Loudoun County Public Schools
DEPARTMENT OF BUSINESS & FINANCIAL SERVICES
PROCUREMENT AND RISK MANAGEMENT SERVICES
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RFP #: 25271

Title: Enterprise Resource Planning (ERP) Software and Implementation Services

Issue Date: Tuesday, February 4, 2025

Procurement Specialist: Brandon Grayson

Commodity Code: Enterprise Resource Planning (ERP)

Initial Period of Contract: Date of Award through June 30, 2029

Sealed Proposals Shall Be Received Until: Thursday, March 26, 2025, at 2:00PM (Eastern Time) for furnishing the good/services described herein. RESPONSES TO THIS REQUEST FOR PROPOSALS (RFP) MUST BE SUBMITTED ELECTRONICALLY THROUGH THE LCPS ELECTRONIC BIDDING SYSTEM.

This solicitation is subject to the provisions of this RFP and any attachments, exhibits, addenda, or amendments thereto, which are hereby incorporated into this RFP in their entirety. **In compliance with this RFP and all conditions imposed in this RFP, the undersigned offeror, having become thoroughly familiar with the terms and conditions of this document and with the local conditions which may affect performance and costs, hereby proposes and agrees to furnish all services, labor, equipment and/or materials hereinafter specified, and to fulfill the intent of this RFP as interpreted by Loudoun County School Board. The undersigned offeror hereby certifies that all information provided in response to this RFP is true, correct, and complete.**

An optional pre-proposal virtual conference will be held on February 12, 2025, at 2:30 PM on Microsoft Teams. You must register at Pre-Proposal Conference Registration by 1:30 PM on February 12, 2025, to participate in the conference. A Microsoft Teams meeting link will be sent to the email provided in the registration form.

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

PROPOSAL CRITICAL DATES SCHEDULE

All Times Listed are Eastern Time

Solicitation Posted to LCPS Electronic Bidding System	February 4, 2025
Optional Pre-Proposal Meeting	February 12, 2025
Questions due in LCPS Electronic Bidding System	March 12, 2025
Q&A Posted to LCPS Electronic Bidding System	March 19, 2025
Solicitation Closing Date	March 26, 2025

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1. RFP INTRODUCTION

1.1. PURPOSE OF THE RFP

Loudoun County Public Schools (LCPS) seeks proposals from qualified suppliers to provide Cloud-Native Software-as-a-Service (SaaS) Enterprise Resource Planning (ERP) Software and Implementation Services. Offerors are to propose an integrated solution package that can accommodate the requirements outlined in this RFP that may be a single solution and/or multiple solutions integrated together. LCPS expects that this RFP will result in contract(s) being awarded to one or more Offerors whose proposals are determined to provide the best value for LCPS. The term “Offeror” refers to each person or entity that submits or considers submitting a proposal in response to this RFP. The term “Contractor” refers to any person or entity to which a contract is awarded from this RFP.

1.2. ABOUT LOUDOUN COUNTY PUBLIC SCHOOLS

LCPS is the third largest school division in the Commonwealth of Virginia. Established in 1870, LCPS is located in the rapidly growing Washington metro-area. Loudoun County currently has a population estimate of 436,347 according to the U.S. Census Bureau. LCPS is organized to focus on empowering all 81,694 students to make meaningful contributions to the world, while managing 100 schools and nine educational support buildings. LCPS adopted a budget of $1.82 Billion for the 2024-2025 school year. The organization employs more than 13,000 full-time employees and about 5,000 part-time employees. LCPS is a rapidly growing, dynamic, well-managed, and efficient organization.

1.3. CONTRACT PERIOD

The initial period of the contract will be four years from date of award through June 30, 2029. The Loudoun County School Board reserves the option to renew the contract for one year at a time for a period not to exceed a total of 10 years. LCPS and the Contractor must mutually agree on the renewal of the contract.

i. Upon mutual agreement with the Contractor, LCPS may exercise the option to extend this contract for a period not to exceed one additional contract year beyond the renewals provided in the original contract. Any modification to the original contract will be issued in the form of a contract modification signed by the Director of Procurement and Risk Management (Purchasing Agent) and the Contractor.

ii. LCPS has the right to extend contracts for up to 180 days following the final term of the contract.

1.4. PROJECT DESCRIPTION

LCPS began an initiative to improve business processes, modernize operations, and overall improve administrative outcomes for LCPS and its stakeholders. One key strategy related to this effort is the replacement of the existing ERP system and several other related administrative systems.

i. The goal of this RFP, and any contract resulting from this solicitation, is to select one or more qualified Offerors to provide and implement an Enterprise Resource Planning (ERP) system. The scope of the project will be defined by a statement of work (SOW) mutually agreed upon between LCPS and the Offeror focused on completion of the detailed functional requirements included in **Attachment 9 - Functional and Technical Requirements**.

ii. The selection of software and implementation services is the sole decision of LCPS. LCPS reserves the right to modify any aspect of the project scope, including but not limited to, entering or not entering into a contract, and making amendments to the contract and/or SOW to meet the evolving needs of LCPS. Procedures for such amendments will be in alignment with public sector compliance standards. LCPS disclaims any liability or obligation of any kind or amount in the event of any changes to the project scope.

iii. If awarded, LCPS expects to sign a contract for the software and implementation services and begin the implementation of the selected software as per the date listed in **Section 1.11 - Procurement Schedule** of this RFP. The ERP implementation is anticipated to span over four fiscal years (FY2026 – FY2029). Fiscal year 2029 ends on June 30, 2029.

1.5. CURRENT TECHNOLOGY ENVIRONMENT

LCPS and the Loudoun County Government (LCG) currently use unified Oracle E-Business Suite (EBS) applications, with LCG providing technological support and a few transactional functional responsibilities. LCPS seeks to pursue its own ERP software and complete the separation of Oracle EBS from LCG by June 30, 2028. Once the separation from LCG is complete, LCPS will fully support technologies related to the new ERP system.

1.5.1 Business and Financial Services

The current financial application in use is Oracle EBS version 12.2.10. Oracle EBS is the primary source of financial records. Oracle EBS interfaces with various other applications to support LCPS operations. Other applications include:

- KEV Group's suite of products, including School Funds Online are used for the maintenance of student activity funds and School Cash Online for school receipting, neither of which currently interfaces with Oracle EBS.
- PowerSchool's SmartFind software is used for substitute management and currently interfaces with Oracle EBS.
- ADP services are utilized for payroll quarterly reconciliation of the total liabilities and currently interfaces with Oracle EBS.
- Bank of America's Works application is utilized as LCPS' Purchase Card (P-Card) application that is currently an inbound interface with Oracle EBS.
- LCPS Electronic Bidding System, Euna Solutions (IonWave), is used for solicitations, and as a contract repository, that is not currently interfacing with Oracle EBS.
- Certent and OpenGov are utilized to build LCPS' annual budget materials. Certent is not currently interfacing with Oracle EBS, while OpenGov is an outbound interface.

1.5.2 Human Resources and Talent Development

The current human resources (HR) application in use is Oracle EBS version 12.2.10. Oracle EBS is the primary source of human resource records.

- LCPS also uses PowerSchool's suite of products, to include PowerSchool Applicant Tracking for recruitment, PowerSchool Perform for performance evaluation, and PowerSchool Professional Learning to plan, deliver, track, and report on learning opportunities.

1.5.3 Support Services

The LCPS Department of Support Services (Support Services) is responsible for the design, building, maintenance, operation of all LCPS facilities and grounds, as well as transportation.

- Support Services uses EnergyCap for utility billing invoicing and payment, which is currently an inbound interface with Oracle EBS.
- Faster is used for fleet management and is currently an inbound interface with Oracle EBS. Ebuilder is utilized by Support Services for project management and is not currently interfacing with Oracle EBS.
- Ivanti is utilized by Support Services for asset management and as a support center and is not currently interfacing with Oracle EBS.
- Asset Essentials is utilized by Support Services for capital asset management and is not currently interfacing with Oracle EBS.
- LCPS utilizes Transfinder for School Bus Routing and time entry activities.

1.5.4 School and Student Services

LCPS utilizes a variety of software to support its schools and students. TITAN School Solutions is used for school nutrition invoicing and is currently an inbound interface with Oracle EBS. Guardian K-12 Case Management Software is used for internal incident reporting and case management activities and is not currently interfacing with Oracle EBS.

- In addition, Laserfiche document management software is used by multiple business groups as a document repository and currently interfaces with Oracle EBS for metadata.

1.6. FUTURE ERP SYSTEM

Due to the reliance on various systems and sometimes lack of integration with Oracle EBS, manual effort is often required to enter data, process transactions, and produce various reports. LCPS prefers an ERP system that could accomplish the functionality of, but not limited to, the following systems that are currently in-use by LCPS and take advantage of the new system's built-in functionality:

i. Oracle EBS – Primary system for financial and human resources
ii. KevGroup School Funds Online – School activity funds system
iii. KevGroup School Cash Online - School receipting system
iv. PowerSchool SmartFind - Substitute Management System
v. PowerSchool Applicant Tracking - K-12 Recruitment Software

vi. 'PowerSchool - Professional Learning
vii. PowerSchool Perform - K-12 Teacher Evaluation Software
viii. PowerSchool Records - K-12 Employee Records Management (electronic pre-boarding)
ix. OpenGov – Budget Application
x. Certent - Annual budget application tool; and
xi. Euna Solutions (IonWave) - Electronic Bidding System (solicitations and bids) and Contract Repository

The future ERP solution will need to interface with multiple systems. See **Section 3.1.18 - Interfaces** for more details regarding these interfaces.

LCPS' top priority is to migrate all currently in-use Oracle EBS functionalities to the new software-as-a-service (SaaS) platform by June 30, 2028. If the implementation is proposed in phases, additional temporary interfaces may be required by the Offeror to ensure seamless integration with other applications.

1.7. NOTICE TO OFFERORS

i. Failure to carefully read and understand this RFP may cause the proposal to be out of compliance, rejected by LCPS, or legally obligate the Offeror to more than it may realize. Information obtained by the offeror from any officer, agent or employee of LCPS shall not affect the risks or obligations assumed by the Offeror or relieve the Offeror from fulfilling any of the RFP conditions or any subsequent contract conditions. LCPS shall not be liable for any pre-contractual expenses incurred by Offerors, including but not limited to costs incurred in the preparation or submission of proposals. LCPS shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

ii. Attempts by or on behalf of Offeror to contact or to influence any member of the selection committee, any member of the School Board, or any employee of LCPS with regard to the acceptance of a proposal may lead to elimination of that Offeror from further consideration.

1.8. SMALL, WOMEN-OWNED, MINORITY-OWNED AND SERVICE-DISABLED VETERAN OWNED BUSINESSES

It is the intent of LCPS to undertake every reasonable effort to facilitate the participation of small businesses; businesses owned by woman, minorities, and service-disabled veterans; in all aspects of procurement to the maximum extent feasible. LCPS shall rely on the accuracy of the certified Offerors listed on the Virginia Department of Small Business and Supplier Diversity (DSBSD) Directory.

1.9. PRE-PROPOSAL CONFERENCE

An optional pre-proposal virtual conference will be held on February 12, 2025, at 2:30 PM on Microsoft Teams. You must register at Pre-Proposal Conference Registration by 1:30 PM on February 12, 2025, to participate in the conference. A Microsoft Teams meeting link will be sent to the email provided in the registration form.

1.10. RFP PROPOSAL SUBMISSION

1.10.1 E-Procurement System

- LCPS utilizes LCPS Electronic Bidding System as its electronic bidding system to post solicitations, amendments, and award information and accept proposals from Offerors. Offerors must register themselves online prior to submission of a proposal by visiting LCPS Electronic Bidding System.

- Upon registration in LCPS Electronic Bidding System, Offerors are automatically placed on LCPS' bid list. Offerors will continue to receive solicitation notifications for the commodities specified during registration. Offerors may view all formal proposals and amendments online or be removed from future solicitations.

- Each Offeror shall respond to this solicitation using the LCPS Electronic Bidding System by Thursday, March 26, 2025, at 2:00PM (Eastern Time). Different forms of the proposal, such as written or other electronic formats, will NOT be accepted. NO FAXED, MAILED OR E-MAILED PROPOSALS WILL BE ACCEPTED.

1.10.2 Submission Procedure

- A "How-To Guide" for step-by-step instructions on how to respond to this solicitation can be found on the login page of the LCPS Electronic Bidding System via the following link: LCPS Electronic Bidding System.

- After successful submission of a proposal, the system will display "Response Submitted" followed by the date and time stamp in the "Response Status" field. It is the sole responsibility of the Offeror to ensure that their proposal is submitted by the designated date and time stated herein. Failure to completely fill out all required attachments may result in disqualification. An incomplete submission will NOT be considered.

- The digital signature must be signed by a person authorized to represent and bind the Offeror's firm. Offeror must provide contact information where remittance will be sent under the "Attributes" tab. All proposals and any subsequent clarification or response to LCPS' questions shall be valid for a minimum of 120 days.

1.10.3 RFP Questions and Addenda

All questions for this solicitation will only be accepted via LCPS Electronic Bidding System under the "Questions" tab. If you have issues with uploading your questions, please contact LCPS at (571) 252-1270 or email lcpspurchase@lcps.org.

- For other inquiries about the RFP or issues with uploading your questions, please contact Brandon Grayson, Procurement Specialist, at (571) 252-1270 or email lcpspurchase@lcps.org.

All questions, requests for information, or clarifications must be received in writing, at least fourteen (14) days before the opening date of the solicitation, or by the cutoff date and time posted under the "Event Details" tab. Requests not received fourteen (14) days or more before the opening date or posted cutoff date need not be considered unless the Procurement Official, in their sole discretion.

Written responses to questions, additional information, or clarifications will be provided to all prospective Offerors on the Questions" tab in the LCPS Electronic Bidding System or via addendum to the solicitation which shall be posted on the LCPS Electronic Bidding System. It shall be the Offeror's responsibility to monitor the website for changes. The addenda will be posted no later than three days before the opening date. If an oral response is provided by the Procurement team, such answers shall not be authoritative or provide any basis for reliance by an Offeror. Offerors shall acknowledge receipt of any addenda with their proposal as indicated on **Attachment 4 – Offeror Statement**.

The Offeror will receive a system generated email notification if an addendum has been issued. Upon award, the solicitation in its entirety including any forms, vendor response, and addenda shall encompass the contract. In the event of conflict with the original agreement documents, the most recently issued addenda take precedence.

1.11. PROCUREMENT SCHEDULE

The table below represents the anticipated schedule for this procurement. LCPS reserves the right to change the schedule with appropriate notification.

Activity	Scheduled Date (2025)
RFP Issuance	February 4, 2025
Pre-Proposal Conference Meeting	February 12, 2025
Deadline to Submit Questions	March 12, 2025
Answers to Submitted Questions Provided	March 19, 2025 (questions will be answered as they are received)
Proposals Due	March 26, 2025
Initial Interviews	April 22, 2025 (interviews with respondent vendors)
Notification of Elevation for Software Demonstrations and Implementation Interviews	May 13, 2025

Software Demonstrations and Implementation Interviews	June 2-4, 9-11, 16-18, 2025 (timeframe will be adjusted if more than 3 vendors)
Notification of Elevation for Discovery	June 25, 2025
Discovery Sessions	Week of July 14, 2025
Notifications to Selected Vendor	August 4, 2025
Contract Negotiations and Finalize Statement of Work	August/October 2025
Execute Final Contract	November/December 2025 (School Board approval)
Begin Project	January 2, 2026

1.12. EVALUATION PROCESS

1.12.1 Proposal Analysis Group

A Proposal Analysis Group (PAG) has been established to review and evaluate all proposals submitted in response to this RFP. PAG shall conduct a preliminary evaluation of all proposals based on the information provided and the selection criteria listed below in Section 1.12.9 – Selection Criteria. LCPS reserves the right to use other consultants to assist in the evaluation of proposals for this project.

No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the PAG or any person involved in the evaluation of the proposals. PAG members will refer all inquiries and communications related to this solicitation to the LCPS Procurement official identified in Section 1.10.3 RFP Questions and Addenda to ensure an ethical evaluation process.

1.12.2 Proposal Assessment

LCPS Procurement Team will review and score the Offerors' complete proposals. The preliminary evaluation is used to determine whether each received proposal is complete and compliant with all instructions and/or submittal requirements in the RFP. Any incomplete or non-compliant proposals may be rejected and excluded from further consideration. Proposals that are determined to be compliant will move forward to the next round of the evaluation process.

1.12.3 Initial Interview and Evaluation

All Offerors submitting a compliant proposal will be invited to an initial interview with the PAG. The presentations will last 45 minutes and will be conducted remotely.

- If additional information is requested, the Offeror must respond within 48 hours.
- LCPS reserves the right to elevate additional Offerors at a later date.

1.12.4 Interviews and Software Demonstration Evaluation

Elevated Offerors will complete software demonstrations and interviews with the PAG and other LCPS subject matter experts.

Demonstrations and interviews will be conducted over a three-week period, with the first two weeks done remotely. In these weeks, each Offeror will have one full day of demonstrations during the week, with each Offeror covering the same topics. In the third week, each Offeror is expected to be on site for their demonstration and interview day. LCPS will provide detailed agendas and demonstration scripts in advance of the scheduled meetings. Following the demonstrations, the PAG will score the Offerors and the highest-ranking Offerors will move forward to Discovery.

1.12.5. Discovery

Each Offeror elevated to Discovery will receive a Request for Clarification (RFC) letter to clarify parts of the proposal where the PAG may have questions or concerns. Discovery sessions will consist of up to two days of on-site meetings with Offerors to address any questions or concerns and to focus on implementation issues and the development of a Statement of Work (SOW). LCPS expects all key project team members will be available for the Discovery sessions. LCPS may send additional RFC letters following discovery sessions. The PAG will score the Offerors and elevate one (or more) Offeror(s) as the preferred Offeror.

1.12.7 Negotiations

Following completion of the evaluation process, LCPS intends, but is not obligated to, commence negotiations with one or more Offerors elevated as the preferred solution and services providers based on PAG's evaluation of the proposals, interviews, demonstrations, and Discovery to establish a binding contract for the supply of the required solution and implementation services contemplated by this RFP. The selection of a preferred Offeror does not obligate LCPS to enter into a contract with such preferred Offeror or any preferred Offeror.

- Negotiations may include changes, amendments, or revisions to the Offeror's proposal and such terms and conditions as LCPS, in its sole discretion, determines are required to be included in the contract. If LCPS determines in its sole discretion that the parties will be unlikely to agree on terms and conditions acceptable to LCPS in a timely manner, then LCPS may discontinue such negotiations upon written notice to the preferred Offeror without liability and LCPS may, in its sole discretion, but is not required to, enter into negotiations with any other Offeror.

- Offerors shall state any exception to any contractual terms or conditions, including any liability provisions contained in the RFP in writing at the time of responding to the RFP. Such exceptions shall be considered during negotiation but shall not be used as a basis for scoring or evaluating which Offerors are selected for negotiations. Price shall be considered but need not be the sole determining factor.

- At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s). The Offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

1.12.8 Selection of Offeror

Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the LCPS Procurement Official, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, Offerors should submit such additional material in a timely manner.

- LCPS may cancel this RFP or reject proposals, in whole or in part, at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should LCPS determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

- Failure of an Offeror to not comply with the RFP may be grounds for the exclusion of such Offeror from further consideration by LCPS. LCPS may, but is not required to, take exception to any RFP specifications.

The award, if any, will be made to the responsive and responsible Offeror(s) that meets or exceeds the specifications and conditions of the request for proposals, that offers the best value, and is determined to be to the best advantage to LCPS. Final award of any contract is subject to the approval of the Loudoun County School Board and appropriation of funds.

1.12.9. Selection Criteria

The ranking criteria that will be used for the proposal evaluations are as follows, with 3 rounds of scoring:

Round #1:

	Proposal Assessment	**Score**
QUAL	Understanding of LCPS' Needs/Responsiveness	5
IMPL	Implementation Approach	15

IMPL	Project Management	10
IMPL	Approach to Business Process Change	10
SOFT	Software Functionality - Finance	15
SOFT	Software Functionality – HR	15
IMPL	Long-Term Support / Business Continuity	5
QUAL	Experience / Knowledge of Local School Districts	5
TERM	Compliance with Key Contract Terms	10
COST	Reasonableness of Cost	10
	Total	**100**

Round #2:

	Interview and Software Demonstration Evaluation	Score
DEMO	Software and Implementation Interviews and Demonstration - Financials	30
DEMO	Software and Implementation Interviews and Demonstration - HR/Payroll	30
QUAL	Proposed Offeror(s) Qualification - (Software and Implementer)	15
SOFT	Proposed Software/Solution and Technical Functionality	15
IMPL	Project Management Approach / Quality Assurance	5
COST	Reasonableness of Cost	5
	Total	**100**

Round #3:

	Discovery	Score
IMPL	Response to RFC Questions	10
SOFT	Example SOW	10
IMPL	Individual Key Personnel Interviews / Project Management	30
TERM	Scope (Data Conversion, Interface, Reports, etc.)	15
SOFT	Software Functionality	15
TERM	Compliance with Key Contract Terms	10
COST	Reasonableness of Cost	10
	Total	**100**

Each scoring round will supersede the previous one. As proposals progress through multiple evaluation stages, scores from earlier rounds will not be carried to the next round.

1.13. EVALUATION SCOPE

LCPS has made the strategic decision to align finance and human resource functionality within a future ERP System. The scope of this project is defined in **Section 2** - **SCOPE OF PROJECT**. However, LCPS expects to evaluate Offerors based on consideration of scope listed in **Section 3** - **DETAILED SUBMITTAL REQUIREMENTS** and **Section 4 – ATTACHMENTS,** and the mandatory requirements provided below.

1.13.1 Mandatory Requirements

The purpose of this section is to outline the mandatory requirements that the proposing Offeror must meet to be considered for the selection process. Failure to comply with any of these requirements may result in disqualification from the procurement process.

1. Cloud-Based Solution: The proposed solution must be cloud-based. The Offeror must provide detailed information on the cloud platform being used, including security measures, data storage, and system availability.
2. Single Proposal for Solution and Implementation: The Offeror must submit a single, consolidated proposal that includes both the solution and the implementation services. The proposal should clearly differentiate between the two components and provide detailed pricing information for each.
3. Compliance with Applicable Laws and Regulations: The Offeror must ensure that the proposed solution and all associated services comply with all applicable federal, state, and local laws and regulations.
4. Data Security and Privacy: The Offeror must provide a detailed description of the measures in place to ensure the security and privacy of LCPS data. This should include encryption methods, access controls, and any third-party security certifications.
5. References: The Offeror must provide a list of at least three references from similar projects in the US public sector, including contact information and a brief description of the work performed.
6. Implementation Track Record: The proposing Offeror must have successfully completed at least one implementation of the proposed solution (or a similar solution) for a client based in the United States within the past three years. The Offeror must provide details of this implementation, demonstrating their ability to deliver effective solutions within the American local government and regulatory context.

In the event that all RFP requirements are not met with products and services provided by one firm, Offerors are encouraged to partner with other firms to submit a joint proposal. Failure to meet all requirements will not disqualify a firm. However, LCPS will evaluate each proposal to determine its overall fit in the best interests of LCPS.

If multiple firms partner to submit a joint proposal, the proposal must identify one firm as the primary contact. This primary contact will be the primary point of contact throughout the procurement process and will be held responsible for the overall implementation of all partners included in the joint proposal.

All third-party solutions or firms proposed as part of a joint proposal are subject to the same requirements of this RFP, unless otherwise stated.

1.14. ORGANIZATION OF PROPOSAL

Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposed products and services to satisfy the requirements of the RFP. Attention should be given to accuracy, completeness, relevance, and clarity of content. Proposals shall be organized and submitted to include:

i. Submission Package I – Primary Submission

ii. Submission Package II – Price Proposal

Attachments included in this RFP must be completed and returned with the proposal in the appropriate submission package.

- Microsoft Word attachments may be submitted in PDF format to assist in readability.
- Microsoft Excel attachments must be submitted as Excel files.

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

1.15. DISCLOSURE OF INFORMATION

In accordance with the Virginia Freedom of Information Act (FOIA), Va. Code § 2.2-3700, *et seq*., a ll proposals submitted in response to this RFP become the property of LCPS and will be made accessible for public review upon award of contract. LCPS will not disclose any information derived from proposals submitted or from discussions with other Offerors prior to award.

Notwithstanding the above, trade secrets or proprietary information submitted by an Offeror in connection with this RFP will not be subject to disclosure under FOIA, if the Offeror has invoked the protections of Va. Code § 2.2-4342(F) by identifying the proprietary or confidential information on **Attachment 21: Proprietary Confidential Information Identification**

1.16. DEBRIEF

Offerors submitting an unsuccessful proposal may, within 10 days of the notice of contract award, request a meeting for debriefing and discussion of their proposal. The request must be addressed in writing to the Procurement Official identified in **Section 1.10.3 - RFP Questions and Addenda**.

1.17. QUALIFICATIONS OF OFFERORS

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

1.18. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Offerors agree to comply with all federal, state, and local laws and regulations, applicable to the RFP and to the funding source authorizing any program or activity funded through this RFP (e.g. Title VI of The Civil Rights Act of 1964, and Limited English Proficiency Requirements) and with all Loudoun County School Board, policies and regulations.

1.19. DISABILITIES LEGISLATION

LCPS is required to comply with state and federal disability legislation, which include, Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act of 1990 (ADA), as amended, and the Virginians with Disabilities Act (VDA).

i. Specifically, LCPS, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II, of the American with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disabilities from discrimination on the basis of disability in the services, programs, or activities of all state and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, II, and V of ADA.
ii. If, due to a disability, anyone needing assistance to enable meaningful participation in this process, please contact the Purchasing Division at 571-252-1270 at least five (5) working days prior to the opening date of this solicitation.

1.20. VIRGINIA SCC COMPLIANCE

Any Offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia, as amended or otherwise required by law, shall include in its offer the Identification Number issued to such Offeror by the Virginia State Corporation Commission (SCC).

Furthermore, any Offeror that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 or as otherwise required by law, shall include in its proposal a statement describing why the Offeror is not required to be so authorized.

An attribute verifying compliance with this Virginia SCC regulation must be submitted with the proposal. Refer to the “Attributes” tab of the LCPS Electronic Bidding System to select the following options:

A. Offeror is a corporation or other business entity with a Virginia SCC identification number.

   If Supplier chooses option A from the dropdown in the above attribute “VA SCC Compliance” then the Offeror needs to enter in the provided text field their VA SCC member number.

B. Offeror is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust.

C. Offeror 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 Offeror 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 Offeror's out-of-state location).

D. Offeror is an out-of-state entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts 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.

E. Check this box if you have not completed any of the foregoing options but currently have pending before the VA 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 proposals (LCPS reserves the right to determine in its sole discretion whether to allow such waiver). Provide proof of application.

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

1.21. DEBARMENT STATUS

By participating in this procurement, Offerors certify that they are not currently debarred by LCPS, the Commonwealth of Virginia or the federal government from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred. If an entity is created or used for the purpose of circumventing a debarment decision against another entity, the non-debarred entity will be debarred for the same time period as the debarred entity.

1.22. SALES TAX

LCPS is exempt from paying Federal Excise Tax and State or Local Sales and Use Taxes on all tangible personal property purchased or leased by LCPS for its consumption. Notwithstanding, Offerors should be aware of the fact that all materials and supplies which are purchased directly by the Offeror in conjunction with this contract will be subject to applicable State and Local Sales Taxes and these taxes shall be borne by the Offeror. LCPS State Tax I.D. #54-6001395.

1.23. W-9 FORM

In the event of a contract award, this information is required in order to issue purchase orders and payments to the offeror. A copy of this form can be downloaded from https://www.irs.gov/pub/irs-pdf/fw9.pdf.

1.24. BEST VALUE CONSIDERATION

LCPS is a best value agency and, as such may award responsible Offerors whose submission to a Solicitation provides the greatest overall benefit to LCPS in response to the requirements, and through comparing all costs, which may include actual costs, opportunity cost, cost savings, or cost avoidance, to any tangible or intangible benefits.

1.25. EQUAL PRODUCTS

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

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

1.26. RIGHTS RESERVED

In addition to the reservation of rights previously stated in this RFP, LCPS reserves the following rights:

The right to select the proposal(s) which in its sole judgment best meets the needs of LCPS. The lowest proposed cost will not be the sole criterion for recommending the contract award.

1. LCPS reserves the right to meet with Offerors at any time to gather additional information.

2. The right to modify the scope of this RFP until the final contract signing;

3. The right to reject any and all proposals in whole or in part, to waive technical defects, irregularities, and omissions if in its judgment the best interest of LCPS will be served. This RFP does not commit LCPS to award a contract;

4. The right to award the proposal in total, by item, or by group of related items.

5. The right to make multiple awards as a result of this solicitation.

1.27. INSURANCE REQUIREMENTS

1. Contractor shall provide and maintain, at their own expense the following insurance **Worker's Compensation Insurance and Employers' Liability Insurance** – Workers' Compensation Insurance in accordance with statutory requirements, and Employer's Liability insurance in limits of $1,000,000 per accident, per employee, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
2. **Commercial General Liability Insurance:** Commercial General Liability Insurance at a minimum of $1,000,000 each occurrence, written on an occurrence basis, and an aggregate limit of

$1,000,000. Coverage shall be designated to apply per project and shall include coverages, not limited to, Products-Completed Operations, Independent Contractors, Contractual Liability, and Cross Liability.

3. **Automobile Liability Insurance**— A minimum of$1,000,000 combined single limit for each occurrence covering property damage and bodily injury liability including death of Automobile Liability Insurance. The policy shall cover all persons involved, at any time, and arising out of the ownership, maintenance, or use of owned, non-owned, borrowed, leased, rented, or hired automobiles. In addition, all mobile equipment used by the contractor in connection with the contracted work, will be insured under a standard Automobile Liability policy. This coverage may be satisfied by way of endorsement to the Commercial General Liability policy or provision of a separate Business Automobile Liability policy.
4. **Professional Errors and Omissions (E&O) Liability Insurance:** E&O Insurance with a minimum limit of $1,000,000 per claim to cover the professional services and legal liability, negligence, wrongful acts, errors, or omissions related to the Contractor's services. It is preferred that the coverage be on an occurrence basis. If Professional Liability insurance is included in the Commercial General Liability policy, please so indicate evidence of coverage on the Contractor's certificate of insurance. The coverages afforded by the Professional Liability E&O Policy-shall apply to the Contractor and the Contractor's officers, agents, employee, subcontractors and subconsultants of every tier as the Contractor designates in the declarations ~~and employees~~ for claims arising out of or in connection with the work or services provided under this contract.-The Contractor shall continue to maintain professional liability insurance in the required amount for a period of five (5) years after final completion of the project for which it provides professional services.
5. **Cyber/Technology/Media Liability including Privacy/Security Liability Insurance**: Insurance coverage with a minimum limit of $5,000,000 per occurrence and covering cloud computing and mobile devices, protection of private or confidential information, network security and privacy, liability for system attacks, digital asset loss, denial or loss of service, unauthorized access and use, as well as introduction, implantation or spread of malicious software code.
6. **Commercial Umbrella or Excess Liability Insurance**: Insurance coverage over the above-listed coverages of 1,000,000 each occurrence and aggregate limit shall be designated to apply per project. The coverages afforded by the Umbrella or Excess Liability Policy shall apply to the Contractor and the Contractor's officers, agents, employee, subcontractors and subconsultants of every tier as the Contractor designates in the declarations for claims arising out of or in connection with the work or services provided under this contract.
7. **Crime Insurance**: Insurance coverage or bond in the amount of $5,000,000 to protect LCPS from the Contractor, and its employees or outside bad actors, from crimes committed while handling or having access to electronic systems that administer LCPS money, securities, or other negotiable instruments and, if applicable, equipment and goods.

Contractor shall comply with the following additional insurance provisions:

8. **Additional Insured:** All policies shall name the Loudoun County School Board, operating as Loudoun County Public Schools, (LCPS) its officers, employees, agents, and volunteers as Additional Insured on the Commercial General Liability, Automobile Liability and Excess or

Umbrella coverages listed above. The insurance certificate shall indicate that all coverages are primary and non-contributory to all other coverage the LCPS may possess.

9. **Liability Insurance "Claims Made" basis**: If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional condition. The limit of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:
    a. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the contractor's or subcontractor's work under the contract, or
    b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of the contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
10. The insurance specified herein shall be with an insurance company **Best Rated A- IV or better**, licensed and authorized to do business in the Commonwealth of Virginia and acceptable to LCPS. All insurance must be obtained before any work is commenced and kept in effect until its completion. If any of the work is sublet, similar insurance shall be obtained by or on behalf of the subcontractor to cover their operation. Each of the policies shall include a waiver of subrogation against LCPS, its officers, employees, agents and volunteers.
11. The Contractor shall provide LCPS with an **original, signed Certificate of Insurance** stating that LCPS is the Certificate Holder and Additional Insured as its interests may appear in the contracted services, and identifying the RFP Number and Title prior to the award of the contract. If requested, copies of policies and endorsements shall be made available to LCPS. The Certificate of Insurance shall be sent to the Procurement Office, Loudoun County Public Schools, 21000 Education Court, Suite 301, Ashburn, VA 20148 prior to the start of work. The requested policies and insurance certificate shall provide evidence of the following minimum insurance coverage and limit requirements:
12. **All required insurance coverages must be acquired from insurers**. Contractor shall provide written notice to LCPS within 45 days any cancellation, non-renewal, or material change in coverage. No acceptance and/or approval of any insurance by LCPS shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon them by the provisions of the RFP and resulting contract documents. Contractor shall also provide a new certificate prior to any change, renewal, or cancellation date. LCPS shall have the right, but not the obligation, of prohibiting Contractor from providing work, services, and products until a new Certificate of Insurance evidencing the replacement coverage is provided to LCPS. Contractor agrees LCPS reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to LCPS.
13. The Contractor assumes all risk for **direct and indirect damage** or injury to the property or persons used or employed on or in connection with the work, services or products contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with the Contractor's work, services, or products.
14. **Subcontractor or Subconsultant Insurance**: Nothing contained in this RFP shall be construed as creating any contractual relationship or liability between any subcontractor or subconsultant and

LCPS. The Contractor shall be as fully responsible to LCPS for the injuries, damages, acts and omissions of the subcontractors/subconsultants and/or persons employed by them as it is for persons directly employed by it.

15. **Contract Control of All Tasks**: Contractual and other liability insurance provided under this contract shall not contain a supervision or inspection exclusion that would preclude LCPS from supervising and/or inspecting the services provided. The Contractor's firm shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subconsultants and any persons employed by the subconsultants.
16. **Deductibles, Self-Insured Retentions, Coverage Limitations and Exclusions**: Contractor agrees to be fully and solely responsible for any costs, expenses, or losses not covered as a result of policy deductibles, coinsurance penalties, self-insured retentions, and coverage limitations and exclusions.
17. **Right to Revise or Reject**: LCPS reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages, and endorsements, based on the insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work/specifications affecting the applicability of coverage, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, LCPS reserves the right, but not the obligation, to review and reject Contractor's insurer due to its poor financial condition or failure to operate legally in the Commonwealth of Virginia. In such events, LCPS shall provide Contractor written notice of such revisions or rejections.
18. **No Representation of Coverage Adequacy**. The coverages, limits, or endorsements required herein protect the primary interests of LCPS, and Contractor agrees in no way shall these required coverages be relied upon when assessing the extent or determining appropriate types and limits of insurance coverage to protect Contractor against any loss or risk exposures herein or otherwise.

1.28. GENERAL TERMS AND CONDITIONS

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to any choice of law provisions, and any litigation with respect thereto shall be brought in either the Circuit Court of Loudoun County or the United States District Court for the Eastern District of Virginia-Alexandria Division. The parties are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using nonbinding Alternative Dispute Resolution (ADR) procedures. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

AUTHORITY: The Purchasing Agent shall serve as the principal purchasing official for LCPS and shall be responsible for the procurement of goods and services, with the exception of design and construction, the responsibility for which shall reside with the Chief Financial Officer. The Purchasing Agent shall be formally appointed, supervised and subject to the direction of the Division Superintendent or his/her designee. Proposals should be made pursuant to School Board Policy which is in compliance with the Virginia Public Procurement Act, Va. Code §2.2-4300, et. seq. In the discharge of these responsibilities, the Purchasing Agent may be assisted by other staff. Any purchase order or contract made contrary to these provisions and authorities shall be of no effect and void, and LCPS and the School Board shall not be bound thereby.

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

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

SAFETY:

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

4. If requested by LCPS, the Contractor shall provide a written health and safety plan for the project or services prior to proceeding with work. **NON-DISCRIMINATION OF CONTRACTOR:** An Offeror or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, color, national origin, religion, sex, pregnancy, childbirth or related medical conditions, sexual orientation, gender identity, marital status, disability, age, or genetic information, faith-based organizational status, any other basis prohibited by state or federal law relating to discrimination in employment or because the Offeror employs ex-offenders unless LCPS has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, LCPS shall offer the individual, within a reasonable period of time after the date of their objection, access to equivalent goods, services, or disbursements from an alternative provider.

NON-DISCRIMINATION: By submitting their proposals, Offerors certify to LCPS that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act (ADA) and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). Awards made to a faith-based organization shall also comply with the **FAITH-BASED ORGANIZATIONS** clause.

1. During the performance of this contract the Offeror/Contractor agrees as follows:

   (a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, gender expression, socioeconomic level, 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 **NON-DISCRIMINATION** clause.

   (b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.

   (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 paragraph.

   (d) If the Contractor employs more than five (5) employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in LCPS, except such supervisors or employees who are required to complete sexual harassment training provided by the Department of Human Resources and Talent Development of LCPS, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in LCPS that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

(e) The requirements of these provisions are a material part of the contract. If the Contractor violates or fails to remain in compliance with any of these provisions, LCPS may terminate the affected contract or any portion thereof for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from LCPS contracting regardless of whether the specific contract is terminated.

(f) A prohibition on discrimination by the Contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The Contractor will include these provisions in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or Offeror.

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

ETHICS IN PUBLIC CONTRACTING:

1. Each Offeror shall certify, upon signing their proposal, that to the best of their knowledge no LCPS official or employee having official responsibility for the procurement transaction, or member of their immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment or rescission of the contract made or could affect payment pursuant to the terms of the contract.

2. Whenever there is reason to believe that benefit of the sort described in paragraph “a” has been or will be received in connection with a proposal, or contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, LCPS, as a prerequisite to payment pursuant to the Contractor, or at any time, may require the Contractor to furnish, under oath, answers to any questions related to such possible benefit.

3. In the event the Offeror has knowledge of benefits as outlined above, this information should be submitted with its proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the Offeror shall address the disclosure of such facts to the Purchasing Agent of LCPS. The relevant RFP Number (see cover sheet) should be referenced in the disclosure.

4. No employee or former employee with official responsibility for procurement transactions may accept employment with any Offeror or Contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the end of employment by the school division unless the employee or former employee provides written notification to the division prior to commencement of employment by that Offeror or Contractor.

5. By submitting their proposal, Offerors certify that their proposals are made without collusion or fraud and that they have not offered of received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

ACCESS TO SCHOOL PREMISES: No Offeror, agent, or sales representative may enter the schools to advertise or sell goods or services to employees or students except as provided herein. Anyone found soliciting goods or services to students or employees in the schools or on school property during school hours without authorization shall be subject to legal action.

1. Offerors are not permitted to make appointments with individual School Board employees without the permission of the Principal, or the Superintendent, or their designee. No Offeror is permitted to sell, arrange demonstrations of products or services, or take orders for goods or services without prior authorization from the Principal, or Superintendent, or their designee.

2. This does not prevent authorized representatives of firms regularly supplying goods and services to the school division from having access to the schools in the course of their routine business duties.

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

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

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

VIRGINIA FREEDOM OF INFORMATION ACT: All proceedings, records, contracts, and other public records relating to procurement transactions shall be open to inspection in accordance with the Virginia Freedom of Information Act, except as provided in Va Code § 2.2-4342. **FAITH-BASED ORGANIZATIONS:** LCPS does not discriminate against faith-based organizations. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with LCPS to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. If the award of this contract is made to a faith-based organization, and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of their objection, access to equivalent goods, services, or disbursements from an alternative provider.

NO EMPLOYMENT OF UNAUTHORIZED ALIENS: Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

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

CONTRACTUAL CLAIMS AND DISPUTES: Any dispute concerning a question of fact as a result of the contract which is not disposed of by agreement, shall be decided by the Superintendent, who shall render a decision in writing and mail or otherwise forward a copy to the Contractor within ten (10) business days of receipt of the claim. The decision of the Superintendent shall be final and conclusive unless within ten (10) days of receipt of the Superintendent’s written decision on the claim, Contractor appears the decision as provided by the Code of Virginia (1950), as amended. Contractual Claims, whether for money or other relief, shall be submitted to the Superintendent in writing no later than sixty (60) days after final payment or as specified by the contract; however, written notice of the Contractor's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude the Contractor from submission of an invoice for final payment within a certain amount of time after completion and acceptance of the goods and any services. Pendency of claims shall delay payment of amounts agreed due in the final payment.

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

DEBARMENT: For unsatisfactory performance of a contract, a Contractor may be debarred for specified periods of time from contracting for particular types of supplies or services. The Purchasing Agent will provide written notice of debarment to the Contractor setting forth the reasons and period of time.

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

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

1. *PARTIAL PAYMENTS:* Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, ten percent (10%) of the value of the entire order may be retained until the completion of the contract.
2. *PROMPT PAYMENT DISCOUNT:* For purposes of entitlement to any prompt payment discount offered by an Offeror:

   (a) The date from which LCPS must pay will be upon delivery to LCPS, inspection, and acceptance by LCPS, or receipt of a correct invoice by the office specified by LCPS.

   (b) If the Offeror specifies a time for payment that is less than thirty (30) days or does not specify a time within which payment is to be made for its prompt payment discount to apply, then the time shall be thirty (30) days after receipt of the invoice.

   (c) Payment shall be deemed made as of the date of mailing of the LCPS check to the Offeror.
3. *PAYMENTS FOR EQUIPMENT, INSTALLATION, AND TESTING:* When equipment involves installation (which shall also be interpreted to mean erection and/or setting upon or placing in position, service or use) and test, and where such installation or testing is delayed, payment may be made on the basis of fifty percent (50%) of the contract price when such equipment is delivered on the site. A

further allowance of twenty five percent (25%) may be made when the equipment is installed and ready for testing. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of seventy five percent (75%) at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

4. *PAYMENTS TO SUBCONTRACTORS:* Within seven (7) days after receipt of amounts paid to the Contractor by LCPS for work performed by a Subcontractor under that contract, the Contractor shall either (a) pay the Subcontractor for the proportionate share of the total payment received from LCPS attributable to the work performed by the Subcontractor under that contract; or (b) notify LCPS and Subcontractor, in writing, of the Contractor's intention to withhold all or a part of the Subcontractor's payment with the reason for nonpayment.

   The Contractor must pay interest at the rate of one percent per month unless provided otherwise to the Subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from LCPS for work performed by the Subcontractor under that contract, except for amounts withheld as allowed in (b) above. The Contractor's obligation to pay an interest charge to a Subcontractor shall not be construed to be an obligation of LCPS or the School Board. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

   The Contractor shall include this clause in all of its subcontracts, requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier Subcontractor.

5. *UNREASONABLE CHARGES:* Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Va. Code*, § 2.2-4363. LCPS shall notify the Contractor of defects or improprieties in invoices within twenty (20) days after receipt . The provisions of this clause do not relieve LCPS of its prompt payment obligations with respect to those charges which are not in dispute.

INSPECTION-ACCEPTANCE: For determining acceptance of supplies in accordance with the provisions of the *PROMPT PAYMENT DISCOUNT* provision above, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements.

PRECEDENCE OF TERMS: In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply. Notwithstanding the foregoing, the following General Terms and Conditions, **APPLICABLE LAWS AND COURTS, NON-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, NO EMPLOYMENT OF UNAUTHORIZED ALIENS, DEBARMENT, ANTITRUST, MANDATORY USE OF FORM AND TERMS AND CONDITIONS, QUESTIONS OR COMMENTS, PAYMENT** shall apply in all instances.

TESTING AND INSPECTION: LCPS reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications

ASSIGNMENT OF CONTRACT AND ASSIGNMENT OF CONTRACT FUNDS:

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

CHANGES TO THE CONTRACT:

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award.
2. A fixed price contract may not be increased by more than 25% of the amount of the contract or $50,000, whichever is greater, without advance approval of the School Board. No change order is permitted to relieve an Offeror from any error made in the proposal. A listing of all change orders shall be given to the School Board on a periodic basis.
3. The Purchasing Agent may, at any time, without notice to any sureties, by written order indicated to be a change order, and signed by him or her, make changes within the general scope of the contract, including without limitation, changes in (1) specifications (including drawings and designs), (2) method of packing and shipment, (3) method or manner of performance, (4) place of delivery, and (5) time for performance and completion.
4. Within fifteen (15) days of receipt of a change order, the Contractor shall submit a written proposal to the Purchasing Agent for any equitable adjustment to the contract price, delivery schedule, or both, that should in fairness be made due to the change order. The parties shall then agree to and sign a modification to the contract that makes an equitable adjustment to the contract price, delivery schedule, or both.
5. If the parties cannot agree to a modification to the contract, then the Purchasing Agent may either (1) cancel the change order at no expense to LCPS, or (2) order in writing that the Contractor proceed with the change order.
6. If the Purchasing Agent orders in writing that the Contractor proceed with the change order and no adjustment is agreed upon, then the Contractor or Purchasing Agent may submit a claim to LCPS for an equitable adjustment to the contract price, delivery schedule, or both, due to the change order. Any equitable adjustment as to contract price shall be limited to the increase or decrease in cost reasonably attributable to the change order that, as determined in LCPS discretion, is reasonable,

allocable, and allowable. Any equitable adjustment as to delivery schedule shall be limited to an increase or decrease in schedule reasonably attributable to the change order.

7. Nothing shall excuse the Contractor from proceeding with the contract as changed by written change order.

8. No payment shall be made to the Contractor for any extra material or services or for any greater amount of money than the written contract stipulates unless the procedures of this clause have been strictly followed.

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

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

State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes.

If sales or deliveries against the contract are not exempt, the Contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the Contractor from offering a tax-included price.

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

Deliveries must be made during LCPS normal business day to a “badge identified” LCPS employee, (Monday to Friday, except holidays, from 8:00 A.M. to 3:30 P.M.) and sufficiently before closing time to permit unloading, inspection, and storage, unless specific arrangements have previously been agreed upon at the delivery point.

The Contractor shall ensure compliance with these instructions for items that are drop-shipped.

Unless otherwise specified in the solicitation all pricing shall be F.O.B. Destination, inside delivery.

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

TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing, and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

FINAL INSPECTIONS: Inspection and acceptance of materials or supplies will be made after delivery at destination herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, LCPS will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud, or such gross mistakes as amount to fraud. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on LCPS for such materials or supplies as are not in accordance with the specifications.

COMPLIANCE: Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the proposal. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delivery in receipt of goods by the purchaser shall rest with the Contractor. Any request for an extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected.

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

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

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

INSURANCE: Contractor shall provide such insurance according to the insurance requirements set forth in the RFP, which shall also include a requirement to provide a certificate of insurance and list Loudoun County School Board doing business as Loudoun County Public Schools as an additional insured in connection with any policy. Such a policy shall remain in force throughout the entire duration of the contract awarded pursuant to this IFB.

ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the LCPS website (www.lcps.org) for a minimum of ten (10) days.

DRUG-FREE WORKPLACE:

1. During the performance of the Agreement, 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) cause to be included the provisions of the foregoing clauses (substituting the Subcontractor or Offeror for the Contractor as the obligated party) in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each Subcontractor or Offeror.
2. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the Agreement by the Contractor where its employees 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 Agreement.

OFFER PRICE CURRENCY: Unless stated otherwise in the solicitation, Offerors shall state offer prices in US dollars.

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

1.29. SPECIAL TERMS AND CONDITIONS

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

GENERAL GUARANTY:

Awardee(s) shall:

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

SERVICE CONTRACT GUARANTY: The Contractor agrees:

1. To furnish services described in the solicitation at the times and places and in the manner and subject to conditions therein set forth, provided, however, that LCPS may reduce the said service at any time.
2. To enter upon the performance of services with all due diligence and dispatch; assiduously press to its complete performance and exercise therein the highest degree of skill and competence.
3. All work performed and services rendered shall strictly conform to all laws, statutes, regulations, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agencies.
4. Said services may be inspected by an employee of LCPS at any reasonable time and place selected by LCPS. LCPS shall be under no obligation to compensate the Contractor for any services not rendered in strict conformity with the contract.
5. The presence of a LCPS/County/State Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

STOP WORK ORDER:

1. LCPS may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically

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

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

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

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

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

TERMINATION FOR DEFAULT:

1. LCPS may, by written notice of termination to the Contractor specifying a termination date at least five (5) days thereafter, terminate this contract for default in whole or in part if the Contractor (1) fails to deliver the goods or perform the services this contract requires within the time this contract specifies, (2) fails to make progress in a manner, which threatens timely completion of performance, (3) is adjusted as bankrupt – or that Contractor should make a general assignment for the benefit of Contractor's creditors, or a receiver should be appointed on account of Contractor's insolvency, or (4) fails to perform any of Contractor's other obligations under this contract or violates any provision of this contract.

2. LCPS's right to terminate this contract may be exercised if the Contractor does not cure such failure within ten (10) days (or more, if authorized in writing by LCPS) after receipt of notice from LCPS specifying the failure.

3. If this contract is terminated for default, the Purchasing Agent may require the Contractor to transfer title and deliver to LCPS, as directed by the Purchasing Agent, any completed or partially completed goods and documents, data, studies, surveys, drawings, maps, models and reports ("deliverables"), prepared by the Contractor under the contract. LCPS shall pay the contract price for such completed goods and deliverables. The Contractor and Purchasing Agent shall agree on the amount of payment for partially completed goods and deliverables the School Board requires the Contractor to transfer and deliver to it. If the parties fail to agree, then the Contractor may present a claim to LCPS for its reasonable costs for the partially completed goods and deliverables. Costs recoverable shall be limited to those that, as determined in LCPS discretion, are reasonable, allocable, and allowable. Such costs in no event shall exceed the contract price for the goods and deliverables if completed.

4. Notwithstanding the above, the Contractor shall not be relieved of liability to LCPS for damages sustained by LCPS by virtue of any breach of contract by the Contractor for the purpose of setoff until such time as the exact amount of damages due to LCPS from the Contractor is determined. Contractors shall be responsible for any additional cost to LCPS resulting from LCPS's repurchase of goods and services following any termination for default.

5. If the School Board terminates this contract for default when cause, in fact, does not exist, then the termination shall for all purposes be deemed a termination for convenience under this contract, and the termination for convenience clause shall apply for all purposes.

6. If the Contractor properly terminates this contract for material breach by LCPS, the Contractor's damages shall be limited to the amounts recoverable by the Contractor for a termination for convenience.

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

NOTICE OF AWARD/CONTRACT DOCUMENTS:

1. A written award furnished to the successful Offeror shall be deemed to result in a contract binding on the Offeror. To the extent they are included in or incorporated by the solicitation, the following documents are hereby incorporated in and shall form a part of the resulting contract:

   (a) LCPS Solicitation, Award Notice, and other documents which may be incorporated by reference, if applicable.

   (b) Terms and Conditions – (General Conditions and Instructions to Offerors regarding Special Provisions)

   (c) Statement of Work

   (d) Pricing Schedule.

   (e) Any Addenda/Amendments.

   (f) Purchase Order.

2. No awardee of any Loudoun County Public School's contract shall issue a press release or in any other way advertise their contract with LCPS without the express written permission of LCPS.

SEPARATE CONTRACTS:

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

2. If a dispute arises between the Contractor and separate Contractors as to their responsibility for cleaning up as required by **USE OF PREMISES AND REMOVAL OF DEBRIS**, (c) and (d) of these Additional Terms and Conditions, LCPS may clean up and charge the cost thereof to the respective Contractors in proportion to their responsibility. If a Contractor disputes LCPS's apportionment of cleanup costs, it shall be that Contractor's burden to demonstrate and prove the correct apportionment.

JOINT AND COOPERATIVE PROCUREMENT: As authorized in Section 2.2-4304 of the Code of Virginia, if applicable, this procurement is being conducted on behalf of or in conjunction with one or more public bodies, agencies, institutions, or localities of the several states, territories of the United States, the District of Columbia with the consent of the Contractor.

1. Offerors are advised that the resultant contract(s) may be extended, with the authorization of the Offer, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, and payment. LCPS acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to another public body will have no effect on consideration of Contractor's offer
2. It is the Contractor's responsibility to notify the public body(s) of the availability of the contract(s).
3. Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.
4. Each public body shall execute a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
5. LCPS shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

CONTRACT MODIFICATIONS: No modifications in the terms of a contract shall be valid or binding upon LCPS unless made in writing, signed, and duly authorized by LCPS.

FUNDING: A contract shall be deemed binding only to the extent of appropriations available to LCPS for the purchase of such services or articles.

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

PRICE REDUCTION: If at any time after the date of the award the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (l) to Contractor's wholesalers, jobbers, retailers, etc., which was used as the basis for responding to this solicitation.

An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit invoices at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will, within ten (10) days of any general price reduction, notify the Purchasing Agent of such reduction by letter. **FAILURE TO DO SO WILL BE A BREACH OF THE CONTRACT AND MAY REQUIRE TERMINATION OF THE CONTRACT.** Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

The Contractor, if requested, shall furnish, within ten (10) days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the award, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

PLACING OF ORDERS: Orders against contracts will be placed with the Contractors on a Purchase Order executed and released by the Purchasing Agent. The Purchase Order must bear the appropriate contract number and date.

Where Blanket Purchase Agreements (BPAs) have been executed and a Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by the ordering office. Such BPAs are normally reserved for the purchase of highly repetitive items on a day-to-day basis. Orders may be made by use of a LCPS purchase card.

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

PROJECT MANAGER: LCPS may also designate and/or assign a project manager or liaison (Project Manager) who will be the central point of contact for the awarded Contractor. The assigned Project Manager shall represent LCPS throughout the contract period. The Project Manager shall on an as needed basis schedule meetings, measure progress, and receive all deliverables. Contractor agrees to the following:

A. The Contractor shall participate in a start-up meeting at LCPS with the school assigned management team to define parameters.

B. The Contractors shall provide progress reports as required to LCPS' management team indicating current status of the project.

C. Reports shall state specific accomplishments achieved during the reporting period and if applicable confirm or revise projected completion dates for additional assigned tasks. Contractor shall also provide "for your information" reports. These reports would include any information not mentioned above which might be important or on a "need to know" basis, such as certain "incidents" which were addressed, or a sudden “turn over” with staffing and “replacement” plan due to “dismissals”. Any other necessary “need to know” information or concerns.

D. The Project Management Team will require the Contractor to make oral informational presentations to persons within the organization, as necessary, and for all related assigned projects.

E. All work shall be completed, and final report delivered to LCPS prior to payment of assigned project or task.

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

INDEMNIFICATION:

GENERAL INDEMNIFICATION: Contractor must indemnify, keep, and save harmless LCPS, its agents, officials, employees, and volunteers against claims that may accrue or arise against LCPS as a result of this contract, if the claim was caused by the negligent acts, errors or omissions, recklessness, or intentionally wrongful conduct of the Contractor, its employees, its subcontractor, or its subcontractor’s employees in performance of the contract. As used in this paragraph, a claim includes injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by LCPS, the Contractor must at its own expense appear and pay all attorneys’ fees and all costs and other expenses related to the claim. If, related to a claim, any judgment is rendered against LCPS or a settlement reached that requires LCPS to pay money, the Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, does not limit the Contractor’s responsibility to indemnify, keep and save harmless LCPS as provided in this contract.

INTELLECTUAL PROPERTY INDEMNIFICATION: In addition to the General Indemnification, Contractor will indemnify LCPS against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor’s products, software, services, or deliverables. Contractor must indemnify LCPS for any loss, damage, expense, or liability, including costs and reasonable attorneys’ fees that may result by reason of any such claim. In the event of a claim covered by this subparagraph, and in addition to all other obligations of Contractor in this paragraph, Contractor must at its expense and within a reasonable time: (i) obtain a right for LCPS to continue using such products and software, or allow Contractor to continue performing the Services; (ii) modify such products, software, services or deliverables to make them non-infringing; or (iii) replace such products or software with a non-infringing equivalent. If, in the Contractor’s reasonable opinion, none of the foregoing options is feasible Contractor must immediately notify LCPS and accept the return of the products, software, services, or deliverables, along with any other components rendered unusable as a result of the infringement or claimed infringement, and refund to LCPS the price paid to Contractor for such components as well as any pre-paid fees for the allegedly infringing services, including license, subscription fees, or both. Nothing in this subparagraph, however, relieves the Contractor of liability to LCPS for damages sustained by LCPS by virtue of any breach of contract related to a third-party infringement claim.

RIGHT TO PARTICIPATE IN DEFENSE: If the Contractor chooses to defend LCPS against a claim, LCPS may, at its sole expense, participate in the defense or resolution of a claim. Contractor will have primary control of the defense and resolution of the claim, except when such defense or resolution requires LCPS to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases Contractor must obtain LCPS' prior written consent before entering into such settlement or resolution.

NO INDEMNIFICATION BY LCPS: The Contractor agrees that under applicable law LCPS cannot indemnify, release, defend or hold the Contractor, its employees, its subcontractor, or its subcontractor's employees harmless. To the extent any promise or term contained in this contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification, release, or obligation to defend by LCPS, that promise or term is stricken from this contract and of no effect.

SURVIVAL OF INDEMNIFICATION: These provisions shall survive the Contractor's provision of work, services, and products, and the purchase of insurance by the Contractor shall in no event be construed as a fulfillment or discharge of the obligations set forth in this provision. Nothing contained herein shall be construed as a waiver of LCPS' sovereign immunity under law.

SAFETY DATA SHEETS AND AP APPROVED INSTRUCTIONAL ITEMS: By law, LCPS will not receive any materials, products, or chemicals which may be hazardous to an employee's or student's health unless accompanied by Safety Data Sheets when received. Individual schools will not receive any instructional items that are not Approved Product (AP) approved and denoted as such.

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

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

LIMITATION OF LIABILITY:

1. To the maximum extent permitted by applicable law, the Contractor will not be liable to LCPS under this contract for indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this contract. This limitation of liability will not apply, however, to liability arising from: (a) personal injury or death; (b) direct damage to property; (c) defect or deficiency caused by willful misconduct or negligence on the part of the Contractor; or (d) circumstances where the contract expressly provides a right to damages, indemnification or reimbursement.

2. To the maximum extent permitted by applicable law, the Contractor's liability to LCPS under this contract for loss or damages to government property caused by use of any defective or deficient supplies, products, equipment and/or services delivered under this contract shall not exceed the greater of $1.6m or two (2) times the amount of money paid to the Contractor under this contract during the twelve month period preceding the event or circumstance giving rise to such liability. The Contractor will not be liable under this contract for any indirect, incidental, special, or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this contract. The above limitation of liability is per incident. The limitation and exclusion of damages in the foregoing sentences will not apply, however, to liability arising from: (a) personal injury or death; (b) direct damage to property, (c) defect or deficiency caused by willful

misconduct or negligence on the part of the Contractor; or (d) circumstances where the contract expressly provides a right to damages, indemnification or reimbursement.

CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION AND DATA HANDLING: The Contractor acknowledges and understands that its employees and subcontractors may have access to proprietary information and confidential information belonging to LCPS, its officers, employees, or agents. Except as required by law, the Contractor will require that its employees and subcontractors will not:

a. access or attempt to access data that is unrelated to their job duties or authorizations as related to this contract;
b. access or attempt to access information beyond their stated authorization; and
c. disclose to any other person, or allow any other person access to, any information related to LCPS or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, facsimile transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor assures that information and data obtained as to personal facts and circumstances related to LCPS, employees, students, or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and LCPS' written consent and only in accordance with federal law or the Code of Virginia. The Contractor understands that LCPS, or others may suffer irreparable harm by disclosure of LCPS proprietary or confidential information and that LCPS may seek legal remedies available to it should such disclosure occur, including termination of the contract. The Contractor shall hold all information provided by LCPS as proprietary and confidential and shall make no unauthorized reproduction or distribution of such material. Contractors and their employees working on this project may be required to sign a confidentiality statement.

FERPA: The Contractor acknowledges and understands that its employees and subcontractors may have access to proprietary information and confidential information belonging to LCPS students. Contractor acknowledges that the Family Educations Rights and Privacy Act (FERPA), 20 U.S.C. § 1232(g), applies to education records of individual students held by LCPS. To the extent that Contractor has access to education records, as defined under FERPA, Contractor agrees that it shall not use education records for any purpose other than in the performance of the Contract. Except as required by law, Contractor shall not disclose or share education records to any third party.

BREACH NOTIFICATIONS: Contractor shall comply with all applicable federal and state laws regarding personal information security and breach notification procedures. Contractor agrees to immediately notify the other in the event of a security breach, or suspected breach, relating to personal information of one party in the possession of the other party. Contractor shall allow LCPS to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.

DATA HANDLING: Any LCPS data obtained by the Contractor shall be secured and stored on a server within the United States. No LCPS data should be uploaded, inputted, or transferred to any cloud or other server outside of the United States. Upon termination or expiration of this contract, or upon request by LCPS, Contractor shall, at its own expense:

a. Promptly return all tangible LCPS confidential information and all copies thereof to LCPS; or
b. Upon written request from LCPS, destroy any LCPS confidential information in Contractor's possession or control, and provide LCPS with written certification of the destruction.

Additionally, Contractor shall cease all further use of LCPS' confidential information, whether in tangible or intangible form. LCPS shall retain and dispose of Contractor's confidential information in accordance with the Virginia Public Records Act, and Library of Virginia retention schedules.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT: Contractor shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH), applicable to the performance of this Contract. Contractor shall:

a. Not use or further disclose protected health information (PHI) other than as permitted or required by the terms of this Contract or as required by law;
b. Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Contract;
c. Report to the Department, as applicable, any use or disclosure of PHI not provided for by this Contract;
d. Mitigate any harmful effect that is known to the Contractor of a use or disclosure of PHI by the Contractor or Contractor's employees, subcontractors, or agents in violation of the requirements of this Contract;
e. Impose the same requirements and restrictions contained in this provision on Contractor or Contractor's employees, subcontractors, or agents performing on this Contract;
f. Provide access to PHI contained in its records to LCPS in the time and manner designated by LCPS, or at the request of LCPS, to an individual in order to meet HIPAA access; and
g. Make available PHI in its records to LCPS for amendment and incorporate any amendments to PHI in its records at LCPS request.

CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this contract are vital to LCPS and must be continued without interruption and that, upon contract expiration, a successor, either LCPS or another Contractor, may continue them. The Contractor agrees:

   (a) To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;

   (b) To make all LCPS owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and

   (c) That the Purchasing Agent shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

2. The Contractor shall, upon written notice from the Purchasing Agent, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the approval of the Purchasing Agent.

3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Purchasing Agent in writing prior to commencement of said work.

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

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

CERTIFICATION OF INTERNAL CONTROLS: The Contractor shall have clearly delineated processes and procedures for the internal control of sensitive data and processes, which are any data and processes of which the compromising of confidentiality, integrity, and/or availability could have a material adverse effect on LCPS interests, the conduct of LCPS programs, or to the privacy of which individuals are entitled, when such sensitive data or processes are related to the goods and/or services provided pursuant to this agreement.

The Contractor shall provide evidence of compliant and ongoing internal control of sensitive data and processes through a standard methodology, such as but without limitation the American Institute of Certified Public Accountants (AICPA) Service Organization Control (SOC) Reports. The evidence of compliance shall be contained in a report describing the effectiveness of the Contractor's internal controls. The most recent version of the report shall be provided to Procurement and Risk Management Services upon request. Trade secrets or proprietary information contained within the report shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Contractor must invoke the protection of Va. Code § 2.2-4342F, in writing, prior to or upon submission of the report, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

If deficiencies in the Contractor's internal control processes and procedures are described in the most recent version of the report, the Contractor shall automatically submit the report to Procurement and Risk Management Services within a timely manner and shall describe the corrective actions to be put into place by the Contractor to remedy the deficiencies. Failure to report and/or repair deficiencies in a timely manner shall be cause for the School Board to make a determination of breach of contract.

The Contractor's obligations for certification of internal controls shall survive and continue after completion of this agreement unless the Contractor certifies the destruction of the sensitive data at the end of the contract term.

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2. SCOPE OF PROJECT

2.1. OVERVIEW

Scope includes software, implementation, project management, and other related services.

Functional Scope	
Financials	**Human Resources/Payroll**
• Accounting • General Ledger/Chart of Accounts • Project and Grant Accounting • Budget • Procurement/Accounts Payable (Procure to Pay) • Treasury • Fixed Assets/Asset Management • School Activity Funds • Financial Reporting	• Human Resources • Applicant Tracking/Recruiting • New Hire Processing & Preboarding • Position Control • Employee File • Personnel Actions • Open Benefits Enrollment • Benefits Management • Substitute Management • Performance Management • Professional Learning Management • Time Entry • Payroll

2.2. FUNCTIONAL SCOPE/PROJECT GOALS

Within each scope category, LCPS expects to use this Project to implement software and, where applicable, update policy and/or business processes. LCPS anticipates that the chosen Offeror understands LCPS' goals and will assist in guiding LCPS toward achieving the following goals. LCPS has undertaken work on process improvements (See **Attachment 22 – Future State Process Maps**) and expects the chosen Offeror to use the work. Offeror must acknowledge review of the future state process maps by signing the **Attachment 22-Future State Process Maps Acknowledgement Form.**

The following will be considered success criteria for the Project, and LCPS expects to engage in a joint effort with the Offeror to work towards, track, and be accountable for Project outcomes. Process scope areas are used to classify functional requirements identified in **Attachment 9 - Functional and Technical Requirements**.

2.2.1. Accounting / General Ledger / Chart of Accounts/ Project and Grant Accounting

LCPS is using this Project to redesign their chart of accounts. LCPS is looking forward to using the new system to help automate and streamline processes, eliminate shadow systems to track projects and grant data, and leverage reporting tools that provide current, accurate, and relevant data to stakeholders.

Project Goals:

- Revise LCPS' Chart of Accounts
  - The new Chart of Accounts should automatically update for all users, rather than rely on manual downloads thereof in individual departments,
  - Provide automated report for all end users to be able to see all current accounts, including revision creation dates on the report;
- Increase system-wide reporting capabilities;
- Enhance workflow capability, including the ability to see with whom the task is currently assigned;
- View workflow and history of requesting new accounts/programs/other segments;
- Increase departmental access for viewing chart information and requests for chart maintenance;
- Replacement or establishment of School Activity Funds (KevGroup – School Funds Online) platform to be monitored and tracked in the future ERP system proposed by the Offeror. See **Section 2.2.8 - School Funds / Activity Funds** for more information on School Funds;
- When possible, eliminate shadow systems for tracking;
- Robust tracking and month-by-month reporting as related to projects and grants;
- Automatic workflow notification to all stakeholders when a new grant or project is set up;
- Identify all local match requirements surrounding project and grants via reporting or other mechanism in the system (e.g. data field);
- Automate roll over of year end balances for relevant grants;
- Easy to understand project and grants segment values and structures including subtasks;
- Ability to attach additional documentation to journal entries and budget adjustments at the time of entry; and
- User-friendly data visualization capability/functionality (dashboard) customizable

Process Scope:

- Chart of Accounts
- General Ledger

- General Ledger validation rules setup
- Project and Grant Management
- Financial Reporting, including Dashboards

2.2.2. Budget

LCPS aims to use the ERP system to plan and manage the development of operating and capital budgets. LCPS wants the new budget application to allow interdepartmental collaboration related to budget development and execution. LCPS plans to perform reporting and analysis within the ERP system using data from the system.

End-to-end budget development for all LCPS funds, beginning with budget development kick-off and ending with budget adoption. Includes initial requirements and budget request capture, review, adjudication, and ultimately the production of a printed budget book.

Project Goals:

- Implement department planning and budgeting tools, integrated/included with enterprise budgeting;
- Increase departmental access to the system and utilize decentralized data entry for departmental budget development;
- Use the system for the creation of a multi-year Capital Improvement Plan and store that information in the future ERP system;
- Enhanced Capital Improvement Planning reporting;
- The future ERP system will be used as the single system of record for budget-related processes, eliminating shadow systems being utilized in budget-related processes;
- Enhanced operational budget reporting;
- Enhanced/automated workflow capabilities for budget adjustments and revisions;
- Enhanced/automated reporting capabilities on budget adjustments and revisions or other actions;
- Enhanced data analysis capabilities;
- Reporting on budget adjustments and revisions; and
- Monitoring the budget adjustment process.
- Document repository for supporting any necessary documentation

Process Scope:

- Operating Budget (Inclusive of Operating, Grants, School Nutrition, Self Insurance, Lease Purchase, and OPEB Liability Trust Fund)

- Capital Budgeting (CIP) (Includes both the CIP and CAPP Funds)
- Budget Adjustments/Transfers
- Reporting

2.2.3. Procurement/Accounts Payable (Procure to Pay)

LCPS aims to use this Project to revisit existing purchasing policies and develop new necessary policies, including streamlining the purchasing process and using the system instead of paper and shadow systems to track purchases. LCPS currently relies on manual processes and shadow systems to perform procurement/AP tasks. LCPS is interested in reducing the number of these shadow systems and the time taken as a result of a lack of integration with Oracle EBS.

Project Goals:

- Workflow approval from requisition to payment;
- Workflow approvals based on position hierarchy/budget/account ownership;
- Workflow notifications for all stakeholders in the change order process;
- Enhanced vendor self-service with efficient and electronic communication;
- Enhance multi-year purchase/carry-over process;
- Utilize real-time departmental access to budget to actual data (Accounting);
- Improve inventory tracking;
- Ability to monitor bids, RFPs, and contract status;
- Mobile capabilities to approve transactions;
- Utilize dashboards and financial reporting (including ad hoc reporting, standard financial reporting, and historical reporting);
- Elimination of reliance on shadow systems like Excel for tracking purposes;
- Integration with, or the replacement of the functionality of, LCPS' electronic bidding system and contract repository (IonWave);
- Identify and allow Offeror parent-child relationships;
- Include all purchase orders, contracts, and/or any other supporting documentation;
- Attach receipts and approval for P-Card module;
- System identifies and flags duplicate vendors based on identified key indicators in vendor information;
- Improve the process of P-Card weekly batch of transactions;
- Ability to send purchase order to multiple vendor contacts;

- Ability to submit travel request and reconciliation as part of travel expense/reimbursement functionality;
- Accommodate domestic and international employee travel for reimbursement (GSA rates upload); and
- Ability to perform vendor spend analysis.

Process Scope:

- Request for Proposal
- Request for Qualifications/Invitation to Bid
- Requisitions
- Purchase Orders/Contracts
- P-Cards (Currently Bank of America's Works)
- Change Orders
- Employee Reimbursement
- Accounts Payable
- Offeror Self-Service
- Reporting

2.2.4. Treasury

LCPS currently uses several banks and online payment services that will need to integrate with the future ERP system. The future ERP system must be highly integrated with the general ledger. The future system must also include cash flow reporting/projections.

Project Goals:

- The future ERP system must be able to integrate with any necessary online payment system,
- The general ledger should be automatically updated when a payment is received through a through a third party system. This is currently done manually;
- Accommodate monthly reconciliation between banks and third party systems and the general ledger in a user-friendly manner;
- Automate repetitive Treasury tasks to create efficiencies while also reducing the chance for user error (recurring monthly transactions or other recurring transactions) - to include a workflow approval process;
- Reduction of manual bank reconciliation corrections; and

- Utilization of bank reconciliation module in the future ERP system.

Process Scope:

- Online Payments
- Payment Receipts
- Disbursements
- Bank Integration
- Access for the Loudoun County Treasurer's Office
- Bank Reconciliation
- Accounts Receivable
- Reporting

2.2.5. Fixed Assets/Asset Management

LCPS currently uses several shadow systems for asset management and tracking, including Ivanti, Faster, Asset Essentials, Follet, and Excel. LCPS would like one application/module for all asset management processes on both the capital and non-capital sides. With all assets, LCPS would need a system to identify assets (and non-capital assets), track basic information, and perform necessary financial reporting.

Project Goals:

- Establish a centralized asset tracking system, including tracking for small and attractive items/assets (e.g., laptops, tablets, tools);
- Track assets associated with onboarding/offboarding processes;
- Consolidation of, or integration with, current systems utilized for asset management;
- Ability to produce asset lists (by department, location, category, custodian/responsible party, etc.) for physical inventory (real-time updates are required);
- Manage transfers, disposals, donations, and retirement of assets with proper workflow approval;
- Allow the ability for departments to enter changes to assets, with proper security controls and approval;
- Track the useful life of assets, which aids in budgeting and financial planning. The system should automatically update depreciation schedules and trigger notifications for replacements;
- Enhanced reporting functionality, including ad hoc reporting, standard reporting and historical reporting;
- Tying certain assets to projects and grants, project budgets, timelines, and funding sources;

- Implementation of a standardized procedure across the organization for inventory management;
- Perform asset management processes in multiple quarters. Currently, assets are not able to be processed until the prior quarter is officially closed. Real-time processing and overlapping quarters are required;
- Track P-Card use or one-time authorizations for asset acquisition. The system should reconcile P-Card transactions to asset classifications automatically;
- Identify a Fixed Asset on a requisition (beginning of the purchase process); and
- Utilize workflow/automation to replace the very manual process of distributing a “Master report” for inventory to departments to update via email.

Process Scope:

- Asset Acquisition
- Asset Tracking
- Annual Inventory
- Depreciation
- Asset Reporting

2.2.6. Human Resources/Personnel Actions

Reducing the number of systems LCPS utilizes for Human Resource processes will be critical to the success of this implementation. Implementing a Human Capital Management (HCM) system for LCPS will provide numerous benefits, including allowing LCPS to automate processes, utilize system tools for greater efficiency, and provide additional employee benefits. With the implementation, LCPS will focus on establishing a core HCM system that offers position control, applicant tracking system, electronic employee files, electronic personnel actions, integrated benefits management, performance management, substitute management, professional learning management, manager self-service, and employee self-service.

Project Goals:

- Position control
    - Applicant tracking;
    - Position control information is contained within the future ERP system and eliminates the need to utilize other systems (e.g. Excel, Google, etc.);
    - Centralization of position control and budget data; and
    - Ability to report on position control (ad hoc and standard reporting).
- Applicant tracking system

    - Robust applicant system, allowing for vacancies to be advertised, and for individuals to apply and be offered positions within an electronic system;
    - Ability to monitor and track the status of applicants and new hires within system; and
    - Electronic preboarding of new hires.
- Electronic employee files
    - One system of record for document management as related to Human Resource processes; and
    - Automation and management of the "Annual HR Documentation" distribution processes (memos, assignment letters and contracts).
- Electronic personnel actions
    - Electronic workflow for all HR processes and actions with user-defined signatures and approval.
- Integrated benefits management
    - Electronic management of annual benefits open enrollment;
    - Ability to accommodate various qualifying life events as related to benefit enrollment;
    - Accurately track benefits and deductions; and
    - Ability to manage various approved leave types (e.g. FMLA, LWOP, etc.), as well as accommodations made under the Americans with Disabilities Act.
- Performance management
    - Robust performance management system, allowing for multiple evaluation types and communications between evaluator and employee; and
    - System can accommodate a variety of performance management activities (e.g. observations, plans of improvement, assigned professional learning, etc.).
- Substitute management
    - Robust substitute management system, allowing for the tracking of available substitute assignments and substitute employees, including an interactive electronic system to accept/assign substitute assignments.
- Professional learning management
    - Robust professional learning management system, allowing users to view and search a catalog of professional learning opportunities/training, self-enroll in those learning/training courses, and track completion of courses over time; and

    - The system can allow a superuser to auto-enroll select employees in a specific learning/training course, with notifications.
- Manager self-service
    - Incorporate manager self-service for improved customer/manager service; and
    - Allows for electronic submission of workflows (e.g. job advertising requests, hiring requests, separation requests for a subordinate, etc.).
- Employee self-service.
    - Incorporate employee self-service for improved customer/employee service; and
    - Allows for electronic submission of workflows (e.g. name changes, separations, etc.).
- General
    - Consolidate systems and minimize reliance on manual systems like Excel and Google sheets;
    - Proper security controls within the future ERP system that allows approved stakeholders to view necessary information;
    - Ability to integrate with existing HR systems, when a suitable replacement is not included within the ERP;
    - Enhanced Reporting and Planning for the future/forecasting/project; and
    - Integration between financial, budget, benefits, and human resources.

Process Scope:

- Applicant Tracking/Recruiting
- New Hire Processing and Preboarding
- Position Control
- Employee File
- Personnel Actions
- Open Benefit Enrollment
- Benefit Management
- Substitute Management
- Performance Management
- Professional Learning Management
- Reporting

2.2.7. Time Entry / Payroll

LCPS currently uses various systems for time entry across the organization, and there is no uniform way that departments are entering their hours worked/time off. Facilities uses paper timecards, often requiring photos to be taken of the timecard and sent for approval. Substitute Teachers enter their time in SmartFind electronically. The Office of Special Education is using a “Cals” (calendar) system to track time and leave. Exempt employees submit their time directly to Oracle EBS. Schools often enter time for approval by a designated school staff person, or in other instances, often designate one staff member to enter the time of all employees at that school. The Transportation Division utilizes Transfinder (School Bus Routing and Time Entry activities system) to enter time which is then integrated into Oracle EBS. Other departments utilize other methods of time entry, underlining the lack of organizational uniformity. LCPS would like to use this Project to streamline time and leave, along with steps in calculating and tracking payroll. LCPS desires an integrated system with improved payroll submissions and reporting capabilities.

Project Goals:

- The future ERP system must improve the accuracy and need of corrections for time entry and approval processes;
- Establish more uniform procedures across the organization to comply with LCPS Policies and Regulations regarding time entry and leave, and utilize the future ERP to do so;
- Electronic approvals of time and leave integrates with system time entry (An absence management system);
- Ability to track leave accruals in which end users and supervisors can readily access leave balances and usage in real-time functionality;
- Ability to track earned versus unearned leave based on employees’ contract;
- Utilize the system for employee self-service and manager self-service functionality;
- Allow employees to charge labor costs to projects, programs or grants;
- Utilize the system for overtime and extra time calculations;
- Allow employees to request time off, view their paystubs, print their Form W-2s, track their leave accruals, etc.;
- The system must integrate with any required third-party systems in effort to streamline processes and reduce manual data entry;
- The future ERP system should accommodate various complex work scenarios, such as multiple positions, rates and retro changes to time records with accuracy;
- Multi approval routing based on job assignments (rather than the entire time record);
- Automatically track and notify employee and supervisor when an employee has reached an overtime threshold;
- Eliminate the use of shadow systems including Excel and Google spreadsheets for validation and manual adjustments to timecards such as short term/paid leave;
- Reduce and automate the number of processes for posting costing information to the general ledger Strong security controls around employees’ timecard selections;
- Ability to pay and adjust stipend payments based on predetermined or as needed schedules;

- Ability to pay and track specific employee stipends to ensure employees receive creditable compensation for Virginia Retirement System (VRS);
- Process qualifying life events within the future ERP system automatically, including system notifications to users that they are in a “started” status regarding a life event (without notifying employees via email);
- Generate and send “Enroll and Maintenance File” interface to the Virginia Retirement System weekly or as needed;
- Report on what is owed to the VRS on a monthly basis for both administrative and non-administrative employees (2 separate snapshots);
- Accommodate both defined benefit contributions and defined contributions on a predetermined schedule (schedule may fluctuate based on employee classification) Generate accurate timecard reports, benefits reports, leave reports, payroll reports and costing reports;
- Ability to continue to utilize paying employees in equal payments over a 12-month period including 10-month and 11-month employees;
- Ability to collect membership dues for collective bargaining units;
- Ability to accommodate for standard labor union processes;
- Ability to run payroll based on multiple schedules (bi-weekly, monthly, semi-monthly);
- Ability to process multiple renditions of pay runs prior to finalizing the payroll;
- Ability to run off cycle pay checks;
- Ability to interface with third party payroll systems (tax systems and benefit systems);
- Ability to process W2’s and W2C’s, 941, 941x;
- Ability to process federal and state required payroll tax reporting and send to appropriate taxing authorities;
- Ability to process and track employee voluntary and involuntary deductions (such as garnishments) and send to the appropriate authority;
- Ad-hoc reporting includes but is not limited to all payroll deductions, earnings, and leave; and
- Ability to calculate salary adjustments (such as prorated pay due to new hires, terminations, and other contract changes).

Process Scope:

- Time Entry
- Substitute Time Approval
- Payroll Calculations
- Payroll Processing
- Leave/Absence Management
- Costing
- Deductions
- Snapshots (for Virginia Retirement System)
- Hybrid Remit Uploads
- Enroll and Maintenance File Uploads
- Life Events
- Stipends
- Reporting

2.2.8. School Funds / Activity Funds

LCPS utilizes a third-party product, KevGroup's School Funds Online (SFO), to manage and track its School Activity Funds, which are fund balances distinctly designated to each specific school within the district. It almost serves as a separate ERP (apart from Oracle) for LCPS organizationally, as it has its own Chart of Accounts and does not interface with Oracle EBS in any way. SFO manages the General Ledger for the School Activity Funds. One single approver in LCPS' Accounting Department is responsible for managing, updating and maintaining SFO's chart of accounts. Other KevGroup products work in conjunction with SFO to ensure the accuracy of its data. These products include: School Cash Catalog, which posts items to student accounts; School Cash Online, which is where parents/guardians can pay for those posted items via credit card or electronic check; School Cash Receipting, which is used for in-person receivables but not all schools utilize this functionality; and School Cash Reporting, which is used to create reports specifically relevant to the Student Activity Funds. A physical device is used for point of sales in-person by schools (Nuvei). Further, various LCPS departments, clubs, or athletic teams use various point of sales systems. LCPS is open to moving these systems managing School Activity Funds into the ERP or consolidating them in an appropriate manner, as long as the future system can accommodate the functionality described above.

Project Goals:

- Consolidation or centralization of various systems related to School Activity Funds within the future ERP solution;
- Consolidation or centralization of ticketing/point of sales systems;
- Enhanced reporting functionality, including ad hoc, standard and customizable reports;
- Elimination of email being the source of communication regarding school activity (workflow);
- Ability to accommodate any necessary or requested security controls around Student Activity Funds - (workflow and hierarchy approval);
- Reduce the use of paper checks as a form of payment – ACH;
- Reduction in manual processes, which reduces the opportunity for user error or fraud;
- Ability to reduce the change fund held in School Funds;
- Reduction in manual processes and reducing opportunity for error/fraud;
- The future system would allow in-person payments at that school with a POS device, including handheld devices;
- Ability for each school (100 sites) to process/print checks from School Activity Funds;
- Ability to integrate with Pheonix Synergy (student information system);
- System allows each school to be able to have their own bank account, specifically one checking account per school to make necessary payments; and
- Each school will need to be able to reconcile their own bank accounts.

Process Scope:

- School Activity Funds
- Reporting

2.3. PROJECT TIMELINE

Assuming that the implementation will start at the date published in **Section 1.11 - Procurement Schedule**, offerors should communicate realistic timelines to both successfully implement the ERP system and to guide LCPS to achieve its stated goals. LCPS has identified the following multi-phase implementation schedule but expects future conversations around go-live dates and phase duration as part of the evaluation process.

- Phase 1: This phase consists of replacing functionalities currently in use by Oracle EBS as well as many of the shadow systems. Migration of functionalities performed by other systems identified in **Section 1.6 – Future ERP System** will be performed in subsequent phases. We invite Offerors to recommend one project phase or two project sub-phases (i.e. Finance, HR/Payroll) based on their prior experience and expertise. Please provide detailed justifications for your recommendations, including examples of similar projects where these phases were successfully implemented, highlighting what went well and what did not. LCPS is looking to complete this phase no later than June 30, 2028.
- Phase 2: This phase consists of replacing functionalities identified in **Section 1.6** – **Future ERP System**, other than Oracle EBS. This phase may also include the implementation of other proposed solutions. This phase may be divided into sub-projects, which can be implemented concurrently. LCPS expects this phase to be completed by June 30, 2029.

Phase	Anticipated Completion Date
1	June 30, 2028
2	June 30, 2029

2.4. IMPLEMENTATION SCOPE

LCPS understands that each Offeror may take a different approach to implementation. However, to better compare different approaches and ensure that the implementation's essential components are proposed, LCPS requires that all Offerors use the definitions below when describing implementation activities. Similarly, LCPS will require that Offerors provide tasks in their response to meet both the functional requirements and deliverables contained within this RFP. When completing responses required in **Section 4 - ATTACHMENTS** of this RFP, use definitions listed within the section. In the event that proposed activities overlap multiple phases, select the phase that best applies.

2.5. PROJECT MANAGEMENT

The Offeror will be responsible for providing overall coordination and management of the project, including but not limited to governance support, schedule management, risk mitigation, project communications, contract management, and quality assurance. Deliverables expected during this stage include, but are not limited to:

- Project plan
- Status reports

- Steering Committee presentations
- Minutes of meetings
- Design documents
- Configuration data
- Issues Log / Risk Log
- Requirements Traceability Matrix (RTM)

2.6. KNOWLEDGE TRANSFER

Offeror will be responsible for ensuring that LCPS' core team has sufficient knowledge and understanding of the software to properly participate in the project and subsequent system and business process design discussions. The LCPS core team for the ERP implementation consists of Leads and Subject Matter Experts from both functional and technical domains. The knowledge transfer stage will include all core team training. Specific deliverables expected during this stage include:

- Project team training plan
- LCPS specific system documentation

2.7. SYSTEM DESIGN

The Offeror will be responsible for facilitating the process to define how the system will be used to meet LCPS' business process requirements and Project goals. LCPS has defined a vision for each functional area but needs to identify specifically how the system will be designed/configured to support this vision. As part of the design, LCPS expects to engage in discussions around how to use the system most effectively, what changes in business process are required and to document configurations, interfaces, reports workflows, and security roles. Specific deliverables for the Offeror to provide during this stage include:

- Business process and system design documentation

2.8. BUILD/CONFIGURATION.

LCPS expects the Offeror and LCPS staff to work collaboratively on building the system. All activities related to system configuration, interface development, report creation, or other build tasks should be included in this stage. Specific deliverables expected during this stage include:

- Test scripts based on business process scenarios (use case)

2.9. DATA CONVERSION

The Offeror shall identify and convert the legacy data and migrate the data into the new system. The Offeror shall develop and implement the necessary data conversion programs from Oracle EBS and data quality reconciliation programs necessary to verify data accuracy. The Offeror shall convert the necessary years of historical data to ensure the software solution's usability and business needs by LCPS, or by statutory and other compliance regulations into the new system solution.

- The Offeror shall provide one or more recommendations to accommodate future access to unconverted legacy data.

LCPS understands the level of effort required to convert data and is interested in converting only essential data required for the new system. Offerors must complete **Attachment 10 - Data Conversions** and indicate the proposed data conversions that are included in scope.

2.10. TESTING

Throughout the process, LCPS expects to engage in the execution of a formal test plan. The test plan will be developed during the project and include a testing approach, roles and responsibilities for testing, and clear deadlines and expectations around the testing effort. LCPS expects to engage in successful detailed system and configuration testing, unit testing, regression testing, multiple rounds of system integration testing, parallel testing (payroll), quality assurance testing, and final user acceptance testing.

- For all testing processes, LCPS expects the Offeror to provide sample test scripts that LCPS will further modify with LCPS-specific scenarios.

2.11. PROJECT STAFFING

LCPS will make every effort to staff the project appropriately and understands that staffing a project is important to its success. LCPS anticipates leadership of the LCPS project will be provided by a steering committee made up of leaders from across LCPS. A project manager will be selected by LCPS to manage the project. LCPS has identified lead roles for each of the functional areas below to take responsibility for overall business process decision making. Each lead will coordinate additional subject matter experts (SME) from throughout the organization and make up small teams of individuals that represent key stakeholder groups. LCPS expects the following teams for the project:

Lead	Example of Subject Matter Expert (SME) areas
Accounting	• Chart of Accounts • A/R • A/P • GL • Fixed Assets • Grants • Projects and Grant Accounting • Cash Management • Employee Expenses • ACFR
School Activity Funds	• N/A
Procurement	• Request for Proposals • Request for Qualifications/Invitation to Bid • Vendor File • Requisitions • Purchase Orders/Contracts • P-Cards • Change Orders • Employee Reimbursement

	• Accounts Payable
Asset Management	• Asset Management • Capital Assets
Budget	• Position Management/Control • Budget Development
Core Human Resources	• Employee Records • Personnel Actions • Leave Administration • Classification • Professional Learning Management • Performance Management / Evaluation • Salary Management • Substitute Management • Employee Self Service • Manager Self Service
Applicant Tracking System	• Recruiting • Preboarding
Payroll	• Absence Management • Time Entry • Payroll
Benefit	• Benefit • Open Enrollment
Technical	• Data Conversion • Integration • User Roles • Security • Workflow • Application Administration • Testing • Business Intelligence
Change Management	• End-user Experience • Communication • Training

LCPS expects the Steering Committee, Project Manager, project oversight, and other key stakeholders to play an active and integral role in implementing the future system.

2.12 HYPER CARE / POST-PRODUCTION SUPPORT

During the Hypercare periods outlined below, the Offeror will maintain dedicated support teams to monitor the system closely, provide rapid responses to any issues, and offer personalized assistance tailored to the specific needs of LCPS. The Offeror will utilize modern tools to track, monitor, and manage defects or issues, providing periodic status updates to ensure transparency and timely resolution.

- Phase 1: As identified in section 2.3 Project Timeline, the Offeror will retain a core team for seven (7) consecutive months.
- Phase 2: As identified in section 2.3 Project Timeline, the Offeror will retain a core team for three (3) consecutive months.

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3. DETAILED SUBMITTAL REQUIREMENTS

It is the sole responsibility of the Offerors to ensure that Proposals are accurate and free of errors, include only the items requested by this RFP, and are received before the submission deadline. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposed products and services to satisfy the requirements of the RFP. Marketing or promotional verbiage will likely overshadow the Offerors' qualifications and expertise. LCPS urges the Offeror to be specific and brief in their responses. Attention should be given to accuracy, completeness, relevance, and clarity of content. Failure to follow the instructions in this section may result in an inability for the Evaluation Team to properly review and score a proposal.

Offerors must organize and present their proposal materials in the same order as presented in the Submittal Checklist and include page numbers. Proposals must be submitted in three separate packages containing information consistent with the LCPS' evaluation process. The submission packages are:

i. Submission Package I – Primary Submission

ii. Submission Package II – Price Proposal

3.1. SUBMISSION PACKAGE I – PRIMARY SUBMISSION

3.1.1. Introduction

The introductory material should include a title page with the RFP name, name of the proposer, address, contact information, date, and a table of contents.

3.1.2. Executive Summary

The Executive Summary should be limited to a brief narrative summarizing the proposal, including why the Offeror is best suited to complete the project for LCPS while helping it achieve its project goals.

3.1.3. Offeror Team

This section shall also identify and provide a concise summary of the Offeror, including all firms providing software or professional services as part of this proposal. The response should highlight the Offeror's experience delivering similar projects, including the relevant attachments.

3.1.4. RFP Submittal Checklist

Complete **Attachment 1 – Submittal Checklist**.

Complete the Submittal Checklist to ensure all components of the RFP have been submitted for review.

3.1.5. Signature Page

Complete **Attachment 2 – Signature Page**.

3.1.6. Offeror Certification

Complete **Attachment 3 – Offeror Data Sheet**.

3.1.7. Offeror Statement

Complete **Attachment 4 – Offeror Statement**.

Complete and sign to acknowledge receipt of addendums.

3.1.8. Professional Services Background

Complete **Attachment 5 – Professional Services Background**.

Complete one form for each firm included in the proposal.

3.1.9. Reference Form

Complete **Attachment 6 – Reference Form**.

3.1.10. Software Background

Complete **Attachment 7 – Software Background**.

Complete one form for each firm or major software product included in the proposal.

3.1.11. Detailed Software Products

Complete **Attachment 8 – Detail Software Products**.

Include all software licenses proposed on the form.

3.1.12 Functional and Technical Requirements Responses

Complete **Attachment 9 – Functional and Technical Requirements**.

The Functional Requirements describe the software and implementation scope of the overall project and the requirements for each functional area. Responses to the Functional Requirements shall identify the scope of the configured system that will be accepted by LCPS as part of the project.

The Functional Requirements are a material component of the proposal evaluation that allows LCPS to determine if an Offeror can adequately support LCPS in meeting its project goals identified in **Section 2 - SCOPE OF PROJECT**. Offerors should accurately reflect the ability of the proposed solution to meet a specific requirement. The inability to provide some requirements or excluding some requirements from scope may affect scoring but will NOT eliminate the proposer from contention. However, failure to accurately portray a software's capability may result in disqualification. If Offerors are unsure or unclear on the description of a specific requirement, Offerors can send a question or request for clarification by the date published in **Section 1.11 - Procurement Schedule** of this RFP. The requirements responses submitted will become part of the agreement. Offerors are expected to warrant the delivery and configuration / implementation of all positive responses.

(See Separate Excel Spreadsheet)

The table below defines the available responses for the requirements.

Available Responses	Definition
Y	Requirement met and proposed (Standard features in the generally available product)
Y-ND	Requirement met and proposed (Features that are not offered as a generally available product or require configurable development)
N	Requirement not met with proposal

For all Y or Y-ND responses,

The Offeror shall indicate which module or product that is required to meet the requirement; and

The requirement shall be considered in scope included in the cost proposal.

3.1.13 Implementation Team Roles

Offerors shall describe their proposed project team roles and responsibilities for each resource (this does not need to include individual names but shall include specific roles on the project team and a description of responsibilities), including the approximate dedication of each resource and approximate time spent on-site.

Offerors shall also complete **Attachment 13 – Level of Effort**.

(See Separate Excel Spreadsheet)

Follow the instructions on the first tab of the attachment to complete the Offeror Staffing and LCPS Staffing tabs. For each row, please indicate the Phase, Resource Type, Role, and number of hours per week the resource is expected to be utilized during each month.

3.1.14 Implementation Approach

Offerors shall describe their implementation approach and methodology taking into account the implementation scope described in **Section 2** - **SCOPE OF PROJECT** including any phases the Offeror proposes. This can include but is not limited to:

I. Project timeline;

II. Project milestones and associated Implementation tasks and activities;

III. Project deliverables;

IV. Change Management;

V. Quality assurance measures; and

VI. Knowledge transfer and training.

3.1.14.1. Specific Implementation Example

Offerors shall also provide, by way of example of Implementation Approach, a description of how Project Accounting would be implemented for LCPS.

3.1.15. Project Management Expectations

Complete **Attachment 14 – Project Management Expectations**.

3.1.16. Deliverable Expectations

Complete **Attachment 15 – Deliverables Expectations**.

3.1.17. Data Conversions

Offerors should provide their approach to data conversions, including completing responses to the conversion requirements **Attachment 10 – Data Conversions**.

See Separate Excel Spreadsheet)

The table below defines the available responses for the requirements. If the Offeror proposes additional items to be converted, please add them to the attachment.

Column	Available Responses	Description
Agree	Y / N	Offeror identifies if it can meet the conversion requirement requested by LCPS. Any affirmative response shall be included in the Offeror's price proposal.
Estimated Consulting Hours	Number of Hours	Include the number of estimated consulting work hours to complete the conversion.
Comments	Text	Include any comments or assumptions relevant to the answers above.

3.1.18. Interfaces

a. LCPS has provided anticipated interfaces in **Attachment 11 – Interfaces**. Offerors should generally describe their approach to interface development. The interface plan proposed by the Offeror shall be included in the price proposal. LCPS acknowledges that additional interfaces not included in the attachment may require a change order and an additional fee.
b. Offerors must provide a detailed description of how changes to system interfaces can be performed after the go-live, including the specific technologies and skills required. Offerors must outline the processes and tools used for interface modifications and specify any necessary programming languages, middleware, or integration platforms. Additionally, LCPS is interested in the feasibility of utilizing third-party products to transmit data to 3rd party systems or services to manage these changes. This option should aim to minimize the need for retaining specialized technology skills in-house while ensuring seamless interface updates and maintenance.

c. (See Separate Excel Spreadsheet)
d. Offerors should indicate their plan for the interfaces using the response key below. If additional interfaces are proposed, please add them, and indicate how they will be implemented using the same key. The table below defines the available responses for the requirements.

Item	Response	Response Description
Interface Plan	Permanent, Temporary, Go-Away, Not Accommodate	Permanent – permanent interface, even after the complete ERP solution is installed. Temporary – interface that is only required during implementation. Go-Away – interface that is no longer required as a result of the new ERP solution. Not Accommodate – Offeror will not accommodate this interface.
Experience	Y / N	Offeror should indicate if it has experience developing interfaces with the third-party solution or provider.
Type of Solution	C / P	C - Configurable Solution P - Customized developed program
Type of Support	S TPS NS	S - Requirement and Feature Supported by Software Developer TPS - Requirement and Feature Supported by Third Party NS - Requirement and Feature Not Supported
Comments	Text	Include any comments or assumptions relevant to the answers above.

3.1.19 Reporting

a. Reporting is a key component of LCPS' management, and LCPS will rate favorably systems that have an intuitive, no-code, or low-code report design. Offerors shall provide a narrative on their experience with seeded reports and report functionality in the proposed solution, in report development on similar projects, as well as the Offeror's approach to facilitating report development for clients.
b. LCPS has identified critical reports that are important to the organization. Using **Attachment 12 - Reporting**, Offerors shall identify if the reports identified by LCPS are in scope, as well as provide detail on additional "standard" reports available from the software. Offerors should also include the complexity of developing the report using the guide in the table below.
c. Offerors shall provide a narrative of their experience dealing with an organization with reporting needs similar to LCPS. The Offeror must leverage reports functionality available within the software package. See **Attachment 12 - Reporting** for LCPS' reporting needs. LCPS anticipates many of the identified reports to be standard seeded reports in the proposed system (included for free in fixed fee pricing) and expects the identified reports to be included in the implementation. Reports that require extensive customization shall also be considered in the scope of the implementation. Reports that require extensive customization shall be evaluated for scope change requests (including the use of hours to address those reports).

d. (See Separate Excel Spreadsheet)
e. Offerors shall identify if the reports identified by LCPS are in scope, as well as provide detail on additional "standard" reports available from the software. Offerors should also include the complexity of developing the report using the guide in the table below.

Item	Response	Response Description
Name / Description of Report	Text	Provide a brief name and description of the report if adding additional rows.
Standard Report	Y / N	Indicate if the report is standard to the solution (i.e., not requiring configuration or development).
Built Using System Reporting Tools	Y / N	Indicate if the report described can be built using standard reporting tools of the system.
Consulting Work Effort	High Medium Low	Report development / configuration (incl. testing): High – exceeds 80 hours of work effort Medium – between 10 and 80 hours of work effort Low – is less than 10 hours of work effort
Client Work Effort		
In Scope	Y / N	Indicate if the report development is in scope and included in the price proposal
Comments	Text	Include any comments or assumptions relevant to the answers above.

3.1.20. SaaS Solution Information

Complete **Attachment 16 – SaaS Solution Information**.

3.1.21. Proposed Service Level Agreement

Complete **Attachment 17 – Propose Service Level Agreement**.

3.1.22. Key Contract Terms

Complete **Attachment 18 – Key Contract Terms**.

3.2. SUBMISSION PACKET II – PRICE PROPOSAL

Offerors shall submit price proposals using the format provided in **Attachment 19 – Price Proposal** to reflect the total price of software, services, and any other associated fees to ensure proper evaluation and price comparison. Proposals submitted in response to this RFP shall be competitive and offer pricing that is equal to or less than prices offered on other contracts offered with similar products, terms, and conditions. All costs and prices shall be quoted in U.S. dollars.

Offerors shall include any assumptions made about the price proposal and provide clarity on what actions would cause an executed contract to be delivered at a price higher than that in the Price Proposal. **The Offeror is expected to keep these prices valid through the negotiation process of the RFP.**

3.2.1 ERP Software

a. The Offeror must identify all costs that will be charged to LCPS as outlined in the Pricing Proposal. All licensing, whether core or add-on components, must be listed. Charges for additional environments (Test, Development, Training etc.) must be listed. This includes identification of any one-time costs whether related to the hosting environment (Cloud) or the software itself. Any additional fees tied to migration, transaction or data volumes must also be identified with the relevant volumes and charges. Also, highlight if there are any limits associated with the licensing pricing proposal such as data storage, integration message limits, etc.. If no limitations are listed, LCPS will consider that pricing is based on full enterprise-wide access for the organization.
b. Offerors shall provide each product's annual software subscription prices. Offeror shall not charge LCPS for the subscription costs until the software, or any portion thereof, is implemented. Offerors shall provide annual pricing for three consecutive years after the software goes live." We should not be charged for solution that we can't fully use. Offerors shall provide annual pricing for three consecutive years after going live with the software. Offerors shall also include any requirements that will result in additional costs to be incurred by LCPS that is not included in the subscription costs will need to be identified (e.g., additional hardware, software requirements) including direct or indirect costs as a result of the Offeror's solution.
c. If the Offeror is a reseller, LCPS will consider purchasing subscriptions through the Offeror; however, LCPS reserves the right to purchase subscriptions directly from the software providers.

3.2.2 Implementation Services

a. All pricing for implementation services must be submitted as a fixed fee by milestone. Costs listed as "to-be-determined" or "estimated" will not be evaluated.
b. Offerors shall identify major milestones as part of the project and the associated costs to be invoiced upon completion of each milestone. LCPS will compensate the Offeror for a fixed amount for the completion of major milestones. Please provide a schedule of all payments necessary to complete the proposed scope. Additional details may be provided to further explain deliverable or task costs.
c. Offerors must submit implementation costs as fully loaded rates that include all necessary travel or other expenses. Approved travel expenses will be paid at the current GSA rates for Loudoun County, Virginia. By submitting a proposal, all Offerors acknowledge that all pricing (including travel) must be a fixed fee or included in the implementation milestones.

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4. ATTACHMENTS

ALL attachments are provided as separate documents in the LCPS Electronic Bidding System.

<u>NOTE:</u> Microsoft Excel attachments must be submitted as Excel files

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