



**Notice of Addendum No. 2**

**Date of Addendum No. 2: January 17, 2023**

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**Arlington Public Schools  
Procurement Office**

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**Request for Proposal 40FY23**

<b>Request for Proposal Title:</b>	<b>Mathematics Courses Beyond Algebra II</b>
<b>Request for Proposal Number:</b>	<b>40FY23</b>
<b>Request for Proposal Issue Date:</b>	<b>December 21, 2022</b>
<b>Pre-Proposal Conference:</b>	<b>January 6, 2023 (Refer to Request Title Page 2)</b>
<b>Proposal Due Date and Time:</b>	<b>January 20, 2023, No Later Than 11:59 P.M. (EST)</b>
<b>Procurement Office Representative:</b>	<b>Danielle Godfrey Assistant Director of Procurement (703) 228-6126, <a href="mailto:danielle.godfrey@apsva.us">danielle.godfrey@apsva.us</a></b>

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Modifications to the RFP: The following modifications in Section X. Appendix E – Sample Form Agreement, Section XI. Appendix F - Pricing Schedule – Professional Learning and Coaching and a separate editable Section XII. Appendix G. Technical Requirements Part I and Part II. Revisions are made to RFP 40FY23 through Addendum No.2. Modifications are highlighted in **red** for additions and **black** for deletions.

**DELETE Section X. Appendix E – Sample Form Agreement  
Section XI. Appendix F - Pricing Schedule – Professional Learning and Coaching and  
Section XII. Appendix G. Technical Requirements Part I and Part II.**

**REPLACE WITH Section X. Appendix E – Sample Form Agreement  
Section XI. Appendix F - Pricing Schedule – Professional Learning and Coaching and  
Section XII. Appendix G. Technical Requirements Part I and Part II.**

Q7. Would it be possible to receive editable versions of both Part I and Part II of Appendix G for RFP 40FY23?  
A7. Yes. Editable versions of Appendix G Part I and Part II are provided. However, if it is discovered an Offeror has made changes to either Part 1 or Part 2 of Appendix G, the Offeror's Proposal will be rejected and not considered for Contract award.

Q20. The link in Appendix G to the Math Process Goals does not appear to be working?  
Could you please confirm the weblink?

A20. The Virginia Department of Education (VDOE) has redesigned their website, and the links provided under "Functional Requirements" that include access to VDOE materials no longer work.

The link for the "sequencing of the VA Mathematics Standards of Learning" is no longer available as a new link. Please see the updated links:

VDOE Mathematics Standards of Learning can be found here:

<https://www.doe.virginia.gov/teaching-learning-assessment/instruction/mathematics/standards-of-learning-for-mathematics>

Math Process Goals are in the Introduction section of the following document, page 2:

<https://www.doe.virginia.gov/home/showpublisheddocument/3046/637982465193330000>

Q21. During the meeting, it was clarified that the contract will be for three years. The Professional Learning and Coaching pricing schedule in Appendix F shows rows for 'initial contract term' following by 'Renewal Contract Term 1' and 'Term 2'. To confirm, is the 'initial contract term' 1 year?

A21. Addendum No. 2 amends the Contract Term to three (3) years. Please see the revised Appendix F. Pricing Schedule - Professional Learning and Coaching.

Q22. In the same table, professional learning is shown as 'included with subscription' - does this mean onsite and virtual professional learning is to be included in the license price for year 1? If this is the case, then the first pricing table in Appendix F would reflect pricing for 3-year license + professional learning for year 1, while year 2 and 3 professional learning is priced separately - is this correct?

A22. Pricing must be for the three (3) year contract. If the pricing for the implementation of the contract year 1 is different for years 2 and years 3, please indicate that in the revised Appendix F. Pricing Schedule - Professional Learning and Coaching.

Q23. Could we list additional professional development options in the Additional Resources pricing table in Appendix F?

A23. Additional Professional Learning and Coaching should be included in the revised Appendix F. Pricing Schedule - Professional Learning and Coaching.

**X. Appendix E**  
**Sample Form Agreement**



**Arlington Public Schools**

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**PROCUREMENT OFFICE**

2100 Washington Blvd., Arlington, VA 22204 • Phone: (703) 228-6123

Website: [www.apsva.us](http://www.apsva.us)

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**Subject: Contract 40FY23 Mathematics Courses Beyond Algebra II**

Contract 40FY23, for the provision of Mathematics Courses Beyond Algebra II the Work”) is entered into as of the date the Procurement Agent signs this Agreement, this \_\_\_\_\_ day of \_\_\_\_\_, 2023; by and between \_\_\_\_\_, located at \_\_\_\_\_, hereinafter called “Contractor” and Arlington County School Board, operating as Arlington Public School hereinafter called “APS” or “Owner

**Contract Term:**

The ~~initial~~ term of this Contract shall commence on the date the Contract is fully executed by the Procurement Director/Procurement Agent and expiring on the last day of the ~~twelfth (12<sup>th</sup>)~~ **thirty-six (36<sup>th</sup>)** month following execution of the Contract by following execution of the Contract by the Procurement Director/Procurement Agent (**Initial** Contract Term’), unless otherwise stated as provided in the Contract Documents.

~~This Contract may be renewed for a term not to exceed one (1) year (“Renewal Contract Term”) by written notice given by APS at any time prior to thirty (30) Days after expiration of the preceding Initial Contract Term or Renewal Contract Term. No representative of APS has any authority to order, direct, or request work after expiration of the Initial Contract Term or Renewal Contract Term and prior to a Renewal Contract Term in strict compliance with the renewal terms herein APS, at its sole discretion, has the right, but is under no obligation, to exercise this right to renewal not to exceed two (2) additional one-year periods at the same terms and conditions.~~

Unless directed otherwise by APS, any Work in progress at the time of expiration of a Contract term may continue and be completed under the terms of the Contract in existence at the time the Purchase Order for the Work was issued, but must be completed no later than six (6) months following expiration of the Contract term in which the Purchase Order was issued.

**Contract Price:**

The Contractor agrees that prices shall remain firm for the ~~Initial Contract Term and all Renewal Contract Terms.~~ **Contract Term.**

As required by the Code of Virginia §22.1-241, the Contract Price shall not exceed the lowest wholesale price at which the Resource involved in the Contract are currently under contract anywhere in the United States.

In accordance with Code of Virginia §22.1-241, if, subsequent to the date of contract award, the prices of Resources

named in this Contract are reduced or the terms of the Contract are made more favorable to purchase anywhere in the United States or a special or other edition of any book named in the contract is sold outside of Virginia at a lower price than contracted in the Commonwealth, the publisher shall grant the same reduction or terms to APS and give APS the option of using such special or other edition adapted for use in Virginia and at the lowest price at which such special edition is sold elsewhere and the contract shall so state.

### **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.

### **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.

### **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 #40FY23 and all modifications properly incorporated into the Agreement
- 2 Attachment A – Scope of Work
- 3 Attachment B – Fee 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
- 8 Attachment H – Publisher Certification and Agreement

The following are incorporated by reference:

- 9 The Request for Proposal (RFP) documents, and
- 10 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."

### **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.

**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.

**Payment Procedures:**

Contractor shall submit invoices for its Work, and such invoices will be processed by APS, all in accordance with the provisions of the Terms and Conditions.

**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.

**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. Carl Seward  
                                 Academics Office  
                                 Supervisor of Secondary Mathematics  
                                 Arlington Public Schools  
                                 2110 Washington Blvd.  
                                 Arlington, Virginia 22204  
                                 [carl.seward@apsva.us](mailto:carl.seward@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)

**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 Contact 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:	_____

**XI. Appendix F**

**Pricing Schedule- Professional Learning and Coaching**

Product	Description  (Note: Offeror to Provide Details- <del>description of</del> and the number of Professional Learning and Coaching sessions included in <b>each year of the three (3) year</b> the Subscription). <del>and also the number of sessions to be provided during the two (2) Renewal Contract</del> <b>An Additional Professional Learning and Coaching line is provided for any line items outside of the Subscription. Professional Learning &amp; Coaching is to be provided for an estimate number of Two Hundred (200) Teachers.</b>	UOM	In Person	Virtual	Subscription Length (years)	Contract Price	Gratis(Y/N), provide details
Professional Learning and Coaching <b>Throughout the Initial Contract Term</b> <b>Year One (1)</b>	See Note above				1	<b>Included with Subscription</b>	
Professional Learning and Coaching <b>During Renewal Contract Term <del>One (1)</del></b> <b>Year Two (2)</b>	See Note Above						
Professional Learning and Coaching <b>During Renewal Contract Term <del>Two (2)</del></b> <b>Year Three (3)</b>	See Note Above						
<b>Additional Professional Learning and Coaching Throughout Each Year of the Contract Term</b>							

**XI. Appendix F**

**Pricing Schedule- Professional Learning and Coaching**

Product	Description  (Note: Offeror to Provide description and the number of Professional Learning and Coaching sessions included in each year of the three (3) year Subscription) An Additional Professional Learning and Coaching line is provided for any line items outside of the Subscription. Professional Learning & Coaching is to be provided for an estimated number of Two Hundred (200) Teachers.	UOM	In Person	Virtual	Subscription Length (years)	Contract Price	Gratis(Y/N), provide details
Professional Learning and Coaching Contract Term Year One (1)	See Note above						
Professional Learning and Coaching Contract Term Year Two (2)	See Note Above						
Professional Learning and Coaching Contract Term Year Three (3)	See Note Above						
Additional Professional Learning and Coaching Throughout Each Year of the Contract Term							



Addendum No. 2 must be signed, dated and submitted via the secure cloud-based file sharing platform specified in the RFP prior to the Proposal Due Date and Time stated above OR acknowledgment of receipt of this Addendum may be noted on the Request.

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

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

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

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

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

Issued By:

Danielle Godfrey

Assistant Director of Procurement

(703) 228-6126, danielle.godfrey@apsva.us