maintained by the:

Center for Internet Security -see <http://www.cisecurity.org>

Payment Card Industry/Data Security Standards (PCI/DSS) -see <http://www.pcisecuritystandards.org/>

National Institute for Standards and Technology -see <http://csrc.nist.gov>

Federal Information Security Management Act (FISMA) -see

<http://csrc.nist.gov> ISO/IEC 27000-series -see

<http://www.iso27001security.com/>

Organization for the Advancement of Structured Information Standards (OASIS) -

see <http://www.oasis-open.org/>

12. Vendor agrees to provide SSAE 16 (SOC 1) Standard Type II reports to NNPS Contract Administrator annually which document verification of controls tested. Annual date determined to be thirty (30) days prior to the established contract renewal date.

Attachment A - NNPS RFP Technical Requirements Questionnaire

Any proposed solution with a digital or online component proposed for this K-5 Language Arts Materials and Resources RFP should meet or exceed as many of the technical requirements listed below in this table as possible. All organizations must explain how the proposed solution will meet each of the criteria listed in the table below.

For the table specifically, desired functionality is indicated with an (D) and required functionality is indicated with a (R); the narrative required is indicated by No (N), Short (S), or Detailed (D). Explanations related to the Security Profile specifically are all required (R) and the related narratives should all be Short (S).

Number	Technical Requirements	Level	Narrative Required
Browser			
1	Content must be browser-based and fully accessible through NNPS supported browsers (Google Chrome, Microsoft Edge, and Mozilla Firefox).	D	D
1A	If applicable, provide any additional software/plugins required.	R	D
1B	If applicable, provide a list of all compatible operating systems.	R	D
2	Content must be accessible via mobile device, either via browsers in a Responsive Web Design (RWD) format or in a mobile app. Describe compatibility with iOS and Android devices.	D	S
3	Is an offline version of the resource in the format of an app, ePub, pdf, or equivalent available for the provided content?	R	S
System Availability			
4	System Availability should be available to a level of 99.9%, calculated over 30 days, 24/7, outside of regularly scheduled and communicated maintenance windows.	R	D
5	Describe communication policies for unscheduled service outages including notification, timelines, and remediation times.	R	S
6	Describe communication policies for scheduled/planned system outages/upgrades including timelines.	R	S
Account & System Management			
7	Provide appropriate internal technology and/or curriculum planning groups with 1 (one) or more demo/test accounts with access to the platform for the RFP evaluation period.	R	N
8	The system should support user account creation and maintenance performed using an automated method daily or more frequently. NNPS prefers the following methods: Clever, flat files (.csv preferred), API, or direct database access. All options and integrations must be described in detail.	R	D
9	Requirements for Administrator “native” accounts within the platform: The system shall support unique UserID for NNPS Administrators, independent of other using institutions when using native accounts (i.e. non-SSO integrations).	R	D
10	Describe how the system deals with the change of a username or email address with the Administrator's native account (non-SSO accounts) and other user accounts.	R	D
11	Describe procedures for account modification and termination for user and administrator accounts.	R	D

12	Describe authentication time-out for user and administrator accounts. Provide the default settings and options for configuration.	R	D
13	Describe the capabilities of enforcing complex password policies on user and administrator accounts.	R	D
13A	Is Multifactor authentication available for Administrator accounts?	R	S
14	Describe any native password self-service. Describe if and how this function can be suppressed when using non-native passwords / single sign-on.	R	S
15	If any directory listing is viewable by students, please describe this listing in detail.	R	S
Authentication			
16	The system must support the option of Authentication of users via Google, Azure, Clever (including QR Code Badge authentication where needed), ADFS, or, if those methods are not available, the response must specify other SSO methods.	D	D
17	How are student names displayed within the proposed platform?	R	S
18	How are user sessions set to time-out when using single-sign-on?	R	S
19	All identifying user data, including name, username, and passwords must be transmitted via HTTPS over TLS 1.2 and greater.	R	S
Platform Integrations			
20	Deliver “Yes” or “No” designation for Rostering/SSO integration via Clever. Detail the platform's ability to use company-delivered Clever application for Rostering and SSO services. Detailed data validation and launch integration timeline and contacts. Detail frequency of shared enrollments data ingestion.	D	D
21	Deliver “Yes” or “No” designation for platform LMS Canvas integration. Detail the platform's ability to integrate into Canvas LMS. Detail what is required to configure the tool for multi-user SSO access via LTI authentication. Detail the extent of functionality to include user management, inline tool operation, grade pass back.	D	D
Roles and Management Capabilities			
22	Describe any class, school, and central district management portal or other administrative features, when rostering exceptions are needed. An example would include when a teacher offering the student supplemental instructional support might need to access the solution or assist the student with the use of the proposed solution. Please use the below categories to organize the response by use case.	D	D
22A	Class (student) features		
22B	Class (teacher) features		
22C	School features		
22D	District Level features		
Support			
23	Provide support for identified NNPS technology administrative staff during regular business hours (M-F). Describe regular business hours in Eastern time.	R	S
24	Provides additional weekend support hours for end-users / systems administrators.	R	S
25	Provide visible support contact information for end-users.	R	S
26	Describe what tools and documentation are available and accessible online that provide training materials, support references, quick reference guides, or other items.	R	S
27	Provide a web-based incident tracking system, allowing designated NNPS support contacts to create and track system problems. Describe current incident tracking capabilities for customers.	D	S

Number	Data Security Requirements	Level	Narrative Required
Student and Data Privacy			
1	Review the Data Sharing Agreement attached in this Appendix below and indicate any requirements that they are unable to comply with.	R	D
1A	If applicable, the offeror should provide a list of qualified FERPA exceptions with their purpose, scope, and duration.	R	D
2	Provide a detailed list of services and student data collected.	R	D
3	The organization agrees to comply with the applicable written School Board policies listed within the Data Sharing Agreement and School Board website.	R	S
4	The organization shall list any 3rd party tracking or advertising networks used in the system, regardless of whether advertising is present in the solution.	R	S
4A	The platform must not contact platforms that perform targeted advertising including DoubleClick, Facebook Connect, Twitter, Bing Ads, or the like, after the user login.	R	S
5	Is access restricted to systems that contain sensitive data? (NNPS considers credit card numbers, social security numbers, student information, HIPAA, and FERPA data-sensitive).	R	D
6	The offeror must agree to all Federal and State Confidentiality, and Privacy Laws.	R	N
Data Security			
7	Provide the location of student data and district information if stored outside of the United States.	R	D
8	Does the organization have staff with dedicated information security duties?	R	S
9	Does the organization have a formal change control process for IT changes?	R	S
10	Are system and security patches applied to servers on a routine basis?	R	S
11	Do employees have a unique log-in ID when accessing data?	R	S
12	Is there a process for secure disposal of both IT equipment and media?	R	S
13	Is physical access to data processing equipment (servers and network equipment) restricted?	R	S
14	Does the offeror have security measures in place for data protection? (Example: data encryption).	R	S
15	Has the organization experienced an information security breach in the past five years? If yes, please explain in detail.	R	D
15A	If Yes – What type of information was lost during the data breach?	R	D
15B	If Yes – How was the breach remediated? What steps were taken to tighten up system security?	R	D
16	Do all staff receive information security awareness training?	R	D
17	Does the organization have a written password policy that details the required structure of passwords?	R	S
18	Does the organization have written information security policies?	R	S
19	Is a background check required for all employees accessing and handling the organization's data?	R	S
System and Network Security			
20	Are network boundaries protected by firewalls?	R	D
21	Is regular network vulnerability scanning performed?	R	D
22	Are Intrusion Detection Systems (IDS) or Intrusion Prevention Systems (IPS) used by your organization?	R	D
23	Are computer systems (servers) backed up according to a regular schedule?	R	S
24	Does the offeror replicate data to locations outside of the United States? If yes, provide locations and how the data is stored.	R	D
25	Does the organization have disaster recovery plans for data processing facilities?	R	D
26	Does the organization have a formal Incident Response plan?	R	D

27	Are the organization's data centers protected against fires, floods, and other natural disasters?	R	S
28	Has the organization implemented an IT Governance framework such as NIST or ISO 27001?	R	D
29	Is antivirus software installed on all of the organization's endpoints and servers?	R	S
30	If an information security breach involving NNPS's data occurred, how would NNPS be notified of the breach?	R	D
30A	How soon would NNPS be notified of the breach? What information would be provided?	R	S

[remainder of page intentionally left blank]

**Attachment B -Appendix 1 – NNPS
Data Sharing Agreement**

Data Sharing Agreement

This data sharing agreement (“Agreement”) is entered into between Newport News School Board, Virginia (also referred to as Newport News Public Schools (“NNPS”)), a political subdivision of the Commonwealth of Virginia and

_____ (“Contractor”). Each may be referred to in the singular as, the “Party” or collectively as “Parties” in this Agreement.

The Contractor acknowledges and understands that NNPS is required to safeguard the privacy of its students’ educational records in a manner consistent with the mandates of the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g and the applicable regulations promulgated thereunder.

The Family Educational Rights and Privacy Act (“FERPA”) prohibits the unauthorized disclosure of personally identifiable information (PII) contained in students’ education records to anyone without the express written consent of the student or the student’s representative.

WHEREAS, FERPA has regulatory exceptions to the general rule of confidentiality and non-disclosure of individually-identifiable data and information to allow its disclosure and use by organizations acting as school officials under certain circumstances. 20 U.S.C. § 1232g(b)(1)(F) and 34 C.F.R. § 99.31(a)(1)(i)(B).

WHEREAS, should Contractor be identified as satisfying the criteria associated with one or more recognized FERPA exceptions, NNPS, may disclose the requested data to Contractor, provided the purpose, scope and duration are clearly set forth in writing and satisfy the terms and conditions of this Agreement.

WHEREAS, Contractor acknowledges that for the purposes of this Agreement it will be designated as a “school official” with “legitimate educational interests” as those terms have been interpreted and defined under FERPA and similar privacy laws and regulations, and Contractor agrees to abide by FERPA and those laws while performing its service for NNPS.

WHEREAS, the services Contractor will provide to NNPS are described here:

WHEREAS, Contractor represents it has the knowledge, skill and the resources necessary to provide and maintain a data management system that is sufficiently secure and encrypted to protect, maintain and keep the provided data and information confidential.

NOW, THEREFORE, the Parties enter into these Terms of Use governing the disclosure of personally identifiable student information and provision of services described herein.

SECTION I – DEFINITIONS

- A. **“Confidential Information”** is all non-public data, however documented, containing or based, in whole or in part, on reference materials, sketches, drawings, memoranda, disks, documentation and records belonging to either party (and any derivative works thereof or modifications thereto) is and will remain the exclusive property of that party. Neither party shall possess or assert any lien or other right against or to Confidential Information of the other party. **Without prior written permission, no Confidential Information of either party, or any part thereof, may be disclosed, sold, assigned, leased, shared or otherwise distributed to third parties by the other party or commercially exploited by or on behalf of the other party, or its employees or agents except when required by the Virginia Freedom of Information Act (FOIA) or when such information is subject to court order.**
- B. **“Disclosure”** means to permit access to or the release, transfer, or other communication of information contained in a record by any means, including oral, written, or electronic, to any party except the party identified as the party that provided or created the record.
- C. **“District”** means Newport News School Board, Virginia also referred to as Newport News Public Schools (NNPS).
- D. **“District Information”** means any record and all information, in any form, recorded in any way, including, but not limited to, handwriting, print, computer media, video or audiotape, film, microfilm, and microfiche and includes paper and electronic student education record information, or employee record information, furnished or made available directly or indirectly by NNPS or otherwise obtained from NNPS in connection with the Contractor’s services and/or any agreement, including all information of NNPS, or any NNPS affiliate to which it has had or will have access to, whether it is in oral, written, graphic or machine-readable form.
- E. **“Educational agency or institution”** means any public or private agency or institution to which funds have been made available by grant, cooperative agreement, contract, sub-grant, or subcontract or are provided to, and may be paid by those students for educational purposes, and any program if it provides educational services or instruction, or both, or is authorized to direct and control public elementary or secondary, or postsecondary educational institutions.
- F. **“Education program”** means any program that is principally engaged in the provision of education, including, but not limited to, childhood, elementary, secondary education, postsecondary education, special education, job training, career and technical education, and adult education, and any program that is administered by an educational agency or institution.
- G. **“Personally Identifiable Information”** also known as **“PII”**, includes but is not limited to (a) student’s name; (b) name of the student’s parent or other family members; (c) address of the student or student’s family; (d) a personal identifier, such as the student’s social security number, student number, or biometric record; and (e) other indirect personal identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name; (f) Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) “medical information” as may be defined in state law; “protected health information” as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; (h) nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; (i) credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; (j) other financial account numbers, access codes, driver’s

license numbers; (k) and state- or federal-identification numbers such as passport, visa or state identity card numbers.

- H. **“Program Agreement”** means a contract to include Purchase Orders, Service Level Agreement (SLA), or any other official commitment between the service provider and Newport News Public Schools.
- I. **“Record”** means any information recorded in any way, including, but not limited to, hand writing, print, computer media, video or audio tape, film, microfilm, and microfiche.
- J. **“Services”** means any goods or services acquired by NNPS, including computer software, mobile applications (apps), and web-based tools accessed by students and/or their parents via the Internet and used as part of a school activity.
- K. **“Student”** except as otherwise specifically provided in this part, means any individual who is or has been in attendance at an educational agency or institution and regarding whom the agency or institution maintains education records.
- L. **“User”** means the individuals authorized to access and use the Services provided under this Agreement.

SECTION 2 – STUDENT DATA, INFORMATION & RECORDS

A. **Purpose.** Contractor, by providing certain institutional services and functions on behalf of NNPS, may require access to a student’s educational records to effectively deliver its services. Contractor further agrees to be under the direct control of NNPS with respect to the maintenance of student educational records relating to the governance, use, and re-disclosure of personally identifiable information, which will be in accordance with, and contingent upon compliance with the Family Educational Rights and Privacy Act (“FERPA”) and its implementing regulations. (34 C.F.R. § 99.30, et seq.).

B. **Requested Data.** In order to perform the service(s) described herein, the Contractor will collect and/or utilize the following information:

C. **Qualified FERPA Exception.** Contractor understands and agrees that the purpose and contemplated use of the data and information disclosed NNPS is solely to provide the educational services for, or on behalf of NNPS described herein. The Contractor shall be designated a “school official” according to FERPA, as an organization to which NNPS has outsourced institutional services or functions for which NNPS would otherwise utilize its own employees. The Contractor acknowledges that it is under the direct control of NNPS for the purposes of use and maintenance of education records disclosed pursuant to this Agreement, and that the Contractor agrees to comply with the applicable provisions of FERPA in order to safeguard the confidentiality of student information. 20 U.S.C. § 1232g(b)(1)(F) and 34 C.F.R. §

99.31(a)(1)(i)(B).

- D. **Ownership of Data and Information.** The disclosure of personally identifiable information from education records to Contractor is not an assignment of ownership of the personally identifiable information or records to Contractor. NNPS retains ownership of all such records. Personally-identifiable information from education records may only be re-disclosed by Contractor to a third-party with the prior written approval of NNPS, in accordance with this Agreement or in compliance with FERPA and its regulations.
- E. **Coordination with Contractor Authorized Representative(s).** During the term of this Agreement, Contractor will fully coordinate all of its services provided hereunder with NNPS through its designated authorized representative.
- a. The authorized representative signatory below has authority to bind Contractor to the terms and conditions of this Agreement.
 - b. The authorized representative signatory shall also be responsible for requiring Contractor personnel and other authorized representatives of Contractor accessing information NNPS records to execute affidavits of nondisclosure or other documentation indicating that each person will be held accountable for the proper management, use and protection of all information and records provided to him or her.
- F. **Limited Disclosure, Access, and Use.** Contractor will abide by any and all conditions imposed by NNPS on the disclosure of information derived from and provided by NNPS, and agrees to manage and maintain it in accordance with the applicable federal and state privacy laws.
- a. Contractor and its officers, employees, and agents receiving education record information from NNPS agrees to hold information in strict confidence and use the information **only** for the limited purpose for which the disclosure was made.
 - b. Contractor affirms that its services will be conducted in a manner that does not disclose the information to anyone who is not an authorized representative of Contractor.
 - c. Contractor agrees not to use the information for any purpose other than the purposes for which the disclosure was sought from NNPS and made to Contractor.
 - d. The approval to use the information from education records for one purpose does not confer approval to use the data for another or different purpose.
 - e. Upon termination, cancellation, expiration or other conclusion of this Agreement, Contractor shall return all personally identifiable student information to NNPS or, if return is not feasible, destroy any and all such information. Contractor may destroy the information when it is no longer needed for purposes for which it was disclosed or as authorized in this Agreement but prior to termination, cancellation, expiration or other conclusion of this Agreement. Contractor shall confirm the date that any information was returned or destroyed by delivering to NNPS the certificate attached hereto.
- G. **Reporting of Unauthorized Disclosures of Data and Information.**
- a. Contractor shall, within 3 (three) business days of discovery, report to NNPS any use or disclosure of information not authorized by this Agreement or in writing by NNPS (a “Breach”). Contractor’s written report shall identify (i) the nature of the breach, (ii) what information was

used or disclosed, (iii) who or what was the cause of the breach, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the breach, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by NNPS.

- b. If NNPS reasonably determines that Contractor has breached a material condition of this Agreement, NNPS may request Contractor to submit within five business (5) days from the discovery a written report shall identify (i) the nature of the breach, (ii) what information was used or disclosed, (iii) who or what was the cause of the breach, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the breach, and (v) what corrective action Organization has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by NNPS.
- c. Alternatively, NNPS may immediately terminate this Agreement with Contractor, if, in its sole discretion, determines it is not possible to repair or correct the discovered breach. Under either option described in paragraphs A or B, above, NNPS agrees to provide written notice Contractor.

- H. **Remedies, Penalties.** The failure to comply with the requirements of FERPA could subject Contractor and any third party to all allowable penalties assessable against Contractor under state and federal law. Contractor acknowledges and agrees that due to the unique nature of the Information there may be no adequate remedy at law for any breach of its obligations hereunder, that any such breach will result in irreparable harm to NNPS, and therefore, that upon any such breach or threatened breach, NNPS shall be entitled to seek appropriate equitable relief including specific performance and any additional remedies the law may allow, including injunctive relief. In the event the Family Policy Compliance Office of the U.S. Department of Education determines that Contractor improperly disclosed personally identifiable information obtained from NNPS's education records, NNPS may not allow Contractor access to NNPS's education records for at least five years (34 C.F.R. § 99.67).
- I. **Other Use of Information.** This Agreement does not contemplate the use of information for any purpose other than for the provision of services identified herein. For any other purposes (studies, surveys, etc.), the Parties must enter into separate terms governing the release of information.

SECTION 3 – CONFIDENTIALITY

- A. Contractor agrees to maintain the confidentiality of business, employment, operational, and other information provided by NNPS to Contractor hereunder, provided such information is marked or otherwise identified by NNPS as confidential or proprietary or is of a nature that Contractor knows or should know is confidential or proprietary (also referred to herein as “Proprietary Information”), and will only use it in carrying out its rights and obligations under this Agreement.
- B. Both parties agree to restrict access to the Proprietary Information of the other only to authorized representatives who (i) require access in the course of their assigned duties and responsibilities in connection with this Agreement, and (ii) have been informed of the provisions set forth in this Section.

The confidentiality obligations of the parties regarding the Proprietary Information of the other shall not apply to any material or information that (i) is or becomes a part of the public domain through no

act or omission by the receiving party, (ii) is independently developed by employees of the receiving party without use or reference to the Proprietary Information of the other party, (iii) is disclosed to the receiving party by a third party that, to the receiving party's knowledge, was not bound by a confidentiality obligation to the other party, (iv) is demanded by a lawful order from any court or anybody empowered to issue such an order, or (v), is requested by operation of law.

- C. This Agreement may include services that require Contractor to collect and analyze student, classroom, school-level, and employment-related data. These services include, but are not limited to: Evaluation Services, Distance Consulting, Baseline Analysis, and Summative Analysis (collectively, "Evaluation Services"). In order for Contractor to provide these services NNPS must agree to make reasonable effort to collect and submit all requested data in a timely manner.

- D. Notwithstanding anything herein to the contrary and only to the extent consistent with confidentiality laws, NNPS hereby grants to Contractor a non-exclusive, royalty-free, nontransferable, revocable, limited license during the Term or any Renewal Term of this Agreement to collect, access and use District Information provided Contractor: (1) collects, accesses and uses District Information only as necessary and solely for meeting Contractor's performance obligations under this Agreement; (2) collects, accesses and uses District Information in a manner that does not permit personal identification of "parents" or "students" or "employees" by individuals other than Contractor's employees and contractors who have necessary and legitimate interests in NNPS Information for meeting Contractor's performance obligations under this Agreement; (3) keeps records of any Contractor disclosures of District Information, including the names of the parties to which Contractor may have disclosed District Information and the legitimate interests under this Agreement or confidentiality laws which such parties requested or obtained NNPS Information from Contractor; (4) destroys NNPS Information when it is no longer needed by Contractor for meeting its performance obligations under this Agreement; and (5) otherwise complies with the confidentiality laws.

- E. Contractor will indemnify, defend and hold harmless District and District's affiliates, officers, directors, and employees from and against any third-party claims, demands, causes of action, judgments, damages, liabilities, costs and expenses (including reasonable attorney's fees) arising from or relating to Contractor's or any of Contractor's employees, agents, contractors, or representatives unauthorized use, misuse, or illegal use of District Information or De-identified Information or any breach of this Agreement by Contractor. The District and any indemnified party shall cooperate and comply with the reasonable requests of Contractor in connection with the defense of any such claim. The receipt or providing such assistance is not a waiver of any alleged breach nor does the acceptance of such assistance constitute a waiver of any such breach by NNPS. Contractor shall control the defense and settlement of any such claim.

SECTION 4 – GENERAL TERMS AND CONDITIONS

A. Examination of Records.

- a. Contractor will keep true and complete records of any and all data received, exchanged and shared between and amongst its employees, agents, subcontractors and volunteers pursuant to this Agreement.
-

- b. Contractor will establish and maintain a system of record keeping satisfactory to NNPS and NNPS's authorized representative and, upon reasonable request, provide access to such records either during regular business, at any reasonable mutually agreed upon time.
 - c. Contractor agrees that it will keep and preserve all business records and reports created during the course of this Agreement for at least three (3) years from the date of receipt under this Agreement, except that personally identifiable student information shall be returned or destroyed in accordance with the provisions of Section II.F.5 of this Agreement.

- B. **Dispute Resolution.** If either District or Contractor believes in good faith that the other party has failed to perform, provide requested information, or has failed to satisfactorily meet any objective set forth by this Agreement or has otherwise not fulfilled commitments made under this Agreement ("Breach"), then within thirty (30) days from the date the breach occurred, the aggrieved party shall send written notification to the party who has allegedly breached its obligations identifying the allegations and/or reasons the aggrieved party believes the non-performing party has breached this Agreement. Upon receipt of written notice, the alleged non-performing party shall have ten (10) business days, or such additional time as may be agreed to in writing between the parties, to correct or cure the alleged breach or to notify the aggrieved party that the alleged breach of this Agreement has not occurred. Upon finding that the breaching party failed to cure or respond in writing within the agreed upon timeframe, the non-breaching, aggrieved party shall be entitled to terminate this Agreement and pursue any and all remedies available at law or in equity.

- C. **Modification.** This Agreement shall only be modified in writing signed by duly authorized representatives of both Contractor and NNPS. All requests for modifications should be directed to the authorized representative of NNPS and Contractor.

- D. **Notice.** Any notice this Agreement requires must be in writing and will be effective only if sent by certified U.S. mail, return receipt requested, or via electronic mail, to an authorized representative at Contractor's address provided in this Agreement, which is as follows:

[remainder of page intentionally left blank]

NNPS Contacts

Wayne Santos, Director of Technology Newport News
Public Schools
12511 Warwick Boulevard, Suite A Newport News, VA
23606-2639 wayne.santos@nn.k12.va.us

David Saunders, Information Security Analyst Newport News Public
Schools
12511 Warwick Boulevard, Suite A Newport News, VA
23606-2639 david.saunders@nn.k12.va.us

With copy to:
Shannon Bailey, VCCO, VCO, Director of Procurement Newport News
Public Schools
12456 Warwick Boulevard Newport News, VA
23606-3041 shannon.bailey@nn.k12.va.us

Contractor Contacts

- E. **Term.** The effective date begins on the next business day that follows after each authorized representatives of Contractor and NNPS executes this Agreement and it shall expires at the time Contractor no longer provides its services or is terminated in accordance with this Agreement, and its Program Agreement; provided, however, a lapse or stoppage of services by Contractor as a result of NNPS's school year ending that timely resumes with the commencement of the next District school year, shall not be construed or interpreted as the termination of this Agreement; furthermore, at the beginning of each school year, upon re- execution by each authorized representative of NNPS and Contractor, the parties mutually agree this Agreement is revived according to the same, or any amended terms and conditions contained herein.
- F. **Termination.** A party may terminate this Agreement upon sending a thirty (30) day written notification with brief description of the reason for the termination to the other party. Termination shall be effective upon the date it is received.
- G. **Compliance with Federal and State Confidentiality, and Privacy Laws.** Contractor and NNPS agree and understand this Agreement must be in compliance with, which for the purposes of illustration,

includes but is not limited to: Code of Virginia §22.1-289.01 School Service Providers; Student Personal Information and all applicable federal privacy and confidentiality laws; the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99); Protection of Pupil Rights Amendment (“PPRA”) (20 U.S.C. § 1232h; 34 CFR Part 98), all of them which may be in effect or amended from time to time, including any successor statute and its implementing regulations and rules. In the event of a conflict between this Agreement and the Confidentiality Laws, the Confidentiality Laws shall control. In the event of a conflict between FERPA and all other Confidentiality Laws, FERPA will control absent clear statutory authority on controlling law. In the event of conflict or uncertainty interpreting controlling law regarding the collection, access, use, or disclosure of District Information, a party will resolve the uncertainty or conflict in favor of prohibiting the collection, access, use, or disclosure of District Information.

H. **Compliance with NNPS Policies.** Contractor agrees to comply with the applicable written School Board policies, which hereafter by this reference are incorporated into and enforceable under this Agreement.

I. **Liability.**

a. **If Contractor is a “public entity”** It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this Agreement shall be construed as an express or implied waiver of its governmental immunity or as an express or implied acceptance of liabilities arising as result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under local, state and federal laws.

b. **If Contractor is not a “public entity”** then it will be responsible for the negligent acts and omissions of its officers, agents, employees, and representatives with respect to its obligations under this Agreement.

J. **Governing Law and Jurisdiction.** In the event that any disputes arise from this Agreement, the parties agree to submit such disputes to the Circuit Court of the City of Newport News, Virginia or the Newport News/Norfolk office of the United States District Court Eastern District and such court shall have exclusive jurisdiction over the disputes. The parties agree that Virginia law will govern such disputes that arise from this Agreement, without regard to rules regarding conflicts of law.

K. **Survival of Certain Provisions.** The terms and conditions of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.

L. **No Agency Created.** Contractor agrees and understands that no authority exists through this Agreement permitting Contractor to enter into any third party contract, assume any obligation, or makes any representation to third parties on behalf of, or which may bind NNPS.

M. **No Construction Against Drafting Party.** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because the Agreement or any provisions thereof were prepared by a particular party.

- N. **Authorized Representative.** Contractor certifies that the individual signing below on its behalf is fully authorized to do so, is fully authorized to bind and commit Contractor to the obligations set forth herein, and that no other consents or authorizations are needed to bind Contractor to the terms of this Agreement.

- O. **Contract Documents.** This Agreement consists of the following attachments which are incorporated herein and made a part hereof by reference which are found after the signature page.

[remainder of page intentionally left blank]

Contractor hereby signifies its acceptance of the terms and conditions of this Agreement.

Newport News Public Schools:

[NNPS Representative]

[Position]

[Date]

Contractor:

[Contractor Representative]

[Position]

[Date]

Attachment C

NAME of Reviewer:

NNPS Literacy Review and Evaluation Rubric

Directions: Rate each set of instructional materials and resources according to the criteria listed in each section using the scale below.

3 = Excellent 2 = Adequate 1 = Poor 0 = Unacceptable

Section 1: Alignment with SOL, UbD Framework, and NNPS Goals					
Elementary English Instructional Materials and Resources					
Alignment with Virginia Standards of Learning					
Content is closely aligned to the VDOE Curriculum Framework. Most of the essential understandings, knowledge, and skills are supported.					
Correlations to VA SOLs or supplemental materials to support specific VA content are provided.					
Alignment with the UbD Framework					
Do the materials stay focused on the big ideas of literacy development? Are these big ideas continually revisited throughout?					
Do the materials contain interesting, challenging, and varied learning activities? Do they encourage students to be actively engaged rather than passive?					
Are the assessments focused on understanding and transfer of knowledge? Or do they require simple recall?					
Alignment with PK-12 Literacy Plan					
Materials include diverse and culturally represented texts and experiences for all learners.					
Materials foster the development of strong foundational skills in early learners.					
Facilitates the expansion of literacy skills across all content areas.					
Opportunities for students to demonstrate/master NNPS Profile of a Learner skills.					
Subtotals					

Section 2: Instructional Design & Student Experience					
Elementary English Instructional Materials and Resources					
Content reflects a logical scope and sequence of the five components of reading: phonemic awareness, phonics, fluency, vocabulary, and comprehension.					
Instructional materials provide explicit, systematic instruction in the five components of reading: phonemic awareness, phonics, fluency, vocabulary, and comprehension.					
Materials provide opportunities to practice and apply taught skills in authentic reading and/or writing tasks. Lessons are centered around high-quality tasks.					
Instructional materials provide many opportunities for students to practice essential skills and promote depth of understanding.					
Texts provided are at the appropriate grade level complexity, contain rich vocabulary, and represent a balance of fiction and nonfiction.					
Instructional materials and resources support best practices and effective instructional strategies and techniques for literacy.					
Materials build knowledge and skills through integrated reading, writing, speaking, listening, and language experiences.					
Materials provide an oral language component for primary grades.					
Materials include writing instruction component.					
A variety of quality formative and summative classroom assessments are included.					
Content is accurate, up-to-date, and reflects evidence-based instructional practices (explicit and systematic).					
Format design makes the resource easy to use and assists in understanding and processing the content. Material is presented in an organized, logical, and age- appropriate manner for students.					
Writing style, syntax, and vocabulary are developmentally appropriate for the targeted grade level(s).					
Subtotals					
Comments →					

Section 3: Instructional Planning and Support					
Elementary English Instructional Materials and Resources					
A Teacher Manual or resource is provided that is easy to use, and supports planning and instruction.					
Ancillary materials include lesson components that promote depth of understanding and that integrate social studies and science skills.					
Ancillary materials can be easily modified as necessary to more closely align with SOL standards or NNPS needs.					
Suggestions or resources are provided to differentiate and support all learners.					
A variety of user-friendly technology resources are provided that support teaching and learning.					
Technology, digital, and online resources can be accessed on a variety of platforms and devices. i.e. tablets/phones, PC/MAC, multiple web-browsers, IOS/Android/Microsoft operating systems and are compatible with division's LMS (Canvas).					
Online or digital format is available with added features (voice, video, note-taking, additional graphics, etc.).					
Online resources include practice opportunities, assessments, enrichment materials, and resources that assist in updating information.					
Subtotals					
Comments →					

Elementary English Instructional Materials and Resources					
Totals					
Additional Comments:					

Attachment D-Pricing Schedule

PLEASE NOTE:

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

If a bundle is submitted as a line item below, provide comprehensive information describing which items are included in the bundle (use additional documentation if necessary)

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

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

ISBN is required for each source proposed

Line Item #	ISBN	Textbook Title	Author(s)/ Editors	Edition	Copyright Year	Mark all that apply			Subscription Length (Year)	Contract Price	Gratis Y/N), Provide Details
						Print	Digital	Disc			
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											



November 15, 2022

**Addendum #1
FOR IMMEDIATE ATTENTION**

TO: ALL BIDDERS

RE: RFP #009-0-2023SB – PUBLICATION, AUDIOVISUAL MATERIAL, BOOKS AND TEXTBOOKS ENGLISH

1. The above referenced IFB is hereby amended as follows:

- SPECIAL INSTRUCTIONS TO THE BIDDER
- C. Pre-Proposal Conference:

Due to technical issues the Non-Mandatory Pre-Proposal Conference for the referenced RFP has been rescheduled and will be conducted via ZOOM FORMAT on **Tuesday, November 15, 2022 at 1:00 PM**. Any offeror wishing to attend shall utilize the following meeting link <https://nn-k12-vau.s.zoom.us/j/83078917332?pwd=cG9vT3ZZVXpqUVJRdGdjU113amxCUT09> Meeting ID: 860 1127 0053 Passcode: 299222

- D. Questions: Due date has been hereby changed from Wednesday, November 16, 2022 at 2:00 PM to **Thursday, November 17, 2022 at 2:00 PM.**

2. All other provisions of the IFB shall remain unchanged.

Signature: _____
(Bidder)

Sincerely,

Shaelee Bailey,
Senior Procurement Specialist



November 21, 2022

**Addendum #2
FOR IMMEDIATE ATTENTION**

TO: ALL OFFERORS

RE: RFP #009-0-2023SB – PUBLICATION, AUDIOVISUAL MATERIAL, BOOKS AND TEXTBOOKS ENGLISH

1. Responses to Offerors questions are as follows:

- Attachment C Rubric – should Offerors complete this form or is this just for Offerors reference and will be completed by district reviewers?
Offerors are not required to complete this form. It is included for Offerors reference; the evaluation committee will complete Attachment C Rubric.
- Will the district accept proposals from publishers not on the Virginia Literacy Act (VLA) list? The Virginia Literacy Partnership, as directed by the Virginia Literacy Act, is conducting a review of core instructional materials for inclusion on the Recommended Core Instructional Program Guide. Will the district consider programs that are not included on the Guide (which has yet to be finalized)?
Since the list of recommended core instructional materials has not finalized and published, our district cannot speak to whether we will consider instructional materials that are not included.
- Will the district accept proposals with co-submissions?
The offeror may submit their proposal to include a sub-contractor to adhere to the statement of needs listed in the RFP.
- We understand that the district may have developed their own foundational skills program. If so, is the district planning to continue use of the self-created foundational skills program or not?
The district is looking for a comprehensive reading program that includes foundational skills components.
- Can you please provide a breakdown of the student enrollment by grade level?
Current Student Count per grade level
 - Kindergarten – 1,824***
 - First Grade – 2,054***
 - Second Grade – 1,964***
 - Third Grade - 2,025***
 - Fourth Grade – 1,973***
 - Fifth Grade – 1,963***

- Can you please provide a breakdown of the number of English teachers by grade level?

Current Teacher Count per grade level

Kindergarten – 90

First Grade – 93

Second Grade – 92

Third Grade - 91

Fourth Grade – 83

Fifth Grade - 83

- Is Newport News Public Schools interested in a stand-alone handwriting program, or is Newport looking for one comprehensive program?

NNPS is not interested in a stand-alone handwriting program. The purpose of this RFP is to seek proposals for on comprehensive program.

- What resources/curricula are you currently using for instruction in K-5 ELA?

NNPS is currently using a locally-developed curriculum based on the 2017 Virginia English Standards of Learning that utilizes a variety of resources.

- Can you provide details around the instructional model you are seeking? i.e., what does a typical day of instruction look like?

NNPS utilizes a comprehensive literacy model that engages students and promotes student growth in all four components of literacy – reading, writing, communication, and research by incorporating high-yield instructional practices in daily learning experiences. NNPS is seeking a comprehensive program that provides explicit instruction, guided and independent practice, and formative and summative assessment measures. A typical day of instruction includes whole group grade level instruction, small group differentiated instruction, and independent practice.

- Do you anticipate purchasing more than one program to meet your needs, or is your preference to purchase one comprehensive resource?

NNPS is seeking one comprehensive resource. However, there is the possibility of a multi-award to obtain materials and resources that meet the district’s statement of need.

- Would you like to see options for tier 2 / tier 3 instruction as part of the proposal submission?

The purpose of this RFP is to seek materials and resources for Tier 1 instruction.

- Would this RFP include trade books, phonics sets/decodable readers that align to your curriculum?

This RFP is seeking a comprehensive resource for core instruction. Materials such as trade books, phonics sets/decodable readers would be considered as supplemental materials.

- Are samples required for the 12/1 submission or are the only required if requested after this date?

Submission of all unpriced technical proposals in one sealed envelope to include digital textbook codes, instructional materials, and ancillary resource links on or before December 1, 2022 by 2:00 pm.

Shortlisted vendors will be contacted to provide physical sample copies of textbooks, instructional materials, and ancillary resources that must be received by NNPS on or before January 20, 2023

- Is documentation of alignment to the PK-12 literacy plan required?

Yes. Alignment documents must be submitted with the proposal. Digital versions will be accepted.

- Will you accept supplemental materials or are you only looking for comprehensive?

Please refer to the Specific Requirements “NNPS reserves the right to consider a proposed resource for use with a course other than the one for which it was submitted”

The district is looking for a comprehensive/core reading program. However, supplemental programs will be considered.

- Do you require that alignment documents are submitted with the proposal? If so, can it be included on the USB drive instead of printed?

Yes. Alignment documents must be submitted with the proposal. Digital versions will be accepted.

- Is the district in supplemental programs in this solicitation or only programs that intended as the primary tool of instruction?

The district is looking for a comprehensive/core reading program. However, supplemental programs will be considered.

- Do you prefer one program that covers all areas of the functional requirements?

The district prefers one program that covers all areas of the functional requirements.

- Will digital only programs be considered? Do you require printed materials as part of the RFP?

Printed materials are required as part of the RFP, please refer to Submission Instructions, Step 2. Digital only programs will not be considered.

- Can you provide the number of teachers and/or classrooms that will be served by this RFP?

Current Teacher Count per grade level

Kindergarten – 90

First Grade – 93

Second Grade – 92

Third Grade - 91

Fourth Grade – 83

Fifth Grade - 83

- Is the district primarily interested in comprehensive/core curricula that includes intervention opportunities, or will stand-alone supplemental and intervention programs also be considered?

The district is looking for a comprehensive/core reading program. Embedded intervention opportunities within the comprehensive/core curricula is acceptable.

The district is not interested in stand-alone intervention programs as a response to this RFP.

- Submission Type - We have read the Submission Instructions on page 6. However, because of the holidays, we would like to know if offers could be emailed electronically.

No electronic proposals will be accepted per the submission instructions.

- Access Codes for Evaluation - Our access codes can be used simultaneously by a variety of users at the same time to evaluate proposed resources.

Can we provide five (5) access codes instead of 30?

If there will be no interruptions with the codes being utilized simultaneously, NNPS will accept the five (5) access codes instead of 30.

- Will you call for another RFP round for supplemental if you don't find what you want for comprehensive?

At this time NNPS has not determined to publish an additional RFP for supplemental if we do not award for comprehensive materials.

- Will the district accept a combined submission by Offerors and a foundational skills partner/subcontractor for this submission?

The offeror may submit their proposal to include a sub-contractor to adhere to the statement of needs listed in the RFP.

- It is our understanding that the district may have developed its own foundational skills program. Can you please confirm whether the district plans to continue using its self-created foundational skills program?

The district is looking for a comprehensive reading program that includes foundational skills components to use as part of our core instructional program.

- On RFP page 8, under Section G. Proposal Submittal Requirements, it states, “As a part of Step 1 requirements, a minimum of thirty (30) online access codes good for at least 90 days for NNPS to review and evaluate all materials, both printed and online resources.” – Will the district please clarify if a single access code and common password that can be reused by 30 reviewers will suffice, or if 30 unique access codes are truly desired?

If there will be no interruptions with the codes being utilized simultaneously, NNPS will accept the submitted access codes instead of 30, please specify in submittal.

- Would the district be interested in seeing both student-facing and teacher-facing materials as a part of the requirement “to include digital textbook codes, instructional materials, and ancillary resource links” on RFP Page 6, under the Submission Instructions section?

Yes, the district would like to see both student-facing and teacher-facing materials.

- On PAGE 10 of the RFP d. Qualification and resumé of personnel providing services for the performance of the contract.

In section (2) letter (d) is it should to read resumes instead of resumé.

For clarification, will you need the resumé of all personnel involved?

Yes, resumes of personnel providing services for the performance of the contract is required.

- Regarding Section G, Proposal Submittal Requirements:
Where (in which Tab, see letter g p.8) should we include our responses to Attachment A?

It is the Offeror responsibility to submit their proposals in accordance with the Proposal Submittal Requirements. Please ensure all requested documents are enclosed.

Letter g. page 8 shows that references should be put in Tab 6; however, on page 10 in the Experience section (Tab 1), it seems that you are asking for references here instead. Can you clarify where the references should be placed within our proposal?

Offerors should include and submit references under Tab 1, Experience. If references are submitted under Tab 6, References placing the references in this section is sufficient.

Where (in which Tab, see letter g p.8) should we include the following documents?
Cover page of RFP, NNPS Data Sharing Agreement, Anti-collusion/ non-discrimination clauses?

It is the Offeror responsibility to submit their proposals in accordance with the Proposal Submittal Requirements. Please ensure all requested documents are enclosed.

2. All other provisions of the RFP shall remain unchanged.

Signature: _____

Sincerely, (Bidder)
Shaelee Bailey,
Senior Procurement Specialist



Optional Pre-Proposal Conference Agenda

November 15, 2022 at 1:00 PM EST

RFP #009-0-2023SB Publication, Audiovisual Material, Books and Textbook English

Location: Zoom Virtual Meeting

Introductions:

Shaelee Bailey, Senior Procurement Specialist

Shaundalyn Thomas, Instructional Supervisor

David Saunders, Information Security Analyst

Prospective Offerors on the Zoom Call:

Optional Pre-Proposal Conference: This conference is held to answer any questions regarding the RFP. Any changes determined necessary as a result of this conference will be formally addressed by the issuance of an addendum on eVA and the NNPS Purchasing webpage. Attending is not mandatory, but it is advisable.

- 1. Purpose:** The purpose of this RFP is to solicit sealed proposal from qualified Offerors to provide NNPS with materials and resources to support instruction of the 2017 Virginia English Standards of Learning in grades kindergarten (K) through five (5) at twenty-four (24) NNPS elementary schools. NNPS is seeking instructional materials and resources that support the body of research known as the "Science of Reading". Additionally, materials and resources should include multiple means of assessing students and universal design components. Offerors responding to this request must be responsible, regularly and practically engaged in providing the services requested in this RFP and possess ample resources for doing this work.
- 2. Contact with NNPS Staff:** Direct contact with NNPS staff, representatives, and/or agents other than Purchasing Department staff on the subject of this RFP or any subject related to this RFP is expressly **prohibited** except with the prior knowledge and permission of the Purchasing Agent.

All questions and communication shall only be made with the Procurement Officer facilitating the RFP.

- 3. RFP Deadline:** Offeror shall ensure its Proposal is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this Information for Proposal. Proposals received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be retained in the Purchasing Office and marked "Late". **Proposals are due Thursday, December 1, 2022 at 2:00 PM EST, unless otherwise changed in a subsequent addendum.**
- 4. Deadline for Questions:** Offerors must submit questions regarding the Request for Proposal in writing to the Issuing Office at Shaelee.bailey@nn.k12.va.us no later than **November 17, 2022 at 2:00 PM EST**. Necessary replies will be issued to all Offerors of record as an addenda that



shall become part of the contract documents. Oral discussions do not form a part of the Proposal documents.

- 5. RFP Submission:** This is a combined two-step competitive sealed proposal. Offerors shall submit all unpriced technical proposals in one sealed envelope or package and all price proposals in a separate sealed envelope or package. Identify and label the envelope or package with the Request for Proposal's item number and the name and address of the Offeror. Proposals received by telephone, telegraph, facsimile, or any other means of electronic transfer shall not be accepted. **Submit the one (1) original, nine (9) hard copies and one (1) electronic copy (Flash drive/ USB drive) of the proposal. If you wish to redact any information, submit trade secrets or other proprietary information under separate cover in a sealed envelope clearly marked "PROPRIETARY" or your firm can submit a redacted version of your proposal submission marked "REDACTED."**

6. Note to Public:

Section G. Proposal Submittal Requirements reads Each Proposal submission shall be submitted to the Issuing Office and will include the following documents:

Letter D: NNPS Literacy Review and Evaluation Rubric Attachment C

Offerors are not required to complete this form. It is included for Offerors reference; the evaluation committee will complete Attachment C Rubric.

This inclusion will be omitted from this section in an official addendum that will be posted after the closing of questions deadline.

- 7. Terms and Conditions:** Please review and pay close attention to the General and Special Terms and Conditions of the RFP.

8. Take questions from Prospective Offerors

Reminder all questions should be submitted in writing to Shaelee.Bailey@nn.k12.va.us on or before Thursday, November 17, 2022 at 2:00 PM to be officially addressed and recorded by a published addenda.