



LOUDOUN COUNTY PUBLIC SCHOOLS
DEPARTMENT OF BUSINESS & FINANCIAL SERVICES
PROCUREMENT AND RISK MANAGEMENT SERVICES
21000 Education Court, Suite #316
Ashburn, VA 20148
Phone (571) 252-1270 Fax (571) 252-1432

REQUEST FOR PROPOSAL (RFP)

RFP #: R27010

Title: English 9-12 Core Curricular Resource Adoption 26-27

Issue Date: June 22, 2026

Procurement Specialist: Hind Zegoud, Procurement Supervisor

Commodity Code: Instructional Resources

Period of Contract: Four (4) to Seven (7) years from date of award, plus one (1) to five (5) optional renewal years (varies by course).

Sealed proposals shall be received by **August 7, at 2:00 PM (Eastern Time)** for furnishing the goods/services described herein. **PROPOSALS MUST BE SUBMITTED THROUGH THE LCPS ELECTRONIC BIDDING SYSTEM ON OR BEFORE THE DEADLINE STATED.**

In compliance with this Request for Proposals ("RFP") and all conditions imposed herein, by submitting a proposal in response to this RFP, the undersigned, having become thoroughly familiar with the terms and conditions of this document and with the local conditions which may affect performance and costs, hereby proposes and agrees to furnish all services, labor, and/or materials hereinafter specified, and to fulfill the intent of this agreement in accordance with this document as interpreted by Loudoun County School Board.

The undersigned firm hereby certifies that all information provided in any schedule attached hereto is true, correct, and complete.

Inquiries: All inquiries for information should be provided under the "Questions" tab in the LCPS Electronic Bidding System.

RFP INCLUDES:

- STATEMENT OF NEEDS
- GENERAL SPECIFICATIONS
- GENERAL TERMS AND CONDITIONS
- CONTRACTUAL TERMS AND CONDITIONS
- EXHIBITS: 1, 2, and 3

This public body does not discriminate against faith-based organizations in accordance with the Va. Code, § 2.2-4343.1 or against an Offeror because of race, color, national or ethnic origin, religion, sex, pregnancy, childbirth or related medical conditions, sexual orientation, gender identity, marital status, disability, age, or genetic information or any other basis prohibited by state or federal law relating to discrimination in employment.

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GENERAL SPECIFICATIONS

1. PURPOSE

The intent and purpose of this Request for Proposals (“RFP”) is to establish a multiple term contract through competitive negotiations with qualified source(s) for the adoption of curriculum textbooks and instructional resources for *English 9-12 courses* for implementation in Fall 2027 for the Loudoun County School Board, operating as Loudoun County Public Schools (“LCPS”). The term “textbook” means print and electronic media for teacher and student use that serves as the primary curriculum basis for a grade-level subject or course.

LCPS intends that this RFP permit competition. It shall be the Offeror's responsibility to advise the LCPS Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for acceptance of proposals.

2. BACKGROUND

LCPS is the third largest school division in the Commonwealth of Virginia. Established in 1870, LCPS is located in the rapidly growing Washington DC metro area.

LCPS is organized to focus on empowering all 80,494 students to make meaningful contributions to the world, while managing one hundred (100) schools and nine (9) educational support buildings. It is a dynamic, well-managed, and efficient organization.

Detailed information on the LCPS district is available on the [website's “About Loudoun”](#) section and [within this LCPS fact sheet](#) for the prior school year.

3. LCPS ENGLISH INSTRUCTION

3.1. Overview of the LCPS Secondary English Curriculum Program.

The LCPS Secondary English curriculum focuses on fostering deeper learning and higher-order thinking skills, aiming to prepare students to interpret diverse communications, express their own ideas flexibly, and engage in respectful dialogue. Moving away from traditional chronological surveys or units isolated by a single text or genre, the program structures its courses around big “Essential Questions.” This approach encourages students to analyze multi-genre texts, synthesize distinct perspectives, and align their skills with critical 21st century competencies. Central to this philosophy is a commitment to a culturally responsive curriculum, which balances a narrowed set of traditional canonical works with contemporary, diverse texts. This intentional representation gives students “mirrors” to better understand their own lives and “windows” to look into the lived experiences of others.

Instruction is grounded in a personalized Reading and Writing Workshop methodology that prioritizes authentic, iterative experiences for the majority of classroom sessions. Students are expected to read extensively, averaging 30 minutes nightly and completing two to three books per 5-6 week unit, with a strong emphasis on purposeful student choice. To support this volume of reading, units leverage four distinct types of texts: anchor or core texts, book club texts, independent reading texts, and supplemental whole class texts.

To ensure all students succeed, the program relies heavily on differentiation, digital tools, and robust assessment frameworks. Teachers routinely personalize instruction through graphic organizers, pre-teaching, and small-group or individual conferences. For students requiring additional assistance, the core curriculum is reinforced by specialized interventions, such as the Leveled Literacy Intervention with systematic phonics, supported by school reading specialists and English learner educators. Furthermore, targeted digital resources are used to gather immediate data and deliver individualized feedback. Ultimately, student progress is tracked through a balanced assessment plan where units culminate in authentic performance tasks, such as multi-draft essays, Socratic seminars, or project-based learning experiences, that require students to synthesize, evaluate, and advocate a position.

3.2. Textbook Adoption.

LCPS currently follows School Board Policy 5130 (Attachment 1) which establishes the procedures for textbook adoption for local use.

3.3. Instructional Resources Subject to Review.

This RFP seeks to review instructional resources for the following courses and needs:

High School Courses	
English 9 Academic / Honors	In ninth grade, students continue to build upon skills previously learned in earlier grades. There is a continued emphasis on reading comprehension by comparing fiction and nonfiction texts. In fiction texts, students will apply knowledge of literary terms and analyze a variety of genres. In ninth grade, there will be an increased emphasis on expository reading, and students will make inferences and draw conclusions using explicit and implied textual evidence. The student will continue to expand vocabulary using the structural analysis of roots and affixes to understand complex words as well as specific vocabulary in reading materials. The student will also plan, draft, revise, and edit while writing in a variety of forms with an emphasis on analysis and persuasion while defending a position using counterclaims, reasons, and evidence from credible sources. Students will analyze and interpret the social, commercial, and/or political motives behind media messages. Students will use multimodal tools to create presentations both independently and in small groups. The student will apply research techniques to analyze information gathered from diverse sources by identifying misconceptions and possible bias citing both quoted and paraphrased information using either MLA or APA style. Students will continue to work in collaborative groups assisting with setting rules and working toward consensus. The ninth-grade curriculum is based on the 2024 Virginia English Standards of Learning.
English 10 Academic / Honors	In tenth grade, students continue to build upon skills learned in earlier grades. There is a sustained emphasis on reading comprehension by comparing fiction and nonfiction texts. Students will analyze the cultural and social function and universal themes of fictional texts from different cultures. Tenth-grade students will analyze and synthesize information from nonfiction texts to solve problems, answer questions, and generate new knowledge. The student will continue the development of vocabulary, with attention to connotations, idioms, classical allusions, and figurative language. The student will continue to use the writing process to write/compose with an emphasis on persuasion and analysis while showing relationships among claims, reasons, and evidence from reliable sources. The student will create media messages and analyze the cause-and-effect relationships between mass media coverage and public opinion trends. Students will continue to use multimodal tools to create presentations both independently and in small groups. The student will continue to build research skills presenting information gathered from diverse sources, identifying misconceptions and possible bias while crediting sources using MLA or APA style. The tenth-grade student will continue to become a skilled communicator, working both independently and in collaborative groups while presenting alternate views and working toward common goals. The tenth-grade curriculum is based on the 2024 Virginia Standards of Learning.
English 11 Academic / Honors	The eleventh-grade student continues to build communication skills by working both independently and in collaborative groups. In eleventh grade, there is a sustained emphasis on reading comprehension of fiction and nonfiction texts.

	<p>Students will conduct comparative analyses of multiple texts that address the same topic to determine how authors reach similar or different conclusions. The student will continue the development of vocabulary, with attention to connotations, idioms, classical allusions, and figurative language. The eleventh-grade student will continue to use the writing process to write/compose with an emphasis on persuasion/argumentation for multiple purposes and audiences to create focused, organized, and coherent writing. The student will create media messages and analyze the cause-and-effect relationships between mass media coverage and public opinion trends. Students will create persuasive multimodal presentations that address counterarguments. The student will engage in a research process that involves locating and evaluating reliable sources, integrating ideas from others, providing appropriate citations, and revising and editing. The eleventh-grade curriculum is based on the 2024 Virginia Standards of Learning.</p>
English 12 Academic	<p>In twelfth grade, there is a sustained emphasis on reading comprehension of fiction and nonfiction texts. Students will review multiple texts to identify and evaluate resources to make decisions and solve problems. The students will examine and analyze fiction texts evaluating how authors use key elements to contribute to meaning and interpreting how themes are connected across texts. The student will continue the development of vocabulary, with attention to connotations, idioms, classical allusions, and figurative language. The twelfth-grade student will continue to use the writing process to write/compose with an emphasis on persuasion/argumentation for multiple purposes and audiences to create focused, organized, and coherent writing. Students will write to a standard acceptable to both the workplace and to postsecondary education. The student will create media messages and analyze the cause-and-effect relationships between mass media coverage and public opinion trends. Students will create persuasive/argumentative multimodal presentations both independently and in collaborative groups. The student will produce a research product synthesizing information from primary and secondary sources while maintaining ethical and legal guidelines for gathering and using information. Students will continue to demonstrate the ability to work within diverse teams and collaborative groups working toward common goals. The twelfth-grade curriculum is based on the 2024 Virginia Standards of Learning.</p>
Creative Writing I-III	<p>Elective Creative Writing I-III provides a supportive environment in which students write prose, poetry, and drama and read examples of various genres. These courses focus on the study of the fundamental elements of creative writing, including developing strategies for writing creatively, practicing aspects of narrative writing, using poetic devices, and developing voice. In Creative Writing I and II, students maintain a writing portfolio, collaborate to critique and improve their work for final review, and seek opportunities for publishing their writing. In Creative Writing III, in addition to refining their own writing portfolio, students serve as staff members, create page spreads using publication software, and produce a high school literary print magazine and/or online website.</p>
Publishing Guide for Beginners	<p>A resource that shows students how to publish in the real world in many mediums (novels, blogging, podcasting, mixed media print, etc.). After developing authentic writing, students request guidance on how to publish beyond the classroom.</p>
African American Literature H	<p>This course builds on students' abilities in reading, writing, listening, and speaking through the exploration of a variety of literature that demonstrates and celebrates voices from a diverse, African-American perspective. The course, through texts and media, will emphasize interpretive and critical analysis skills developed through close reading and consideration of historical and cultural contexts.</p>

Journalism I-III H	Students learn the basics of newspaper production while serving as staff writers for the school newspaper. Units of study include school press law and ethics, layout and design, basic photography, basic publication technology, journalistic research, interviewing, plant preparation, and advertising. Students are introduced to publication software. In Journalism II and III students serve as staff or editors for the school newspaper.
Women's and Gender Studies	This course will offer an introduction to Women's and Gender Studies, exploring the meaning of gender in society. The primary goal of this course is to engage students with key issues, questions and debates in Women's and Gender Studies. This course will survey the impact of women in American and World History, as well as study literacy texts written by women. The course takes a detailed look at the Suffrage Movement, all the way up to Intersectional Feminism and the current issues facing young women today in America and around the world. Courses tackle the following questions: Why has gender been a primary organizing principle in society? How do 'gendered scripts' for dress, appearance and behavior emerge among different social groups and in different societies and historical groups?
Public Speaking I-II SEM	This elective course introduces students to key techniques and strategies for effective public speaking. This includes preparation for and delivery of speeches and presentations (live or recorded), interviews, or social/professional interactions. Students develop confidence through practice and feedback in non-threatening environments.
Film Studies	This course involves the study of classic and award-winning films. Students critique both the artistic and technical merits of the films, and they study the development of theme, plot, characterization, and setting in each production. Students will learn the vocabulary associated with film and use this vocabulary when creating movies and analyzing films.

3.4. Instructional resources must support the following LCPS instructional philosophy and approach:

Deeper Learning in Loudoun County Public Schools:

Deeper Learning is the process through which the learner becomes capable of applying what is learned in one situation to new situations. This process includes rigorous, authentic and student-centered instruction.

- **Rigor** is about providing cognitive demand and appropriate support so that every student in our classrooms is engaged in meaningful and complex intellectual work.
- Learning within an **authentic context** involves real-world tasks or tools, makes a real impact, and/or speaks to students' interests, backgrounds, or lived experiences. Authentic learning might be community connected and include ongoing reflection.
- Student-centered instruction is **culturally responsive** and **engaging**; it includes student agency, voice and choice, and multiple pathways.

Deeper Learning prepares learners to adapt to change, innovate, create solutions and make meaningful contributions to the world. The heart of this process is engaging students in authentic, challenging problems. When students engage in deeper learning, they develop the attributes and skills of the **LCPS Profile of a Graduate** (5Cs) as:

- critical thinkers
- communicators
- collaborators
- creators and contributors.

LCPS Instructional Framework:

The Instructional Framework defines the philosophy of instruction and expectations for learning for each and every student in every school within LCPS. The curriculum defines what to teach; the instructional framework describes how to teach to ensure engaging, authentic student learning experiences.

An Instructional Framework is:

- A shared vision of effective instruction.
- Learner-centered.
- Applicable across all content areas and levels.
- The foundational piece that drives daily instructional and assessment practices.

The Instructional Framework will answer the following questions:

- What do we believe about learning?
- What dispositions and skills are essential for Loudoun County Public Schools learners?
- What constitutes effective and meaningful teaching and learning?

An Instructional Framework:

- Aligns curriculum, instruction, and assessment with district goals and provides a framework for ongoing professional learning for teachers.
- Leads to coherent instructional practices across the district that reduce or eliminate disproportionality in student achievement outcomes for historically marginalized students.
- Provides a way to measure progress and helps ensure that all educators in the district work together towards a common goal.

[Learn more about the LCPS Instructional Framework Teacher and Student Actions here](#)

4. STATEMENT OF NEEDS

4.1. General Requirement: Qualified Offerors are encouraged to submit a proposal for English 9-12 resources representing the following courses and needs:

- A. Secondary (Middle and High School) Universal Literacy Screening Tool.** Stand-alone or textbook-associated digital universal literacy screening or diagnostic tool to assess secondary students' performance in reading fluency, comprehension, and vocabulary.

High School Core Curricular Courses

English 9 Academic / Honors
English 10 Academic / Honors
English 11 Academic / Honors
English 12 Academic

High School English Elective Courses:

Creative Writing I-III
African American Literature H
Journalism I-III
Women's Studies
Public Speaking I-II SEM
Film Studies

- B. For Core English 9-12 Academic and Honors Courses, Offerors shall provide resources that align with the 2024 Virginia Standards of Learning for English, Reading, and Literacy.** Information is available on Virginia Department of Education (VDOE) 2024

English Standards of Learning page linked here: <https://www.doe.virginia.gov/teaching-learning-assessment/k-12-standards-instruction/english-reading-literacy/standards-of-learning>.

- C. **Customer and Technical Support.** Offerors shall provide customer and technical support for LCPS teachers and staff using contracted materials and related materials or services.
- D. **Digital Materials.** Offerors shall provide access to digital materials and platforms *gratis* for school administrators and instructional facilitators and coaches, as well as LCPS Department of Teaching & Learning staff for supervision and curriculum planning purposes as requested.
- E. **Online Accounts.** At the time of contract award, the Offeror shall provide LCPS with online accounts allowing for designated LCPS employees to access the contracted materials for review and planning purposes. Terms and conditions of pre-purchase access will be established during the negotiation phase of the RFP process.
- F. **Submission of Resources.** The Offeror agrees to prepare and submit an electronic file of the curriculum resources including supporting materials which meet [Web Content Accessibility Guidelines](#). Should the Offeror be a distributor of the materials and not the publisher, the distributor agrees to notify the publisher of its obligation to these files immediately. The files will be used to produce alternate format accommodations as permitted under the law.

4.2. Specific Requirements:

- A. All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein.
- B. LCPS seeks the following formats in both student editions and teacher editions for evaluation:
 - 1. Physical textbooks and instructional resources;
 - 2. Digital textbooks and instructional resources (ePub, PDF, online reader, digital platform suite, etc.); and
 - 3. Access to a digital textbook platform with interactive content and/or assessment features for teachers if applicable.

LCPS prefers to award ancillary resources for these courses in series but reserves the right to award resources that are not in series if in the best interest of LCPS.

- C. Digital materials must meet the technical requirements included in “Attachment B” herein and must conform to one or more of the following integration protocols for SSO and/or Rostering:
 - 1. Azure (SSO) - preferred
 - 2. IMS Global LTI (OneRoster, including ClassLink and Schoology)
 - 3. IMS Global QTI
 - 4. Clever
 - 5. Common Cartridge
 - 6. Thin Common Cartridge
- D. Multiple contracts may be awarded as a result of this RFP. A single Offeror may be awarded a contract which includes awards for multiple courses. LCPS reserves the right to award contracts for multiple resources to meet the needs of a single course or for use over several courses. LCPS reserves the right to consider a proposed resource for use with a course other than the one for which it was submitted. Both comprehensive products that offer content and digital practice as well as stand-alone digital tools will be considered, but the preference will be for a comprehensive product that also offers practice.
- E. All LCPS textbooks and resources are subject to an evaluation and adoption process which includes staff and community input with final approval by the School Board. As such, the following process will be followed (specific criteria and details of the process are as provided in this RFP):

1. Part 1: Evaluations of resources by a content focused Adoption Review Committee parallel to technical and user interface committee reviews, and school and community input.
2. Part 2: Recommendation by subject area Supervisor and Adoption Steering Committee to proceed with negotiations.
3. Part 3: Evaluation of proposed titles (and their related Ancillary Resources) that were selected for further review after evaluation. This includes:
 - a. Approximately 30-day public review and input,
 - b. Assistant Superintendent for Department of Teaching & Learning provides recommendation, and
 - c. School Board approval.

5. **SUBMISSION OF PROPOSALS**

- 5.1. Each Offeror shall respond to this solicitation using the LCPS Electronic Bidding System by August 7, 2026, at 2:00 PM (ET). Different forms of the proposal will NOT be accepted. NO FAXED, MAILED, OR E-MAILED PROPOSALS WILL BE ACCEPTED.
- 5.2. A “How-To Guide” for step-by-step instructions on how to respond to this solicitation can be found on the login page of the LCPS Electronic Bidding System via the following link: [LCPS Electronic Bidding System](#).
- 5.3. After your successful submission, the system will display “Response Submitted” followed by the date and time stamp in the “Response Status” field. It is the sole responsibility of the Offeror to ensure that their offer is submitted by the designated date and time stated. The digital signature must be signed by a person authorized to represent and bind the Offeror’s company. **An incomplete submission will NOT be considered.**
- 5.4. Requests for additional information or clarification of specifications must be sent via the LCPS Electronic Bidding System under the “Questions” tab. Requests for information must be received before the question cutoff date and time posted under the “Event Details” tab. Any material interpretation made to prospective Offerors will be expressed in the form of a written response or addendum to the solicitation which shall be posted on the LCPS Electronic Bidding System. It shall be the Offeror’s responsibility to monitor the website for changes. The addenda will be posted no later than three (3) business days before the opening date. Oral answers shall not be authoritative or provide any basis for reliance by an Offeror. Offerors shall acknowledge receipt of any addenda with their proposal. Offeror will receive a system-generated email notification if an addendum has been issued.
- 5.5. Upon award, the solicitation in its entirety including any forms, vendor response, and addenda shall be referred to as the contract.
- 5.6. Offeror must provide contact information where remittance will be sent under the “Attributes” tab.
- 5.7. Each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP. Failure to provide documentation with the Offeror's response to the RFP may result in the disqualification of the Offeror's proposal. This includes the technical documentation.
- 5.8. If a new edition of submitted materials becomes available, a copy of the new edition must be sent. The new edition will not be reviewed as part of review process; however, these submissions will be evaluated by content area specialists as “substitution” for the reviewed material.
- 5.9. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal are not desired. Elaborate artwork, expensive paper, bindings, press kits, display boxes, visual and other presentation aids **are discouraged** and will be separated from sample materials and **discarded**.
- 5.10. **Physical samples** do not require labeling so long as they match the titles & ISBNs provided on Exhibit IV - Completed Publisher’s Certification. **If there are exceptions or variances for any reason, they must be clearly indicated on the cover** of the physical sample.

5.11. If print samples have been submitted previously within the past year, they **should not** be submitted again.

5.12. **Sample materials shall be delivered to the following address:**

Proposals <i>(including digital access)</i>	Print Samples <i>(only submit if not previously provided)</i>
LCPS Electronic Bidding System found at LCPS website: https://www.lcps.org/o/business/page/ current-solicitations	Loudoun County Public Schools Administrative Building Attn: David Holt English Samples 21000 Education Court Ashburn, VA 20147

6. **PROPOSAL REQUIREMENTS**

6.1 **General Instructions.** Proposal Preparation:

- A. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in LCPS requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by Procurement & Risk Management Office. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- B. Proposals should be as thorough and detailed as possible so that LCPS may properly evaluate the Offeror's capabilities to provide the required service.
- C. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- D. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted in the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- E. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume with the exception of standalone attachments as defined later in this document.
- F. As used in this RFP, the terms "must," "shall," "should," and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a

“must” or “shall” requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror’s proposal.

- G. Ownership of all data, materials and documentation originated and prepared for LCPS pursuant to the RFP shall belong exclusively to LCPS and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of Va. Code § 2.2-4342(F), in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.
- H. The Offeror agrees to be bound by its proposal for a period of at least 365 days, during which time LCPS may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only the portion so amended or clarified.

6.2 Specific Proposal Instructions.

- A. Proposals should be as thorough and detailed as possible so that LCPS may properly evaluate the Offeror’s capabilities to provide the required service. Offerors are required to submit only the following items as a complete proposal to avoid submitting complete copies of the entire solicitation. This will help speed up the review process.
- B. In order to be considered for selection, Offerors must submit a complete response to this RFP. Should the proposal contain **proprietary information**, provide **one (1) redacted copy with proprietary portions removed or blacked out**. This copy should be clearly marked “Redacted Copy.” The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. LCPS shall not be responsible for the Offeror’s failure to exclude proprietary information from this redacted copy.

Proposal Section 1: Executive Summary and Approach

- A. Executive Summary.

One- or two-page executive summary of the proposal, including brief descriptions of the Contractor’s expertise and experience dealing with a contract of the size and scope of LCPS service operations, and a plan to address the requirements of the solicitation.

- B. Specific Approach for Providing Goods/Services.

The Offeror must submit a written statement indicating the Offeror’s understanding of LCPS’s requirements and the specific approach being proposed for providing those services—a school-wide vision for providing **English** resources as outlined in this RFP to meet the diverse needs of all learners, including students who receive special education, gifted and talented, and English Learner services. Explain and provide illustrative examples of how your resources extend beyond the Virginia 2024 English Standards of Learning (SOL).

Proposal Section 2: References and Related Experience

- A. References.

The Offeror shall provide at least two (2) contract references (K-12 experience is preferred) to enable LCPS to assess the quality of the Offeror’s past performance. The referenced contracts shall be similar in scope, magnitude, and complexity to that contemplated in this RFP.

B. Related Experience Questions.

In addition, Offerors must respond to the statements below. The responses must be in sufficient detail so that evaluators can ascertain the company's past performance.

1. Describe the overall reputation of your company providing *English* resources. Include all past relationships with public school divisions.
2. Provide information to support the consistent quality of service performed by your company, including letters of appreciation, contracts that have been renewed and long-standing relationships without contracts.
3. Describe your company's past relationship with other customers placing particular emphasis on partnering, teamwork, communication, and cooperation.
4. Provide any additional information explaining why awarding this contract to your company will be beneficial to LCPS.

Proposal Section 3: Capability and Skills

The Offeror shall provide a description of qualifications and skills of the organization and personnel that shall be responsible for performance of the service in accordance with the statement of needs in this RFP. Such description shall, at a minimum, include:

A. Company Information and Organization.

1. Provide background information about your organization, e.g., the philosophy, ownership, officers, and directors. Offeror shall indicate the type of organization they represent, e.g., individual, partnership, or corporation. If the Offeror represents a corporation or partnership, the Offeror should include the names of the President, Vice President, Secretary, Treasurer, and all principals or partners of the organization.
2. Describe your company's management structure, roles, and duties, e.g., organization chart of the firm, proposed staffing for this contract, etc.
3. Describe the financial stability of your company and other resources that most adequately ensure delivery of acceptable services to LCPS. The Offeror shall include a copy of the Offeror's most recent financial statement audited by an outside CPA firm.

B. Staffing Qualifications and Capacity.

1. Staffing/Personnel: Names, qualifications, and capabilities of key employees who will be associated with performing the services. List the following information for key personnel who are to work on the contract:
 - a. The name of the employee,
 - b. Employee's craft/position,
 - c. Years with the company and the amount of time they expect to spend on the contract, and
 - d. Primary point of contact for the contract, and their role within the Company.
2. Offeror's Capacity. The offeror's qualifications to perform the service include the ability to handle requests during peak demands.

Note for All Offerors: In addition to the information provided by Offeror in these Sections, LCPS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services and the Offeror shall furnish to LCPS all such information and data for this purpose as may be requested. LCPS reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. LCPS further reserves the right to reject any offer if the evidence submitted by, or investigation of, such Offeror fails to satisfy LCPS that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services

and/or furnish the goods contemplated therein.

Proposal Section 4A: LCPS Required Documents (to be completed)

Submit the following items within your proposal following the above items:

- A. Exhibit 1: Reference Form
- B. Exhibit 2: Proprietary Confidential Information Identification
- C. Exhibit 3 - Quality Assurance and Editing Process (complete)
- D. Exhibit 4 - Publisher's Certification and Agreement (complete)
- E. Exhibit 5 - Author(s)/Editor(s) and Content Review Expert Information (complete)

Proposal Section 4 B: Documentation submitted as stand-alone documents (Attachments)

Submit the following documents as separate stand-alone documents, named as the corresponding attachment letter and title.

Important Note: Adoption review participants are not permitted to have any direct contact with publishers/vendors or their representatives and associates during the process. For this reason, do not include any contact information or information about who our sales associate or customer service representative is within these documents or within any digital review components.

Attachment A – Create/provide Executive Summary & Specific Approach

In addition to including the required information in Proposal section 1a above within the proposal document, also include a stand-alone PDF version of the one to three-page Executive summary and Specific Approach.

Attachment B – Complete Technical Requirements of Digital Products

Submit completed and as a stand-alone Spreadsheet document for each digital platform on which digital texts and resources will reside. DO NOT SUBMIT INCOMPLETE. There will not be time to request follow-up.

Attachment C – Complete LCPS General English Requirements Rubric

Complete and submit ONE stand-alone PDF for each 9-12 series and each elective course title you are submitting

Attachment D - Complete Vertical Articulation 2024 SOLs 9-12 Standard Correlations

Complete and submit ONE stand-alone PDF for each 9-12 series you are submitting for English 9012 Academic & Honors.

Attachment E - Complete Universal Literacy Screening Tool Criteria

Whether submitting a universal literacy screening tool that is associated with a textbook series or a stand-alone tool, complete the unique criteria rubric for each digital screening tool being submitted for consideration.

Attachment F - Create/provide Publisher's Submitted Titles & Formats

In addition to including the required information in *Exhibit 4, Publisher Certification & Agreement* within the proposal document, also include a stand-alone PDF version of ***just the table of resource titles etc.*** as Attachment E.

Attachment G – Provide a prepared 20-30 minute Introductory Video

(Preferred for all submissions but optional for elective courses)

The introductory video is to introduce each textbook platform/series/resource being submitted for consideration to review committees. This may be something that already exists or something that is prepared just for this purpose.

Attachment H - **Complete Accessibility & Adaptability details**

Complete the vendor self-reflection regarding the user interface criteria for each digital platform being submitted as a potential solution.

Attachment I - **Create and provide digital review information**

Complete and provide digital review information as noted in the samples section below.

Attachment J – **Complete Points of contact**

Complete and submit a stand-alone PDF indicating whom to contact for various circumstances.

Attachment K - **Sign and provide Data Privacy Agreement**

Complete and sign the Standard Student Data Privacy Agreement. (DPA). Individual changes will not be permitted.

Attachment L – **Complete the Pricing Schedule**

Include all options listed above in RFP Section 3 throughout the contract period and renewal options.

Proposal Section 5 - Samples

- A. **Publisher / vendor provided digital review information.** All of the below should be contained within one stand-alone PDF document with the login information on the first page. Name the document “Digital Review Access.” Do not include an attachment letter as this document will also stand-alone for school staff reviews.
1. Provide an access URL and *already created* usernames, and passwords as needed. Include Accounts to view the product as a 1) student *and* 2) teacher (access limited to LCPS staff).
 2. Include any overview and/or navigation information for the digital product necessary for the reviewer to access and review the product.
 3. *Note:* Should you become a finalist for consideration, a second version of this document with just student credentials will be requested (with a quick turn-around) for public review.
- B. **Notes regarding digital review information:**
1. If a shared login can be used, it is preferred. If not, provide logins for up to 75 reviewers.
 2. Logins should remain active through February 28, 2027.
 3. In addition to individual reviews, the teacher and student accounts will be used for open school reviews and the student accounts for public previews (provided via the LCPS website), should your product be chosen as a finalist.
 4. If your product does not offer SSO and integration, also provide an admin account and directions for account creation and management (for review).
- C. **Offerors must submit 1 hardcopy student edition and 1 hardcopy teacher edition per grade level and/or specific content area of the curriculum and resources.** Failure to provide a print copy of the material by the closing date of this RFP will not render the proposal non-responsive; however, it is preferred that the print resource be submitted for review. **IF PREVIOUSLY SUBMITTED THROUGH PREVIOUS RFP ADOPTION, DO NOT SUBMIT PRINT SAMPLES AGAIN.**
- D. **Send only the texts as requested** (no cardboard displays or sales/press/sample kits that contain more than just the requested student and teacher texts). You may include relevant

secondary resource samples, but this is not a requirement at this time. Shipping information is included below within REQUIRED SUBMITTALS. The samples submitted must match items listed within Exhibit 4: Publisher's Certification.

Proposal Section 6: Proposed Pricing

- A. The format for each line item (printed hardcopy, digital access, or interactive digital platform) should be identified.
- B. Bundles including more than one item may be listed as a single line item, but **details of the items included in each bundle must be clearly stated on the pricing schedule** or an accompanying document.
- C. Materials which will be offered gratis based on volume or otherwise should be identified and the details of the discount included.
- D. **Multiple subscription length options for online resources are preferred and each should be listed as a separate line item on the Pricing Schedule.** LCPS requests the Offeror include one (1) year, four (4) year, and seven (7) year subscription length options in their cost proposal, if available. Pricing will be aligned with the following contract period options:

Four (4) year initial term with five (5) optional one (1) year renewal periods
Seven (7) year initial term with two (2) optional one (1) year renewal periods

- E. LCPS expects vendors to provide the necessary professional learning to teachers and content offices for onboarding of the digital resources and supporting the efficacy of the resource's implementation throughout the adoption. State what professional learning is included with the acquisition and what additional fee based services are offered.
- F. Any other costs that may arise throughout the life of the contract should also be identified in the Cost Proposal. Refer to Attachment J: Pricing Schedule.

Proposal Section 7: Additional Information

Provide LCPS with other information that may be pertinent.

7. PRICING SCHEDULE

- 7.1 The price will not increase throughout the life of the contract.
- 7.2 As required by Va. Code § 22.1-241, the contract price shall not exceed the lowest wholesale price at which the resource involved in the contract are currently bid under contract anywhere in the United States.
- 7.3 In accordance with Va. Code § 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 LCPS and give LCPS 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.
- 7.4 Unit prices must remain firm for the duration of the contract.
- 7.5 Offerors must provide contact information where payment will be rendered under the "Attributes" tab.
- 7.6 Unless stated otherwise in the solicitation, Offerors shall state offer prices in U.S. dollars.

8. TEXTBOOKS RESOURCES

- 8.1 During the evaluation process, the Offeror may be asked to provide any or all of the following as a sample provided for evaluation purposes, unless any of these formats are unavailable for a

proposed resource. Additional copies of the items below may be requested throughout the evaluation process and all samples shall be provided to LCPS free of charge and delivered to the addresses provided in RFP Section 5.12.

- A. The print version of the proposed student and teacher textbooks.
- B. The offline version of the proposed student and teacher textbook resources in electronic format.
- C. Login information allowing users to access the online student and teacher components related to the proposed resource. Logins may be requested which have administrative privileges. Logins may also be requested which are equivalent to a student account or a teacher account.
- D. A full set of electronic ancillary resources for each proposed textbook which cannot be accessed using the log in information requested in “Proposal Submission Requirements” Offeror’s Proposal Section 5- Samples, above.

9. **EXCEPTIONS AND DEVIATIONS FROM THE RFP**

If there is an exception or deviation in any proposal offer from the terms, condition, and specifications prescribed in this RFP, it must be noted under the “Attributes” tab of the LCPS Electronic Bidding System. LCPS reserves the right to determine the responsiveness of any deviation.

10. **EVALUATION PROCESS**

- 10.1 A Proposal Analysis Group (PAG) has been established to review and evaluate all proposals submitted in response to this RFP. The group shall conduct a preliminary evaluation of all proposals based on the information provided with the Offeror’s proposal, and the evaluation criteria listed below. Based upon this review, the highest rated Offeror(s) may then be invited to make oral presentations.
- 10.2 If additional information is requested, Offeror must respond within forty-eight (48) hours.
- 10.3 No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the PAG or any person involved in the evaluation of the proposals. PAG members will refer all calls related to this solicitation to the Procurement & Risk Management Office. Failure to comply with this directive may, at the sole discretion of LCPS, result in the disqualification of an Offeror from the procurement process.
- 10.4 Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals based on the evaluation factors included in the RFP, including price, if so, stated in the RFP. Negotiations shall be conducted with the Offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, LCPS shall select the Offeror(s) which, in its opinion, has made the best proposal, and shall award the contract to that Offeror(s).
- 10.5 LCPS may cancel this Request for Proposals or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Va. Code § 2.2-4359(D)). Should LCPS 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.
- 10.6 Acceptance or Rejection: LCPS reserves the right to accept or reject any or all proposals, in whole or in part, to take exception to any RFP specifications, to make an award based solely on the proposals received or to negotiate further with one or more offers. Failure to comply with the RFP by an Offeror may be grounds for the exclusion of such Offeror from further consideration by LCPS. Selection: The selection by LCPS of any proposal as ultimately negotiated will be at the School System’s entire discretion, which discretion shall extend to purely subjective considerations solely exercisable by the LCPS without regard to a claimed

lowest cost by any proposed vendor. LCPS is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous.

11. **SELECTION CRITERIA**

- 11.1 The following factors will be considered in the award of this contract - ***full criteria and scoring details available in Attachment 3, Evaluation Process & Criteria.***
- A. Assessment of product's ability to address the General English requirements, ***Attachment C.***
 - B. Assessment of product's ability to address the VDOE 2024 English Standards of Learning or College Board big ideas and learning objectives for the AP courses, ***Attachment D.***
 - C. Assessment of product's ability to address the user-interface criteria, ***Attachment G.***
 - D. Assessment of product's ability to meet the technical requirements, ***Attachment B.***
 - E. Reasonableness of the cost proposal that includes curriculum, professional learning, and/or implementation support, ***Attachment J.***
- 11.2 LCPS reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.
- 11.3 The Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 11.4 Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, Offerors should submit such additional material within 48 hours of requests.
- 11.5 Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this RFP will be classified as "acceptable." Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning the same will be conducted.

12. **ORAL PRESENTATION**

- 12.1 Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to LCPS. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. LCPS will schedule the time and location of these presentations. Oral presentations are an option of the School System and may or may not be conducted.
- 12.2 The Offeror's Project Team must be in attendance to represent all phases of services requested.
- A. The Project Team and services must be presented by the Project Manager who will be assigned to LCPS projects.
 - B. Firm principals, not responsible for project management, and marketing professionals may participate in the presentation in a supportive role only.
- 12.3 The number of proposals received will determine the actual schedule. LCPS will communicate the dates later in this process.

13. **AWARD OF CONTRACT**

- 13.1 The award, if any, will be made to the responsive and responsible Offeror(s) that meets or exceeds the specifications and conditions of the request for proposals, that offers the best value and is determined to be to the best advantage to LCPS.
- 13.2 Curricular focused review committees are established to review and evaluate all proposals submitted in response to this RFP. The Committees shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed in this RFP.
- 13.3 No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Adoption Committees, any person involved in the evaluation of the proposals, or any other LCPS teachers, students, parents or administrators. Adoption Committee members will refer any and all calls related to this procurement to the procurement official named in this solicitation. Failure to comply with this directive may, at the sole discretion of LCPS, result in the disqualification of an Offeror from the procurement process.
- 13.4 Based on the results of the preliminary evaluation, final recommended resources will be presented for a thirty (30) day public review period with a final opportunity for public input. The Adoption committee will consider and include public comments in their final evaluation and recommendation to the Assistant Superintendent of Instruction.
- 13.5 LCPS reserves the right to reject any or all proposals received and to waive technicalities in any proposal.
- 13.6 LCPS reserves the right to award the proposal in total, by item, or by group of related items.
- 13.7 LCPS reserves the right to make multiple awards as a result of this solicitation.
- 13.8 LCPS reserves the right to reject any and all proposals in whole or in part, to waive technical defects, irregularities, and omissions if in its judgment the best interest of LCPS will be served.
- 13.9 Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the Purchasing Agent will publicly post such notice on the LCPS website (www.lcps.org) for a minimum of ten (10) days.

14. **PROTEST OF AWARD OR DECISION TO AWARD**

Any Offeror who desires to protest the award or decision to award the contract shall submit the protest in writing to LCPS Procurement & Risk Management Office no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential Offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit the protest in the same manner no later than ten (10) days after posting or publication of the notice of such contract as provided in Va. Code § 2.2-4303. If the protest of any actual or potential Offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction that are subject to inspection under Va. Code § 2.2-4342, then the time within which the protest shall be submitted shall expire ten (10) days after those records are available for inspection by such Offeror under Va. Code § 2.2-4342, or at such later time as provided in this provision. All protests must be received by LCPS Procurement & Risk Management Office no later than 5:00 p.m. on the tenth day. If the tenth day falls on a weekend or an official holiday, then the ten-day period expires at 5:00 p.m. on the next regular business day. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. The written protest shall include the basis for the protest and the relief sought. Procurement & Risk Management Office shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten (10) days of receipt of the written decision by instituting legal action under Va. Code § 2.2-4364.

15. **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

No Offeror, potential Offeror, or Contractor shall institute any legal action against LCPS until all administrative remedies available under the above provisions have been exhausted and until all requirements of School Board Policy, and, to the extent applicable, the Virginia Public Procurement Act, have been met.

16. **NEW RELEASE BY VENDOR**

News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of LCPS. All proposed news releases will be routed to Procurement Services for review and approval.

17. **SUPPORTING SERVICES**

17.1 Consultation Support: The Contractor's staff must be available for consultation with LCPS staff on an as-needed basis between 8:00 a.m. and 5:00 p.m. Eastern, Monday through Friday.

17.2 Maintenance Support: The Contractor must include direct contact to a level 3 technical specialist to assist in the integration startup, review, and adjustment phases. A support contact method should be identified for teachers as well as a direct contact that can be used by district staff for escalation and reporting wide-spread issues to facilitate resolution.

17.3 Professional Learning & Development: The Contractor must provide sufficient learning opportunities for all relevant instructional staff, to include a comprehensive introduction to the new resource and annual opportunities for new staff to learn about the resource or for others to refresh their skills, throughout the length of the contract. Include details of a professional learning and development plan (with in-person and virtual opportunities considered) and indicate the professional learning and development is included by stating *gratis* or include the cost as a line item within each potential contract's price table.

17.4 These supporting services should be included in the total cost for the purchase.

18. **SAFEGUARDS OF INFORMATION**

18.1 Unless approved in writing by the Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Contractor under the final contract.

18.2 Contractor shall sign the Data Privacy Agreement(*Attachment K*).

18.3 For purposes of obtaining access to Student Records in connection with the performance of this contract, each employee or agent of the Offeror shall abide by the requirements of sections 18.4 and 18.5 below.

18.4 The Offeror hereby covenants and agrees that it shall maintain in strict confidence and trust, and that it shall cause each employee of the Offeror and all other agents of the Offeror to maintain in strict confidence and trust, all student records, reports, and other documents or materials of any nature relating to any student enrolled in Loudoun County Public Schools (collectively, the "Student Records"). The Offeror shall not misuse or disclose and shall take all reasonable steps necessary to ensure that no employee or agent of the Offeror shall misuse or disclose any Student Records.

18.5 Upon expiration or termination of the contract, the Offeror shall take all reasonable steps necessary to cause each employee of the Offeror and all agents of the Offeror to promptly deliver to the LCPS designated representative all Student Records in their possession. The Offeror shall (i) designate one employee to be responsible for ensuring the Offeror's confidentiality of Student Records, (ii) train the Offeror's staff members with regard to confidentiality responsibilities, and (iii) maintain at all times a list of the Offeror staff members with access to Student Records.

19. **BACKGROUND CRIMINAL INVESTIGATION/IDENTIFICATION**

- 19.1 By the signature of its authorized official on the response to this solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents or subcontractors who will have direct contact with students has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The Contractor agrees to remove from the contract any employee, agent or subcontractor who has been determined by the School Board to be disqualified from service due to such convictions or the failure to truthfully report such convictions.
- 19.2 The Contractor shall immediately notify the LCPS Purchasing Agent if any Contractor or employee of said Contractor providing services under the contract is arrested or indicted as a defendant in Virginia or any other jurisdiction. LCPS reserves the right to require that the employee be suspended from working on the contract until the charge(s) is adjudicated. This requirement does not apply to minor traffic violations, not requiring the appearance of the employee in court, unless the charge includes the illegal possession, distribution, use or influence of drugs or alcohol.
- 19.3 Due to enhanced security measures, Contractor employees/representatives are required to have photo identification and be able to present the same upon request. Contractor employees/representatives shall report to the appropriate administrative and/or main office each time a site is visited. **All Contractor employees will be required to wear a company picture ID badge, or temporary name tag, issued by the LCPS, clearly visible above the waist.** Contractor employees/representatives who arrive at the School facility/Admin Building without appropriate identification badges will immediately be dismissed from the job site.
- 19.4 Failure to comply with the above requirements may result in termination of the contract.

GENERAL TERMS AND CONDITIONS

20. **AUTHORITY**

The Purchasing Agent shall serve as the principal purchasing official for LCPS and shall be responsible for the procurement of goods and services, with the exception of design and construction, the responsibility for which shall reside with the Chief Financial Officer. In the discharge of these responsibilities, the Purchasing Agent may be assisted by other staff. Any purchase order or contract made contrary to these provisions and authorities shall be of no effect and void, and LCPS and the School Board shall not be bound thereby.

21. **DEFINITIONS**

The following terms, whether capitalized or lowercase, shall have the following meanings, as used in this solicitation or any awarded contract:

BUSINESS DAY or *WORKING DAY*: The term "business day" or "working day" shall mean any day that the LCPS Administrative Office is open. Unless otherwise specified, business or working days are Monday through Friday from 8:00 a.m. to 5:00 p.m., and shall not include Saturday, Sunday, or any holiday observed by LCPS. The term "day" shall mean the calendar day.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County

LCPS: Loudoun County School Board, operating as Loudoun County Public Schools the contracting entity.

OFFEROR: Any individual, company, firm, corporation, partnership or other organization submitting a proposal in response to a solicitation issued by the Purchasing Agent and offering to enter into contracts with LCPS.

PURCHASING AGENT: The Purchasing Agent employed by LCPS and formally appointed, supervised and subject to the direction of the LCPS Superintendent or his/her designees.

REQUEST FOR PROPOSAL (RFP): A request for an offer from prospective offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement. All RFPs are made pursuant to School Board Policy which is in compliance with the Virginia Public Procurement Act, Va. Code § 2.2-4300, *et. seq.*

SOLICITATION: The process of notifying prospective offerors that LCPS wishes to receive proposals on a set of requirements to provide goods or services. The notification of LCPS requirements may consist of public advertising (LCPS Web Site or other electronic notification), the emailing Notices of Solicitation or Request for Proposal (RFP), the public posting of notices, newspapers advertisement, or issuance of an informal solicitation to include telephone calls to prospective offerors.

22. **SOLICITATION CONTACT**

All contacts between Offerors or prospective Offerors shall be only with the Purchasing Agent or other designated employee of LCPS. No Offeror or potential Offeror shall initiate or engage in any discussions with any other employee of LCPS or any member of the School Board while a solicitation is outstanding concerning the contents of such solicitation or with the intent to influence or interfere with the contract award authorized by and described in such solicitation. A violation hereof may result in a disqualification of such Offeror.

23. **QUALIFICATIONS OF OFFERORS**

LCPS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to Procurement & Risk Management Office all such information and data for this purpose as may be requested. LCPS reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. LCPS further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy LCPS that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

24. **MANDATORY USE OF FORMS AND TERMS AND CONDITIONS**

Failure to submit a proposal on the official LCPS forms provided may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, LCPS reserves the right to decide on a case-by-case basis, in its sole discretion, whether to reject such a proposal.

25. **TAX EXEMPT STATUS**

LCPS is exempt from the payment of any federal excise or Virginia sales tax. The price must be net, exclusive of taxes. When, under established trade practice, any federal excise tax is included in the list price; Offeror may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by LCPS. All Offerors, however, shall assure that all their real and personal property taxes owed to the County of Loudoun are paid prior to submitting a proposal.

26. **INSURANCE**

26.1 Contractor shall be responsible for its work, services, and/or products and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description in connection therewith. Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed in connection with the work, services, and/or products, and for damage or injury to property or persons, wherever located, resulting from any action, omission, commission or operation connected in any way whatsoever with Contractor's work, services, and/or products.

26.2 Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the provision of work, services, and/or products, the insurance coverages, limits, and endorsements described hereunder. Required insurance coverages must be acquired from

insurers with an A.M. Best Rating of A- or better, licensed to conduct business in the Commonwealth of Virginia, and acceptable to LCPS.

- 26.3 Subcontractors' and Suppliers' Liability Insurance—Contractor's provision of work, services, and/or products shall not be construed as creating any contractual relationship between any subcontractors or suppliers and LCPS. Contractor shall be as fully responsible to LCPS for the work, services, and/or products of its subcontractors and suppliers and persons employed by subcontractors and suppliers as it is for acts and omissions of persons directly employed by Contractor.

If work involves subcontractors, Contractor shall require all subcontractors (of every tier) to meet the same insurance criteria as required of Contractor. The subcontractor's insurance must name the Loudoun County School Board as additional insured. Contractor shall maintain each subcontract's certificate of insurance on file and provide such information to LCPS for review upon request.

- 26.4 Certificates of Insurance—Contractor shall provide these insurance requirements to their insurance agent/broker for their evaluation and the processing of an original, signed Certificate of Insurance showing evidence of coverages and that Loudoun County Public Schools is the Certificate Holder. Emailed electronic scans of the original certificate from Contractor's insurance representative will be accepted. The certificate shall be filed with the LCPS Procurement Office, Hind Zegoud, Procurement Supervisor, hind.zegoud@lcps.org prior to the provision of work, services, and/or products.

On request by LCPS, Contractor will provide certified copies of all required insurance policies within ten (10) business days. The certified copies shall be sent to LCPS from Contractor's insurance representative. Any request made under this provision shall be deemed confidential and proprietary.

- 26.5 The certificates shall provide evidence that the following minimum insurance coverages, limits, and endorsements required herein are in full force and effect. Contractor's insurance agents/brokers shall provide insurance policy endorsements for those coverages below:

- A. Workers' Compensation Insurance—Virginia Statutory Benefits
- B. Employers' Liability Insurance—\$1,000,000 each accident and each employee
- C. Commercial General Liability Insurance—\$2,000,000 each occurrence and on an annual aggregate "per project" basis. Coverage shall name Loudoun County School Board operating as Loudoun County Public Schools as an Additional Insured and shall include coverages, not limited to, Products/Completed Operations, Independent Contractors, Contractual Liability, and Cross Liability.
- D. Business Automobile Liability Insurance—\$1,000,000 combined single limit each occurrence. Coverage shall include liability for Owned, Non-Owned, and Hired vehicles. In the event Contractor does not own vehicles, Contractor agrees to maintain coverage for Hired and Non-Owned Automobile Liability which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Automobile Liability policy.
- E. Umbrella or Excess Liability Insurance over the above-listed coverages, naming Loudoun County School Board operating as Loudoun County Public Schools as an additional insured, as per the underlying or primary Liability insurance—\$1,000,000 each occurrence and aggregate limit shall be designated to apply per project.
- F. Professional (Errors and Omissions) Liability Insurance with a minimum limit of \$1,000,000 per claim to cover the negligence, wrongful acts, errors, or omissions for Contractor's professional services and legal liability. It is preferred that the coverage be on an occurrence basis. Examples of Contractor's professional services include, but are not limited to, those with specialized knowledge or skills and those required to be licensed or certified to perform the required scope of work or services. If Professional

Liability insurance is included by endorsement in the General Liability policy, please so indicate evidence of coverage on the Contractor's certificate of insurance.

- G. Cyber Liability-If Contractor provides cloud-based information technology services and solutions as part of the contract, Contractor must also provide coverage for Cyber Liability Coverage to assist in data loss or security breach in the amount of \$3,000,000 per occurrence.
- 26.6 The amount of insurance provided in the aforementioned insurance coverage shall not be construed to be a limitation of the liability of the Contractor.
- 26.7 Deductibles or Self Insurance Retentions—Contractor is responsible to pay any and all deductibles and/or self-insurance retentions that may apply to the required insurance.
- 26.8 Failure of Contractor to obtain and maintain the required insurance shall constitute a breach of contract and Contractor may be liable to the Loudoun County School Board for any and all cost, liabilities, damages, and penalties (including attorney's fees, court, and settlement expenses) resulting from such breach, unless the Loudoun County School Board provides Contractor with a written waiver of the specific insurance requirement.
- 26.9 Additional Insured Status—Contractor agrees the liability insurance coverages as specified herein for Contractor's work, services, and/or products shall be endorsed to include LCPS as an Additional Insured. The Additional Insured status shall be provided with endorsements providing equal or broader coverage for Designated Person or Organization; Owners, Lessees, or Contractors; and Contractor's Products-Completed Operations (your work) whether required by, or in the absence of, a written contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured shall read "Loudoun County School Board operating as Loudoun County Public Schools, its officers and employees."
- 26.10 Waiver of Subrogation—Contractor agrees to a Waiver of Subrogation against LCPS, its officers, employees and its insurer, for each required policy herein. When required by its insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer or Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.
- 26.11 Notice of Cancellation, Non-Renewal, or Material Change in Coverage—Contractor shall provide a new certificate prior to any change, renewal, or cancellation date. There shall be no cancellation, non-renewal, material change, or potential exhaustion of aggregate limits of insurance coverages without forty-five (45) days written notice by Contractor or its insurer. LCPS shall have the right, but not the obligation, of prohibiting Contractor from providing work, services, and/or products until a new Certificate of Insurance evidencing the replacement coverage is provided to LCPS. Contractor agrees LCPS reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to LCPS. If Contractor fails to maintain the insurance as set forth herein, Contractor agrees LCPS shall have the right, but not the obligation, to purchase replacement insurance, which Contractor agrees to reimburse any premiums or expenses incurred by LCPS.
- 26.12 Right to Revise or Reject—LCPS reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, based on the insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work/specifications affecting the applicability of coverage, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, LCPS reserves the right, but not the obligation, to review and reject Contractor's insurer due to its poor financial condition or failure to operate legally in the Commonwealth of Virginia. In such events, LCPS shall provide Contractor written notice of such revisions or rejections.

26.13 No Representation of Coverage Adequacy. The coverages, limits, or endorsements required herein protect the primary interests of LCPS, and Contractor agrees in no way shall these required coverages be relied upon when assessing the extent or determining appropriate types and limits of insurance coverage to protect Contractor against any loss or risk exposures herein or otherwise.

26.14 Contract Control of All Tasks—Contractual and other liability insurance shall not contain a supervision or inspection exclusion that would preclude LCPS from supervising and/or inspecting the work, services, and/or products provided. Contractor shall assume all on- the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractors.

27. **EQUAL PRODUCTS**

27.1 The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable LCPS to determine if the product offered meets the requirements of the solicitation. In competitive negotiation, only the information furnished with the proposal will be considered in the evaluation.

27.2 Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the Offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.

27.3 Unless otherwise indicated, any specification for an item of equipment shall be interpreted to include not only the item of equipment specified, but also those parts, items, appurtenances and accessories reasonably necessary to make the equipment complete and working.

28. **JOINT AND COOPERATIVE PROCUREMENT:**

28.1 As authorized in Va. Code § 2.2-4304, if applicable, this procurement is being conducted on behalf of or in conjunction with one or more public bodies, agencies, institutions, or localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor.

28.2 Offerors are advised that the resultant contract(s) may be extended, with the authorization of the Offer, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, and payment. LCPS acts only as the “Contracting Agent” for these public bodies. Failure to extend a contract to another public body will have no effect on consideration of Contractor’s offer.

28.3 It is the Contractor’s responsibility to notify the public body(s) of the availability of the contract(s).

28.4 Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.

28.5 Each public body shall execute a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract’s terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

28.6 LCPS shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

29. **VIRGINIA FREEDOM OF INFORMATION ACT**

All proceedings, records, contracts, and other public records relating to procurement transactions shall be open to inspection in accordance with the Virginia Freedom of Information Act, except as provided in Va. Code § 2.2-4342. Nothing contained in this provision shall be construed to require LCPS, when procuring by competitive negotiation (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to LCPS.

30. **VA SCC COMPLIANCE**

30.1 Pursuant to Va. § 2.2-4311.2(B), an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the Offeror is not required to be so authorized. Offeror that fails to provide the required information may not receive an award. An Attribute verifying compliance with the SCC must be submitted with the proposal. Refer to the "Attributes" tab of the LCPS Electronic Bidding System.

30.2 For more information on this requirement, Offerors should consult with their attorney and/or contact the Virginia State Corporation Commission at (804) 371-9967; or email at gscinfo@scc.virginia.gov. Their website is: www.scc.virginia.gov/index.aspx.

31. **CERTIFICATION OF OFFEROR**

31.1 As required by Va. Code § 22.1-296.1, the Contractor hereby certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during any school activities shall:

- A. Have been convicted of any violent felony as set forth in the definition of barrier crime in Va. Code § 19.2-392.02 (A), or
- B. Any offense involving the sexual molestation, or physical or sexual abuse, or rape of a child, or the solicitation of any such offense; or
- C. Have been convicted of any crime of moral turpitude.

31.2 Verification of compliance must be submitted with the proposal response. Refer to the "Attributes" tab of the LCPS Electronic Bidding System.

31.3 If you have any questions concerning this law and its requirements on school boards in Virginia, please feel free to contact Ms. Andrea Philyaw at 571-252-1270 or andrea.philyaw@lcps.org.

32. **DEBARMENT STATUS**

By submitting a proposal, the Offeror (including any partner, associate, or subcontractor associated with the provision of good/services under this solicitation) certifies that they are not (1) currently debarred or excluded from conducting business or submitting bids/proposals or on contracts by LCPS, any local government or agency of the Commonwealth of Virginia, or the Federal Government; (2) an agent of any person or entity that is currently debarred or excluded from conducting business or submitting bids/proposals on contracts by LCPS, any local government or agency of the Commonwealth of Virginia, or the Federal Government; or (3) suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving federal contracts, certain subcontracts, and certain federal assistance and benefits

33. **NON-DISCRIMINATION IN PUBLIC CONTRACTING**

33.1 An Offeror shall not be discriminated against in the solicitation or award of this contract because of race, color, national or ethnic origin, religion, sex, pregnancy, childbirth or related medical conditions, sexual orientation, gender identity, marital status, disability, age, or genetic

information, faith-based organizational status, any other basis prohibited by state or federal law relating to discrimination in employment.

- 33.2 If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, LCPS shall offer the individual, within a reasonable period of time after the date of his/her objection, access to equivalent goods, services, or disbursements from an alternative provider.
- 33.3 By submitting their proposals, Offerors certify to LCPS that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act, and Va. Code § 2.2-4311. Awards made to a faith-based organization shall also comply with the **FAITH-BASED ORGANIZATIONS** clause.

34. **ETHICS IN PUBLIC CONTRACTING**

- 34.1 Each Offeror shall certify, upon signing their proposal, that to the best of their knowledge no LCPS official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment or rescission of the contract made or could affect payment pursuant to the terms of the contract.
- 34.2 Whenever there is reason to believe that benefit of the sort described in paragraph “a” has been or will be received in connection with a proposal, or contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, LCPS, as a prerequisite to payment pursuant to the Contractor, or at any time, may require the Contractor to furnish, under oath, answers to any questions related to such possible benefit.
- 34.3 In the event the Offeror has knowledge of benefits as outlined above, this information should be submitted with its proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the Offeror shall address the disclosure of such facts to the Purchasing Agent of LCPS. The relevant RFP Number (see cover sheet) should be referenced in the disclosure.
- 34.4 No employee or former employee with official responsibility for procurement transactions may accept employment with any Offeror or Contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the end of employment with LCPS unless the employee or former employee provides written notification to the division prior to commencement of employment by that Offeror or Contractor.
- 34.5 By submitting their proposal, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction 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.

35. **THE AMERICANS WITH DISABILITIES ACT**

IF, DUE TO A DISABILITY, YOU NEED ASSISTANCE TO ENABLE YOU TO PARTICIPATE MEANINGFULLY IN THE PROCUREMENT PROCESS, PLEASE CONTACT THE DIRECTOR OF PROCUREMENT AND RISK MANAGEMENT AT 571-252-1270 AT LEAST FIVE (5) BUSINESS DAYS PRIOR TO THE PROPOSAL DUE DATE.

CONTRACTUAL TERMS AND CONDITIONS

36. CONTRACT DOCUMENTS

- A. A written award furnished to the successful Offeror shall be deemed to result in a binding contract. To the extent they are included in or incorporated by the solicitation, the following documents are hereby incorporated in and shall form a part of the resulting contract:
1. LCPS Solicitation, Award Notice, and other documents which may be incorporated by reference, if applicable.
 2. Terms and Conditions – (General Conditions and Instructions to Offerors regarding Special Provisions).
 3. Statement of Work.
 4. Pricing Schedule.
 5. Any Addenda/Amendments.
 6. Purchase Order.
- B. No awardee of any LCPS contract shall issue a press release or in any other way advertise their contract with LCPS without the express written permission of LCPS.

37. CONTRACT ADMINISTRATOR

Upon award of the contract, LCPS will appoint a Contract Administrator. The responsibility and function of the Contract Administrator shall be to interpret all the terms and conditions of the contract, evaluating the performance of the Contractor, and using all powers under the contract to enforce its faithful performance. The Contract Administrator will determine the amount, quality, acceptability, and fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator will not have the authority to approve changes in services or any change in this contract's financial arrangements.

38. SEPARATE CONTRACTS

LCPS reserves the right to let other contracts in connection with the project, the work under which may proceed simultaneously with the execution of this contract. The Contractor shall afford other separate Contractors' reasonable opportunity for the introduction and storage of their materials and the execution of their work. The Contractor shall cooperate with them and shall take all reasonable action to coordinate his work with theirs. If LCPS has listed other separate contracts in the Request for Proposals which it expects to proceed simultaneously with the work of the Contractor and has included the estimated timing of such other contracts in the Request for Proposals, the Contractor shall integrate the schedule of those separate contracts into his scheduling. The Contractor shall make every reasonable effort to assist LCPS in maintaining the schedule for all separate contracts. If the work performed by the separate Contractor is defective or performed so as to prevent this Contractor from carrying out his work according to the drawings and specifications of this contract, this Contractor shall immediately notify LCPS upon discovering such conditions.

39. CHANGES TO THE CONTRACT

- A. LCPS and the Contractor may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. No modifications in the terms of a contract shall be valid or binding upon LCPS unless made in writing, signed, and duly authorized by LCPS.
- B. A fixed price contract may not be increased by more than 25% of the amount of the contract or \$50,000, whichever is greater, without advance approval of the School Board. No change order

is permitted to relieve a Contractor from any error made in its initial proposal. A listing of all change orders shall be given to the School Board on a periodic basis.

- C. The Purchasing Agent may, at any time, without notice to any sureties, by written order indicated to be a change order, and signed by him or her, make changes within the general scope of the contract, including without limitation, changes in (1) specifications (including drawings and designs), (2) method of packing and shipment, (3) method or manner of performance, (4) place of delivery, and (5) time for performance and completion.
- D. Within fifteen (15) days of receipt of a change order, the Contractor shall submit a written proposal to the Purchasing Agent for any equitable adjustment to the contract price, delivery schedule, or both, that should in fairness be made due to the change order. LCPS and the Contractor shall then agree to and sign a modification to the contract that makes an equitable adjustment to the contract price, delivery schedule, or both.
- E. If the parties cannot agree to a modification to the contract, then the Purchasing Agent may either (1) cancel the change order at no expense to LCPS, or (2) order in writing that the Contractor proceed with the change order.
- F. If the Purchasing Agent orders in writing that the Contractor proceed with the change order and no adjustment is agreed upon, then the Contractor or Purchasing Agent may submit a claim to LCPS for an equitable adjustment to the contract price, delivery schedule, or both, due to the change order. Any equitable adjustment as to contract price shall be limited to the increase or decrease in cost reasonably attributable to the change order that, as determined in LCPS discretion, is reasonable, allocable, and allowable. Any equitable adjustment as to delivery schedule shall be limited to an increase or decrease in schedule reasonably attributable to the change order.
- G. No payment shall be made to the Contractor for any extra material or services or for any greater amount of money than the written contract stipulates unless the procedures of this clause have been strictly followed.

40. **AUTHORITY**

The Purchasing Agent shall serve as the principal purchasing official for LCPS and shall be responsible for the procurement of goods and services, with the exception of design and construction, the responsibility for which shall reside with the Chief Financial Officer. The Purchasing Agent shall be formally appointed, supervised and subject to the direction of the Superintendent or his/her designee. Proposals should be made pursuant to School Board Policy which is in compliance with the Virginia Public Procurement Act, Va. Code § 2.2-4300, *et. seq.* In the discharge of these responsibilities, the Purchasing Agent may be assisted by other staff. Any purchase order or contract made contrary to these provisions and authorities shall be of no effect and void, and LCPS and the School Board shall not be bound thereby. Any questions pertaining to the contract shall be directed to the LCPS Procurement & Risk Management Office. Unless otherwise provided herein, all notices and other communications required by the contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, to the address designated by LCPS and the Contractor.

41. **COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, LCPS shall have the right to terminate or suspend this contract without liability for the full amount of such commission percentage, brokerage, or contingent fee.

42. **INSPECTION AND REVIEW OF RECORDS**

LCPS reserves the right to perform or have performed inspections and reviews of the records of the Contractor for any contract with LCPS and to have copies made of such records. The Contractor shall maintain and preserve all books, records, and other documents related to the contract, at its own expense, during contract performance and for a period of at least five (5) years after the contract has expired or is terminated. At LCPS's request at any time during contract performance or within a period of five (5) years after the contract has expired/terminated, the Contractor shall promptly make all records available, at a location within LCPS, to LCPS, or those retained by LCPS, for inspection, review and copying. This period of access shall apply to any records, documents, and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of the contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.

43. **ANTI-PUBLICITY/MARKETING**

Unless explicitly authorized in writing, each Party agrees it will not use the other Party's name, or names or images students, employees, or programs in any advertising, promotional material, press release, publication, public announcement, or through other media, written or oral, without the prior written consent of the other Party, its employees, or in the case of students, their parents and/or legal guardians. LCPS agrees to provide reasonable assistance to Contractor to obtain the necessary consents.

44. **CONTRACTOR CERTIFICATION**

As a condition of awarding a contract for the provision of services that require the Contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, the school board will require the Contractor to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. This requirement does not apply to a Contractor or his employees providing services to a school division in an emergency or exceptional situation, such as when student health or safety is endangered or when repairs are needed on an urgent basis to ensure that school facilities are safe and habitable when it is reasonably anticipated that the Contractor or his employees will have no direct contact with students.

45. **ACCESS TO SCHOOL PREMISES**

- A. No Contractor, its employees, agents, representatives, or subcontractors, may enter schools to advertise or sell goods or services to employees or students except as provided herein. Anyone found soliciting goods or services to students or employees in the schools or on school property during school hours without authorization shall be subject to legal action.
- B. Vendors are not permitted to make appointments with individual LCPS employees without the permission of the school principal or the Superintendent, or their designee. No vendor is permitted to sell, arrange demonstrations of products or services, or take orders for goods or services without prior authorization from the school principal or the Superintendent, or their designee.
- C. This clause does not prevent authorized representatives of Contractors regularly supplying goods and services to LCPS under awarded contracts from having access to the schools in the course of their routine business duties.

46. **BACKGROUND CHECKS**

- A. Background checks of Contractor employees and/or subcontractors may be conducted at the discretion of LCPS after the Contractor identifies those persons who will be working under the Contract. When this occurs, the Contractor shall not send any workers to the job or school site whose information has not been provided for LCPS' background check. The background checks will be paid for by LCPS. If it is determined, in LCPS's sole judgment, that an individual is not suitable due to the results of a background check, LCPS has right of refusal for that individual.

If the Contractor needs to have materials delivered to the job or school site, deliveries from outside vendors must be approved in advance by LCPS.

- B. Due to the secure nature of certain LCPS buildings and schools, LCPS may require Contractor's employees, subcontractors, or representatives to have photo identification (ID) and be able to present same upon request. If required, all Contractor employees shall wear a company picture ID badge, or temporary name tag, issued by LCPS, clearly visible above the waist. Contractor's employees, subcontractors, or representatives who arrive at the specified LCPS building or school without appropriate identification badges may be dismissed from the job or school site.

47. **E-VERIFY**

Pursuant to Va. Code, § 2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with LCPS to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program, which is the electronic verification of work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, § 403(a), as amended, or a successor work authorization program designated by the U.S. Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603), to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with LCPS for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of its Maintain Company page from E-Verify to prove that it is enrolled in E-Verify.

48. **COUNTY LICENSE**

All firms doing business in Loudoun County are required to be licensed in accordance with the Loudoun County's Business, Professional, and Occupational Licensing (BPOL) Tax Ordinance. Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL tax should be directed to the Office of the Commissioner of Revenue, phone: 703-777-0260.

49. **TAX EXEMPTION**

- A. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes.
- B. If sales or deliveries against the contract are not exempt, the Contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the Contractor from offering a tax-included price.

50. **SCC REGISTRATION**

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by the law. In accordance with the Code of Virginia, any foreign corporation, partnership, or limited liability company transacting business in Virginia is required to secure a certificate of authority from the Virginia State Corporation Commission. The Contractor shall ensure it is duly registered in Virginia.

51. **ANTITRUST**

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

52. **DISABILITIES LEGISLATION**

- A. LCPS is required to comply with state and federal disability legislation, which include the Rehabilitation Act of 1973, Section 504, the Americans with Disabilities Act of 1990 (ADA), Title II, and the Virginians with Disabilities Act of 1990, all as amended.
- B. Specifically, LCPS, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II, of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disabilities from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973, Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, II, and V of the ADA. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973, Section 504.
- C. If, due to a disability, anyone needing assistance to enable meaningful participation in this process, please contact the Procurement & Risk Management Office at 571-252-1270 at least five (5) business days prior to the opening date of this solicitation.

53. **NON-DISCRIMINATION**

- A. During the performance of this contract the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national or ethnic origin, age, disability, status as a service disabled veteran or other basis prohibited by state law relating to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this **NON-DISCRIMINATION** clause.
 - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
 - 3. 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 paragraph.
- B. If the Contractor employs more than five (5) employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in LCPS, except such supervisors or employees who are required to complete sexual harassment training provided by the Department of Human Resources and Talent Development of LCPS, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in LCPS that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.
- C. The requirements of these provisions are a material part of the contract. If the Contractor violates or fails to remain in compliance with any of these provisions, LCPS may terminate the affected contract or any portion thereof for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from LCPS contracting regardless of whether the specific contract is terminated.
- D. A prohibition on discrimination by the Contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national or ethnic origin, religion, sexual orientation, gender identity, age, disability, or veteran status, is hereby incorporated in this contract.
 - a. The Contractor will include these provisions in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

54. **FAITH-BASED ORGANIZATIONS**

LCPS does not discriminate against faith-based organizations. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with LCPS to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Va. Code § 2.2-4343.1(E)). If the award of this contract is made to a faith-based organization, and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

55. **NO EMPLOYMENT OF UNAUTHORIZED ALIENS**

In accordance with Va. Code § 2.2-4311.1, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

56. **DRUG-FREE WORKPLACE**

- A. In accordance with Va. Code § 2.2-4312, as amended, during the performance of this Contract, Contractor agrees to:
1. Provide a drug-free workplace for the Contractor's employees;
 2. 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;
 3. 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
 4. 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.
- B. 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 the Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Contract.

57. **CHILD LABOR PROHIBITED**

- A. In accordance with Va. Code § 2.2-4311.4, Contractor is prohibited from using forced or indentured child labor in the performance of the contract. Contractor shall include a prohibition against the use of forced labor in every subcontract or purchase order that exceeds \$10,000, so that the prohibition will be binding upon each subcontractor or vendor.
- B. For the purposes of this section, "forced or indentured child labor" means all work or service (i) exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or (ii) performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.

58. **COMPLIANCE WITH STATE LAW FOR INFORMATION TECHNOLOGY GOODS AND SERVICES**

- A. In accordance with Va. Code § 2.2-4311.3, no term or provision in any public contract for the acquisition of information technology goods or services shall be valid or enforceable to the extent that it is in conflict with Virginia law. A public contract containing such a term or provision shall otherwise remain enforceable.
- B. Any term or provision in such a public contract that (i) makes the public contract subject to, governed by, or interpreted under the laws of another state or country or (ii) requires or permits any litigation or other dispute resolution proceeding arising from the public contract to be conducted in another state or country shall be void. Such public contract shall instead be deemed to provide for the application of the law of the Commonwealth of Virginia, without regard to such contract's choice of law provisions, and to provide for jurisdiction in the courts of the Commonwealth.
- C. As used in this section, "information technology goods and services" means communications, telecommunications, automated data processing, applications, databases, data networks, management information systems, and other related goods and services.

59. **AVAILABILITY OF FUNDS**

It is understood and agreed between the parties herein that LCPS shall be bound hereunder only to the extent that the Loudoun County School Board has appropriated funds that are legally available or may hereafter become legally available for the purpose of this contract.

60. **PAYMENT**

Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice, which shows the LCPS contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations). LCPS reserves the right to withhold any or all payments or portions thereof for the Contractor's failure to perform in accordance with the provisions of the contract or any modifications thereof.

- A. **PARTIAL PAYMENTS**-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, ten percent (10%) of the value of the entire order may be retained until the completion of the contract.
- B. **PROMPT PAYMENT DISCOUNT**-For purposes of entitlement to any prompt payment discount offered by a Contractor:
 - 1. The date from which LCPS must pay will be upon delivery to LCPS, inspection, and acceptance by LCPS, or receipt of a correct invoice by the office specified by LCPS.
 - 2. If the Contractor specifies a time for payment that is less than thirty (30) days or does not specify a time within which payment is to be made for its prompt payment discount to apply, then the time shall be thirty (30) days after receipt of the invoice.
 - 3. Payment shall be deemed made as of the date of mailing of the LCPS check to the vendor.
- C. **PAYMENTS FOR EQUIPMENT, INSTALLATION, AND TESTING**-When equipment involves installation (which shall also be interpreted to mean erection and/or setting upon or placing in position, service or use) and test, and where such installation or testing is delayed, payment may be made on the basis of fifty percent (50%) of the contract price when such equipment is delivered on the site. A further allowance of twenty-five percent (25%) may be made when the equipment is installed and ready for testing. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of seventy-five percent (75%) at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.
- D. **PAYMENTS TO SUBCONTRACTORS**-

1. Within seven (7) days after receipt of amounts paid to the Contractor by LCPS for work performed by a Subcontractor under that contract, the Contractor shall either (a) pay the Subcontractor for the proportionate share of the total payment received from LCPS attributable to the work performed by the Subcontractor under that contract; or (b) notify LCPS and Subcontractor, in writing, of the Contractor's intention to withhold all or a part of the Subcontractor's payment with the reason for nonpayment.
 2. The Contractor must pay interest at the rate of one percent per month unless provided otherwise to the Subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from LCPS for work performed by the Subcontractor under that contract, except for amounts withheld as allowed in (b) above. The Contractor's obligation to pay an interest charge to a Subcontractor shall not be construed to be an obligation of LCPS or the School Board. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.
 3. The Contractor shall include this clause in all of its subcontracts, requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier Subcontractor.
- E. UNREASONABLE CHARGES-Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with Va. Code §§ 2.2-4363 and 2.2-4364. LCPS shall notify the Contractor of defects or improprieties in invoices within twenty (20) days after receipt. The provisions of this clause do not relieve LCPS of its prompt payment obligations with respect to those charges which are not in dispute.
61. **PRICE REDUCTION:**
- A. If at any time after the date of the award the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's wholesalers, jobbers, retailers, etc., which was used as the basis for responding to this solicitation.
 - B. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit invoices at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will, within ten (10) days of any general price reduction, notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO WILL BE A BREACH OF THE CONTRACT AND MAY REQUIRE TERMINATION OF THE CONTRACT. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.
 - C. The Contractor, if requested, shall furnish, within ten (10) days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the award, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

62. **INSPECTION, TESTING, AND ACCEPTANCE**

- A. For determining acceptance of supplies in accordance with the provisions of the PROMPT PAYMENT DISCOUNT provision above, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements.
- B. LCPS reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

63. **SAFETY**

- A. The Contractor, its employees and subcontractors shall comply with all current applicable local, state and federal policies, regulations and standards relating to occupational health and safety, including, by way of illustration and not limitation, Occupational Safety and Health Act of 1970 (OSHA), Public Law 91-956 and the standards of the Virginia Occupational Safety and Health (VOSH) Compliance Program administered by the Virginia Department of Labor and Industry (DOLI). The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and issued by DOLI under Title 40.1 of the Code of Virginia shall apply to all work under the contract. The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Contractor.
- B. The Contractor, its employees and subcontractors, shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract. The Contractor shall provide a supervisor at each job site who is competent, qualified, and authorized on the worksite, and who is familiar with policies, regulations, and standards applicable to the work being performed. The supervisor shall be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public and shall be capable of ensuring compliance with all applicable safety and health regulations and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's employees from the work site.
- C. Any activities of the contractor determined to be hazardous by LCPS, shall be immediately discontinued by the Contractor upon receipt of either a written or verbal notice from the County to discontinue such activities.
- D. If requested by LCPS, the Contractor shall provide a written health and safety plan for the project or services prior to proceeding with work.

64. **PLACING OF ORDERS**

Orders against contracts will be placed with the Contractors on a Purchase Order executed and released by the Purchasing Agent. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and a Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by the ordering office. Such agreements (BPA) are normally reserved for the purchase of highly repetitive items on a day-to-day basis. Orders may be made by use of a LCPS purchase card.

65. **SHIPPING INSTRUCTIONS-CONSIGNMENT**

- A. Unless otherwise specified in the solicitation, each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, contract number, name of the Contractor, the name of the item, the item number, and quantity contained therein. In case of carload lots, the Contractor shall tag the car, stating Contractor's name and purchase order number. Any failure to mark items as required by the instructions will cause the Contractor to bear the risk of any resulting loss of or damage to material, or late delivery or mis-delivery of material and any damages resulting therefrom.

- B. Deliveries must be made during LCPS normal business day to a “badge identified” LCPS employee, (Monday to Friday, except holidays, from 8:00 A.M. to 3:30 P.M.) and sufficiently before closing time to permit unloading, inspection, and storage, unless specific arrangements have previously been agreed upon at the delivery point.
- C. The Contractor shall ensure compliance with these instructions for items that are drop-shipped.
- D. Unless otherwise specified in the solicitation all pricing shall be F.O.B. Destination, inside delivery.

66. **RESPONSIBILITY FOR SUPPLIES TENDERED**

The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the LCPS may return the rejected materials or supplies to the Contractor at the Contractor’s risk and expense or dispose of them as its own property.

67. **NEW GOODS/FRESH STOCK**

Unless otherwise specifically stated, the Contractor shall provide new rather than used goods, fresh stock, and the latest model, version, design, or pack of any item specified.

68. **REPORTING AND DELIVERY REQUIREMENTS**

LCPS will designate and/or assign a Project Manager (Liaison) who will be the central point of contact for the Contractor. The assigned Project Manager (Liaison) shall represent the School through-out the contract period. The Project Manager shall on an as needed basis schedule meetings, measure progress, and receive all deliverables.

- A. The Contractor shall participate in a start-up meeting at LCPS with the school assigned management team to define parameters.
- B. The Contractors shall provide progress reports as required to LCPS’ management team indicating current status of the project.
- C. Reports shall state specific accomplishments achieved during the reporting period and if applicable confirm or revise projected completion dates for additional assigned tasks.
- D. The Project Management Team will require the Contractor to make oral informational presentations to persons within the organization, as necessary, and for all related assigned projects.
- E. All work shall be completed, and final report delivered to LCPS prior to payment of assigned project or task
- F. “For your information” report: This would be any information not mentioned above which might be important or on a “need to know” basis, such as certain “incidents” which were addressed, or a sudden “turn over” with staffing and “replacement” plan due to “dismissals”. Any other necessary “need to know” information or concerns.

Failure to comply with all reporting requirements may result in default of the Contract. The Contractor(s) is encouraged to communicate with the LCPS Project Manager periodically for updates on reporting.

69. **FINAL INSPECTIONS**

Inspection and acceptance of materials or supplies will be made after delivery at destination herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, LCPS will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud, or such gross mistakes as amount to fraud. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor’s sole expense prior to final acceptance of the work. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect

and accept or reject materials or supplies shall not impose liability on LCPS for such materials or supplies as are not in accordance with the specifications.

70. **COMPLIANCE WITH CONTRACT**

The Contractor shall be responsible for meeting all federal, state, and local codes pertaining to this contract. Delivery(ies) must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the proposal. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delivery in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected.

71. **DELAY**

Should the Contractor be delayed by LCPS, there shall be added to the time of completion a time equal to the period of such delay caused by LCPS. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. This provision does not apply to public construction contracts.

72. **METHOD AND CONTAINERS**

Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become property of LCPS unless otherwise agreed upon in writing by LCPS.

73. **REPLACEMENT**

Materials or components that have been rejected by the Purchasing Agent in accordance with the terms of this contract shall be promptly replaced by the Contractor at no cost to LCPS.

74. **ASSIGNMENT OF CONTRACT AND ASSIGNMENT OF CONTRACT FUNDS**

- A. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of their contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent.
- B. If the Contractor desires to assign its right to payment under the contract, the Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment and provide all information necessary for the Purchasing Agent to thereafter make payment to the assignee of payments. In no case shall such assignment of the contract relieve the Contractor from his or her obligations or change the terms of the contract.

75. **AUDIT**

The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by LCPS, whichever is sooner. LCPS, its authorized agents, and/or auditors shall have full access to and the right to examine any of said materials during said period.

76. **INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor agrees to save, defend, keep harmless and indemnify LCPS and all of its employees, officials, agents, and volunteers from and against any and all claims, lawsuits, liabilities, losses, damages, injuries, costs (specifically including reasonable litigation costs, attorney's fees and defense costs of third party claims), charges, and exposures, caused in whole or in part by the negligent acts, errors, omissions, or breach of the applicable standard of care resulting from or arising out of, or in any way connected with, the provision of work, services, and products required herein by the Contractor, Supplier, the Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by the Contractor or anyone for whose acts the Contractor may be liable. LCPS reserves the right, but not the obligation, to participate in defense without relieving the Contractor of any obligation hereunder. The Contractor agrees this indemnity obligation shall continue in full force and effect until the Contractor completes the provision of the required work, services, and products, except that indemnification shall continue for all products or completed operations after final acceptance of the work, services, and products by LCPS. The Contractor agrees that this indemnification and hold harmless shall include claims involving infringement of patent or copyright. This provision shall survive the Contractor's provision of work, services, and products, and the purchase of insurance by the Contractor shall in no event be construed as a fulfillment or discharge of the obligations set forth in this provision. LCPS is prohibited from indemnifying and holding harmless the Contractor and/or any third parties. To the extent any promise or term contained in the contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification, release, or obligation to defend by LCPS, that promise or term is stricken from this contract and of no effect. Nothing herein or in any amendment, attachment, or exhibit shall be construed as a waiver of LCPS's sovereign immunity under law.

77. **GENERAL GUARANTY**

Contractor shall:

- A. Indemnify and save LCPS, the School Board, its officers, and employees harmless from any claim or liability of any nature or kind for unauthorized use of any copyrighted or uncopyrighted compositions, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract.
- B. Protect LCPS against latent defective materials or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- C. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to his/her own work or to the work of other Contractors, for which his/her workers or those providing work through the Contractor are responsible.
- D. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the United States, State, County, and Towns.
- E. Protect LCPS from loss or damage to LCPS-owned property while it is in the custody or control of the Contractor.

78. **SERVICE CONTRACT GUARANTY**

The Contractor agrees:

- A. To furnish services described in the solicitation at the times and places and in the manner and subject to conditions therein set forth, provided, however, that LCPS may reduce the said service at any time.
- B. To enter upon the performance of services with all due diligence and dispatch; assiduously press to its complete performance and exercise therein the highest degree of skill and competence.
- C. All work performed and services rendered shall strictly conform to all laws, statutes, regulations, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agencies.

- D. Said services may be inspected by an employee of LCPS at any reasonable time and place selected by LCPS. LCPS shall be under no obligation to compensate the Contractor for any services not rendered in strict conformity with the contract.
- E. The presence of a LCPS/Loudoun County/Virginia State Inspector (“Inspector”) shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

79. **PRODUCT GUARANTEES AND WARRANTIES**

Unless otherwise specifically indicated in the solicitation, by entering into the contract, the Contractor itself warrants and guarantees all goods and services furnished (1) in accordance with the **GENERAL GUARANTY** and **SERVICE CONTRACT GUARANTY** provisions herein, and (2) in accordance with the provisions of the Uniform Commercial Code. In addition, the Contractor shall properly transfer to LCPS all standard warranties given by the manufacturer(s) of any goods furnished. The Contractor shall deliver all manufacturers’ warranties to the Purchasing Agent before final payment on the contract.

80. **CONFIDENTIALITY**

The Contractor shall maintain the confidentiality of documents designated as confidential by LCPS, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Contractor from establishing a claim or defense in an adjudicatory proceeding. The Contractor shall require of its subcontractors similar agreements to maintain the confidentiality of information specifically designated as confidential by LCPS.

81. **FORCE MAJEURE**

- A. A party is not liable for failure to perform the party's obligations if such failure is as a result of acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its contractors or subcontractors and which affect an essential portion of the contract, but excluding any industrial dispute which is specific to the performance of the contract, interruption or failure of electricity or telephone service.
- B. If a party asserts force majeure as an excuse for failure to perform the party’s obligation, that party must immediately notify the other party in writing giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that Party from, or delaying that party in, performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the Contract.
- C. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.
- D. Contractor has no entitlement and LCPS has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the Contractor due to an event of force majeure.

82. **STOP WORK ORDER**

- A. LCPS may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of ninety (90) days after the order is

delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, then LCPS shall either- (1) Cancel the stop-work order; or (2) Terminate the work covered by the order as provided in the **TERMINATION FOR CONVENIENCE** or **TERMINATION FOR DEFAULT** clauses of this contract.

- B. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. LCPS shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if LCPS decides the facts justify the action, then LCPS may receive and act upon the claim submitted at any time before final payment under this contract.
- C. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of LCPS, then LCPS shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- D. If a stop-work order is not canceled and the work covered by the order is terminated for default, then LCPS shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

83. **DEFAULT**

In case of failure to deliver goods, perform services, or otherwise fail to perform satisfactorily in accordance with the contract terms and conditions, LCPS, after due oral or written notice, LCPS make take any and all appropriate actions to satisfy the contract. Such actions may include, but not be limited to, procuring the goods and/or services from other sources and holding the Contractor responsible for any resulting additional purchase and administrative costs. Should the difference be less, the original Contractor shall have no claim to the difference. Additionally, the original Contractor may be prohibited from submitting an offer for a period of one year. These remedies shall be in addition to any other remedies which LCPS may have.

84. **DEBARMENT**

- A. For unsatisfactory performance of a contract, a Contractor may be debarred for specified periods of time from contracting for particular types of supplies or services. The Purchasing Agent will provide written notice of debarment to the Contractor setting forth the reasons and period of time.
- B. If an entity is created or used for the purpose of circumventing a debarment decision against another entity, the non-debarred entity will be debarred for the same time period as the debarred entity.

85. **TERMINATION OF CONTRACTS**

Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met unless:

- A. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the School Board for convenience or cause, or upon termination by the Contractor for material breach by LCPS.
- B. Extended upon written authorization of the Purchasing Agent and accepted by the Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

86. **TERMINATION FOR CONVENIENCE**

A contract may be terminated by LCPS in accordance with this clause in whole or in part whenever the Purchasing Agent shall determine that such a termination is in the best interests of LCPS. Any such termination shall be effected by delivery to the Contractor at least five (5) business days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. An adjustment in the contract price shall be made to compensate the Contractor for his/her actual costs incurred in performance prior to termination that, as determined in LCPS's discretion, are reasonable, allocable, and allowable, plus a reasonable amount of profit on such costs. In no event shall the LCPS or the School Board be liable to the Contractor for anticipated profits for unperformed work or undelivered goods or for any consequential, special, incidental, or punitive damages of any kind. In no event shall LCPS be liable for any amount over the contract price.

87. **TERMINATION FOR DEFAULT**

- A. LCPS may, by written notice of termination to the Contractor specifying a termination date at least five (5) days thereafter, terminate this contract for default in whole or in part if the Contractor (1) fails to deliver the goods or perform the services this contract requires within the time this contract specifies, (2) fails to make progress in a manner, which threatens timely completion of performance, (3) is adjusted as bankrupt – or that Contractor should make a general assignment for the benefit of Contractor's creditors, or a receiver should be appointed on account of Contractor's insolvency, or (4) fails to perform any of Contractor's other obligations under this contract or violates any provision of this contract.
- B. LCPS' right to terminate this contract may be exercised if the Contractor does not cure such failure within ten (10) days (or more, if authorized in writing by LCPS) after receipt of notice from LCPS specifying the failure.
- C. If this contract is terminated for default, the Purchasing Agent may require the Contractor to transfer title and deliver to LCPS, as directed by the Purchasing Agent, any completed or partially completed goods and documents, data, studies, surveys, drawings, maps, models and reports ("deliverables"), prepared by the Contractor under the contract. LCPS shall pay the contract price for such completed goods and deliverables. The Contractor and Purchasing Agent shall agree on the amount of payment for partially completed goods and deliverables the School Board requires the Contractor to transfer and deliver to it. If the parties fail to agree, then the Contractor may present a claim to LCPS for its reasonable costs for the partially completed goods and deliverables. Costs recoverable shall be limited to those that, as determined in LCPS discretion, are reasonable, allocable, and allowable. Such costs in no event shall exceed the contract price for the goods and deliverables if completed.
- D. Notwithstanding the above, the Contractor shall not be relieved of liability to LCPS for damages sustained by LCPS by virtue of any breach of contract by the Contractor for the purpose of setoff until such time as the exact amount of damages due to LCPS from the Contractor is determined. Contractors shall be responsible for any additional cost to LCPS resulting from LCPS's repurchase of goods and services following any termination for default.
- E. If the School Board terminates this contract for default when cause, in fact, does not exist, then the termination shall for all purposes be deemed a termination for convenience under this contract, and the termination for convenience clause shall apply for all purposes.
- F. If the Contractor properly terminates this contract for material breach by LCPS, the Contractor's damages shall be limited to the amounts recoverable by the Contractor for a termination for convenience.

88. **CONTRACTUAL CLAIMS AND DISPUTES**

- A. Any dispute concerning a question of fact as a result of the contract which is not disposed of by agreement shall be declared by the Superintendent, who shall render a decision in writing and mail or otherwise forward a copy thereof to the Contractor within ten (10) business days of receipt of the claim. The decision of the Superintendent shall be final and conclusive unless within ten

(10) days of receipt of the Superintendent's written decision on the claim, the Contractor appeals its decision as provided in the Code of Virginia (1950), as amended.

- B. Contractual claims, whether for money or other relief, shall be submitted to the Superintendent in writing no later than sixty (60) days after final payment or as specified by the contract, whichever comes first; however, written notice of the Contractor's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude the Contractor from submission of an invoice for final payment within a certain amount of time after completion and acceptance of the goods and any services. Pendency of claims shall delay payment of amounts agreed due in the final payment.

89. **GOVERNING LAW AND JURISDICTION**

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to any choice of law provisions. Any and all disputes, claims, and causes of action arising out of or in any way connected with this solicitation and any resulting contract or the Contractor's performance must be brought in the applicable court of Loudoun County, or in the United States District Court for the Eastern District of Virginia-Alexandria Division. No term in the contract, or any attachment or exhibit thereto, shall limit either Party's rights or waive its remedies at law or in equity, including the right to a trial by jury.

90. **ARBITRATION**

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

91. **PRECEDENCE OF TERMS**

All of the General Terms and Conditions, and Contractual Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

92. **WAIVER**

LCPS's failure to insist, in any one or more instances, on the performance of any of the Contractor's obligations under the contract, or LCPS's approval of alternatives, variances or substitutions to Contractor's obligations, shall not be construed as a waiver, modification, or relinquishment of such obligation or right with respect to future performance. Likewise, LCPS's actions or inactions shall not waive, modify or alter Contractor's responsibilities or liability under the contract.

93. **SURVIVAL OF TERMS**

In addition to any numbered sections in this RFP which specifically state that the term or paragraph survives the expiration or termination of this contract, the following sections if included in this Agreement also survive: **INSURANCE, INDEMNIFICATION, AUDIT, GENERAL GUARANTY, CONFIDENTIALITY, DISPUTES, and GOVERNING LAW AND JURISDICTION.**

94. **NONEXCLUSIVELY OF REMEDIES**

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

95. **SEVERABILITY**

In the event any one or more of the provisions contained in the contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the contract, and in lieu of each such invalid, illegal or unenforceable provision, there shall be added automatically as a part of the contract a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable; each part of the contract is intended to be severable.

SPECIAL TERMS AND CONDITIONS

96. **FEDERALLY IMPOSED TARIFFS**

In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a “tariff”), on an imported good that results in an increase in contractor’s costs to a level that renders performance under the contract impracticable, LCPS may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the tariff imposed on the goods imported or purchased by the contractor that are provided to LCPS under this contract.

Prior to LCPS agreeing to a price increase pursuant to this Section, Contractor must provide to LCPS, the following documentation, all of which must be satisfactory to LCPS:

- A. Evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to LCPS under this contract, (ii) the applicability of the tariff to the specific good or raw material, and (iii) contractor’s payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow LCPS to verify that the tariff is the cause of the price change.
- B. A certification signed by contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by LCPS at a lower cost from a different source located outside of the country against which the tariff has been imposed.
- C. A certification signed by contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this contract without such price increase.
- D. As requested by LCPS, written instructions authorizing LCPS to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor.
- E. If LCPS agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to the contract:
 - 1. During the contract term and for five (5) years after the termination of this Agreement, contractor shall retain, and the Commonwealth LCPS and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractor’s books, accounts, and other records related to this Agreement and contractor’s costs for providing goods to LCPS, including, but not limited to those kept by the contractor’s agents, assigns, successors, and subcontractors.
 - 2. Notwithstanding anything to the contrary in the contract LCPS shall have the right to terminate the contract for LCPS convenience upon five (5) days’ written notice to contractor.
 - 3. In the event the import duty or tariff is repealed or reduced prior to termination of this contract, the increase in LCPS’s contract price shall be reduced by the same amount and adjusted accordingly.
 - 4. Any material misrepresentation of fact by contractor relating in any way to LCPS’s payment of additional sums due to tariffs shall be fraud against the taxpayer² of Loudoun County, Virginia, and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

97. **INTELLECTUAL PROPERTY INDEMNIFICATION**

The Contractor warrants and guarantees that no intellectual property rights (including copyright, patent, mask rights, and trademarks) of third parties are infringed or in any manner involved in or related to the services provided hereunder. The Contractor further covenants to save, defend, hold harmless, and indemnify LCPS, and all their respective officers, officials, departments, agents and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs, (including court costs and attorney’s fees), charges liabilities, 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 LCPS. If the Contractor uses any design, device, method, or material covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract amount includes all royalties, licensing fees, or costs arising from the use of such design, device, method, or materials in any way involved with the work.

98. **INFORMATION TECHNOLOGY ACCESSIBILITY:**

In accordance with Va. Code § 2.2-3503, as amended, all information and communications technology which is purchased or upgraded by LCPS under the Contract must comply with the following accessibility standards:

- a. Compliance Requirement. All information and communications technology (ICT) purchased or upgraded pursuant to this Contract for use by LCPS shall comply with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3505 of the Code of Virginia.
- b. Certification or Documentation. For ICT delivered under this Contract that will be used by LCPS or made available to the public, the Contractor must certify that the ICT conforms with “accessibility,” as that term is defined in Va. Code § 2.2-3501.
 - i. The Contractor shall provide LCPS with evidence of the ICT’s conformance with accessibility. Such evidence may include, but not be limited to, Contractor-paid and completed third-party audit or Accessibility Conformance Report (as that term is defined in Va. Code § 2.2-3501) indicating the level of conformance.
 - ii. If the Contractor cannot certify full conformance of accessibility, the Contractor must provide:
 1. A Contractor-paid and completed Accessibility Conformance Report indicating the level of conformance with accessibility for the ICT being procured; and
 2. A Contractor-paid and completed Vendor Accessibility Roadmap (as that term is defined in Va. Code § 2.2-3501) documenting any areas of nonconformance and including a timeline for each nonconforming area’s completion. Any defects or non-conforming elements discovered shall be remedied at no additional cost to LCPS.
- c. No Waiver of Supplier Obligations. Consistent with 28 C.F.R. § 35.201 and 36 C.F.R. Part 1194, Appendix A, § E202, LCPS may, in its sole discretion, procure non-accessible ICT, if such procurement does not result in individuals with disabilities being denied the benefit of any program, service, or activity. This discretion does not waive Contractor’s obligations to comply with accessibility requirements and provide required certifications or documentation.

99. **BONDS OR GUARANTEE:** LCPS may require payment, material, or performance bonds for this contract.

100. **DELIVERY:** Delivery of goods or performance of services shall be within twenty (20) calendar days **after receipt of order (ARO) by the Offeror or as negotiated with LCPS.**

101. **DELIVERY NOTIFICATION:** LCPS shall be notified at least forty-eight (48) hours before delivery of any items so that personnel may be available to allow access to the building and verify items received. Notification shall be made to the person requesting the good/service.

102. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The Contractor shall extend any special educational or promotional sale prices or discounts immediately to LCPS during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

103. **EXTRA CHARGES NOT ALLOWED:** The proposal price shall be for complete and include all applicable freight, travel, and inside delivery; extra charges will not be allowed.

104. **PRICE ESCALATION/DE-ESCALATION:**

- A. Price adjustments may be permitted for changes in the Contractor’s cost of materials not to exceed

the increase in the following index/indices: CPI. No price increases will be authorized for the initial contract period after the effective date of the contract. Price escalation may be permitted only at the end of this period and each renewal period thereafter and only where verified to the satisfaction of Procurement & Risk Management Office. However, “across the board” price decreases are subject to implementation at any time and shall be immediately conveyed to LCPS.

- B. The Contractor shall give not less than thirty (30) days’ advance notice of any price increase to Procurement & Risk Management Office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full thirty (30)-day notification period. The Contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the Contractor’s request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to LCPS; and (2) verify the amount or percentage of increase which is being passed on to the Contractor by the Contractor’s suppliers.
 - C. Procurement & Risk Management Office will notify the using agencies and Contractor in writing of the effective date of any increase which it approves. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to Procurement & Risk Management Office.
105. **QUANTITIES**: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
106. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION**: The Contractor assures that information and data obtained as to personal facts and circumstances related to LCPS, employees, students, or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual’s and LCPS’s written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify LCPS of any breach or suspected breach in the security of such information. Contractors shall allow LCPS to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
107. **CONTINUITY OF SERVICES**:
- A. The Contractor recognizes that the services under this contract are vital to LCPS and must be continued without interruption and that, upon contract expiration, a successor, either LCPS or another Contractor, may continue them. The Contractor agrees:
 - 1. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - 2. To make all LCPS owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - 3. That the Purchasing Agent shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
 - B. The Contractor shall, upon written notice from the Purchasing Agent, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Purchasing Agent’s approval.
 - C. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this

contract. All phase-in/phase-out work fees must be approved by the Purchasing Agent in writing prior to commencement of said work.

108. **PRODUCT AVAILABILITY/SUBSTITUTION**: Substitution of a product, brand, or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Purchasing Agent. LCPS may, at its discretion, require the Contractor to provide a substitute item of equivalent or better quality subject to the approval of the Purchasing Agent, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the Contractor.

109. **CERTIFICATION OF INTERNAL CONTROLS:**

- A. The Contractor shall have clearly delineated processes and procedures for the internal control of sensitive data and processes, which are any data and processes of which the compromising of confidentiality, integrity, and/or availability could have a material adverse effect on LCPS interests, the conduct of LCPS programs, or to the privacy of which individuals are entitled, when such sensitive data or processes are related to the goods and/or services provided pursuant to this agreement.
- B. The Contractor shall provide evidence of compliant and ongoing internal control of sensitive data and processes through a standard methodology, such as but without limitation the American Institute of Certified Public Accountants (AICPA) Service Organization Control (SOC) Reports. The evidence of compliance shall be contained in a report describing the effectiveness of the Contractor's internal controls. The most recent version of the report shall be provided to Procurement & Risk Management Office upon request. Trade secrets or proprietary information contained within the report shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Contractor must invoke the protection of Va. Code § 2.2-4342(F), in writing, prior to or upon submission of the report, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
- C. If deficiencies in the Contractor's internal control processes and procedures are described in the most recent version of the report, the Contractor shall automatically submit the report to Procurement & Risk Management Office within a timely manner and shall describe the corrective actions to be put into place by the Contractor to remedy the deficiencies. Failure to report and/or repair deficiencies in a timely manner shall be cause for the School Board to make a determination of breach of contract.
- D. The Contractor's obligations for certification of internal controls shall survive and continue after completion of this agreement unless the Contractor certifies the destruction of the sensitive data at the end of the contract term.

ATTACHMENTS 1 - 3 (Information Only)

ATTACHMENT 1 - POLICY 5130 TEXTBOOK ADOPTION

Loudoun County School Board provides a wide variety of instructional resources to support and enrich the educational program. The Code of Virginia defines textbooks as the print or electronic media for student use that serve as the primary curriculum basis for a grade-level subject or course. While the Virginia Board of Education sets forth a textbook review and adoption process for the core subject areas of English/Language Arts, Mathematics, Science, and Social Science & Global Studies, the Code of Virginia permits the School Board to use textbooks not approved by the Virginia Board of Education for these core subjects and other subjects through an established local textbook review process that is conducted by similar processes to the state-level review. This policy sets forth the School Board's established local textbook review process.

LCPS content offices will review textbook and related digital resources listed on approved VDOE lists and/or request proposals from all known publishers and providers through an RFP process.

- A. Guiding Principles. Loudoun County Public School's local textbook adoption process is conducted in compliance with the Virginia Board of Education Regulations and Virginia Code. Guidance from the Virginia Department of Education stipulates a seven-year adoption cycle with staff and parent involvement in the adoption process. Because the textbook is a key instructional tool for the teachers, three guiding principles are honored by the local adoption process in Loudoun County Public Schools:
1. Textbook Review Committee Composition. The textbook review committee shall be composed of classroom teachers, school administrators, parents, and community members, and will work in collaboration with content supervisors. The committee will have the primary role in setting the selection criteria, reviewing textbooks and making recommendations for adoption. All review committee members participate equally in the review process. Teachers are charged with the direct responsibility for delivering the curriculum to students and therefore, should hold a majority membership on the committee.
 2. Responsibility of Textbook Review Committee. It is the responsibility of the textbook review committee to determine the text(s) which best support the curriculum and to make a recommendation to the Superintendent for adoption by the School Board. It is not the responsibility of the textbook review committee to determine or modify curriculum. That responsibility falls upon content supervisors and curriculum committees to conduct the review, research, and lengthy consideration necessary in determining the content to be taught and the appropriate grade levels for introduction and development of that content.
 3. Textbooks Support Curriculum. Textbooks are resources to complement the curriculum. The review committee makes recommendations for resources to match specific course and instructional goals that align with the LCPS curriculum. Adopted resources do not influence or set the curriculum, but rather, support it.
- B. Recommendation to the Superintendent. The textbook review committee will take the following steps prior to making a recommendation to the Superintendent for adoption by the School Board. These steps are detailed in Regulation [5130-REG](#).
1. Establish selection criteria.
 2. Screen available textbooks based on the selection criteria.
 3. Give notice to parents and community members that textbooks under consideration will be made available for review.
 4. Create procedures to ensure appropriate consideration of parent and community member comments.

- C. School Board Textbook Adoption. The Loudoun County School Board is responsible for adoption of textbooks. The School Board will adopt textbooks based on final recommendations of the Superintendent and the textbook review committee.

[Former Policy 5-19]

Adopted: 11/12/1996

Revised: 10/13/09,

12/3/19 Current

Revision: 12/10/24

Legal Ref: [Code of Virginia §22.1-238](#), [Virginia Administrative Code §8VAC-720-170](#) Cross Ref:
Regulation [5130-REG](#), Textbook Adoption

ATTACHMENT 2 - INSTRUCTIONAL RESOURCES CURRENTLY IN USE IN LCPS

LCPS Course	Resource	Publisher	Copyright	ISBN
English 9 Academic / Honors	StudySync	McGraw-Hill	2020	Various
English 10 Academic / Honors	StudySync	McGraw-Hill	2020	Various
English 11 Academic / Honors	StudySync	McGraw-Hill	2020	Various
English 12 Academic	StudySync	McGraw-Hill	2020	Various
Creative Writing I-III	Everyday Creative Writing - Grades 9-12	McGraw-Hill	2000	9780844283180
Creative Writing I-III	The Everything Creative Writing Book: All You Need to Know... - Grades 9-12	Everything	2002	9781580626477
African American Literature H	Teacher provided resources			
Journalism I-III H	Teacher provided resources			
Women's Studies	Teacher provided resources			
Public Speaking I-II SEM	Speak Up!	BFW	2020	9781319208127
Film Studies	Teacher provided resources			

ATTACHMENT 3 - EVALUATION PROCESS & CRITERIA

Each submitted title/series/resource will be evaluated in the following manner:

What is evaluated	Who evaluates	How Evaluated	How Scored
Attachment A & Attachment G Executive Summary and Overview Video	All review committees and the LCPS procurement office	Reviewed to gain an overall understanding of the publisher, their resources, and their support of resources	Not scored
Attachment B Technical Requirements <i>For Core English 9-12 A/H & Universal Screening Tools</i>	Representatives from Information Security, Enterprise Support & Analytics, Data Center Operations, and Endpoint Management within our Department of Digital Innovation and members of the Instructional Technology office	Assess products ability to meet the technical requirements and exist in our digital ecosystem.	DDI provides a “Meets, Meets with Reservations, or Does not Meet Requirements” response. When Meets with Reservation or Does not Meet is garnered, the publisher/vendor will be contacted for further clarification and discussion of options to allow for further consideration of the digital product
Attachment C General English Requirements <i>For Core English 9-12 A/H & Elective courses</i>	Content review committee of relevant instructors, community members, and administrators	Assessment of product’s ability to address the general requirements: Review of publisher’s / vendor’s completed General Requirements Rubric and Independent reviews of provided samples and provided digital access.	Independent scores are entered for each criteria and totaled for each reviewer. The grand total is divided by the number of reviews to gain an average score, which is then compared to the total available points to arrive at a percentage score.
Attachment D Vertical Articulation 2024 SOLs 9-12 Standard Correlations <i>For Core 9-12 A/H courses only</i>	Content review committee of relevant instructors, community members, and administrators	Review of publisher’s / vendor’s completed correlations to the standards, Attachment D Independent reviews of provided samples and provided digital access for product’s ability to address standards.	Independent scores are entered for each criteria and totaled for each reviewer. The grand total is divided by the number of reviews to gain an average score, which is then compared to the total available points to arrive at a percentage score.

Attachment E Universal Literacy Screening Tools Criteria <i>Screening Tools only</i>	Content review committee of relevant instructors, community members, and administrators	Review of publisher's / vendor's completed correlations to the criteria, Attachment E Independent reviews of the provided digital access for product's ability to address criteria.	Independent scores are entered for each criteria and totaled for each reviewer. The grand total is divided by the number of reviews to gain an average score, which is then compared to the total available points to arrive at a percentage score.
Attachment H Accessibility & Adaptability details <i>For Core English 9-12 A/H Electives, & Universal Screening Tools</i>	Instructional Technology Facilitators and Specialized Instructional Facilitators, Assistive Technology	Review of publisher's / vendor's provided information around accessibility and adaptability, Attachment H Independent reviews of digital product's ability to address criteria	Independent scores are entered for each criteria and totaled for each reviewer. The grand total is divided by the number of reviews to gain an average score, which is then compared to the total available points to arrive at a percentage score.
Publisher/Vendor presentation <i>For Core English 9-12 A/H & Universal Screening Tools</i>	Content review committee of relevant instructors, community members, and administrators	Reviewers will consider vendor presentations alongside General (attachment C) and either Standards (attachment D) rubrics or screening tool (attachment E) rubrics	Independent scores are entered for each criteria and totaled for each reviewer. The grand total is divided by the number of reviews to gain an average score, which is then compared to the total available points to arrive at a percentage score.
Reasonableness of cost proposal that includes curriculum, professional learning, and/or implementation support, Attachment J	Content office, Textbook Specialist, and Procurement office	Considered during deliberation process & negotiations	N/A
Finalist Advancement	The above review data will be used to narrow the field to finalists for open school and community reviews and school English team reviews		
Open school and community reviews with open comment	Finalists are provided to the general public and school communities for review and open comments	Comments are shared with the school board and considered by the content office	Not scored
School English team reviews	Each high school English team will review finalists and score them as a grade- level group	Independent reviews of provided samples and provided digital access for product's ability to address criteria.	Independent scores are entered for each criteria and totaled for each reviewer. The grand total is divided by the number of reviews to gain an average score, which is then compared to the total available points to

			arrive at a percentage score.
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EXHIBITS (*Complete within your proposal*)

For publisher / vendor completion and inclusion within the proposal

EXHIBIT 1 - REFERENCE FORM

Qualification: The vendor must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

Vendor's Primary Contact for Awarded Contract		
Name:		Title:
Email:		Phone:
Vendor's Account Manager Contact		
Name:		Title:
Email:		Phone:
Vendor's Emergency Contact		
Name:		Title:
Email:		Phone:
Years in Business (Indicate the length of time (years and months) you have been in business providing this type of good or service)		Years: Months:
Certification / Signature		
I certify the accuracy of this information.		Title:
Signature:		Date:

Indicate below a listing of at least three (3) current school, local government, or similar entities, that your company is servicing, has serviced, or has provided similar goods/services. Include the length of service and the name, address, and telephone number of the point of contact. In addition to this section, please submit a more detailed list of references including description of the scope of services provided and email address of the contact person.

Entity:		Contact Name:
Phone:	Email:	Fax:

Project:	Dates of service:
Services performed:	Dollar value of services:

Entity:		Contact Name:
Phone:	Email:	Fax:
Project:		Dates of service:
Services performed:		Dollar value of services:

Entity:		Contact Name:
Phone:	Email:	Fax:
Project:		Dates of service:
Services performed:		Dollar value of services:

Entity:		Contact Name:
Phone:	Email:	Fax:
Project:		Dates of service:
Services performed:		Dollar value of services:

EXHIBIT 2 - PROPRIETARY CONFIDENTIAL INFORMATION IDENTIFICATION

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; *however*, the offeror must invoke the protections of Va. Code § 2.2-4342(F), in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Firm/Offeror: (The above) ...invokes the protections of Va. Code § 2.2-4342(F) for the following portions of the proposal submitted...	Proposal submission date:
Signature:	Title:

Data/Material To Be Protected	Section Number & Page Number	Reason Why Protection Is Necessary

EXHIBIT 3 - QUALITY ASSURANCE AND EDITING PROCESS

Please describe, ***in three pages or less***, the internal process used to ensure accuracy and lack of bias including:

- the quality assurance and workflow steps used to ensure accuracy of content;
- the quality assurance and workflow steps used to eliminate editing and typographical errors, including errors in grammar, written expression, spelling, formatting, and other substantive elements that may affect student learning;
- the fact-back-up guidelines (i.e., what is an acceptable source for a fact and what is not) used by the authors, editors, and outside content experts;
- the review by outside content experts, other than the authors, to verify accuracy and ensure freedom from bias; and
- the process used to reach consensus on information with divergent interpretations.

EXHIBIT 4 - PUBLISHER CERTIFICATION AND AGREEMENT

Introduction

- For the purposes of this document, the term "textbook" or "resources" means print or electronic media for student use that serve as the primary resource for a grade-level subject or course.
- By submitting resources for evaluation, publishers agree to follow the procedures set forth in this document. Failure to comply with all procedures may result in disqualification of the resource as a part of the review and approval process.

Primary Material Submitted for Review

- As noted in Va. Code § 22.1-238 (C), the term textbook refers to print or electronic media for student use that serves as the primary curriculum basis for a grade-level subject or course.
- For the remainder of this document, such instructional media will be referred to as "primary material." Primary material contains the content information that is the basis for the grade-level subject or course. Review committees will review the material selected by the publisher as the "primary material."
- In submitting their materials for review, publishers must provide an explanation of if and how the content in the primary material medium (digital or print) is different from or comparable to that offered in the other medium. For example, digital primary material may contain items such as embedded video clips or content that is delivered through an interactive format.

Submission Forms

- Publishers must complete the Publisher's Certification and Agreement listing all primary materials submitted for review consideration at the time it signals intent to submit resources for review as part of LCPS' basal resource approval process.

The PUBLISHER certifies the following:

1. The credentials of the author(s) and/or editor(s) are provided on the attached form(s) (**Exhibit 5**) which must be completed and accompany the submitted proposal. Additionally, each resource has been thoroughly examined and reviewed by qualified content expert(s) for factual accuracy in the subject matter and the resources are free from any factual or editing errors. Information about the content review expert(s) should be included in the submitted proposal using the form found in **Exhibit 5**.
2. Each resource has been thoroughly examined and reviewed by qualified editors to identify any typographical errors.
3. Any duplicate version (i.e., print or digital) of the primary material that is available to Virginia school divisions contains at least the same content included in the primary material selected by the publisher for review. Any additional content above that contained in the primary material reviewed is accurate and free of errors. If the content of the print and digital versions of the same primary material varies, those variations are outlined in an attachment to the certification.
4. The Quality Assurance and Editing Process described below was followed for all primary materials submitted by the publisher for review.

Exhibit 4 - Publisher Certification And Agreement

Only one copy is required per proposal submission provided all resources submitted are included below.
Add additional rows as needed.

Date:	Publisher/Vendor:	Name of primary contact:
	Email for primary contact:	Phone for primary contact:

The publishing company indicated above submits the following primary materials to LCPS for consideration.

Line Item on Pricing Schedule	Title	Edition	Copyright	ISBN	Physical text available?	Digital text available ?	Digital platform with interactivity, assessment, or other features available?

The PUBLISHER agrees to the following:

1. After submission of a resource to LCPS for consideration in the basal resource approval process, the PUBLISHER will promptly inform LCPS in writing of any changes made in the resource prior to its approval by the School Board.
2. If any factual or editing errors are identified in a PUBLISHER's resource following its approval by the School Board, the PUBLISHER will submit a corrective action plan to LCPS within 30 days of

being notified by LCPS of the errors. Each corrective action plan must be tailored to the materiality of the errors identified and must be implemented in the manner most conducive to and least disruptive of student learning. Corrective action plans may include, but are not limited to: a) corrections upon reprinting of the resource; b) corrective edits to an online resource; c) electronic errata sheets posted on the PUBLISHER's and LCPS' Web sites; d) print errata sheets provided to schools for insertion into resources; e) replacement books; and f) return of the resource and refund of any payment made for the resource. Upon approval of the corrective action plan, the PUBLISHER will implement the plan at the PUBLISHER's expense.

3. If, upon being notified by LCPS of factual or editing errors in an approved resource, the PUBLISHER disputes that the resource contains such errors, the PUBLISHER must submit a written explanation of its position to LCPS within thirty (30) days of receiving notice from LCPS of the error. Upon request, the PUBLISHER may meet with LCPS. The School Board reserves to itself the right to make a final determination of whether the resource contains a factual or editing error. If the School Board determines that the resource contains such an error, the PUBLISHER will submit a corrective action plan to LCPS within fifteen (15) days after receiving notice of the School Board's determination.
4. If numerous and/or significant errors are identified in a resource on the School Board's approved list, the School Board may, in its sole discretion, withdraw the resource from the approved list. The School Board must notify the PUBLISHER in writing before it removes its resource from the approved list. The PUBLISHER will have thirty (30) days to respond in writing and the right to meet with LCPS before removal. A "significant error" is a factual or editing error that the School Board or Department of Education determines within the context of the intended use of the resource will substantially interfere with student learning. A change in knowledge that occurs subsequent to publication shall not constitute a significant error.
5. If the PUBLISHER makes updates/revisions to resources after they have been approved by the School Board, the PUBLISHER will ensure that the updated/revised material has been vetted through the same quality assurance process for accuracy and editing outlined in the signed certification. The PUBLISHER will notify LCPS and any school division that has purchased this material of the updates/revisions that have been made.

<input type="checkbox"/> Please check here if this submission includes an attachment that outlines if and how duplicate versions (print or digital) of primary materials vary. (Item #3 in the certification)	Signature of President of the Company or Designee:
Date:	Name and Title of Person Signing:

EXHIBIT 5 - AUTHORS, EDITORS, AND CONTENT REVIEW EXPERTS

Please complete the table below. Include each author and/or editor associated with the development of the primary material. This item must be completed for each material submitted for review. ***Please make copies of the table for each material as necessary.***

Line item Pricing Schedule	Primary Material <i>Please list title of the resource or series submitted as a primary material</i>	Edition	Author / Editor
Education and professional background		Related Published works	
Professional qualifications and specific areas of expertise		Role of the author/editor in writing the resource (include references to specific sections, chapters, pages, etc.)	
Did the author/editor review the final copy of his/her work before publication?			
Yes / No			

Line item Pricing Schedule	Primary Material <i>Please list title of the resource or series submitted as a primary material</i>	Edition	Author / Editor
Education and professional background		Related Published works	
Professional qualifications and specific areas of expertise		Role of the author/editor in writing the resource (include references to	

	specific sections, chapters, pages, etc.)
Did the author/editor review the final copy of his/her work before publication?	
Yes / No	

Line item Pricing Schedule	Primary Material <i>Please list title of the resource or series submitted as a primary material</i>	Edition	Author / Editor
Education and professional background		Related Published works	
Professional qualifications and specific areas of expertise		Role of the author/editor in writing the resource (include references to specific sections, chapters, pages, etc.)	
Did the author/editor review the final copy of his/her work before publication?			
Yes / No			

ATTACHMENTS (*Stand-alone documents provided & completed separately*)
Submit as stand-alone documents along with your proposal document

ATTACHMENT A – EXECUTIVE SUMMARY & SPECIFIC APPROACH

In addition to including the required information in Proposal Section 1 above within the proposal document, also include a stand-alone PDF version of the one to three-page Executive summary and Specific Approach.

ATTACHMENT B – TECHNICAL REQUIREMENTS OF DIGITAL PRODUCTS

Submit completed and as a stand-alone spreadsheet document for each different digital platform for which you are submitting for consideration. DO NOT SUBMIT AN INCOMPLETE SPREADSHEET. There will not be time to request follow-up.

ATTACHMENT C – GENERAL ENGLISH REQUIREMENTS

Complete and submit ONE stand-alone PDF for each textbook series or screening tool submitted. DO NOT SUBMIT AN INCOMPLETE PDF. There will not be time to request follow-up.

ATTACHMENT D – VERTICAL ARTICULATION 2024 SOLS 9-12 STANDARDS

Complete and submit ONE stand-alone PDF for each textbook series submitted, correlated to VA SOL. DO NOT SUBMIT AN INCOMPLETE PDF. There will not be time to request follow-up

ATTACHMENT E - UNIVERSAL LITERACY SCREENING TOOL CRITERIA

Complete and submit one stand-alone PDF for each Universal Screening Tool being submitted for consideration.

ATTACHMENT F – PUBLISHER’S SUBMITTED TITLES & FORMATS

In addition to including the required information in *Exhibit 5, Publisher Certification & Agreement* within the proposal document, also include a stand-alone PDF version of *just the table of resource titles etc.* as Attachment E

ATTACHMENT G – INTRODUCTORY VIDEO

Provide a prepared 20-30-minute Introductory Video to introduce each textbook series/digital platform or screening tool being submitted for consideration. This may be something that already exists or something that is prepared just for this purpose. Review committees will view these videos as an introduction alongside submitted documentation and independent reviews of resources. Submit videos as a common and readily accessible digital format and name the file “Attachment F - Introductory Video”

ATTACHMENT H – ACCESSIBILITY & ADAPTIVITY DETAILS

Complete the vendor self-reflection regarding the user interface criteria for each digital platform being submitted as a potential solution.

ATTACHMENT I - DIGITAL REVIEW INFORMATION

Provide a stand-alone PDF that provide the URL and login credentials for both a student and teacher environment (restricted to LCPS staff only). Include any walkthrough or introduction necessary to use the resource.

ATTACHMENT J – POINTS OF CONTACT

Complete and submit a stand-alone PDF indicating whom to contact for various circumstances.

ATTACHMENT K - DATA PRIVACY AGREEMENT

Submit completed and as a stand-alone document. DO NOT SUBMIT AN UNSIGNED DPA.

ATTACHMENT L - PRICING SCHEDULE

Complete and submit a stand-alone Spreadsheet for each title/series/resource's pricing submitted. Note the requested 1-year, 4-year, and 7-year digital terms mentioned in the RFP.