



Notice of Addendum No. 2

Issue Date May 28, 2020

**Arlington Public Schools
Procurement Office**

Request for Proposal 34FY20

Request for Proposal Title: **Telecomm Infrastructure Maintenance and Procurement of Associated Components and Materials**

Request for Proposal: **34FY20**

Request for Proposal Issue Date: **May 4, 2020**

Pre-Proposal Conference: **May 7, 2020 (Refer to Title Page 2 of the Request for Proposal)**

Proposal Closing Date/Time: **May 29, 2020, Prior to 11:59 P.M. (Local Prevailing Time)**

Procurement Office Representative: **Kim Young, Senior Procurement Specialist
(703) 228-7643, Kimberly.young@apsva.us**

Request for Proposal 34FY20 is hereby amended as indicate below.

Section IV. Proposal Requirements updated to read as follows:

E. Format and Content

The Proposal should address the items included in the Scope of Services and in the Criteria for Proposal Evaluation. The content of the Proposal copies submitted on CD-ROM or memory stick should mirror the content of the original hard copy and should be in pdf format. Failure to do so will result in a lowered evaluation. Incomplete Proposals may be determined nonresponsive.

Offerors should organize their Proposals using the following tabular format:

Tab 1: Administrative

- A fully executed Request for Proposals Title Pages 1 - 5 of this RFP should be included as the first four pages of your Proposal. The name stated on the Title Sheet on, page 5 must be the full legal names of the Offeror and the address must be that of the office which will have the responsibility for the services provided. The following forms should be completed and also provided in this section:
- The Contactor Certification Regarding Criminal Convictions at Appendix A
- The Conflict of Interest Statement at Appendix B
- The Non-Disclosure and Security Agreement at Appendix C
- The Insurance Checklist at Appendix D
- ~~Student Data Usage and Privacy Agreement at Appendix G~~

Section V. Contract Terms and Conditions updated to read as follows:

29. Confidential Information

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all APS information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, proprietary systems, addresses, dates of birth, other contact information or medical information about a person's, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

All student data is considered to be confidential under any resulting Contract as well as under the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g et seq., and any other federal or state statutes or regulations pertaining to student records, and will only be released in accordance with the applicable laws and regulations. Student data shall include all metadata, forms, logs, cookies, tracking pixels, user content, and Personally Identifiable Information (PII), Education Records as defined by the Family Educational Rights and Privacy Act ("FERPA"), and other non-public information relating directly to APS students. ~~All student data received by the Contractor shall be maintained by the Contractor in a secure location, in accordance with the Student Data Usage and Privacy Agreement.~~

The Contactor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of student data (whether intentionally or by inadvertence, negligence or omission verbally electronically, through paper transmission or otherwise), for any purpose other than that directly associated with its officially assigned duties pursuant to any resulting Contract. Contractor is aware that unauthorized use or disclosure of student data is prohibited and, in addition, may also constitute a violation of Virginia law (e. g. the Government Data Collection and Dissemination Practice Act, formerly called the Privacy Protection Act, VA Code §2.2-3800 et seq., and the Secrecy of Information Act, VA Code §58.1-3, which may be punishable by a jail sentence of up to six (6) months and/or a fine of up to \$1,000,000.).

62. Student Data Usage and Privacy Agreement (Intentionally deleted)

~~During the term of the Contract Term, and any Renewal Contract Term(s), the Contractor will have access to student data. As a condition of awarding a Contract for the provision of the Work that requires the Contractor to have access to the student data the Contractor is required to sign the Student Data Usage and Privacy Agreement (See Attachment E).~~

Addendum No. 2 must be signed, dated and received by the Procurement Office prior to the Proposal Closing Date/Time stated above OR acknowledgment of receipt of this Addendum may be noted on the Title Page 2 of the Proposal.

Name of Offeror: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Issued By:
Kimberly Young
Senior Procurement Specialist
Telephone: (703) 228-7643
Email: kimberly.young@apsva.us