



## Request for Proposal - Title Page One

---

### Arlington Public Schools Procurement Office

---

### Request for Proposal 41FY23

<b>Request for Proposal Title:</b>	<b>Enterprise Resource Planning (ERP) System Upgrade</b>
<b>Request for Proposal Number:</b>	<b>41FY23</b>
<b>Request for Proposal Issue Date:</b>	<b>September 09, 2022</b>
<b>Pre-Proposal Conference:</b>	<b>September 23, 2022, (Refer to Request Title Page 2)</b>
<b>Proposal Due Date and Time:</b>	<b>October 21, 2022, No Later Than 11:59 P.M. (EST)</b>
<b>Procurement Office Representative:</b>	<b>Hamed Hameedi Senior Procurement Specialist (703) 228-7643, <a href="mailto:hamed.hameedi@apsva.us">hamed.hameedi@apsva.us</a></b>

---

This is Arlington County School Board, operating as Arlington Public Schools (“APS” or “Owner”) Request for Proposal (RFP) #41FY23 for the establishment of a Contract for Enterprise Resource Planning (ERP) System Upgrade (“the Work”). Sealed Proposal shall not be received in response to the RFP at the Syphax Education Center (“Syphax”) by mail, express mail, in person, or by courier, but will do so instead electronically through a secure cloud-based file sharing platform (“Platform”).

Firms wishing to submit a Proposal in response to the RFP (“Offerors”) are required to upload the information requested in Tabs 1 – 8 of Section III, Proposal Requirements, E. Format and Content, into the Platform through the link found on the Current Solicitations webpage under the Procurement Office website. A link to the webpage is provided below. Found under the Due Date column for RFP 41FY23 of the Current Solicitations table is a link for Offerors to submit its Proposal. (“Link to submit Proposal – RFP 41FY23”). To assist Offerors with its Proposal submission, screenshots of the steps required to submit a Proposal are attached as Appendix H to this RFP.

For a Proposal to be considered for award of a Contract the Proposal must be received in the Platform by no later than 11:59 p.m. on Friday, October 21, 2022 (“Proposal Due Date”). Offerors are strongly encouraged to submit their Proposals in advance of Proposal Due Date to allow sufficient time for the Proposals to be uploaded into the Platform before the Proposal Due Date. The time a Proposal is received shall be determined by the time shown under the Activity in the Folder log (“the Log”). If the upload time shown in the Log is after Proposal Due Date the Proposal

## **Request for Proposal - Title Page Two**

will be considered non-responsive and will not be considered for Contract award. **Proposals received after the Proposal Due Date shall not be considered.**

For further information please contact Hamed Hameedi at [hamed.hameedi@apsva.us](mailto:hamed.hameedi@apsva.us) or at (703) 228-7643.

Link to the Current Solicitations webpage: **Link to Current Solicitations.**

### **Pre-Proposal Conference:**

A non-mandatory pre-Proposal conference (“Conference”) will be held for this RFP on **Friday, September 23, 2022, at 10:00 A.M. (EST)**. The Conference will take place virtually, to discuss the Work and answer general questions concerning the RFP. Attendance at the Conference is encouraged. Offerors seeking to attend the Conference can access the Conference via a link in the Current Solicitations table on the Procurement Office website. It is recommended Offerors have a copy of the RFP with them during the Conference.

Minutes of the Conference, including but not limited to questions and answers presented at the Conference, will be issued in writing by the Procurement Office as an Information Item and distributed in the same manner as an Addenda, as set forth below

### **Questions:**

All questions regarding this RFP, other than those submitted at the Conference, must be submitted in writing via email addressed to: Hamed Hameedi, Senior Procurement Specialist, [hamed.hameedi@apsva.us](mailto:hamed.hameedi@apsva.us) and Girish Rajput, APS Project Manager, via email: [girish.rajput@apsva.us](mailto:girish.rajput@apsva.us) and **must be received by 5:00 PM (EST) on September 29, 2022**. The Procurement Office will issue written responses to questions received as an Information Item, in the same manner as an Addenda, as set forth below.

**Refer to Section II, Instructions to Offerors, for additional instructions and requirements.**

### **Addenda:**

Changes to this RFP will be made only by written Addenda issued by the Procurement Office and designated as “Addendum No. \_\_\_\_.” No other form of communication shall modify this RFP.

Addenda will be posted on Virginia’s online electronic procurement system (“**eVA**”), the **Procurement Office website**, and on a public bulletin board in Syphax.

Offerors shall ascertain prior to submitting a Proposal that all Addenda issued have been received and shall acknowledge receipt and inclusion of all Addenda by marking here, or by including a signed copy of all Addenda with the Proposal:

Addendum #. \_\_\_\_ Date: \_\_\_\_\_ Addendum #. \_\_\_\_ Date: \_\_\_\_\_  
Addendum #. \_\_\_\_ Date: \_\_\_\_\_

### **Information Items:**

Questions received timely in response to this RFP, including those at the Conference, will be answered by written Information Items issued by the Procurement Office. This RFP shall not be modified by an Information Item.

Information Items will only be posted in the same manner as an Addenda, as set forth above.

## Request for Proposal Title Page Three

### Trade Secrets or Proprietary Information:

Each Offeror shall confirm whether their Proposal contains any information the Offeror deems proprietary or a trade secret. Information considered to be proprietary or a Trade Secret is to be included in the Proposal response at Tab 8. See Section III. Proposal Requirements, D, Submission of Trade Secrets or Proprietary Information, for additional information.

Please mark one:

- ( ) Yes, My Proposal contains information deemed to be proprietary or a trade secret. The information deemed to be proprietary or a trade secret can be located under Tab 8
- ( ) No, My Proposal does not contain information deemed to be proprietary or a trade secret.

### Acceptance of Work:

By submitting a Proposal, Offeror confirms that it can deliver all of the Work contained in the RFP.

### State Corporation Commission (SCC) Identification Number: Mandatory Requirement:

Under subsection C.8. of Section III, Instructions to Offerors, subsection 35 of Section VI., Contract Terms and Conditions, and the Virginia Public Procurement Act (VPPA) § 2.2 4311.2, the Offeror shall be authorized to “transact business” in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise by law. The Offeror shall include in its Proposal the identification number issued to it by the State Corporation Commission (SCC). For more information on how the SCC can expedite a request for an identification number, please contact the SCC at ([www.scc.virginia.gov](http://www.scc.virginia.gov)) or the Clerk’s office at 1-804-371-9733.

Please complete the following by checking the appropriate line that applies and providing the requested information:

1. \_\_\_ Offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC. The Offeror’s identification number issued by the SCC is \_\_\_\_\_. (*The SCC number is NOT your federal tax Identification number nor your eVA registration number*).
2. \_\_\_ Offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such Offeror’s identification number issued to it by the SCC is \_\_\_\_\_.
3. \_\_\_ Certain limited business activities, however, are specifically excluded from the definition of "transacting business" The Offeror does not have an identification issued to it by the SCC and such Offeror is not required to be authorized to “transact business” in Virginia by the SCC for the following exclusion(s). Exclusion(s) can be found at <https://www.scc.virginia.gov/clk/befaq/forinva.aspx#a2>. Please attach additional sheets to explain in further detail why such Offeror is not required to be authorized to transact business in Virginia. *Proposals that fail to submit supporting details regarding option 3 above may be considered non-responsive by APS.*

### Debarment:

If you answer yes to any of the following, on a separate attachment, state the person or entity against whom the debarment was entered, give the location and date of the debarment, describe the project involved, and explain the circumstances relating to the debarment, including the names, addresses and phone numbers of persons who might be contacted for additional information

1. Is your organization or any officer, director, project manager, procurement manager, chief financial officer, partner or owner currently debarred from doing federal, state or local government work for any reason?  
Yes \_\_\_ No \_\_\_

## Request for Proposal - Title Page Four

2. Has your organization or any current officer, director, project manager, procurement manager, chief financial officer, partner or owner ever been debarred from doing federal, state or local government work for any reason?  
Yes \_\_\_ No \_\_\_

### Type of Business:

Please check the following information relevant to your firm:

<b>Minority Owned Business:</b>	Yes _____	No _____
<b>Small Business:</b>	Yes _____	No _____
<b>Woman Owned Business:</b>	Yes _____	No _____
<b>Service Disabled Veteran Owned Business:</b>	Yes _____	No _____
<b>Employment Service Organization:</b>	Yes _____	No _____
<b>None of the Above:</b>	Yes _____	

### Ethics in Public Contracting/Certification of Non-Disclosure:

Any Contract awarded as a result of this RFP will incorporate by reference Article 9 of the APS Procurement Resolution (Procurement Resolution), as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq., and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The undersigned certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other person(as defined in Code of Virginia Section 59.1-68.6 et seq.) and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

In compliance with this RFP and all the conditions imposed therein, the undersigned offers and agrees to furnish the Work in accordance with the attached Proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this RFP. Sign in blue ink and type or print requested information.

My signature certifies that the Offeror has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to APS, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to APS, pertaining to any and all Work to be performed as a result of this RFP and any resulting Contract with APS.

## Request for Proposal - Title Page Five

**This Proposal is Submitted By:**

Full Legal Name of Offeror: (to be used for Award): \_\_\_\_\_

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remittance Address (If Different):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Tax Identification (FIN/SSN#): \_\_\_\_\_

Title: \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Person signing must be authorized to bind  
the Offeror in contractual matters)

Date: \_\_\_\_\_

A W-9 Form should be attached showing correct Full Legal name for award of Contract.

***Include Pages 1 - 5 of this RFP as the first 5 Pages of the Proposal Response Under Tab 1***

## **Table of Contents**

Request for Proposal Title Pages.....	1-5
Table of Contents.....	6
I. Special Provisions.....	8
A. General Information.....	8
B. Background.....	9
C. Scope of Work.....	11
II. Instructions to Offerors.....	24
A. Information Requests.....	24
B. Tentative Schedule for RFP #41FY23.....	24
C. Additional Information.....	24
III. Proposal Requirements.....	29
A. General Requirements.....	29
B. Unnecessarily Elaborate Responses.....	29
C. Use of Information and Documents.....	30
D. Submission of Trade Secrets or Proprietary Information.....	30
E. Format and Content.....	30
IV. Proposal Evaluation Process, Method of Contract Award and Proposal Evaluation Criteria.....	36
A. Proposal Evaluation Process and Method of Contract Award.....	36
B. Proposal Evaluation Criteria.....	37
V. Appendix A. Contractor Certification Regarding Criminal Conviction.....	39
VI. Appendix B. Conflict of Interest Statement.....	40
VII. Appendix C. Non-Disclosure and Data Security Agreement.....	41
VIII. Appendix D. Insurance Checklist.....	43
IX. Appendix E. Sample Form Agreement.....	45
X. Appendix F. Contract Terms and Conditions.....	48
XI. Appendix G. Sample Purchase Order.....	68

XII.	Appendix H. Screenshots of Steps Required to Submit a Proposal .....	79
XIII.	Appendix I. Pricing Schedule, Milestones, Deliverables, Staffing .....	74
XIV.	Appendix J-1 APS Finance and Management Services Requirements for Cloud Ver1.0.....	75
XV.	Appendix J-2 APS Human Resources Requirements for Cloud Ver1.0.....	76
XVI.	Appendix K. Offeror Information.....	77
XVII.	Appendix L. Schedule B-1 APS-Finance and Management -Reports - Integrations -Customizations.....	77
XVIII.	Appendix L. Schedule B-2 APS- Human Resources -Reports - Integrations – Customizations.....	79
XIX.	Appendix M- Sample Job Authorization Form .....	80

## I. Special Provisions

### A. General Information:

Arlington Public Schools (APS) is soliciting Proposals to acquire the services of a qualified Systems Integrator (SI) to assist in its business transformation, including the migration from its current portfolio of ERP solutions, largely based on Oracle EBS R12.1.3, to its new portfolio of ERP solutions, based on Oracle ERP Cloud. This includes the delivery of Implementation Services (i.e., Planning, Designing, Configuring, Building, Testing, Deploying, Initially Supporting, the new solution as well as providing Organizational Change Management, Training, Governance, and Project Management services). The end result of the project will be a production instance of Oracle ERP Cloud that can perform the APS' financial and human resource transactions. The selected Contractor will work with the Information Services (IS), Finance and Management Services (FMS) and Human Resources (HR) Departments, as well as other APS Oracle EBS subject matter experts (SMEs).

Through this RFP, APS intends to identify a Contractor that will most fully meet the needs of APS as outlined in this RFP. The Contract must comply with all APS policies, codes and regulations, including those outlined within this RFP. APS has already negotiated a Contract with Oracle to acquire the necessary licensing of the Oracle Cloud ERP.

### **Project Scope and Guiding Principles**

Arlington Public Schools (APS) invites Offerors to submit a written Proposal to provide implementation and integration services for Oracle ERP Cloud solutions. APS seeks an experienced System Integrator (SI or Contractor) that has implemented a similar scope of Oracle ERP Cloud solutions which are operational in other school districts or State or Local Governments or Agencies thereof. Offerors are to propose a firm fixed price solution based upon APS's requirements and state all the assumptions made in the process.

The following two functional areas form the basis of the overall ERP scope:

Finance - Budgeting, Procurement, and Accounting and Human Resources – Talent acquisition, Payroll and Benefits

It is APS's intent to utilize the delivered ERP functionalities with maximum process standardization and minimal customization. As part of the overall Change Management, Offerors are expected to conduct business process reengineering and enable end users across the Finance and Management Services and Human Resources Departments to support Financial and Human Resources functions in order to drive solution adoption.

### **Minimum Qualifications**

The Offeror must have implemented or currently be implementing Oracle ERP Cloud including Oracle Finance and Human Resources Management solutions at K-12 school districts in the United States.

The Offeror or one of its Sub-Contractor (s) must have delivered a minimum of one (1) Oracle Payroll solution on any version of the Oracle ERP at K-12 school districts in the United States.

In the event that all services and products are not provided by the Offeror, the Offeror may partner with a Sub-Contractor(s) to submit a single Proposal that meets the minimum qualifications of this RFP.

Responses must indicate which minimum requirements the Offeror and its Sub-Contractor(s) meet in order to meet the minimum qualifications in total.

Offerors who do not meet the minimum qualifications stated above will not have their Proposals considered for Contract award.



## **B Background:**

### **1. Application**

Arlington Public Schools (APS) is currently using the Oracle e-Business Suite (EBS) to support its Finance and Management Services and Human Resources related system needs. The application has been live with Oracle since April 2006 and is commonly referred to as STARS. APS is currently using version 12.1.3 of the software and version 19C of the database. All of the APS Oracle EBS modules are hosted and maintained by Oracle Managed Cloud Services.

### **2. Modules Implemented**

APS has currently implemented the following Oracle ERP modules:

- General Ledger
- Accounts Payable
- Budgeting\*\*
- Procurement
- Receivables\*
- iProcurement
- iExpense
- Human Resources
- Payroll
- Advanced Benefits
- Time and Labor
- Self Service Human Resources
- Self Service Benefits

\*Oracle Receivables is used sparingly only to enter manual Cash Receipts that are then interfaced to the Oracle General Ledger.

\*\*Oracle Budgeting is not used fully. Instead Questica Budgeting ([www.questica.com](http://www.questica.com)) is used for budgeting at APS.

APS Staff use Self Service Benefits to participate in the Benefits Open Enrollment Process.

### **3. Current State**

STARS was implemented in 2006 and since then has undergone one technical upgrade (from 11i to 12.1.3). The application is currently hosted by Oracle Cloud Managed Services and supported by an APS team of six technical and functional application specialists that reside in Finance and Management Services, Human Resource and Information Services departments; this team includes APS employees as well as contractors. STARS serves as the system of records for APS and is used primarily by Finance and Management Services and Human Resource Departments for the core functional processes and is the source for generating necessary State and Federal reporting. APS follows a centralized model for most processes including purchasing, payments to vendors and budgeting.

The current system is 16 years old, and the system is set up and configured to meet the requirements defined at that time. APS seeks a system with a modern interface that leverages the technological advancements made in the past several years as well as one that supports current modern business practices and streamlines process flows. The current payroll programming is based on the capabilities of the versions of Oracle Payroll and Benefits in existence at that time. APS expects a simpler and better streamlined 'out of the box' process flow and function with the current Oracle Human Resources Management Cloud version. APS also wants to empower all employees and expand on the current available self-service employee options.

### 3.1. Finance and Management:

- 3.1.1 **Budgeting:** The Questica Budgeting system is used for APS Budgeting needs. Staff Pay and Benefits accounts for 70%+ of the annual operating budget. Current Human Resources staff and Benefits Information is interfaced from the Oracle Human Resources based STARS system. This information along with other allocations is used to engage in What If scenarios and support the budgeting process and result in a Final budget.
- 3.1.2 **Procurement:** Requisitions are created and go through an approval workflow. Purchase Orders (PO) are autocreated for amounts under \$750. Procurement creates other POs. POs are emailed automatically to vendor contacts email addresses. Vendor invoices are entered in STARS by Payables staff and payments are sent over to our bank and checks issued by the bank.
- 3.1.3 **iProcurement:** School, custodial and departmental staff use punchouts to Kurtz Brothers , School Specialty and Grainger to order supplies. Staff also use iProcurement for submitting other non-catalog requisitions. The requisitions created end up going through the procurement process defined above.
- 3.1.4 **iExpense:** Staff enter their expense claims and upload images of their receipts. The expense reports go through an approval workflow and are electronically deposited to staff bank accounts. Staff with Official Purchasing Cards issued to them reconcile their charges using iExpense and the expenses go through an approval workflow. The charges are loaded into STARS using a data interface from the bank.
- 3.1.5 **Accounting and General Ledger:** All sub-ledgers, including Payroll transfer over to the General Ledger and is the primary source of reporting

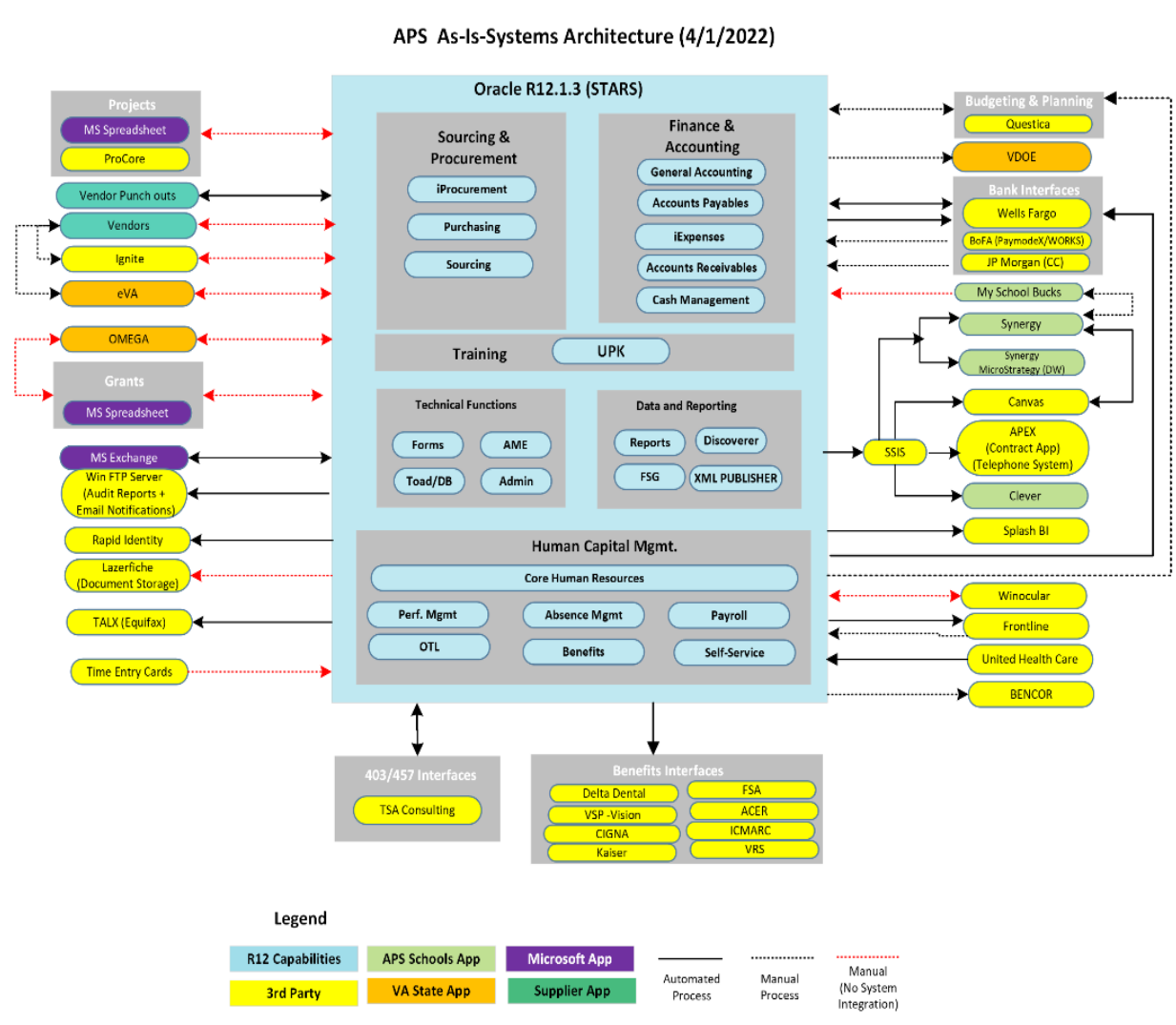
### 3.2. Human Resources

- 3.2.1. **Time and attendance:** Leave is entered into STARS by designated Time Keepers for every school and office location, Time is entered by Time Keepers for Hourly employees for payroll purposes. For employees with multiple assignments, this is sometimes a challenge as two different timekeepers may enter in time for the same hourly employee. This results in disagreements in case the employee's time entered results in overtime.
- 3.2.2. **Payroll process:** Time entries are transferred over to Oracle payroll to be paid out. Since the payroll has to account for complex scenarios and rules such as employees with multiple assignments, 10, 11 and 12 month positions, benefits to be paid over the summer for 10 month positions, the current payroll process is cumbersome.
- 3.2.3. **Benefits:** Employee benefits are maintained in Oracle Advanced Benefits.
- 3.2.4. **Talent acquisition:** The Winocular application is used to recruit and post jobs It is outdated and inefficient due to the lack of functionality and an aged User interface.
- 3.2.5. **Employee Evaluations:** Employee evaluations are entered in Oracle Performance Management.
- 3.2.6. **Employee Self Service:** Employees can view their pay slips, W-2's, update their address, enroll and change their benefits during Open Enrollment season and designate their payroll deposit bank accounts.

### 3.3 Application Architecture and Inventory

Multiple applications interface with STARS\_ to allow for complete financial, procurement and Human Resources processes. Please see Figure 1 below for details:

Figure 1: Current State Architecture



Please refer to Appendix L - **Schedule B-1 and Schedule B-2 Reports Integrations and Customizations** for a list of interfaces and reports that are currently in use.

#### C. Scope of Work:

##### 1. Deliverables

The deliverables of this project, at a minimum, are as follows:

- An assessment of system configuration and process changes required to support transaction processing in Oracle Cloud. The assessment will include listing of report and setup changes that need to occur during the implementation and recommendations of specific functionality to be turned on or implemented in the future.
- A detailed implementation plan with milestones based upon results from initial assessment and Contractor recommendations.

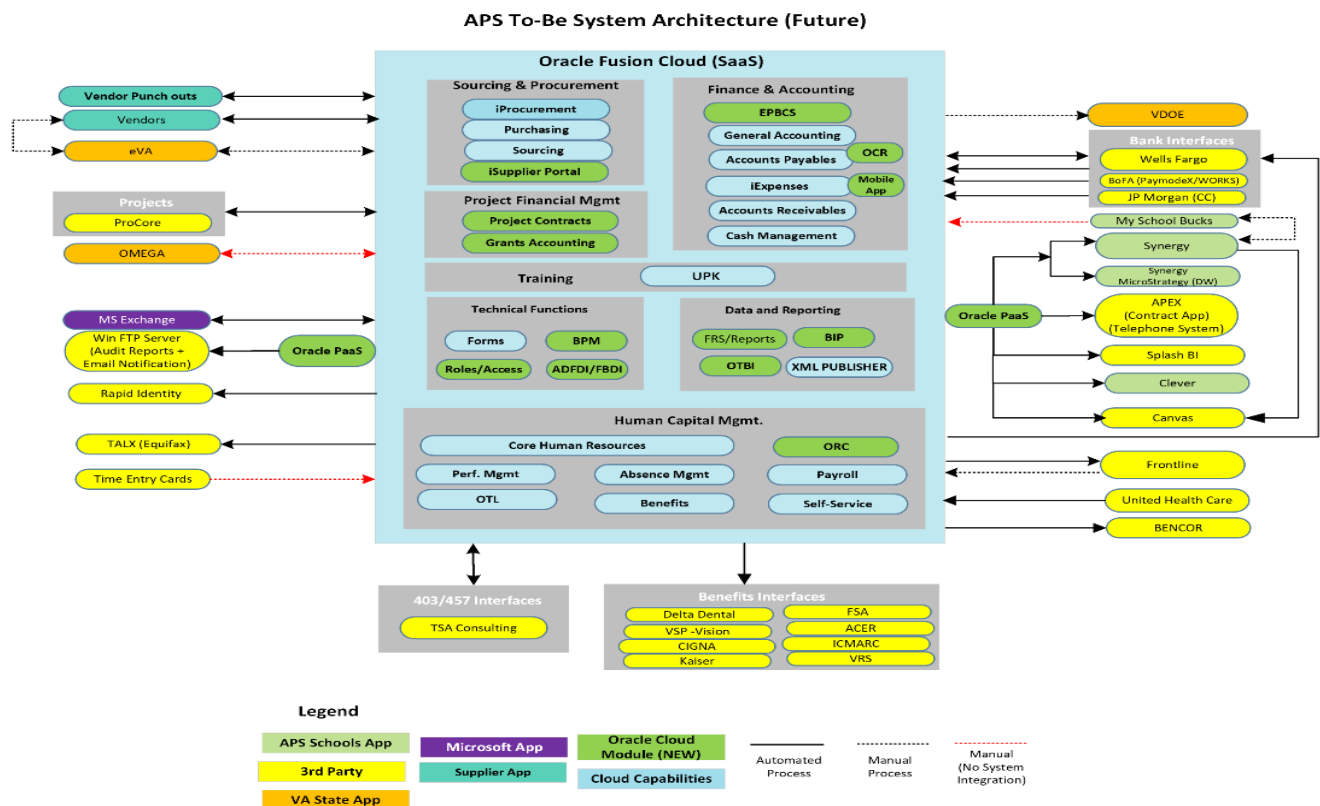
- Step by step implementation roadmap listing each step that needs to be taken during the actual implementation.
- Weekly status reports that include progress of the project, upcoming tasks, issues, and issue resolution.
- Updated configuration documents for all modules.
- Test scripts required .
- Documented Testing results for all testing cycles and sign offs.
- Updated training and user support documentation.
- Post production support matrix that documents the knowledge transfer to APS team members.
- Oracle Cloud environment that seamlessly supports APS business process transactions.

All Deliverables must be accepted, as defined herein, by the APS Project Officer. Deliverables will be timely submitted in accordance with the (to be negotiated prior to Contract award) Deliverable/Milestone Schedule. Within five (5) calendar days of receipt, the APS Project Officer or designee shall review the deliverable and notify the Contractor of either the acceptance of the Deliverable or any changes, corrections, errors or deficiencies that must be addressed. The Contractor will have seven (7) calendar days thereafter to make the changes or to correct any errors, deficiencies or problems with the Deliverable to allow the APS Project Officer to accept the Deliverable. Payment of a Deliverable will not be made until the Deliverable has been accepted by the APS Project Officer. Payment of any future Deliverable(s) will not be made until all the previous Deliverable(s) have been accepted by the APS Project Officer. APS reserves the right to shorten the time the Contractor has to make any changes, corrections, errors or deficiencies to a rejected Deliverable if the project completion date will be impacted. Prior to imposing a shorter time period, APS and the Contractor shall agree upon a mutually acceptable date for resolution. Upon Acceptance, the Deliverable shall be eligible for payment in accordance with the Contract Documents.

## 2. Future State

APS has decided to migrate to the Oracle ERP Cloud to meet its functional requirements with as much out-of-the-box capabilities as can be delivered. Figure below depicts the anticipated application solution scope.

Figure 2: Proposed Future State Architecture



APS intends to replace the following applications with capabilities within Oracle ERP Cloud:

- Winocular Recruiting and Talent Acquisition System (www.winocular.com)
- Questica Budgeting Solution (www.questica.com)

### 3. Functional Requirements

APS is seeking a solution that is configured to handle all of its mandatory requirements through standard out-of-the-box configurable processes. However, any anticipated customizations required should be highlighted along with justifications and priced within your response to provide full transparency.

For the scope of this project, it is expected that the proposed solution will implement leading ERP functional capabilities. Detailed functional requirements for each in-scope process area are provided within Appendix J Schedule J-1(Finance and Management Services) and J-2(Human Resources) . Each process area has its own worksheet in the respective workbook. The Offerors need to respond to each requirement as directed in above mentioned appendixes.

**Please articulate in Tab 4 Proposal Document:** Please describe how you will meet the needs defined below in the new Oracle ERP Cloud.

APS has conducted a number of workshops internally with participation from representatives of various offices within the Finance and Management Services and Human Resources departments to gather the business and technical requirements, solution nuances and implementation preferences. Provided below are some of the key solution considerations that the Offerors must factor in their proposal as they prepare their implementation approach and efforts estimation.

#### 3.1. Finance and Management:

**Please articulate in Tab 4 Proposal Document:** Please describe how you will meet the needs defined below in the new Oracle ERP Cloud.

**3.1.1 Chart of Accounts:** APS current Chart of Accounts is currently defined using a six-segment string comprising the following - Fund, Cost Center, Location, Object, Function (Future Use) and Budget Fiscal Year (Encumbrance Period).

APS needs to provide yearly reports to the Virginia Department of Education (VDOE) which is being generated through a custom program. It is time consuming and labor-intensive exercise as it requires segment values mapping to adhere to format provided by VDOE. VDOE has its own chart of accounts and part of the effort in reporting at the end of the year is the exercise to map our own accounts to VDOE's.

**3.1.2 Oracle Grants and Projects:** APS is not using Oracle Grants and Projects in the current environment. Grants and Project related details are being tracked using the accounting strings within the General Ledger.

APS would like to consider implementation of Oracle Grants and Projects modules as part of the upgrade project either as part of the initial go live or in phased manner.

**3.1.3** APS would like to also consider the following:

**3.1.3.1.** Review and redesign Chart of Accounts, if required, to streamline the State and Internal Reporting,

**3.1.3.2** Explore the implementation of Oracle Grants and Projects and its impact on Chart of Accounts

### 3.1.4 Budgeting Process

**3.1.4.1** APS uses “Questica” application for budgeting. It is mainly used to record the budget details whereas most of the budgeting process is managed using Excel Spreadsheets which is labor intensive, time consuming and prone to errors.

**3.1.4.2** APS plans to replace “Questica” with Oracle Cloud Planning and Budgeting application to streamline and automate the budgeting process.

**3.1.4.3.** The Offerors should provide their approach for helping the APS make this transition to have minimum impact on the current operations and facilitate users’ adaptability for above desired changes.

**3.1.5.** Financial Reporting: APS need to furnish financial reports on periodic basis to various departments, schools, State and other external agencies on periodic basis, Offerors should provide clarity on financial reporting including dashboard capabilities of Oracle Cloud ERP and details of the optimum method of delivering them that are business-user friendly as against building hardcoded and customized reports requiring technical skills.

### 3.1.6 Strategic Sourcing, Procurement and Payables:

**3.1.6.1** Vendor Management (iSupplier): APS wishes to enable self-service for the suppliers to improve their visibility to the transaction progress status such as invoice and payment processing, Vendor Onboarding, Vendor Information Maintenance thereby cutting down substantially on follow-ups that the APS employees must handle while responding to supplier queries. A supplier self-service portal would also automate/streamline documents submission for the suppliers thereby making correlation with the transaction and document retrieval easier in the future.

**3.1.6.2.** Invoice Processing: APS would like to implement **Oracle** Intelligent Document Recognition (**IDR**) for Payables Invoices to eliminate manual data entry of payables invoices as much as possible.

**3.1.6.3.** Expense Reporting: APS would like to implement Oracle Fusion Mobile Expenses to enable employees to quickly capture their expenses and mileage as they are incurred with minimal data entry.

The Offerors should articulate their solution/point of view not only on how their proposed solution would be intuitive to the end users but also how they can enable the supplier community to adapt to the change so that there are minimal administrative efforts from APS to onboard the suppliers.

## 3.2. Human Resources:

**Please articulate in Tab 4 Proposal Document:** Please describe how you will meet the needs defined below in the new Oracle ERP Cloud. Please provide details on any time clocking solutions that you recommend and include the pricing in Appendix I.

**3.2.1. Leave entry:** All APS employees are required to submit leave slips. This is currently done outside the system and on paper. Then timekeepers enter in the leave on the time card in STARS. APS would like to have staff enter in their leave request and have leave approved inside the new

Oracle HCM Cloud system. APS is looking to design a process that would work with the payroll time submitted and process timelines.

**3.2.2. Time entry:** All salaried APS employees have timesheets pre-populated for payroll processing to occur. Time for hourly employees is entered in by the responsible timekeepers attached to that department or school. While timekeeping is the primary responsibility of the individual Departments, payroll is processed centrally by the Human Resources Department. APS is looking at discontinuing the entry by timekeepers and shift the entry of time to hourly employees themselves. APS would like to evaluate the time recording capabilities directly within the ERP solution and as to how individuals with a less than desirable technology skillset will be able to record their timesheet and be included in the payroll. Hourly employees are paid in arrears which means they are paid in the next pay cycle. APS is also seeking proposals for a Time clocking solution as part of this RFP. About 5 sites and 500 users would use time clocking and the information would have to automatically interface into the Oracle Cloud.

**3.2.3 Recruitment:** APS currently uses the Winocular application for talent acquisition and would like to move to the Fusion Recruitment Cloud Services solution as a replacement for Winocular. APS would also like to implement the onboarding capabilities existing in the solution.

**3.2.4 Improved Payroll Process:** APS currently uses Oracle Payroll to pay its employees. Time entries are transferred over to Oracle payroll to be paid out. Since the payroll has to account for complex scenarios and rules such as employees with multiple assignments, 10, 11 and 12 month positions, benefits to be paid over the summer for 10 month positions, the current payroll process is cumbersome. Payroll is extremely cumbersome for employees that have two assignments with each assignment having a different compensation. The current solution has been to transfer time entries time to each assignment and then roll up the payroll elements to the primary assignment for paying out. APS would like to know how this can be accommodated within the cloud solution. Overtime Calculations and benefits are two other areas that are affected by the multiple assignments case scenario.

#### 4. Technical Requirements

**4.1.** The system architecture must be designed to allow for optimal scalability, flexibility and interoperability. We see this as a factor in delivering a sustainable ERP that offers a total cost of ownership (TCO) in-line with industry standards/averages. See Appendix J - Schedule J-1 APS Finance and Management Services Requirements for Cloud Ver 1.0 and Appendix J - Schedule J-2 APS Human Resources Requirements for Cloud Ver 1.0 for detailed requirements. The sections below highlight several critical technical requirements.

**4.1.1. Reporting** — The solution shall provide native analytical reporting using static two-dimensional reports as well as real-time dashboards and business user ad hoc querying and reporting. The ERP Cloud will also provide the ability to generate ad hoc reports.

**4.1.2. Security** — The ERP must offer comprehensive security controls which adhere to Software-as-a-Service security guidelines for government entities.

**4.1.3. Mobility** — The Offeror must account for deployment of mobile applications that allows field users to access the ERP and perform their activities using cell phones and tablets.

**4.1.4. Interfaces** — The Offeror shall implement the interfaces as real-time web services or batch jobs depending on the detailed requirements. The ERP shall include the ability for administrators to schedule and manage batch jobs using a graphical administrator console. Additionally, the ERP shall provide a common framework leveraged by all interfaces where possible to simplify maintenance.

## 4.2. Integrations

- 4.2.1. Offerors are expected to integrate the ERP with a number of APS's applications and third-party entities / systems. Offerors should incorporate any temporary interfaces that need to be built as a result of proposed phasing of the ERP implementation roll-out. For a list of applications and related details, please refer to Appendix L **Schedule B-1 and B-2 Reports, Integrations and Customizations**.
- 4.2.2. Offerors should use this information as the basis for any services and/or tools you may propose to assist in integration development. Any services or tools should be clearly stated and priced in your pricing responses.
- 4.2.3. While APS has stated a preferred phasing and sequence of rolling out the ERP functionalities, Offerors are expected to propose an approach so that the resulting implementation is manageable, the end state solution is seamless, and the system architecture is designed to allow for optimal scalability, flexibility, interoperability, and low ongoing TCO.
- 4.2.4. The applications are currently integrated using point to point connections and information is exchanged using batch file transfers. While APS is satisfied continuing to operate in this mode, in the future they are open to exploring options that deliver tangible business benefits. Offerors are encouraged to propose suitable alternatives based on experience implementing Oracle ERP Cloud.

- 4.3. **Data Conversion** Arlington Public Schools intends to migrate and convert about three years of financial data including all open transaction items and master datasets such as Suppliers and Employees into the new ERP. APS is also seeking as part of this proposal an option and potential cost to convert all data since 2006 in the specified data sets. APS intends to separately keep (outside scope of this RFP) a copy of the current Oracle database (since going live in 2006) available for core business users of Human Resources and Finance and Management Services and queryable in some format. APS expects that this will keep the need for converting data to open items and master data sets only. The exception would be employee master record information such as assignments and salary schedules that would need to be converted fully. In addition, APS intends to continue to provide access to payslips as available since 2006 via Employee Self-Service for all employees. The payslips presented through Oracle Employee self Service are based on payroll archive tables and APS hopes that APS staff will continue to have access to their historical payslips in the Oracle Human Resources Cloud.

**Please articulate in Tab 4 Proposal Document:** Please describe your Data Conversion strategy and any tools to assist with data conversion. Please provide the additional option and associated pricing to convert all data since 2006 in the specified data sets. Include the pricing in Appendix I.

For a list of dataset to be converted into the new Cloud ERP, please refer to **Appendix J - Schedule J-1 and J-2 APS Finance and HCM Requirements for Cloud**

For a list of applications and related details, please refer to **Appendix J - Schedule J-1 and J-2 for APS Finance and HCM Requirements for Cloud**



**4.3.1.** The table below provides an overview of key volumetrics. The Offeror is advised to use this information to estimate the level of efforts required for data migration.

**Table 1: Key Volumetrics**

<b>Function</b>	<b>Volumes</b>
Chart of Accounts	Approximately 50,000+ codes consisting of six segments: Fund, Cost Center, Location, Object Code, Function, and Budget Fiscal Year  For FY 22: approximately 30,000+ journal entries (JE)
Accounts Payable	Approximately 20,000 invoices per year Approximately 6,000 checks and 3,000 electronic payments per year Approximately 1,000 P-card transactions per month by 420 card holders
Grants	Approximately 80 active grants with total worth of \$45 million
Capital Projects	Approximately 15 projects per year with total worth of \$150 million
Budget	For FY2023,APS approved budget is \$746.1 million
Payroll – Staff paid by APS	Below is a list of staff that are currently paid by APS and the types of staff that are paid: Salaried Employees – 4725 Hourly Employees – 2130  In 2021: ~7262 W2’s and ~5761 1095’s
Payroll – Frequency	Semi-Monthly pay cycle (approx. 24 semi-monthly pays) with occasional special pays (for retirement incentives, health buybacks)
Procurement	Approximately 2,000 active vendors over the past 36 months and 40 currently active BPAs and CPAs  For FY21: Approximately 10,000 Purchase Orders and Requisitions

**4.3.2** APS expects the Contractor to perform data extraction from the current APS Oracle E-Business database in consultation with APS project staff. APS staff will engage in data cleansing activities, where needed and Contractors are expected to provide guidance on these activities, templates to perform data conversion / migration activities and assistance with addressing any errors or data quality issues encountered during the conversion/migration process.

**4.3.3.** Offerors should use this information as the basis for any services and tools proposed to assist in data conversion and migration. Any services or tools should be clearly stated and priced in your response. Offerors are expected to describe its approach to data conversion and provide a data conversion plan, including examples of core data conversion templates and clear articulation of

processes, methods, tools and techniques used to ensure the highest quality and efficient data conversion.

## 5. Implementation Services and Support

5.1. The following table depicts the breakdown and estimated user base by functional roles.

Table 2. Aggregate User Count by Function

Function	Users
Human Resources	195
Finance and Management	~350
Strategic Sourcing & Procurement	~350
Employee Self-service	~7000**
Manager Self-service	~900
Timekeeping	~3300
Admin and Developers	8

*\*\* 7000 users include 5000 salaried and hourly employees and 2000 users that are substitutes in schools and may not be part of every payroll. Substitutes have limited access to the ERP and have limited visibility such as their pay slips and W-2's.*

5.2 As part of the ERP implementation and deployment, the Contractor will provide the services as referenced below:

**5.2.1. Planning and Design :** Describes activities and responsibilities guidance for planning and design services. Planning services include initial planning for scope, resources, schedule, overall approach, tools/environment, budget, integration, data cleanse/conversion, Organizational Change Management (OCM), training and deployment/rollout. Design services will include up-front design activities as well as subsequent design required for retrofit, gap/fit and requirements analysis, core design, test planning and design, and value realization design.

**Please articulate in Tab 4 Proposal Document :** Approach to planning and designing the solution and implementation, include the following:

- The requirements assessment process, how they will be captured and the final work product that feeds into the solution design
- Organization of team and methodology to build and test the solution based on resource constraints and APS' operational priorities;
- Validation and verification steps to ensure solution functionalities adequately address APS' requirements and replaces the core functionality within STARS prior to the GoLive

**5.2.2 Configure-Build-Test :** Describes activities and responsibilities guidance for the applicable activities required to precede rollout. Configuration services include leveraging built-in best practices and Public Sector-specific configuration that allow for process standardization and flexibility while limiting customization and continued evolution of the process/role changes that are required to optimize the usage of the configured solution. Build Services include developing custom code (as required), integrations, unit testing, and specification/documentation maintenance. Testing services include development of test scripts, integration testing, mock migration testing, performance testing, security testing, and user acceptance testing (UAT). Additionally, testing services should also include defining the standard operating procedures and tools for incorporating the periodic releases for Oracle ERP Cloud. Performing multiple Conference Room Pilots (CRP) with Finance and Management Services and Human Resource, Payroll and Benefits staff to confirm the end-to-end process flows and data validation will be important to validate intricate Payroll and Benefits calculations and scenarios

**Please articulate in Tab 4 Proposal Document:** Description of the Contractor’s testing with the following details:

- How the Offerors will include APS resources in UAT and how UAT results will be used to make systems corrections/modifications/ updates
- Tools/technologies that will be used for testing and how the Contractor will work with APS to validate test results
- Indicate timing and duration of ERP testing cycles
- Recommended tools and best practices for how APS should work with Oracle as a SaaS provider to test modifications to the system before they are released into APS’ operational environment.

**5.2.3. Deployment-Initial Support:** Describes activities and responsibilities guidance for applicable activities required to complete rollout. Deployment Services include data cutover, conducting pre GoLive checks, coordinating with the support organization from pre-cutover through cutover. Initial support services include immediate post-cutover support through a defined warranty period as well as support transition to the intended APS support team (including any third parties working on behalf of APS, if applicable).

**Please articulate in Tab 4 Proposal Document:** Transition approach to the new ERP; include the following:

- Describe in detail how the Contractor will organize its team and leverage its methodology both to deliver an enterprise wide solution while achieving deployment synergies resulting in a cost-effective, high quality, and accelerated deployment.
- Describe how the Contractor will organize the deployment phases to seamlessly transition to the required support structures and processes with minimal business disruption.
- Describe how the Contractor will continue to implement subsequent phases while simultaneously providing the necessary site and support for phases that are already in/have gone into production.

**5.2.4. Organizational Change Management & Training Services :** Describes activity and responsibility guidance for applicable activities required to plan for and execute process and organization changes, drive stakeholder engagement and communications, and develop/deliver training. The main objective of these services is to help drive solution adoption. Describes the OCM and training support that the Offeror will provide to APS to assist with adoption of Oracle ERP Cloud and the results of the overall business transformation. This includes strategic communications to build awareness and support for the business transformation and training users on how to use the new Oracle ERP Cloud system.

**Please articulate in Tab 5 Proposal Document:** The OCM and training approaches you will use to assist with user adoption. The description should provide specifics on how the Contractor will provide stakeholders and users understanding and ability to support the adoption of the new ERP, through a combination of training approaches (i.e., train the trainer, Contractor lead training, and e-learning). Specific descriptions are to include:

- Stakeholder identification and mapping perception/level of support
- Change management strategy
- Change impact assessment
- Business impact assessment
- User role mapping
- Strategic communication and outreach activities
- E-learning formats and contents that will be used
- APS' ability to keep the content updated

**5.2.5. Governance and Relationship Management :** Describes activities and responsibilities guidance for the full life-cycle project management, governance and relationship management activities through all project phases in order to ensure project delivery as per agreed terms and conditions.

## **6. Expected Benefits**

APS has identified the key benefits that it intends to realize with the new ERP below. The Offerors should provide examples of quantitative benefits achieved at other similar clients and should be prepared to discuss these during on-site due diligence activities as part of our evaluation process.

### **6.1. Tangible Benefits**

Benefits that can be quantified and measured:

- Reduction in the transaction processing times and increased visibility into the processes themselves which will help identify areas for improvement
- Less effort invested in accessing and curating data to develop insights rather more time spent on identifying deviations and planning course corrections
- Reduced costs for system support, training and other operational aspects including deployment of future functionalities

### **6.2. Intangible Benefits**

Benefits that are more qualitative and indirectly impact the tangible benefits:

- System-driven automation, workflow approvals, electronic timekeeping and a redesigned user experience, which will serve to increase efficiency, accelerate training and onboarding and release staff time for higher-value-added activities
- Maintain up-to-date software version and avoid risks of falling behind industry standards and potentially losing both existing functionality and access to new functionality
- Improved data security, internal controls and ease of use, including easy access to data and reporting analytics

## **7. Project Team Organization**

**7.1.** The project to upgrade current STARS (Oracle EBS 12.1.3) to Oracle ERP Cloud applications was presented by the Superintendent and the Sponsors Committee to the Arlington School Board.

- 7.2. The project is governed by a Sponsors Committee comprised of the Chief Operating Officer, Asst. Superintendent Finance and Management Services, Asst. Superintendent Human Resources, and the Asst. Superintendent Information Services. All Proposals must include the services of a full time Project Manager that will manage and co-ordinate the project as well provide weekly project update along with the APS Project Manager.
- 7.3. The governance structure will also include a Project Operating Committee compose of the key leaders from Finance and Management Services, Human Resources, and Information Services with the mission of supporting the vision of the sponsors, ensuring appropriate participation of their respective department and informing major decision regarding the project.
- 7.4. The project will also include SMEs from Finance and Management Services and Human Resources that will be involved part time. SMEs contribution will be around department or specific functional requirements. The SMEs will be key to change management and communication of new processes, testing and training.
- 7.5. The APS Information Services team will provide knowledge of the current APS data interfaces, they will work with the Contractor on the integrations/ interfaces with other APS systems (and external providers).
- 7.6. Key APS roles and responsibilities  
Sponsors
- Provide overall project guidance, aligning with the strategic direction of APS's overall transformation initiative
  - Set overall goals, milestones, and performance criteria
  - Establish that the project direction is consistent with APS's overall plans and transformation initiative
  - Resolve major business policy issues and internal conflicts that impact the project
  - Approve all scope changes that impact funding and/or timing
  - Approve system plans and budgets
  - Review the project's progress
  - Resolve escalated project issue
- 7.7. APS Project Manager (PM)
- Participate in the Sponsor Committee meetings to provide project status updates and present alternatives and recommendations for issue resolution
  - Work closely with the project team and monitor the project's progress
  - Work closely with APS offices to make sure APS staff resources and SMEs are available and participating.
  - Escalate any items that need attention.
- 7.8. Business Leads
- Provide business-specific expertise and have the authority to make decisions regarding the implementation of the software within the business area unless there is an impact to general scope; dollars; or timeline
  - Understand the business requirements and process in the business area and the impact of the strategic vision and stakeholder objectives on the development of the future state of the implementation components
  - Manage project activities within the functional track and monitor progress
  - Provide regular status updates to the Project Management Office(PMO)on progress against schedule and budget under the specific track

- Lead functional specifications, testing, training and data migration/conversion validation for modules within their respective track

**8. Draft Project Implementation Timeline and Phases**

- 8.1.** The APS anticipates awarding the project to the selected Offeror by the end of December 2022, with an anticipated project start date in January 2023. APS believes this large business transformation initiative would benefit from an iterative, phased deployment and strongly prefers completion of all in-scope implementation phases by June 2024 to coincide with the end of the school and financial school year. APS’s desire is to deploy the first phase of functionality by June 2024, which will consist of core functionality and other modules under Phase 1. Phase 2 should be on going, with incremental improvements and has no end date. This work will consist of improvements to Human Resources and Finance and Management Services processes that enables the in-scope services to be executed in a seamless, integration manner and provides APS staff with access to data that allows them to make informed decisions.
- 8.2.** The APS deployment preference is as listed in Phases below. APS would live to Go-live with all core functions required to maintain business continuity at the same time as part of Phase 1.

<b>Phase 1</b>	<p><b>Core functions required to maintain Business Continuity</b></p> <ul style="list-style-type: none"> <li>▪ General Ledger, Period End Closing</li> <li>▪ Cash Management</li> <li>▪ Account Receivables</li> <li>▪ Projects Accounting &amp; Management</li> <li>▪ Grants Management</li> <li>▪ Vendor Management, iSupplier</li> <li>▪ Procurement (Requisition to Purchase Order)</li> <li>▪ Contracts Management</li> <li>▪ Accounts Payable, Automated Invoice Processing</li> <li>▪ Expenses</li> <li>▪ Planning and Budgeting</li> <li>▪ P-cards (card administration and current functionality)</li> <li>▪ Core Human Resources</li> <li>▪ Payroll</li> <li>▪ Benefits</li> <li>▪ Evaluations and Performance Management</li> <li>▪ Recruiting</li> <li>▪ Onboarding</li> <li>▪ Self-service Human Resources (employee and managers)</li> <li>▪ Time Entry</li> <li>▪ Absence Management</li> <li>▪ Help Desk</li> </ul>
<b>Phase 2</b>	<ul style="list-style-type: none"> <li>▪ Propose and implement further improvements to above modules including processes, reporting, personalization and internal audit functionality</li> </ul>

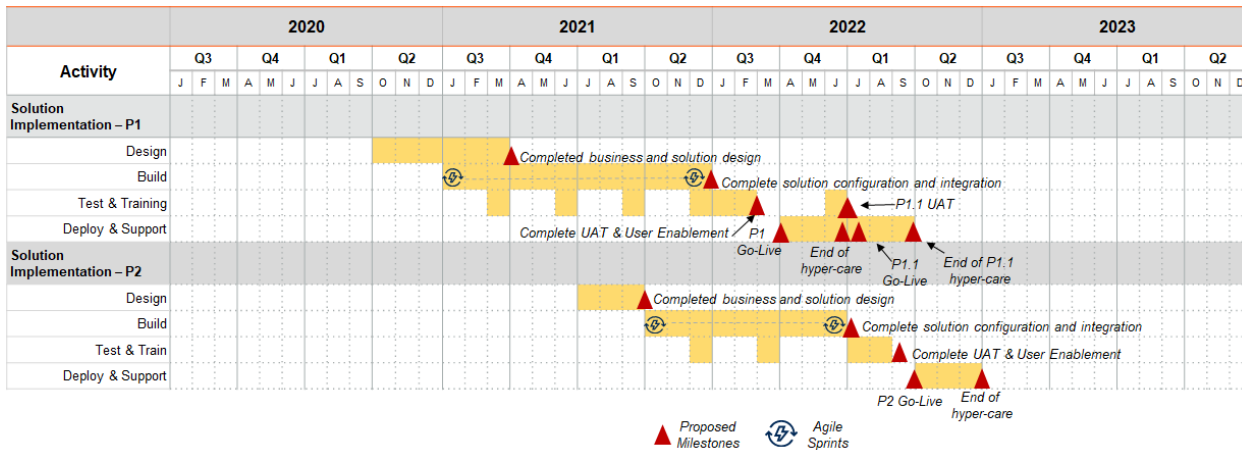
- 8.3.** Offerors should consider APS’s preference as the basis for creating their Proposals. Offerors are also encouraged to suggest improvements as well as detail any alternative approaches for consideration. These approaches may include logically sequenced deployments across departments and/or functionalities as

appropriate that reduce project risk while also demonstrating successful releases of functionalities within the period of performance.

8.4. Offerors should propose a realistic timeline that allows adequate time for all project activities necessary for a successful and quality deployment. Explanation and justification of the proposed timeline and phasing must be addressed in the response.

**Please note timeline is a sample below, merely for guidance and is not prescriptive.**

**Figure #: Sample Proposed development and implementation timeline**



8.5. Critical milestones that must be taken into consideration with the timeline include blackout dates in which the ERP cannot be deployed. During the October to December timeframe, APS does open enrollment for benefits. The fiscal and budget APS year is defined as July 01<sup>st</sup> to June 30<sup>th</sup>. So the large majority of PO's are closed by June 30<sup>th</sup> and invoices paid out. The APS hiring activity is at its peak between March to August for summer school and regular school year. Employee Onboarding is at its highest between June and August. The budgeting activities cycle begins in October and culminates in to a School Board approved budget in April.

## 9 Ad-Hoc Tasks

During the Contract Term, APS reserves the right to make ad-hoc requests that are not included in the Scope of Work set forth in this RFP. In such instances, all requests will be made by APS Project Manager in writing using the JAF in Appendix M, and Offeror shall respond to such requests in writing with a time to fulfill APS's request. Pricing of an ad-hoc request will be based upon the hourly rates in the Pricing Schedule at Attachment B to the Contract.

## **II. Instructions to Offerors**

### **A. Information Requests**

All questions relating to this RFP shall be submitted in writing to Hamed Hameedi, Senior Procurement Specialist at [hamed.hameedi@apsva.us](mailto:hamed.hameedi@apsva.us) and Girish Rajput, Director, Office of Enterprise Solutions at [girish.rajput@apsva.us](mailto:girish.rajput@apsva.us). For a question to be considered, the subject line of the email must state the following: "RFP #41FY23 Questions". Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Prior to the award of a Contract resulting from this solicitation, Offerors and prospective Offerors are prohibited from contacting APS staff other than Hamed Hameedi

### **B. Tentative Schedule for RFP #34Y22**

RFP Issuance	September 09, 2022
Pre-Proposal Conference	September 23, 2022
Question Deadline	September 29, 2022, by 5:00 PM, EST
Information Item/Addendum 1 Issuance	Week of September 29, 2022
Proposal Due Date	October 21, 2022, No Later Than 11:59 PM, EST
Shortlist Interviews	Week Commencing November 07, 2022
Negotiations Stage	Week Commencing November 28, 2022
Contract Award	Anticipated Award Date December, 2022

Questions may not be considered if they are received after September 29, 2022, by 5:00 PM, EST. Any questions related to the answers provided in Addendum #1 may be addressed in an additional addendum.

If any questions or responses require revisions to this RFP as it was originally published, such revisions will be by formal amendment only. Offerors are cautioned that any written, electronic, or oral representations made by any APS representative or other person that appear to change materially any portion of the RFP shall not be relied upon unless subsequently ratified by a written amendment to this RFP issued by the Office of the Procurement Agent.

### **C. Additional Information**

#### **1. Debarment Status**

The Offeror shall indicate, in the spaces provided on Title Pages 3 and 4, whether or not it, or any of its principals, is/are currently debarred from submitting bids or proposals to APS, or any other state or political subdivision, and whether or not it is an agent of any person or entity that is currently debarred from submitting proposals to APS, Virginia, or any other state or political subdivision. An affirmative response may be considered grounds for rejection of the proposal. This statement shall also apply to any subcontractor(s) the Offeror intends to use in the performance of a resulting contract.

#### **2. Conflict of Interest Statement**

The Offeror must provide a statement regarding potential conflict of interest. The certification shall be in the form provided in this solicitation, signed by an authorized agent and principal of the Offeror and notarized. The completed Conflict of Interest Statement (Appendix B) shall be provided in Tab 1 of the Proposal.

#### **3. Expenses Incurred in Preparing Proposal**

APS accepts no responsibility for any expense incurred by any Offeror in the preparation and presentation of a Proposal. All expenses related to an offer are the sole responsibility of the Offeror.

#### **4. Incomplete Documents**

Each Offeror is responsible for having determined the accuracy and/or completeness of the RFP upon which it relied in making its Proposal, and has an affirmative obligation to notify the Procurement Agent immediately upon discovery of an apparent or suspected inaccuracy, error in, or omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering or other indication in the RFP.

If a potential Offeror downloaded an electronic version of the RFP, that potential Offeror is responsible for



determining the accuracy and/or completeness of the electronic documents.

If the successful Offeror proceeds with any activity that may be affected by an inaccuracy, error in, or omission in the solicitation documents of which it is aware but has not notified the Procurement Agent, the Offeror hereby agrees to perform any work described in such missing or incomplete documents at the Offeror's sole expense and at no additional cost to APS.

Failure to acknowledge all Addenda issued during the solicitation process on the Request for Proposal Title Page 3, or by including a signed copy of all Addenda with the Proposal, is considered an incomplete Proposal document.

5. Offeror Investigations

Before submitting a Proposal, each Offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by APS that the Offeror will rely upon. No pleas of ignorance or mistake, inaccuracy, misrepresentation of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents, or will be accepted as a basis for any claim whatsoever for any monetary compensation on the part of the successful Offeror.

6. Competitive Negotiation for Non-Professional Services

This RFP is let under the procedure for "Competitive Negotiation for Goods and Services Other Than Professional Services" as defined in the Procurement Resolution. Under this procedure, the content of the Proposals, and the identity of the Offerors are not public record until an award determination has been made. Because of this restriction, the opening of Proposals is not public.

7. Arlington County Business Licenses

The successful Offeror must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this solicitation, prospective offers should contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060. Website: [www.arlingtonva.us/Government/Programs/Taxes/Business](http://www.arlingtonva.us/Government/Programs/Taxes/Business)

8. Authority to Transact Business

Any Offeror organized as a stock or non-stock 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 of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper and full legal name of the firm or entity and the identification number issued to the Offeror by the Virginia State Corporation Commission must be written in the space provided on the Proposal Form. Any Offeror that is not required to be authorized to transact business in the Commonwealth shall include in its Proposal a statement describing why the Offeror is not required to be so authorized. APS may require a firm to provide documentation prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, limited partnership, etc.), and 2) establishes that the firm or entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of a prospective and/or successful Offeror to provide such documentation shall be grounds for rejection of the Proposal or cancellation of the award. For further information prospective Offerors should refer to the Commonwealth of Virginia State Corporation Commission website at: [www.scc.virginia.gov](http://www.scc.virginia.gov).

9. Insurance Requirements

Each Offeror must review the insurance requirements section carefully with its insurance agent or broker prior to submitting a Proposal to ensure they can provide the specific coverage requirements and limits applicable to this solicitation. If the Offeror is not able to meet the insurance requirements of the solicitation, alternate insurance coverage satisfactory to APS may be proposed by the Offeror and considered by the APS. Written requests for consideration of alternate coverage must be received by the Procurement Agent at least ten (10) calendar days prior to the date set for receipt of Proposals. If APS denies the request for alternate coverage, the coverage required by the Insurance Requirements or Checklist section must be provided. If APS permits alternate coverage, an amendment to the Insurance Checklist will be issued prior to the time and date set for receipt of Proposals. The Insurance Checklist can be found at Appendix D.

10. Interest in More Than One Proposal, and Collusion

If more than one Proposal is received in response to this RFP from an individual, firm, partnership, corporation, affiliate, or association under the same or different names, all Proposals will be rejected. Reasonable grounds for believing that an Offeror is interested in more than one (1) Proposal for a RFP both as an Offeror and as a subcontractor for another Offeror, will result in rejection of all Proposals in which the Offeror is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two (2) or more Offerors submitting a Proposal for the Work. Any or all Proposals may be rejected if reasonable grounds exist for believing that collusion exists among any Offerors. Offerors rejected under the above provisions shall be disqualified if they respond to a new RFP for the same work.

11. Proposal Withdrawal

No Proposal may be withdrawn after it is filed unless the Offeror makes a request in writing to the Procurement Agent prior to the time and date set for the receipt of Proposals or unless APS fails to award or issue a notice of intent to award a Contract within ninety (90) calendar days after the date and time set for receipt of Proposals with the successful Offeror.

12. Parking

Where parking is not provided at an APS location, the Contractor is responsible for the payment of any parking charges or fines resulting from parking at any worksite(s).

13. Contract Award is in the Best Interest

APS reserves the right to accept or reject Proposals, to cancel this solicitation, to waive any informalities or irregularities therein, (an informality is a minor defect or variation of a Bid or Proposal from the exact requirements of the ITB or RFP, which does not affect the prices, quantity or delivery schedule for the goods, services or construction being procured), and to contract as the best interests of APS may require in order to obtain the firms that best meet the needs of APS, as expressed in this RFP. Selection of a Proposal does not mean that all aspects of the Proposal are acceptable to APS. APS reserves the right to negotiate the modification of terms and conditions with the Offeror offering the best value to APS in conjunction with the evaluation criteria contained herein prior to the execution of a Contract, to ensure a satisfactory Contract.

14. Notice of Intent to Award

APS will post a written Notice of Intent to Award on a public bulletin board in Syphax, 2110 Washington Blvd., Arlington, Virginia, 22204, stating the date the award will be made, and identifying the name(s) of the awardee(s).

15. Replacement or Augmentation of Key Personnel and Subcontractors

The key personnel and sub-contractors submitted by the Offeror in its Proposal in order to qualify, are considered essential to the Offeror's qualifications and may not be replaced, substituted or augmented after qualification of the Offeror's Proposal without prior written approval of APS. A request to replace or substitute any key personnel or subcontractor must be submitted to and approved by APS prior to substitution or augmentation.

16. Contractor Certification Regarding Criminal Convictions

All Contracts with APS, where the Contractor or its employees, or its Subcontractors or their employees, will have direct contact with students on school property during regular school hours, or during school-sponsored activities, shall require the Contractor to certify that neither it nor any of its employees nor any of its Subcontractors' nor any of its Subcontractors' employees, who will have direct contact with students, have been:

- (1) convicted of a felony or of a sexually violent offense as defined in Va. Code Ann. § 9.1-902 as mandated by Va. Code Ann. § 18.2-370.5,
- (2) convicted of an offense occurring on or after July 1, 2006, where the offender was more than three years older than the victim involving:
  - (a) the rape of a child under age 13 pursuant to Va. Code Ann. § 18.2-61.A(iii),
  - (b) forcible sodomy of a child less than 13 years of age pursuant to Va. Code Ann. § 18.2-67.1.A.1,

- (c) object sexual penetration of a child under 13 years of age pursuant to Va. Code Ann. § 18.2-67.2.A.1, or
- (d) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof.

This requirement is applicable without exception for a person convicted of a felony or of a sexually violent offense as defined in Va. Code Ann. § 9.1-902, but for all other offenses set forth above this requirement does not apply unless the qualifying offense was done in the commission of, or as a part of the same course of conduct of, or as part of a common scheme or plan as a violation of:

- (a) abduction or kidnapping in violation of Va. Code Ann. § 18.2-47.A,
- (b) abduction with intent to extort money or for immoral purpose in violation of Va. Code Ann. § 18.2-48,
- (c) burglary in violation of Va. Code Ann. § 18.2-89,
- (d) entering a dwelling house with intent to commit murder, rape, robbery or arson in violation of Va. Code Ann. § 18.2-90,
- (e) aggravated malicious wounding in violation of Va. Code Ann. § 18.2-51.2, or
- (f) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof.

The Contractor certification covers its employees, its Subcontractors and the employees thereof. (Submit completed Appendix A).

The Contractor certification shall also cover its employees, its Subcontractors and employees thereof, assigned to the Work after Contract award. The Contractor, upon demand from APS, shall provide all information which allowed for the Contractor's certification

17. Cooperative Contract for Use by Other Public Bodies:

This procurement is being conducted by APS not only for its benefit but for the benefit of any other public body eligible to participate in use of the services herein solicited by means of cooperative procurement as provided by, and to the extent permitted by, §2.2-4304 of the Virginia Public Procurement Act.

18. Contractor Prohibited in Assisting Person for New Job if Engaged in Misconduct With Minor

As a condition of awarding a Contract, or Contract Renewal, the Contractor acknowledges it is prohibited from assisting the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, in obtaining a new job if the Contractor knows or has probable cause to believe that the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, engaged in sexual misconduct regarding a minor or student in violation of law.

19. Request for Comments:

Following the award of any Contract or Contracts, or the cancellation of this RFP, all Offerors or potential Offerors are invited to provide to APS written comments regarding the manner in which this RFP was conducted and any suggested modifications to that process which might make future RFPs by APS more efficient, more productive, and more attractive to potential Offerors.

20. Number of Contracts to be Awarded:

APS intends to award Contracts to a minimum of one (1) successful Offeror (Contractor) to perform the Work.

21. Vaccine Requirement

Due to the ongoing COVID-19 pandemic, APS has taken various steps to protect the welfare, health, safety and comfort of its employees and students. As part of these steps, APS has implemented various requirements with respect to health and safety including policies with respect to social distancing the use of face-coverings, and vaccine requirements. To protect APS' employees and students, all employees and subcontractors of the Contractor who are assigned to this Contract, must be fully vaccinated against COVID-19. Any Contractor employee or subcontractor who is not fully vaccinated, must follow a weekly testing protocol as established by the Contractor unless exempt pursuant to a valid reasonable accommodation under state or federal law. By submitting a Proposal, the Offeror certifies that it will comply with this provision and will ensure that its subcontractor, if any, do so as well.

### **III. Proposal Requirements**

#### **A. General Requirements**

One (1) electronic copy of the Proposal with a completed Fee Schedule. The Offeror's Proposal shall address the below areas, not exceeding the stated page limitations. The Proposal shall be limited to a page size of 8 1/2" x 11", single space and type size shall not be less than ten (10) point font for each response item. Note: for page-counting purposes, a page equals a one-sided sheet. If a page limit is not noted within the section below there is no page limit.

Offerors are responsible for having their Proposal received in the Platform prior to the Proposal Due Date. Failure to comply with this or other requirements of this RFP may be grounds for APS to reject such Proposals.

Proposals must be submitted electronically through the Platform. The Platform can be accessed through the link found on the Current Solicitations webpage under the Procurement Office website. Found under the Due Date column for RFP 41FY23 of the Current Solicitations table is a link for Offerors to submit its Proposal. ("Link to submit Proposal – RFP 41FY23"). Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit Proposals.

Proposals shall be submitted with the required information in the order listed below. Additional instructions are in the Instructions to Offerors (Section II) of this solicitation.

Modification of or additions to any portion or terms of the RFP by the Offeror may be cause for rejection of the Proposal; however, APS reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a Proposal as nonresponsive.

**Mandatory provisions of this RFP are indicated by the inclusion of the words "shall" or "must" to identify the Offeror's obligations. Failure to comply with these requirements or with any other requirements stated as mandatory either in this RFP or in the Instructions to Offerors shall result in rejection of the Offeror's Proposal as not responsive, except to the extent the failure or omission either is not a mandatory statutory requirement or does not affect price, quantity, quality or time.**

APS proposed Contract Documents and this RFP contain terms and conditions APS favors and intends to use for the resultant Contract. If the Offeror wishes APS to consider any changes to these documents, such changes must be submitted in writing in the Proposal, and such exceptions shall be considered during negotiation. Any Offeror receiving a Contract award shall be required to execute a Contract in substantial compliance with APS standard Agreement and will be required to furnish all other required Contract Documents including tax identification or social security number within fifteen (15) days after receipt of notification that the Contract is ready for signature; otherwise, APS may award the Contract to another Offeror.

Proposals having any erasures or corrections must be initialed by the Offeror in blue ink.

An Offeror may request in writing to withdraw its Proposal at any time. In the event an Offeror discovers an error in their Proposal and desires to make a correction after the Proposal Due Date, the Offeror shall submit in writing the requested correction, along with a written explanation and justification for the change, no later than one (1) business day following the Proposal Due Date. If APS is satisfied that the identified error was the result of a clerical or mathematical error, APS may permit the correction. APS shall issue its written decision to the requesting Offeror within three (3) business days of receipt of the correction request. If the request is approved, the Proposal shall be deemed modified by incorporation of the correction requested. If the requested correction is denied, the Proposal shall be considered as originally submitted. APS may request additional information or clarifications from an Offeror at any time after the review process has begun.

#### **B. Unnecessarily Elaborate Responses**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and

effective response to this RFP are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate or expensive artwork, paper, bindings, and visual and other presentations are neither necessary at this time nor desired by APS.

**C. Use of Information and Documents**

APS and its officials, employees and agents will copy and use the response of the Offeror and documents included with the response, for various purposes related to analysis, evaluation, and decision to award a contract. Proposals shall be the property of APS. Following award APS may be required to allow inspection and copying of documents and may also use the Offeror's documents in connection with any resulting contracts with that Offeror. The Offeror is responsible for obtaining any necessary authorizations for all such use of the documents and information, and for assuring that such copying and use is in conformance with laws related to trademarks and copyrights. Any documents or information for which the Offeror has not obtained such authorization, or for which such copying and use is not authorized, shall not be submitted. The undersigned Offeror agrees to indemnify, defend and hold APS, its officials, employees and agents harmless from any claims of any nature, including claims arising from trademark or copyright laws, related to use of information and documents submitted with the Offeror's response.

**D. Submission of Trade Secrets or Proprietary Information**

Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke these protections upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. [Virginia Code Section 2.2-4342(F)]. **Offerors shall submit, under Tab 8 of the Proposal, any data or materials it considers to be a trade secret or proprietary information, or falls within the exceptions to the VFOIA and shall state the reason why protection is necessary. Offerors may not declare the entire Proposal proprietary nor may they declare proposed pricing to be proprietary.** References may be made within the body of the Proposal to proprietary or trade secret information; however, all information contained within the body of the Proposal not in the separate section labeled proprietary shall be public information. It is the Offeror's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

**E. Format and Content**

The Proposal should address the items included in the Scope of Work and in the Criteria for Proposal Evaluation. 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**

1. A fully executed Request for Proposals Title Pages 1 - 5 of this RFP should be included as the first five 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:
2. The Contactor Certification Regarding Criminal Convictions found at Appendix A
3. The Conflict of Interest Statement found at Appendix B
4. The Non-Disclosure and Security Agreement found at Appendix C
5. The Insurance Checklist found at Appendix D
6. A completed W-9 Form showing correct full legal name for award of Contract.

**Tab 2: Mandatory Requirements, Firm Industry and Oracle ERP Cloud Experience and References**

The following requirements are mandatory. If they are not met, Proposals will not be reviewed or evaluated:

- The Offeror must have implemented or currently be implementing Oracle ERP Cloud including Oracle Finance and Human Resources Management solutions at K-12 school districts in the United States.

- The Offeror or one of its Sub-Contractor (s) must have delivered a minimum of one (1) Oracle Payroll solution on any version of the Oracle ERP at K-12 school districts in the United States.
- In the event that all services and products are not provided by the Offeror, the Offeror may partner with a Sub-Contractor(s) to submit a single Proposal that meets the minimum qualifications of this RFP.
- Responses must indicate which minimum requirements the Offeror and its Sub-Contractor(s) meet in order to meet the minimum qualifications in total.
- Offerors who do not meet the minimum qualifications stated above will not have their Proposals considered for Contract award.

The Offeror shall demonstrate that it has the resources, ability and capability to provide the services described in this RFP. The Offeror shall demonstrate meeting the mandatory requirements as stated above. The Offeror shall describe its experience and expertise to perform the work described in this Request for Proposal. At a minimum, the Offeror shall include the following information for all firms included in the proposal:

1. Executive Summary:
  - Summarize why your Offeror team is the most qualified for this scope of work.
  - Describe how your Offeror team handles situations when a client is not satisfied with a resource assigned to the project. How quickly is the issue resolved?
  - Total number of US-based Consultants for Oracle ERP Cloud
  - Total number of Consultants for Oracle ERP Cloud (globally)
2. Provide the number of years your firm has performed the services stated in this RFP.
3. Provide a minimum of one (1) Oracle ERP Cloud implementation project and the project scope included implementing Oracle Finance and Management Services and Human Resources solution at K-12 school districts in the United States And a minimum of one (1) Oracle Payroll solution on any version of the Oracle ERP at K-12 school districts in the United States.
4. The project scope should have included the planning, design, build, testing, training, deployment, and go-live and stabilization support of Finance and Human Resources requirements.

**Tab 3: Project Team Qualifications and Experience**

Provide the following information, at minimum, regarding the proposed project team to be used for this project:

1. Identify the dedicated full-time SI Project Manager (PM) who will serve as the day-to-day lead throughout the duration of the project. Submit with your response a detailed resume for this team member and describe why he or she is qualified to serve in this capacity. The Project Manager must have delivered a minimum of one Oracle Cloud ERP efforts in the past five years, with the project scope including the planning, design, build, testing, training, deployment, and go-live and stabilization support of Finance and Management Services and Human Resources Cloud.
2. Identify the Key Personnel of the Project Team who will be assigned to this project as set forth in the scope of work. The personnel shall have demonstrated experience and qualifications to perform the work and have the availability to provide the services during the term of the contract. Provide a resume for each Key Personnel, including subconsultants, if applicable (max 1 page per person) detailing:
  - Qualifications, including specific experience with state or local governments if applicable
  - Area(s) of expertise
  - Responsibilities in performing the scope of work

3. Provide an organizational chart detailing the division of responsibility of each Key Personnel of the Project Team and subconsultants, if applicable.
4. Provide estimates for the Offeror's staff resources necessary to meet the needs of the project, including any subconsultants' staff and hours.
5. Describe the level and types of executive sponsor project support for each Sub-Contractor included in the Offeror's Proposal. These individuals will be expected to stay engaged with the project for its duration and would be available to help negotiate solutions for any significant impasses or challenges with the Offeror's assigned project team that might arise during the engagement.

**Tab 4: Approach To Implementation Services (Planning/ Design, Configure/ Build/ Test, and Deployment/ Initial Support)**

Demonstrate that the Offeror fully understands the scope of work by including the following information:

1. Identify and describe the proven methodology and associated tools:
  - To deliver a design aligned with the scope, best fit processes, APS objectives and guiding principles utilized by the Offeror.
  - To conduct the necessary Gap/Fit and Requirements analysis based on the APS's business and technical requirements included in **Appendix J** and elsewhere in this RFP document.
  - To determine the end-to-end approach for testing during the implementation project.
  - To provide a design solution for system integrations.
  - To support the CBT effort. Furthermore, the Offeror shall proactively apply industry, process, and solution expertise, with knowledge transfer to APS, to minimize any downstream re-work and to optimize the end-to-end business process and technical performance of the deployed solution.
2. Narrative of project approach and methodology describing how the Offeror intends to accomplish the tasks requested under this RFP. Provide the Offeror's understanding of APS's intent for this RFP, including:
  - How the Offeror intends to perform the overall planning and design efforts needed to support the APS's implementation of the Oracle Cloud ERP solution.
  - Planning services that include an overall recommended implementation timeline with key milestones.
  - A design that includes full implementation of Cloud ERP mobile functionality.
  - How the Offeror intends to partner with Oracle and APS to establish an Oracle Cloud ERP sandbox environment to support the project.
  - How the Offeror intends to deliver the initial functional and technical training to APS Core Team (Functional and Technical Leads and selected SMEs) for Oracle Cloud products and the use of F&A and Human Resource as relevant to support the implementation process.
  - How the Offeror will approach data cleansing, data conversion/migration, data validation for the project and provide data access for data that will not be migrated.
  - A detailed recommended approach to the delivery of all Planning and Design, CBT, and Deployment and Initial Support services.
  - A proposed offer for full implementation of each of the functional areas listed below as separate from the base scope of work in the cost proposal. The Offeror shall incorporate the costs of assessing these functional areas during the Planning and Design phase in its base price proposal. Costs associated with all other project phases shall be separated out in the pricing response.
  - Proposed testing tool and approaches, including scripts/scenarios additional tools for the project delivery (e.g., a tool for data conversion/migration or integrations/interfaces), if any.



3. Identify any recommended meetings, workshops, or activities that may need to be held in person or remotely.
4. The Offeror shall complete Appendix J– Functional and Technical Requirements included in the solicitation.

In **Appendix J**, the Offeror shall place an "X" within the appropriate response column (i.e., under column Y, C, F, 3 or N, as defined below) next to each requirement. Where applicable and where requested, the Offeror shall provide additional information that describes the module/solution and the customization complexity, if any. Short responses may be provided in the "Comments" column, while longer answers may be provided on a separate page. The Offeror must not insert rows into any portion of the attachment. A response is needed for each requirement. Omitted responses will be evaluated as “N” response code, meaning that the Offeror cannot meet the requirement. If proof is requested in Attachment A, the Offeror must provide proof of meeting that requirement. The Offeror shall use the following codes to indicate the ability to meet the Scope of Services requirements:

<b>Response</b>	<b>Code</b>
Yes, Offeror meets this requirement out-of-the-box or with configuration capabilities provided within the software	Y
Offeror can meet this requirement via <b>customization</b> (if this is the case, please provide an indication of High, Medium, or Low development complexity)	C
Offeror can meet this requirement with a <b>future</b> release of our software (if this is the case, please provide the version and timing of the release in the Comments column)	F
Offeror can meet this requirement by partnering with another <b>3rd party</b> solution (if this is the case, please provide the name of the 3rd party product in the Comments column)	3
No, we cannot meet this requirement	N

A Completed Appendix J - Detailed Requirements:

- Finance and Management Services Business Capabilities
- Human Resources Requirements

**Tab 5: Program Support Services (Project Management, Change Management, and Training)**

The Offeror shall provide a proposed approach to implementing a comprehensive Organizational Change Management (OCM) and training services plan. The Offeror’s approach should include the appropriate resources needed to work alongside APS’s resources on these efforts. The Offeror shall consider the current APS ERP governance structure and provide a proposal for full life cycle project management, governance, and relationship management activities. The Offeror shall:

1. Provide an example of your firm’s successful implementation and the methodology used (provide supporting documentation if possible).
2. Describe your firm’s approach to knowledge transfer (i.e., how APS resources will be integrated to the project) to assure that the APS will be able to operate, support and maintain the system once the project is completed (i.e., after the support/stabilization period is finish).
3. Describe your approach to training.
4. Describe your approach to project communication.
5. Describe your approach to managing project risk.
6. Describe your approach to organization change management.
7. Describe how your firm’s approach to governance will deliver on the objectives identified below and the overall project objectives and guiding principles listed in this RFP. Describe how your firm’s project

management and governance approach will work in a complex, transformative project such as this. The objectives of governance and project management are to:

- Develop a milestone-based project plan for all to follow.
  - Develop a risk management plan to ensure risk mitigation strategies are in place for all phases of the project.
  - Utilize APS's project team throughout all project phases to enable timely project execution and decision making.
  - Utilize a network of technology leads and business analysts across APS departments and processes to develop solutions specific to the APS's requirements that meet various end user's needs.
  - Optimize the governance processes to make informed decisions on escalated items when appropriate.
  - Clearly define governance roles (e.g., who has decision rights vs. input rights) and refine/optimize such roles when needed.
  - Provide information to all stakeholders in a consistent and timely manner to keep the project execution within budget and on schedule.
  - Minimize instances where decisions are re-visited due to lack of proper participation, lack of information, lack of decision documentation, or lack of adherence to the governance rules established.
  - Provide full transparency and clear identification of key decisions that have significant impact on cost, schedule, resources, value, business operations and risk.
  - Assist the APS in defining a resource model and startup activities.
  - Establish and adhere to project objectives and guiding principles.
  - Bring forth a customer-centric mindset to influence design decisions to maximize the customer and employee experience.
8. Provide recommendations on the size and makeup of the APS's project team, including estimated hours and resource requirements needed to support the project plan.
  9. Describe how Oracle resources available for the project – potentially to include Customer Success Managers, Implementation Support Leads, Executive Sponsors, Technical Account Managers, and an Account Team – will be integrated into the project in order to assure that best practices and experience in similar transformational projects are applied as practical on APS's behalf.

#### **TAB 6: Exception to APS Non-Mandatory Contract Terms and Conditions**

- Offerors are to provide any exceptions to any provision of the Contract Documents in accordance with Section V. A.

#### **Tab 7: Pricing Proposal**

The Offeror must use the Cost Proposal Spreadsheet included in this solicitation as Attachment D, to provide pricing and demonstrate how the proposed cost for services will cover the entire cost of the project, to include any services or tools for integrations, customizations, data conversion and reports.

#### **Tab 8: Trade Secrets or Proprietary Information**

1. Offerors are to provide information on the data or other materials sought to be protected and state the reasons why protection is necessary or falls within the exceptions of the Virginia Freedom of Information Act. It is the Offeror's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.
2. The Offeror shall provide their most recently filed income statement and balance sheet form the most recent annual reporting period. Note: APS will treat any financial information provided in the Proposal as proprietary and confidential, and it will not be subject to public disclosure. Therefore, APS will not execute any Offeror-provided non-disclosure agreements related to such documents.

**NOTE:** If, in the sole opinion of APS, the Offeror's last audited financial statement does not demonstrate the Offeror's ability to generate sufficient income to meet its operating expenses and financial obligations, APS will reject the Offeror's Proposal and not consider it for contract award.

#### **IV. Proposal Evaluation Process, Method of Contract Award and Proposal Evaluation Criteria**

##### **A. Proposal Evaluation Process and Method of Contract Award**

A Selection Advisory Committee (SAC) will review and evaluate all responsive Proposals received by the Procurement Office. The SAC will rely only on the information contained in the Proposals submitted in selecting Offerors deemed to be fully qualified and best suited among those submitting Proposals. Therefore, Offerors must emphasize specific information considered pertinent to the Work and submit all information requested. The SAC may seek clarification of any aspect of the Proposal from an Offeror during the Initial Evaluation Stage.

The Offeror shall state any exceptions to any provision of the Contract Documents in writing in its Proposal as a part of Tab 6, identifying with specificity the provision to which exception is taken, the exception, the rationale for the exception, and the proposed alternative provision. The SAC may, but is not required to, negotiate as it deems necessary any exceptions so submitted, but no negotiations shall occur prior to the Negotiations Stage as defined below. An Offeror shall be deemed to have waived all objections to, and accepted, all provisions of the Contract Documents to which no exception is included in its submitted Proposal and in such event no exceptions shall be considered during the Negotiation Phase. Provided, however, if APS makes a material change to the RFP after the Proposal Due Date which if it had been made prior to the Proposal Due Date would have resulted in the Offeror including an exception in its submitted Proposal, the Offeror may within five (5) days following issuance by APS of the material change submit in writing any exception to the material change. Any exception to the material change not submitted to APS in writing within such five (5) day period shall be deemed to have been waived and shall not be considered further during the Negotiation Stage or otherwise. Any industry standard documents the Offeror requests to have included in any resulting Contract shall be included in the Offeror's submitted Proposal. Any documents the Offeror asserts is an industry standard documents not provided by the Offeror in its submitted Proposal shall not be considered during the Negotiation Stage or otherwise and shall not be a part of any Contract awarded.

1. After the SAC has completed its Initial Evaluations of the responsive Proposals received by the Procurement Office, when applicable, it will select Offerors to participate in Shortlist Interviews to provide information that will clarify Offerors' Proposals.
2. Upon completion of the Shortlist Interviews, but before making any decisions regarding which Offerors to consider further, the SAC may seek from any Offeror which participated in the Shortlist Interviews clarification of any aspect of the Proposal or of issues which arose during the Shortlist Interview. Selection shall be made of two (2) or more Offerors deemed to be fully qualified and best suited among those submitting Proposals, on the basis of the evaluation criteria stated in the RFP.
3. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. During the Negotiation Stage, individual members of the SAC may engage in discussions with any Offeror to gather information to assist the SAC in making its final determination regarding award of the Contract. Such individual information and discussions shall be shared with the entirety of the SAC.
4. After negotiations have been conducted with each Offeror so selected, APS shall select the Offeror which, in its opinion, has made the best Proposal and provides the best value, based on the evaluation criteria advertised in the RFP, and shall award the Contract to that Offeror. When the terms and conditions of multiple awards are so provided in the RFP, awards may be made to more than one Offeror. Should APS 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.
5. If at any time it is discovered that an Offeror's Proposal does not satisfy any mandatory requirement of this RFP or that the Offeror has misstated its minimum qualifications or experience, even if the

Proposal initially appeared to satisfy such mandatory requirement or requirements or qualifications or experience, the Proposal may be deemed to be nonresponsive and if deemed nonresponsive shall not be considered further.

**B. Proposal Evaluation Criteria**

The evaluation process involves three (3) stages. The first stage is the Initial Evaluation of all responsive Proposals submitted by responsible Offerors (“Initial Evaluation Stage”). The second stage is the evaluation of those Offerors selected for interviews (“Shortlist Interviews Stage”). The third stage is negotiations with those Offerors selected for negotiations (“Negotiations Stage”). The Evaluation Criteria set forth below will be used for purposes of scoring Proposals at each stage of the evaluation process. Scores from the Initial Evaluations will determine the Offerors to be selected for Shortlist Interviews, if Shortlist Interviews are conducted. When Shortlist Interviews are conducted, Offerors interviewed will be rescored based on the Shortlist Interviews Evaluation Criteria identified herein. Only scores resulting from the Shortlist Interviews Evaluation Criteria will determine the ranking of Proposals whereby APS will enter into negotiations as described in Section A above. Only scores resulting from the Negotiations Stage will determine the ranking of Offerors for purposes of Contract award. Although there may be overlap between the Initial Evaluation Criteria, the Shortlist Interview Evaluation Criteria, and the Negotiations Stage Evaluation Criteria, each stage of the evaluation process is intended to be a separate score and only that score will be used to determine the consequence of that evaluation stage. The Shortlist Interviews Evaluations and the Negotiations Stage Evaluations are, however, the result of cumulative impressions from all preceding stages.

**Initial Evaluations Criteria:**

	<u>Initial Evaluation Criteria</u>	<u>Weight</u>
<b>1</b>	Implementation and Support Services and Approach	20
<b>2</b>	Offeror’s understanding of the requirement	15
<b>3</b>	Offeror Industry and Oracle ERP Cloud Experience and Expertise	20
<b>4</b>	Qualification and experience of Offeror’s staff/ team proposed for the contract and content	10
<b>5</b>	Fees	35
	<b>Total</b>	<b>100</b>

If Shortlist Interviews are conducted, Offerors selected will be asked to provide information that serves to clarify the Offeror’s Proposal. The Shortlist Interviews may include a presentation, a product/service demonstration, and a question-and-answer session. Offerors selected for Shortlist Interviews will be evaluated in accordance with the evaluation criteria listed below:

**Shortlist Interviews Evaluation Criteria:**

	<u>Shortlist -Interview Evaluation Criteria</u>	<u>Weight</u>
<b>1</b>	Offeror’s methodology to successfully complete the project	<u>20</u>
<b>2</b>	Offeror’s understanding of the requirement	25
<b>3</b>	Thoroughness of presentation / demonstration in addressing the points of clarification identified by APS.	20

<b>4</b>	Fees	35
	<b>Total</b>	<b>100%</b>

References will only be checked for Offerors selected for Shortlist Interviews. Information supplied by references on capabilities and past performance of an Offeror will be used in the scoring the Shortlist Interviews Evaluation Criteria

**Negotiations Stage Evaluation Criteria:**

The Negotiations Stage is for the purpose of further clarification of the selected Offerors’ understanding of the performance requirements, its intended approaches to performance, and related information, and for negotiating with each selected Offeror the terms of any Contract award. The following Negotiation Stage Evaluation Criteria will be used in reviewing and evaluating the Proposals and the results of the negotiations for ranking Offerors for purposes of Contract award. Only scores resulting from the Negotiation Stage Evaluation Criteria will determine the ranking of Proposals whereby APS will determine to which Offeror to award the Contract.

During the Negotiations Stage, an Offeror’s flexibility and cooperativeness will be evaluated, and an Offeror’s participation during this Stage will be assigned a value up to 20% of the total score that it can receive in this final Stage. Those Offerors who do not submit any exceptions to either the Contract requirements and/or its terms and conditions will inherently be assigned the maximum value of 20% for the Negotiations Evaluation Criteria of flexibility and cooperativeness.

	<u>Negotiations Evaluation Criteria</u>	<u>Weight</u>
<b>1</b>	Offeror’s methodology to successfully complete the project	15
<b>2</b>	Offeror’s understanding of the requirement	15
<b>3</b>	Flexibility and cooperativeness in negotiating Contract requirements, terms and conditions.	20
<b>4</b>	Fees.	50
	<b>Total</b>	<b>100%</b>



**A COMPLETED APPENDIX A IS TO BE INCLUDED IN TAB 1 OF PROPOSAL**

**Appendix A**

**Contractor Certification Regarding Criminal Convictions**

**The completed form from the Contractor is a condition precedent to the award of the Contract.**

As the official authorized to enter into this Contract on behalf of my organization, I certify that the Contractor, its employees, its sub-contractor(s) and their employees, who will have direct contact with students either on or off school property either during regular school hours or during school-sponsored activities during the performance of this Contract, has not been convicted of:

1. A felony or of any offense involving the sexual molestation, physical or sexual abuse, or rape of a child;
2. A sexually violent offense as defined in Va. Code Ann. § 9.1-902;
3. Any of the offense listed below occurring on or after July 1, 2006 in which the offender was more than three years older than the victim, when the offense was done in the commission of, or as a part of the same course of conduct of, or as part of a common scheme or plan to commit, (i) abduction or kidnaping in violation of Va. Code Ann. § 18.2-47 or § 18.2-48, (ii) burglary in violation of Va. Code Ann. § 18.2-89, (iii) entering a dwelling house with intent to commit crimes in violation of Va. Code Ann. § 18.2-90 or Va. Code Ann. § 18.2-91, or (iv) aggravated malicious wounding in violation of Va. Code Ann. § 18.2-51.2., or (v) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof:
  - a. Rape of a child under 13 in violation of Va. Code Ann. § 18.2-61;
  - b. Forcible sodomy with a child under 13 in violation of Va. Code Ann. § 18.2-67.1; or
  - c. Object sexual penetration with a child under 13 in violation of Va. Code Ann. § 18.2-67.2; or
4. A conviction for a crime of moral turpitude.

I understand that a materially false statement regarding this certification is a Class 1 misdemeanor and that conviction of such misdemeanor shall result in the revocation of this Contract and of any related license that I may hold. I declare under penalty of perjury that the foregoing statements are true and correct.

**This form must be completed by an authorized official for any organization contracting to provide services under a contract with the Arlington Public Schools or any of its schools or departments, or any subcontractor under such contractor.**

\_\_\_\_\_  
Name of Offeror

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address of Offeror

\_\_\_\_\_  
Name and Title (please type or print)

\_\_\_\_\_  
Address of Offeror

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

**A COMPLETED APPENDIX B IS TO BE INCLUDED IN TAB 1 OF PROPOSAL**

**Appendix B**

**Conflict of Interest Statement**

I, whose name is subscribed below, a duly authorized representative and agent of the entity submitting this Proposal to APS in response to its Request for Proposal #41FY23, and on behalf of the Offeror:

Certify that neither the Offeror nor any affiliated firm, parent corporation or subsidiary has, within the past five (5) years, been employed by or represented a deliverer of services, which services reasonably could be expected to be considered for purchase by the APS as a result of this solicitation.

Affirm that if the Offeror is awarded a contract under this solicitation, and during the term of that contract prepares an invitation to bid or request for proposal for or on behalf of the APS, the Offeror agrees that it shall not (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any bidder or Offeror information concerning the procurement which is not available to the public.

Affirm that the Offeror further agrees that it shall not solicit or accept any commissions or fees from vendors who ultimately furnish services to the APS as a result of services furnished by the Offeror under any contract award made as a result of this solicitation.

Offeror Name: \_\_\_\_\_

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_

**Acknowledgment**

Commonwealth of Virginia/State of ( \_\_\_\_\_ ) City/County of  
( \_\_\_\_\_ ) to wit:

\_\_\_\_\_ personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ the undersigned a Notary Public in and for the State and County of aforesaid, \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument as an agent of the Offeror and acknowledged that he/she has executed the same for the purposes therein contained.

(Seal)

Notary registration number: \_\_\_\_\_

My commission expires: \_\_\_\_\_, 20\_\_\_\_



**A COMPLETED APPENDIX C IS TO BE INCLUDED IN TAB 1 OF PROPOSAL**

**Appendix C**

**Non-Disclosure and Data Security Agreement**

The undersigned, an authorized agent of the Contractor and on behalf of \_\_\_\_\_ (Contractor) hereby agree that the Contractor will hold Arlington Public Schools (APS) provided information, documents, data, images, records and the like (hereafter “Information”) confidential and secure and to protect it against loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the Information of the APS, its employees, contractors, residents, clients, patients, taxpayers and property as well as Information that the APS shares with Contractor for testing, support, conversion or other services provided under APS (the “Work” or “APS Contract” as applicable) or which may be accessed through other APS owned or controlled databases (all of the above collectively referred to herein as “Information” or “APS Information”).

In addition to the Data Security obligations set in the APS Contract, the Contractor agrees that it will maintain the privacy and security of the APS Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to APS Information for any purpose or by anyone unless expressly authorized. This includes but is not limited to Information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter “his”) Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or that affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution (also collectively referred to herein as “Information” or “APS Information”).

Contractor also agree that it will not directly or indirectly use or facilitate the use or dissemination of Information (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 work under the Work. Contractor acknowledges that any unauthorized use, dissemination or disclosure of Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

The Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Work. Contractor shall coordinate closely with the APS Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate, tightly controlled and that such person/s also maintain the security and privacy of Information and the integrity of APS networked resources.

Contractor agrees to take strict security measures to ensure that Information is kept secure, properly stored, that if stored that it is encrypted as appropriate, stored in accordance with industry best practices and otherwise protected from retrieval or access by unauthorized persons or unauthorized purpose. Any device or media on which Information is stored, even temporarily, will have strict security and access control. Any Information that is accessible will not leave the Contractor’s work site or the APS’ physical facility, if working onsite, without written authorization of the APS Project Officer. If remote access or other media storage is authorized, Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the APS, and connected to the APS network are secure and free of all computer viruses or running the latest version of an industry standard virus protection program. Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. No Information may be downloaded except as agreed to by the parties and then only onto an APS approved device. Downloading onto a personally owned device

is prohibited. Contractor agrees that it will notify the APS Project Officer immediately upon discovery, becoming aware or suspicious of any unauthorized disclosure of Information, security breach, hacking or other breach of this Non-Disclosure and Data Security Agreement, the APS Contract, APS policy, Contractor's security policies, or any other breach of Work protocols. The Contractor will fully cooperate with the APS to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees, if requested, to promptly notify others of a suspected or actual breach.

Contractor agrees that all duties and obligations enumerated in this Non-Disclosure and Data Security Agreement also extend to its employees, agents or subcontractors who are given access to APS Information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by Contractor. Contractor agrees that it shall take all reasonable measures to ensure its employees, agents and subcontractors are aware of and abide by the terms and conditions of this Non-Disclosure and Data Security Agreement and related data security provisions in the APS Contract.

It is the intent of this Non-Disclosure and Data Security Agreement to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices are in place to ensure confidentiality, protection, privacy and security of APS Information and APS networked resources and to ensure compliance with all applicable local, state and federal law or regulatory requirements. Therefore, to the extent that this Non-Disclosure and Data Security Agreement conflicts with the APS Contract or with any applicable local, state, or federal law, regulation or provision, the more stringent APS Contract requirement, law, regulation or provision shall control.

At the conclusion of the Work, Contractor agrees to return all APS Information to the APS Project Officer. These obligations remain in full force and effect throughout the Work and shall survive any termination of the APS Contract.

Authorized Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**A COMPLETED APPENDIX D IS TO BE INCLUDED IN TAB 1 OF PROPOSAL**

**Appendix D**

**Insurance Checklist**

<b>Coverages Required</b>			<b>Limits (Figures Denote Minimums)</b>		
<b>Bidder Use Coverage Present (Place an X in the Box if coverage is present)</b>	<b>APS Use Coverage Present (Place an X in the Box if coverage is present)</b>	<b>Number</b>	<b>Coverage Type</b>	<b>Coverage Limit Per Occurrence</b>	<b>Coverage Aggregate Limit</b>
<b>Commercial General Liability Insurance</b>					
		1	Premises / Operations	\$ 2,000,000	\$ 4,000,000
		2	Completed Products / Operations		
		3	Sexual Abuse & Molestation	N/A	N/A
<b>Subcontractors Commercial General Liability Insurance</b>					
		4	Subcontractors General Liability	N/A	N/A
<b>Professional Liability &amp; Errors and Omissions Insurance</b>					
		5	Professional Liability	\$ 2,000,000	\$ 4,000,000
		6	Errors & Omissions		
<b>Worker's Compensation &amp; Employer's Liability Insurance</b>					
		7	Worker's Compensation	Statutory Limit	Statutory Limit
		8	Employer's Liability	N/A	N/A
<b>Commercial Automobile Liability Insurance</b>					
		9	Owned	\$ 1,000,000	\$ 2,000,000
		10	Non-Owned / Hired		
<b>Cyber Liability Insurance</b>					
		11	Cyber Liability	\$ 5,000,000	\$ 6,000,000
<b>Property Insurance</b>					
		12	Builder's Risk	N/A	N/A
		13	All insurance carrier AM Best Ratings are an A- or better or its equivalent		
<b>Umbrella / Excess Insurance</b>					
		14	Umbrella Liability	\$ 20,000,000	\$ 20,000,000
		15	Excess Liability		
		16	All deductibles and or self-insurance component have been submitted to Arlington Public Schools for review.		
		17	Notice of Cancellation, nonrenewal or material change in coverage shall be provided to APS at least forty-five (45) days prior to action		

		18	APS has been added as an Additional Insured (via endorsement of the insurance policy) on all policies except Workers Compensation, Cyber Liability & Professional Liability.
		19	All of the Certificates of Insurance show the Contract Number and Title
		20	If Claims Made Coverage is Approved, does it meet stipulations 1 or 2 stipulated in Section 42. G of the Term and Conditions
		21	Indemnification (Refer to Section 24 of the Terms and Conditions

**Insurance Agent's Statement:**

I have reviewed the above requirements with the Offeror named below and have advised the Offeror of required coverages not provided through this agency.

Agency Name	
Auth. Signature	
Date	

**Offeror's Statement:**

If awarded the Contract, I will comply with Contract insurance requirements.

Offeror Name	
Auth. Signature	
Date	

**FOR INFORMATION PURPOSES ONLY**

**Appendix E**

**Sample Form Agreement**



Arlington Public Schools

Procurement Office

2110 Washington Blvd., Arlington, VA 22204 • Phone: (703) 228-6123 • Fax: (703) 841-0681

www.apsva.us

---

**Agreement**

**Contract Title: Enterprise Resource Planning (ERP) System Upgrade**

This Contract **41FY23** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 , the date the Agreement is fully executed by the Procurement Director/Procurement Agent, by and between Arlington County School Board, operating as Arlington Public Schools (“APS” or “Owner”) and \_\_\_\_\_ (“Contractor”), whose address is \_\_\_\_\_

In consideration of the mutual stipulations, agreements and covenants contained herein, the parties hereby agree as follows:

**1. Scope of Work:**

The Contractor agrees to perform the services described in the Contract Documents (hereinafter the "Work"). The primary purpose of the Work is to obtain the services of a qualified Contractor to provide and implement the Work. The Work is more fully described in Attachment A. The Contract Documents set forth the minimum work estimated by APS and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work. The Contractor shall be responsible for providing the Work.

**2. Contract Price:**

APS will pay the Contractor in accordance with the terms of the Payment section below and of Attachment B for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section (“Contract Amount”).

**3. Contract Amount:**

APS will pay the Contractor in accordance with the firm fixed price(s) shown in Attachment B – Fee Schedule. The firm fixed price shall include all of the Contractor’s fees in performance of the Work under this Contract, including but not limited to, travel, overhead and profit. The firm fixed price(s) shall not be subject to change during the Contract Term.

**4. Contract Documents**

The Contract consists of the following documents: all of which are incorporated into and are part of the

Contract, and which, in the event of a conflict, shall be given precedence in the order listed, with any Amendment or Modification having precedence over preceding provisions. In the event of a conflict within a Contract Document at the same level of precedence, that provision requiring the higher quality of performance or quantity shall prevail. In the event of a conflict which is not resolved by the foregoing, the Owner shall determine the provision having precedence.

- 1 Agreement #41FY23 and all modifications properly incorporated into the Agreement
- 2 Attachment A – Scope of Work
- 3 Attachment B – Pricing Schedule
- 4 Attachment C – Contractor Certification Regarding Criminal Convictions
- 5 Attachment D – Non-Disclosure and Data Security Agreements
- 6 Attachment F – Contract Terms and Conditions
- 7 Attachment G – Certificate(s) of Insurance

The following are incorporated by reference:

- 8 The Request for Proposal (RFP) documents, and
- 9 The Proposal Response from the Contractor

Where the terms and provisions of the Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of the Agreement shall prevail over the other Contract Documents.

The Contract Documents set forth the entire Contract between APS and the Contractor. APS and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this Contract which is not contained in the Contract Documents. The Contract Documents are referred to herein below as the “Contract.”

**5. Definitions**

All words and terms shall have the meanings and terms assigned to them in the Contract Documents, unless a different meaning is clear from the context.

**6. Right to Terminate Contract**

APS has the right to terminate this Contract for convenience at any time, or for default, all pursuant to the provisions of the Terms and Conditions.

**7. Payment Procedures:**

Payment is on a deliverable basis. Contractor will be paid upon Acceptance of the applicable Deliverables upon its submission of a complete invoice satisfactory to the Project Officer that meets the requirements of this section and other applicable provisions of the Contract. APS will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the APS Project Officer. The number of the Purchase Order shall appear on all invoices.

**8. Assignments**

This Contract is not assignable by Contractor without the express written consent of APS, and APS shall be under no obligation to grant such consent. Sale, assignment or transfer of a controlling interest in the Contractor shall be deemed an assignment for purposes of this provision and shall be grounds for termination of this Contract if consent of APS is not obtained. It is understood by APS that Contractor may use Subcontractors for performance of parts of the Work. However, it is expected that Contractor will be performing the Work, and subcontracting of all or substantially all of the Work under any Purchase Order shall be deemed an assignment subject to the restrictions of this Section.

**9. Notices**

Unless otherwise provided herein, all notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, or emailed addressed as follows:

To the Contractor:

To APS: Mr. Girish Rajput  
Director, Enterprise Solutions  
Arlington Public Schools  
2110 Washington Blvd.  
Arlington, Virginia 22204  
[girish.rajput@apsva.us](mailto:girish.rajput@apsva.us)

And

David J. Webb, C.P.M.  
Procurement Director / Procurement Agent  
Arlington Public Schools  
2110 Washington Blvd.  
Arlington, Virginia 22204  
[david.webb@apsva.us](mailto:david.webb@apsva.us)

**10. Binding Agreement**

The Owner and the Contractor each binds itself, its successors and assigns to the other, its successors and assigns, in respect of all covenants, terms, conditions and obligations contained in each of the Contract Documents.

The Work shall be performed in accordance with the above-referenced Contract Documents and is the complete agreement between APS and the Contractor and may not be altered except by written amendment signed by APS and the Contractor in compliance with the requirements of the Contract Documents.

The signatures of APS and the Contractor, or their authorized representatives, are set out below in acknowledgment and acceptance of this Contract.

IN WITNESS WHEREOF, APS and Contractor have executed this Agreement as of the date written above.

**Acceptance:**

<b>Arlington Public Schools</b>		<b>Name of Contractor</b>	
Authorized Signature:	_____	Authorized Signature:	_____
Printed Name	<u>David J. Webb, C.P.M.</u>	Printed Name:	_____
Title:	<u>Director/Procurement Agent</u>	Title:	_____
Date:	_____	Date:	_____

## FOR INFORMATION PURPOSES ONLY

### Appendix F

#### Contract Terms and Conditions

The Contract with the successful Offeror (“Contractor”) will contain the following Contract terms and conditions, with incomplete information to be added based upon the final negotiations between APS and the successful Offeror. Offerors who propose to use additional or modified language must include such language with their Proposal. Arlington Public Schools is referred to herein as “APS”. Non-Negotiable, Mandatory Provisions Required by Virginia Law or the Procurement Resolution are Indicated by Aa Asterisk (“\*”). The final agreement is subject to review by the APS Attorney prior to being submitted to the successful Offeror for signature.

1. Standard of Care

In the performance or furnishing of services hereunder, the Contractor and all its agents, shall exercise the highest degree of skill and care normally accepted as practices and procedures by members of the same profession for provision of the Work.

2. Responsibility of the Contractor

The Contractor shall be responsible for the quality, technical accuracy, and the coordination of all deliverables and other services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct, or revise any errors or deficiencies that significantly affect the production environment, as determined by the Project Officer, which are discovered within a twelve-month period of final completion of Work.

3. Responsibility for Claims and Liabilities

APS’ review, approval, or acceptance of, or payment for, any services or deliverables required under this Contract shall not be construed to operate as a waiver by APS of any rights or of any cause of action arising out of the Contract. The Contractor shall be and remains liable to APS for the accuracy and competency of deliverables, plans, specifications, or other documents.

4. Payment

Contractor will be paid upon acceptance of the submission of a complete invoice satisfactory to the Project Officer which meets the requirements of this section and other applicable provisions of the Contract. APS will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the APS Project Officer. The number of the issued APS Purchase Order shall appear on all invoices.

5. Project Officer

The performance of the Contractor is subject to the review and approval of the APS Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington APS department requesting the Work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work under the Contract Documents.

6. Adjustments for Change in Scope

APS may order changes in the Work within the general scope of the Work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the Work or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by APS and the Contractor. If the Contractor believes that any particular work is not within the scope of the Work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor’s notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefore and supportive documentation for the



amount. The Contractor will not be compensated for performing any work unless a Proposal complying with this subSection has been submitted in the time specified above and a written amendment has been signed by APS and the Contractor and an APS Purchase Order is issued covering the cost of the services to be provided under the amendment.

7. Additional Services

The Contractor shall not be compensated for any goods or services provided except those included in the Contract Documents and included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract signed by APS and the Contractor and an APS purchase order is issued covering the expected cost of such services.

APS may determine the need for additional work by the Contractor. Upon a request from APS, the Contractor shall prepare a cost Proposal for any such work. No Additional Services shall be performed unless a written amendment to this Contract has been executed by both parties.

8. Reimbursable Expenses

All expenses shall be included in the firm fixed price for provision of the Work for APS. APS shall not approve any request for reimbursement of travel-related expenses submitted by the Contractor.

9. Reimbursable Travel-Related Expenses

All travel-related expenses shall be included in the firm fixed price for provision of the Work for APS. APS shall not approve any request for reimbursement of travel-related expenses submitted by the Contractor.

Non-reimbursable Expenses: The following expenses are not allowable for reimbursement and should not be included in firm fixed price:

1. Alcoholic beverages
2. Personal phone calls
3. Self-entertainment activities (i.e. pay TV, movies, night clubs, health clubs, theaters, bowling)
4. Personal expenses (i.e. laundry, valet, haircuts)
5. Personal travel insurance (i.e. life, medical, or property insurance) for air fare or rental cars.
6. Auto repairs, maintenance and insurance costs for personal vehicles
7. Travel expenses incurred to obtain or maintain training and/or certificates that are not associated with an employee's job requirements.

10. Payment of Subcontractors

The Contractor is obligated to take one of the two following actions within seven (7) calendar days after receipt of amounts paid to the Contractor by APS for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from APS attributable to the work performed by the subcontractor under this Contract; or
- b. Notify APS and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from APS for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The 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.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of APS. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

11. Non-Appropriation

All funds for payments by APS under this Contract are subject to the availability of an annual appropriation for this purpose by Arlington County School Board (School Board). In the event of non-appropriation of funds by the School Board for the goods or services provided under this Contract, or substitutes for such goods or services which are as advanced or more advanced in their technology, APS will terminate the Contract, without termination charge or other liability to APS, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) calendar days prior written notice, but failure to give such notice shall be of no effect and APS shall not be obligated under this Contract beyond the date of termination specified in APS's written notice.

12. APS Purchase Order Requirement

APS purchases are authorized only if an APS Purchase Order is issued in advance of the transaction, indicating that the ordering school or department has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the order agency. APS will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by APS Procurement Agent. Contractors providing goods or services without a signed APS Purchase Order do so at their own risk and expense.

13. Replacement or Augmentation of Key Personnel and Subcontractors

The key personnel and subcontractors submitted by the Contractor in its Proposal and thereafter accepted by APS are considered essential to the Contractor's qualifications. The Contractor may not replace, substitute or augment any key personnel or subcontractor without prior written approval of APS. A request to replace or substitute any key personnel or subcontractor for any reason, shall be provided to the APS Project Officer at least fifteen (15) calendar days in advance of such proposed replacement or substitution and the request shall contain sufficient justification, including identification of the proposed replacement or substitute and their qualifications, in sufficient detail to permit evaluation by APS.

Additionally, the Contractor shall not remove or replace the approved Project Manager without written approval of APS. In cases of the approved Project Manager's prolonged illness or other extended leave of absence, Contractor shall provide an interim Project Manager whose continued work on the Work shall be subject to approval by APS.

In the event of the Project Manager's resignation or termination from the Contractor's employment, the Contractor shall replace the Project Manager with an individual with similar qualifications and experience and only with APS' prior written approval.

14. Project Staff

APS has the right of reasonable rejection and approval of staff or subcontractors assigned to the Work by the Contractor. If APS reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to APS in a timely manner and at no additional cost to APS. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

15. Supervision by Contractor

The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract and shall only employ on the Work persons reasonably proficient in the work assigned.

16. Employment Discrimination by Contractor Prohibited

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The Contractor will include the provisions of the foregoing subsections in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontract or vendor.

17. Employment of Unauthorized Aliens Prohibited

In accordance with §2.2-4311.1 of the Virginia Code, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

18. Drug-Free Workplace to be Maintained by Contractor

During the performance of the Work pursuant to this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor by APS in accordance with the Procurement Resolution, the employees of which Contractor 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.

19. Termination for Cause, Including Breach and Default; Cure

The Contract shall remain in force for the Initial Contract Term or any Renewal Contract Term(s) and until APS determines that all of the following requirements and conditions have been satisfactorily met: APS has

accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, APS shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by APS in its discretion.

If APS determines that the Contractor has failed to perform satisfactorily, then APS will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect (“Cure Period”). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor’s failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by APS prior to such termination unless otherwise barred by the Contract (“Termination Costs”). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to APS Project Officer within fifteen (15) calendar days after the expiration of the Cure Period. APS may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If APS terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from APS to the Contractor (unless APS in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to APS for all costs incurred by APS after the effective date of termination, including costs required to be expended by APS to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to APS upon demand by APS. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to APS, and APS shall be entitled to recover, all damages to which APS is entitled by this Contract or by law, including, and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by APS to the Contractor under the Contract and all attorney fees and costs incurred by APS to enforce any provision of this Contract.

Except as otherwise directed by APS in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

20. Termination for the Convenience of APS

The performance of work under this Contract may be terminated by the Procurement Agent in whole or in part whenever the Procurement Agent shall determine that such termination is in APS' best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) calendar days before the date of termination, specifying the extent to which performance of the Work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by APS prior to such termination and any other termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to APS; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

21. Indemnification (Note: Virginia does not permit the indemnification of others; cross indemnity provisions are not acceptable). The Contractor covenants for itself, its employees, and subcontractor to save, defend, hold harmless, and indemnify APS, and all of their elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "APS" for purposes of this section) from and against any and all claims made by third parties or by APS for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions or errors in performance or nonperformance of its work called for by the Contract Documents, whether such act or omission or error is attributable to Contractor, subcontractor, any material supplier, or anyone directly or indirectly employed by them, called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract.

If any action or proceeding relating to the indemnification required by this section is brought against APS, then upon written notice from APS to the Contractor, Contractor shall at Contractor's expense, resist or defend such action or proceeding by counsel approved by APS in writing, such approval not to be unreasonably withheld, but no approval of counsel shall be required where the cause of action is resisted or defended by counsel of any insurance carrier obligated to resist or defend same.

If, after Notice by APS, the Contractor fails or refuses to save, defend, hold harmless and/or indemnify APS, the Contractor shall be liable for and reimburse APS for any and all expenses, including but not limited to, reasonable attorney's fees incurred and settlements or payments made. The Contractor shall pay such expenses upon demand by APS and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

Contractor understands and agrees that it is Contractor's responsibility to provide indemnification to APS pursuant to this section. The provision of insurance, while anticipated to provide a funding source for this indemnification, is in addition to any indemnification requirements and the failure of Contractor's insurance to fully fund any indemnification shall not relieve the Contractor of any obligation assumed under this indemnification.

22. Intellectual Property Indemnification

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify APS, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by APS. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by APS, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse APS for any and all expenses, including but not limited to, reasonable attorney's fees incurred and any settlements

or payments made. The Contractor shall pay such expenses upon demand by APS and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

23. Copyright

The Contractor hereby irrevocably transfers, assigns, sets over and conveys to APS all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor further agrees to execute such documents as APS may request to affect such transfer or assignment.

Further, the Contractor agrees that the rights granted to APS by this subSection are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this subSection. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" subSection.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Contract is prohibited unless APS approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this subSection as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.

24. Ownership and Return of Records

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose APS' data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of APS' request for services under this Contract, are the exclusive property of APS ("Record" or "Records"), and all such Records shall be provided to and/or returned to APS upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of APS. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At APS' request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at APS' request, shall destroy all computer records created as a result of APS' request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract. No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

25. 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 Contractor 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.).

#### 26. HIPAA Compliance

The Contractor shall comply with all applicable legislative and regulatory requirements of the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”). Pursuant to 45 C. F. R. §164.502(e) and §164.504(e), the Contractor shall be designated a Business Associate pursuant and will be required to execute an APS Business Associate Agreement. If Contractor engages a subcontractor or subcontractors in the performance of the Scope of Work under any resulting Contract, the Contractor shall enter into an agreement with each of its subcontractors pursuant to 45 C. F. R. §164.3082(b) and the Health Information Technology for Economic and Clinic Health (HITECH) Act §13401 that is appropriate and sufficient to require each subcontractor to protect the Protected Health Information (PHI) to the same extent required of Contractor under APS’s Business Associate Agreement and in a form approved by APS. HITECH defines PHI as individually identifiable and maintained by a covered health care provider, health plan, or health care clearinghouse. See 45 C.F.R 160.103 and 164.501. The Contractor shall ensure that its subcontractors notify the Contractor, immediately, of any breaches in security regarding the PHI.

The Contractor takes full responsibility for any failure to execute the appropriate agreements with its subcontractors to comply with the existing and or future regulations of HIPAA and/or HITECH, and shall indemnify APS in accordance with the Indemnification clause in this section.

#### 27. Data Security

The Contractor agrees that it shall hold all APS data obtained or accessed as a result of its work under this Contract confidential in accordance with the Nondisclosure and Data Security Agreement attached hereto. If individual employees or subcontractors of the Contractor are performing work under this Contract on APS-owned property, then such individual employees or subcontractors shall be required to sign a separate Nondisclosure and Data Security Agreement, which shall be incorporated by reference into this Contract, prior to performing any work or being allowed access to APS data.

The Contractor shall hold APS Information in the strictest confidence and comply with all applicable APS security and network resources policies as well as all local, state and federal laws or regulatory requirements concerning data privacy and security. The Contractor shall develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted APS Information received

from, created or maintained on behalf of APS and strictly control access to APS Information. For purposes of this provision, and as more fully described in this Contract and APS's Non-Disclosure and Data Security Agreement (NDA), "APS Information" (also referred to as "APS Data" or "data") includes, but is not limited to, electronic information, documents, data, images, and records including, but not limited to, financial records, personally identifiable information, Personal Health Information (PHI), personnel, educational, voting, registration, tax or assessment records, information related to public safety, APS networked resources, and APS databases, software and security measures which is created, maintained, transmitted or accessed to perform the Work under this Contract.

- (a) APS' Non-Disclosure and Data Security Agreement (NDA). The Contractor shall require that an authorized Contractor designee, and all key employees, agents or subcontractors working on-site at APS facilities or otherwise performing non-incident work under this Contract, sign the NDA (attached as an Attachment D) prior to performing any work or permitting access to APS networked resources, application systems or databases under this Contract. A copy of the signed NDAs shall be available to APS Project Officer upon request.
- (b) Use of Data. The Contractor shall ensure that the use, distribution, disclosure or access ("use") to APS Information and APS networked resources shall not occur in an unauthorized manner. Use of APS Information for other than as specifically outlined in this Contract is strictly prohibited, unless such other use is agreed to in writing by the parties. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of APS Information and any non-compliance with this Data Security and Protection provision or any NDA.
- (c) Data Protection. The Contractor agrees that it will protect APS Information according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data, proprietary and/or confidential information. The Contractor shall provide to APS a copy of its data security policy and procedures for securing APS Information and a copy of its disaster recovery plan/s. The Contractor shall provide, if requested by APS, on an annual basis, results of an internal Information Security Risk Assessment provided by an outside firm.
- (d) Data Sharing. Except as otherwise specifically provided for in this Contract, the Contractor agrees that it shall not share, disclose, sell or grant access to APS Information to any third party without the express written authorization of the APS Chief Information Security Officer or designee.
- (e) Security Requirements. The Contractor shall maintain the most up to date anti-virus, industry accepted firewalls and/or other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact or store APS Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store APS Data into hard drives must provide data at rest encryption. Significant deviation from these standards must be approved by the APS Chief Information Security Officer or designee, the downloading of APS information onto laptops or other portable storage medium is prohibited without the express written authorization of the APS Chief Information Security Officer or designee.
- (f) Data Protection Upon Conclusion of Contract. Upon termination, cancellation, expiration or other conclusion of this Contract, the Contractor shall return all APS Information to APS unless APS requests that such data be destroyed. This provision shall also apply to all APS Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall complete such



return or destruction not less than thirty (30) calendar days after the conclusion of this Contract and shall certify completion of this task, in writing, to APS Project Officer.

(g) Notification of Security Incidents. The Contractor agrees to notify the APS Chief Information Officer and APS Project Officer within twenty-four (24) hours of the discovery of any unintended access to, use or disclosure of APS Information.

(h) Subcontractors. To the extent the use of subcontractors is permitted under this Contract, the requirements of this entire section shall be incorporated into any subcontractor agreement entered into by the Contractor and any data sharing shall be compliant with these security and protection requirements and the NDA. In the event of data sharing, subcontractors shall provide to the Contractor a copy of their data security policy and procedures for securing APS Information and a copy of their disaster recovery plan/s.

28. Ethics in Public Contracting

This Contract incorporates by reference Article 9 of the Procurement Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq., and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

29. APS Employees

No employee of APS Schools, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise there from which is not available to the general public.

30. Force Majeure

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

APS shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of APS that make performance impossible or illegal, unless otherwise specified in the Contract. The period hereinabove specified for the completion of his Work shall be extended by such time as shall be fixed by the Owner.

No such extension of time shall be deemed a waiver by the Owner of its right to terminate the Contract for abandonment or delay by the Contractor as herein provided or to relieve the Contractor from full responsibility for performance of his obligations hereunder.

31. Authority to Transact Business

The Contractor shall pursuant to Code of Virginia §2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the sole option of APS.

32. Relation to APS

The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered employees, servants or agents of APS. APS will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. APS will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, APS will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by APS for its employees.

33. Antitrust

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to APS all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by APS under this Contract.

34. Report Standards

Reports or written material prepared by the Contractor in response to the requirements of this Contract or request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to APS, The Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All submittals must be in the required tabular format in a binder.
- Report covers / binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper should be avoided.

35. Audit

The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. APS or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term or any Renewal Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which APS does not have ready access) within five (5) years after final payment, the Contractor shall notify APS at least thirty (30) days prior to such disposal, and if APS objects, shall not dispose of the records.

36. Amendments

This Contract shall not be modified except by written amendment executed by persons duly authorized to bind the Contractor and APS

37. Arlington Public Schools Procurement Resolution and Policies\*

Notwithstanding any provision to the contrary herein, no provision of the Procurement Resolution or any applicable APS policy is waived in whole or in part.

38. Dispute Resolution

All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the Work upon which the claim is based, whichever occurs first. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. Claims denied by the Project Officer may be submitted to APS Superintendent or designee in writing no later than sixty (60) days after final payment in accordance with the Procurement Resolution.

The time limit for final written decision by APS Superintendent or designee in the event of a contractual dispute, as that term is defined in the Procurement Resolution, is thirty (30) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Procurement Resolution, incorporated herein by reference. A copy of the Procurement Resolution is available upon request from the Office of the Procurement Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, APS Superintendent or designee, School Board, or a court of competent jurisdiction.

39. Applicable Law, Forum, Venue and Jurisdiction

This Contract and the Work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

40. Arbitration

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

41. Nonexclusivity of Remedies

All remedies available to APS under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to APS at law or in equity.

42. No Waiver

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

43. Severability

The sections, subsections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph, subsection, or section of this Contract shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, and sections of this Contract.

44. No Waiver of Sovereign Immunity

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by APS pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of APS. The parties intend for this provision to be read as broadly as possible.

45. Survival of Terms

In addition to any numbered section in this Contract which specifically state that the term, paragraph or subsection survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: Indemnification; Relation to APS; Ownership and Return of Records; Audit; Copyright; Intellectual Property Indemnification; Confidential Information, and Data Security and Protection.

46. Headings

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this contract or a limitation on the scope of the particular section to which the heading refers.

47. Ambiguities

Each party and its counsel have participated fully in the review and revision of this Contract . Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

48. Non-Discrimination Notice

APS does not discriminate against faith-based organizations.

49. Insurance Requirements

**A. Overview**

During the term of this Contract, The Contractor and all of their Subcontractors shall procure and maintain the **types of insurance that are referenced in section D below**. All insurance policies shall be with insurance companies that meet the following criteria:

1. Are authorized to do business under the laws of the Commonwealth of Virginia and acceptable to the APS, in its sole discretion.
2. Are rated with an AM Best rating of A- or better. APS reserves the right to require the Contractor and/or its Subcontractors to change their insurance to an insurance company that has the minimum required AM Best rating. This right can be exercised at any time the insurance requirements set forth in the Contract Documents remain applicable. If the AM Best rating of the insurance company changes to a rating under A- during the Contract Term, the Contractor and/or its Subcontractors will notify APS in writing immediately upon discovery and change the insurance immediately to an insurance company that meets or exceeds the AM Best rating of A-.
3. If APS suffers damages under the Contract and makes a claim on the named insurance company by APS, and the claim is not paid in full by the insurance company, Contractor acknowledges that it shall remain wholly liable for the full amount of the claim regardless of the solvency of the insurance company or the insurance company's willingness to pay the claim in full.
4. The Contractor and/or its Subcontractors must disclose in the Certificate of Insurance the amount of any deductible or self-insurance component applicable to all required insurance policies herein, if any. APS has the right to request additional information to determine if the Contractor and/or its Subcontractors have the financial capacity to meet their obligations under a deductible or self – insurance program. If, in its discretion, APS is not satisfied as to the Contractor and/or its Subcontractors financial capacity to meet its obligations under a proposed deductible or self – insurance program, the Contractor and/or its Subcontractors shall re-submit revised acceptable

insurance coverage at the sole discretion of APS and with no obligation to do so agree to alternative approaches proposed by the Contractor and/or its Subcontractors to ensure protection for APS.

## **B. Certificates of Insurance & Additional Insured Status:**

### **1. Contractor**

The Contractor is required to provide a Certificate of Insurance that names Arlington County School Board, including elected and appointed officials, agents, and employees as additional insureds by endorsement for all insurance policies except Workers Compensation, Professional Liability, and Cyber Liability coverage.

### **Subcontractors**

- All Subcontractors will provide the Contractor with Certificates of Insurance for the policies that are required under this contract. All Certificates of Insurance should by endorsement name Arlington County School Board, including elected and appointed officials, agents, and employees as additional insureds for all contracts of insurance except Workers Compensation & Professional Liability.
- All Subcontractors shall provide the Contractor with a certificate of insurance that will serve as proof of insurance for their Cyber Liability coverage, but APS will not need to be added as an additional insured.
- The Contractor will maintain all certificates of insurance for their subcontractors.
- The Contractor will provide APS with its Subcontractors certificates of insurance at any time upon request.

## **C. Termination & or Augmentation of Insurance Policies:**

1. All required insurance policies must be endorsed through a Certificate of Insurance to provide that the insurance company shall give **forty-five (45) days written notice** to the Owner if the policies are to be terminated or if any changes are made during the life of the Contract which will affect in any way the insurance requirements set forth herein. Before commencing Work, the Contractor shall provide APS with a Certificate of Insurance referencing each policy which it and each of its Subcontractors shall carry in accordance herewith, together with receipted bills evidencing proof of premium payment. Contractors and or their Subcontractors terminating or augmenting any insurance policy without giving APS forty-five (45) days' notice will be in direct violation of the terms and conditions of the Contract.
2. If insurance coverage is allowed to lapse and a loss occurs, the Contractors and or their Subcontractors will still be required to indemnify and hold APS harmless for all losses sustained. Regardless of whether insurance is present or not.

## **D. Insurance Required by The Contract:**

### **Casualty Insurance:**

#### **Commercial General Liability occurrence-based insurance:**

Commercial General Liability occurrence-based insurance shall be in place until APS confirms the Contract has expired. Such insurance shall cover claims for bodily injury, property damage

and personal injury arising out of operations under the Contract, whether such actions are performed by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them. For work that specifically deals with purchase, construction and or maintenance of physical property the insurance coverage for contractors and subcontractors shall also include coverage for explosions, collapse, underground utilities and completed products and operations. Coverage afforded under this policy shall be primary to all other insurance with respect to Arlington County School Board including its elected and appointed officials, agents, and employees.

**Sexual Abuse and Molestation (SAM) occurrence-based insurance:**

Sexual Abuse and Molestation (SAM) Coverage must be included if the Contractor and or their Subcontractors are working around students where a 1 on 1 situation is possible.

In addition to providing this coverage the Contractor and or their Subcontractors will run both criminal background checks and sex offender checks on all employees that are interacting with APS students (Upon award and every 2 years afterward) as well as require their employees to receive training upon award and annually on the prevention of abuse and molestation. Criminal background checks should go back at least 5 years. The Contractor and or their Subcontractors further agrees to keep all training records, background and sex offender checks on file and to provide APS with copies whenever APS requests them.

Lastly, the Contractor and or their Subcontractors agrees to abide by the 2-person rule at all times when working with students. If there are times when the 2-person rule cannot be followed APS should be notified immediately and the activity will be evaluated by APS, the Contractor and or their Subcontractors.

Type of Insurance	Limit Per Occurrence	Aggregate Limit
Commercial General Liability	\$ 2,000,000.00	\$ 4,000,000.00
Sexual Abuse and Molestation (SAM) Coverage	N/A	N/A

**Subcontractor’s Commercial General Liability Insurance:**

The Contractor shall require each of its Subcontractors to procure and maintain during the life of its subcontract, subcontractor’s Commercial General Liability Insurance in amounts satisfactory to the contract.

Type of Insurance	Limit Per Occurrence	Aggregate Limit
Subcontractors Commercial General Liability	N/A	N/A

**Professional Liability / Errors & Omissions:**

The Contractor shall carry Professional/and/or/Miscellaneous Errors and Omissions insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract.

Type of Insurance	Limit Per Occurrence	Aggregate Limit
Professional Liability/Errors & Omissions	\$ 2,000,000.00	\$ 4,000,000.00

**Worker's Compensation and Employer's Liability Insurance:**

Worker’s Compensation and Employer’s Liability Insurance is mandatory for the Contractor's employees engaged in the Work under this Contract, in accordance with the laws of the Commonwealth of Virginia. The Contractor shall require each of its Subcontractors to provide

Worker's Compensation and Employer's Liability Insurance for all the Subcontractor's employees engaged on such subcontracts. If any class of employees engaged in work under the Contract is not protected under the Worker's Compensation laws in Virginia, the Contractor shall provide similar protection for these employees in amounts not less than the legal requirements.

<b>Type of Insurance</b>	<b>Limit Per Occurrence</b>	<b>Aggregate Limit</b>
Worker's Compensation	Statutory Limit	Statutory Limit
Employer's Liability	N/A	N/A

**Commercial Automobile Liability Insurance:**

Commercial Automobile Liability insurance, including coverage for owned, non-owned and hired vehicles shall be in place for the Contractor and all of its Subcontractors.

<b>Type of Insurance</b>	<b>Limit Per Occurrence</b>	<b>Aggregate Limit</b>
Commercial Automobile Liability	\$ 1,000,000.00	\$ 2,000,000.00

**Cyber Liability Insurance:**

Cyber insurance which shall be in place for all contractors and subcontractors. All cyber insurance policies shall have Arlington County School Board, including elected and appointed officials, agents, and employees as an additional named insured.

<b>Type of Insurance</b>	<b>Per Project Limit Per Occurrence</b>	<b>Per Project Aggregate Limit</b>
Cyber Liability	\$ 5,000,000.00	\$ 6,000,000.00

**Property Insurance:**

**Builder's Risk:**

The Contractor shall purchase Builder's Risk insurance upon the entire Work at the Project Site to the full value of the Contract Sum of the new improvements thereof. This insurance shall include the interests of APS, Subcontractors and Sub-Subcontractors in the Work, and shall insure against all risks of loss, except for exclusions included in the Certificate of Insurance and approved by Owner. This insurance shall include coverage for the following:

- Loss by explosion of boilers during testing (any exclusion applicable to such loss shall be waived).
- Partial or complete occupancy by the Owner (any exclusion applicable to occupancy shall be removed).
- Loss without coinsurance penalty (coinsurance or similar "insurance to value" requirements shall be eliminated).
- Coverage of property in transit and unscheduled locations sufficient in limits to adequately cover maximum anticipated values at risk.
- Coverage of Contractor's labor, overhead and profit.
- Coverage of materials stored or installed on the Project Site, until said materials are accepted by the Owner per Substantial Completion and Acceptance requirements.

Payment by Owner for materials stored or installed on the Project Site does not eliminate Contractor's responsibility or liability with regards to theft and vandalism or other damage.

**Please Note:** At APS's sole discretion, Builder's Risk insurance may be purchased by the Owner as specified above. In this event, cost for such coverage shall be deducted from the Contract Sum.

Type of Insurance	Limit Per Occurrence	Aggregate Limit
Builder's Risk	N/A	N/A

All risk insurance covering damage, loss or injury to the Work, excluding earthquake damage. The policy shall be payable to the Owner, and the proceeds thereof, when paid, shall be retained by APS as security for the performance by the Contractor of its obligations under this Contract and, upon such performance, shall be released to the Contractor. Such policy shall be in an amount equal to the Contract Sum.

**E. Receipt of Certificates of Insurance:**

Proof of satisfaction, of insurance for each type of coverage listed herein shall be provided to APS **within ten (10) days** of the Contractor's receipt of the Notice to Proceed and no work, shall proceed unless all such insurance is in effect. The Contractor shall not allow any Subcontractor to commence work on its subcontract until all insurance required of the Subcontractor has been obtained and approved by the Contractor and found to be in accordance with the requirements set forth herein.

**Use of Excess / Umbrella Liability Insurance:**

The use of Excess / Umbrella Liability insurance is permitted. If Excess / Umbrella insurance is used the policy must be endorsed to show that the lines that the policy is bolstering are covered under the policy. All Excess / Umbrella Liability insurance coverage is subject to review by APS' Risk Manager and its use can be denied based on that review.

Type of Insurance	Limit Per Occurrence	Aggregate Limit
Use of Excess / Umbrella Liability	\$ 20,000,000.00	\$ 20,000,000.00

**Consideration of Claims Made Insurance Coverage:**

APS will consider claims made insurance coverage on a case-by-case basis **APS reserves the right to accept or deny the use of Claims Made Insurance coverage at any time.**

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

1. Agree to provide certificates of insurance evidencing the above coverages for a period of two (2) years after final payment for the Contract for General Liability policies five (5) years for Professional Liability & Cyber policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Consultant's work under this Contract.

or

2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.



If claims made insurance is utilized by the Contractor and or their Subcontractors and a claim occurs that relates back to the vendor's services. The Contractor and or their Subcontractors will indemnify and hold APS harmless of all losses regardless of whether they have insurance coverage in place or not.

**Contract Identification:**

All certificates of insurance shall state the Contract number and title.

50. Accessibility of Web Site

If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any APS websites, or APS' presence on other party websites, the Contractor shall perform such work in compliance with the requirements set forth in the U.S. Department of Justice document entitled "Accessibility of State and Local Government Websites to People with Disabilities." The document is located at: <http://www.ada.gov/websites2.htm>.

51. Arlington County Business License

The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code. For further information on the provisions of this chapter and its applicability to this contract, contact the Arlington County Business License Division, Commissioner of the Revenue of Arlington, Virginia, Telephone Number (703) 228-3060.

52. Failure to Deliver

In case of failure to deliver goods or services in accordance with the contract terms and conditions, APS, after due oral or written notice, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which APS may have; provided that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a reduction in price to be determined solely by APS.

53. Subcontracts

The Contractor shall not enter into any subcontract with any subcontractor who has been suspended or debarred from doing federal, state or local government work for any reason.

The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the Work of subcontractors.

Nothing contained in this contract shall create any contractual relationship between any subcontractor and APS.

54. Non-Endorsement Clause for Contracts and Agreements

APS may be identified as a "Participant" in the Work with the following statement added: "This shall not constitute an endorsement of any products or services". For further information, please contact the APS Department of Schools and Community Relations.

55. Advertising and Use of Proprietary Marks or Logos

Contractor shall not use the name of APS or any authorized user or refer to APS or any authorized user, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of APS or

such authorized user. In no event may Contractor use a proprietary mark of APS or an authorized user without receiving the prior written consent of APS or the authorized user.

56. Extension of Contract Term

The Procurement Office, at its sole and absolute discretion, may extend the Contract Term or final Renewal Contract Term of the resultant Contract for a period of not more than six (6) months, unless specifically stated otherwise in the solicitation.

57. Student Data Usage and Privacy Agreement

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 Appendix E).

58. Contractor Certification Regarding Criminal Convictions

All Contracts with APS, where the Contractor or its employees, or its Subcontractors or their employees, will have direct contact with students on school property during regular school hours, or during school-sponsored activities, shall require the Contractor to certify that neither it nor any of its employees nor any of its Subcontractors' nor any of its Subcontractors' employees, who will have direct contact with students, have been:

- (1) convicted of a felony or of a sexually violent offense as defined in Va. Code Ann. § 9.1-902 as mandated by Va. Code Ann. § 18.2-370.5,
- (2) convicted of an offense occurring on or after July 1, 2006, where the offender was more than three years older than the victim involving:
  - (a) the rape of a child under age 13 pursuant to Va. Code Ann. § 18.2-61.A(iii),
  - (b) forcible sodomy of a child less than 13 years of age pursuant to Va. Code Ann. § 18.2-67.1.A.1,
  - (c) object sexual penetration of a child under 13 years of age pursuant to Va. Code Ann. § 18.2-67.2.A.1, or
  - (d) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof.

This requirement is applicable without exception for a person convicted of a felony or of a sexually violent offense as defined in Va. Code Ann. § 9.1-902, but for all other offenses set forth above this requirement does not apply unless the qualifying offense was done in the commission of, or as a part of the same course of conduct of, or as part of a common scheme or plan as a violation of:

- (a) abduction or kidnapping in violation of Va. Code Ann. § 18.2-47.A,
- (b) abduction with intent to extort money or for immoral purpose in violation of Va. Code Ann. § 18.2-48,
- (c) burglary in violation of Va. Code Ann. § 18.2-89,
- (d) entering a dwelling house with intent to commit murder, rape, robbery or arson in violation of Va. Code Ann. § 18.2-90,

- (e) aggravated malicious wounding in violation of Va. Code Ann. § 18.2-51.2, or
- (f) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof.

The Contractor certification covers its employees, its Subcontractors and the employees thereof. (Submit completed Appendix A).

The Contractor certification shall also cover its employees, its Subcontractors and employees thereof, assigned to the Work after Contract award. The Contractor, upon demand from APS, shall provide all information which allowed for the Contractor's certification

59. Cooperative Contract for Use by Other Public Bodies

This Contract has been awarded by APS not only for its benefit but for the benefit of any other public body eligible to participate in use of the services herein solicited by means of cooperative procurement as provided by, and to the extent permitted by, §2.2-4304 of the Virginia Public Procurement Act.

60. Contractor Prohibited in Assisting Person for New Job if Engaged in Misconduct With Minor\*

As a condition of awarding a Contract, or Contract Renewal, the Contractor acknowledges it is prohibited from assisting the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, in obtaining a new job if the Contractor knows or has probable cause to believe that the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, engaged in sexual misconduct regarding a minor or student in violation of law.

61. Vaccine Requirement

All employees and students, all employees and subcontractors of the Contractor who are assigned to this Contract, must be fully vaccinated against COVID-19. Any Contractor employee or subcontractor who is not fully vaccinated, must follow a weekly testing protocol as established by the Contractor unless exempt pursuant to a valid reasonable accommodation under state or federal law. During the Contract Term, the Contractor certifies that it will comply with this provision and will ensure that its subcontractors, if any, will as well.

**FOR INFORMATION PURPOSES ONLY**

**Appendix G**

**Sample Purchase Order**

Page: 1 of 1



**Standard Purchase Order  
Arlington Public Schools**

PROCUREMENT OFFICE  
2110 Washington Blvd  
Arlington, Virginia 22204  
Telephone: (703) 228-6123

ACCOUNTS PAYABLE  
2110 Washington Blvd  
Arlington, Virginia 22204  
Telephone: (703) 228-6121  
Email: [aps.payables@apsva.us](mailto:aps.payables@apsva.us)

**Please note that our billing address has changed.**

**Unless otherwise instructed, please email invoices to: [aps.payables@apsva.us](mailto:aps.payables@apsva.us).**

Purchase Order	1234567
Purchase Order Date	01-02-3456
Change Order Number	0
Change Order Date	
Procurement Specialist/Phone	Hamed Hameedi 703-228-6193
Requisitioner/Ph#/Email	Harris, Ramona J 703-228-6110 <a href="mailto:ramona.harris@apsva.us">ramona.harris@apsva.us</a>
FEIN	54-6001128
Website:	<a href="http://www.apsva.us/procurement-office/">http://www.apsva.us/procurement-office/</a>

**SUPPLIER:** ABC INC  
1234 ABC ST  
XYZ VA 56789

This PURCHASE ORDER NUMBER shown above must appear on all invoices, packing slips & related correspondence. For questions regarding the order, contact the REQUISITIONER shown above.

**Ship To:** Arlington Public Schools  
Human Resources  
2110 Washington Blvd  
Arlington, VA 22204

Payment Terms	Freight Terms	FOB
NET 30	Prepaid	Destination


Line	Vendor Part	Item Description	Due Date	Quantity	UOM	Unit Price	Amount
1		This is for Example	01-02-3456	1	XYZ	\$123.00	\$123.00

The Purchase Order Terms and Conditions found on the Arlington Public Schools Procurement Office Website, at the link provided below, are incorporated in, and become part of, this contract. It is the responsibility of the Vendor to carefully read and understand the Purchase Order Terms and Conditions.

The Purchase Order Terms and Conditions have been amended effective August 1, 2022.

<https://www.apsva.us/wp-content/uploads/2022/07/2022-07-26-PO-TsCs-Amended-2022-08-01.pdf>

**IMPORTANT:** There have been incidents of scammers pretending to be school representatives and ordering thousands of dollars of goods. **Purchases by APS are authorized only if an APS Purchase Order is issued in advance of the transaction**, indicating that the ordering agency has sufficient funds available to pay for the purchase. Vendors providing goods or services without a signed APS Purchase Order, do so at their own risk.

Authorized by:   
David J. Webb, C.P.M.  
Director of Procurement


**Purchase Order Total: \$123.00**

**FOR INFORMATION PURPOSES ONLY**

**Appendix H**

**Screenshots of the Steps Required to Submit a Proposal**

Current Solicitations

Solicitation	Description	Due Date	Contact
<a href="#">ITB 12FY34 Addendum 12</a>	This is for example 	01-02-3456 No Later than 11:59 PM <a href="#">Link to Submit Bid-ITB 12FY34</a>	<a href="#">David Webb</a>



Send files to David

David Webb has invited you to send files

**Please Provide Company Name as it appears on the Bid Form.**

By continuing, I agree that I will not upload malware, unlawful materials or content that violates the intellectual property rights of others, and my failure to abide by this agreement shall subject me to all legally permissible remedies at Egnyte's disposal.

Continue



## Send files to David

David Webb has invited you to send files

ABC		<b>1</b>
abc@abc.com		<b>2</b>
ABC, INQ		<b>3</b>

By continuing, I agree that I will not upload malware, unlawful materials or content that violates the intellectual property rights of others, and my failure to abide by this agreement shall subject me to all legally permissible remedies at Egnyte's disposal.

**4**  [Continue](#)



Attach the files you would like to send to David Webb



Drag and Drop files here  
or [click](#) to browse on your computer



Message (optional)

Send these files

Name	Date modified	Type	Size
ABC, INC Bid Form	3/14/2022 3:04 PM	Adobe Acrobat D...	428 KB
ABC, INC Pricing Schedule	3/9/2022 2:49 PM	Microsoft Excel W...	24 KB
Contractor's License- ABC, INC	3/8/2022 9:14 AM	Microsoft Word D...	199 KB

Name:  All Files



files you would like to send to David Webb






Drag and Drop files here  
or [click](#) to browse on your computer

Message (optional)

Send these files

Drag and drop or [click](#) to add more files

-  ABC, INC Bid Form.pdf | 427.
-  ABC, INC Pricing Sheet.xlsx | 23.3KB
-  Contractor's License- ABC, INC.docx | 198.4KB






**If you need to add more files, do so by selecting the option here.**

Bid Form and Excel Pricing Page (if applicable) from ABC, INC.  
|  
Contractor's License also attached

**Send these files**

Drag and drop or [click](#) to add more files

-  ABC, INC Bid Form.pdf | 427.
-  ABC, INC Pricing Sheet.xlsx | 23.3KB
-  Contractor's License- ABC, INC.docx | 198.4KB

Bid Form and Excel Pricing Page (if applicable) from ABC, INC.  
|  **Include as optional**  
Contractor's License also attached



**Send these files**





3 files sent to David Webb

All files sent have been scanned for viruses - none were detected

You may now close this window

**A COMPLETED APPENDIX I IS TO BE INCLUDED IN TAB 7 OF PROPOSAL**

**Appendix I**

**Pricing Schedule (Pricing Schedule, Milestones, Deliverables, Staffing)**

**A COMPLETED APPENDIX J-1 IS TO BE INCLUDED IN TAB 4 OF PROPOSAL**

**Appendix J-1**

**APS Finance and Management Services Requirements for Cloud Ver1.0**

**APPENDIX J-1 IS PROVIDED AS AN ATTACHMENT**

**A COMPLETED APPENDIX J-2 IS TO BE INCLUDED IN TAB 4 OF PROPOSAL**

**Appendix J-2**

**APS Human Resources Requirements for Cloud Ver1.0**

**APPENDIX J-2 IS PROVIDED AS AN ATTACHMENT**

**A COMPLETED APPENDIX K IS TO BE INCLUDED IN TAB 4 OF PROPOSAL**

**Appendix K**

**Offeror Information**

**APPENDIX K IS PROVIDED AS AN ATTACHMENT**

**A COMPLETED APPENDIX L IS TO BE INCLUDED IN TAB 4 OF PROPOSAL**

**Appendix L**

**Appendix L - Schedule B-1 APS-Finance and Management Services-Reports - Integrations - Customizations**

**APPENDIX L IS PROVIDED AS AN ATTACHMENT**

**A COMPLETED APPENDIX L IS TO BE INCLUDED IN TAB 4 OF PROPOSAL**

**Appendix L**

**Appendix L - Schedule B-2 APS- Human Resources -Reports - Integrations - Customizations**

**APPENDIX L IS PROVIDED AS AN ATTACHMENT**



**Appendix M**  
**Sample Job Authorization Form**

**All Work to be Performed in Accordance with the Terms and Conditions of:**

**Contract No.:** 43FY23 **Contractor:** \_\_\_\_\_

**Contract Administrator:** Rajput Girish **Total Cost Not to Exceed:** \$ \_\_\_\_\_

**Task:** \_\_\_\_\_

**Description of Work**

**Contract Administrator's Designee:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**Job No.:** \_\_\_\_\_ **Date of Issuance to the Contractor:** \_\_\_\_\_

**Location:** \_\_\_\_\_

**Requirements:** \_\_\_\_\_

Description	Regular Rate	Labor Hours	Overtime Rate	OT Hours	Emergency Rate	Total Labor Hours	Total Labor Cost
Key Staff	\$ _____ /hr	_____	\$ _____ /hr	_____	\$ _____ /hr	_____	\$ _____

**Project Total Labor Cost** \$ \_\_\_\_\_

**Estimated Equipment Cost** \$ \_\_\_\_\_

**Estimated Material Cost** \$ \_\_\_\_\_

**Completion in Days after receipt of Purchase Order:** \_\_\_\_\_

**Special Problems or Potential Delays:** \_\_\_\_\_

**Actual Cost (Labor)** \$ \_\_\_\_\_ **Actual Cost (Material & Equip)** \$ \_\_\_\_\_

**Attach Documentation**

\_\_\_\_\_  
**APS Contract Administrator's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Contractor's Signature**

\_\_\_\_\_  
**Date**

**End of Sample Job Authorization Form**