



Purchasing Department
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March 5, 2026

**REQUEST FOR PROPOSAL
RFP 3191**

Notice is hereby given of the intention of the School Board for the City of Roanoke, Virginia, to contract for:

STUDENT INFORMATION SYSTEM (“SIS”) IMPLEMENTATION AND MAINTENANCE

Proposal Submission Requirements

Proposals must be received by the Due Date and Time at bids.purchasing@rcps.info.

Due Date and Time: March 26, 2026; 3:00 P.M. (EST)

Announcement of Award: Upon the award or the announcement of the decision to award a contract as a result of this Request for Proposal (“RFP”), the Director of Purchasing will publicly post such notice on the Roanoke City Public School’s website (<https://www.rcps.info/departments/fiscal-services/purchasing>) (**Click on “Current Opportunities”**) for a minimum 10-day period.

ROANOKE CITY SCHOOL BOARD
Eric Thornton
Purchasing Director

Electronic Invitation to Bid/RFP Retrieval Instructions: **Full copies of Requests for Proposals, Bids, and Addenda must be retrieved over the Internet at the following address:**
<https://www.rcps.info/departments/fiscal-services/purchasing>.

Click on “Current Opportunities”

This Public Body does not discriminate against Faith-Based Organizations

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STUDENT INFORMATION SYSTEM ("SIS") IMPLEMENTATION AND MAINTENANCE

I. PURPOSE

The purpose of this Request for Proposal ("RFP") is to solicit sealed proposals through competitive negotiation and enter into a contract for the purchase of a comprehensive, web-based Student Information System ("SIS") for the School Board of the City of Roanoke, more commonly known as Roanoke City Public Schools. Roanoke City Public Schools ("RCPS", "Owner", or "Division") intends to retain a qualified firm ("Contractor", "Offeror") to provide these services for the Division. The selected system must be fully operational and ready for use for the **2026-2027 School Year**.

RCPS will select the Contractor who, in the aggregate, best meets the Division's needs.

This document establishes the anticipated services to be performed and outlines the evaluation and selection process. However, this document does not guarantee a contract.

II. BACKGROUND

Roanoke City Public Schools ("RCPS") is a progressive urban school Division serving the City of Roanoke, Virginia. The Division is comprised of seventeen elementary schools, five middle schools, two high schools, the Roanoke Valley Governor's School for Science and Technology, the Noel C. Taylor Learning Academy, Forest Park Academy (which serves overage and under-credited middle school and high school students), adult education programs, career and technical education programs, preschool programs for low-income families, and after-school programs to assist students needing additional instruction.

RCPS has approximately 13,700 students and approximately 2,200 employees.

III. SCOPE OF SERVICES AND FUNCTIONAL REQUIREMENTS

Offerors must provide a detailed response to each requirement below, indicating if the feature/function is "Native/Included," "Third-Party Integration," or "Not Available" (**Attachment A**).

A. Core Functional Modules

1. **Teacher & Student Portals:** The system must provide a robust gradebook and portal interface for teachers and students (comparable in functionality and user experience to "TeacherVUE/StudentVUE/ParentVUE" or functional equivalent).
2. **Mobile Accessibility:** Dedicated iOS and Android mobile applications for Parents, Students, Teachers, and Administrators with push notification capabilities.
3. **Real-Time Grading:** Instant synchronization between teacher gradebooks and student/parent portals.

4. **Attendance & Discipline:** Comprehensive attendance tracking, including Kiosk late check-in functionality for front offices.
5. **Mass Scheduling:** Automated and manual master scheduling tools capable of handling complex district logic.
6. **Online Registration:** A paperless, secure, and mobile-friendly online registration and enrollment system for new and returning students.
7. **Training:** Offeror must provide a "Distance/Training portal" providing on-demand video tutorials, manuals, and certification paths for staff.

B. Operations & Safety Integration

1. **Hall Pass Integration:** Digital hall pass management or seamless integration with leading electronic hall pass systems.
2. **Visitor Management:** Integrated Visitor Check-in module or verified compatibility with standard visitor management hardware/software.
3. **Incident Response:** Vendor must guarantee a 24-hour response time to critical incidents (system outages, security breaches, or data corruption).
4. **Badges:** Use of student badges with attendance, events, hall pass, and other applicable systems.

C. Data Management & Reporting

1. **Database Architecture:** The system must utilize a standard SQL Database structure, allowing for direct data access when necessary.
2. **Data Ownership & Exit:** The Division retains all rights, title, and interest in Division data. Offeror shall provide complete, machine-readable exports at no additional cost upon request and at contract termination. Offeror shall provide reasonable cooperation to transition services, subject to agreed project hours.
3. **Custom Reporting:** Built-in "Create your own query" functionality allowing non-technical staff to generate ad-hoc reports.
4. **Custom Fields:** Ability for the district to create and manage custom data fields without vendor intervention.
5. **State & Federal Reporting:**
 - A. Full compliance with Virginia Department of Education ("VDOE") reporting standards.
 - B. Vendor must affirmatively agree to monitor and update the system based on frequent VDOE regulatory changes at no additional cost.

IV. TECHNICAL AND INTEROPERABILITY REQUIREMENTS

A. Integrations

The solution must support real-time data transfer and single sign-on ("SSO") via:

1. **Ed-Fi Alliance:** Certified Ed-Fi integration for real-time data transfer with VDOE.
2. **ClassLink:** Full rostering and SSO integration.
3. **Canvas LMS:** Deep integration including grade pass-back and roster synchronization.

4. **Azure AD:** SSO for user sign-on.
5. **All other 3rd party vendors used by the Division,** or document why this is not possible.

B. Accessibility, Hosting, Privacy, & Security

1. Hosting:

- a. Fully managed cloud hosting (“SaaS”) with redundancy and high availability (99.9% uptime SLA).
- b. Testing and training environments.

2. Security Record:

- a. Offeror must demonstrate a security and breach-free track record. Proposals must include recent SOC 2 Type II reports or equivalent security audits, as well as annual penetration test summaries under NDA.
- b. Offeror shall attest to FERPA compliance; encrypt data in transit (TLS 1.2+) and at rest (AES-256 or equivalent); implement role-based access controls and MFA for admin roles.
- c. Offeror must notify the Division within 72 hours of any security incident affecting Division data, with root-cause analysis and a corrective action plan within 10 business days.

3. Data Migration: Offeror shall migrate historical data plus full transcript history for Demographics, Attendance, Grades, Discipline, Scheduling, and Programs. Proposal must include mapping, test migration, validation criteria, and two remediation cycles prior to go-live.

4. Privacy: Offeror must agree to the RCPS Data Privacy Addendum (“DPA”) (**Attachment B**).

5. Accessibility: Offeror must agree to the RCPS Web Accessibility Compliance Addendum (**Attachment C**).

V. IMPLEMENTATION, TRAINING, AND SUPPORT

- A. **Timeline:** System MUST be fully implemented, tested, and live for the 2026-2027 School Year.
- B. **Training:** Vendor must provide detailed training for RCPS SIS staff for all setups and modules.

Responding vendors should include all proposed services for this project in their responses. The final scope of services will be determined during contract negotiation and within the contract.

VI. CONTRACT PERIOD

The contract period will be from the execution of the contract until June 30, 2031. RCPS may order Contractor to immediately stop work on this Contract or terminate this Contract with ninety (90) days' written notice, with or without cause, in whole or in part, at any time.

VII. CALENDAR OF EVENTS

	Date	
Release RFP	March 5, 2026	
Receive Written Inquiries (no later than)	March 13, 2026*	5:00 P.M.
Answer Written Inquiries (no later than)	March 20, 2026	5:00 P.M.
Receive Proposals	March 26, 2026	3:00 P.M.

*Written inquiries should be sent to bids.purchasing@rcps.info.

VIII. PROPOSAL SUBMITTAL REQUIREMENTS AND PREPARATION

In order to be considered for selection, Offerors must electronically submit a complete response to this RFP. Specifically, Offerors must provide one (1) original and one (1) redacted copy that omits any proprietary or confidential information that the Offeror requests to be withheld from public view.

Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in RCPS requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirements as it appears in the RFP. If a response covers more than one page, the proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.

Responses must be delivered not later than 3:00 P.M. on March 26, 2026, to:
bids.purchasing@rcps.info.

Interested firms should submit a proposal that responds to the items listed below. **Proposals should be concise and address each item in the order outlined below.**

A typed response describing:

1. Offeror's organization data, including company history, experience with Virginia school divisions, and statement of security track record.
2. A line-by-line response to every requirement listed in Sections III and IV of this RFP.
3. Detailed project schedule ("Gantt chart") showing milestones to meet the 2026-2027 go-live deadline and data migration strategy.
4. Itemized pricing including one-time implementation fees, annual licensing/subscription fees, hosting costs, and training costs. Annual increases during the initial term should be capped at the lesser of 3% or CPI-U.
5. Minimum of three (3) public school division references of similar size to RCPS, preferably within Virginia.
6. Any other information that is believed to be relevant in evaluating the proposal.
7. Indicate the firm's qualifications as a locally owned business enterprise ("LBE"), minority business enterprise ("MBE"), and/or women business enterprise ("WBE") as defined in this RFP.

IX. EVALUATION AND AWARD OF CONTRACT

- A. Evaluation Criteria:** Proposals shall be evaluated using the following criteria.

Criteria:

1. **Functional Fit & Requirements Compliance**
 - a. **Core SIS Features** (gradebook, portals, mobile apps, attendance, discipline, scheduling, registration) – **10 points**.
 - b. **Data & Reporting** (ad-hoc reporting, custom fields, transcript history, SQL access) – **6 points**.
 - c. **Interoperability** (Ed-Fi, ClassLink, Canvas, Azure AD compliance) – **7 points**.
 - d. **Security & Hosting** (SOC 2, MFA, encryption, RBAC, hosting SLA) – **7 points**.
 - e. **Virginia Reporting** (VDOE compliance updates) – **5 points**.
2. **Past Performance & Experience**
 - a. **References and Virginia Experience** (quality of references and experience working with VA divisions and VDOE reporting) – **13 points**.
 - b. **Company Stability** (financial and organizational stability) – **3 points**.
 - c. **Security Track Record** (documented breach history and maturity) – **3 points**.
3. **Cost (Total Cost of Ownership)**

- a. **Five-Year Total Cost of Ownership** (implementation, licensing, hosting, training, support) – **15 points.**
- b. **Cost Transparency** (clarity and completeness of pricing details) – **5 points.**
- c. **Cost Reasonableness** (comparison to industry norms) - **5 points.**

- 4. **Implementation & Training Plan**
 - a. **Project Schedule** (feasibility of meeting 2026-27 go-live date) – **5 points.**
 - b. **Data Migration** (mapping, test cycles, transcript/historical data migration) – **4 points.**
 - c. **Training Plan** (training quantity and quality for all roles) - **3 points.**
 - d. **Support Model** (post-go-live support and SLAs) - **3 points.**

- 5. **Certified locally owned business enterprise (LBE) – 2 points.**
- 6. **Certified minority business enterprise (MBE) – 2 points.**
- 7. **Certified women business enterprise (WBE) – 2 points.**

Total Points

100

B. Award:

Selection shall be made of one or more Offeror(s) deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall be conducted with the Offeror(s) selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each Offeror(s) so selected, RCPS shall select the Offeror(s) which, in its opinion, has made the best proposal, and shall award the contract to that Offeror(s). RCPS may cancel this Request for Proposal or reject proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Section 2.2-4319 and Section 2.2-4359, Code of Virginia).

Oral Presentations: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to RCPS. This provides an opportunity for the Offeror to clarify or elaborate on the proposal.

The oral presentation is a fact finding and explanation session only and does not include negotiations. RCPS will schedule the time and location of these presentations. Oral presentations are an option of RCPS and may, or may not be conducted.

C. Definitions: LBE, MBE, WBE.

“Local owner” – an individual who has an ownership interest in a business enterprise and whose primary residence is within the Roanoke Metropolitan Area. For the purposes of this policy, the Roanoke Metropolitan Area shall include all cities, counties, and towns within the Commonwealth of Virginia that are within a 50-mile radius of the City of Roanoke.

“Locally-owned business enterprise (LBE)” – a business that (i) is privately held, (ii) has Local Owners that own at least fifty-one percent of the business, (iii) has Local Owners that control the management and daily operations of the business, (iv) is registered in Virginia with no corporate headquarters outside of the Commonwealth, and (v) has completed the certification steps set forth below.

In order to be placed on the Purchasing Division’s list as a LBE, a business must provide the Purchasing Director with (i) a copy of its local business license, (ii) a copy of the businesses articles of incorporation or partnership agreement, and (iii) a completed sworn certification form (found in the “Additional Forms” section of this RFP).

“Minority business enterprise (MBE)” – a business that has been certified by the Virginia Department of Small Business and Supplier Diversity (www.sbsd.virginia.gov) as a business that is both owned and controlled by minorities.

“Women business enterprise (WBE)” – a business that has been certified by the Virginia Department of Small Business and Supplier Diversity (www.sbsd.virginia.gov) as a business that is both owned and controlled by women.

X. COOPERATIVE PROCUREMENT

The procurement of goods and/or services provided for in this Bid is being conducted pursuant to Virginia Code Section 2.2-4304. Therefore, the Offeror or Bidder is advised, and by submitting a response to this procurement, such Offeror or Bidder agrees that any resulting contract from this procurement may be extended to other public bodies in the State of Virginia. The successful Offeror or Bidder shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to any contract that may result from this procurement and in accordance with Virginia Code Section 2.2-4304. The Roanoke City School Board shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the successful Offeror or Bidder or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

XI. GENERAL TERMS AND CONDITIONS

1. **Taxes:** State sales and use tax certificate of exemption, Form ST-12 will be issued upon request, if you do not have same on file. Deliveries against this proposal shall be free of excise or transportation taxes.
2. **Mandatory use of RCPS Forms and Terms and Conditions:** Failure to submit a proposal on the official forms provided for that purpose shall be a cause for rejection of the proposal. Return of the completed document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the proposal; however, RCPS reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal as non-responsive.

Supplementary data and information which respond to inquiries, demonstrate qualifications and expertise, etc., may be attached to the proposal forms.

3. **Precedence of Terms:** Except for Paragraphs 1 and 2 of the General Terms and Conditions for Professional Services, which shall apply in all instances, in the event there is a conflict between the General Terms and Conditions for Professional Services and any Special Terms and Conditions used in a particular procurement, the Special Terms and Conditions shall apply.
4. **Default:** In case of failure to deliver the reports, documents or services in accordance with the contract terms and conditions, RCPS, after due oral and written notice, may procure from other sources and hold Vendor responsible for any resulting additional procurement and administrative. This remedy shall be in addition to any other remedies which RCPS may have incurred.
5. **Assignment of Contract:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of RCPS.
6. **Antitrust:** By entering into a contract, the Offeror conveys, sells, assigns, and transfers to RCPS all rights, title, and interest in and to all causes of the action it may now 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 RCPS under said contract.
7. **Ethics in Public Contracting:** By submitting the proposal, all Offerors certify and warrant that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred with any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
8. **Anti-Discrimination:** By submitting their proposal, all Offerors certify to RCPS that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 11-51 of the Virginia Public Procurement Act which provides:
 - a. In every contract over \$10,000, the provisions 1 and 2 below apply:
 - i. During the performance of this contract, the contractor agrees as follows:
 1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 2. The contractor will include the provisions of paragraphs 1, above, in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or Contractor.
9. **Debarment Status:** By submitting a proposal, all Offerors certify that they are not currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia.

10. **Applicable Law and Courts:** Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with applicable federal, state and local laws and regulations.
11. **Asbestos:** Comply with applicable Federal, State and Local regulations
- Asbestos Hazard Emergency Response Act (AHERA) regulations contained in 40 CFR 763.
 - Title 29, Code of Federal Regulations, Section 1910.134, 1910.1001, 1910.1200, 1926.58, and 1926.1101 of the Occupational Safety and Health Administration (OSHA), US. Department of Labor.
 - Title 40, Code of Federal Regulations, EPA workplace guidelines include those pertinent sections of part I and II, EPA Guideline document 560/5-S5-024, "Guidance for Controlling Asbestos Containing Materials in Buildings".
 - All State, County, and City codes and ordinances as applicable.
12. **Lead:** Comply with applicable Federal, State and Local regulations
- Title 29, Code of Federal Regulations (CFR), Occupational Safety and Health Administration (OSHA), U.S. Department of Labor:
 - 1910 General Industry Standards
 - 1910.1025 Lead Standard for General Industry
 - 1910.134 Respiratory Protection
 - 1910.1200 Hazard Communication
 - 1910.245 Specifications for Accident Prevention (Sign and Tags)
 - 1926.62 Lead Exposure in Construction
 - Title 40, CFR Part 50, Appendix G, National Ambient Air Quality for Lead.
 - ASTM-American Society for Testing Materials
 - ANSI Z288.2.8 Practices for Respiratory Protection
 - ANSI Z9.2 1979 Fundamentals Governing the Design and Operation of Local Exhaust systems
 - United States Housing and Urban Development (HUD) Guidelines for the Evaluation and Control of Lead-Based Paint in Housing, revised, October, 1997
 - Code of Virginia, Lead-Based Paint Activities VAC 15-30-650
 - Virginia Department of Environmental Quality, Hazardous Waste Management Regulations 9VAC 20-60-10 thru 1480
 - USEPA 40 CFR Part 260 Hazardous waste management system
 - USEPA 40 CFR Part 261 Identification and listing of hazardous waste
 - USEPA 40 CFR Part 262 Standards applicable to generators of hazardous waste
 - USEPA 40 CFR Part 263 Standards applicable to transporters of hazardous waste
 - USEPA 40 CFR Part 264 Standards for owners and operators of hazardous waste treatment, storage and disposal facilities
 - USEPA 40 CFR Part 265 Interim status standards for owners and operators of hazardous waste treatment, storage and disposal facilities
 - USEPA 40 CFR part 266 Standards for the management of specific hazardous wastes and specific types of hazardous waste management facilities
 - USEPA 40 CFR Part 267 Interim standards for owners and operators of new hazardous waste land disposal facilities
 - USEPA 40 CFR Part 268 Land disposal restrictions
 - USEPA 40 CFR Part 269 EPA administered permit programs: The Hazardous Waste Permit Program

- s. USEPA 40 CFR Part 270 Requirements for authorization of State hazardous waste programs
 - t. USEPA 40 CFR Part 270 Approved State hazardous waste management programs.
13. **Qualifications of Offerors:** RCPS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work and the Offeror shall furnish to RCPS all such information and data for this purpose as may be requested. RCPS reserves the right to inspect Offeror's physical plant prior to award to satisfy questions regarding the Offeror's capabilities. RCPS further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy RCPS that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
 14. **Anti-Collusion Certification:** By signing the proposal, the Offeror certifies that the proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The Offeror understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. The Offeror agrees to abide by all conditions of the proposal and certifies that the individual signing the proposal is authorized to do so.
 15. **Payment Terms:** Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days.
 16. **Immigration Reform & Control Act of 1986:** By submitting a proposal, Offerors certify that they do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
 17. **Relationship of Offeror to Owner:** After the Contract for services has been fully executed, the Offeror shall be the professional advisor and consultant to the Owner for technical matters related to the project and shall be responsible directly to and only to the Owner. The Owner shall communicate all approvals, rejections, change requirements and other similar information to the Offeror.
 18. **Code and Regulatory Compliance:** Review, comments and approvals by Owner or the staff of RCPS, in no way absolve any other person, firm or corporation involved in a project from their full responsibilities under the applicable laws, codes, and professional practice as required in projects for Roanoke City Public Schools.
 19. **Contract Incorporation:** These terms and conditions are made a part of any resulting contract.

XII. SPECIAL TERMS AND CONDITIONS

1. Insurance:

Prior to the start of any work under the contract, the Contractor shall provide to RCPS Certificate of Insurance Forms approved by RCPS and maintain such insurance until the completion of all project orders issued under the contract. The minimum limits of liability shall be:

A. Workers' Compensation. Workers' Compensation insurance covering Contractor's statutory obligation under the laws of the Commonwealth of Virginia and Employer's Liability insurance shall be maintained for all its employees engaged in work under this Agreement.

B. Automobile Liability. The minimum limit of liability for automobile liability insurance shall be \$1,000,000 combined single limit applicable to owned or non-owned vehicles

C. Commercial General Liability Broad Form insurance shall insure against all claims, loss, cost, damage, expense, or Contractor's performance under this contract. The minimum limits of liability for this coverage shall be \$2,000,000 combined single limit for any one occurrence.

2. **Audit:** The Offeror agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by RCPS. RCPS shall have full access to and the right to examine any of said materials during said period.
3. **Termination of Contract:** RCPS reserve the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver any outstanding orders issued prior to the effective date of cancellation.
4. **Modification of Contract:** RCPS may, upon mutual agreement with the Offeror, issue written modifications to the statement of needs as a part of this contract, except that no modifications can be made which will result in an increase of the original project order contract price by \$50,000 or a cumulative amount of more than 25%, whichever is greater, without the advance written approval of the Deputy Superintendent or his designee. In making any modification, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods as selected by RCPS in accordance with the requirements of the Public Procurement Act.
5. **Ownership of Materials:** Ownership of all data, materials, and documentation originated and prepared for the Roanoke City School Board pursuant to the proposal shall belong exclusively to the Roanoke City School Board and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the Offeror shall not be *subject* to public disclosure under the *Freedom of Information Act*, unless otherwise required by law or a court; however, the Offeror must invoke the protection of Section 2.2-4332(F) of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must *SPECIFICALLY* identity the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. *The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the proposal.*
6. **Subcontracts:** No portion of work shall be subcontracted without prior written consent of RCPS. In the event the Contractor desires to subcontract some or part of the work specified herein, the Contractor shall furnish RCPS the names, qualifications, and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work done by the subcontractor(s) and shall assure compliance with all contract requirements.
7. **Indemnification:** The contractor agrees to be responsible for, indemnify, defend, and hold harmless RCPS, its officers, agents, and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Workers' Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend, and hold harmless RCPS, its officers, agents and

employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contractor.

8. **Proposal Acceptance Period:** Any proposal resulting from this solicitation shall be valid for 90 days. At the end of the 90 days, the proposal may be withdrawn at the "*written*" request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled. Withdrawal of proposals due to error shall be in accordance with Section II-54 (ii), Code of Virginia.
9. **Late proposals:** To be considered for award, proposals must be received by Roanoke City Public Schools, Attention: Eric Thornton, 40 Douglass Ave NW, Roanoke, VA 24012, by the designated opening date and hour. The official time used in the receipt of proposals is that time on the clock located in RCPS Purchasing Department. Proposals received after the designated opening date and hour are automatically disqualified and will not be considered. Roanoke City Public Schools is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or another means of delivery. It is the sole responsibility of the Offeror to insure that its proposal reaches Roanoke City Public Schools Purchasing Department by the designated date and hour.
10. **Gifts by Offeror, Contractor, or Subcontractor:** No Offeror, contractor or subcontractor shall confer on any public employee having official responsibility for a 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 is exchanged.
11. **Qualification of Offerors:** Roanoke City Public Schools may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work and the Offeror shall furnish to Roanoke City Public Schools all such information and data for this purpose as may be requested. Roanoke City Public Schools reserves the right to inspect Offeror's physical plant prior to award to satisfy questions regarding the Offeror's capabilities. Roanoke City Public Schools further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy Roanoke City Public Schools that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
12. **Availability of Funds:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement.
13. **Contract Documents:** The contract entered into by the parties shall consist of the Request for Proposal, the signed proposal submitted by the Contractor, Roanoke City Public Schools Standard Contract, the General and Special Terms and Conditions, the Statement of Need including all modifications thereof, all of which shall be referred to collectively as the Contract Documents.
14. **Rejection of Proposals:** The Superintendent or designee, on behalf of the School Board, reserves the right to reject any and all proposals
15. **Procedure for Protest:** Any vendor submitting a proposal may protest the award or decision to award a contract by submitting a written protest to the Superintendent of the ROANOKE CITY SCHOOL BOARD no later than ten (10) days after the award or the announcement of the decision to award whichever occurs first. The written protest shall include the basis for the protest and the relief sought (Section 2.2-4360, Code of Virginia).
16. **Contract Incorporation:** These terms and conditions are made a part of any resulting contract.

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XIII. ADDITIONAL FORMS

STATE CORPORATION COMMISSION FORM

This form must be returned with response to solicitation.

Virginia State Corporation Commission ("SCC") registration information. The undersigned Offeror:

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

_____.

-OR-

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

-OR-

_____ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the 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).

-OR-

_____ is an out-of-state business 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.

****NOTE**** Check the following if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): _____.

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Name of Firm: _____

PROPRIETARY AND CONFIDENTIAL INFORMATION FORM

This form must be returned with response to solicitation.

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

Name of Offeror (Firm): _____ invokes the protections of § 2.2-4342F of the *Code of Virginia* for the following portions of my proposal submitted on _____.
Date

Signature: _____

Title: _____

_____ No portion of this proposal is to be considered confidential and/or proprietary.

_____ The data/material indicated below is to be considered confidential and/or proprietary.

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY

*Attachments may be made to this form for further clarification, but this form shall serve as the official request to invoke the protections of § 2.2- 4342F of the Code of Virginia.

ANTI-COLLUSION CERTIFICATION

The Offeror certifies that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Offeror understands collusive bidding is a violation of Federal Law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The Offeror also understands that failure to sign this statement will make the proposal non-responsive and unqualified for award.

Signed: _____

Date: _____

Name of Company: _____

MINORITY & WOMEN-OWNED BUSINESS ENTERPRISE CERTIFICATION

The Proposer should complete the following information:

Is Proposer a qualified minority or women-owned business enterprise (MBE/WBE)?

Yes: _____ No: _____. Regardless of response to this question, Bidder shall complete the following:

Will Bidder be using Subcontractors? Yes: _____ No: _____

In conjunction with the desire of the School Board of the City of Roanoke, VA's policy to utilize Minority and Women-Owned Business Enterprises wherever possible, the Bidder (Proposer) has solicited quotations for labor, material, and/or services from the following MBE/WBE: (Attach additional sheet if necessary.)

1.	<u>Name of Firm</u>	<u>Person(s) Contacted</u>	<u>Type of Labor, Service or Material Quoted</u>	<u>Date</u>
	_____	_____	_____	_____
	_____	_____	_____	_____

2. Of those Listed above, we intend to utilize the following MBE/WBE in completion of the work required by this contract. (Attach additional sheet if necessary.)

<u>Name of Firm</u>	<u>Type of Labor, Service or Material Quoted</u>	<u>Amount of Contract Subcontract</u>
_____	_____	_____
_____	_____	_____

The Bidder will utilize the indicated MBE/WBE firms in this project. If the Proposer determines not to use the indicated MBE/WBE, Bidder must notify the School Board and provide a valid non-discriminatory business reason for not employing the MBE/WBE.

3. If the MBE/WBE's indicated in paragraph 1 will not be utilized, please state the reason for each firm. (Attach additional sheet if necessary.)

<u>Name of Firm</u>	<u>Results of Contact</u>
_____	_____
_____	_____
_____	_____

4. If unable to contact MBE/WBE's, please indicate efforts made: (Attach additional sheet if necessary.)

This firm has made a good faith effort to utilize MBE/WBE's whenever possible.

Offeror: _____
(Firm)

(Address)

(Telephone) (FAX)

(Ink Signature and title) (Date)

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions.	Requestor's name and address (optional)	
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I	Taxpayer Identification Number (TIN)
---------------	---

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II	Certification
----------------	----------------------

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the Instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Reference Form

1. Project Location and Scope: _____

Agency Name: _____

Address: _____

Contact Person: _____ Telephone #: _____

E-mail: _____

2. Project Location and Scope: _____

Agency Name: _____

Address: _____

Contact Person: _____ Telephone #: _____

E-mail: _____

3. Project Location and Scope: _____

Agency Name: _____

Address: _____

Contact Person: _____ Telephone #: _____

E-mail: _____

Company: _____

Signature: _____

Title: _____ **Date:** _____

**ROANOKE CITY PUBLIC SCHOOLS' CERTIFICATION FOR LOCALLY OWNED BUSINESS ENTERPRISE
(FORM DJI-F)**

In an effort to qualify as a locally owned business enterprise under the Roanoke City School Board's Plan for Participation in Procurement Transactions with locally owned businesses, I voluntarily submit that the information set forth below is true and accurate.

Name of Business _____

____ Corporation ____ Partnership
____ Other (Please Describe)

Address of Business _____

Business Phone No. _____ Other Phone No. _____

Name of Owner(s)/Owner's Permanent Address/% of Ownership

The following documents must be attached to or accompany this Certification in order to be considered a locally owned independent business under the Roanoke City School Board's procurement program.

Copy of current business license AND

- a. If a corporation - Copy of the Articles of Incorporation and the minutes from the last annual meeting.
- b. If a partnership - Copy of the Partnership Agreement.

By signature below, I hereby certify that the information set forth in this certification is true and accurate. I further certify that I am an owner of the independent business listed in this certification and that my permanent residence is in the Commonwealth of Virginia within fifty (50) miles of the City of Roanoke. Finally, I certify that the business documents that are attached to and made a part of this certification are true and accurate copies.

Name of Company Officer/Date

Signature of Company Officer

CERTIFICATION OF PROPOSAL

RFP 3191

STUDENT INFORMATION SYSTEM ("SIS") IMPLEMENTATION AND MAINTENANCE

The undersigned certifies a comprehension of the specifications in the foregoing proposal, and that the merchandise or service submitted for this proposal meets or exceeds the specifications as listed herein. The successful Offeror certifies that the Offeror, all principals, and sub recipients, are not suspended or debarred from providing the services described in this contract. Further, Roanoke City Public Schools reserves the right to review the List of Parties Excluded from Federal Procurement or Non-Procurement Programs to determine that the successful Offeror, including all principals and sub recipients, has not been suspended or debarred from providing the services described in this proposal.

FIRM _____

BY _____

(Signature validates proposal)

(Print or type name)

TITLE _____

ADDRESS _____

CITY _____

STATE, ZIP _____

TELEPHONE _____

TOLL-FREE NUMBER _____

FAX NUMBER _____

E-MAIL _____

DATE _____

Attachment A**Function
Checklist**

	<u>Included</u>	<u>Third Part Integration</u>	<u>Not Available</u>	<u>Notes</u>
Teacher/Student Portal				
Mobile Accessibility				
Real-Time Grading				
Attendance & Discipline				
Mass Scheduling				
Online Registration				
Training Portal				
Hall Pass				
Visitor Management				
Incident Response				
SQL Database				
Division data ownership and export				
Custom Reporting				
Custom Fields				
State & Federal Reporting				
Real-time Transfer/SSO				
Hosting				
SOC 2				
FERPA compliance and encryption				
Data migration				

ATTACHMENT B - DATA PRIVACY ADDENDUM

THIS ADDENDUM is to be attached and be part of all purchase orders and contracts for all software, cloud-based applications, email services, document storage or other related internet- based or web based tools including but not limited to Platform as a Service (“PaaS”), Software as a Service (“SaaS”), and Infrastructure as a Service (“IaaS”). Concurrently with this Addendum, Vendor and the Division are entering into the (Agreement Description), for Purchase of an Information Management System, Associated Products and Services hereafter referred to as the “Agreement”. The Agreement is hereby incorporated by reference into this Addendum. For avoidance of doubt and notwithstanding any provision contained in this Addendum, the limitation of liability provision set forth in the Agreement will apply to this Addendum. In the event of a conflict between the Agreement and this Addendum, this Addendum shall govern. Capitalized defined terms not defined herein have the meaning set forth in the Agreement.

I. DEFINITIONS

- a. “Brand Features” means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.
- b. “Division” means Roanoke City Public Schools.
- c. “Division Data” includes all Personally Identifiable Information and other information that is not intentionally made generally available by the Division on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student, employees, and personnel data.
- d. “End User” means the individuals authorized by the Division to access and use the Services provided by the Vendor under this Agreement.
- e. “Personally Identifiable Information” (or PII) includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; “personal information” as defined in § 2.2-3801 and/or any successor laws of the Commonwealth of Virginia; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; “health records” as defined in § 32.1127.1:03B of the Code of Virginia; “directory information” as defined by § 22.1-287.1 of the Code of Virginia; “medical information” as defined by § 32.1127.05A of the Code of Virginia “protected health information” as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; nonpublic personal information as that term is defined in the Gramm- Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver’s license numbers; and state- or federal identification numbers such as passport, visa or state identity card numbers.
- f. “Securely Destroy” means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These

actions must meet or exceed those sections of the National Institute of Standards of Technology (NIST) SP 800-88r1 guidelines relevant to data categorized as high security.

- g. “Security Breach” means a verified event in which Division Data is exposed to unauthorized disclosure, access, alternation, or use.
- h. “Services” has the meaning set forth in the Agreement.
- i. “Vendor” means (Vendor Name).

II. RIGHTS AND LICENSE IN AND TO DIVISION DATA

- a. The parties agree that as between them, all rights including all intellectual property rights in and to Division Data shall remain the exclusive property of the Division, and Vendor has a limited, nonexclusive license as provided in this Agreement solely for the purpose of performing its obligations hereunder. This Agreement does not give Vendor any rights, implied or otherwise, to Division Data, content, or intellectual property, except as expressly stated in the Agreement.

III. DATA PRIVACY

- a. Vendor will use Division Data only for the purpose of fulfilling its duties under this Agreement and will not share such data with or disclose it to any third party without the prior written consent of the Division, except as required by law.
- b. Division Data will not be stored or processed outside the United States without prior written consent from the Division.
- c. Vendor will provide access to Division Data, only to its employees and subcontractors who need to access the data to fulfill Vendor obligations under this Agreement. Vendor will ensure that employees and subcontractors who perform work under this Agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Agreement. If Vendor will have access to “education records” for the Division’s students as defined under the Family Educational Rights and Privacy Act (FERPA), the Vendor acknowledges that for the purpose of this Agreement it will be designated as a “school official” with “legitimate educational interests” in the Division Education records, as those terms have been defined under FERPA and its implementing regulations, and the Vendor agrees to abide by the FERPA limitations and requirements imposed on school officials. Vendor will use the Education records only for the purpose of fulfilling its duties under this Agreement for Division’s and its End User’s benefit and will not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by the Division.
- d. Vendor will not use Division Data for advertising or marketing purposes unless such use is specifically authorized by this agreement or otherwise authorized in writing by the Division.
- e. Vendor agrees to assist Division in maintaining the privacy of Division’s Data as may be required by State and Federal law, including but not limited to the Protection of Pupil Rights Amendment (PPRA), The

Children's Online Privacy Protection Act (COPPA), and the Government Data Collection and Dissemination Practices Act of Virginia.

- f. Division agrees that Vendor may collect and use data derived from Division Data, including data about any End Users' access and use of the Services, that has been anonymized, aggregated, or otherwise de-identified such that the data cannot reasonably identify a particular student, End User, or School. Vendor may use such data to operate, analyze, improve, or market our Services. If Vendor shares or publicly discloses information (e.g., in marketing materials) that is derived from Division Data, that data will be aggregated or anonymized to reasonably avoid identification of a specific School or individual student. Division further agrees that, notwithstanding any provision in the Agreement or the Addendum, Vendor may use, store, transmit, distribute, modify, copy, display, sublicense, and create derivative works of the anonymized, aggregated Division Data even after this Agreement and the Addendum have expired or been terminated.

IV. DATA SECURITY

- a. Vendor will store and process Division Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Vendor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Vendor warrants that all electronic Division Data will be encrypted in transmission using, at minimum, Transport Layer Security (TLS) 1.2 (including via web interface) and stored at no less than 256-bit level encryption.
- b. Vendor will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under this Agreement.

V. EMPLOYEE AND SUBCONTRACTOR QUALIFICATIONS

- c. Vendor shall ensure that its employees and subcontractors who have potential access to Division Data have undergone appropriate background screening and possess all needed qualifications to comply with the terms of this agreement including but not limited to all terms relating to data and intellectual property protection.
- d. If the Vendor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of Division Data known as Personally Identifiable Information or financial or business data which has been identified to the Vendor as having the potential to affect the accuracy of the Division's financial statements, Vendor shall perform the following appropriate background checks on all employees in accordance with applicable law.

VI. DATA AUTHENTICATION AND INTEGRITY

- a. Vendor will take reasonable measures, including audit trails, to protect Division Data against deterioration or degradation of data quality and authenticity.

VII. SECURITY BREACH

- a. Response. Promptly upon becoming aware of a Security Breach, Vendor, will notify the Division, in accordance with Section 17 of this Addendum, to fully investigate the incident, cooperate fully with the Division's Investigation, and provide timely response to the incident. Except as otherwise required by law, Vendor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the Division.
- b. Liability. In addition to any other remedies available to the Division under law or equity, Vendor will reimburse the Division in full for all costs incurred by the Division in investigation and remediation of any Security Breach directly caused in whole or in part by the gross negligence or willful misconduct of Vendor or its subcontractors (a "Vendor Security Breach"), including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities in each case as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed against the Division as a result of the Vendor Security Breach.

VIII. RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR DATA

- a. Except as otherwise expressly prohibited by law, Vendor will, at Division's expense:
 - i. promptly notify the Division of any subpoenas, warrants, or other legal orders, demands or requests received by Vendor seeking Division Data;
 - ii. consult with the Division regarding its response;
 - iii. cooperate with the Division's reasonable requests in connection with efforts by the Division to intervene and quash or modify the legal order, demand or request; and
- iv. upon the Division's request, provide the Division with a copy of its response.
- b. If the Division receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) ("requests") or request seeking Division Data maintained by Vendor, the Division will promptly provide a copy of the request to Vendor. Vendor will promptly supply the Division with copies of records or information required for the Division to respond and will cooperate with the Division's reasonable requests in connection with its response.

IX. DATA TRANSFER UPON TERMINATION OR EXPIRATION.

- a. Upon termination or expiration of this Agreement, Vendor will ensure that all Division Data are securely returned or destroyed as directed by the Division and in accordance with the Agreement. In addition to the terms set forth in Section 4.B of Exhibit A of the Agreement, transfer to the Division or a third

party designated by the Division shall occur within a responsible period of time, and without significant interruption in service. Vendor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the Division or its transferee, and to the extent technologically feasible, that the Division will have reasonable access to Division Data during the transition. In the event that the Division requests destruction of its data, Vendor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which the Vendor might have transferred Division data. The Vendor agrees to provide documentation of data destruction to the Division.

X. AUDITS

- a. The Division reserves the right in its sole discretion to perform audits of Vendor at the Division's expense, at Vendor's offices, during business hours upon 30 days' prior written notice and no more than once per calendar year to ensure compliance with the terms of this Addendum. The Vendor shall reasonably cooperate in the performance of such audits. This provision applied to all agreements under which the Vendor must create, obtain, transmit, use, maintain, process, or dispose of Division Data.
- b. If the Vendor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of Division Data known as Personally Identifiable Information or financial or business data which has been identified to the Vendor as having the potential to affect the accuracy of the Division's financial statements, Vendor will conduct or have conducted at least annually:
 - i. American Institute of CPAs Service Organization Controls (SOC) Type II audit, or other security audit with audit objective deemed sufficient by the Division, which attests the Vendor's security policies, procedures and controls;
 - ii. vulnerability scan, performed by a scanner of Vendor's electronic systems and facilities that are used in any way to deliver electronic service under this Agreement; and
 - iii. formal penetration test of Vendor's electronic systems and facilities that are used in any way to deliver electronic services under this Agreement.
- c. Additionally, the Vendor will provide the Division upon request the results of the above audits, scans, and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this Agreement. The Division may require, at Division expense, the Vendor to perform additional audits and tests, the results of which will be provided promptly to the Division. Any results of such audits, scans and tests (including, without limitation, any SOCII audits, vulnerability scans, penetration tests), are Vendor's confidential information and Division shall not disclose such results to any third party (and Division may only disclose such results to its employees and contractors who have a need to know such information and who have entered into a non-disclosure agreement with Vendor regarding such information) or use such results for any purpose other than to assess Vendor's compliance with the terms of this Addendum.

XI. INSTITUTIONAL BRANDING

- a. Each party shall have the right to use the other party's Brand Features only in connection with performing the functions provided in this Addendum. Any use of a party's Brand Features will inure to the benefit of the party holding intellectual property rights in and to those features.

XII. COMPLIANCE

- a. Vendor and Division will comply with all applicable laws and industry standards in performing services under this Agreement. Any Vendor personnel visiting the Division's facilities will comply with all applicable Division policies regarding access to, use of, and conduct within such facilities. The Division will provide copies of such policies to Vendor upon request.
- b. Vendor warrants that any subcontractors used by Vendor to fulfill its obligations under this agreement will be subject to and will comply with each and every term of this Data Protection Addendum in the same manner that Vendor itself is subject to the terms of this Data Protection Addendum.
- c. Vendor warrants that the service it will provide to the Division is fully compliant with and will enable the Division to be in compliance with relevant requirements of all laws, regulation, and guidance applicable to the Division and/or Vendor, including but not limited to: Student Privacy Pledge, the Children's Online Privacy Protection Act (COPPA); Family Educational Rights and Privacy Act (FERPA), Protection of Pupil Rights Amendment (PPRA); Americans with Disabilities Act (ADA), and Federal Export Administration Regulations.

XIII. CONFLICT WITH OTHER AGREEMENTS BETWEEN THE PARTIES

- a. If there is any conflict or potential conflict between the terms of this Data Protection Addendum and the terms of any other agreements between the parties, the terms of this Data Protection Addendum shall control.

XIV. NO END USER AGREEMENTS

- a. The Agreement (including the Addendum) is the entire agreement between the Division (including Division employees and other End Users) and the Vendor. In the event that the Vendor enters into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, with Division employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Agreement shall apply.

XV. TERMS AND TERMINATIONS

- a. Term. This Addendum will become effective on the Effective Date as provided in the Agreement. It will continue in effect until terminated as provided in the Agreement.

XVI. SURVIVAL

- a. In addition to the terms set forth in Section 4.B of Exhibit A of the Agreement, Vendor's obligations under Section 10 shall survive termination of this Agreement until all Division Data has been returned or Securely Destroyed.

XVII. NOTICES

- a. Any notices to be given will be made via certified mail or express courier to the address given below, except that notice of a Security Breach shall also be given as provided in Section 7A. of this Addendum.

- b. If to the Division:

Mr. Eric Thornton
Director of Purchasing
Roanoke City Public Schools
201 Campbell Avenue SW
Roanoke, Virginia 24011
Telephone: 540-853-1348

- c. If notice concerns a Security Breach:

Mr. Chris Perkins
Chief Operations Officer
Roanoke City Public Schools
201 Campbell Avenue SW
Roanoke, Virginia 24011
Telephone: 540-853-6230

XVIII. ADVERTISEMENT

- a. Any and all forms of advertisement, directed towards children, parents, guardians or Division employees, as a result of this Agreement, shall be strictly prohibited.

XIX. GOVERNING LAW

- a. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Circuit Court for Roanoke City, Virginia.

SCHOOL BOARD OF CITY OF ROANOKE
dba Roanoke City Public Schools

By: _____

Printed Name: _____

Title: _____

CONTRACTOR

By: _____

Printed Name: _____

Title: _____

ATTACHMENT C - CONTRACT ADDENDUM FOR WEB ACCESSIBILITY COMPLIANCE

This Web Accessibility Compliance Addendum (“Addendum”) is incorporated into and made part of the Agreement between School Board of City of Roanoke dba Roanoke City Public Schools (RCPS) and [Contractor Name] (“Contractor”) dated _____ (“Agreement”).

1. Purpose

This Addendum ensures that all Information and Communication Technology (“ICT”), defined to include any website, application, web applications, mobile applications, digital documents, online services or other product primarily intended to fulfill or enable the function of information processing and communication by electronic means, including transmission and display via the Internet, provided under the Agreement comply with Title II of the Americans with Disabilities Act (“ADA”) and its implementing regulations and the Virginia Information Technology Access Act (§2.2-3500 et seq., Code of Virginia (1950) as amended (collectively, the “Law”).

2. Legal Requirements

Contractor acknowledges that RCPS is a public entity subject to Title II of the ADA, codified at 42 U.S.C. § 12131 et seq., and its implementing regulations at 28 C.F.R. Part 35, and the Virginia Information Technology Access Act. Contractor agrees that all ICT developed, maintained, procured, or provided under this Agreement shall conform to:

- (i) Web Content Accessibility Guidelines (WCAG) 2.1 Level AA (or any successor standard formally adopted by the U.S. Department of Justice);
- (ii) Any applicable state accessibility laws or policies; and
- (iii) Applicable federal regulations governing digital accessibility for public entities.

If the Law is updated during the term of the Agreement, Contractor shall comply with the updated standards within required timelines.

3. Scope of Covered Deliverables

This Addendum applies to:

- (i) Public-facing websites and subdomains
- (ii) Web-based applications
- (iii) Mobile applications

- (iv) Digital forms
- (v) PDFs and other posted documents
- (vi) Multimedia content (including audio and video)
- (vii) Third-party platforms integrated into RCPS’ digital services
- (viii) Software as a Service (SaaS) products

4. Contractor Representations and Warranties

Contractor represents and warrants that:

- (i) All deliverables comply with WCAG 2.1 Level AA at the time of delivery.
- (ii) Accessibility has been integrated into the development lifecycle (design, development, testing, and deployment).
- (iii) Automated and manual accessibility testing has been conducted.
- (iv) Users with disabilities, including those using assistive technologies (e.g., screen readers, screen magnifiers, voice navigation), can access and use the deliverables.

Upon request, Contractor shall provide RCPS a current Voluntary Product Accessibility Template (VPAT) or Accessibility Conformance Report (ACR).

5. Testing and Verification

RCPS reserves the right to:

- (i) Conduct independent accessibility audits;
- (ii) Require remediation of accessibility barriers;
- (iii) Request documentation of testing methods and results.

If noncompliance is identified, Contractor shall remediate issues at no additional cost within a mutually agreed-upon timeframe, not to exceed 60 days unless otherwise approved in writing.

6. Ongoing Maintenance and Updates

Contractor shall ensure that:

- (i) Updates, patches, enhancements, and new content remain compliant;
- (ii) Accessibility is maintained throughout the contract term;
- (iii) Third-party updates do not introduce accessibility barriers.

7. Remediation Obligations

If accessibility barriers are identified:

- (i) Contractor shall provide a written remediation plan within 14 business days;
- (ii) Remediation shall be completed within 14 days unless otherwise agreed;

(iii) Critical barriers affecting core functionality shall be prioritized.

(iv)

Failure to remediate may constitute a material breach of contract.

8. Indemnification

Contractor shall indemnify and hold harmless RCPS from claims, damages, penalties, or litigation arising from Contractor's failure to comply with the Law's accessibility requirements.

9. Training and Support

Upon request, Contractor shall provide:

- (i) Accessibility training for relevant RCPS staff;
- (ii) Documentation describing accessibility features;
- (iii) Technical assistance related to accessible configuration and content management.

10. Subcontractors

Contractor shall ensure that all subcontractors comply with this Addendum. Contractor remains responsible for subcontractor performance.

11. Termination

Failure to comply with this Addendum may be deemed a material breach of the Agreement and grounds for termination, in addition to any other remedies available under law.

12. Order of Precedence

In the event of conflict between this Addendum and the Agreement, this Addendum shall control with respect to accessibility requirements.

SCHOOL BOARD OF CITY OF ROANOKE
dba Roanoke City Public Schools

By: _____

Printed Name: _____

Title: _____

CONTRACTOR

By: _____

Printed Name: _____

Title: _____