



Department of Purchasing

100 N. Main Street, 2nd Floor
Suffolk, VA 23434
(757) 925-6762 Fax (757) 942-4333

January 12, 2021

To All Interested Parties:

Subject: Online Instructional Programs

The Suffolk City School Board (School Board) is requesting proposals from interested parties to provide web-based instructional coursework for students in grades K-12. All documents enclosed are to be considered an integral part of this request for proposal. Please read carefully all information contained in the RFP document. Any requirement set forth in any attachment is to be adhered to fully. If delivered, **interested parties are invited to submit an original and one electronic copy (USB thumb drive is preferred) marked "Online Instructional Programs" on or before 2:00 pm on Tuesday, February 2, 2021 or online through the EVA portal. We are not anticipating any extensions for this proposal. Proposals may also be delivered to the address below at the proposer's risk of delivery (USPS is delivered to a PO BOX, so allow extra time). Suffolk Public Schools requires one original and requests one electronic copy should the proposer wish to use a deliver the proposal. The preferred electronic format is a USB thumb drive.** Should an event cause the school division to close, Suffolk Public Schools will accept proposals until 2:00 PM on the next operating day. Should you deliver or have a company deliver your RFP submission, the proposal shall be sealed in an envelope/package clearly marked with the title of the RFP, the due date and time and delivered to:

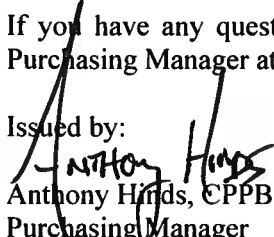
Anthony W. Hinds CPPB
Department of Purchasing,
Suffolk Public Schools
100 N. Main Street, 2nd Floor
Suffolk, Virginia 23434

This Request for Proposals is published on the Suffolk Public Schools and on the EVA site. Proposals will not be accepted at any other location. Any proposal received after the time designated above will be returned unopened. Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. All responsible offerors are encouraged to submit proposals.

The School Board plans to select a qualified offeror based on the requirements set forth herein and pursuant to the regulations of the Commonwealth of Virginia Procurement Regulations. The awarding authority for this contract is the Suffolk City School Board. The School Board reserves the right to reject any or all proposals submitted. All evaluation criteria is enclosed in the RFP, no other criteria will be used.

If you have any questions concerning this Request for Proposal, submit them in writing to Anthony Hinds, Purchasing Manager at anthonyhinds@spsk12.net or fax to 757-942-4333.

Issued by:


Anthony Hinds, CPPB
Purchasing Manager
Enclosures

CONTENTS

The cover letter (Request for Proposal) and each section attached as listed below constitute this Request for Proposal. All potential offerors will be required to adhere to all requirements, schedules, terms and conditions as set forth in these sections.

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SECTION I SCOPE OF SERVICES

It is the purpose of this Request for Proposal (RFP) to solicit sealed proposals to provide an online instructional program for Suffolk Public Schools students in grades K- 2, K-3, K-5, 6-12, and/or K-12. The intent is to purchase a web-based, online program or programs that will provide support for students who need first-time instruction, initial credit, remediation, and credit recovery as well as advanced students who may need to access content beyond their grade level. Suffolk Public Schools consists of eleven (11) elementary schools, five (5) middle schools, three (3) high schools and one (1) alternative school. The program has the potential to be used in all schools. Suffolk Public Schools reserves the right to make multiple awards if in the best interest of the school division.

A. General Requirements

The program(s) shall meet the following minimum requirements:

1. Appeal to both auditory and visual learners
2. Provide mastery-based instruction progression
3. Provide activities that engage logical thinking
4. Provide virtual manipulatives to aid in conceptual learning
5. Provide virtual tools such as compass, protractor, ruler calculator for math, etc.
6. Provide diagnostic assessments
7. Provide instrument(s) for tracking or measuring student growth and improvement
8. Provide a management system for tracking and reporting group growth and improvement
9. Be user friendly to students with all levels of computer skills
10. Align to the VA Standards of Learning or have a crosswalk
11. Include opportunities for above-grade level and advanced learning at all levels
12. Include opportunities for multiple format questioning to include at a minimum multiple choice, open ended, drag and drop and hotspot.
13. Differentiate text/topics assigned based on multiple reading levels and student interests
14. Provide interactive lessons
15. Provide a virtual reading component/coach
16. Provide material in other languages such as Spanish, etc.
17. Integrate writing across the curriculum (math, science, social studies and English)
18. Provide for supervised student independent work time
19. Provide text-to-speech capability (to include captions and transcripts)
20. Provide common accessibility features such as: video captions/transcripts, color/contrast considerations, read-aloud, translation tools, and other accommodations

The following options are preferred, but not required:

1. Provide additional support and resources for English Language Learners
2. Include on-demand support and guidance documents for usage
3. Elementary world languages programs and curriculum
4. Meet the criteria for Virginia Department of Education Multidivisional Online Providers

B. Software Requirements

1. License models must be clearly explained
2. All software shall be web-based.
3. Any software upgrades will be provided at no additional cost for the term of the agreement.

C. Technology Requirements

The following are minimum requirements for any application that will be used by Suffolk Public Schools.

Web-based applications; hosted by vendor in cloud shall:

1. Be compatible with the latest version of the Chrome browser
2. Must be fully compatible with Chromebooks.
3. Must be compatible with eSchool Student Information System and student data integration through Clever.com. Integration methods other than Clever must be reviewed and approved prior to contract award.
4. All plug-ins to be reviewed by SPS Technology in advance; any changes to the plug-in requirements must be reviewed by SPS Technology prior to use. Any applications shall maintain compatibility with current versions of the approved plug-ins. This does not guarantee that the plug-in will be compatible with the SPS environment; it is the vendor's responsibility to ensure that their application works within the guidelines of the SPS technology environment.
5. All User authentication should utilize Google SSO or Google SAML
6. Ensure that all data collected or generated by the application be accessible for download in a format usable by SPS
7. Ensure that all reporting be developed by the successful vendor in accordance with SPS needs
8. Ensure that all data and applications must be secure; any breach of security will be the sole responsibility of the successful vendor. All security certificates will be the responsibility of the successful vendor.

Additional Technology questions

1. Is the application 100% compatible with the current version of Chrome OS (Chromebooks)?
2. Does the application or product use video resources? If so, what is the source (host) of the video resources? Vimeo is not supported by SPS.
3. Where is the Application hosted?
4. What are the minimum system requirements for the application?
5. Does the application integrate with Canvas? If so, how is the integration accomplished?
6. Does the application require staff and/or student information?
7. Does the application use Clever for integration with SIS information?

8. Does the application utilize Google SSO or SAML for user authentication?
9. Does the application require Java?
10. Does the application require Flash?
11. Does the application require any browser plugins and/or extensions?
12. Does the application utilize any special hardware or peripheral devices?

D. Teacher Materials

1. Comprehensive teacher resources and materials shall be provided as a part of the program.
2. Resources provided shall include digital and printable materials.
3. Teacher support and help features must be available.

E. Staff Development and Training

1. Initial staff development shall be provided upon implementation.
2. Additional staff development shall be provided as agreed upon by both parties.
3. Ongoing teacher support shall be provided, including on-site and on-line support.

**SECTION II
COOPERATIVE PROCUREMENT**

This solicitation is being conducted on behalf of other public bodies under the provisions of § 2.2-4304 of the Virginia Public Procurement Act, Cooperative Procurement, as stated, "a public body may purchase from another public body's contract even if it did not participate in the request for proposal or invitation to bid, if the Request for Proposal or Invitation to Bid specified that the procurement was being conducted on behalf of other public bodies."

If authorized by the Bidder(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. It is the Contractor's responsibility to notify the jurisdictions of the availability of contract(s).

Any jurisdiction using such contracts shall place its own orders(s) directly with the Successful Contractor(s). Suffolk Public Schools acts only as the Contracting Agent and is not responsible for the placement of orders, payment or discrepancies of the participating jurisdiction

SECTION III PROPOSAL REQUIREMENTS

Proposals should be as thorough and detailed as possible to illustrate the vendor's capabilities to provide the required web-based reading program. Vendors are required to submit the following items as a complete proposal.

- A. Provide a letter of introduction that includes the name and location of the company, a statement of interest and the following non-collusion statement.
- B.
 - a. "The offeror expressly warrants that the information submitted herein is not the result of an agreement expressed or implied with any other offeror or offerors in an attempt to influence or restrict competition."
 - i.
 - b. The letter of introduction shall be signed by an individual authorized to conduct business for the firm with the name of the individual typed below the signature. The telephone number, fax number, business address and email address must be included in the letter of introduction.
- C. Describe your program in detail. Information shall include, but not be limited to the following:
 - a. Appeal to both auditory and visual learners
 - b. Description of mastery-based instruction progression
 - c. Description of activities that engage logical thinking
 - d. Description of virtual manipulatives to aid in conceptual learning such as interactive lessons
 - e. Description of virtual tools such as compass, protractor, ruler calculator for math, etc.
 - f. Description of diagnostic assessments
 - g. Description of instrument(s) for tracking or measuring student growth and improvement
 - h. Description of a management system for tracking and reporting group growth and improvement
 - i. Be user friendly to students with all levels of computer skills
 - j. Outline of the alignment with VA Standards of Learning or have a crosswalk
 - k. Description of opportunities for above-grade level and advanced learning at all levels
 - l. Description of opportunities for multiple format questioning to include at a minimum multiple choice, rubrics, open ended, drag and drop and hotspot.
 - m. Description of differentiated text/topics assigned based on multiple reading levels and student interests and any virtual reading component/coach programs
 - n. Outline of the materials/resources available in other languages such as Spanish, etc.
 - o. Description of integrated writing across the curriculum (math, science, social studies and English)

- p. Description of supervised student independent work time
 - q. Outline the programs' correlation to the criteria for Virginia Department of Education Multidivision Online Providers
 - r. Description of common accessibility features such as: text-to-speech capability (to include captions and transcripts), color/contrast considerations, read-aloud, translation tools, and other accommodations
 - s. Description of additional support and resources for English Language Learners
 - t. Description of on-demand support and guidance documents for usage
 - u. Describe in detail all teacher materials, support, and resources that are provided with your program
- D. Describe in detail all training provided with your program. Include any and all ongoing teacher support that is provided.
 - E. Provide a list of schools/school divisions currently using this program and contact information for each.
 - F. Provide research that shows the success/improvement of students currently using this program based on performance on the Virginia Standards of Learning tests.
 - G. Provide contact information and a brief description of qualifications for key individuals who will be involved in this project to include, but not be limited to the Sales Representative(s) and Professional Development Trainer(s).
 - H. Provide samples of any products, websites, teacher materials etc. that will help the committee to evaluate your program more thoroughly.
 - I. Provide a cost proposal to include an itemized list of costs of all programs, courses, materials and training.
 - J. Provide a list of additional resources available to your company that would enhance your performance to satisfy the requirements established herein.

SECTION IV EVALUATION CRITERIA

The successful offeror will be selected based upon the following rubric:

Educational programming as outlined in the matrix (see attachment 2): maximum of 96 points

Value and completeness of the cost proposal, this is including but not limited to cost of implementation, migrations of data, etc.: maximum of 40 points

References of other school divisions using the programs: 20 points

TOTAL MAXIMUM POINTS: 156

**SECTION V
SELECTION OF OFFEROR**

- A. The School Board will use the competitive negotiations process in selecting the offeror(s) to provide this service. The proposal, as submitted, will be evaluated by the School Board. Two or more offerors deemed as best suited and qualified will be selected for formal and/or informal interviews. Selected vendors may be asked to demonstrate their complete program during the evaluation process and to pilot their program in a school for a 6-9 week period. Competitive negotiations will then be conducted with the top ranked offerors. A contract will be awarded to the top ranked offeror after the completion of competitive negotiations and the evaluation of the pilot program(s).
- B. If the School Board determines that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.
- C. The School Board reserves the right to make multiple awards if in the best interest of the School Board.
- D. The School Board reserves the right to negotiate any and all aspects of the contract in the best interest of the School Board.
- E. The School Board reserves the right to reject any or all proposals and will not be liable for any cost incurred in connection with the preparation and submittal for this Request for Proposals.
- F. The School Board reserves the right to award a contract or contracts as may be most advantageous to the School Board.
- G. Notice of Award for this solicitation shall be in writing to the successful offeror and posted on the Suffolk Public Schools Bid Board at 100 N. Main Street, Second Floor, Suffolk VA 23434.

**SECTION VI
TERMS AND CONDITIONS**

- A. **INDEPENDENT CONTRACTOR RELATIONS:** Neither the successful offeror, its employees, assignees or Successful Offerors shall be deemed employees of the School Board while performing for the School Board.
- B. **GENERAL PROVISIONS:** Nothing in the agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of services contained herein.

- C. **INVENTIONS & COPYRIGHTS:** The Successful Offeror is prohibited from copyrighting any papers, interim reports, forms or other materials and/or obtaining patents on any invention resulting from its performance of the project, except when specific written authorization of the School Board is given. The copyright or patent shall belong to the School Board.
- D. **SHIPPING:** Shipping information will be included with the purchase order. All shipping and handling costs shall be at the expense of the publisher.
- E. **TERMS OF AGREEMENT:** The initial term of this agreement shall begin on July 1, 2021 and continue through June 30, 2022 after which this agreement will automatically be extended for five additional one year periods, beginning July 1st and ending June 30th of each year, unless otherwise terminated by either party by giving written notice prior to May 31st of each year. The School Board may approve a price increase for each subsequent year. The request shall be presented in writing by April 30th of each year and the cost increases shall not exceed the Consumer Price Index (CPI) as developed by the Bureau of Labor Statistics, U. S. Department of Labor, for all Urban Consumers (CPI-U) South, for the preceding calendar year. Suffolk Public Schools reserves the right to add or delete schools as it sees fit on the renewal dates. Suffolk Public Schools reserves the right to negotiate for additional years in order to provide for the continuation of student services.
- F. **TERMINATION:** The School Board Offeror may terminate the Agreement upon ninety (90) days written notice to the other party. Upon this termination for convenience, the Successful Offeror shall be paid only for those additional fees and expenses incurred between notification of termination and the effective date of termination that are necessary for curtailment of its work under the Agreement. The parties may mutually agree in writing to an earlier termination.
1. In the event of a breach by the Successful Offeror of the Agreement, the School Board shall have the right to immediately rescind, revoke, or terminate the Agreement. In the alternative, the School Board may give written notice to the Successful Offeror by specifying the manner in which the Agreement has been breached. If a notice of breach is given and the Successful Offeror has not substantially corrected the breach within ten (10) days of receipt of the written notice, the School Board shall have the right to terminate the Agreement. A waiver of breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement. A violation of any state or federal law or regulation by the Successful Offeror shall be considered a breach of the Agreement.
 2. In the event of rescission, revocation, or termination, all documents and other materials related to the performance of the Agreement shall become the property of the School Board.
 3. This agreement shall be canceled automatically in the event that the local, state or federal government fails to appropriate or allocate sufficient funds or positions for the purpose of continuing the Agreement. This termination shall be complete upon depletion of the previously allocated funds.

- G. **COLLATERAL CONTRACTS:** Where there exists any inconsistency between the Agreement and other provisions of collateral contractual Agreements which are made a part of the Agreement by reference or otherwise, the provisions of the Agreement shall control.
- H. **NONDISCRIMINATION:** In its performance of the Agreement, the Successful Offeror warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, disability or national origin.
1. The Successful Offeror shall post, in conspicuous places that are available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. In its solicitations or advertisements for employees, whether placed by or on behalf of the Successful Offeror, the Successful Offeror shall state that it is an equal opportunity employer. Notices, advertisements and solicitations which conform to federal laws, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
 2. Suffolk Public Schools does not discriminate against faith-based organizations.
- I. **DRUG FREE WORKPLACE:** A drug-free workplace is to be maintained by the contractor. All public bodies shall include in every contract over \$10,000 the following provisions:
1. During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that provisions will be binding upon each subcontractor or vendor.
 2. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- J. **APPLICABLE LAWS:** The Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia.
- K. **SEVERABILITY:** Each paragraph and provision of the Agreement is severable from the entire Agreement, and if any provision is declared invalid, the remaining provisions shall

nevertheless remain in effect.

- L. **CONTINGENT FEE WARRANTY:** The Successful Offeror warrants that it has not employed or retained any person or persons for the purpose of soliciting or securing the Agreement. The Successful Offeror further warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon the award or making of the Agreement. For breach of one or both of the foregoing warranties, the School Board shall have the right to terminate the Agreement without liability, or, in its discretion, to deduct the amount of said prohibited fee.

- M. **FINANCIAL RECORDS AVAILABILITY:** The Successful Offeror agrees to retain all books, records, and other documents relative to the Agreement for five (5) years after final payment. The School Board, its authorized agents and/or auditors shall have full access to and the right to examine any of said materials during this period.

- N. **OWNERSHIP OF DOCUMENTS:** Any reports, studies, photographs, negatives or other documents prepared by the Successful Offeror shall be retained by the Successful Offeror and shall be remitted to the School Board by the Successful Offeror upon completion, termination or cancellation of the Agreement. The Successful Offeror shall not willingly use or allow or cause to have such materials used for any purpose other than performance of the Successful Offeror's obligations under the Agreement without the prior written consent of the School Board.

- O. **CONFIDENTIAL INFORMATION:** All confidential and proprietary information and data furnished to the Successful Offeror by the School Board shall remain the property of the School Board. The Successful Offeror agrees to retain in confidence, and not to disclose to or use for the benefit of third parties, any information disclosed to the Successful Offeror by the School Board without the School Board's prior written consent. Excluded from the provisions of the Agreement shall be such information as:
 - 1. Information which is in the public domain or which the Successful Offeror can show to have been in its possession independently of and prior to such disclosure by the School Board;
 - 2. Information which becomes public knowledge after such disclosure, without fault on the part of the Successful Offeror or its employees;
 - 3. Information made available to the Successful Offeror from a third party source without any secrecy obligation attaching thereto; and
 - 4. All information uncovered during an investigation conducted by the Successful Offeror that is required to be reported by the Successful Offeror to appropriate agencies pursuant to local, state or federal statutes (i.e., especially concerning or affecting public health and safety). The Successful Offeror will attempt to notify the School Board prior to any such reporting.

- P. **COMPLIANCE WITH LAW AND STANDARD PRACTICES:** The Successful offeror shall perform its obligations under the Agreement in compliance with any and all applicable federal, state and local laws, rules, and regulations, including applicable licensing requirements, and in compliance with any and all rules of the School Board relative to the premises. The Successful Offeror shall be responsible for obtaining all permits, consents, and authorizations as may be required to perform its obligations.
- Q. **TAXES, FEES, CODE COMPLIANCE AND LICENSING:** The Successful Offeror shall be responsible for the payment of any required taxes or fees associated with the Agreement. All work shall be in compliance with all applicable codes, ordinances and permitting requirements.
- R. **COORDINATION OF WORK:** The Successful Offeror shall schedule and coordinate its services with the School Board. Services shall be performed in a professional and timely manner.
- S. **HOLD HARMLESS AGREEMENT:** The Successful Offeror shall indemnify and hold harmless the School Board and its representatives from and against all losses and claims, demands, suits, actions, payments and judgments arising from personal injury or otherwise brought or recovered against the School Board or its representatives by reason of any act or omission of the Successful Offeror, its agents, servants or employees in the execution of the contracted work.
- T. **INSURANCE:** The Successful Offeror shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the School Board. The School Board will be named on all liability policies and Workers' Compensation policies as "Additional Named Insured" or "Alternate Employer Endorsement" for the proposed work.
- U. **WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY INSURANCE:** The Successful Offeror shall obtain and maintain during the life of this Agreement the applicable statutory Workers' Compensation Insurance with an insurance company duly authorized to write such insurance. The Successful Offeror shall obtain and maintain during the life of this Agreement, Employers' Liability Insurance with a limit of \$200,000.00 per accident/injury by an insurance company duly authorized to execute such insurance in the State of Virginia.
- V. **PUBLIC LIABILITY INSURANCE:** The Successful Offeror shall maintain during the life of this Agreement such Public Liability Insurance as shall protect him/her against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from operations under this Contract whether such operations be by himself/herself or his/her employees.

W. **CERTIFICATE OF INSURANCE:** The Successful Offeror shall furnish the School Board with two (2) copies of certificate of insurance evidencing policies required. The Successful Offeror shall not change any required insurance during the life of this Agreement unless notice of any such change in coverage is given in writing by the Successful Offeror to the School Board at least fourteen (14) calendar days prior to there having any such change in coverage.

X. **RIGHT TO RENEGOTIATE** - Suffolk Public Schools reserves the right to renegotiate any and all terms and conditions of this agreement including pricing and any incentives that may be a part of this agreement on an annual basis on or before the renewal date.

Y. **SCC ID NUMBER:** In accordance with new registration requirements effective July 1, 2010 vendors shall include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration per the requirements in Section 13.1 or Title 50 of the Code of Virginia. Provide your SCC Identification Number below or justification for non- registration. The SCC may be reached at (804) 371-9733 or at [www.scc.virginia.gov /default.aspx](http://www.scc.virginia.gov/default.aspx) .Failure to include this information with your submittal may result in rejection of your proposal.

SCC ID Number_____

Z. **SUSPENSION OR DISBARMENT** - In issuing your proposal, you are certifying that you have not been suspended or disbarred at any level (state or national) and are eligible to be awarded a contract.

AA. **PROPRIETARY INFORMATION** – Proposers reserve the right to mark items as proprietary and request that trade secrets be protected. It is the responsibility of the proposer to clearly mark information as proprietary at the time of submission

ATTACHMENT 1:

CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION

Pursuant to Virginia Code Section 22.1-296.1.C, prior to the award of a contract for the provision of services that require the contractor or any of its employees to have direct contact with students, the school board is required to have the contractor, and when relevant, any employee who will have direct contact with students, provide certification that (i) he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether he has been convicted of a crime of moral turpitude. So as not to place an undue burden or hardship on the day to day operation of the school division and remain in compliance with the aforementioned Code provision, any contractor providing services for Suffolk Public Schools, whose employees will have direct contact with students, is required to provide the certification listed below:

As a contractor providing services for Suffolk Public Schools, whose employees will have direct contact with students, I certify that neither the contractor nor any of its employees, whether current employees or those who will be employed in the future, have been (i) convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; nor (ii) convicted of a crime of moral turpitude.

CONTRACTOR NAME _____

BUSINESS ADDRESS _____

PHONE NUMBER _____

CERTIFIED BY _____

PRINTED NAME _____

TITLE _____

DATE _____

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. School boards shall not be liable for materially false statements regarding the certifications required by this subsection.

For the purposes of this subsection, "direct contact with students" means being in the presence of students during regular school hours or during school-sponsored activities.

Attachment 2: Rubric for Online Instructional Program

Name of Proposer _____

Rating Category	Exceeds Expectations (3)	Meets Expectations (2)	Below Expectations (1)	Unacceptable (0)
Instructional Layout				
Appeal to both auditory and visual learners				
Provide mastery-based instruction progression				
Provide activities that engage logical thinking				
Provide virtual manipulatives to aid in conceptual learning				
Be user friendly to students with all levels of computer skills				
Differentiate text/topics assigned based on multiple reading levels and student interests				
Provide interactive lessons				
Integrate writing across the curriculum (math, science, social studies and English)				
Provide for supervised student independent work time				
Include opportunities for multiple format questioning to include at a minimum multiple choice, rubrics, open ended, drag and drop and hotspot.				
Assessments and Student Growth				
Provide diagnostic assessments				

Provide instrument(s) for tracking or measuring student growth and improvement				
Provide a management system for tracking and reporting group growth and improvement				
Accessibility, Tools and Resources				
Provide virtual tools such as compass, protractor, ruler calculator for math (Desmos), etc				
Align to the VA Standards of Learning or have a crosswalk				
Include opportunities for above-grade level and advanced learning at all levels				
Provide a virtual reading component/coach				
Provide material in other languages such as Spanish, etc.				
Meet the criteria for Virginia Department of Education Multidivision Online Providers				
Provide text-to-speech capability (to include captions and transcripts)				
Provide common accessibility features such as: video captions/transcripts, color/contrast considerations, read-aloud, translation tools, and other accommodations				
Provide additional support and resources for English Language Learners				

Include on-demand support and guidance documents for usage				
Technology Requirements				
Software is web-based				
Maintains compatibility with the latest version of the Chrome browser				
Fully compatible with Chromebooks.				
Compatible with eSchool Student Information System and student data integration through Clever.com.				
Applications maintain compatibility with current versions of the approved plug-ins and works within the guidelines of the SPS technology environment.				
All user authentication utilizes Google SSO or Google SAML				
All data collected or generated by the application is accessible for download in a format usable by SPS				
All reporting can be developed by the successful vendor in accordance with SPS needs				
All data and applications are secure; any breach of security will be the sole responsibility of the successful vendor. All security certificates are provided by the successful vendor.				
TOTALS:				