



COMMONWEALTH OF VIRGINIA  
**County of Henrico**

DEPARTMENT OF FINANCE  
Oscar Knott, CPP, CPPO, VCO  
Purchasing Director

**RFP No. 22-2326-3EMF**

**May 27, 2022**  
**Request for Proposal (“RFP”)**  
**Library Databases for Henrico County Public**  
**Schools**

Your firm is invited to submit a proposal to provide library research databases in accordance with the enclosed Specifications and General Terms and Conditions. Pursuant to Section 2.2-4304 of the Code of Virginia, this procurement is a cooperative procurement being conducted on behalf of Henrico County and other public bodies.

Your firm’s proposal submittal, **consisting of one (1) complete electronic copy and one (1) redacted electronic copy (if applicable) in a “pdf” format**, will be received no later than **June 17, 2022 at 2:00 p.m.** by submission through the Commonwealth of Virginia’s electronic procurement platform [eVA](#).

Time is of the essence, and any offeror that attempts to submit a proposal after the appointed hour for submission, will be unable to, because eVA automatically closes the solicitation at the appointed time. The time of receipt shall be determined by the time clock in eVA. Offerors are responsible for ensuring that their proposals are submitted in eVA by the deadline indicated.

Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. On the contrary, all responsible offerors are encouraged to submit proposals. The County of Henrico reserves the right to accept or reject any or all proposals submitted.

**Pursuant to Henrico County Code Section 16-43, the award will be made by the Purchasing Director.**

This RFP and any addenda are available on the County of Henrico website at: <http://henrico.us/finance/divisions/purchasing>, and on eVA at <https://eva.virginia.gov/>.

Should you have any questions concerning this RFP, please contact **Eileen Falcone at fal51@henrico.us** by no later than noon. on **June 7, 2022**.

Very truly yours,  
Oscar Knott, CPP, CPPO, VCO  
Purchasing Director

Eileen M. Falcone, CPPB  
Assistant Division Director

## I. INTRODUCTION

### A. Purpose

The purpose of this request for proposal (RFP) is to solicit sealed proposals for Henrico County Public Schools (HCPS) to provide school library research databases for all grade levels. Multiple contracts will be awarded as a result of this RFP. Contracts will not be awarded to those databases provided by the Library of VA.

### B. Background

HCPS is a large metropolitan school district with just under 50,000 students in 74 schools for the 2021-2022 school year. This includes 46 elementary schools, 12 middle schools, 9 high schools, 2 technical centers, 3 program centers, one preschool center and one virtual school. Approximately 3,700 teachers work in the system at this time.

Currently HCPS uses the following databases:

- Coughlin/Capstone – Pebble Go
- EBSO – Advanced Placement and NovelList
- Britannica – Encyclopedia Britannica and Britannica Image Quest
- Cengage/Gale – Student in Resources in Context
- Infobase Inc. – Facts on File

## II. SCOPE OF SERVICES

### A. General Requirements

The proposed solution shall provide:

1. A solution for PK-12 coverage for general encyclopedia databases including, but not limited to dictionary, thesaurus, almanac and atlas.
2. The ability to print and/or email and/or transfer to Google Drive accounts of full text, abstracts, and graphics and does not require email access on the searching computer.
3. Lesson plans and/or resources tied to Virginia SOL.
4. Copy ready citations, format tools, compatible with citation builder such as Noodle Tools.
5. Translation for ELL students and language classes and audio for students.
6. A variety of formats (video, audio, ebook, reference, periodical, transcript, etc.) which include primary and secondary source documents.
7. Reading, vocabulary, and conceptual level appropriate for age level of students.
8. Articles that can be linked to Schoology and/or other district platform programs.
9. Searches multiple encyclopedias/articles/etc.
10. Ease of access. No more than 3 clicks from initial search to get to information.
11. Multiple reading levels preferred (single articles that can be leveled for reading ability).
12. Graphic friendly, colorful interface, and are ADA compliant and comply with the [Information Technology Accessibility Act](#) Code of Virginia- 2-2-3500)

## B. Specific Requirements

At a minimum, the proposed databases should include the following:

1. High School
  - a. Academic coverage including:  
Collegiate level for AP and DE students, Literature/English, Social Studies/Cultures, Sciences, Current Issues, Business and Economics, Fine and Performing Arts, Technology, Career Education, Mathematics, World Language. Request at least 75% be full text.
  - b. Advanced search that allows for:  
Boolean operators, truncation, phrase searching, full-text only searching, proximity searching, topic browsing, publication searching, reading level, content type, peer reviewed, and date range searching.
2. Middle School
  - a. Academic content coverage appropriate for middle school including but not limited to:  
English/Literature, Social Studies/Cultures, Sciences, Current Issues, Business and Economics, Fine and Performing Arts. Request at least 75% be full text.
  - b. Advanced search should allow for Boolean operators, truncation, phrase searching,
  - c. full-text only searching, proximity searching, topic browsing, publication searching, reading level, content type, peer reviewed, and date range searching.
3. Elementary School
  - a. Academic content coverage appropriate for elementary school including Virginia SOL content areas.
  - b. Ease of use for student/teacher/librarian including help pages, lesson plans, dictionary, thesaurus, almanac and atlas.

## C. Reporting

The proposed solution should provide a monthly data metric systems usage report, in a format to be agreed upon.

## D. Training and Support

1. Offerors should include a description of the optional or required training for implementation of programs as well as options for continued training (on-site, webinar, and printed materials) for all users. Offerors should provide pricing for training and Professional Development.
2. The Successful Offeror shall offer a toll-free service number for help desk support to HCPS at a minimum from 8:00 am to 5 pm EST, Monday-Friday.

## III. **TECHNOLOGY REQUIREMENTS**

### A. User Interface

1. Browser Support – the proposed solution shall:
  - a. Have compatibility with the current versions of multiple browsers- at minimum, current versions of Edge, Safari, and Chrome browsers.

- b. Maintain compatibility with listed browsers and future versions/updates/releases of the listed browsers for the duration of the contract.
    - c. Only require standard browser plugins.
  - 2. The proposed solution will be compliant with the Americans with Disabilities Act requirements for accessibility.
  - 3. The proposed solution shall be cloud-based and delivered via the Internet over wireless LANs to the client's browser.
  - 4. The proposed solution shall provide an intuitive user interface that allows for ease of use by teachers and students.
  - 5. The proposed solution shall support mobile technology including but not limited to the specific mobile devices currently used in HCPS (iOS, Chromebooks and Android Platforms).
- B. Integration
  - 1. The proposed solution shall provide methods for user account administration that are easy to use and maintain.
  - 2. The proposed solution shall support a single sign-on solution that does not require staff or students to have a separate account or password for accessing the vendor's application.
  - 3. The proposed solution shall allow for LTI, Azure Active Directory or LDAP as a method of authentication and authorization.
  - 4. The proposed solution shall provide a means to identify the individual or client using the application, authenticate the individual and determine the authorities and rights granted to that individual as well as a reporting engine for tracking usage and progress.
  - 5. Any requirements for student, staff, course, roster or school information must be supported through a common specification. The exchange of data must be through a common protocol and not require the installation of vendor-specific software in the HCPS internal infrastructure. HCPS currently supports the following means of exchanging student information in order of preference but will accept other non-vendor specific protocols:
    - a) LTI integration as a Tool Provider (TP) with our LMS Solution (Schoology)
    - b) SIF - Student Information framework
    - c) Exchange of information through Clever - a third party vendor for exchanging common data for school systems; the Successful Offeror is responsible for any costs incurred with Clever implementation.
    - d) File exchange via the IMS OneRoster format to a vendor supported sFTP server
    - e) File exchange to a vendor-supported sFTP server. If this option is used the vendor must provide all specifications for file requirements in their proposal.
  - 6. No additional fees may be charged to HCPS for data integration
  - 7. The proposed data exchange solution must be described in detail in the Offeror's response. The proposed solution must also include limitations the Offeror has such as the number of teachers for a class and the number of schools associated with teachers and students.
  - 8. Solutions that allow for seamless integration of their product through the IMS Global interoperability standards are preferred. The proposal shall provide a detailed description of the implementation and support the solution has for LTI version 1.1 ® or higher certified as a Tool Provider(TP) with our LMS Solution (Schoology).

C. Infrastructure and System Administration

1. The proposed solution will provide a secure, web-based system for data in transit and at rest.
2. Successful Offeror(s) will document compliance with all local, state, and federal laws related to student data privacy.
3. The proposed solution shall contain neither commercial content nor serve as a vehicle to market goods and services.
4. Web Accessibility
  - a. The solution shall be accessible to persons with disabilities, including:
    - i. Blindness, color blindness, visual impairment
    - ii. Deafness, hearing impairment
    - iii. Speech impairment
    - iv. Mobility, strength, dexterity or reach impairment
  - b. The solution shall support the use of commonly available screen readers.
  - c. The solution shall comply with Federal Web Accessibility Standards (part of Section 508 of the Rehabilitation Act).
  - d. The solution shall meet Level A and Level AA guidelines as specified by the W3C's WCAG 2.0 guidelines.
5. The proposed solution shall be able to handle at least 60,000+ concurrent HCPS users with less than 30 ms latency. Offeror(s) must provide comprehensive documentation to evidence the ability to accommodate concurrent users based on data collected from a similar environment.
6. If the solution is reliant on LDAP authentication, HCPS will only accept a defined external IP address to allow Firewall transactions and will not accept the allowance of entire network segments.
7. HCPS shall have the ability to submit requests for an alteration of the digital content (including additional supporting data, modification of current data, or removal of data deemed inappropriate by HCPS) via email or web-based forms embedded in the digital content.

D. Computer, Software, and Network Specifications

The proposed solution shall meet all performance requirements defined in this document and be currently compatible with the following minimum computer specifications as well as maintaining compatibility with updates/patches/versions of listed software for the duration of the contract (at a minimum beginning with the versions listed below).

1. Staff District-wide; All High, Middle Students and limited numbers for Elementary Students
  - a. Windows Laptop
    - i. Software
      1. OS – 64-bit, Windows 10, 1909 or higher; Win11
      2. Browsers – Google Chrome 98.x or above; Microsoft Edge 98.x or above
    - ii. Hardware: Dell Laptops – All:
      1. Specifications:
        - a. Displays: 11” – 14” depending upon model
        - b. Network connections: wireless
  - b. Chromebooks (primary device for Elementary Students; 1<sup>st</sup>-5<sup>th</sup>)

- i. Software
  - 1. Chromium OS 97.x+ or above
- ii. Hardware: Dell Chromebook 3100 (touch & non-touch):
  - 1. Specifications:
    - a. Display - 11.6" HD (1366 x 768) Anti-Glare Non-Touch, Camera & Microphone, WLAN Capable - Display
- c. iOS Devices - Elementary and Secondary
  - i. Software
    - 1. iOS version - 15.x
    - 2. Safari browser
  - ii. Hardware (Based on iPad MR7F2LL/A)
    - 1. Display - 9.7-inch (diagonal) LED-backlit, multi-touch with IPS technology
    - 2. Wireless-A, Wireless-AC, Wireless-B, Wireless-G, Wireless-N

E. Networking Environment

- 1. District Internet Bandwidth
  - a. 2x 8 Gbps Comcast ENI circuits to supply a total district bandwidth of 16 Gbps of Internet Service to the Data Center which is then distributed to the entire district via the size and type of WAN circuits listed above.
- 2. Firewall Protection
  - a. Firewalls are in use

**IV. ANTICIPATED PROCUREMENT SCHEDULE**

The following represents the timeline of the process currently anticipated by the County:

|                                       |                          |
|---------------------------------------|--------------------------|
| Request for Proposal Distributed      | May 27, 2022             |
| Questions Due                         | June 7, 2022; noon       |
| Receive Written Proposals             | June 17, 2022; 2:00 p.m. |
| Conduct Oral Interviews with Offerors | TBD                      |
| Negotiations Completed                | June/July, 2022          |
| Award Contract                        | June/July, 2022          |
| [Installation/Services] Begin         | July, 2022               |

**V. GENERAL CONTRACT TERMS AND CONDITIONS**

A. Annual Appropriations

The contract resulting from this procurement ("Contract") shall be subject to annual appropriations by the Henrico County Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The Successful Offeror ("Successful Offeror" or "Contractor") shall not be entitled to seek redress from the County or its elected officials, officers, agents, employees, or volunteers should the Board of Supervisors fail to make annual appropriations for the Contract.

B. Award of the Contract

1. The County reserves the right to reject any or all proposals and to waive any informalities.
2. The Successful Offeror must, within fifteen (15) calendar days after Contract documents are presented for signature, execute and deliver to the Purchasing office the Contract documents and any other forms or bonds required by the RFP.
3. The Contract resulting from this RFP is not assignable
4. Notice of award or intent to award may also appear on the Purchasing Office website: <http://henrico.us/finance/divisions/purchasing/>.

C. Collusion

By submitting a proposal in response to this Request for Proposal, each Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. § 1 et seq.) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

D. Compensation

The Successful Offeror must submit a complete itemized invoice for services that are performed under the Contract. The County shall pay the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

E. Controlling Law and Venue

The Contract will be made, entered into, and shall be performed in the County and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflicts of law principles. Any dispute arising out of the Contract, its interpretations, or its performance shall be litigated only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

F. Termination by County

1. The County may terminate the Contract for cause or for convenience.
2. Termination for Cause
  - a. If the Successful Offeror fails to perform the Contract, in whole or in part, the County shall give the Successful Offeror written notice of the default and the opportunity to cure it by a stated deadline.
  - b. If the Successful Offeror fails to cure its default by the deadline, then the County may terminate the contract, in whole or in part, by providing written notice of termination to the Successful Offeror. The notice of termination shall state the effective date of termination. A partial termination shall set forth the nature and scope of the termination.
  - c. Unless the notice of termination states otherwise, the Successful Offeror shall stop performing the Contract when it receives the notice of termination.
  - d. An equitable adjustment in the Contract price shall be made for unpaid services satisfactorily rendered and goods satisfactorily delivered before the

date the Successful Offeror receives the notice of termination minus the County's cost to complete the Successful Offeror's work. The Successful Offeror shall not be entitled to payment for services rendered or goods delivered after the date the Successful Offeror receives the notice of termination or for reimbursement of any cost the Successful Offeror incurs after the date the Successful Offeror receives the notice of termination. If the County's cost to complete the Successful Offeror's work exceeds the unpaid balance due to the Successful Offeror, the County will not owe the Successful Offeror any money; instead, the Successful Offeror shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work.

- e. Unless the parties expressly agree in writing otherwise, the County may transmit notices of default and termination for cause by email, USPS First-Class Mail®, or courier or overnight delivery service. The Successful Offeror shall be deemed to be in receipt of any notice emailed on the day the County sends it. The Successful Offeror shall be deemed to be in receipt of any notice the County sends by USPS First-Class Mail® three business days after the date shown in the postmark. The Successful Offeror shall be deemed to be in receipt of any notice the County sends by courier or overnight delivery service on the date of delivery as confirmed by the courier or overnight delivery service.
  - f. If the Successful Offeror receives two notices of default, the County shall not be obligated to give the Successful Offeror the opportunity to cure any subsequent defaults but may terminate the contract in accordance with this section.
  - g. If any act or omission of the Successful Offeror (including the Successful Offeror's employees, agents, subcontractors, and assigns) arising out of the performance of the contract causes any person to suffer bodily injury that involves substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ, or mental faculty, then the County shall not be obligated to give the Successful Offeror the opportunity to cure its default but may terminate the contract in accordance with this section.
  - h. Any remedies this section affords to the County are non-exclusive, and the County may enforce any remedy available at law or in equity in connection with any default of the Successful Offeror. Termination of the Contract for cause does not relieve the Successful Offeror of liability for damages the County sustains because of the Successful Offeror's breach.
3. Termination for Convenience
- a. The County may terminate the Contract, in whole or in part, whenever the Purchasing Director determines that such termination is in the County's best interest.
  - b. The County must give the Successful Offeror written notice of a termination for convenience. The notice must specify the extent to which the Contract is terminated and the effective termination date. The effective termination date shall be at least seven calendar days after the date the County issues the notice of termination for convenience.
  - c. An equitable adjustment in the Contract price shall be made for unpaid services satisfactorily rendered and goods satisfactorily delivered before the date the Successful Offeror receives the notice of termination. The



Successful Offeror shall not be entitled to payment for services rendered or goods delivered after the date the Successful Offeror receives the notice of termination, and the Successful Offeror shall not be entitled to payment for any costs it incurs after the date it receives the notice of termination.

- d. Unless the County's notice specifies otherwise, the Successful Offeror must stop work on the date it receives the notice of termination.
- e. Unless the parties expressly agree otherwise, the County may transmit notices of termination for convenience by email, USPS First-Class Mail®, or courier or overnight delivery service. The Successful Offeror shall be deemed to be in receipt of any notice emailed on the day the County sends it. The Successful Offeror shall be deemed to be in receipt of any notice sent by USPS First-Class Mail® three business days after the date shown in the postmark. The Successful Offeror shall be deemed to be in receipt of any notice the County sends by courier or overnight delivery service on the date of delivery as confirmed by the courier or overnight delivery service.

G. Drug-Free Workplace to be Maintained by the Contractor (VA. Code §2.2-4312)

1. During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
2. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

H. Employment Discrimination by Contractor Prohibited

1. Contractor certifies to the County of Henrico, Virginia that it 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 § 2.2-4311 of the Virginia Public Procurement Act. 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 or national origin and shall be subject to the same rules as other organizations that contract with public bodies 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. (Code of Virginia, § 2.2-4343.1E). During the performance of this Contract, the Contractor agrees as follows (Va. Code § 2.2-4311):

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, 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 nondiscrimination clause.
  - b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor will include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

I. Employment of Unauthorized Aliens Prohibited

As required by Virginia Code §2.2-4311.1, the Contractor does not, and shall not during the performance of this agreement, in the County of Henrico, Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

J. Ethics in Public Contracting

Contractor certifies that its 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 its 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.

K. Antitrust

By entering into a contract, the Successful Offeror conveys, sells, assigns, and transfers to the County of Henrico, Virginia 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 services purchased or acquired by the County under the contract.

L. Testing and Inspection

The County reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications.

M. Assignment of Contract

A contract shall not be assignable by the Successful Offeror in whole or in part without the written consent of the County

N. Indemnification

The Successful Offeror agrees to indemnify, defend and hold harmless the County(including Henrico County Public Schools), and the County's officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the County's sole negligence.

O. Insurance Requirements

The Successful Offeror shall maintain insurance to protect itself and the County and the County's elected officials, officers, agents, volunteers and employees from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of services under the Contract, whether such services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. **(Attachment E)**.

P. No Discrimination against Faith-Based Organizations

The County does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.

Q. Offeror's Performance

1. The Successful Offeror agrees and covenants that its agents and employees shall comply with all County, state and federal laws, rules and regulations applicable to the business to be conducted under the Contract.
2. The Successful Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
3. The Successful Offeror shall cooperate with County officials in performing the Contract work so that interference with the County's normal operations will be held to a minimalized.
4. The Successful Offeror shall be an independent contractor and shall not be an employee of the County.

R. Ownership of Deliverable and Related Products

1. The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or

prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.

2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.
3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the County.

S. Record Retention and Audits

1. The Successful Offeror shall retain, during the performance of the Contract and for a period of five years from the completion of the Contract, all records pertaining to the Successful Offeror's proposal and any Contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the County on demand and without advance notice during the Successful Offeror's normal working hours.
2. County personnel may perform in-progress and post-audits of the Successful Offeror's records as a result of a Contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.

T. Severability

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

U. Minority-, Woman-, Service Disabled Veteran-Owned, Small Businesses and Employment Services Organizations

It is the policy of the County to actively seek out and provide contracting opportunities to minority-, woman-, service disabled veteran-owned, small businesses and employment services organizations in procurement transactions made by the County.

The County strongly encourages all suppliers to respond to Invitations for Bids and Request for Proposals and supports the use of minority, woman-, service disabled veteran-owned, small businesses and employment services organizations for sub-contracting opportunities.

All formal solicitations are posted on the Commonwealth of Virginia eVA and the County's internet site at <http://henrico.us/finance/divisions/purchasing/> and may be viewed under the Bids and Proposals link. Construction related solicitations are located

on eVA and County internet sites and on ProcureWare at <https://henrico.procureware.com/home>.

V. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Successful Offeror desires to subcontract some part of the work specified in the contract, the Successful Offeror shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Successful Offeror shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

W. Taxes

1. The Successful Offeror shall pay all County, state, and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Such taxes shall not be in addition to the Contract price between the County and the Successful Offeror because the taxes shall be solely an obligation of the Successful Offeror and not the County, the County shall be held harmless for same by the Successful Offeror.
2. The County is exempt from the payment of federal excise taxes and the payment of state sales and use tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

X. Reserved

Y. County License Requirement

If a business is located in the County, it is unlawful to conduct or engage in the business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your proposal submission. If your business is not located in the County, include a copy of your current business license with your proposal submission. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

Z. Environmental Management

The Successful Offeror must comply with all applicable federal, state, and local environmental regulations. The Successful Offeror is required to abide by the County's Environmental Policy Statement: [http://henrico.us/pdfs/risk/env\\_policy.pdf](http://henrico.us/pdfs/risk/env_policy.pdf) which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation. Employees of the Successful Offeror must be properly trained and have any necessary certifications to carry out environmental responsibilities. The Successful Offeror must immediately communicate any environmental concerns or incidents to the assigned County Project Manager and the County Risk Manager.

AA. Safety

1. The Successful Offeror shall comply with and ensure that the Successful Offeror's personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The Successful Offeror 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 Successful Offeror.
2. Each job site must have a supervisor who is competent, qualified, or authorized on the worksite, who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must 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 is capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Offeror's personnel from the work site.
3. In the event the County determines any operations of the Successful Offeror to be hazardous, the Successful Offeror must immediately discontinue such operations upon receipt of either written or oral notice by the County to discontinue such practice.

BB. Authorization to Transact Business in the Commonwealth

1. 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 or other business form must 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 law.
2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission (Attachment C). 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 of the Code of Virginia or as otherwise required by law must include in its proposal a statement describing why the Offeror is not required to be so authorized.
3. An Offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a written waiver is granted by the Purchasing Director, his designee, or the County Manager.

4. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment by the County.
5. Any business entity described in subsection 1 that enters into a contract with a public body must not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.

CC. Payment Clauses Required by Va. Code §2.2-4354

Pursuant to Virginia Code § 2.2-4354:

1. The Successful Offeror shall take one of the two following actions within seven days after receipt of amounts paid to the Successful Offeror by the County for all or portions of the goods and/or services provided by a subcontractor: (a) pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or (b) notify the County and subcontractor, in writing, of the Successful Offeror's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. The Successful Offeror that is a proprietor, partnership, or corporation shall provide its federal employer identification number to the County. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror who is an individual contractor shall provide his/her social security numbers to the County.
3. The Successful Offeror shall pay interest to its subcontractors on all amounts owed by the Successful Offeror that remain unpaid after seven days following receipt by the Successful Offeror of payment from the County for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1. above.
4. Unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.
5. The Successful Offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
6. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of the County. 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.

DD. Contract Period

1. The contract period shall be from date of award through June 30, 2023. Contract prices shall remain firm for the contract period.
2. The contract may be renewed for four (4) additional one-year periods upon the sole discretion of the County at a price not to exceed 3% above the

previous year's prices unless written approval is given by the Purchasing Director.

3. The Successful Offeror shall give at least a 90 days' written notice to the County for any price increases and/or if it does not intend to renew the contract at any annual renewal.
4. The contract shall not exceed a maximum of five (5) years.

EE. Occupational Safety & Health Policy Statement

The Successful Offeror must comply with all applicable federal, state, and local occupational safety and health standards. The Successful Offeror is required to abide by the County's Occupational Safety & Health Policy Statement: [https://henrico.us/pdfs/risk/h\\_safety\\_policy.pdf](https://henrico.us/pdfs/risk/h_safety_policy.pdf) which emphasizes maintaining a safe and healthy work environment for all employees, volunteers, and contractors who access County property and locations. The Successful Offeror must be properly trained and have any necessary certifications to carry out occupational safety and health policy responsibilities. The Successful Offeror must immediately communicate any concerns or incidents to the assigned County Project Manager and the County Risk Manager.

FF. Tobacco – Free Requirement

County Public Schools (“HCPS”) has a tobacco-free policy on school property. Therefore, the use or display of tobacco products by the Contractor, its suppliers and/or subcontractors on school property is strictly prohibited at all times, including days and/or hours when school is not in session. This includes, but is not limited to, outdoor areas of school properties and personal or business vehicles present on school property.

“Tobacco products” include any lit or unlit cigarette (including candy cigarettes), cigar, pipe, smokeless tobacco, dip, chew, and snuff in any form. This includes electronic cigarettes, cigarette packages, smokeless tobacco containers, lighters, and any other items containing or reasonably resembling tobacco, tobacco product images and tobacco company logos, such as key chains, t-shirts, ash trays, and coffee mugs.

“School property” includes land, buildings, facilities, and vehicles owned or rented by HCPS. School property includes parking lots, playgrounds and recreational areas.

GG. Direct Contact with Students Certification

Pursuant to Va. Code § 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.



Any individual making a materially false statement regarding any such offense is guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction is grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

**The County cannot award a contract to an Offeror that does not complete the Attachment F as part of their submission.**

HH. Conduct

1. Fraternalization between supplier and teachers or students is strictly prohibited.
2. Use, consumption, and/or possession of any controlled substance, substances considered to be illegal, and alcohol are strictly prohibited on school grounds.
3. Cigarette smoking is prohibited on school grounds.
4. Use of vulgar, suggestive or abusive language or gestures is strictly prohibited on school grounds.
5. Use of radios/stereos or other noise producing equipment shall not be used. No weapons of any kind are allowed on school grounds.

II. Service Accessibility

Pursuant to the award of the contract and as soon as practicable but not later than September 1, 2019, the Successful Offeror shall confirm that all online content and/or web-based functionality provided is accessible to individuals with disabilities except where doing so would impose a fundamental alteration or undue burden. Accessibility will be measured according to the W3C's Web Content Accessibility Guidelines (WCAO) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 techniques for web content, which are incorporated by reference.

JJ. Cooperative Procurement

This procurement is being conducted by the County in accordance with the provisions of Section 2.2-4304 of the Code of Virginia. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this Contract. The Contractor shall deal directly with any public body it authorizes to use the Contract. The County, its officials, and its employees are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public body, and in no event shall the County, its officials, or its employees be responsible for any costs, damages or injury resulting to any party from another public body's cooperative use of a County contract. The County assumes no responsibility for any notification of the availability of the Contract for use by other public bodies, but the Contractor may conduct such notification.

## VI. PROPOSAL SUBMISSION REQUIREMENTS

- A. The Purchasing Division will not accept oral proposals, nor proposals received by telephone, FAX machine, email or hard copy submissions. Proposals will only be accepted through eVA.
- B. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.
- C. The Proposal Signature Sheet (**Attachment A**) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Division requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
- D. Reserved.
- E. The time proposals are received shall be determined by the time clock in eVA. Offerors are responsible for insuring that their proposals are submitted in eVA by the deadline indicated.
- F. By submitting a proposal in response to this Request for Proposal, the Offeror represents it has read and understands the Scope of Services and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the Contract work.
- G. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the Contract.
- H. Subject to the limitations of Va. Code § 2.2-4342(F), trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342(F)). (**Attachment D**)
- I. A proposal may be modified or withdrawn by the Offeror anytime prior to the time and date set for the receipt of proposals. The Offeror shall follow the process in eVA. No proposal can be withdrawn after the time set for the receipt of proposals and for one-hundred twenty (120) days thereafter.

- J. The County welcomes comments regarding how the proposal documents and scope of services may be improved. **Offerors requesting clarification, interpretation of, or improvements to the Request for Proposal's general terms, conditions, and scope of services shall submit technical questions concerning the Request for Proposal no later than noon, June 7, 2022, in writing.** Any changes to this Request for Proposals shall be in the form of a written addendum issued by the Purchasing Division and it shall be signed by the Purchasing Director or a duly authorized representative. **Each Offeror is responsible for determining that it has received all addenda issued by the Purchasing Division before submitting a proposal.**
- K. All proposals received on time shall be accepted for consideration. Proposals shall be open to public inspection only after award of the Contract.

**VII. PROPOSAL RESPONSE FORMAT**

- A. Offerors shall submit a written proposal that present the Offeror's qualifications and understanding of the work to be performed. Offerors must address each evaluation criterion and be specific in presenting their qualifications. The proposal should provide all the information considered pertinent to the Offeror's qualifications for this project.
- B. The Offeror should include in its proposal the following:
1. Table of Contents  
All pages are to be numbered.
  2. **Tab 1 – Introduction and Signed Forms**  
In this tab, the following items should be provided:
    - a. Cover Letter – On company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal.
    - b. Proposal Signature Sheet – **Attachment A**
    - c. Business Classification Form – **Attachment B**
    - d. Virginia State Corporation Commission Registration Information – **Attachment C**
    - e. Proprietary/Confidential Information – **Attachment D**
    - f. Direct Contact with Students Form – **Attachment F**
  3. **Tab 2 – Statement of the Scope.**  
In this tab, Offerors, in concise terms, shall state their understanding of the Scope of Services requested by this RFP in Section II.
  4. **Tab 3 - Offeror Qualifications, Experience, Resumes and Financial Capacity**  
In this tab, offeror should demonstrate the Offeror's and their staff's qualifications and experience in providing the services as requested in this Request for Proposal (RFP). Offeror's should provide, at a minimum, documentation demonstrating that their firm is a firm regularly engaged in providing the services solicited in this RFP. If subconsultants are to be utilized provide similar

documentation to what has been requested of the offeror in this section. Provide appropriate documentation to support:

- a. Years in business
- b. Experience in PreK-12 education market
- c. Number of current customers

5. **Tab 4 – Service Approach and Implementation**

In this tab, offerors should describe, in detail, the proposed solution. Offerors shall discuss their current workload and their ability to provide their proposed solution by July 1, 2022. Offerors shall provide, at minimum, the following:

- a. Offerors shall provide a link for committee members to use during evaluations.
- b. Any agreements to which HCPS may be required to agree to as part of the contract should your firm be awarded the contract. (i.e. Service Level Agreement etc.)
- c. Any terms and conditions the “end user” is required to accept;
- d. Discuss how parental consent is handled, if required; and
- e. A detailed timeline for implementation of the proposed solution indicating resources (responsible party) and completion dates.

6. **Tab 5 - Technical Administration, User Interface, and Integration**

In this tab, offerors should describe, in detail, how the proposed solution meets the technical requirement of the RFP. Offerors shall provide, at a minimum, documentation to support:

- a. Evidence of their ability to accommodate concurrent users based on data collected from a similar environment;
  - b. How accounts are maintained in their system and how they support automated provisioning of users and accounts;
  - c. Describe the data exchange process in detail;
  - d. Describe any limitations the proposed solution may have such as the number of teachers for a class and the number of schools associated with teachers and students;
  - e. Provide per user bandwidth requirements for the proposed solution;
  - f. Provide the average bandwidth per student required; and,
  - g. Provide a detailed description of the implementation and support the solution has for LTI version 1.1 or higher certified as a toll Provider (TP) with our LMS Solution (Schoology).
10. Provide all documentation for each piece of software equipment, or software, including copyright information, all operator and user manual, training materials necessary for the proper and successful use of the software where an installation or configuration on HCPS network or devices are required.

7. **Tab 6 – Infrastructure and System Administration**

In this tab, offerors shall provide information regarding infrastructure and system administration as described in the Scope of Services as well as the following information:

- a. Details of the hosting environment including hosting provider, service level agreements between the offeror and the hosting provider, and length of the relationship between the offeror and the hosting provider.
- b. Specifics of structures in place to ensure high availability including redundant Internet paths, hardware failover, scalability, and protection against denial of service attacks or other network threats.
- c. Specifics of security measures in place to ensure that district data is secure during both storage and transit.
- d. SOC 2 compliance status (certification documentation should be provided)
- e. Specifics of structures in place to ensure acceptable disaster recovery including backup schedules and redundancy.
- f. Internet Bandwidth requirements and provide a per-user bandwidth usage specification of the software product.
- g. Specifics of the availability of remote access to the district's data outside of the web-based application.
- h. Specifics on the frequency and duration of operating system and application updates including the procedures used to inform the district of maintenance windows and system downtime for these tasks.
- i. Any tools available to measure system responsiveness.
- j. Any limits on data storage (i.e. user quotas, access to previous year data, database size, etc.).
- k. Details about how visitor operations and student check-in/check-out can continue in the event of an internet or system outage. The proposed solution shall be deployed on servers and equipment hosted or administered by the Successful Offeror. Hosting the solution on a 3rd party, such as Amazon or Azure, is acceptable.

**8. Tab 7 – Reporting and Monitoring**

In this tab, offerors shall provide the following information regarding reports and monitoring

- a. Provide samples and descriptions of reports offered and the ability to customize content and reports.

**9. Tab 8 – Training and Professional Development**

In this tab, offerors shall describe training and professional development that is included with the proposed solution. Offerors shall include a description of the required training for implementation of the program as well as options for continued professional development at either the district or school level. Pricing shall be clearly defined in the proposal submission. Include pricing for county-wide, train-the-trainer model as well as resources and professional development options available to schools at no additional cost.

**10. Tab 9 – Pricing**

In this tab, offerors shall provide a detailed pricing schedule. The price shall include all costs associated with providing the services and materials outlined in Sec. II of this RFP.

- a. List all categories separately, itemized for evaluation such as license per student, teacher, classroom and site, material cost, training of County staff, projected man-hours, hourly rates, and reimbursable expenses.

- b. Provide all costs as it relates to the proposed solution for the Scenario on **Attachment H** and the breakdown of pricing on **Attachment I**

11. **Tab 10 – References**

In this tab, offerors shall provide a minimum of three (3) references who can attest to the Offeror's past performance to provide services similar to those required for this contract. References shall be from other school districts. The list should include contact person's name, position, telephone numbers, fax number, and if available the e-mail or Internet address.

Offerors may not use Henrico County as one of their references. By submitting a proposal, offerors agree to permit the County to contact the Offeror's clients to confirm the quality of past work for those clients.

12. (if needed) **Tab 11 – Exceptions**

In this tab, Offerors shall list any exceptions taken to the Scope of Services and General Terms and Conditions of this Request for Proposals. The County intends to make the RFP and the Successful Offeror's proposal a part of the contract between the parties, so Offerors should list any exceptions for purposes of negotiating the contract. Exceptions to any liability provisions contained in this Request for Proposals is not required to be submitted.

13. (if needed) **Tab 12 – Assumptions**

In this tab, offerors shall list any assumptions made when responding to this Request for Proposals.

14. (if needed) **Tab 13 – Appendices**

Optional for Offerors who wish to submit additional material that will clarify their response.

**VIII. PROPOSAL EVALUATION / SELECTION PROCESS**

A. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

| <b>Evaluation Criteria</b>   | <b>Weight</b> |
|--|---------------|
| <b>Functional Requirements</b><br><i>(In accordance with Sec. VII Items (B3), (B6), (B7), (B8) and (B12) this criterion considers the extent to which the Offeror's proposal satisfies the services requested by this RFP and clearly demonstrates the work to be performed as specified in Sec. II and Sec. III).</i> | 40            |
| <b>Experience and Qualifications</b><br><i>(In accordance with Section VII, Item (B4) and (B11) this criterion considers the Offeror's and assigned staff's experience and qualifications for providing services of similar size and nature as those requested by this RFP as specified in Section II.)</i>            | 25            |
| <b>Service Approach, Implementation and Training</b><br><i>(In accordance with Section VII, Item (B5) and (B9) this criterion considers the Offeror's service approach, implementation, and training as requested by this RFP and as specified in Section II and Sec. III.)</i>  | 20            |
| <b>Price</b><br><i>(In accordance with Section VII, Item (B10), this criterion considers the Offeror's pricing for completing the services requested by this RFP as specified in Section II.)</i>  | 10            |
| <b>Quality of Proposal Submission / Oral Presentations</b><br><i>(This criterion considers the overall quality of the Offeror's proposal submitted and any oral presentations required.)</i>   | 5             |
| <b>Total</b>   | 100           |

B. For goods, nonprofessional services, and insurance, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. In the case of a proposal for information technology, as defined in Va. Code § 2.2-2006, the County shall not require an Offeror to state in a proposal any exception to any liability provisions contained in the Request for Proposal. Negotiations shall then be conducted with each of the Offerors so selected. The Offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that Offeror. Should the County 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.

**ATTACHMENT A  
PROPOSAL SIGNATURE SHEET**

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal (“RFP”) **No. 22-2326-3EMF Library Research Databases for Henrico County Public Schools.**

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

|   |
|---|
| LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME): |
|   |
| ADDRESS:  |
|   |
|   |
| FEDERAL ID NO:  |
|   |
| SIGNATURE:  |
|   |
| NAME OF PERSON SIGNING (PRINT):                       |
|   |
| TITLE:  |
|   |
| TELEPHONE:  |
|   |
| FAX:  |
|   |
| EMAIL ADDRESS:  |
|   |
| DATE:   |
|   |



## ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: \_\_\_\_\_

This form completed by: Signature: \_\_\_\_\_ Title: \_\_\_\_\_

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

PLEASE SPECIFY YOUR **BUSINESS CATEGORY** BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

- SMALL BUSINESS
- WOMEN-OWNED BUSINESS
- MINORITY-OWNED BUSINESS
- SERVICE-DISABLED VETERAN
- EMPLOYMENT SERVICES ORGANIZATION
- NON-SWaM (Not Small, Women-owned or Minority-owned)

**SUPPLIER REGISTRATION** – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia’s electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered?  Yes  No

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.

\_\_\_\_\_ NUMBER

\_\_\_\_\_ DATE

### DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

**"Small business"** means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

**"Women-owned business"** means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

**"Minority-owned business"** means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

**"Minority individual"** means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

**"Service disabled veteran business"** means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

**"Service disabled veteran"** means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

**"Employment services organization"** means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

**ATTACHMENT C**  
**Virginia State Corporation Commission (SCC)**  
**Registration Information**

**The Offeror:**

is a corporation or other business entity with the following SCC identification number:

\_\_\_\_\_ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids:

**ATTACHMENT D  
PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION**

NAME OF OFFEROR: \_\_\_\_\_

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 materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. 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. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

| SECTION/TITLE | PAGE NUMBER(S) | REASON(S) FOR WITHHOLDING FROM DISCLOSURE |
|---------------|----------------|---|
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**ATTACHMENT E**  
**COUNTY OF HENRICO**  
**INSURANCE SPECIFICATIONS**

**The following insurance coverages and limits are required in order to provide goods, services, construction, professional and non-professional services to Henrico County general government agencies and Henrico County Public Schools. These requirements are specific to this procurement and may or may not be the same for future requests.**

**Please be sure and review the Additional Requirements Section**

The Successful Bidder/Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder/Offeror, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia and that is representative of the insurance policies. The Certificate shall show that the policy has been endorsed to add the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. ***The certificate must not show in the description of operations section that it is issued specific to any bid, job, or contract.*** The coverage shall be provided by a carrier(s) rated not less than “A-” with a financial rating of at least VII by A.M. Best or a rating acceptable to the County. In addition, the Successful Bidder/Offeror shall agree to give the County a minimum of 30 days prior notice of any cancellation or material reduction in coverage.

**Workers’ Compensation**

Statutory Virginia Limits

Employers’ Liability Insurance - \$100,000 for each Accident by employee  
\$100,000 for each Disease by employee  
\$500,000 policy limit by Disease

**Commercial General Liability**

\$1,000,000 each occurrence including contractual liability for specified agreement  
\$2,000,000 General Aggregate (other than Products/Completed Operations)  
\$2,000,000 General Liability-Products/Completed Operations  
\$1,000,000 Personal and Advertising injury  
\$ 100,000 Fire Damage Legal Liability

**Business Automobile Liability** – including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

**Umbrella Liability**

\$2,000,000 Per Occurrence and in the aggregate

## Additional Requirements

In addition to the requirements above, the Successful Bidder/Offeror shall thoroughly review the scope of work that is included and if any of the following are included in the services that will be provided, the following additional insurance will be required, if required:

- Professional Liability - \$2,000,000 Per Occurrence (or limit in accordance with Statute for Medical Professional)**  
Required if the Scope includes providing advice or consultation including but not limited to; lawyers, bankers, physicians, programming, design (including construction design), architects & engineers and others who require extensive education and/or licensing to perform their duties.
- Cyber Liability - \$2,000,000 Per Occurrence**  
Required if the Scope includes the collection and electronic transmittal of Personal Health Insurance (PHI), or any other demographic data on individuals including but not limited to Name, Address, Social Security Numbers or any other sort of personally identifying information.
- Abuse and Molestation Coverage - \$1,000,000 Per Occurrence**  
Required if the scope of work includes the offering of professional or non-professional services to any child or student where one on one contact or consultation is to be provided.
- Pollution Liability - \$1,000,000 Per Occurrence**  
Required if the scope of work involves the use (other than in a motor vehicle) or removal of a substance or energy introduced into the environment that potentially has an undesired effect or affects the usefulness of a resource. These include, but are not limited to Asbestos, PCB's, Lead, Mold, and Fuels.
- Explosion, Collapse & Underground Coverage (XCU)**  
Required of a Contractor in limits equal to the General Liability Limit when the Scope includes any operations involving Blasting, any work underground level including but not limited to wires, conduit, pipes, mains, sewers, tanks, tunnels, or any excavation, drilling, or similar work.
- Builders Risk Coverage**  
Required if the scope of work includes the ground up construction of a structure. Limit of insurance shall be 100% of the completed value of the structure. For projects for the renovation of an existing structure, The County shall insure the Builder's Risk with the Contractor being responsible for the first \$10,000 of any claim.
- Other as Specified Below**  
Technology Errors or Omissions coverage – Minimum \$1,000,000

**NOTE 1:** The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The County makes no representation or warranty as to how the Bidder/Offeror's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Bidder/Offeror's responsibilities outlined in the contract documents.

**NOTE 2:** The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. This insurance shall apply as primary insurance and non-contributory with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

**NOTE 3:** Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

**NOTE 4:** The Certificate Holder Box shall read as follows:  
*County of Henrico*  
*Risk Management*  
*PO Box 90775*  
*Henrico, VA 23273*

**ATTACHMENT F  
DIRECT CONTACT WITH STUDENTS**

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

Pursuant to Va. Code § 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.

Any individual making a materially false statement regarding any such offense is guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction is grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

**As part of this submission, I certify the following:**

- None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a violent felony set forth in the definition of “barrier crime” in Va. Code § 19.2-392.02(A); an offense involving the sexual molestation, physical or sexual abuse, or rape of a child;**

**And (select one of the following)**

**None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of any felony or any crime of moral turpitude.**

**or**

**One or more individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities has been convicted of a felony or crime of moral turpitude that is not set forth in the definition of “barrier crime” in Va. Code § 19.2-392.02(A) and does not involve the sexual molestation, physical or sexual abuse, or rape of a child. (In the case of a felony conviction meeting these criteria, the contractor must submit evidence that the Governor has restored the individual’s civil rights.).**

\_\_\_\_\_  
*Signature of Authorized Representative*

\_\_\_\_\_  
*Printed Name of Authorized Representative*

\_\_\_\_\_  
*Printed Name of Vendor  
(if different than Representative)*



## ATTACHMENT G SAMPLE CONTRACT

### Non-Professional Services Contract Contract No. [#]

This [Non-Professional *or* Professional Services] Contract (this “Contract”) entered into this [#] day of [month] 20[##], by [Offeror’s Name] (the “Contractor”) and the [County of Henrico, Virginia *or* County School Board of Henrico County, Virginia] ([the “County” *or* “HCPS”]).

**WHEREAS** [the County *or* HCPS] has awarded the Contractor this Contract pursuant to Request for Proposals No. [#], as modified by [list addenda with dates separated by commas] (the “Request for Proposals”), for [subject matter of the RFP].

**WITNESSETH** that the Contractor and [the County *or* HCPS], in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF CONTRACT:** The Contractor shall provide the services to the [the County *or* HCPS] as set forth in the Contract Documents.

**COMPENSATION:** The compensation [the County *or* HCPS] will pay to the Contractor under this Contract shall be [insert information, referenced document, matrix, etc.].

*{If contract is an annual contract, utilize Contract Term, if contract is a spot purchase utilize Service Schedule}*

**CONTRACT TERM:** The Contract term shall be for a period of [number] year[s] beginning [date] and ending [date]. [The County *or* HCPS] may renew the Contract for up to [number] [number]-year terms giving 30 days’ written notice before the end of the term unless Contractor has given [the County *or* HCPS] written notice that it does not wish to renew at least 180 days before the end of the term.

*{or}*

**SERVICE SCHEDULE:** Services shall be performed in accordance with the [referenced document within the proposal/BAFO].

**CONTRACT DOCUMENTS:** This Contract hereby incorporates by reference the documents listed below (the “Contract Documents”) which shall control in the following descending order:

1. This [Non-Professional *or* Professional] Services Contract between [the County *or* HCPS] and Contractor.
2. The General Contract Terms and Conditions included in the Request for Proposals;
3. The Negotiated Modifications (Exhibit [letter]);
4. Contractor’s Best and Final Offer dated [date] (Exhibit [letter]);
5. Contractor’s Original Proposal dated [date] (Exhibit [letter]); and
6. The Scope of Services included in the Request for Proposals.



IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

[Contractor Name]

[Address]

[City, State, Zip]

[County of Henrico, Virginia *or* County School Board of Henrico County, Virginia]

[P.O. Box 90775 *or* 406 Dabbs House Road]

[Henrico, VA 23273-0775 *or* 23223]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
[Purchasing Director *or* County Manager *or* Superintendent]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT H  
Pricing Scenario**

| <b>Name of Offeror:</b> _____<br><br><b>Grades Submitted for:</b> _____  | <b>Name of Program:</b> _____ |  |
|--|-------------------------------|--|
| Scenario   | Price                         | Methodology on how pricing was calculated. |
| Provide pricing for an annual subscription for a district license for all schools:   |                               |  |
| 46 Elementary School (PK-5) – the number of students per grade is:<br>PK – 1270<br>KG – 3551<br>Gr. 1 – 3526<br>Gr. 2 – 3668<br>Gr. 3 – 3586<br>Gr. 4 – 3576<br>Gr. 5 - 3640 | \$                            |  |
| 12 Middle Schools (6-8) – the number of students per grade is:<br>Gr. 6 – 3700<br>Gr. 7 – 3840<br>Gr. 8 – 3952   | \$                            |  |
| 10 High Schools (9-12) – the number of students per grade is:<br>Gr. 9 – 4431<br>Gr. 10 – 3990<br>Gr. 11 – 3742<br>Gr. 12 - 3714   | \$                            |  |
| Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.  | \$                            |  |
| Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.  | \$                            |  |
| <b>Grand Total</b>   | \$                            |  |
| <b>Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.</b>   | \$                            |  |

**ATTACHMENT I  
PRICING OPTIONS**

| <b>Provide pricing as it relates to the proposed solution</b>  | <b>Price</b> |
|--|--------------|
| Price per Student  | \$           |
| Price per Teacher  | \$           |
| Price per Classroom  | \$           |
| Price per Site   | \$           |
| Price for District License PreK-5  | \$           |
| Price for District License PreK-8  | \$           |
| Price for District License PreK-12   | \$           |
| Price for District License 6-8   | \$           |
| Price for District License 6-12  | \$           |
| Price for District License 9-12  | \$           |
| 1 day of Professional Development- train the trainer model<br>(20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 ±) | \$           |
| 1 day of Professional Development - price per teacher/librarian  | \$           |
| 1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100   | \$           |

**VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

This Virginia School Data Privacy Agreement (“DPA”) is entered into by and between the [redacted] (hereinafter referred to as “Division”) and [redacted] (hereinafter referred to as “Provider”) on [redacted]. The Parties agree to the terms as stated herein.

**RECITALS**

**WHEREAS**, the Provider has agreed to provide the Division with certain digital educational services (“Services”) as described in Article I and Exhibit “A”; and

**WHEREAS**, in order to provide the Services described in Article 1 and Appendix A, the Provider may receive or create and the Division may provide documents or data that are covered by several federal statutes, among them, the Federal Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g and 34 CFR Part 99, Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6502; Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h; the Individuals with Disabilities Education Act (“IDEA”), 20 U.S.C. §§ 1400 *et. seq.*; and

**WHEREAS**, the documents and data transferred from Virginia Divisions and created by the Provider’s Services are also subject to several Virginia student privacy laws, including Code of Virginia § 22.1-289.01. *School service providers; school-affiliated entities; student personal information*; and § 22.1-287.02. *Students' personally identifiable information*.

**WHEREAS**, the Parties wish to enter into this DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties.

**WHEREAS**, the Provider may, by signing the “General Offer of Privacy Terms” (Exhibit “E”), agree to allow other Local Educational Agencies (LEAs) in Virginia the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

**NOW THEREFORE**, for good and valuable consideration, the parties agree as follows:

**ARTICLE I: PURPOSE AND SCOPE**

**1. Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Division Data (as defined in Exhibit “C”) transmitted to Provider from the Division pursuant to Exhibit “A”, including compliance with all applicable state privacy statutes, including the FERPA, PPRA, COPPA, IDEA, and Code of Virginia § 22.1-289.01. *School service providers; school-affiliated entities; student personal information*; and § 22.1-287.02. *Students' personally identifiable information*. In performing these services, to the extent Personally Identifiable Information (as defined in Exhibit “C”) from Pupil Records (as defined in Exhibit “C”) are transmitted to Provider from Division, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the Division. Provider shall be under the direct control and supervision of the Division.

**2. Nature of Services Provided.** The Provider has agreed to provide the following digital educational services described below and as may be further outlined in Exhibit “A” hereto:

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

|  |
|--|
|  |
|  |
|  |
|  |

3. **Division Data to Be Provided.** In order to perform the Services described in this Article and Exhibit “A”, Provider shall list the categories of data collected, managed or shared as described below or as indicated in the Schedule of Data, attached hereto as Exhibit “B”:

|  |
|--|
|  |
|  |
|  |
|  |
|  |

4. **DPA Definitions.** The definition of terms used in this DPA is found in Exhibit “C”. In the event of a conflict, definitions used in this DPA shall prevail over terms used in all other writings, including, but not limited to, a service agreement, privacy policies or any terms of service.

## ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Division Data Property of Division.** All Division Data, user generated content or any other Pupil Records transmitted to the Provider pursuant to this Agreement is and will continue to be the property of and under the control of the Division, or to the party who provided such data (such as the student, in the case of user generated content.). The Provider further acknowledges and agrees that all copies of such Division Data or any other Pupil Records transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this Agreement in the same manner as the original Division Data or Pupil Records. The Parties agree that as between them, all rights, including all intellectual property rights in and to Division Data or any other Pupil Records contemplated per this Agreement shall remain the exclusive property of the Division. For the purposes of FERPA and state law, the Provider shall be considered a School Official, under the control and direction of the Divisions as it pertains to the use of Division Data notwithstanding the above. The Provider will cooperate and provide Division Data within ten (10) days at the Division’s request. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access.** Provider shall cooperate and respond within ten (10) days to the Division’s request for personally identifiable information in a pupil’s records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Pupil Records of Division Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the Division, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** Provider shall, at the request of the Division, transfer Student Generated Content to a separate student account when required by the Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities.
4. **Third Party Request.** Provider shall notify the Division in advance of a compelled disclosure to a Third Party, unless legally prohibited.

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions pursuant to this DPA, whereby the Subprocessors agree to protect Division Data in manner consistent with the terms of this DPA.

### **ARTICLE III: DUTIES OF DIVISION**

1. **Privacy Compliance**. Division shall provide data for the purposes of the DPA and any related contract in compliance with the FERPA, PPRA, IDEA, Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities; student personal information; and § 22.1-287.02. Students' personally identifiable information, and all other applicable Virginia statutes.
2. **Parent Notification of Rights** Division shall ensure that its annual notice under FERPA defines vendors, such as the Provider, as "School Officials" and what constitutes a legitimate educational interest. The Division will provide parents with a notice of the websites and online services under this agreement for which it has consented to student data collection to on behalf of the parent, as permitted under COPPA
3. **Unauthorized Access Notification**. Division shall notify Provider promptly of any known or suspected unauthorized access. Division will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

### **ARTICLE IV: DUTIES OF PROVIDER**

- 1) **Privacy Compliance**. The Provider shall comply with all Virginia and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, Code of Virginia § 22.1-289.01. and § 22.1-287.02.
- 2) **Authorized Use**. Division Data shared pursuant to this DPA, including persistent unique identifiers, shall be used for no purpose other than the Services stated in this DPA and as authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Division Data or any portion thereof, including without limitation, any Division Data, metadata, user content or other non-public information and/or personally identifiable information contained in the Division Data, without the express written consent of the Division, unless it fits into the de-identified information exception in Article IV, Section 4, or there is a court order or lawfully issued subpoena for the information.
- 3) **Employee Obligations**. Provider shall require all employees and agents who have access to Division data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.
- 4) **Use of De-identified Information**. De-identified information, as defined in Exhibit "C", may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). The Provider and Division agree that the Provider cannot successfully de-identify information if there are fewer than twenty (20) students in the samples of a particular field or category of information collected, *i.e.*, twenty students in a particular grade, twenty students of a particular race, or twenty students with a particular disability. Provider agrees not to attempt to re-identify de-identified Division Data and not to transfer de-identified Division Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written

## VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

notice has been given to the Division who has provided prior written consent for such transfer.

- 5) **Disposition of Data.** Upon written request and in accordance with the applicable terms in subsections below, provider shall dispose or delete all division data obtained under this agreement when it is no longer needed for the purposes for which it was obtained. Disposition will include (1) the shredding of any hard copies of any Division data, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the service agreement authorizes provider to maintain Division data obtained under the service agreement beyond the time reasonably needed to complete the disposition. Provider shall provide written notification when the division data has been disposed. The duty to dispose of Division data shall not extend to data that has been de-identified or placed in a separate student account, pursuant to the terms of the agreement. The division may employ a request for return or deletion of Division data form, a copy of which is attached hereto as exhibit D. Upon receipt of a request from the division, the provider will immediately provide the division with any specified portion of the division data within ten (10) calendar days of the receipt of said request.
- a) **Partial Disposal During the Term of Service Agreement.** Throughout the term of the service agreement, Division may request partial disposal of Division data obtained under the service agreement that is no longer needed. Partial disposal of data shall be subject to Division's request to transfer data to a separate account, pursuant to Article II Section 3, above.
  - b) **Complete Disposal upon Termination of Service Agreement.** Upon termination of the service agreement provider shall dispose or securely destroy all division data obtained under the service agreement. Prior to disposal of the data, provider shall notify Division in writing of its option to transfer data to a separate account, pursuant to Article 2, Section 3, above. In no event shall provider dispose of data pursuant to this provision unless and until provider has received affirmative written confirmation from Division that data will not be transferred to a separate account.
- 6) **Advertising Prohibition.** Provider is prohibited from using or selling Division Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing or advertising efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to Client; or (d) use the Division Data for the development of commercial products or services, other than as necessary to provide the Service to Client. This section does not prohibit Provider from generating legitimate personalized learning recommendations or other activities permitted under Code of Virginia § 22.1-289.01.
- 7) **Penalties.** The failure to comply with the requirements of this agreement could subject Provider and any third party to all allowable penalties assessable against Provider under state and federal law. In the event the Family Policy Compliance Office of the U.S. Department of Education determines that Provider improperly disclosed personally identifiable information obtained from the Division's education records, the Division may not allow Provider access to the Division's education records for at least five years.

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

## ARTICLE V: DATA PROVISIONS

1. **Data Security.** The Provider agrees to maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information and makes use of appropriate administrative, technological, and physical safeguards. The general security duties of Provider are set forth below. These duties shall include, but are not limited to:
  - a. **Passwords and Employee Access.** Provider shall secure and manage usernames, passwords, and any other means of gaining access to the Services or to Division Data, at levels suggested by NIST SP800-171 (Password complexity, encryption, and re-use) , NIST SP800-53 (IA control Family), and NIST 800-63-3 (Digital Identity), and NIST SP800-63B (Authenticator and Verifier Requirements) or equivalent industry best practices.
  - b. **Security Protocols.** Both parties agree to maintain security protocols that meet industry best practices in the collection, storage or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the DPA in a secure computer environment.
  - c. **Provider Employee Training.** The Provider shall provide annual security training to those of its employees who operate or have access to the system.
  - d. **Security Technology.** When the service is accessed using a supported web browser, FIPS 140-2 validated transmission encryption protocols, or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall follow National Institute of Standards and Technology (NIST) 800-171, or equivalent industry best practices.
  - e. **Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner. Upon Division's written request, Service Provider shall make the results of findings available to the Division. The Division shall treat such audit reports as Provider's Confidential Information under this Agreement.
  - f. **Backups and Audit Trails, Data Authenticity and Integrity.** Provider will take reasonable measures, including all backups and audit trails, to protect Division Data against deterioration or degradation of data quality and authenticity. Provider shall be responsible for ensuring that Division Data is retrievable in a reasonable format.
  - g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Division Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.
2. **Unauthorized Access or Data Breach.** In the event that Division Data are reasonably believed by the Provider or school division to have been disclosed (lost, accessed or obtained) in violation of the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) or other federal or state law



## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

applicable to such information accessed or obtained by an unauthorized individual, Provider shall follow the following process:

- a. provide immediate notification to Division upon verification of the incident and allow the Division or its authorized representatives to fully participate in the investigation of the incident.
- b. notification will be provided to the contact(s) identified in ARTICLE VII, N: Notice, and sent via email and postal mail. Such notification shall include the
  - i. date, estimated date, or date range of the loss or disclosure;
  - i. Division Data that was or is reasonably believed to have been lost or disclosed;
  - ii. remedial measures taken or planned in response to the loss or disclosure.
- c. immediately take action to prevent further access;
- d. take all legally required, reasonable, and customary measures in working with Division to remediate the breach, which may include toll free telephone support with informed customer services staff to address questions by affected parties and/or provide monitoring services if necessary given the nature and scope of the loss or disclosure;
- e. cooperate with Division efforts to communicate to affected parties.
- f. provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by Division. If Division requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by Division, Provider shall reimburse Division for costs incurred to notify parents/families of a breach not originating from Division's use of the Service.
- g. the Provider shall indemnify and hold harmless the Division from and against any loss, claim, cost (including attorneys' fees) or damage of any nature arising from or in connection with the breach by the Provider or any of its officers, directors, employees, agents or representatives of the obligations of the Provider's or its Authorized Representatives under this provision or under a Confidentiality Agreement, as the case may be.

### **ARTICLE VI: GENERAL OFFER OF PRIVACY TERMS**

The Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other Division who signs the acceptance in said Exhibit. The Form is limited by the terms and conditions described therein.

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

## ARTICLE VII: MISCELLANEOUS

- A. **Term.** The Provider shall be bound by this DPA for so long as the Provider maintains or possesses any Division Data.
- B. **Termination.** In the event that either party seeks to terminate this DPA, they may do so by mutual written consent and as long as any service agreement or terms of service, to the extent one exists, has lapsed or has been terminated. The Division may terminate this DPA and any service agreement or contract in the event of a material breach of the terms of this DPA.
- C. **Data Transfer Upon Termination or Expiration.** Provider will notify the Division of impending cessation of its business and any contingency plans. Provider shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the Division. As mutually agreed upon and as applicable, Provider will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the Division, all such work to be coordinated and performed in advance of the formal, transition date.
- D. **Effect of Termination Survival.** If the DPA is terminated, the Provider shall destroy all of Division's data pursuant to Article V, section 5(b). The Provider's obligations under this agreement shall survive termination of this Agreement until all Division Data has been returned or Securely Destroyed.
- E. **Priority of Agreements.** This DPA supersedes all end user and "click-thru" agreements. In the event there is conflict between the terms of the DPA and any other writing, such as service agreement or with any other bid/RFP, terms of service, privacy policy, license agreement, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of any other agreement shall remain in effect.
- F. **Amendments.** This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties
- G. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
- H. **Governing Law; Venue and Jurisdiction.** This agreement will be governed by and construed in accordance with the laws of the state of Virginia, without regard to conflicts of law principles. Each party consents and submits to the sole and exclusive jurisdiction to the state and federal courts for the county of the initial subscribing division or the division specified in exhibit E as applicable, for any dispute arising out of or relating to this agreement or the transactions contemplated hereby.
- I. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including

**VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

confidentiality and destruction of Division Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Division Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Division Data and portion thereof stored, maintained or used in any way.

- J. Waiver.** No delay or omission of the Division to exercise any right hereunder shall be construed as a waiver of any such right and the Division reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
  
- K. Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.
  
- L. Electronic Signature:** The parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with Virginia and Federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature.
  
- M. Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the designated representatives before:

**a. Designated Representatives**

The designated representative for the Provider for this Agreement is:

Name:

Title:

Address:

eMail:

Phone:

The designated representative for the Division for this Agreement is:

Name:

Title:

Address:

eMail:

Phone:

- b. Notification of Acceptance of General Offer of Terms.** Upon execution of Exhibit E General Offer of Terms, subscribing Division shall provide notice of such acceptance in writing and given by personal delivery or email transmission (if contact information

**VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below the designated representative for the notice of acceptance of the general offer of privacy terms is named title contact information.

Name:

Title:

Address:

eMail:

Phone:

*[Signature Page Follows]*

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

**IN WITNESS WHEREOF**, the parties have executed this Virginia Student Data Privacy Agreement as of the last day noted below.

Provider Signature

Date:

Printed Name:

Title:

Division Signature

Date:

Printed Name:

Title:

**VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

**EXHIBIT “A”**

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

|  |
|--|
|  |
|  |
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# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

## EXHIBIT “B”

### SCHEDULE OF DATA

| Category of Data                 | Elements   | Check if used by your system   | Conduct                                       | Conduct or behavioral data |                           |  |
|----------------------------------|--|--|---|----------------------------|---------------------------|--|
| Application Technology Meta Data | IP Addresses of users, Use of cookies etc.                     |  | Demographics                                  | Date of Birth              |                           |  |
|                                  | Other application technology meta data- Please specify:        |  |   | Place of Birth             |                           |  |
|                                  |  | Gender   |   |                            |                           |  |
|                                  |  | Ethnicity or race  |   |                            |                           |  |
|                                  |  | Language information (native, preferred or primary language spoken by student) |   |                            |                           |  |
|                                  |  | Other demographic information- Please specify:                                 |   |                            |                           |  |
| Application Use Statistics       | Meta data on user interaction with application                 |  |   | Enrollment                 | Student school enrollment |  |
|                                  |  |  |   |                            | Student grade level       |  |
|                                  |  |  |   |                            | Homeroom                  |  |
|                                  |  |  |   |                            | Guidance counselor        |  |
|                                  |  |  | Specific curriculum programs                  |                            |                           |  |
|                                  |  |  | Year of graduation                            |                            |                           |  |
|                                  |  |  | Other enrollment information- Please specify: |                            |                           |  |
| Assessment                       | Standardized test scores                                       |  |   |                            |                           |  |
|                                  | Observation data   |  |   |                            |                           |  |
|                                  | Other assessment data- Please specify:                         |  |   |                            |                           |  |
| Attendance                       | Student school (daily) attendance data                         |  |   |                            |                           |  |
|                                  | Student class attendance data                                  |  |   |                            |                           |  |
| Communications                   | Online communications that are captured (emails, blog entries) |  | Parent/Guardian Contact Information           | Address                    |                           |  |
|                                  |  |  |   | Email                      |                           |  |
|                                  |  |  |   | Phone                      |                           |  |

## VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

|                                   |  |  |
|-----------------------------------|--|--|
| Parent/<br>Guardian ID            | Parent ID<br>number<br>(created to<br>link parents to<br>students) |  |
| Parent/<br>Guardian Name          | First and/or<br>Last   |  |
| Schedule                          | Student<br>scheduled<br>courses                                    |  |
|                                   | Teacher<br>names   |  |
| Special<br>Indicator              | English<br>language<br>learner<br>information                      |  |
|                                   | Low income<br>status   |  |
|                                   | Medical alerts<br>/health data                                     |  |
|                                   | Student<br>disability<br>information                               |  |
|                                   | Specialized<br>education<br>services (IEP<br>or 504)               |  |
|                                   | Living<br>situations<br>(homeless/<br>foster care)                 |  |
|                                   | Other<br>indicator<br>information-<br>Please specify:              |  |
| Student<br>Contact<br>Information | Address  |  |
|                                   | Email  |  |
|                                   | Phone  |  |
| Student<br>Identifiers            | Local (School<br>district) ID                                      |  |

|                                  |   |  |
|----------------------------------|---|--|
|                                  | number  |  |
|                                  | State ID<br>number  |  |
|                                  | Provider/App<br>assigned<br>student ID<br>number  |  |
|                                  | Student app<br>username   |  |
|                                  | Student app<br>passwords  |  |
| Student Name                     | First and/or<br>Last  |  |
| Student In<br>App<br>Performance | Program/appli-<br>cation<br>performance<br>(typing<br>program-student<br>types 60 wpm,<br>reading<br>program-student<br>reads below<br>grade level) |  |
| Student<br>Program<br>Membership | Academic or<br>extracurricular<br>activities a<br>student may<br>belong to or<br>participate in   |  |
| Student<br>Survey<br>Responses   | Student<br>responses to<br>surveys or<br>questionnaires   |  |
| Student work                     | Student<br>generated<br>content;<br>writing,<br>pictures etc.   |  |
|                                  | Other student   |  |



## VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

|                |  |  |
|----------------|--|--|
|                | work data -<br>Please specify:           |  |
|                |  |  |
| Transcript     | Student course grades                    |  |
|                | Student course data                      |  |
|                | Student course grades/performance scores |  |
|                | Other transcript data -Please specify:   |  |
| Transportation | Student bus assignment                   |  |
|                | Student pick up and/or drop off location |  |
|                | Student bus card ID number               |  |

|       |  |  |
|-------|--|--|
|       |  |  |
|       | Other transportation data -Please specify:   |  |
|       |  |  |
| Other | Please list each additional data element used, stored or collected by your application |  |

No Student Data Collected at this time \_\_\_\_\_.  
 \*Provider shall immediately notify LEA if this designation is no longer applicable.

**OTHER:** Use this box, if more space needed.

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

## EXHIBIT “C”

### DEFINITIONS

**Data Breach** means an event in which Division Data is exposed to unauthorized disclosure, access, alteration or use.

**Division Data** includes all business, employment, operational and Personally Identifiable Information that Division provides to Provider and that is not intentionally made generally available by the Division on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student, employees, and personnel data, user generated content and metadata but specifically excludes Provider Data (as defined in the Contract).

**De-Identifiable Information (DII):** De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information (“PII”) from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them. Anonymization or de-identification should follow guidance equivalent to that provided by U.S Department of Education publication “Data De-identification: An Overview of Basic Terms” or NISTIR Special Publication (SP) 8053 De-Identification of Personally Identifiable Information. The Provider’s specific steps to de-identify the data will depend on the circumstances, but should be appropriate to protect students. Some potential disclosure limitation methods are blurring, masking, and perturbation. De-identification should ensure that any information when put together cannot indirectly identify the student, not only from the viewpoint of the public, but also from the vantage of those who are familiar with the individual. Information cannot be de-identified if there are fewer than twenty (20) students in the samples of a particular field or category, *i.e.*, twenty students in a particular grade or less than twenty students with a particular disability.

**Indirect Identifiers:** Any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty

**Personally Identifiable Information (PII):** The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, student data, staff data, parent data, metadata, and user or pupil-generated content obtained by reason of the use of Provider’s software, website, service, or app, including mobile apps, whether gathered by Provider or provided by Division or its users, students, or students’ parents/guardians, including “directory information” as defined by §22.1-287.1 of the Code of Virginia“.

PII includes, without limitation, at least the following:

- Staff, Student or Parent First, Middle and Last Name
- Staff, Student or Parent Telephone Number(s)
- Discipline Records
- Special Education Data
- Grades
- Criminal Records

## VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

- Health Records
- Biometric Information
- Socioeconomic Information
- Political Affiliations
- Text Messages
- Student Identifiers Photos
- Videos
- Grade
- Home Address Subject
- Email Address
- Test Results
- Juvenile Dependency Records Evaluations
- Medical Records
- Social Security Number
- Disabilities
- Food Purchases
- Religious Information Documents
- Search Activity
- Voice Recordings
- Date of Birth
- Classes
- Information in the Student's Educational Record
- Information in the Student's Email

**Provider:** For purposes of the DPA, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records.

**Pupil Generated Content:** The term “pupil-generated content” means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

**Pupil Records:** Means both of the following: (1) Any information that directly relates to a pupil that is maintained by Division and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational Division employee.

**Securely Destroy:** Securely Destroy means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards of Technology (NIST) SP 800-88 Appendix A guidelines relevant to sanitization of data categorized as high security. All attempts to overwrite magnetic data for this purpose must utilize DOD approved methodologies.

**School Official:** For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

**Student Data:** Student Data includes any data, whether gathered by Provider or provided by Division or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information.

Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of Virginia and Federal laws and regulations. Student Data as specified in Exhibit B is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services. Anonymization or de-identification should guidance equivalent to that provided by U.S Department of Education publication "Data De-identification: An Overview of Basic Terms" or NISTIR Special Publication (SP) 8053 De-Identification of Personally Identifiable Information.

**Student Generated Content:** Alternatively known as user-created content (UCC), is any form of content, such as images, videos, text and audio, that have been created and posted by student users on online platforms.

**Subscribing Division:** A Division that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

**Subprocessor:** For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than Division or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

**Third Party:** The term "Third Party" means an entity that is not the Provider or Division.

**VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

**EXHIBIT “D”**

**DIRECTIVE FOR DISPOSITION OF DATA**

[Name or Division or Division] directs [Name of Company] to dispose of data obtained by Provider pursuant to the terms of the DPA between Division and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

Disposition is Complete. Disposition extends to all categories of data.

Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[Insert categories of data]

2. Nature of Disposition

Disposition shall be by destruction or secure deletion of data.

Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[Insert or attach special instructions.]

3. Timing of Disposition

Data shall be disposed of by the following date:

As soon as commercially practicable

By (Insert Date)

4. Signature of Authorized Representative of Division

BY: \_\_\_\_\_

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

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

Title/Position: \_\_\_\_\_

5. Verification of Disposition of Data

BY: \_\_\_\_\_

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

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

Title/Position: \_\_\_\_\_

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

## OPTIONAL: EXHIBIT "E" GENERAL OFFER OF PRIVACY TERMS

### 1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and the Division to any other school division ("Subscribing Division") who accepts this General Offer through its signature below. The Provider agrees that the information on the next page will be replaced throughout the Agreement with the information specific to the Subscribing Division filled on the next page for the Subscribing Division. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing Division may also agree to change the data provided by Division to the Provider to suit the unique needs of the Subscribing Division. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or (3) after three years from the date of Provider's signature to this form. Provider shall notify the Division in the event of any withdrawal so that this information may be transmitted to the Subscribing Divisions.

BY: \_\_\_\_\_

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

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

Title/Position: \_\_\_\_\_

### 2. Subscribing Division

A Subscribing Division, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing Division's individual information is contained on the next page. The Subscribing Division and the Provider shall therefore be bound by the same terms of this DPA.

BY: \_\_\_\_\_

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

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

Title/Position \_\_\_\_\_

### TO ACCEPT THE GENERAL OFFER THE SUBSCRIBING DIVISION MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

BY: \_\_\_\_\_

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

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

Title/Position: \_\_\_\_\_

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