



ARLINGTON PUBLIC SCHOOLS

PROCUREMENT OFFICE

2110 Washington Blvd., Arlington, VA 22204 • Phone: (703) 228-6123 • Fax: (703) 841-0681
Website: www.apsva.us

AGREEMENT

Subject: Contract 67FY19 Human Capital Management System.

Contract 67FY19, Human Capital Management System (“the Work”) is entered into as of the date the Purchasing Agent signs this Agreement, this 30th day of September, 2019; by and between Frontline Technologies Group LLC, located at 1400 Atwater Drive, Malvern, PA 19355, hereinafter called “Contractor” and Arlington County School Board, operating as Arlington Public School hereinafter called “APS” or “Owner”; and expiring on June 30, 2020 following execution of the Contract by the APS Procurement Director/Purchasing Agent. This duration shall be referred to as the “Contract Term”. APS reserves the right, in its sole discretion, to renew the Contract for an additional one-year term; this option to renew may be exercised by APS up to but not more than for six (6) additional one-year terms (“Renewal Contract Terms”).

APS and the Contractor, having given adequate consideration, agree that the Contractor will perform the Work to assist APS in accordance with the Contract which shall consist of the following documents: all of which are incorporated into and are part of the Contract, and which, in the event of a conflict, shall be given precedence in the order listed, with any Amendment or Modification having precedence over preceding provisions. In the event of a conflict within a Contract Document at the same level of precedence, that provision requiring the higher quality of performance or quantity shall prevail. In the event of a conflict which is not resolved by the foregoing, the Owner shall determine the provision having precedence.

- 1 Agreement #67FY19 and all modifications properly incorporated into the Agreement
- 2 Attachment A – Scope of Work
- 3 Attachment B – Fee Schedule
- 4 Attachment C – Certificate(s) of Insurance
- 5 Attachment D – Non-Disclosure and Data Security Agreement
- 6 Attachment E – Contractor Certification Regarding Criminal Convictions
- 7 Attachment F – Contract Terms & Conditions
- 8 Attachment G – Negotiated Items List
- 9 Attachment H – Master Services Agreement
- 10 Attachment I – Order Form

The following are incorporated by reference:

- 11 The Request for Proposal (RFP) documents, and
- 12 The Proposal Response from the Contractor

The Work shall be performed in accordance with the above-referenced Contract Documents and is the complete agreement between APS and the Contractor and may not be altered except by written amendment signed by APS and the Contractor in compliance with the requirements of the Contract Documents.

The signatures of APS and the Contractor, or their authorized representatives, are set out below in acknowledgment and acceptance of this Contract.

IN WITNESS WHEREOF, APS and Contractor have executed this Agreement as of the date written above.

ARLINGTON PUBLIC SCHOOLS

Authorized Signature: David J. Webb

Printed Name: David J. Webb, C.P.M.

Title: Procurement Director / Procurement Agent

Date: September 30, 2019

FRONTLINE TECHNOLOGIES GROUP LLC

Authorized Signature: Gregory Doran

Printed Name: Greg Doran,

Title: Chief Financial Officer

Date: 9/30/2019

Attachment A

Scope of Work

Solutions	Go Live Dates
Solution 1 – Human Resources – Records Management (Contracts)	January 1, 2020
Solution 2 – Professional Learning - Registrant Tracking	December 1, 2019
Solution 3 – Human Resources Employee Absence Management Metrics/Reporting	December 1, 2019
Solution 4 – Human Resources – Talent Management: Recruitment/Onboarding	March 1, 2020
Solution 5 – Professional Learning – Content Library	July 1, 2020

SOLUTION 1 HUMAN RESOURCES – RECORDS MANAGEMENT (CONTRACTS) REQUIREMENTS	
#	Requirement
Employee Data Dashboard	
1	Employee can access all contracts and records from one secure sign-in within the Human Resources Talent Management Recruiting/Onboarding
2	Contract and/or assignment letter can be deployed to employee from Oracle (HRIS) thru Human Resources Talent Management Recruiting/Onboarding through integration.
3	Employee will be able to sign into Frontline Central to see and electronically sign contract/assignment letters. When the employee returns the contract/letter, it will be stored electronically in Frontline Central.
4	Other assignments can be deployed from Oracle (HRIS) system to employee for extra period, stipend or extra work through integration.
5	Employees can sign into Talent Acquisition and Management Solution system to see all documents related to employment history including personnel file and hiring information
6	Offeror must integrate the new system with Oracle (HRIS) system including all related process and information flows from the HRIS system and back into the HRIS system to support the requirements specified in this RFP
7	Must support SAML authentication necessary to allow for single sign with all systems
8	Go-live date January 1, 2020

SOLUTION 2
PROFESSIONAL LEARNING - REGISTRANT TRACKING REQUIREMENTS

#	Requirement
User	
1	An online professional learning catalog and registration system for all staff
2	Easily searchable listing of available offerings for employee job type or credit options. One central place for staff to search for available workshops/courses and track their learning
3	Ability to see and register for professional learning aligned to career pathways in the onboarding system
4	Create and track individual courses with multiple sessions and occurrences
5	Ability to utilize an app or QR code reader to electronically sign in (scan a barcode or using another method) so the instructors don't need to take attendance or a way for instructors to easily take attendance in the room
6	Manage seat counts and how many substitutes of various job types are needed in the AM, PM and all day, each day.
7	Send notification to employees about upcoming workshops for which they have registered
8	Allow instructors to send emails to registered participants with attachments
9	Allow instructors to track registrations
10	Ability to assign point values to each course and modify them based on attendance
11	Ability to award credit/hours/points for completed coursework or workshops
12	Ability to assign varying recertification point/hours to multiple attendees at one time (on one screen) versus updating individual attendees one by one
13	Allow for various levels of user permissions
14	Profiles include employee's name, contact information, work location, job type, and registrant type
15	Customizable Settings such as location, skill sets, and exclusionary factors
16	Ability to enter courses and categorize them within specific department, office, and curriculum categories
17	Ability to enter and sort courses by audience, department, and office
18	Ability to code the offering by the standards for evaluation for intended audience
19	Ability to "tag" courses in several ways to include alignment with the professional learning framework, such as: First level of categories: create, connect and innovate. Second level of categories: Building the infrastructure of Teaching and Learning, content knowledge, enhancing Teaching and Learning and leading others.
20	Approval process built in so proposed courses are approved by a System administrator

21	Capability of connecting evaluations to courses and/or sessions
22	Report options feature – run various types of reports such as open courses, course sessions, etc.
23	Ability for APS to configure system wide preferences and menus
24	Provide a checklist of items an indicated type of employee needs to complete (all new teachers, all new bus drivers, all custodians, etc.)
25	Ability to provide badging/micro-credentialing
26	Provides a user-friendly calendar of professional learning opportunities and registrations
27	Ability for participants to print their own transcripts or list of courses they have completed
Filtering	
28	Ability for system administrators to filter employee by department, grade level/subject taught etc.
29	Way to group and filter professional learning offerings by job type, department, office and content/subject matter
30	Content specific professional learning easy to locate
31	Provide a way for a manager to suggest/require professional learning for a specific employee and a way to track completion
System Integration	
32	Must support SAML authentication necessary to allow for single sign-in with all systems
33	Provide for a secure login
34	Allow teachers and other substitute–eligible staff (i.e. cafeteria staff, and custodians, etc.) to secure a substitute from course registration menu (work with the new Solutions to keep systems in sync and request for substitutes)
35	Option for course instructor to view whether participants requested a sub or not
36	Instructors have access to Employee IDs for payment purposes
37	Ability to pull information to pay instructors who taught sessions on certain dates and times
38	Professional opportunities can be identified based on areas of growth from evaluations
39	Intentionally Deleted – not in Scope
40	Intentionally Deleted – not in Scope
41	When course registration complete, offers employee the option to populate their calendar in Microsoft Outlook

42	Course attendance can be easily exported to a timesheet for those who need to be paid for attending. Ability to integrate with Canvas [the Learning Management System provided by Instructure] so that any online courses successfully completed in Canvas are reflected automatically in the system
43	Notification to employees who have been waitlisted for a course to an alternate upcoming course
Access	
44	Ability to have mass data upload for days with a larger number of offerings (upload CSV data from other system)
45	Intentionally Deleted – not in Scope
Administrative Capabilities	
46	Intentionally Deleted – not in Scope
47	Intentionally Deleted – not in Scope
48	A way to ensure offerings selected by the employee are proposed and follow an approval process in order for the proposed selection to be approved and employee enrollment in the course confirmed.
49	A calendar function that lets you easily navigate between months (into the future and back to the present.
50	Request for registration approvals to show in the instructor view for that course only (instructors should not be able to see requests for courses they don't teach)
51	Once an instructor marks attendance, the course should immediately be listed as "processed" or equivalent, no extra steps necessary
52	APS personnel can easily notify instructors that attendance needs to be completed. They can do this as a bulk action for any attendance that has not been reported.
53	Ability to add/drop multiple participants
54	Ability to take participants off of the waitlist in batches
55	Provide training to users in accordance with the Fee Schedule
56	System administrators should have ability to change users to "Instructors" without having to go through IS.
57	System administrators have the ability to see their own learning as well as staff they supervise
58	Offeror must integrate the System with the Oracle (HRIS) system including all related process and information flows from the HRIS system and back into the HRIS system to support the requirements specified in this RFP.
59	Offeror must integrate the System with the Canvas LMS system including all related information and process flows from the Canvas system and back into the Canvas system to support the requirements specified in this RFP.
60	Go-live date December 1, 2019

**SOLUTION 3
EMPLOYEE ABSENCE MANAGEMENT METRICS/REPORTING REQUIREMENTS**

#	Data Dashboard/User Requirement
User	
1	Balances can be updated in Frontline through a sFTP process with an excel (CSV) file.
2	Oracle interfaces with sub system to capture personal and sick leave used for employee to view via the Data Dashboard - Product still TBD) Employees can see how much leave they have in the sub system dashboard when they are creating a substitute request.
3	Sub hours can populate the Oracle system or any external system through a scheduled sFTP process.
4	Intentionally Deleted – not in Scope
5	Must support SML authentication necessary to allow for single sign-in with all systems
#	Data Dashboard Requirement
Multiple User Views	
6	Dashboard must be able to generate reports that are user friendly and include functionality to set key metrics and build reports around those metrics
7	Absence Management Metrics/Reporting Features
8	The Substitute home page in our solution includes a calendar view that shows 12 weeks at a time of jobs accepted, jobs available and non-work days. It also shows a list view of all the available jobs with detailed information including the date, time, address, notes, attachments, etc.
9	Intentionally Deleted – not in Scope
10	Dashboard school's view – must be configurable to show the number of absences, monthly, weekly and daily with a tracker (colored scale or other means to distinguish), number of teacher absence data, on demand data (variety of reports)
11	School must be able to pull lists of jobs requested daily and monthly
#	Technical Requirement
User Interfaces – Staff and Substitutes	
12	Online and phone access 24/7 for substitutes, APS Human Resources staff and APS school officials
13	Substitutes and employees can create and update a user profile via a mobile device
14	Ability to differentiate substitute types (substitute teacher from a substitute assistant) in the proposed Solution
15	Ability to advertise substitutes assistant jobs exclusive to sub assistants only
16	Ability for substitute teachers to select from both substitute type (substitute teacher and substitute assistant) job assignments

17	Unlimited amount of call-out phone lines
18	Customer service is live and available between the hours of 6am-6pm ET Monday-Friday via live chat, email or over the phone.
19	Automated password recovery process
20	Online help to include training videos and user manual
21	App that enables substitutes to pick up last minute jobs via mobile device
22	Teacher preferences available to allow certain substitutes to receive vacancy notification first and exclusively
23	Substitute Request - if job declined the proposed system shall move to next available substitute
24	Offeror must integrate the new system with the Oracle (HRIS) system including all related process and information flows from the HRIS system and back into the HRIS system to support the requirements specified in this RFP.
25	Go-live date December 1, 2019

SOLUTION 4 HUMAN RESOURCES – TALENT MANAGEMENT: RECRUITMENT/ONBOARDING REQUIREMENTS	
#	Requirement
Applicant / Employee Data Dashboard – A system to post positions based on a catalogued job specification	
1	Integrated frequently asked questions capabilities for applicants
2	Mobile browser capability/Smartphone application integration
3	Smartphone application integration
4	Must support SAML authentication necessary to allow for single sign with all systems.
5	Cross reference capacity to APS data sources - website/salary schedule/benefits page
6	Contractor offers a series of online assessments to assist with the identification of top tier applicants.
7	Applicants can reset own passwords for application
8	Prevent multiple accounts for one user
9	User friendly directions within application
10	Status bar to allow applicants to see where they are in the process

11	Auto save feature
12	Clean crisp interface when on-boarded that integrates with HRIS System (Oracle)
13	Ability to select language option for application. Application available in multiple languages
14	Frontline's Proactive Recruiting includes auto alert functionality for candidates.
15	The Benefits enrollment and change request process can be automated using Forms in Frontline Central.
16	Applicants dashboard - displays positions they have applied for and interviewed for
17	Intentionally Deleted – not in Scope
18	Ability to provide online orientation and track participation
19	Electronic signature capability associated with various document types (offer letter / contract) for new hires and for existing employees
Hiring Official / Human Resources Data Dashboard Functionality	
20	All workflows - selection/posting/system set up are processed within the Solution
21	Ability to filter and sort applicant in a variety of ways (Chronological work history sort function)
22	Ability for the Solution to flag/identify applicants that have not pass a background check when they reapply.
23	Ability to preview postings prior public advertisement
24	Live screening status view for all hiring managers
25	Intentionally Deleted – not in Scope
26	Easy to review reference form
27	Clearly delineate status of current employee, former employee and external applicants that are applying for a particular position
28	Applicant information is seamlessly transitioned and populated into other HRIS management systems (Oracle) when positions are being created
29	Ability to account for multiple screening by various applicants type simultaneously
30	Hiring managers can view applicant onboarding milestones in real time
31	Solution can filter out unqualified candidates
32	Keyword searches for resumes and skill sets
33	Ability to view previous applications and documents

34	Sort and filter applicants by any field
35	Capable of housing multiple application types simultaneously. Applicants apply for a variety of positions and screening statuses for each position should be available and visual for tracking purposes
36	Ability to send notifications to candidates based upon opening to schedule interview
37	Class specifications listed in tracking system that link to job posting and allows hiring manager to select in a drop-down menu
38	Requisitions, creation of offers, acceptance of offers and onboarding events are launched automatically
39	Ability to compile all interview notes in Solution
40	Ability to record all interviews results in Solution and pull up recommended lists by scale for all hiring officials to reference
41	Intentionally Deleted – not in Scope
42	Interviews are conducted and housed in the Solution /forms available and fillable for interview
43	Reference forms based upon position skill set and expectations
44	Intentionally Deleted – not in Scope
45	Employee licensure information available to hiring officials on dashboard
46	Intentionally Deleted – not in Scope
47	Functionality to customize application questions (i.e. Do you have a relative that currently works for APS? Have you worked with APS previously?)
Human Resources Data Dashboard / Employee Dashboard / Business Functionality	
48	Onboarding - all completed in the system such as forms, job offers and self-enrollment to orientation sessions
49	Applicant information from Recruiting & Hiring will be used to create an electronic employee record in Frontline Central. This information can then be used to auto fill information into other forms.
50	The Track Forms functionality in Frontline Central can be used to track what a new hire still needs to complete. The Professional Learning Management solution will offer tracking for applicable learning modules
51	Ability to view on demand live data dashboard with charts and graphs around outlined HR metrics that update automatically regarding hiring metrics based upon specific applicant's attributes that are compared with national metrics
52	Intentionally Deleted – not in Scope
53	Postings automatically post to outside job boards and sites
54	Scheduling interviews and HR appointments (directly in the Solution and flow into Outlook calendars)
55	Tracking of who was interviewed and selected including documents when employees separate from APS

56	Applications are automatically deleted after two (2) years
57	Offer letter generated and accepted in the Solution
58	Intentionally Deleted – not in Scope
59	Intentionally Deleted – not in Scope
60	Ability to post and track positions that are organized by shift and/or split between location or scale
61	Offeror must integrate the new system with the Oracle (HRIS) and Finance system including all related process and information flows from the HRIS system and back into the HRIS system to support the requirements specified in this RFP.
62	Offeror must integrate the new system with the Canvas LMS system including all related information and process flows from the Canvas system and back into the Canvas system to support the requirements specified in this RFP.
63	Offeror must integrate the new system with the Substitute system including all related information and process flows from the Substitute system and back into the Substitute system to support the requirements specified in this RFP.
64	Offeror must integrate the new system with the Professional Learning including all related information and process flows from the Professional Learning system and back into the Professional Learning system to support the requirements specified in this RFP.
65	Go-live date March 1, 2020

SOLUTION 5 CONTENT LIBRARY REQUIREMENTS	
#	Requirement
User	
1	An externally-hosted content library and delivery platform solution, available 24/7/365, to facilitate personalized professional development and training across the division for all employees/job types
2	Integrates with online catalog and career pathways to track enrollment and completion
3	Provides the ability to upload or integrate with Canvas custom-created content for mass online distribution
System Integration	
1	Must support SAML authentication necessary to allow for single sign with all systems
2	Provide for a secure login
3	Offeror must integrate the new system with the Talent Management: Onboarding and Tracking System including all related process and information flows from the HRIS system and back into the HRIS system to support the requirements specified in this RFP.
4	Offeror must integrate the new system with the Canvas LMS system including all related information and process flows from the Canvas system and back into the Canvas system to support the requirements specified in this RFP.

5	Offeror must integrate the new system with the Professional Learning system including all related information and process flows from the Professional Learning system and back into the Professional Learning system to support the requirements specified in this RFP.
6	Go-live date July 1, 2020

Attachment B

Fee Schedule

Description of Fees	Contract Term		Renewal Contract Term 1		Renewal Contract Term 2		Renewal Contract Term 3		Renewal Contract Term 4		Renewal Contract Term 5		Renewal Contract Term 6	
	Months in a Year	12	7/1/2020 – 6/30/2021		7/1/2021 – 6/30/2022		7/1/2022 – 6/30/2023		7/1/2023 – 6/30/2024		7/1/2024 – 6/30/2025		7/1/2025 – 6/30/2026	
Annual Recurring Licensure	Monthly Fees Per Solution	Extended Fees	Monthly Fees Per Solution	Extended Fees	Monthly Fees Per Solution	Extended Fees	Monthly Fees Per Solution	Extended Fees	Monthly Fees Per Solution	Extended Fees	Monthly Fees Per Solution	Extended Fees	Monthly Fees Per Solution	Extended Fees
Solution 1 – Human Resources - Records Management	\$ 2,949.56	\$ 29,495.60	\$ 2,949.56	\$ 35,394.75	\$ 3,038.05	\$ 36,456.59	\$ 3,189.95	\$ 38,279.42	\$ 3,349.45	\$ 40,193.39	\$ 3,516.92	\$ 42,203.06	\$ 3,692.77	\$ 44,313.22
Solution 2 - Professional Learning - Registrant Tracking	\$ 4,810.69	\$ 48,106.90	\$ 4,810.69	\$ 57,728.25	\$ 4,955.01	\$ 59,460.10	\$ 5,202.76	\$ 62,433.10	\$ 5,462.90	\$ 65,554.76	\$ 5,736.04	\$ 68,832.50	\$ 6,022.84	\$ 72,274.12
Solution 3 – Human Resources - Employee Absence	\$ 2,723.13	\$ 27,231.30	\$ 2,723.13	\$ 32,677.50	\$ 2,804.82	\$ 33,657.83	\$ 2,945.06	\$ 35,340.72	\$ 3,092.31	\$ 37,107.75	\$ 3,246.93	\$ 38,963.14	\$ 3,409.27	\$ 40,911.30
Solution 4 - Human Resources - Talent Management	\$ 2,401.13	\$ 24,011.30	\$ 2,401.13	\$ 28,813.50	\$ 2,473.16	\$ 29,677.91	\$ 2,596.82	\$ 31,161.80	\$ 2,726.66	\$ 32,719.89	\$ 2,862.99	\$ 34,355.88	\$ 3,006.14	\$ 36,073.68
Solution 5 – Professional Learning - Content Library	\$ 2,500.00	\$ 25,000.00	\$ 5,000.00	\$ 60,000.00	\$ 5,150.00	\$ 61,800.00	\$ 5,407.50	\$ 64,890.00	\$ 5,677.88	\$ 68,134.50	\$ 5,961.77	\$ 71,541.23	\$ 6,259.86	\$ 75,118.29
Total	\$ 15,384.51	\$ 153,845.10	\$ 17,884.50	\$ 214,614.00	\$ 18,421.04	\$ 221,052.42	\$ 19,342.09	\$ 232,105.04	\$ 20,309.19	\$ 243,710.29	\$ 21,324.65	\$ 255,895.81	\$ 22,390.88	\$ 268,690.60
Description of Fees	Contract Term		Renewal Contract Term 1		Renewal Contract Term 2		Renewal Contract Term 3		Renewal Contract Term 4		Renewal Contract Term 5		Renewal Contract Term 6	
	Contract Award – 6/30/2020		7/1/2020 – 6/30/2021		7/1/2021 – 6/30/2022		7/1/2022 – 6/30/2023		7/1/2023 – 6/30/2024		7/1/2024 – 6/30/2025		7/1/2025 – 6/30/2026	
Implementation	\$ 19,375.00													
Solution 1 – Human Resources - Records Management	\$ 2,250.00													
Solution 2 - Professional Learning - Registrant Tracking	\$ 6,250.00													
Solution 3 – Human Resources - Employee Absence	\$ 4,500.00													
Solution 4 - Human Resources - Talent Management	\$ 4,500.00													
Solution 5 – Professional Learning - Content Library	\$ 1,875.00													
On-Site Training	\$ 48,000.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
Total per Contract Term	\$ 221,220.10		\$ 214,614.00		\$ 221,052.42		\$ 232,105.04		\$ 243,710.29		\$ 255,895.81		\$ 268,690.60	
Grand Total (All Years Combined)	\$ 1,657,288.26													

APS will pay implementation, services, and prorated recurring license fees for the Contract Term based upon the payment dates below. Frontline agrees to invoice APS for Solution 5 Training (\$9,600) upon training delivery or on July 1, 2020, whichever is later.

Invoice Date	Payment Schedule	Invoice Amount
Contract Execution		\$44,244.02
1-Nov-19		\$44,244.02
1-Dec-19		\$44,244.02
31-Dec-19		\$44,244.02
1-Mar-20		\$44,244.02

Abbreviation	Defintion
Implementation	Implementation & Integration Services Includes all items included in the Scope of Work broken out by Solution.
Annual Recurring Licensure	Annual Recurring Licensing Fee Based on Per Solution Per Month Fee Structure This fee includes: all system maintenance, all hosting, and technical support expenses.
On-Site Training	On-Site Staff Training (Daily Rate shall be \$3,200) NOTE: Seven (7) hours minimum, no consecutive day requirement. Estimated level of effort is fifteen (15) days for the first Cotntract Term and this effort is subject to change at the discretion of APS. Rates shall be fully loaded and include all travel-related costs.

Attachment D

Non-Disclosure and Data Security Agreement

The undersigned, an authorized agent of the Contractor and on behalf of Frontline Education Technologies LLC (Contractor) hereby agree that the Contractor will hold Arlington Public Schools (APS) provided information, documents, data, images, records and the like (hereafter "Information") confidential and secure and to protect it against loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the Information of the APS, its employees, contractors, residents, clients, patients, taxpayers and property as well as Information that the APS shares with Contractor for testing, support, conversion or other services provided under APS (the "Work" or "APS Contract" as applicable) or which may be accessed through other APS owned or controlled databases (all of the above collectively referred to herein as "Information" or "APS Information").

In addition to the Data Security obligations set in the APS Contract, the Contractor agrees that it will maintain the privacy and security of the APS Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to APS Information for any purpose or by anyone unless expressly authorized. This includes but is not limited to Information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter "his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or that affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution (also collectively referred to herein as "Information" or "APS Information").

Contractor also agree that it will not directly or indirectly use or facilitate the use or dissemination of Information (whether intentionally or by inadvertence, negligence or omission verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Work. Contractor acknowledges that any unauthorized use, dissemination or disclosure of Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

The Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Work. If working on-site at the APS physical facility, Contractor shall coordinate closely with the APS Project Officer to ensure that its authorization to its employees or approved subcontractors to the physical facility is appropriate, tightly controlled and that such person/s also maintain the security and privacy of Information and the integrity of APS networked resources.

Contractor agrees to take strict security measures to ensure that Information is kept secure, properly stored, that if stored that it is encrypted as appropriate as of July 1, 2019, and, stored in accordance with industry best practices and otherwise protected from retrieval or access by unauthorized persons or unauthorized purpose. Any device or media on which Information is stored, even temporarily, will have strict security and access control. Any Information that is accessible will not leave the Contractor's work site, co-location datacenters, or cloud providers, or the APS' physical facility, if working onsite, without written authorization of the APS Project Officer. If remote access or other media storage is authorized, Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the APS, and connected to the APS network are secure and free of all computer viruses, or running the latest version of an industry standard virus protection or endpoint detection and response ("EDR") program where applicable. Contractor will ensure that all passwords used by its employees or subcontractors are robust,

protected and not shared. No Information may be downloaded except as agreed to by the parties and then only onto an APS approved device. Downloading onto a personally owned device is prohibited. Contractor agrees that it will notify the APS Project Officer promptly upon discovery, becoming aware or reasonably confident of any unauthorized disclosure of Information, security breach, hacking or other breach of this Agreement, the APS Contract, Contractor's security policies, or any other breach of Work protocols. The Contractor will fully cooperate with the APS to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees, if requested, and/or as required by law, to work with APS to promptly notify the affected individuals in the case of an actual breach.

Contractor agrees that all duties and obligations enumerated in this agreement also extend to its employees, agents or subcontractors who are given access to APS Information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by Contractor. Contractor agrees that it shall take all reasonable measures to ensure its employees, agents and subcontractors are aware of and abide by the terms and conditions of this Agreement and related data security provisions in the APS Contract.

It is the intent of this *Non-Disclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices are in place to ensure confidentiality, protection, privacy and security of APS Information and APS networked resources and to ensure compliance with all applicable local, state and federal law or regulatory requirements. Therefore, to the extent that this *Non-Disclosure and Data Security Agreement* conflicts with the APS Contract or with any applicable local, state, or federal law, regulation or provision, the more stringent APS Contract requirement, law, regulation or provision shall control.

At the conclusion of the Work, Contractor agrees to return all APS Information to the APS Project Officer. These obligations remain in full force and effect throughout the Work and shall survive any termination of the APS Contract.

Authorized Signature:  _____

Printed Name and Title: Greg Doran, Chief Financial Officer

Date: 9/30/2019

Attachment E

Contractor Certification Regarding Criminal Convictions

This form must be completed by an authorized official for any organization contracting to provide services under a contract with the Arlington Public Schools or any of its schools or departments, or any subcontractor under such contractor.

The completed form from the Contractor is a condition precedent to the award of the Contract.


As the official authorized to enter into this Contract on behalf of my organization, I certify that:

1. No employee of the organization who will be in direct contact with students on school property during regular school hours or during school-sponsored activities during the performance of this Contract has been convicted of a felony or of any offense involving the sexual molestation, physical or sexual abuse or rape of a child; and
2. As more particularly set forth in Virginia Code Ann. Section 18.2-370.4, no employee who has been convicted of rape, forcible sodomy or object sexual penetration, all of a child under 13, during the commission of abduction, in the course of entering a dwelling with intent to commit murder, rape, robbery, arson, larceny, assault and battery, or any felony, or of aggravated malicious wounding will enter upon the property of an existing elementary or secondary school in the performance of the Work; and
3. As more particularly set forth in Virginia Code Ann. Section 18.2-370.5, no employee who has been convicted of a sexually violent crime shall enter upon the property of any existing elementary or secondary school during school hours or during school-related or school sponsored activities in the performance of the Work.

I understand that a materially false statement regarding this certification is a Class 1 misdemeanor and that conviction of such misdemeanor shall result in the revocation of this Contract and of any related license that I may hold. I declare under penalty of perjury that the foregoing statements are true and correct.

Frontline Education Technologies, LLC

Name of Firm



Signature

1400 Atwater Drive

Malvern, PA 19355

Address of Firm

Greg Doran, Chief Financial Officer

Name and Title (please type or print)

610-722-9745

Telephone

9/30/2019

Date

Attachment F

Contract Terms and Conditions

1. CONTRACT DOCUMENTS

The Contract consists of the following documents: all of which are incorporated into and are part of the Contract, and which, in the event of a conflict, shall be given precedence in the order listed, with any Amendment or Modification having precedence over preceding provisions. In the event of a conflict within a Contract Document at the same level of precedence, that provision requiring the higher quality of performance or quantity shall prevail. In the event of a conflict which is not resolved by the foregoing, the Owner shall determine the provision having precedence.

- 1 Agreement #67FY19 and all modifications properly incorporated into the Agreement
- 2 Attachment A – Scope of Work
- 3 Attachment B – Fee Schedule
- 4 Attachment C – Certificate(s) of Insurance
- 5 Attachment D – Non-Disclosure and Data Security Agreement
- 6 Attachment E – Contractor Certification Regarding Criminal Convictions
- 7 Attachment F – Contract Terms & Conditions
- 8 Attachment G – Negotiated Items List
- 9 Attachment H – Master Services Agreement
- 10 Attachment I –
- 11 Frontline Customer Order Form

The following are incorporated by reference:

- 12 The Request for Proposal (RFP) documents, and
- 13 The Proposal Response from the Contractor

Where the terms and provisions of the Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of the Agreement shall prevail over the other Contract Documents.

The Contract Documents set forth the entire Contract between APS and the Contractor. APS and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this Contract which is not contained in the Contract Documents. The Contract Documents are referred to herein below as the “Contract.”

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (hereinafter the "Work"). The primary purpose of the Work is to obtain the services of a qualified Contractor to provide and implement the Work. The Work is more fully described in Attachment A. The Contract Documents set forth the minimum work estimated by APS and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work. The Contractor shall be responsible for providing the Work.

3. STANDARD OF CARE

In the performance or furnishing of services hereunder, the Contractor and all its agents, shall exercise the highest degree of skill and care normally accepted as practices and procedures by members of the same profession for provision of the Work.

4. RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall be responsible for the quality, technical accuracy, and the coordination of all deliverables and other services furnished by the Contractor under this Agreement. The Contractor shall,

without additional compensation, correct, or revise any errors or deficiencies that significantly affect the production environment, as raised by APS during the Contract Term and validated by the Contractor.

5. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

APS' review, approval, or acceptance of, or payment for, any services or deliverables required under this Contract shall not be construed to operate as a waiver by APS of any rights or of any cause of action arising out of the Contract. The Contractor shall be and remains liable to APS for the accuracy and competency of deliverables, plans, specifications, or other documents.

6. CONTRACT TERM

Time is of the essence. The Contract Term shall commence on the date the Purchasing Agent fully executes the Contract and shall terminate on June 30, 2020.

The Contract Term may be renewed, one (1) year at a time ("Renewal Contract Term"), at the sole discretion of APS, at any time prior to thirty (30) days following expiration of the Contract Term, and such Renewal Contract Term shall be effective immediately upon expiration of the latest Renewal Contract Term. APS shall have this right of renewal for up to but not more than six (6) Renewal Contract Terms, making a maximum of seven (7) Contract Terms.

7. CONTRACT AMOUNT

APS will pay the Contractor in accordance with the firm fixed price(s) shown in Attachment B – Fee Schedule. The firm fixed price shall include all of the Contractor's fees in performance of the Work under this Contract, including but not limited to, travel, overhead and profit. The firm fixed price(s) shall not be subject to change during the Contract Term.

8. PAYMENT

Contractor will be paid upon acceptance of the submission of a complete invoice satisfactory to the Project Officer which meets the requirements of this section and other applicable provisions of the Contract. APS will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the APS Project Officer. The number of the issued APS Purchase Order shall appear on all invoices.

Contractor will invoice implementation, services, and prorated recurring license fees based upon the payment dates in the Fee Schedule. Contractor agrees to invoice APS for Solution 5 Training (\$9,600) upon training delivery or on July 1, 2020, whichever is later.

9. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the APS Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington APS department requesting the Work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work under the Contract Documents.

10. ADJUSTMENTS FOR CHANGE IN SCOPE

APS may order changes in the Work within the general scope of the Work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the Work or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by APS and the Contractor. If the Contractor believes that any particular work is not within the scope of the Work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefore and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a Proposal complying with this paragraph has been submitted in the time specified above and

a written amendment has been signed by APS and the Contractor and an APS Purchase Order is issued covering the cost of the services to be provided under the amendment.

11. ADDITIONAL SERVICES

The Contractor shall not be compensated for any goods or services provided except those included in the Contract Documents and included in the Contract Amount unless those goods or services are covered by a written amendment to this Agreement signed by APS and the Contractor and an APS purchase order is issued covering the expected cost of such services.

- (a) APS may determine the need for additional work by the Contractor. Upon a request from APS, the Contractor shall prepare a cost Proposal for any such work. No Additional Services shall be performed unless a written amendment to this Agreement has been executed by both parties.

12. REIMBURSABLE EXPENSES

All expenses shall be included in the firm fixed price for provision of the Work for APS. APS shall not approve any request for reimbursement of travel-related expenses submitted by the Contractor.

13. REIMBURSABLE TRAVEL-RELATED EXPENSES

All travel-related expenses shall be included in the firm fixed price for provision of the Work for APS. APS shall not approve any request for reimbursement of travel-related expenses submitted by the Contractor.

Non-reimbursable Expenses: The following expenses are not allowable for reimbursement and should not be included in firm fixed price:

1. Alcoholic beverages
2. Personal phone calls
3. Self-entertainment activities (i.e. pay TV, movies, night clubs, health clubs, theaters, bowling)
4. Personal expenses (i.e. laundry, valet, haircuts)
5. Personal travel insurance (i.e. life, medical, or property insurance) for air fare or rental cars.
6. Auto repairs, maintenance and insurance costs for personal vehicles
7. Travel expenses incurred to obtain or maintain training and/or certificates that are not associated with an employee's job requirements.

14. PAYMENT OF SUBCONTRACTORS*

The Contractor is obligated to take one of the two following actions within seven (7) calendar days after receipt of amounts paid to the Contractor by APS for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from APS attributable to the work performed by the subcontractor under this Contract; or
- b. Notify APS and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from APS for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of APS. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

15. NON-APPROPRIATION*

All funds for payments by APS under this Contract are subject to the availability of an annual appropriation for this purpose by APS School Board. In the event of non-appropriation of funds by APS School Board for the goods or services provided under this Contract, or substitutes for such goods or services which are as advanced or more advanced in their technology, APS will terminate the Contract, without termination charge or other liability to APS, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) calendar days prior written notice, but failure to give such notice shall be of no effect and APS shall not be obligated under this Contract beyond the date of termination specified in APS's written notice.

16. APS PURCHASE ORDER REQUIREMENT*

APS purchases are authorized only if an APS Purchase Order is issued in advance of the transaction, indicating that the ordering school or department has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the order agency. APS will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by APS Purchasing Agent. Contractors providing goods or services without a signed APS Purchase Order do so at their own risk and expense.

17. REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL AND SUBCONTRACTORS

The key personnel and subcontractors submitted by the Contractor in its Proposal and thereafter accepted by APS are considered essential to the Contractor's qualifications. The Contractor may not replace, substitute or augment any key personnel or subcontractor without prior written approval of APS. A request to replace or substitute any key personnel or subcontractor for any reason, shall be provided to the APS Project Officer at least fifteen (15) calendar days in advance of such proposed replacement or substitution and the request shall contain sufficient justification, including identification of the proposed replacement or substitute and their qualifications, in sufficient detail to permit evaluation by APS.

Additionally, the Contractor shall not remove or replace the approved Project Manager without written approval of APS. In cases of the approved Project Manager's prolonged illness or other extended leave of absence, Contractor shall provide an interim Project Manager whose continued work on the Work shall be subject to approval by APS.

In the event of the Project Manager's resignation or termination from the Contractor's employment, the Contractor shall replace the Project Manager with an individual with similar qualifications and experience and only with APS' prior written approval.

18. PROJECT STAFF

APS has the right of reasonable rejection and approval of staff or subcontractors assigned to the Work by the Contractor. If APS reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to APS in a timely manner and at no additional cost to APS. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

19. SUPERVISION BY CONTRACTOR

The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall only employ on the Work persons reasonably proficient in the work assigned.

20. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED*

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontract or vendor.

21. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED*

In accordance with §2.2-4311.1 of the Virginia Code, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

22. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR*

During the performance of the Work pursuant to this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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 by APS in accordance with the Purchasing Resolution, the employees of which Contractor 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.

23. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

The Contract shall remain in force for the Initial Contract Term or any Renewal Contract Term(s) and until APS determines that all of the following requirements and conditions have been satisfactorily met: APS has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, APS shall

have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by APS in its discretion.

If APS determines that the Contractor has failed to perform satisfactorily, then APS will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect (“Cure Period”). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor’s failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by APS prior to such termination unless otherwise barred by the Contract (“Termination Costs”). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to APS Project Officer within fifteen (15) calendar days after the expiration of the Cure Period. APS may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If APS terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from APS to the Contractor (unless APS in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to APS for all costs incurred by APS after the effective date of termination, including costs required to be expended by APS to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to APS upon demand by APS. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to APS, and APS shall be entitled to recover, all damages to which APS is entitled by this Contract or by law, including, and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by APS to the Contractor under the Contract and all attorney fees and costs incurred by APS to enforce any provision of this Contract.

Except as otherwise directed by APS in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

24. TERMINATION FOR THE CONVENIENCE OF APS

The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in APS' best interest. Any such termination shall be affected by the delivery to the Contractor of a written notice of termination at least fifteen (15) calendar days before the date of termination, specifying the extent to which performance of the Work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by APS prior to such termination and any other termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

The performance of work under this Contract may not be terminated in whole or in part by the Procurement Agent for the convenience of APS during the Contract Term. The performance of work under this Contract

may be terminated in whole or in part by the Procurement Agent for the convenience of APS during any Renewal Contract Term. After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to APS; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

25. INDEMNIFICATION* (NOTE: Virginia does not permit the indemnification of others; cross indemnity provisions are not acceptable). The Contractor covenants for itself, its employees, and subcontractor to save, defend, hold harmless, and indemnify APS, and all of their elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "APS" for purposes of this section) from and against any and all claims made by third parties or by APS for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions or errors in performance or nonperformance of its work called for by the Contract Documents, whether such act or omission or error is attributable to Contractor, subcontractor, any material supplier, or anyone directly or indirectly employed by them, called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract.

If any action or proceeding relating to the indemnification required by this section is brought against APS, then upon written notice from APS to the Contractor, Contractor shall at Contractor's expense, resist or defend such action or proceeding by counsel approved by APS in writing, such approval not to be unreasonably withheld, but no approval of counsel shall be required where the cause of action is resisted or defended by counsel of any insurance carrier obligated to resist or defend same.

If, after Notice by APS, the Contractor fails or refuses to save, defend, hold harmless and/or indemnify APS, the Contractor shall be liable for and reimburse APS for any and all expenses, including but not limited to, reasonable attorney's fees incurred and settlements or payments made. The Contractor shall pay such expenses upon demand by APS and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

Contractor understands and agrees that it is Contractor's responsibility to provide indemnification to APS pursuant to this section. The provision of insurance, while anticipated to provide a funding source for this indemnification, is in addition to any indemnification requirements and the failure of Contractor's insurance to fully fund any indemnification shall not relieve the Contractor of any obligation assumed under this indemnification.

26. INTELLECTUAL PROPERTY INDEMNIFICATION*

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify APS, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by APS. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by APS, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse APS for any and all expenses, including but not limited to,

reasonable attorney's fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by APS and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

27. COPYRIGHT – INTENTIONALLY DELETED

28. OWNERSHIP AND RETURN OF RECORDS

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose APS' data or inputs.

The Contractor agrees that all APS data or inputs, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of APS' request for services under this Contract, are the exclusive property of APS ("Record" or "Records"), and all such Records shall be provided to and/or returned to APS upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of APS. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At APS' request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at APS's request, shall destroy all computer records created as a result of APS' request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract. No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

29. CONFIDENTIAL INFORMATION

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all APS information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, proprietary systems, addresses, dates of birth, other contact information or medical information about a person's, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

All student data is considered to be confidential under any resulting Contract as well as under the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g et seq., and any other federal or state statutes or regulations pertaining to student records, and will only be released in accordance with the applicable laws and regulations. Student data shall include all metadata, forms, logs, cookies, tracking pixels, user content, and Personally Identifiable Information (PII), Education Records as defined by the Family Educational Rights and Privacy Act ("FERPA"), and other non-public information relating directly to APS students. All student data received by the Contractor shall be maintained by the Contractor in a secure location, in accordance with the Student Data Usage and Privacy Agreement.

The Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of student data (whether intentionally or by inadvertence, negligence or omission verbally electronically, through paper transmission or otherwise), for any purpose other than that directly associated with its officially assigned duties pursuant to any resulting Contract. Contractor is aware that unauthorized use or disclosure of student data is prohibited and, in addition, may also constitute a violation of Virginia law (e.

g. the Government Data Collection and Dissemination Practice Act, formerly called the Privacy Protection Act, VA Code §2.2-3800 et seq., and the Secrecy of Information Act, VA Code §58.1-3, which may be punishable by a jail sentence of up to six (6) months and/or a fine of up to \$1,000,000.).

30. HIPAA COMPLIANCE – INTENTIONALLY DELETED

31. DATA SECURITY

The Contractor agrees that it shall hold all APS data obtained or accessed as a result of its work under this Contract confidential in accordance with the Nondisclosure and Data Security Agreement attached hereto. If individual employees or subcontractors of the Contractor are performing work under this Contract on APS-owned property, then such individual employees or subcontractors shall be required to sign a separate Nondisclosure and Data Security Agreement, which shall be incorporated by reference into this Contract, prior to performing any work or being allowed access to APS data.

The Contractor shall hold APS Information in the strictest confidence and comply with all applicable local, state and federal laws or regulatory requirements concerning data privacy and security. The Contractor shall develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted APS Information received from, created or maintained on behalf of APS and strictly control access to APS Information. For purposes of this provision, and as more fully described in this Contract and APS’s Non-Disclosure and Data Security Agreement (NDA), “APS Information” (also referred to as “APS Data” or “data”) includes, but is not limited to, electronic information, documents, data, images, and records including, but not limited to, financial records, personally identifiable information, Personal Health Information (PHI), personnel, educational, voting, registration, tax or assessment records, information related to public safety, APS networked resources, and APS databases, software and security measures which is created, maintained, transmitted or accessed to perform the Work under this Contract.

- (b) APS’ Non-Disclosure and Data Security Agreement (NDA). The Contractor shall require that an authorized Contractor designee, and all key employees, agents or subcontractors working on-site at APS facilities or otherwise performing non-incident work under this Contract, sign the NDA (attached as an Attachment D) prior to performing any work or permitting access to APS networked resources, application systems or databases under this Contract. A copy of the signed NDAs shall be available to APS Project Officer upon request.
- (c) Use of Data. The Contractor shall ensure that the Contractor’s, and its subcontractor’s, and/or their employees use, distribution, disclosure or access (“use”) to APS Information shall not occur in an unauthorized manner. Use of APS Information for other than as specifically outlined in this Contract is strictly prohibited, unless such other use is agreed to in writing by the parties.
- (d) Data Protection. The Contractor agrees that it will protect APS Information according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data, proprietary and/or confidential information. Upon request, the Contractor shall provide to APS a copy of its most recent third-party SOC II Type 2 audit report, on an annual basis.
- (e) Data Sharing. Except as otherwise specifically provided for in this Contract, the Contractor agrees that it shall not share, disclose, sell or grant access to APS Information to any third party without the express written authorization of the APS Chief Information Security Officer or designee.

- (f) Security Requirements. The Contractor shall maintain the most up to date anti-virus, industry accepted firewalls and/or other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact or store APS Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store APS Data into hard drives must provide data at rest encryption. Significant deviation from these standards must be approved by the APS Chief Information Security Officer or designee, the downloading of APS information onto laptops or other portable storage medium is prohibited without the express written authorization of the APS Chief Information Security Officer or designee.
- (g) Data Protection Upon Conclusion of Contract. Upon termination, cancellation, expiration or other conclusion of this Contract, the Contractor shall return all APS Information to APS unless APS requests that such data be destroyed. This provision shall also apply to all APS Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall complete such return or destruction not less than thirty (30) calendar days after the conclusion of this Agreement and shall certify completion of this task, in writing, to APS Project Officer. Noting that some APS Information may be retained in backups as necessary to comply with business or regulatory requirements, not to exceed a period of ten (10) years.
- (h) Notification of Security Incidents. The Contractor agrees to notify the APS Chief Information Officer and APS Project Officer within twenty-four (24) hours of the discovery of any unintended access to, use or disclosure of APS Information.
- (i) Subcontractors. To the extent the use of subcontractors is permitted under this Contract, the requirements of this entire section shall be incorporated into any subcontractor agreement entered into by the Contractor and any data sharing shall be compliant with these security and protection requirements and the NDA. In the event of data sharing, subcontractors shall provide to the Contractor a copy of their data security policy and procedures for securing APS Information and a copy of their disaster recovery plan/s.

32. ETHICS IN PUBLIC CONTRACTING*

This Contract incorporates by reference Article 9 of the Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq., and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

33. APS EMPLOYEES*

No employee of Arlington Public Schools, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise there from which is not available to the general public.

34. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

APS shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of APS that make performance impossible or illegal, unless otherwise specified in the Contract.

35. AUTHORITY TO TRANSACT BUSINESS*

The Contractor shall pursuant to Code of Virginia §2.2-431 1.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the sole option of APS.

36. RELATION TO APS*

The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered employees, servants or agents of APS. APS will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. APS will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, APS will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by APS for its employees.

37. ANTITRUST

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

38. REPORT STANDARDS

Reports or written material prepared by the Contractor in response to the requirements of this Contract or request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to APS, The Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All submittals must be in the required tabular format in a binder.
- Report covers / binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper should be avoided.

38. AUDIT

The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. APS or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term or any Renewal Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which APS does not have ready access) within five (5) years after final payment, the Contractor shall notify APS at least thirty (30) days prior to such disposal, and if APS objects, shall not dispose of the records.

39. ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of APS.

40. AMENDMENTS

This Contract shall not be modified except by written amendment executed by persons duly authorized to bind the Contractor and APS

41. ARLINGTON PUBLIC SCHOOLS PURCHASING RESOLUTION AND APS POLICIES*

Notwithstanding any provision to the contrary herein, no provision of the Purchasing Resolution or any applicable APS policy is waived in whole or in part.

42. DISPUTE RESOLUTION*

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the Work upon which the claim is based, whichever occurs first. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. Claims denied by the Project Officer may be submitted to APS Superintendent or designee in writing no later than sixty (60) days after final payment in accordance with the Purchasing Resolution.

The time limit for final written decision by APS Superintendent or designee in the event of a contractual dispute, as that term is defined in the Purchasing Resolution, is thirty (30) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference. A copy of the Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, APS Superintendent or designee, School Board, or a court of competent jurisdiction.

43. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION*

This Contract and the Work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

44. ARBITRATION

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

45. NONEXCLUSIVITY OF REMEDIES

All remedies available to APS under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to APS at law or in equity. APS' sole remedy shall be limited to the replacement, repair, or refund of defective Software or Work Product or re-performance of the Services, subject to the agreement of both parties.

46. NO WAIVER

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

47. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

48. NO WAIVER OF SOVEREIGN IMMUNITY*

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by APS pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of APS. The parties intend for this provision to be read as broadly as possible.

49. SURVIVAL OF TERMS

In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO APS; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; CONFIDENTIAL INFORMATION, AND DATA SECURITY AND PROTECTION.

50. HEADINGS

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this contract or a limitation on the scope of the particular section to which the heading refers.

51. AMBIGUITIES

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

52. NOTICES

Unless otherwise provided herein, all notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR: Mr. Scott Crouch
 Sr. VP Financial Operations
 1400 Atwater Drive
 Malvern, PA 19355

 Mr. Charles Solis
 PO Box 780577
 Philadelphia, PA 19178-0577

TO APS: Dr. Sue Sarber
 Supervisor, Professional Learning
 Arlington Public Schools
 2110 Washington Blvd.
 Arlington, Virginia 22204
 Solutions 2 & 5

AND Erin Wales-Smith
 Director or Talent Acquisition Management
 2110 Washington Blvd.

Arlington, Virginia 22204
Solutions 1, 3 & 4

AND David J. Webb, C.P.M.
Procurement Director/Procurement Agent
Arlington Public Schools
2110 Washington Boulevard,
Arlington, Virginia 22204

53. NON-DISCRIMINATION NOTICE*

APS does not discriminate against faith-based organizations.

54. INSURANCE REQUIREMENTS

The Contractor shall provide to the APS Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, rating of "B" or better and a financial size of "Class VII" or better in the latest edition of A.M. Best Co. The minimum insurance coverage shall be:

- a. Workers Compensation (if applicable)- Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers' liability with limits of \$100,000/100,000/500,000.
- b. Commercial General Liability - \$500,000 combined single limit coverage with \$1,000,000 general aggregate covering all premises and operations and including Personal Injury and Independent Contractors.
- c. Automobile Liability - \$100,000 per person / \$300,000 per accident.
- d. Errors and Omissions Liability - \$500,000 combined single limit coverage, \$1,000,000 general aggregate
- e. Cyber Liability Insurance – not less than \$500,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor and its subcontractors in this agreement and shall include, but not be limited to, claims involving, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, crisis management and notification expenses, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.
- f. Arlington Public Schools, its officers, elected and appointed officials, employees and agents, are to be named as additional insured under all coverages except Workers' Compensation and Automobile Liability, and the certificate of insurance, or the certified policy, if requested, must so state. The following definition of the term "APS" applies to all policies issued under the Contract: "APS School Board and any affiliated or subsidiary Board, Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board, Authority, Committee or Independent Agency is either a Body Politic created by the School Board of Arlington Public Schools, Virginia, or one in which controlling interest is vested in Arlington Public Schools".

- g. Cancellation - All insurance policies required by this Contract shall be endorsed to include (30) days' notice of cancellation endorsements providing written notice to the Purchasing Agent, Arlington Public Schools, Virginia as per the terms and conditions of the policies. If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and APS notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- h. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.
- i. Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of any deductible or self-insurance component applicable to the General Liability and Automobile Liability, or any other policies required herein, if any. APS reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, APS may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for APS.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Automobile Liability insurance, and Workers' Compensation insurance (if applicable) in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to APS immediately upon request by APS.

No acceptance or approval of any insurance by APS shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to APS for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to APS. The Contractor must also provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy of the insurance funding.

55. ACCESSIBILITY OF WEB SITE*

If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any APS websites, or APS' presence on other party websites, the Contractor shall perform such work in compliance with the requirements set forth in the U.S. Department of Justice document

entitled “Accessibility of State and Local Government Websites to People with Disabilities.” The document is located at: <http://www.ada.gov/websites2.htm>.

56. ARLINGTON COUNTY BUSINESS LICENSE

The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code. For further information on the provisions of this chapter and its applicability to this contract, contact the Arlington County Business License Division, Commissioner of the Revenue of Arlington, Virginia, Telephone Number (703) 228-3060.

57. FAILURE TO DELIVER

In case of failure to deliver goods or services in accordance with the contract terms and conditions, APS will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days. If the Contractor fails to cure within the period specified in the notice, APS, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which APS may have; provided that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a reduction in price to be determined solely by APS.

58. SUBCONTRACTS

The Contractor shall not enter into any subcontract with any subcontractor who has been suspended or debarred from doing federal, state or local government work for any reason.

The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the Work of subcontractors.

Nothing contained in this contract shall create any contractual relationship between any subcontractor and APS.

59. NON-ENDORSEMENT CLAUSE FOR CONTRACTS & AGREEMENTS

ARLINGTON PUBLIC SCHOOLS may be identified as a “Participant” in the Work with the following statement added: “This shall not constitute an endorsement of any products or services”. For further information, please contact the Arlington Public Schools School and Community Relations office.

60. ADVERTISING AND USE OF PROPRIETARY MARKS OR LOGOS

Contractor shall not use the name of Arlington Public Schools (APS) or any authorized user or refer to APS or any authorized user, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of APS or such authorized user. In no event may Contractor use a proprietary mark of APS or an authorized user without receiving the prior written consent of APS or the authorized user.

61. EXTENSION OF CONTRACT TERM

The APS Procurement Office, at its sole and absolute discretion, may extend the Contract Term or final Renewal Contract Term of the resultant Contract for a period of not more than six (6) months, unless specifically stated otherwise in the solicitation.

62. COOPERATIVE CONTRACT FOR USE BY OTHER PUBLIC BODIES

This procurement is being conducted by APS not only for its benefit but for the benefit of any other public body eligible to participate in use of the services herein solicited by means of cooperative procurement as provided by, and to the extent permitted by, §2.2-4304 of the Virginia Public Procurement Act.

63. CONTRACTOR PROHIBITED IN ASSISTING PERSON FOR NEW JOB IF ENGAGED IN MISCONDUCT WITH MINOR

As a condition of being awarded a Contract, or Contract Renewal, the Contractor acknowledges it is prohibited from assisting the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, in obtaining a new job if the Contractor knows or has probable cause to believe that the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, engaged in sexual misconduct regarding a minor or student in violation of law.

64. CONTRACTOR CERTIFICATION REGARDING CRIMINAL CONVICTIONS

As a condition of awarding a Contract for the provision of Work that requires the Contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, the Arlington School Board shall require the Contractor to provide certification that all persons who will provide such services have not (i) been convicted of a felony or of any offense involving the sexual molestation or physical or sexual abuse or rape of a child; (ii), as more particularly set forth in Va. Code Ann. Section 18.2-370.4 no person shall perform any part of the Work on the property of an existing elementary or secondary school who has been convicted of rape, forcible sodomy or object sexual penetration, all of a child under 13, during the commission of abduction, in the course of entering a dwelling with intent to commit murder, rape, robbery, arson, larceny, assault and battery, or any felony, or of aggravated malicious wounding; and (iii) as more particularly set forth in Va. Code Ann. Section 18.2-370.5, no person shall perform any part of the Work on the property of an existing elementary or secondary school during school hours or during school-related or school sponsored activities who has been convicted of a sexually violent offense. The Contractor certification covers its employees, its Subcontractors and the employees thereof.

The Contractor certification shall also cover its employees, its Subcontractors and employees thereof, assigned to the Work after Contract award. The Contractor, upon demand from APS, shall provide all information which allowed for the Contractor's certification

Attachment G

Negotiated Items List

Negotiations Items for Frontline

Request for Proposals (RFP) #67FY19 Human Capital Management System

Ac 1. Frontline shall participate as needed in an annual evaluation of the project to be completed by the APS Project Officer.

Ac 2. Frontline shall provide all developments and services associated with the end-to-end integration for the systems identified herein, including the cost of any system integration specialists / consultants. For integrations, APS Information Services role will be limited to being administrator to the Oracle HRIS, Synergy and Canvas systems and provide Frontline staff or Frontline-acquired consultants the necessary access to the non-production environments of these core APS systems, required to integrate them with the Frontline system. APS Information Services staff will also migrate the Frontline developed changes and approved by APS to the production environment of the above three (3) core APS systems. APS Human Resources Department staff will facilitate with providing business requirements and testing. All other work must be performed by Frontline as part of the resulting Contract. Frontline will rely on Frontline staff or Frontline-acquired consultants to ensure that the Oracle HRIS, Synergy and Canvas systems are setup properly to receive or give data to Frontline systems.

Frontline's Email Response 6.18.19

We are committed to the success of this important project with Arlington Public Schools. As requested, this is to confirm that Frontline will provide to APS those services identified under Negotiation Item No. 2 within the fee provided in its Proposal in response to RFP No. 67FY19.

Ac 3. Not used.

Ac 4. Frontline shall provide staff training under the conditions specified in the RFP 67FY19 for the daily rate of \$3,200 for the Contract Term and Contract Renewal Term 1. Frontline acknowledges that APS' projected demand for training in initial Contract Term is fifteen (15) days and this number is subject to change at the discretion of APS.

Ac 5. Not used.

Ac 6. Frontline has reviewed and agrees to Attachment F – Contract Terms and Conditions as negotiated and attached herein.

Ac 7. APS incorporates Frontline's Master Services Agreement and the Frontline Customer Order Form as Attachments H and I respectively to the Contract Documents. Frontline has reviewed and agrees to the Master Services Agreement and Frontline Customer Order Form as negotiated and attached herein.

sc 8. Not used.

sc 9. Not used.

sc 10. With a Contract Award date of July 18, 2019, Frontline guarantees it will meet the Go Live Dates for the Solutions outlined below:

Solutions	Go Live Dates
Solution 1 – Human Resources – Records Management (Contracts)	January 1, 2020
Solution 2 – Professional Learning - Registrant Tracking	November 1, 2019
Solution 3 – Human Resources Employee Absence Management Metrics/Reporting	November 1, 2019
Solution 4 – Human Resources – Talent Management: Recruitment/Onboarding	March 1, 2020
Solution 5 – Professional Learning – Content Library	July 1, 2020

sc 11. Frontline agrees permit APS designated system administrators with **read only access** to its system for a period of six (6) months after the Contract expires at no fee to APS.

sc 12. Frontline shall provide to APS the hourly rates of key staff assigned to the project as outlined in the Proposal submission. Hourly rates should be based on delivering additional services not specifically addressed in the Scope of the resulting Contract..

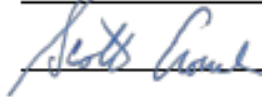
Hourly	\$175.00
Daily	\$3,500.00 (plus travel)

sc 13. Frontline agrees to Attachment B – Fee Schedule as attached.

ACKNOWLEDGEMENT AND AGREEMENT OF:

Organization: Frontline Technologies Group LLC
dba: Frontline Education

Title: VP Financial Operations

Authorized
Signature: 

Date: September 18, 2019

Printed Name: Scott Crouch

Attachment H

Master Services Agreement

This Master Services Agreement is made effective as of the date of the signature below (the “Effective Date”) by and between Frontline Technologies Group LLC dba Frontline Education, with an address at 1400 Atwater Drive, Malvern, PA 19355 (“Frontline”), and the customer identified below (“Customer”). Frontline and Customer are sometimes referred to herein, individually, as a “Party” and, collectively, the “Parties.”

By signing below, the Parties agree to be legally bound by the Terms and Conditions contained herein (the “Terms and Conditions”), including any exhibits, Order Form(s), Order Form Terms and Statements of Work (collectively, the “Agreement”). To place orders subject to this Agreement, at least one Order Form (as defined below) must be incorporated into this Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Statement of Work or any Order Form or any Order Form Terms and Conditions, the provisions of the Statement of Work or Order Form or Order Form Terms and Conditions, as applicable, shall govern, but only with respect to the services forth in the Statement of Work or that particular Order Form.

1. Software and Services.

- 1.1. Software. Subject to the terms and conditions set forth in this Agreement (including any Order Forms, Order Form Terms and Conditions and/or Statement of Work, Frontline hereby grants Customer a non-exclusive, non-transferable license to use the software identified on any Order Form (“Software”) and the technical manuals, instructions, user information, training materials, and other documentation that accompany the Software and contain its technical specifications, as may be amended from time to time (“Documentation”) solely for internal use by its then-current employees, contractors, agents, representatives and other end users authorized to use the Software on Customer’s behalf (collectively, “Authorized Users” or “End Users”) in the ordinary course of Customer’s business. Frontline shall provide any professional or other services set forth in an Order Form (“Services”). All rights, title and interest to the Software and any work product, deliverables or other materials provided by Frontline (“Work Product”) are expressly reserved and retained by Frontline or its licensors, including any program or other application that is designed to integrate and be used with the Software, whether or not developed independently by Frontline, and all improvements, modifications and intellectual property rights therein. Customer shall not, and Customer shall require any Authorized Users to not (a) transfer, assign, export, or sublicense the Software or Work Product except as specifically set forth herein, or its license rights thereto, to any other person, organization or entity, including through rental, timesharing, service bureau, subscription, hosting, or outsourcing the Software (whether or not such sublicense, hosting or outsourcing is by Customer or for Customer); (b) attempt to create any derivative version thereof; (c) remove or modify any marking or notice on or displayed through the Software, Work Product or Documentation, including those related to Frontline’s or its licensors’ proprietary rights in and to the Software, Work Product or Documentation, as applicable; or (d) de-compile, decrypt, reverse engineer, disassemble, or otherwise reduce same to human-readable form. Without limiting the foregoing, Customer may not sublicense, outsource or otherwise grant access to the Software to any third party vendor without Frontline’s prior written consent, including any third party host of the Software for Customer. Frontline shall have the right (but not the obligation) to monitor Customer’s and its Authorized Users’ use of the Software to confirm Customer’s and its Authorized Users’ compliance with the terms of this Agreement.
- 1.2. Authorized Users. The total number of Authorized Users will be limited to the numerical or category limitations set forth in an Order Form, if any. Customer acknowledges and agrees that, depending on the specific Software provided by Frontline to Customer and/or the category of Authorized User, Authorized Users may have different access and usage rights to the Software. Customer shall ensure that Authorized Users comply with the terms and conditions of this Agreement with respect to access and use of the Software and any acts or omissions of such Authorized Users with respect to the same will be deemed acts or omissions of Customer for which Customer will be responsible on a joint and several basis. Customer is solely responsible for approving and provisioning any and all usernames and passwords assigned to or adopted by Customer’s Authorized Users in connection with use of the Software. Customer is responsible for all activities that occur as a result of the use of such usernames and passwords. Customer will notify Frontline promptly of any unauthorized use of such usernames and passwords or any other breach of security known to Customer.
- 1.3. Order Forms. Customer may place orders for the Software and Services by entering into a mutually agreed Order Form, which shall become a part of this Agreement and be attached hereto as Attachment J. Unless an Order Form states otherwise, each Order Form is independent of each other Order Form (but each Order Form is a part of and relevant to this Agreement).
- 1.4. Software Administrator; Maintenance Windows. At all times, Customer must have an employee who is a subject matter expert (SME) for each Frontline product. If the SME ceases to serve as such, Customer shall promptly provide written notice to Frontline and have another employee designated as a SME, at Customer’s expense. Frontline shall provide Customer with assistance regarding the use of the Software during the hours of 6:00 A.M. – 6:00 P.M. Frontline may perform system maintenance and/or software updates periodically upon advanced notice to Customer. However, due to extenuating circumstances, Frontline may, at times, need to perform maintenance without the ability to provide advance notice.
- 1.5. Customer Content. The Software and Services may enable Customer and its Authorized Users to provide, upload, link to, transmit, display, store, process and otherwise use text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in applicable laws), audio, video, photographs and other content and material in any format (collectively, “Customer Content”) in connection

with the Software and Services. Customer hereby grants to Frontline a non-exclusive, royalty-free license to reproduce, display, distribute, modify, prepare derivative works of and otherwise use the Customer Content for the purpose of providing the Software and otherwise performing its obligations and exercising its rights under this Agreement. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of the Customer Content. Customer shall not be responsible for compromises to the quality, integrity, legality, reliability, appropriateness and ownership of Customer Content in instances of security breach of Frontline system. Frontline shall be solely responsible for restoring any Customer Content that is corrupted or otherwise compromised as a result of a security breach to the Frontline system. Frontline will act as a data processor, and will act on Customer's instruction concerning the treatment of Personal Data provided in connection with the Software and Services, as specified in the Order Form. Customer shall provide any notices and obtain any consents (including consent of any parent or guardian for any minor) related to Customer's use of the Software and receipt of the Services and Frontline's provision of the Software and Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data. Customer acknowledges and agrees that it must properly enter data, information and other Customer Content and configure settings within the Software in order for the Software to operate properly. Customer shall verify the accuracy of any of the Customer Content, forms, workflow and configuration settings entered on the Software. Frontline shall not have any liability arising from the inaccuracy of scoring, completeness, use of or reliance on the information contained in the extract of data from any Software or Services under this Agreement. Frontline shall be solely responsible for the accurately integrating the content it extracts and imports as a result of system integrations. Customer assumes the sole responsibility for the selection of the Software and Services to achieve Customer's intended results, the use of the Software and Services, and the results attained from such selection and use. Customer represents and warrants that it is the owner of the Customer Content, or has obtained permission for such use from the owner of the Customer Content, including evaluation frameworks and/or rubrics uploaded into the Software. As to any content or data made available to Frontline, Customer represents that it has notified and obtained consent from all necessary persons (including parents, students, teachers, interns, aides, principals, other administrative personnel, and classroom visitors), and has taken all other actions that may be necessary to ensure that use of the products, services, or related materials provided or produced hereunder complies with all applicable laws and regulations as well as school or district policies.

1.6. Integration.

Frontline shall provide all developments and services associated with the end-to-end integration for the systems identified herein, including the cost of any system integration specialists / consultants. For integrations, APS Information Services role will be limited to being administrator to the Oracle HRIS, Synergy and Canvas systems and provide Frontline staff or Frontline-acquired consultants the necessary access to the non-production environments of these core APS systems, required to integrate them with the Frontline system. APS Information Services staff will also migrate the Frontline developed changes and approved by APS to the production environment of the above three (3) core APS systems. APS Human Resources Department staff will facilitate with providing business requirements and testing. All other work must be performed by Frontline as part of the resulting Contract. Frontline will rely on Frontline staff or Frontline-acquired consultants to ensure that the Oracle HRIS, Synergy and Canvas systems are setup properly to receive or give data to Frontline systems.

Customer may, at Customer's discretion and with or without Frontline's assistance, integrate or otherwise use the Software in connection with third party courseware, training, and other information and materials of third parties ("Third Party Materials") and Frontline may make certain Third Party Materials available in connection with the Software and Services. Customer acknowledges and agrees that (a) Frontline is authorized to provide the Customer Content to a specified third party or permit such third party to have access to the Customer Content in connection with Third Party Materials; and (b) Frontline does not control and is not responsible for, does not warrant, support, or make any representations regarding (i) Third Party Materials (ii) the Customer Content provided in connection with such Third Party Materials, including a third party's storage, use or misuse of the Customer Content; or (iii) Customer's uninterrupted access to Third Party Materials. Customer understands that the use of the Software may involve the transmission of the Customer Content over the Internet and over various networks, only part of which may be owned or operated by Frontline., and that Frontline takes no responsibility for data that is lost, altered, intercepted, or stored without Customer's authorization during the transmission of any data whatsoever across networks not owned or operated by Frontline. If Customer engages Frontline to assist in Customer's integration or use of the Software with Third Party Materials, you authorize Frontline to access and use such Third Party Materials in connection with such assistance and you represent and warrant that you have the rights necessary to grant such authorization.

1.7. Hosting. The Software will be hosted by an authorized subcontractor (the "Hosting Service Provider") that has been engaged by Frontline and shall only be accessed by Customer on websites, using Customer's computers. As part of the Services, the Hosting Service Provider shall be responsible for maintaining a backup of the Customer Content. The Hosting Service Provider is an independent third party not controlled by the Frontline.

1.8. Customer Responsibilities. Customer understands and agrees that (a) Customer shall have sole responsibility for administering access security (e.g. the granting of rights to Customer's users); (b) Customer shall review any calculations made by using the Services and satisfy Customer that those calculations are correct; and (c) if Customer uses the Services for reimbursement or payment from Medicaid and other government agencies, Frontline shall have no responsibility, and Customer shall have sole responsibility, to submit information and claims for such reimbursement or payment. Frontline does not warrant that the Services, or the results derived therefrom, will meet Customer's requirements, or that the operation of the Services will be uninterrupted or error free, except as provided in Section 2 of the Contract Terms and Conditions. Customer is solely responsible for obtaining and maintaining, at its own expense, all hardware, software and services needed to use the Software, including any and all servers, computers, and Internet access services. In connection with the performance of the Services, Customer shall provide Frontline's personnel with all such cooperation and assistance as they may reasonably request, or otherwise may reasonably be required, to enable Frontline to perform its obligations (including the provision of the Services), and exercise its rights, under and in accordance with the terms and conditions of this Agreement.

2. **Invoicing and Payment. [Intentionally Deleted].**

3. **Warranties and Disclaimers.**

3.1. Mutual. Each Party represents and warrants that the Party's execution, delivery, and performance of this Agreement (a) have been authorized by all necessary action of the governing body of the Party; (b) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any agreement to which the Party or any of its assets may be subject; and (c) are not subject to the consent or approval of any third party. Customer represents and warrants on behalf of itself and any of its Authorized Users that it has the full legal right to provide the Customer Content and that the Customer Content will not (a) infringe any intellectual property rights of any person or

entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of failure to obtain consent to provide Personal Data or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement, including school or district policies; or (c) constitute disclosure of any confidential information owned by any third party.

3.2. **Software Warranties.** Frontline represents and warrants that (a) the Software will perform substantially in accordance with the specifications set forth in the then-current Documentation and (b) the Services will be performed in a professional and workmanlike manner. The foregoing warranty will not apply (i) if Customer is in default or breach of any of its obligations under this Agreement, or (ii) to any non-conformance of the Software, Work Product or Services due to (A) Customer's failure to permit the installation/implementation of any update, upgrade or release provided by Frontline, (B) Customer's negligence, abuse, misapplication or misuse of the Software (including Customer's failure to operate the Software in accordance with Documentation), or (C) Customer's use or operation of the Software in or with any technology (including any software, hardware, firmware, system or network) not approved in writing by Frontline. In the event of a non-conformance of the Software, Work Product or Services, reported to and verified by Frontline, Frontline will make commercially reasonable efforts to correct such non-conformance. Customer's sole remedy is limited to the replacement, repair, or refund, subject to the parties' mutual agreement of defective Software or Work Product or re-performance of the Services. Notwithstanding the foregoing, any Third Party Materials shall be subject only to such third party terms and any warranties therein. Frontline agrees to cooperate in providing Customer information pertaining to any third party terms and warranties upon request.

3.3. **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, FRONTLINE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY ASPECT OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FRONTLINE AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS WILL BE UNINTERRUPTED, OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS.

4. Confidential Information; Privacy.

4.1. [Intentionally Deleted]

4.2. **Privacy.** Frontline understands that its performance of the Services may involve the disclosure of student personally identifiable information ("**Student PII**") (as defined in the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99) ("**FERPA**") by the Customer to Frontline. Frontline agrees that it will not use or re-disclose Student PII except in compliance with and all applicable state and federal laws, including FERPA. Customer acknowledges that Frontline is a "school official" with a legitimate educational interest in receiving Student PII under FERPA and Frontline agrees that it will comply with the requirements of 34 C.F.R. § 99.33 regarding its use and re-disclosure of Student PII.

4.3. **Data Security.** Frontline will utilize commercially reasonable administrative, technical, and physical measures designed to maintain the confidentiality and security of Confidential Information and Student PII submitted by Customer. Customer understands and agrees that no security measures can be 100% effective or error-free and understands that Frontline expressly disclaims (a) any warranty that these security measures will be 100% effective or error-free or (b) any liability related to the confidentiality and security measures utilized by third parties.

5. Indemnification [Intentionally Deleted]

6. **Limitations of Liability.** OTHER THAN THE FEES, CHARGES AND EXPENSES PAYABLE PURSUANT HERETO, IN NO EVENT SHALL EITHER PARTY (OR IN THE CASE OF FRONTLINE, ITS LICENSORS) BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING LOST PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OR NON-USE OF THE SOFTWARE, WORK PRODUCT OR SERVICES. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL FRONTLINE'S (OR ITS LICENSORS') TOTAL LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EXCEED THREE TIMES (3X) THE TOTAL AMOUNT OF FEES OWED TO FRONTLINE HEREUNDER DURING THE RESPECTIVE CONTRACT TERM IN WHICH THE EVENTS GIVING RISE TO SUCH CLAIMS OCCURRED. Each Party acknowledges and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material, bargained for provisions of this Agreement and that fees and consideration payable hereunder reflects these disclaimers and limitations.

7. Term and Termination. [Intentionally Deleted]

8. District Ordering. [Intentionally Deleted]

9. General. [Intentionally Deleted]

Attachment I

Frontline Customer Order Form

This Order Form and any software, downloads, upgrades, documentation, service packages, material, information, or services set forth herein are governed by the terms of the Contract 67FY19 as amended (the "Agreement"). BY SIGNING BELOW OR OTHERWISE ACCESSING, VIEWING, OR USING ANY SOFTWARE, DOWNLOADS, UPGRADES, DOCUMENTATION, SERVICE PACKAGES, MATERIAL, INFORMATION, OR SERVICES SET FORTH HEREIN, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES TO THE ORDER FORM TERMS (the "Order Form Terms") ATTACHED HERETO AND THE AGREEMENT INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME.

Proactive Recruiting Order Form Terms and Conditions

1. Proactive Recruiting, accessed at the URL www.teachers-teachers.com or any successor (referred to as "Proactive Recruiting") is a web-based service where employers (such as, but not limited to, schools or school districts) can advertise to and communicate with a database of individuals and prospective employees (such as, but not limited to, prospective teachers or administrators) ("Prospective Employees"). The terms and conditions set forth below govern the Customer's and its representatives' use of the Proactive Recruiting website and services and are legally binding on the Customer.
2. Information pertaining to Prospective Employees and other individuals found through Proactive Recruiting is confidential and will not be shared with anyone by Customer outside of the Customer. The Customer will not distribute, disclose or transfer such information to third parties unless compelled to by law.
3. Notwithstanding anything to the contrary in these terms and/or any other agreements between the parties, as between the parties, Frontline owns all right, title and interest in and to any and all individual Prospective Employee (and or any other individuals') profile data and resume data, whether or not created or updated via the Proactive Recruiting services, including, without limitation, via Teachers-Teachers.com and/or K12jobspot.com.
4. The Customer will not provide services in competition with or substantially similar to the services provided by Frontline.
5. The Customer understands that Frontline does not screen or verify any information provided by the individuals listed on its website. Therefore, the Customer is responsible for conducting its own search into the background, qualifications and credentials of any Prospective Employee it chooses to hire. The Customer will use the Teachers-Teachers service in compliance with all applicable laws.
6. The Customer is prohibited from taking any action to circumvent or attempt to circumvent the security and access control provisions of Teachers-Teachers.com. The Customer acknowledges that it may not:
 - a. Provide false or misleading information on Teachers-Teachers.com or to Frontline.
 - b. Use Teachers-Teachers.com to violate any applicable law or regulation, or violate the privacy or publicity rights of any other person.
 - c. Post any information that is abusive, defamatory, discriminatory, hateful, obscene, vulgar, sexually-orientated, threatening, or otherwise objectionable.
 - d. Harass, stalk, or otherwise subject any user of Teachers-Teachers.com and/or its services to unwanted and/or inappropriate contact.
 - e. Post any position or business opportunity which requires payment from the applicant/Prospective Employee or requires recruitment of other individuals, sub-distributors or sub-agents such as a multi-level marketing scheme, pyramid scheme, franchise or distributorship arrangement.
 - f. Use Teachers-Teachers.com and/or its services and/or its materials for any purpose other than to identify Prospective Employees for employment opportunities.
 - g. Make any changes, additions and/or deletions to any submissions posted by any user without the express written authorization of such other user.
 - h. Intentionally expose Teachers-Teachers.com and/or its services to any computer virus or any other program or code intended to disrupt or disable to operations of the website or its services.
 - i. Use any robot, spider or other program or device to retrieve or index any portion of the Teachers-Teachers.com website.
 - j. Harvest or otherwise collect information about users for any purpose other than use of Teachers-Teachers.com and/or its services as expressly permitted herein.