REQUEST FOR PROPOSALS

LEARNING MANAGEMENT SYSTEM

RFP No. 012.15.B1

To All Interested Firms:

The Howard County Public School System requests your proposal for learning management system as outlined in this Request for Proposals (RFP) No. 012.15.B1 for the Board of Education of Howard County, MD.

Bid documents may be obtained on **Wednesday, August 27, 2014**, at the Howard County Department of Education, Purchasing Office, 10910 Clarksville Pike, Ellicott City, MD 21042 or online at www.hcpss.org/about-us/purchasing/current-bids.

The Purchasing Office's contact for this project is Mr. Douglas Pindell, dpindell@hcpss.org, (410) 313-6722.

Reponses shall be submitted as outlined in the RFP marked **"Learning Management System", "RFP No. 012.15.B1"**, to the Howard County Department of Education, Purchasing Office, 10910 Clarksville Pike, Ellicott City, Maryland 21042 no later than **September 10, 2014 at 3:00 P.M.** Late bids will not be accepted. It is the bidder's responsibility to insure that bids are delivered to the Purchasing Office prior to the scheduled closing time.

The Board reserves the right to waive any informalities in, or to reject any or all bids.

Certified Minority Business Enterprises are encouraged to respond to this solicitation notice.

Please return the attached PROPOSAL REPLY FORM if your firm does not bid this project. This form may be faxed to (410) 313-6789.

Douglas Pindell
Purchasing Director

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM
10910 Clarksville Pike
Ellicott City, Maryland 21042

NO BID REPLY FORM

Sealed Bid For: Learning Management System

RFP Number: **012.15.B1**

Offeror:

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below. This information will not preclude receipt of future invitations unless you request removal from the Bidders' List by so indicating below. This form may be faxed to (410) 313-6789.

Unfortunately, we must offer a "No Bid" at this time because:

           1.   We do not wish to participate in the bid process.

           2.   We do not wish to bid under the terms and conditions of the Request for Sealed

           3.   We do not feel we can be competitive.

           4.   We cannot submit a bid because of the marketing or franchising policies of the

           5.   We do not wish to sell to The Howard County Public School System. Our

           6.   We do not sell the item(s)/service(s) requested in the specific specifications.

           7.   Other:

           8.   We wish to remain on the Bidders' List.

           9.   We wish to be removed from the Bidders' List for the above stated commodity.

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

REQUEST FOR PROPOSAL

FOR

Learning Management System (LMS)

Request for Proposal

No. 012.15.B1

The Howard County Public School System

10910 Clarksville Pike

Ellicott City, Maryland 21042

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1   GENERAL

The Howard County Public School System (HCPSS) is soliciting competitive sealed proposals to furnish a Learning Management System (LMS) to include, but not limited to, provisions of the stated software, training, administration, maintenance and required support for installation and implementation. Contract shall be performed in accordance with the Solicitation documents noted herein.

1.1   SCOPE OF CONTRACT

The Howard County Public School System (HCPSS) is requesting proposals from qualified firms with an enterprise K-12 commercial-off-the-shelf (COTS) Learning Management System (LMS) and the services to install, configure, design, integrate, and provide support, administration, maintenance, and training in accordance with this Request for Proposal (RFP).

1.2   PURPOSE

HCPSS is committed to strategically supporting personalized learning for students and staff. HCPSS will be procuring a new, fully integrated LMS to support our learning strategy, which is built around the integration of curriculum, instruction, and assessment. Our commitment to job-embedded learning will occur in the context of professional learning communities. This RFP includes purchase of an off-the-shelf software package, customization, system integration, training, and support. The LMS will be utilized to manage the administration, delivery, tracking and reporting of blended learning, to report student progress, and to develop and deliver curriculum and assessments. The LMS implementation will focus on three goals aligned with the HCPSS strategic plan, *Vision 2018: Fulfilling the Promise of Preparation:*

1.   Expand access to learning through blended instruction. (1.3.2; 1.3.3)
2.   Leverage technology and digital content to assess student performance. (1.5.1; 1.6.2)
3.   Provide staff opportunities to work collaboratively and interdependently through professional learning communities. (2.1.6; 2.2.4)

The goal of the LMS is to provide a collaboration tool to more effectively engage learners as teachers share content, push tasks to students, and provide individualized instruction. The LMS will allow teachers, students, administrators and parents to assess and track performance. At a minimum, the LMS should:

a) Organize curriculum and provide a repository for ease of access to content for staff;
b) Facilitate a process for approval of curriculum and revision of curriculum content;
c) Provide a lesson planning platform;
d) Facilitate collaboration and sharing between staff to leverage previous work;
e) Enable multiple approaches for instruction of individual concepts;
f) Link to standards and enable tracking of progress toward individual mastery of each standard (both assessed and non-assessed skills, summative and formative assessments);
g) Provide an assessment platform for multiple assessment methods;
h) Assist with identification of students requiring personalized learning and manage customized instruction;

i)   Support access to blended instruction alternatives using technology to meet individual student learning needs;
j)   Enable student and parent access to assignments;
k)   Facilitate staff development and professional learning communities (PLCs); and
l)   Support Student Learning Objective (SLO) tracking and reporting.

1.3   BACKGROUND

HCPSS is soliciting competitive proposals to select a contractor knowledgeable and experienced with a proven record in the installation and execution of a COTS LMS system capable of managing the curricular needs of the school system. In addition, the RFP envisions a centralized systemic product that provides appropriate and secure access. The proposed product is to interoperate with other information systems in the school system, and provide a robust and secure environment to meet local, state, and federal data collection and reporting requirements. This means it must be flexible to meet the current and future needs of the school system, and must be user configurable to allow HCPSS to write modifications, add improvements, fix problems, and generally enhance the product.

HCPSS currently has approximately 52,000 students in 75 schools and is located between the metropolitan areas of Baltimore, Maryland, and Washington, DC. For more information on the Howard County Public School System, please visit http://www.hcpss.org/aboutus.

Offerors to this solicitation are encouraged to review the data contained in HCPSS' website for a better understanding of HCPSS, its organization and management, and the services it provides.

1.4   SUBMITTAL QUALIFICATIONS

Offerors may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed, or regularly engaged in performing the services on which they are replying to the Proposal, and in both cases maintain a regularly established place of business. An authorized representative of HCPSS may visit any prospective Offeror's place of business to determine its ability, capacity, reliability, financial stability, and other factors necessary to perform the contract.

HCPSS reserves the right to require that the Offeror demonstrate that it has the skills, equipment and other resources to satisfactorily perform the nature and magnitude of work necessary to complete the project within the proposed contract schedule and can provide the maintenance and support of the product in the out years.

Offerors and any associated subcontractors to this solicitation must meet the following qualifications:

a)   Be an established software company for the past five (5) years implementing a product similar to requirements in this RFP.
b)   Provide a response that offers a commercial-off-the-shelf (COTS) product already developed and previously implemented.

c) Have existing personnel experienced in disciplines that would enable efficient implementation of the LMS, identification of critical reporting needs of HCPSS stakeholders, and seamless integration with existing systems.

d) Have direct experience with state and local government practices, procedures, laws, and regulations; with emphasis on the state of Maryland Public School Laws §5-112.

e) Have direct experience in large-scale software implementation for local government or school systems.

f) Produce results through activities and methodologies in accordance with state-of-the-art practices; and accredited, certified, and/or in accordance with usual and customary practices, and others as may be applicable.

g) Are legally allowed to do business in the state of Maryland.

h) Be able to provide 24 x 7 customer support.

2 OFFEROR INSTRUCTIONS

The objectives of HCPSS efforts are to implement a LMS that supports the requirements in this RFP. The implementation scope and schedule will be consistent with the affordability and manageability constraints acceptable to HCPSS.

2.1 SCHEDULE OF PROCUREMENT EVENTS

Date*	Event
August, 2014	Issuance of RFP
September, 2014	Further Evaluation of Final Candidates, Oral Presentations of Final Candidates. Potential product evaluation dates are 9/11 and 9/12.
October, 2014	Contract Execution (or as soon thereafter as practical)

The above dates are subject to change. See invitation notice for specific dates.

2.2 PRE-SUBMISSION CONFERENCE

No pre-submission conference will be held for this request for proposal. In the event that HCPSS does elect to make changes, an addendum will be issued and posted on the HCPSS Purchasing website. Offerors are encouraged to visit the website frequently to keep up with updates and addenda.

2.3 DEADLINE FOR SUBMISSION OF RESPONSES

To be considered, submittals must be received in the issuing office the date and time specified on the invitation notice of this RFP. See Section 2.6 of this RFP for delivery address. HCPSS prefers direct delivery. However, courier delivery services are acceptable, but the responsibility remains with the Offeror.

2.4 RIGHT TO AMEND, MODIFY OR WITHDRAW RFP

HCPSS reserves the right, in their sole discretion, to amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a Contract, if it is in the best interest of HCPSS BOE to do so. The decision of HCPSS shall be administratively final in this regard.

2.5 WRITTEN QUESTIONS AND OFFICIAL RESPONSES

Inquiries concerning this RFP must be in writing and received by the Issuing Office specified in Section 2.6 no later than the date and time specified on the invitation notice of this RFP. HCPSS will make every effort to provide a timely, written response to questions. Telephone inquiries will not be accepted. Questions may be submitted by email. Responses to inquiries of a general nature will be distributed to all entities. Responses to inquiries of a specific nature will be provided only to the requester. HCPSS reserves the right, in its sole discretion, to determine whether a request is of a general or specific nature. If an Offeror discovers any ambiguities, conflicts, discrepancies, exclusionary specifications, omissions, or other errors in this RFP, Offeror must immediately notify the Issuing Office. If an Offeror fails to so notify the Issuing Office, such Offeror submits a response at its own risk and under such conditions. If such Offeror is awarded a contract, then it is not entitled to additional compensation, relief, or time by

reason of the error or its later correction. Areas of conflict that do not receive the specific written acceptance of HCPSS shall be resolved in favor of the solicitation documents.

2.6   ISSUING OFFICE

HCPSS Purchasing Office is the Issuing Office and the sole point of contact for the RFP. HCPSS Purchasing Office is the only office authorized to clarify, modify, amend, alter, or withdraw the specifications, terms, and conditions of this RFP and any contract awarded as a result of this RFP. All communications concerning this Request for Proposal must be addressed to:

> Douglas Pindell
> Purchasing Office
> Howard County Public School System
> 10910 Clarksville Pike
> Ellicott City, MD 21042
> Phone: (410) 313-6722
> Fax: (410) 313-6789
> Email: Douglas_Pindell@hcpss.org

2.7   CLARIFICATIONS AND ADDENDA

Should a Offeror find discrepancies in the RFP documents, or should they be in doubt as to the meaning or intent of any part thereof, they must, no later than three (3) days (Saturdays, Sundays and holidays excluded) prior to the RFP due date, request clarification in writing (written emails from the Offeror's office are acceptable) from the Issuing Office, who will issue a written Addendum as necessary to the RFP. Failure to request such clarification is a waiver to any claim by the Offeror for expense made necessary by reason of later interpretation of the RFP documents by HCPSS. Requests shall include the RFP number and title.

Oral explanations or instructions will not be binding; only written Addenda will be binding. Any Addenda resulting from these requests will be posted to the website. The Offeror shall acknowledge the receipt of all addenda on the Proposal Pricing Sheet (Attachment F).

2.8   OPEN RECORDS

Following the award and execution of the Contract, responses to this RFP are subject to release as public information unless HCPSS has determined that parts of the submittal are confidential. It is recommended that Offerors consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. If an Offeror believes that a submittal or parts of a submittal is confidential, then the Offeror must so specify. The Offeror must stamp, in bold red letters, the term "CONFIDENTIAL" on that part of the submittal that it believes to be confidential. The Offeror must submit in writing specific detailed reasons, including any relevant legal authority, stating why it believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. All submittals and parts of submittals that are not marked as confidential will be automatically considered public information after the Contract is awarded and fully executed. The successful

submittal may be considered public information even though parts are marked confidential. Copyrighted submittals are unacceptable and will be disqualified as non-responsive.

2.9 TIME

The times stated in this document refer to the Eastern Time Zone. Unless otherwise stated in this document, the applicable time deadline will be 3:00 p.m. on the date specified on the RFP invitation notice. HCPSS' regular office hours are 8:30 a.m. to 4:30 p.m., Monday through Friday, except for holidays.

2.10 COPIES

Offerors must submit one (1) signed original, five (5) copies and five (5) electronic (CD/DVD or flash drive) copies of their submittals. Offerors must include copies of Offeror's cost proposals in their submittal. By making a submission, Offerors acknowledge that HCPSS may make copies for internal and evaluation purposes.

2.11 LATE PROPOSALS

Proposals received in the Office of Purchasing after the date and time prescribed shall not be considered for contract award.

2.12 PERIOD THAT PROPOSALS REMAIN VALID

Each Offeror agrees that proposals shall remain firm for a period of one hundred and twenty (120) calendar days after the date specified for receipt of proposals.

2.13 OBLIGATIONS OF HCPSS

HCPSS shall pay no costs or other amounts incurred by any entity in responding to this RFP or prior to the effective date of the contract entered into for the services provided. HCPSS reserves the right, in their sole discretion, to select qualified responses to this RFP without discussion of responses with Offerors. HCPSS reserves the right to reject any or all submitted responses. All submittals will become property of the HCPSS official procurement files, and will be available for public inspection.

2.14 OFFEROR OBLIGATIONS

Qualified Offerors are invited to submit responses in accordance with this RFP. Submittals must address all specifications. The Offeror will be liable, both individually and severally, for the performance of all obligations under the contract, and will not be relieved of non-performance of any subcontractor.

Although not detailed in this document, HCPSS reserves the right to negotiate a contract amendment with the Offeror after award for additional services that may be required.

2.15 ORAL PRESENTATION

Offerors selected may be required to present individual presentations to HCPSS representatives in order to clarify their response.

2.16 MULTIPLE/ALTERNATIVE PROPOSALS

Offerors may submit more than one (1) response. Offerors may submit an alternative to this RFP.

2.17 PROPOSAL RESPONSE ACCEPTANCE

HCPSS reserves the right to accept or reject any and all Proposal responses, in whole or in part, received as a result of this RFP or to waive minor irregularities, in any manner necessary, to serve the interest of The Board of Education. HCPSS further reserves the right to award in full, make multiple awards, partial awards, or to make no award at all.

2.18 OPENING PROCEDURES

During the period of evaluation, no Offeror shall contact any member or employee of HCPSS concerning the Proposal award. Such action may result in the Offeror's Proposal response being removed from evaluation and rendered non-responsive.

2.19 ERRORS IN PROPOSALS

Failure of the Offeror to thoroughly understand all aspects of the issued Proposal, will not act as an excuse to permit withdrawal of their Proposal Response nor secure relief or plea of error. Neither law nor regulation makes allowance for errors of omission on the part of the Offerors.

3 **PROGRAM SUMMARY**

3.1 SYSTEM ARCHITECTURE

The architecture must provide the Central Office and all schools of HCPSS with the ability to collect the required data and provide access to the collected data. The primary architecture should be a centralized, user-friendly (Graphical User Interface) software system accessible through web page compliance (W3) standards along with cross-browser support (Internet Explorer Version 8, Safari Version 5, Firefox Version 7, Chrome Version 15) with the data hosted by HCPSS.

3.2 CURRENT STATE

3.2.1 Computer & Server Hardware and Operating System Infrastructure

The HCPSS is a hybrid environment for desktop computers and laptops (Windows and Macintosh OS X). The current desktop computer configuration includes Windows 7 SP1 and Macintosh OS X 10.5 with plans for migration to Windows 8 and Macintosh OS 10.7.

For supported server environments, HCPSS runs Windows 2003 and 2008, OS X 10.5, Red Hat Linux, HP-UX, and Apache Tomcat and IIS web servers to handle critical student information as well as business systems. HCPSS has implemented a Microsoft Active Directory Services architecture that is used for all network and some system authentications. Currently supported databases include Oracle, mySQL and Microsoft SQL Server.

3.2.2 Local Area Network (LAN) Configuration

The HCPSS has a very robust network infrastructure. All hard-wired access devices connect at a minimum of 100mpbs per second switched. 1gbps connectivity is available upon request. The network switching architecture includes 3Com, HP, and Cisco LAN switches. VLANs and firewall technology have been deployed as part of the overall network security plan.

The HCPSS just completed the deployment of wireless connectivity throughout the district. All classrooms, offices, meeting and common areas are equipped with Aruba wireless products to meet this need. Aruba Airwave and Clearpass solutions have been deployed to enable HCPSS staff to provision and manage wireless services accordingly. The wireless network is connected to the wired network with UTP with a minimum speed of 100MB.

3.2.3 Wide Area Network (WAN) Configuration

Comcast's Ethernet Network Services ("ENS") HCPSS uses Comcast as a data communication service to provide for data connectivity between remote school locations and central office. Comcast ENS provides 1GBps bandwidth from each remote site over a fiber optic network. Remote locations connect to two 1GBps handoffs at HCPSS Central Office.

Verizon's Switched Ethernet Service EMS HCPSS uses Verizon as a data communication service to provide for data connectivity between remote school locations and central Office. Verizon provides 100MBps bandwidth from each remote site over a fiber optic network. Remote locations connect to two 1GBps handoffs at HCPSS Central Office.

      a) Access Rates: Comcast 1GBps; Verizon 100mbps

b) ENS Equipment Types: HCPSS uses one type of equipment for ENS. Juniper routers are located at each remote location. Routers at remote locations are connected to the central core routers (Cisco 6509) at the HCPSS Central Office. These devices are connected to the LAN via 1000BaseT network switches.

3.2.4   Communication Systems
The following requirements describe the communications systems which operate on the HCPSS network and strategies which would need to be compatible with the Offeror's product:

a) Email Service. HCPSS uses Microsoft Exchange 2010 for all corporate email communications.

b) Content Syndication: Provide their data as feeds that are accessible via HTTP. Usual content structures are RSS, iCal for events, or custom (though documented) XML or JSON structures.

c) JavaScript Widgets/ iFrames: The system provides an iframe or JavaScript widget that can be loaded into another public application.

d) An External REST-ful Application Programming Interface (API): An API means that we could write programs that could read/write data or call methods against the Offeror's product using defined JSON or XML structures.

e) WebHooks: WebHooks are extensibility points inside the Offeror's product that allow specific URLs to be triggered when events happen within the system. (i.e. A student gets added to the system and the system calls a specific URL for subsequent actions.)

f) Plugins/Internal API: The product has an internal, documented API that allows custom developed modules to run within it and safely access data.

g) Content Syndication, JavaScript Widgets/ iFrames, and External REST-ful Application Programming Interface (API) are all accessible via HTTP and a standard and secure programmatic authentication mechanism.

3.2.5   System Interfaces
HCPSS currently maintains several information systems to manage data analysis and reporting needs, including but not limited to:
System Interfaces

a) Inroads(Current Data ware house) – In-house developed data warehouse used for assessments like MSA, HSA, SAT and ACT, school improvement plans, program tracking such as Gifted Talented (GT), Fountas & Pinnell, High School bridge plans, and MMSR (Maryland Model for School Readiness Data). Inroads also provides state reporting and maintains historical assessment data from 2005 forward. Student data is automatically pushed from Aspen to Inroads nightly.

1) Oracle, Hosted In-House, Data Movement: Inbound Data from Aspen

b) Aspen a Follett product - current Student Information System - collects and reports student demographic, enrollment, attendance, conduct, course, and transcript data. Includes grade book and family/student portal tools.

    Current : Oracle, Hosted In-House.

Synergy (an Edupoint product) - future Student Information System, collects and reports student demographic, enrollment, attendance, conduct, course, and transcript data. Includes grade book and family/student portal tools.

Future : MS SQL Server, Hosted In-House.

c) TieNet – Document special education plans and meetings. Student demographic data is pushed to Tienet from Aspen every 20 minutes.

    1) Version 13.1.1.12, SQL, Hosted, Data Movement: Inbound Data from Aspen.

d) Naviance – Guidance counseling, College planning application students use to manage college application submissions and reporting SAT, PSAT, and ACT test scores. Data is manually imported.

    1) SQL, Hosted, Data Movement: Manual.

e) Open Data Wizard (ODW) – Used to track the graduation requirements for all high school students. Student and transcript data is pushed nightly to ODW.

    1) SQL, Hosted In-House, Data Movement: Inbound Data from Aspen.

f) Aspen Accounts – Used to create student accounts in Aspen and parent account creation.

    1) SQL, Hosted In-House, Data Movement: Manual.

g) IFAS Business Plus (Sungard) – Management system for financial and employee data.

    1) Version 7.7.2, Oracle, Hosted In-House, Data Movement: Inbound.

3.3 LEARNING MANAGEMENT SYSTEM

The LMS system features that are expected, at a minimum, are listed below.

a) The system must be accessible through a web browser and optimized for viewing on a mobile device.
b) The system must be accessible through a mobile interface (App).
c) The system must provide the ability to easily search and harvest vetted open educational resources from multiple websites.
d) The system must be able to manage a full range of content type including images, videos, audio clips, PDFs, .zip files, Word Documents etc. End-users must be able to submit work through multiple means of representation through text, image, video, and audio.
e) The system must be able to tag content to align with Common Core Standards or district curriculum expectations and outcomes
f) The system must be able to tag content to state and national curriculum standards
g) The system must have a simple and intuitive layout with minimal clicks to access materials.
h) The system must provide, or integrate, a central repository that allows for content to be organized in a hierarchical structure.

i) The system must provide testing tools for creating assessments with learning games, multimedia, and other interactive tools such as polls and provide automated scoring options.

j) The system must allow the end user (teachers and students) to be able to communicate and assess through multiple formats such as video response, audio note taking, and interactive commenting.

k) The system must provide in-depth data gathering and reporting on learning outcomes based on configurable rubrics, and allows for longitudinal analysis of cohorts as well as individuals.

l) The system must have open standards incorporated wherever appropriate to provide as many options as possible with no proprietary components that require separate licensing.

m) The system must provide access to content that integrates well with interactive tools.

n) The system must possess application programming interface (API) capabilities.

o) The system must possess and provide school interoperability framework (SIF).

p) The system must provide tools for authoring portable and supported media-rich content, importing content, drag-and-drop interfaces, as well as uploading rich content types such as podcasts, video clips, etc.

q) The system must integrate with the District's Student Information System (SIS) by providing windows for assignment completion, options for multiple attempts in assignments, and the re-scoring of activities.

r) The system must allow for intuitive and one-step embedding from outside content.

s) The system must support the creation and delivery of alternate assessments.

t) The system must provide for limited storage of student files, but should permit school-level LMS administrator to expand storage limits for special cases (Video Production, Graphic Design program students, etc.). Recommended minimum is 1 gigabyte.

u) The system must allow for feedback on curriculum from teachers for curriculum review and action, and sharing of resources inputted by teachers for peer and curriculum office review. The system must have interoperability with the district's content curriculum management system.

v) The system must have firm migration tools with sufficient documentation to allow for migration of existing courses.

w) The system must provide a framework for diverse storage and use strategies, from public, private and shared workspaces, to subscription-based content (e.g., podcasts and feeds) to archival content.

x) The system must provide archival tools that support automatic backup of completed courses with student submissions and discussions intact. Instructors have full access and control of completed courses.

y) The system must provide a high level of flexibility for the use of email (asynchronous by roster, individual or group) as well as instant messaging, chat and threaded discussions within the confines of the HCPSS Responsible Use of Technology and Social Media Policy.

z) The system must provide secure file drop-boxes and shared folders for file exchange among students as well as instructors and allow for bulk downloads of attached files.

aa) The system must provide the hierarchy to support sections within a single course so that course content is shared among sections. Instructors can define sub-groups of students which then link to separate content repositories and tools.

bb) The system must contain a full-featured e-portfolio tool that provides for gathering, review, and presentation of work products to support any e-portfolio strategy (resume, learning, tenure, etc.). Reporting tools allow for individual, departmental or institutional assessments. Should also include opportunities for mentors to provide feedback. Allow for re-submission or artifacts, and the ability for students to publish to a public presentation link. Students should be able to export the e-portfolio to an industry-standard format.

cc) The system must provide a hierarchical and flexible component for anonymous evaluations at course, department and institutional level for either summative or formative purposes. Includes item pools, templating, announcements, reminders, and tools to easily target different audiences.

dd) The system must provide a collaborative calendar with pop-up announcements. Release of course content and assessments can be easily scheduled for student access.

ee) The system must be able to design and produce own content with appropriate versioning and workflow controls.

ff) The system must allow newly discovered content to be re-aggregated and re-purposed to create new learning pathways.

gg) The system must allow users to rate and comment on content items to increase visibility and use.

hh) The system must allow for curriculum managers to approve assessments/assessment items written by a teacher

ii) The system must allow for pre-loaded assessment items that align with PARCC.

jj) The system must have the ability to tag assessments/assessment items by unit, author, approver, school, grade, learning standard, keyword, and school.

kk) The system must have the ability for students to take an assessment online (via multiple devices) and get immediate feedback/results

ll) The system must have the ability for teachers to grade an assessment online (via multiple devices).

mm) The system must integrate assessment results with the Edupoint Synergy Student Information System Gradebook functionality.

nn) The system must allow for remote syncing to devices that may not have an active connection to the Internet for remote use. Then provide re-syncing once an active connection is re-established.

3.4 IMPLEMENTATION SCHEDULE

Project Milestone	Due Date
Contract Award	September-October 2014
Installation and System Set Up	October - November 2014
System Customization	December 2014 - January 2015
Acceptance Testing	January 2015
Integration	March 2015
Pilot and Training	April - June 2015
Learning Management System Release	July 2015

*Dates listed are due dates. Tasks can be completed earlier, but no later than due date listed above.

Offeror shall adhere to the timeframe for implementation of the LMS depicted in the table above.

3.5 SYSTEM PERFORMANCE

All environments needs to be fully operational 24 hours a day, 7 days a week, 365 days a year; excluding time allowed for system upgrades and maintenance tasks. Performance bottlenecks and system problems will be identified by the Offeror via remote monitoring procedures and resolved within 24 hours. In the event of a full system outage, HCPSS expects the system restored to full capacity within 2 hours. In the event of a planned outage, Offeror must notify HCPSS LMS Project Manager 7 days in advance.

Response times – The system must support a minimum of 4000 simultaneous users with consistent system response times and no noticeable degradation of performance. System performance must be optimized to accept, process, retrieve and display information in a manner that is comparable to or better than current service levels. Benchmarks expected include:

a) The system must have the ability to include HCPSS logos, headers, footers, and electronic signatures on reports as needed.
b) The system must return report requests in 30 seconds or less or alert the user if report requests will exceed 30 seconds.
c) The system must have the ability to display report status for report requests (e.g. request date/time, request status, report name etc.)
d) The system must provide users with Mail Merge functionality to create forms, emails, letters, address labels, and envelopes.

3.6 REMOTE SYSTEM MONITORING

3.6.1 Locally Hosted Solution – Remote System Monitoring
Offer's presenting local hosted solution (Hosted in HCPSS Site):

Offeror will provide system management resources for computer server management, data storage, data management, and backup services. All monitoring will be performed remotely. Offeror will designate a primary administrator with the responsibility for the administration of the system. Offeror will designate a secondary administrator in the event the first administrator is not available. HCPSS shall be notified if the person serving as the system administrator

changes. The system administrator shall use a checklist, tailored to HCPSS, to be used as the guideline for daily, weekly, and monthly monitoring. The primary administrator will remotely access the HCPSS system on a daily basis for the purpose of monitoring and evaluating system status/performance and to complete any outstanding administrative tasks required for effective utilization of the system. Typical daily tasks would include verification of the health of the system, previous night's backup, screening error logs, monitoring of disk space utilization, and clearing idle processes. Logs of these tasks being performed and backup logs will be sent to HCPSS weekly at a minimum. The primary administrator will respond to requests from the client contact to resolve system problems or perform administrative functions. Requests may be either verbal or electronic. System down time due to a failure of administrative duties will result in a penalty refund of service agreement fees. The system will be maintained including server hardware, software and database, backup server to which database backups are stored including tape management and disaster recovery site. The following maintenance tasks will be performed:

Daily:

> 1) Monitor previous night's backups and continuous logs.
> 2) Monitor system performance and throughput.
> 3) Perform nightly full backup of all HCPSS LMS databases.
> 4) Perform differential system backups (system/software and related data files which have changed since the last full system backup).
> 5) Perform transactional log back ups.
> 6) Provide automated daily reporting of monitored statistics and logs with digital signature of review and approval of system performance. Logs must be maintained for 1 year and be kept secure location in compliance with this RFP.
> 7) Provide immediate alerts for pre-defined exception conditions.

Weekly:

> 1) Perform full backups including delivery to off-site storage location, to include:
>> a) 5 Nightly backups
>> b) 4 Weekly backups
>> c) 12 Monthly backups
>> d) End of school year and September 30 backups kept on a permanent basis
> 2) Check space in file systems.
> 3) Check WAN/LAN statistics, including performance and fault monitoring.

As necessary:

> 1) Perform operating system software upgrades.
> 2) Perform software upgrades on all environments.
> 3) Keep system current with security packages.
> 4) Restore databases as identified by HCPSS.
> 5) Perform database maintenance.
> 6) Data refreshes to non-production environments as needed.

3.6.2 Cloud Based Solution – Remote System Monitoring
Offeror's presenting cloud based solution (not locally hosted):

Please address your system monitoring capabilities. Include all that is addressed above.

3.7   SYSTEM AND COMPONENT ACCESS
Offeror/implementer should provide complete system administrator access to all the components of the system including but not limited to all server, application code, database access, database components, and hardware and software components. Offeror/Implementer should provide guidelines to HCPSS staff to make changes to the user-defined fields, tables and columns.

Note: Offerors proposing a cloud solution will be allowed an exception to provide system administrator access to the cloud hosted server.

3.8   DATA INTEGRATION COMPONENT (On going)
The system should possess process to import and export data on a daily and on an as-needed basis from other system like student information system.

The data integration process should be schedulable.

The data integration process should possess data cleansing steps to ensure data quality. This must take place prior to the data being loaded into the LMS system.

The data cleansing steps should follow industry standards and should allow HCPSS personnel to add additional business rules.

The data integration process must provide the following audit trail information/artifacts:
- Activity logging
- Error handling
- Data validation
- Data load failure/error reporting

The data integration process should discard bad and/or ambiguous data but store them for future analysis and reporting.

3.9   PRODUCT IMPLEMENTATION
Offeror shall implement the LMS as described in the Implementation Schedule. Offeror shall inform the HCPSS LMS Project Manager when the product is ready to be tested. Following the pilot installation and testing, HCPSS shall conduct a 30-day evaluation period to test the system in a real environment as proposed herein. HCPSS will notify Offeror in writing by the end of the 30-day period, whether the subject pilot is accepted, or whether further modifications are required. If modifications are required and HCPSS determines these modifications to be essential in nature, the 30-day evaluation period to test the system will be repeated as described herein above.

3.10 HARDWARE INSTALLATION

3.10.1 Locally Hosted Solution: Hardware
Offer's presenting local hosted solution (Hosted in HCPSS Site):

All Hardware purchased should be installed and functional in HCPSS data centers. The hardware purchased (procured) for the system implementation should consider all growth factors, such as increases in application functionality, growth with respect to the years of data held, growth with respect to an increase in the number of schools and students. All hardware procurement should have a minimum five year warranty. The Offeror must provide all installation instructions of the systems (application and database) to HCPSS staff; installation instructions should include screen shots of the installation steps, or videos, or detailed document procedures (if scripts are used they must be included and tailored for the HCPSS system).

The Offeror recommends the desired hardware for the project. Offeror must provide three levels of system configuration: minimum, optimal and maximum configuration. HCPSS will decide the hardware configuration and upon mutual agreement with the Offeror, HCPSS will procure the hardware. Offeror is responsible for installing the operating system and security software. The Offeror is responsible for installing the application and database. HCPSS will provide the required space, power, AC and bandwidth in the HCPSS data centers.

3.10.2 Cloud-Based Solution: Hardware
Offer's presenting cloud based hosted solution (Hosted in Offeror's site):

Please provide your hardware system details in alignment with requirements above.

3.11 PROFESSIONAL LEARNING SERVICES
Comprehensive and quality training and support is critical to the success of this project. Offeror shall provide technical support staff on-site training to operate, maintain, and effectively utilize each purchased module of the LMS in the course of their daily activities. The Offeror shall conduct onsite user training which appropriately precedes the Implementation Schedule noted above. Primary users include both clerical and professional staff with varied levels of technical experience. Each employee participating in training shall receive an abbreviated instruction booklet for desktop use, and instruction on the use of the product manual(s) or on-line help. Training shall be by group and if deemed necessary by HCPSS, on an individual basis. Follow-up training is on an as needed, as requested basis.   The Offeror should outline professional learning communities of practice (user communities) that support the learning management system.

Offeror may propose different training approaches than what is requested above.

3.12 PRODUCT DOCUMENTATION
The Offeror must provide HCPSS with copies of the most current version of all documentation supporting the software. This documentation will provide all information needed for use, management, and operation of the products associated with the proposed solution. When

deemed appropriate by HCPSS, this documentation may be provided online. This documentation includes, but is not limited to:

      a)   Structure/Architecture;
      b)   Security procedures and capabilities;
      c)   Back-up, recovery, and disaster recovery procedures;
      d)   Installation Procedures;
      e)   System Administration Manual;
      f)   End User Manual
      g)   Tutorials;
      h)   Mapping Documents

3.13 SYSTEM INTEGRATION TESTING

a)   The successful Offeror will provide all system integration testing which HCPSS requires to support. System integration must be performed on all system components to accurately define the product's solution capabilities and limitations. The tests must be performed in collaboration with HCPSS staff.

b)   Prior to the deadline for full implementation of the entire system, Offeror shall perform a full load response time test and provide a final written document on the test results to be reviewed and approved by HCPSS. The successful Offeror will also include simulations to verify the load and performance capabilities of the solution to support 4000-plus simultaneous users. The mechanism for testing this load performance should be delivered as part of the product for continuous system monitoring by HCPSS staff.

3.14 OFFEROR PERFORMANCE AND ACCEPTANCE TESTING

a)   The successful Offeror will perform acceptance testing throughout the implementation phase of the project. Testing windows must be included in the project plan. The HCPSS project manager will work collaboratively with the Offeror to refine the testing timeline.

b)   The successful Offeror will demonstrate, through the testing process that the proposed product/solution works and meets all the functional requirements.

c)   Results of acceptance testing will be documented and reported to the HCPSS Project Manager during the course of the project.

d)   HCPSS shall be responsible to evaluate the system immediately following Offeror's notification that the LMS has been properly installed and tested in accordance with the schedule specified herein. HCPSS's testing of the system shall not be more than 30 days. At the end of such time, HCPSS shall provide a written report of its acceptance or rejection of the system being tested. Any rejection shall document deficiencies found that caused the rejection and must be rectified. Once the corrections have been made, HCPSS reserves the right to conduct the test again repeating the steps found above.

3.15 MAINTENANCE

Maintenance fees provided in the Price Proposal Form shall remain firm for a 5-year period commencing upon expiration of the warranty period. Maintenance shall be billed by the Offeror

on an annual basis and shall include all updates/upgrades required by Federal and Maryland State mandates. Any software fixes or changes to LMS shall be available for download to HCPSS personnel. Upon expiration of the initial term, or upon its earliest termination as provided herein, the HCPSS reserves the right to re-solicit or to extend Maintenance services for two (2) additional one (1) year periods this contract and the services described and/or included in this RFP, at its sole option.

3.16 TECHNICAL SUPPORT

The Offeror will propose and describe all types of support they offer. Offeror shall provide full support for the product for a minimum of ten (10) years from the date of final acceptance by HCPSS. Offeror shall provide user telephone support for designated HCPSS personnel. The Offeror's second line support shall be available 24 hours per day, seven days per week. The telephone number shall be a toll free user support hot line. In the event that the help desk cannot resolve the problem via a telephone call, a service call shall be coordinated by the Offeror at the expense of the Offeror.

3.17 LOCATION

Primary implementation activities will be performed at the HCPSS Board of Education and throughout Howard County. The HCPSS Board of Education is located at:

Howard County Public School System
10910 Clarksville Pike
Ellicott City, MD 21042
Training and maintenance activities may be conducted throughout Howard County, Maryland.

3.18 PERFORMANCE-BASED MILESTONES

HCPSS will make partial payments based upon Offeror completion and HCPSS LMS Project Manager approval of Performance-Based Milestones (PBM's). Offeror shall notify HCPSS LMS Project Manager in writing upon completion of each PBM through inclusion in the Offeror's Monthly Project Progress Report. The notification shall include any supporting documentation and objective evidence of milestone completion. The HCPSS LMS Project Manager will either approve the PBM completion or, if the PBM is determined to be incomplete, provide feedback on missing requirements needed for approval. If, in HCPSS's review, further modifications to the product are required, it shall be done immediately upon written notice by HCPSS of those deficiencies. Payments may be withheld until all identified deficiencies are corrected and the system is accepted by HCPSS. HCPSS shall not withhold acceptance unreasonably.   Billings for anticipated future work to be completed will not be accepted.

The Performance-Based Milestones are defined as the following:

3.18.1 LMS Performance Based Milestones:

ID#	PBM Description	% of Contract
PBM-D1	Offeror Implementation Plan Approval by HCPSS	5 %
PBM-D2	Business Requirement Document, System Requirements Specification, Data Conversion Plan, and Functional Specification Document Approved by HCPSS (includes Business System Map and Field Mapping Interface Document)	5 %
PBM-D3	Data Conversion 100% Completed	15 %
PBM-D4	System Validation Test Completed	25 %
PBM-D5	Critical Reporting Verification	10 %
PBM-D6	Professional Teaching Staff, Administrator, Data Staff, and Developer Training Conducted	10 %
PBM-D7	All Environments Deployed and Operational including Disaster Recovery and Back Up Infrastructure	5 %
PBM-D8	All System Documentation Delivered	5 %
PBM-D9	Final Acceptance Test Completed and Report approved by HCPSS	20 %

3.19 OFFEROR RESPONSIBILITIES

The Offeror shall provide complete design, development, delivery, implementation, installation, and testing of proposed LMS as required herein and proposed in Offeror's Technical Approach, as well as on-site support during all phases of the contractual obligations. All software proposed shall be licensed in perpetuity to HCPSS. Offeror shall support the software proposed for a minimum of ten (10) years from the date of HCPSS final acceptance.

HCPSS's requirements for this software are for all locations within the school system. Offeror's licensing of the subject software shall include HCPSS's right to copy for HCPSS use only.

3.19.1 Offeror Project Resources

Offeror shall provide only qualified staff to be assigned to this project. The Offeror will provide staff experienced in implementing this software to adequately achieve the program schedule described within this RFP.   At a minimum, the Offeror should provide full-time onsite senior technical staff from the start of implementation through the project completion. The Offeror shall provide detailed resumes of personnel to be assigned to the HCPSS project including any pertinent certifications and years of experience in the development, use and management of the proposed LMS. Each team member may be virtually interviewed (via web or telephone) by HCPSS as part of the evaluation process. HCPSS reserves the right to refuse staff provided by the Offeror. No changes to assigned staff are allowed without HCPSS prior approval. HCPSS can extend the duration of any team member or request a team member replaced, for the benefit of the project.

Offeror will provide the following staff with the listed skill sets and functional roles:

3.19.1.1 Senior Technical Staff

The Offeror will provide a senior technical person onsite at HCPSS during implementation who will be responsible for all technical aspects of the project, gathering system requirements, performing custom configurations, data management, system and performance optimization testing and coordinate between HCPSS and Offeror's technical staff. Offeror's senior technical person will be required to work onsite 35 hours a week from the project start to the project completion.

3.19.1.2 Administrator

For the life of the contract, the Offeror will provide an Administrator located at the Offeror's site post-implementation to address all hardware, software, and performance issues and perform maintenance tasks as outlined in the Remote System Monitoring section.

3.19.2 Meeting Requirements

Progress meetings are considered to be an essential part of this contract. Minimally, the Offeror's key project staff assigned to HCPSS implementation shall attend a kick-off meeting, monthly progress meetings, draft completion report presentation meeting, and final completion report presentation meeting, with the HCPSS Director of the Office of Data Management or designee. For the aforementioned meetings, the Offeror's technical support representative is the only Offeror staff member who needs to be physically present. In addition, Offeror shall anticipate that their attendance is required when the final report is presented to the Board of Education (Board). Presentation to the Board may require more than one meeting at their discretion.

3.19.3 Offeror's Site

HCPSS reserves the right to visit Offeror's site for an impromptu meeting with those assigned to the contract for the purposes of viewing the progress of the work.

3.20 HCPSS RESPONSIBILITIES

3.20.1 LMS Project Manager

Before the start of implementation, HCPSS will appoint an employee who will serve as the LMS Project Manager, to whom the Offeror shall address project communications. The role of the LMS Project Manager is to provide direction of staff working on the project as well as direction, communication guidelines, and procedures for reporting to management and leadership within the school system. This person will be dedicated to the project. The following responsibilities should be noted:

a) Resolve deviations and changes from the contract caused by HCPSS, employed contractors, or the awarded Offeror.
b) Perform all staff management and assignment of HCPSS personnel.
c) Gain the participation and commitment of HCPSS staff.
d) Work with the Offeror's staff to administer change control.
e) Communicate concerns specific to the award Offeror's performance or employees of the awarded Offeror to prevent project delays.

f) Provide all assistance deemed reasonable and necessary to help the successful Offeror address the obligations specified herein as it relates to current HCPSS operations, documentation, required information and assistance.

3.20.2 Access to Schools

HCPSS shall facilitate the reasonable access to schools and data centers for the purposes of training and performing on the contract.

3.21 CONTRACT PERIOD

A contract is anticipated to be executed on October 1, 2014. Implementation will begin once the contract is executed. The service shall begin upon the execution of an agreement soon after award. Once awarded, the Contract shall remain in force and effect for a period not to exceed three (3) years and is subject to available funding.

4 SUBMITTAL FORMAT

4.1 INTRODUCTION

By submitting a signed submittal, an Offeror represents that it fully understands this RFP and will abide by its terms and conditions, including those appearing as Section 6 to this RFP and the HCPSS Standard Contract that appears as Attachment A to this RFP. Exceptions, amendments, or deviations from this RFP should be presented at the pre-submittal conference in writing. Unauthorized exceptions, amendments, or deviations in the response may result in disqualification of the submittal.

Submittals must be organized as described in Section 4.2 below. Submittals not organized in this manner are subject to disqualification. Conciseness and clarity of content are emphasized and encouraged. Vague and general submittals will be considered non-responsive and disqualified. Submittals must be complete; failure to include all required information may result in disqualification. Submittal pages must be numbered and contain an organized, paginated table of contents corresponding to the sections and pages of the submittal.

It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the HCPSS's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.

4.2 GENERAL ORGANIZATION OF SUBMITTAL CONTENTS

Offerors intending to respond to this RFP should submit a Proposal Reply Form (Attachment I) at the earliest date possible.

Submittals must be organized as follows:

a) Transmittal Letter
b) Executive Summary
c) Table of Contents
d) Offeror Identifying Information (See Attachment C)
e) Subcontractor Information
f) References (See Attachment D)
g) Management Team – Offeror (See Attachment E)
h) Technical Proposal
i) Price Proposal (See Attachment F)
j) Equal Employment Opportunity Practices Statement (See Attachment G)
k) Statutory Affidavit And Non-Collusion Certification & Proposal Signature Sheet (See Attachment H)
l) Completed Evaluation Criteria Matrix for SIS and/or Data Warehouse product (See Attachment J)
m) Letter of Intent to Sign HCPSS Standard Contract (See Attachment A) or Detailed Description of exceptions, deviations or additions to the HCPSS Standard Contract

4.2.1   Transmittal Letter

Offerors must submit with their submittals a transmittal letter that identifies the entity submitting the submittal, all principals, and includes a commitment by that entity to provide the services required by HCPSS. The transmittal letter must state that the submittal is valid for 120 days from the deadline for delivery of submittals. Any submittal containing a term of less than 120 days for acceptance from this deadline will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind Offeror to the representations in the response. Offeror also must indicate, in its transmittal letter, why it believes it is the most qualified Offeror to provide the requisite services.

The transmittal letter must include a statement of acceptance of the terms and conditions as specified in Section 6 of this RFP and of the contract resulting from this RFP (a copy of the HCPSS Standard Contract appears as Attachment A. If an Offeror takes exception to any of the proposed terms and conditions stated in Section 6 or the Standard Contract that appears as Attachment A of this RFP, those exceptions must be noted in the transmittal letter.

4.2.2   Executive Summary

Offerors must provide an executive summary of their submittals and represent that Offerors' submittals address all of the requirements of this RFP. The executive summary must represent a full and concise summary of the contents of the submittal. The executive summary must not include any information concerning the cost of the submittal. Offerors must identify any services that are provided beyond those specifically requested. If Offeror is providing services that do not meet the specific requirements of this RFP, but in the opinion of Offeror are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, failure to provide the services specifically required may result in disqualification of the submittal. The executive summary should summarize the background of the firm and its specific accomplishments in the LMS area. This shall include specific reference to providing quality software and subsequent support services.

Offeror should provide examples of past LMS implementations which were integrated with Edupoint's Synergy Student Information System.   Provide a brief description of the project and its location.

4.2.3   Table of Contents

Each submittal must be submitted with a table of contents that clearly identifies the location of each submittal item. The table of contents must also clearly identify and denote the location of all enclosures of the submittal. The table of contents must follow the RFP's structure as much as is practical.

4.2.4   Offeror Identifying Information

Each Offeror must provide the following identifying information using the form provided as Attachment C and any additional pages required for amplifying information.

1)   Name and address of business entity submitting the submittal;

2)   Name(s) of all principals;

3)   Type of business entity (i.e., corporation, partnership);

4)   How long in business under current name and previous names used by business;

5)   Length of time it has been implementing LMS product;

6)   State of incorporation or organization and principal place of business;

7)   Confirmation that company is legally allowed to do business in the state of Maryland;

8)   Offeror's Federal Employer Identification Number;

9)   Main office and branch office locations, noting street address and city, state, and zip code. Name and location of major offices, plants, and other facilities that related to Offeror's performance under this RFP. P.O. Boxes will not be accepted;

10)   Manpower breakdown - number of personnel by specialty, number of office workers, number of field supervisors, number of field workers, number of developers, number of sales and marketing;

11)   Full name and business address for each subcontractor who will perform services on this project;

12)   Offeror shall provide a Letter of Intent to Comply with the HCPSS Insurance Requirements, listed in Attachment B;

13)   Statement as to business and/or principals' involvement in any legal action pending or resolved regarding failure to perform in the state of Maryland during the previous three years, furnish details and outcome;

14)   Statement of principals' of ownership or investment in other corporations, partnership, or businesses of any nature - state name of business, nature of business, principals' involved, and nature of involvement.

This information must be provided for each subcontractor as a separate form (Attachment C).

4.2.5   Subcontractor Information

Submittals must identify any subcontractors, and outline the contractual relationship between Offeror and each subcontractor. Offeror will be the sole point of contract responsibility. HCPSS will look solely to Offeror for performance of the contract. Offeror will indemnify and hold harmless HCPSS from any claim asserted by or against Offeror or Offeror's subcontractors.

Offeror must provide statements from each of its proposed subcontractors, signed by an individual authorized to legally obligate each subcontractor, attesting to the fact that it will provide the services as represented in the submittal and agrees to abide by Offeror's obligations under the Contract. The Offeror's submittals must include originals of these statements. Subcontractors are required to submit information required of Offerors in Section 4.2.4 above. Offeror must disclose any known information regarding subcontractors which would impart risk on the subcontractor's ability to provide services in support of this submittal.

References should be provided for subcontractors in Attachment D. As part of the evaluation process, HCPSS reserves the right to screen the subcontractors identified by the Offeror.

4.2.6   References

For the LMS product, include the School System Name, Point of Contact Name, Phone, Email, Address, Number of Students, Date of Contract Signing and Date of Initial Implementation

Contract Completion, and description of services provided for each of your references listed using the form provided as Attachment D, including the:

1) Last three implementations for this proposed product;
2) Last three implementations for schools systems greater than 50,000 students using this product;
3) Three Maryland clients or, where no Maryland clients exist, list three geographically-closest clients to HCPSS using this product.

HCPSS reserves the right to consider feedback from current or previous customers of the Offeror not provided by the Offeror as a Reference (Attachment D).

4.2.7   Management Team – Offeror
Offeror must provide detailed resumes of personnel to be assigned to the HCPSS project, including any pertinent certifications and years of experience in the development, use and management of the proposed LMS, and their proposed roles in the project. Using the cover sheet provided as Attachment E, Offeror shall provide:

1) Name, address, business and mobile telephone number, and email of Offeror's principal contact person regarding the Contract;

2) Resumes, credentials, years of experience and accomplishments related to the student information or data warehouse software business for each project team member. At a minimum, resumes should be provided for:
- Project Manager
- Technical Lead
- Training Personnel

4.2.8   Technical Proposal
The Technical Proposal must be divided into sections indicated and contain the information described below for proper evaluation by the Selection Committee. Responses should be presented using the order and numbering scheme provided below. Offerors not providing the following information may be considered non-responsive. The Offeror's proposal, if considered responsive, will be rated against other responsive submissions and the evaluation criteria. Offeror's Technical Proposal should be complete in every way in order for the Selection Committee to make a proper and complete evaluation.

4.2.8.1   Part 1- Architecture Solution
Offerors shall define the system architecture as a solution to effectively operate the LMS in support of the technical requirements identified throughout this RFP. It should include confirmation and description on how each of the following topics is supported within the Offeror's product, and provide examples (reports or screen shots) where available:

Offer's presenting local hosted solution (Hosted in HCPSS Site):

1)   HCPSS requires at a minimum of three separate environments named Disaster Recovery, Production and Staging. The Staging environment can be shared by development, staging and training.

Provide diagram of system architecture (for each environment) by considering the following factors

  a)   Proposed hardware make and model for the servers
  b)   Load Balancing
  c)   Separate server for home access
  d)   Disaster Recovery and Business Continuity of Operations (COOP) strategy

2)   Describe the systems with which your product has been integrated and the data integration tools utilized to interface with systems such as those mentioned in this RFP. Data integration tools shall be considered as part of each Offeror's product (and price) proposal.

3)   Description of Central Administrators Access, Central Researchers Access, and School Administrators Access.

4)   Description of web services that provide various types LMS data for other system / applications.

5)   Describe the approach to providing any missing requirements/functions listed in the Evaluation Criteria Matrix for LMS product (Attachment J) or in this RFP.

6)   For each level of hardware environment proposed, identify the hardware, software, peripherals and networking platforms required at the schools and Central Office. Offeror should provide a detailed list of hardware including Offeror-specific part numbers, software (including version number) and peripherals that are recommended to be used with the system. For HCPSS budgeting purposes, Offeror may be asked to provide either pricing estimates, past invoices or Offeror quotes for the stated products and part numbers upon request.

Offer's presenting cloud based hosted solution (hosted in Offeror's site):

Please present the proposed product's architecture solution. Address system, environment specification, data integration, disaster recovery, business continuity and central system administration access.

4.2.8.2   Part 2 – Product / System Features and Performance
Offeror shall provide further descriptions of product or system features and performance characteristics identified below. It should include a description on how each of the following features is supported within the Offeror's product, and provide examples (reports or screen shots) where available. Offerors shall address the following topics:

1) Offeror shall complete the Evaluation Criteria Matrix for Data Warehouse product (See Attachment J). Evaluation Criteria Matrix will be available on the HCPSS Purchasing website and should be downloaded, completed, and submitted as both a MSExcel worksheet on the electronic-formatted copies (Section 2.10) and a printed copy. Additional explanation can be attached to clarify compliance or non-compliance with the listed requirements. Individual explanations should note the identification number listed for the requirement being addressed.

2) Describe how software system maintains historical content.

3) Define Offeror's distribution of software upgrades including how are they distributed, the training support supplied with software upgrades, and frequency.

4) List and describe detailed systems and software architecture documentation currently available (or previously provided to other customers) to communicate the entire platform and technologies utilized and to support the software. The list should include at a minimum:

      a) Application Architecture,
      b) Installation Guide,
      c) Training Manuals,
      d) User Guides for Administrative and Non-Administrative Staff,
      e) System Documentation, and
      f) Marketing Content for Internal Communications.

5) Describe the process, tools, and work effort for mapping existing data to the proposed product, and the process for reconciliation of differences in both data format and content. Also the process for HCPSS staff users to validate the converted data, and the tools to do so should be described.

6) Describe the proposed approach to Acceptance Testing, specifically addressing what HCPSS resources will be required to accomplish it, including the number and skill sets of personnel and estimated level of effort. Provide a detailed test management plan and a previous customer's completed test management plan for a similar-sized project.

7) Provide detailed lists of all standard reports and screens in the base model systems of each functional area. In addition, the Offerors will supply with their Technical proposal examples (first and summary page) of all standard reports and dashboards, input entry and user interface screens as an attachment to their proposal.

8) Describe how the product supports the ability to audit. Audit logs for all transactions (inserts, updates and deletes).

Describe how the system would support merging of duplicate student files.

9) Describe how the product supports mobile capability.

10) Describe how the product supports multi-language capability. Provide a list of languages supported by the product.

11)   Confirm if the product supports School Interoperability Framework (SIF) compliance.

12)   Confirm if the product supports Common Education Data Standards (CEDS) compliance.

13)   Describe the Security Tools and Capabilities of the system to include:

a)   Confirm that the proposed solution is active directory integrated.

b)   Describe how the solution manages role assignment and authentication for access to functionality and records.

c)   Describe if the system can encrypt passwords and connection string information and store it in database.

d)   Provide an overview of the security provisions built into the proposed solution. All data in the system must be stored in a secure environment while servers and the facility where they are housed must be physically secured.

e)   Provide a statement confirming that the security is configured and maintained so that personnel do not have access to data about students they are not responsible for, and to ensure that users can only see data they are authorized to access.

f)   Provide a statement acknowledging that all data stored in the proposed system will be treated as confidential and the property of HCPSS. HCPSS data will not be shared with any other school system or entity without express prior written approval from HCPSS, and may not be used by the Offeror for demonstration, training or any other purposes to other school systems or individual groups.

g)   Provide any external vulnerability and penetration testing reports and certifications. Provide a statement confirming that the product is hardened to be internet-facing and secure against internet vulnerabilities.

h)   Optionally, include information regarding existing features not highlighted or requested within this RFP which may include minimal enhancements or additional tools and provide further capabilities.

14)   Describe how the system meets the following user role management functionality:

a)   Create, edit, model and delete roles
b)   Batch/bulk create role and user assignments
c)   Create automatic role assignments
d)   Ability to allow for user account administration functions within schools and offices including creation and editing of user accounts and password management.
e)   Create, edit, model, and delete user accounts
f)   Assign users to specific schools and assign user roles by school
g)   Ability to automatically assign users to roles based on job titles

h)   Ability to assign functions to specific roles
i)   Ability to grant different levels of permission to specific functions, to include:
    a.   Inquiry/read
    b.   Update
    c.   Delete
    d.   All functions
j)   Ability to manage exceptions at:
    a.   Role level
    b.   User level
    c.   Function level
    d.   Screen level
    e.   Field level

15) *Applicable to Offer's presenting local hosted solution (Hosted in HCPSS Site):*

A.   Describe how the product supports continuous load performance system monitoring by HCPSS staff. If available, the mechanism/tool for testing this load performance should be delivered as part of the product for continuous system monitoring by HCPSS staff. At a minimum, the performance system monitoring should:

    i.   Current CPU state
    ii.   Memory
    iii.   Disk I/O usage
    iv.   Network interface

B.   Describe how the system will be maintained including server hardware, software and database, backup server to which database backups are stored including tape management and disaster recovery site. Address, at a minimum, the following maintenance tasks:

Daily:

    a)   Monitor previous night's backups and continuous logs.
    b)   Monitor system performance and throughput.
    c)   Perform nightly full backup of all HCPSS LMS databases.
    d)   Perform differential system backups (system/software and related data files which have changed since the last full system backup).
    e)   Perform transactional log back ups.
    f)   Provide automated daily reporting of monitored statistics and logs with digital signature of review and approval of system performance. Logs must be maintained for 1 year and be kept secure location in compliance with this RFP.
    g)   Provide immediate alerts for pre-defined exception conditions.

Weekly:

    a)   Perform full backups including delivery to off-site storage location, to include:

- 5 Nightly backups
- 4 Weekly backups
- 12 Monthly backups
- End of school year and September 30 backups kept on a permanent basis

    b)   Check space in file systems.
    c)   Check WAN/LAN statistics, including performance and fault monitoring.

As required:

    a)   Perform operating system software upgrades.
    b)   Perform software upgrades on all environments.
    c)   Keep system current with security packages.
    d)   Restore databases as identified by HCPSS.
    e)   Perform database maintenance.
    f)   Data refreshes to non-production environments as needed.
    g)   Test disaster recovery plan twice a year.

4.2.8.3 Part 3 – Project Approach and Implementation Schedule

Offeror shall propose an implementation schedule as described in Section 3.9.

1) Describe the Project Management methodology that will be used to successfully implement the proposed solution at HCPSS.
2) Provide a preliminary project plan for implementing the proposed solution at HCPSS including project milestone timelines. Offeror shall provide a project plan to meet the schedule outlined. This plan at a minimum must address a fit/gap analysis to determine how well the software meets the requirements with COTS functionality, Offeror supplied project management and coordination, meeting schedule (kick-off meeting, monthly progress meetings) hardware installation, system installation, data conversion, system enhancements, training, and maintenance. The plan should detail how and where each task will be provided and any additional tasks not noted in Section 3.9 but deemed necessary for successful implementation. The plan must identify the responsible party for the tasks (Offeror, HCPSS, third parties, etc.). This plan must include reasonable milestones from notice of award. For planning purposes, the contract work shall commence no later than forty-five days after award.
3) Provide a preliminary Communications Plan for HCPSS stakeholder communication with descriptions and timeline.
4) Provide a fit/gap analysis to determine how well the product meets HCPSS requirements.
5) Describe the status reporting that will be provided to HCPSS including project steering committee meetings, sponsor meetings, issue reporting and resolution, and any written communications that will be used.
6) Provide an overview of the Offeror's contract change management process that will be used to control and track all project changes.
7) Describe the risk management plan that will be used to identify, assess, and mitigate project risks.

8) Describe the Offeror's internal process used to request HCPSS signoff on completed project deliverables.

4.2.8.4 Part 4 – Training Approach

Offeror shall define the approach and plan, using train-the-trainer and best practices, to provide knowledge transfer to HCPSS employees in the use and customization of the system.

This plan must identify the responsible party and shall minimally:

1) Identify the responsible party for the tasks (Offeror, HCPSS, third parties, etc.);
2) Include reasonable milestones from notice of award;
3) Describe each course training session by course title. Include the training method and location, proficiency to be achieved, recommended number of participants, and time requirements for each course. List training materials to be used including: end user documents, configuration guides, and videos; Include copies or links to existing product training currently available to customers.
4) Describe existing user groups and periodic conferences for current customers. Provide agendas and examples from the most recent conference, if applicable.

4.2.8.5 Part 5 – Configuration & Licensing Requirements

Offeror shall address minimum configurations for user access devices, including extraneous or associated software licensing requirements for functionality and other requirements/functions that the Offeror's product can meet and cannot meet using the Evaluation Criteria Matrix in Attachment J.

Offeror shall submit any and all License Agreement forms, or any other printed matter that Offeror requires HCPSS to sign in order to obtain the subject software. HCPSS may not consider the addition of such documents beyond the closing date of this RFP. Areas contained in the Offeror's documents that might conflict with HCPSS terms, conditions and specifications shall be resolved in favor of HCPSS.

4.2.8.6 Part 6 – Maintenance and Technical Support

Offeror shall provide a copy of the standard maintenance and support agreement as an attachment in their response. Maintenance fees, service and technical support shall comply with Section 3.15 of this proposal.

1)   Describe the support structure for providing support to resolve system defects.

2)   List and define the priority levels assigned to support calls, trouble tickets and system upgrades by the Offeror, and specify the target response time, average response time, target resolution time, and average resolution time for each priority level. (Response time is the time from when the support request is submitted to when HCPSS receives a response from Offeror's support team to diagnose and resolve the problem. Resolution time is the time from when the support request is place to when it is solved to the customer's satisfaction and approval.)

3)   Provide a copy of the standard system statistics delivered to customers and state the periodicity provided. Describe if this report is automated or user-generated. At a minimum, report should describe usage statistics, back up confirmations, and outstanding issue log.

4)   Specify what types of enhancements are included with the maintenance fee and what types of enhancements result in additional fees.

4.2.9   Price Proposal

This Part details the submittal evaluation and selection process and the mandatory format for submission of the cost portion of submittals ("price proposals"). Any re-worked version of Attachment F that is intended to be a substitute for Attachment F previously provided by an Offeror may be determined as non-responsive, and may result in the submittal's disqualification. Offeror must include in its cost proposal all travel and accommodation expenses associated with travel, and all other out-of-pocket expenses required to perform under this project as part of the overall non-recurring product costs. All such costs will be at the expense of Offeror.

The Price Proposal should:

a)   Outline methods or philosophy that will be utilized to control project costs. This should include specific cost control methods, automation techniques, and the expected use of staff and subcontractors.

b)   Include a fee structure utilizing the Price Proposal Cover Sheet - Attachment F.

The pricing specifications described on the Price Proposal Cover Sheet shall include a fixed price to complete the work described in this RFP, with the individual components of that price broken out in the following manner.

    a.   Product Costs – Including Non-Recurring Services, materials and equipment for the implementation of the LMS, Recurring costs such as licensing of the Offeror's system and any other licensing required to be contracted by HCPSS.
    b.   Maintenance Pricing
    c.   Warranty Pricing
    d.   Contracted and consulting services and expense costs.

c)   If pricing alternatives are proposed, include a separate Price Proposal Cover Sheet for each option.

d)   All pricing provided should not include any reductions or discounts attributed to an E-Rate program.

e)   If pricing is based on a per student basis, estimate extended pricing based on a population of 52,000 students.

4.2.9.1   Non-Recurring and Recurring Fees

The Proposal Price Sheet requests itemized non-recurring and recurring fees for the period of this contract. Offerors are advised that funding for these services is provided on an annual

basis. Subsequent contract years, after the initial year shall be subject to appropriated school funding and satisfactory Offeror performance.

4.2.9.2 Warranty Pricing

Offeror shall warrant the proposed software, upgrades and customizations for a one-year period beginning from the date of final acceptance of the proposed software. During this warranty period all maintenance and support services described above shall be provided free of charge. Warranty period provided under Offeror's Responsibilities shall begin immediately following acceptance of the product and end one year later.

4.2.9.3 Maintenance Pricing

Maintenance fees, service and technical support shall comply with Section 3.15 of this proposal.

4.2.9.4 Prices and Alterations

Proposal prices must be typed or written in ink. Any price, rate, or payment changes must be initialed or the item will be disqualified, and the proposal rejected.

4.2.10 Financial Information – Upon Request by HCPSS

Upon request by HCPSS, the Offeror will be required to submit a statement regarding the financial stability of Offeror, including the ability of Offeror to perform the requisite services and additional services included in its response. If requested by HCPSS, Offeror will be required to submit the most recent audited financial statement of the Offeror's organization, and other financial data requested or required within 24 hours after request by HCPSS, in an envelope labeled "Financial Statement and Data."

a)   Financial Statement: Upon request by HCPSS, the financial statement must be certified by the owner, partner, or officer of the firm, or by a certified public accountant. Financial statements will not be required, at submittal deadline time, from firms who are individuals, or from firms who are proposed for less than $10,000 of services. However, the school system reserves the right to solicit this information at any time, if said information is deemed relevant.

b)   Other Financial Data: Upon request by HCPSS, any other financial data that is specifically requested by the school system or deemed appropriate by the Offeror shall be submitted and included within the Financial Statement envelope. At a minimum, the following information shall be provided according to the company-type listed below.

Public Companies

  i.   Annual reports for the last three years
  ii.   Recent reports from securities analysts
  iii.   Published reports about the company

Private Companies

  i.   Financial statements or tax forms from three years
  ii.   Published reports about the company, if any
  iii.   Credit rating/report, letter from bank, suppliers.

c)   Submittal Requirement: If submitting Financial Statement and Data upon request of HCPSS, the Offeror must include a letter addressed to the school system stating:

i.   The Offeror has financial capacity to provide the services;
ii.   The total income deriving from the LMS business; and,
iii.   The Offeror has measures of protecting the school system against errors and omissions. Failure of the Offeror to submit satisfactorily to this requirement may result in the school system rejecting the submittal.

4.2.11 Equal Employment Opportunity Practices
HCPSS is committed to assisting firms that are majority owned by minorities and women. An Offeror must state in its submittal whether it is majority owned by minorities and/or women.

Offerors are expected to make every effort to meet or exceed the goal of 25 percent participation by organizations majority owned by Native American, Asian, African-American, Hispanics, persons with disabilities, and/or women.

Offerors must submit with their submittals completed copies of the Equal Business Opportunity Contract Schedule of Participation Form that appears as Attachment G.

4.2.12 Statutory Affidavit, Non-Collusion Certification & Proposal Signature Sheet
Each Offeror must sign a Statutory Affidavit, Non-Collusion Certification and Proposal Signature Sheet, which is included herein as Attachment H. This form shall be completed to provide all the information requested and signed by the person or persons legally authorized to sign contracts. By executing the signature sheet, Offeror acknowledges that the Offeror has read this Request for Proposal, understands it, and agrees to be bound by its terms and conditions.

4.2.13 Intent to Sign HCPSS Standard Contract
Offeror shall provide a Letter of Intent to Sign HCPSS Standard Contract (Attachment A) or Detailed Description of exceptions, deviations or additions to the HCPSS Standard Contract.

5   GENERAL EVALUATION

5.1   EVALUATION OVERVIEW

The information of this section is advisory to supplement and clarify to other sections of this RFP. HCPSS reserves the right to accept or reject any or all proposals, waive irregularities and technicalities, request resubmissions, and enter into negotiations with proposers as warranted. There is no obligation on the part of HCPSS to award the contract to the firm proposing the lowest price. HCPSS reserves the right to award the contract to the firm whose proposal is most advantageous to and in the best interest of HCPSS. HCPSS shall be the sole judge of which proposal is in its best interest.

5.2   BASIS FOR AWARD

The Howard County Public School System reserves the right to award the contract in the aggregate, by individual service, or any combination, whichever is in the best interest of the HCPSS or to make multiple awards in a primary or secondary manner depending on the capacity of the awarded Offerors to service the school system.

a)   Contract award will be made by the Board of Education based on consideration of all submitted information. HCPSS hereby reserves the right to select the particular response to this Proposal which it believes will best serve its business and operational requirements, considering the evaluation criteria set forth in this document.

b)   Additionally, HCPSS hereby reserves the right to solicit best and final offers only from a short list of Offerors receiving the highest evaluated scores. If short listing occurs, Best and Final offers may be solicited from not less than two (2) of the highest evaluated scores.

c)   HCPSS hereby reserves the right to make an award of the Proposal for all items, or any parts, thereof, to one or more Offerors, as set forth in detail under the information furnished in this document. HCPSS further reserves the right to consider information other than price when evaluating Proposal responses.

d)   In the event of a tie where all factors are equal, award shall be made to the Howard County Offeror, the Out-of-County Offeror but incorporated in Maryland, and the Offeror not incorporated in Maryland, in that order of preference. If Offerors within one of these geographical designations are equal as to all factors of consideration, the award shall be made by the toss of a coin.

e)   The Board of Education of Howard County reserves the right to reject any or all proposal responses, to make partial awards, to waive any irregularity, to increase or decrease quantities where quantities are shown and may reject any Proposal which indicates any omission, contains alteration of form or additions, or imposes conditions or offers alternate items and may make any award which is deemed in the best interest of HCPSS.

f)   Offerors must submit prices for all line items on the Price Proposal Cover Sheet in order to be considered responsive.

g)   Submittals shall comprehensively address all of the desired services outlined in the Request for Proposal and shall demonstrate the successful performance of similar contracts by the Offeror making the submittal, and shall offer the most cost effective submittal for the desired services.

h)   HCPSS reserves the right to require presentations and/or demonstrations for clarification purposes. Criteria shall include clarity of answers to questions asked by the Selection Committee, explanation of the methodology and generally pertinent information revealed which would serve to distinguish an Offeror from the other Offerors. HCPSS may as its sole option, elect not to request discussions with or presentations by Offerors.

i)   HCPSS reserves the right to make an award with or without negotiations or to request best and final offers or to make an award without further review. Qualified agencies may be requested to provide an oral presentation to the Selection Committee.

j)   HCPSS will evaluate submittals on the basis set forth in this section. A contract may be awarded to the Offeror whose submittal best meets HCPSS requirements and needs at the time of the award. The evaluation criteria below are set forth in their order of importance and are intended to be the basis by which each proposal shall be evaluated, measured and ranked. HCPSS reserves the right to evaluate, at its sole discretion, the extent to which each proposal received compares to the said criteria and to each other.

5.3   PROPOSAL EVALUATION PROCESS

a)   A Selection Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the technical proposal, and the evaluation criteria listed below. Based upon this review, the business proposals of the highest rated Offerors shall then be reviewed.

b)   The Purchasing Office may request any changes desired in the offer if deemed in the best interest of HCPSS. If a satisfactory contract cannot be negotiated with the highest qualified Offeror, negotiations shall be formally terminated. Negotiations shall then be undertaken with the second rated Offeror and so on.

c)   The HCPSS Purchasing Officer may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

d)   Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the Purchasing Officer, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Hence, proposals should be submitted initially on the most complete and favorable terms from a technical standpoint which Offerors are capable of submitting to HCPSS. Should proposals submitted require additional clarification and/or supplementary information, Offerors should be prepared to submit such additional clarification and/or supplementary information in a timely manner, when so requested.

e)   Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal shall be classified as "acceptable". Proposals found not to be acceptable shall be classified as "unacceptable" and no further discussion concerning same shall be conducted.

f)   HCPSS is responsible for establishing the criteria for evaluation of proposals. In assessing responses to the RFP, consideration will be given to several factors, including, but not limited to, the conformity of the responses to the specifications of the RFP, the purposes of the RFP, the competency and responsibility of Offerors, the ability of the Offerors to perform satisfactory service, and the dollar amounts of the proposals. Other elements included in this evaluation, which are not necessarily in rank order, are:

- The scope of services offered and the ability to package services to best meet the school system's needs
- The costs for the services that best meet the school system's needs
- The scope of experience of the company with school systems of similar size
- Reference checks with prior customers

g)   Submittals shall be evaluated by the Selection Committee that may request additional technical assistance from any source. The Committee shall first review each submittal for compliance with requirements of the Request for Proposal. The Committee may recommend that HCPSS/ waive minor irregularities in order to assure quality of service in the remaining areas and if it determines that the decision is in the best interests of HCPSS.

5.4   PROPOSAL EVALUATION CRITERIA

Each proposal will be evaluated by the Selection Committee for key categories, including but not limited to:

Criteria	Weight (%)
Pricing (Implementation and Annual Recurring)	30
Technical Approach	20
Functional Evaluation Matrix	20
Qualifications of the Firm	15
Contractual Alignment	10
Qualifications of the HCPSS Implementation Support Team Proposed	5

a)   Pricing (Implementation and Annual Recurring)

- Pricing is evaluated to be thorough, accurate, and reasonable for the product proposed.
- Financial Information provided indicates solid financial standing to implement contract and future support requirements.
- Any associated software and peripherals, including external licenses, are stated and determined to be reasonable.

b)   Technical Approach and Evaluation Criteria Matrix

- Technical Approach most closely satisfies HCPSS functional and technical requirements, project implementation schedule, implementation support and training throughout term of Contract.
- Documentation, technical, marketing and training literature provided in the submission is available to support the product.

c) Evaluation Criteria Matrix

- Evaluation Criteria Matrix submitted demonstrates the product proposed meets all or most of the requirements identified.
- User interface, as represented in screen shots submitted, is appealing and functional.

d) Proposal Information and Qualifications of the Firm

- Executive Summary and Offeror Information displays a portfolio of previous experiences and demonstrates Offeror's qualifications to complete the contract.
- Proposal submitted is complete and compliant with the requirements of this RFP.
- References and information received from comparable current and previous LMS customers and related services with similar sized school systems confirm Offeror's qualifications and level of product support.
- Post-Implementation Maintenance and Technical Support are acceptable.

e) Contractual Alignment

- Intent to Sign Standard HCPSS Contract is signed, or
- Detailed list of exceptions, deviations or additions to the HCPSS Standard Contract provided is determined by HCPSS to be uncomplicated and predictive of a prompt post-award contractual signing.

f) Qualifications of the HCPSS Implementation Support Team Proposed

- Support Team qualifications and experience of key personnel of the Offeror who shall be assigned to perform the services required with this Contract are acceptable.
- Subcontractors identified have qualifications and experience to complete proposed activities.

6   GENERAL PROVISIONS

Offerors are encouraged to submit any questions with regard to terms and conditions and the Standard Contract prior to the deadline set on the invitation notice in this RFP for the submission of questions.

6.1   CANCELLATION OF THE RFP

HCPSS may cancel this RFP, in whole or in part, at any time before the opening.

6.2   ORDER OF PRECEDENCE

In the event of an inconsistency among provisions of this Request for Proposal, the inconsistency shall be resolved by the following order of precedence:

•Specifications
•Terms and Conditions
•General Provisions for Professional Services

6.3   CONTRACT AWARD

Any award to furnish services to The Howard County Public School System (referred to as "HCPSS") shall include, in whole or in part, either attached or incorporated by reference, binding in all respects, these provisions.

6.4   CONTRACT DOCUMENTS

Contract Documents consist of the Terms and Conditions of the Proposal, the Procurement Specifications, the General Provisions, and any applicable drawings and addenda issued.

All of these materials will be included in the Contract which The Board of Education awards as a result of this solicitation and will be among the Contract documents. The Offeror, by submitting its Proposal, agrees that if awarded the Contract that it will be bound under the Contract to all the Terms and Conditions of the Contract.

6.5   PURCHASE ORDER

Payments will be made contingent upon the satisfactory completion of the timeframes defined in Section 3.18 under Implementation Schedule and under Performance Based Milestones in Section 3.18. HCPSS may request additional information or clarification. The purchase order indicates that sufficient funds have been obligated.

The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.

6.6   BILLING AND PAYMENT

The awarded Contractor shall submit invoices to the Howard County Department of Education, 10910 Clarksville Pike, Ellicott City, MD 21042, Attn: Director of Data Management – Mr. Justin Benedict. Invoices must contain the following information:
      a) Contract Number
      b) Name of Location
      c) Description of Service being invoiced

    d) Billing Period covered
    e) Total Amount due

6.7   BILLING VERIFICATION

Invoices showing the awarded Contractor's purchase price, must be supplied to verify charges to The Howard County Public School System.

All costs shall reflect any rebates and/or marketing incentives paid back to the awarded Contractor.

HCPSS retains the right to verify the awarded Contractor's buy and sell data to confirm the Contractor's sell price to the school system. The awarded Contractor shall supply, upon request, access to any and all verifications of the awarded Contractor costs, freight charges, promotional allowances, sell prices, and percentage mark ups as they relate to this contract. If it is determined that awarded Contractor has overcharged the school system, the awarded Contractor shall be liable for all retroactive overcharges.

6.8   PAYMENT

Subject to the performance of the work within the implementation schedule and its acceptance by the HCPSS, successful Contractor may invoice the HCPSS for all appropriate charges for services performed during the billing period. All such charges shall be derived in accordance with the prices originally quoted on the Price Proposal Form, attached hereto and made part hereof. In the event that successful Contractor is not in default of any of the contract terms and conditions, then HCPSS shall cause said invoice to be paid timely.

HCPSS will make every effort to pay the Contractor within thirty (30) days of acceptance of all deliverables associated with each invoice. Notwithstanding any other provision of this RFP, all invoices must be accompanied with documentation that details the number of hours expended and nature of work performed by Contractor's personnel and subcontractor staff in the performance of work under the Contract.

6.9   TIME DISCOUNTS

Prompt payment discounts are solicited and will be treated as follows:

a) Discounts offered which allow a minimum of twenty (20) days to qualify will be deducted from prices offered in the Proposal responses for the purpose of determining the lowest price offered.

b) Discounts offering less than twenty (20) calendar days will not be deducted from price offered for the purpose of determining the lowest price, but will be taken if payment is made within the discount period.

c) In computing prompt payment discounts the date of delivery of the supplies or completion of services or receipt of correct invoices in the offices specified will be considered and the later date prevail.

6.10 PRICE ADJUSTMENTS

The Howard County Public School System will only consider adjustments on labor rates based only upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-W), Baltimore Region, as published by the Bureau of Labor Standards. Requested increases above a 10% cap will not be considered. In order to receive consideration for a price increase, the Contractor must submit to The Howard County Public School System, forty-five (45) days prior to the contract expiration date, a statement of any change in the hourly rate wage actually to be paid to its employees during the renewal term. Adjustments will be calculated by comparing the current index with the previous year's index so as to determine the change in index points. The point change will then be divided by the price index to obtain the percentage of change.

The Howard County Public School System will also consider adjustments based on fees outside of the control of the Contractor, such as manufacturer price increases. However, such increases will be a "pass through" to the Howard County Public School System with no mark-up allowed. For such changes to be considered by the Howard County Public School System, documentation from the manufacturer (or any other applicable party) assessing a cost increase must accompany a written request from the Contractor. The Howard County Public School System will then review the request and advise the Contractor of approval or disapproval of the price change request.

Price increase requests will not be considered if not accompanied with the proper information.

6.11 CONFLICT OF INTEREST

In submitting a submittal, an Offeror affirms that it has not given, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

Additionally, by submitting a submittal, the Contractor represents and warrants that if awarded the Contract, the review would not put the Contractor in a position of having to review and/or evaluate its own work in a past consulting or business engagement with the system. In any event, such existing and/or past relationships with the system must be disclosed in the submittal.

By submitting a submittal the Contractor agrees that, if selected, the Contractor will be independent and not be unduly influenced by any group or individuals, public or private, to include the HCPSS, Maryland State Department of Education, Maryland State Government, or any of its respective employees, members, or representatives.

Each Offeror must disclose any existing or potential conflict of interest relative to the performance under the Contract. Examples of potential conflicts may include an existing business or personal relationship between Offeror, its principal, or any affiliate or subcontractor, with HCPSS or any other entity or person involved in any way in the Contract. Similarly, any personal or business relationship between Offeror, the principals, or any affiliate or subcontractor, with any employee of HCPSS or its suppliers must be disclosed. Any such

relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with HCPSS employees may be cause for contract termination. HCPSS reserves the right, in its sole discretion, to determine if an actual or perceived conflict should result in submittal disqualification.

6.12 WAIVER OF RIGHT TO BID ON OTHER CONTRACTS
The Contractor agrees that it and its parent, its affiliates and subsidiaries, if any, waive the right to submit a proposal on any procurement contracts, of any tier, resulting from the services to be provided under this agreement.

6.13 PUBLIC INFORMATION ACT NOTICE
Contractors should give specific attention to the identification of those portions of their submittals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by HCPSS. Blanket requests for the entire submittal to be held confidential will not be accepted.

HCPSS shall determine, in their sole discretion, which (if any) portions of the Contractor's submittals shall be confidential.

6.14 INITIATION OF WORK
The Contractor shall not commence performance of the services until it receives a formal written notice to proceed from HCPSS.

6.15 RESPONSIBILITY FOR CLAIMS AND LIABILITY
The Contractor shall be responsible for any personnel injury, loss of life, and damage to or loss of property arising from or related to Contractor's activities or those of its subcontractors, agents, or employees in connection with the services required under this agreement. The Contractor shall indemnify and save harmless HCPSS, its elected officials, officers, agents and employees from and against all claims, suits, demands, judgments, expenses, actions, damages and costs of every name and description, including but not limited to attorneys' fees arising out of or resulting from its negligent or wrongful performance or failure of performance of the services of the Contractor under this agreement or the activities conducted or required to be conducted by the Contractor under this agreement, including its subcontractors, agents, or employees.

6.16 SUBCONTRACTING OR ASSIGNMENT
The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors and assigns, provided any such General Provisions for Professional Services successor to the Contractor, whether such successor or assign be an individual, a partnership, or a corporation, is acceptable to HCPSS and neither this agreement or the services to be performed thereunder shall be subcontracted, or assigned, or otherwise disposed of, either in whole or in part, except with the prior written consent of HCPSS.

6.17 CHANGES ALTERATIONS, OR MODIFICATIONS IN THE SERVICES
HCPSS shall have the right, at their discretion, to change, alter, or modify the services provided for in this agreement and such changes, alterations, or modifications may be made even though

it will result in an increase or decrease in the services of the Contractor or in the contract cost thereof.

If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any service under this contract, whether or not changed by an order, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Contractor of the notification of change unless the project manager or his duly authorized representative grants a further period of time before the date of final payment under the contract.

No services for which an additional cost or fee will be charged by the Contractor shall be furnished without prior written authorization of HCPSS.

6.18 DELAYS AND EXTENSIONS OF TIME

The Contractor shall prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Contractor for any delays, acceleration or hindrance, from any cause whatsoever, during the progress of any portion of the services specified in this agreement. Such delays, acceleration or hindrances, if any, may be compensated for by an extension of time for such reasonable period as HCPSS may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Contractor.

6.19 REMEDIES AND TERMINATION

6.19.1 Correction of Errors, Defects, and Omissions

The Contractor agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this agreement without undue delays and without cost to HCPSS. The acceptance of the work set forth herein by HCPSS shall not relieve the Contractor of the responsibility.

6.19.2 Set-Off

HCPSS may deduct from and set-off against any amounts due and payable to the Contractor any back-charges or damages sustained by HCPSS by virtue of any breach of this agreement by the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional construction and design or other costs, expenses, and damages resulting from a failure to satisfactorily perform the services. Nothing herein shall limit the liability of the Contractor for damages and HCPSS may affirmatively collect damages from the Contractor.

6.19.3 Termination

6.19.3.1 Termination For Default
Should Contractor fail to perform fully, faithfully and promptly any obligation owed to HCPSS under the Contract, HCPSS may, at its election, consider the breach material and,

notwithstanding any requirement of notice, terminate the Contract in its entirety by written notice to the Contractor.

The notice shall specify the acts of omissions relied on as cause for termination. All finished or unfinished supplies and services provided by the Contractor, shall at HCPSS's option, become HCPSS property. HCPSS shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and HCPSS can affirmatively collect damages.

Such termination, or failure to terminate, by HCPSS shall not be construed as a waiver of any other right or remedy afforded by law or by agreement between the parties which HCPSS may have against Contractor. No failure of HCPSS to utilize a remedy afforded by law or contract upon any breach by Contractor shall be construed as a waiver of the right to insist upon full, prompt and faithful performance of the particular obligation, and all other obligations of Contractor in the future.

6.19.3.2 Termination For Convenience
The performance of work under the Contract may be terminated by HCPSS in accordance with this clause in whole, or from time to time in part, whenever HCPSS shall determine that such termination is in the best interest of HCPSS. In the event of such termination, the contract manager shall determine the costs the Contractor has incurred to the date of termination and such reasonable costs associated with the termination. HCPSS will pay all reasonable costs associated with the Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract provided, however, that the Contractor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

6.19.4 Non-Availability Of Funding
If the County Council fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of the Contract succeeding the first fiscal period, the Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either HCPSS's rights or the Contractor's rights under any termination clause in the Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and HCPSS from future performance of the contract, but not from their rights and obligations existing at the time of termination.

6.19.5 Obligations of Contractor upon Termination
Upon notice of termination as provided in Section 6.19.3 above, the Contractor shall:
1. Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.
2.Take such action as may be necessary to protect the property of HCPSS, place no further orders or subcontract, assign to HCPSS in the manner and to the extent directed by HCPSS all

of the right, title and if ordered by HCPSS possession and interest of Contractor under the orders or subcontracts terminated.

3. Deliver to HCPSS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Contractor which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to HCPSS. Title to such items shall be transferred to HCPSS.

6.19.6 Product Escrow

Once a contract is awarded, the product will be placed in escrow to protect the investment of HCPSS in the event of a vendor default.

6.19.7 Remedies Not Exclusive

The rights and remedies contained in this general condition are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law

6.20 DISPUTES; GOVERNING LAW

Except as otherwise provided in these contractual documents, any claim, dispute, or other matter in question concerning a question of fact shall initially be referred to the HCPSS contract manager. Any claim, dispute, or other matter in question concerning a question of fact referred to the contract manager that is not disposed of by agreement shall be referred to the Purchasing Officer, HCPSS, who shall reduce his decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of HCPSS shall be final and conclusive.

The contract shall be governed by the law of the State of Maryland and nothing in this contract shall be interpreted to preclude the parties from seeking, after completion or termination of the agreement, any and all remedies provided by law.

1) Bid rejection for non-responsiveness and/or non-responsibility shall be made using the criteria guidelines as stated in the Instructions to Offerors, Terms and Conditions, and Technical Specifications.
2) After Bid opening and Bid review, but prior to Bid award, if an Offeror's entire Bid response is declared to be non-responsive and/or non-responsible, the Offeror will be notified as to the reason(s) for rejection.
3) Protests shall be filed in writing to the Purchasing Office within two days after notification.
4) Protests shall include the basis for the protest or appeal, complete in all respects, with relief sought, and whether the protester wishes to have a hearing with respect to the protest or appeal.
5) Protests shall be addressed to Howard County Department of Education, 10910 Clarksville Pike, Ellicott City, Maryland 21042, Attn.: Purchasing Office, labeled "Protest". The written protest shall include as a minimum the following:
   a) Name and address of the protester
   b) Appropriate identification of the Bid
   c) Supporting exhibits, evidence, and/or documents to substantiate any claims
   d) Suggested remedies.

6.21 DEBRIEFING OF UNSUCCESSFUL BIDDERS

A debriefing of an unsuccessful bidder shall be conducted upon written request submitted to the Purchasing Office within a reasonable time. A debriefing shall be scheduled at the earliest feasible time AFTER CONTRACT AWARD. The debriefing shall be limited to a discussion of the unsuccessful bidder's technical offer only and shall provide information on areas in which it was deemed weak or deficient.

6.22 LIQUIDATED DAMAGES

This is an essential element of the contract and it is important the work be vigorously prosecuted until completion. For each day that any work shall remain uncompleted beyond the time(s) specified in the Implementation Schedule described in the Contractor's Responsibilities referenced herein, the Contractor shall be liable for liquidated damages up to an amount of $1,000.00 per day.

6.23 RESPONSIBILITY OF CONTRACTOR

The Contractor shall perform the services with that standard of care, skill, and diligence normally provided by an Contractor in the performance of services similar to the services hereunder.

Notwithstanding any review, approval, acceptance, or payment for the services by HCPSS, the Contractor shall be responsible for professional and technical accuracy of its work furnished by the Contractor under this agreement.

HCPSS's review, approval, or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to HCPSS in accordance with applicable law for all damages to HCPSS caused by the Contractor's negligent performance of any or the services furnished under this contract.

The rights and remedies of HCPSS provided for under this contract are in addition to any rights and remedies provided by law.

6.24 QUANTITIES

The school system makes no guarantee that any or all of the estimated work will be assigned to the selected Contractor.

Additional work may be added or deleted at any time throughout the life of the contract. The Contractor may be requested to provide service to additional equipment not specified in this document subject to all conditions identified herein.

6.25 TAXES

The Howard County Public School System is Maryland Sales Tax exempt. Except for Maryland Sales Tax, all prices quoted shall be firm and include any additional fees and charges.

6.26 TRADE DISCOUNTS

All prices offered must be the lowest corresponding price after trade discounts have been considered. Proposal responses offering a percentage off list prices will not be accepted unless: (1) specifically requested in that manner; (2) two copies of the referenced price list accompany the Proposal response, if applicable.

6.27 ETHICS REGULATIONS

The Owner has adopted an Ethics Regulation policy. Required by the Annotated Code of Maryland, these Ethics Regulations cover members of the Board of Education, the Superintendent, and all employees; and it specifies limits of participation of these individuals with entities doing business with HCPSS. For a copy of the regulations, please contact the Purchasing Office, Howard County Department of Education (410) 313-6644.

6.28 ASSIGNMENTS

The awarded Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Howard County Public School System. Unless the performance is expressly waived in writing by the HCPSS, an assignment does not release the awarded Contractor from responsibility for performance of this contract.

6.29 EXAMINATION OF RECORDS

The Contractor agrees that the auditor of HCPSS any of their duly authorized representatives shall, until expiration of five (5) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

6.30 DISSEMINATION OF INFORMATION

During the term of this agreement, the Contractor shall not release any information related to the services or performance of the services under this agreement nor publish any final reports or documents without the prior written approval of the HCPSS contract manager.

6.31 DATA SECURITY AND PRIVACY

a) Contractor shall maintain an information security program that includes appropriate administrative, technical and physical safeguards reasonably designed to: 1) ensure the security and confidentiality of Confidential Information; 2) protect against any anticipated threats or hazards to the security or integrity of Confidential Information; 3) protect against unauthorized access to or use of Confidential Information that could result in substantial harm or inconvenience to any customer; and 4) dispose of Confidential Information in a secure manner.

b) To comply with the safeguard obligations generally described above, Contractor has (a) designated an employee to coordinate its information security program, (b) identified reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of Owner Information that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks, and (c) designed and implemented information safeguards to control the risks identified through the risk assessment, and

regularly tests or otherwise monitors the effectiveness of safeguards' key controls, systems and procedures. Contractor shall notify Owner in writing as soon as commercially practicable, however no later than forty-eight (48) hours, after Contractor has either actual or constructive knowledge of a breach which affects Owner's Data (an "Incident") unless it is determined by law enforcement that such notification would impede or delay their investigation. Contractor shall have actual or constructive knowledge of an Incident if Contractor actually knows there has been an Incident or if Contractor has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that an Incident has occurred. The notification required by this section shall be made as soon as commercially practicable after the law enforcement agency determines that notification will not impede or compromise the investigation. Contractor shall cooperate with law enforcement in accordance with applicable law provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. Contractor shall promptly take appropriate action to mitigate such risk or potential problem at Contractor's expense. In the event of an Incident, Contractor shall, at its sole cost and expense, fully restore the Confidential Information, including, without limitation any and all Data, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.

6.32 CONFIDENTIAL INFORMATION

a) Obligation of Confidentiality - In performing services under this Agreement, the Contractor and Howard County Board of Education (Owner) may be exposed to and will be required to use certain "Confidential Information". Contractor and Owner along with their employees, agents or representatives will not, use, directly or indirectly, such Confidential Information for purposes other than the purposes outlined in this Agreement.

b) Definition - "Confidential Information" means information, not generally known, and proprietary to the Contractor or Owner or to a third party for whom the Contractor or Owner is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the Contractor or Owner. All information which Contractor or Owner acquires or becomes acquainted with during the period of this Agreement, whether developed by Contractor, Owner or others, which Contractor or Owner has a reasonable basis to believe to be Confidential.

c) The parties agree that the following will be treated as "Confidential Information": (i) all database information ("Data") provided by or on behalf of Owner to Contractor; (ii) all information provided by Contractor to Owner pertaining to the Services; (iii) all information which is labeled as such in writing and prominently marked as "Confidential," "Proprietary" or words of similar meaning by either party; or (iv) business information of a party which a reasonable person would understand under the circumstances to be confidential. Any Confidential Information acquired or received by either party (the "Recipient") in the course of this Agreement will not be disclosed or transferred to any person or entity other than to employees of a party and, as to Contractor, for the purpose of performing its obligations

under this Agreement. Confidential Information received under this Agreement will be treated with the same degree of care and security as each party uses with respect to its own Confidential Information, but not less than a reasonable degree of care. The parties agree to use Confidential Information only for the purpose of performance of this Agreement and to make no copies except as necessary for performance of this Agreement.

d) "Confidential Information" does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by the Recipient , (ii) was known by the Recipient at the time of disclosure of the information without any obligation of confidence, and that knowledge is evidenced by reasonable proof, (iii) was or becomes available from a source other than the owner if the source was not legally bound to maintain the confidentiality of the information, or (iv) the Recipient independently develops without use of or reference to the Confidential Information. Each party acknowledges that unauthorized disclosure or use of the Confidential Information by a party may irreparably damage the other party in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the owner the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief. Upon termination or completion of the Services hereunder, upon request of Owner, Contractor will deliver to Owner (in a Contractor format) the Owner's Confidential Information as housed in the Contractor production database(s), provided that Contractor may maintain archival copies for audit purposes and dispute resolution purposes and Contractor may retain copies of Confidential Information on back-up media in which such Data is co-resident with other employment and income data. Contractor shall remain under its contractual obligation of confidentiality and security to Owner and such obligations shall survive termination of the Agreement. This Section shall survive the termination of this Agreement.

6.33 FERPA / HIPAA

Contractor acknowledges that student records and data received from or through the school district constitutes confidential information under the Federal Family Education Rights Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPAA"); and Contractor affirms that it will obtain, maintain, use, transmit, and release any and all student records during the term of the agreement and thereafter only in accordance with both "FERPA" and "HIPAA" privacy and security safeguards. Contractor must immediately notify the school district if they are aware of a breach or unauthorized access to student or employee confidential data.

a) Contractor acknowledges that it will be in receipt of student information rendered confidential under the Family Educational Rights and Privacy Act ("FERPA") and affirms that it will maintain, use, share, and destroy that information in compliance with FERPA. Contractor agrees to indemnify and hold harmless the Board of Education of Howard County for any damages or costs, including reasonable attorney's fees, associated with any act or omission by Contractor, its agents and employees concerning its FERPA obligations under this section.

b) Contractor shall only use the information provided under this Agreement for the purpose intended. No other use, access, conversion, or sharing of the information outside of the intended purpose is allowed.

c) Contractor may retain, store, hold information provided by Owner only for the duration of the Agreement. At the end of the Agreement, Contractor must destroy all data, records, images, and any other information in compliance with the National Institute of Standards and Technology (NIST) within 30 days after the end of the Agreement and/or Termination.

d) Contractor agrees to indemnify and hold harmless Owner, and its members, trustees, employees, agents, officers, and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages, and expenses of any kind, nature, or character, including costs and attorney fees, arising out of or relating to any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature, or character, in connection with or arising out of the acts or omissions of either Party or its employees, subcontractors, or agents under this Agreement. This provision expressly applies to, but is not limited in application to, matters and circumstances involving or implicating the unauthorized use of any trade secrets, or United States patent or copyright infringement. The indemnities set forth herein will survive the expiration or termination of this Agreement.

6.34 CHILDREN'S INTERNET PROTECTION ACT (CIPA) / CHILDREN'S ONLINE PRIVACY PROTECTION ACT (COPPA)

In order to comply with Title XVII, Children's Internet Protection Act, 47 U.S.C. §254(h) (CIPA) and Children's Online Privacy Protection Act of 1998, 15 U.S.C. §6501 (COPPA):

a) Contractor will deploy technology which attempts to filter abusive, libelous, obscene, offensive, profane, threatening, sexually explicit, pornographic, illegal, or other inappropriate material.

b) Employees will monitor online HCPSS-sanctioned student activities including social media, to the extent practical.

c) All third-party social media used will comply with the Children's Online Privacy and Protection Act.

6.35 NON-HIRING OF EMPLOYEES

No employee of the Board of Education of Howard County or any department, commission, or agency or branch thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while such employee, become or be an employee of the party or parties hereby contracting with said HCPSS, or any department, commission, agency or branch thereof.

6.36 CONTINGENT FEE PROHIBITION

The Contractor warrants that they have not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, and that they have not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

For breach or violation of this warranty, HCPSS shall have the right to terminate this agreement without liability, or, at its discretion, to deduct from the contract price or consideration, or percentage, brokerage fee, gift or contingent fee.

6.37 MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS

Funds have been set-aside for the anticipated term of this contract. Should, for any reason, the Contractor's work extend beyond the current fiscal year, this contract will be subject to termination in accordance with the Termination for Convenience (Section 6.19.3.2), if the Board of Education of Howard County fails to appropriate funds for any fiscal year for the future performance of the contract.

HCPSS, however, reserves the right to negotiate with the Contractor to perform additional tasks not specified in this RFP that may be required in order to assure that the Contractor's recommendations are implemented and are having the desired effects.

6.38 MULTI-AGENCY PARTICIPATION

Under §5-112, Paragraph (3) of the Education Article of the Annotated Code of Maryland HCPSS may with Board of Education approval participate in contracts for goods or commodities that are awarded by other public agencies or by intergovernmental purchasing organizations if the lead agency for the contract follows the public proposal procedures. HCPSS therefore reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special school systems, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. A copy of the contract pricing and the Proposal requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the Award Contractor(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award

6.39 TOBACCO FREE AND ALCOHOL/DRUG FREE ENVIRONMENT

The Howard County Public School System maintains a tobacco, alcohol/drug free environment. The sale or use of tobacco, alcohol or drugs, in any form, or related product, is prohibited in school buildings and grounds at all times. Persons found violating this policy will be requested to remove the product and themselves from school premises.

Repeated use or sale of tobacco on HCPSS property, or any use or sale of alcohol, misuse of other drugs, or any use of illegal drugs by a contract employee while servicing this contract or while on HCPSS property will result in a prohibition of that employee from servicing the HCPSS

contract. Repeated instances of violations by contract employees may result in a default ruling and lead to contract termination.

6.40 CRIMINAL HISTORY BACKGROUND CHECKS
All employees, agents, or representatives of the awarded Contractor who will be performing work on any phase of the contract arising out of this Proposal may be subject to a criminal history background check by the school system. Such persons, if requested by the school system, must provide fingerprints and other required information to facilitate such a check, as well as the necessary fees to obtain such a check from the federal or state government. At the completion of a background check, the school system may, at its sole discretion, decide that a particular employee, agent, or representative of the Contractor be barred from school system property.

6.41 CHILD SEX OFFENDER NOTIFICATION
Maryland law requires certain child sex offenders to register with the local law enforcement agency. One of the purposes of this law, found in Article 27§ 792, is to inform school systems when a child sex offender is residing or working in the area. When the child sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.

As a Contractor working for HCPSS, we require that you do not employ convicted child sex offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on HCPSS property.

6.42 OCCUPIED BUILDINGS – SIGN IN PROCEDURES
Work under this contract and any resulting contract or sub-contract will take place while school facilities are occupied by staff and often also by students and visitors. Every precaution shall be exercised to protect people from injury and to minimize disruption of activity. As well, contract employees shall conduct themselves in a professional manner while on The Howard County Public School System's premises. Any employee found to disregard the nature of the school system's surroundings shall be removed from the premises and may be prohibited from further servicing the HCPSS contract.

6.43 WORKING HOURS
HCPSS normal hours of work shall be defined as between the hours of 6:30 AM and 5:00 PM, Monday through Friday. The work shall be conducted during normal work hours to maximize client-contractor interaction and collaboration.

A. ATTACHMENT A: HCPSS STANDARD CONTRACT

AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT #_____

THIS AGREEMENT is entered into this _____ Date, effective as of this date, by and between the Board of Education of Howard County (hereinafter referred to as the "Board") and _____ Contractor, (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the Contractor submitted a proposal to RFP # 012.15.B1 issued by the Board and has been selected to perform professional services in accordance with the terms and conditions expressed in the RFP;

WHEREAS, the Board desires the Contractor to perform certain work and services, on the terms and conditions herein set forth and the Contractor is ready, willing, and able to perform such work and services; and

WHEREAS, Board desires the Contractor to perform certain work and services, on the terms and conditions herein set forth and the Contractor is ready, willing, and able to perform such work and services; and

WHEREAS, this Agreement shall be administered by the Project Manager or such other persons designated by The Board of Education.

NOW, THEREFORE, in consideration of the promises contained herein and the promises each to the other made, the parties hereby agree as follows:

ARTICLE I - <u>CATEGORY OF WORK AND SERVICES</u>

(1)   The work and services to be performed by the Contractor shall be in accordance with the following documents:

Request for Proposal _____, RFP # 012.15.B1, dated _____, 2014; and _____(contractor name) proposal dated _____, 2014.

ARTICLE II - <u>TERMS AND CONDITIONS</u>

Contractor agrees to perform the work and services required under this Agreement in accordance with RFP # 012.15.B1, whose provisions for services are incorporated herein by reference. Contractor shall diligently ensure compliance with the criminal background requirement for employees assigned to the work under this agreement. Background investigations include a criminal records history check through the employee's State criminal records repository via submission of the employee's ten-print fingerprint card. The Board of

Education reserves the right to require verification of the criminal records check and State reply upon request. Results must be returned to the employer by the State agency must be delivered to the Board of Education within 72 hours of receipt by Contractor or within 72 hours of request.

ARTICLE III - TERM OF AGREEMENT
The term of agreement shall begin upon award for a period of one year. Contract renewals shall be contingent upon adequate fiscal appropriations as per the RFP.

ARTICLE IV - PAYMENTS AND SCHEDULE OF PAYMENTS
(1)   The Contractor shall receive compensation within 30 days of invoice date.
(2)   Payment shall be made in accordance with the provisions set forth in Section 6.5.

ARTICLE V - INSURANCE
The Contractor agrees to and has complied with the insurance requirements set forth in the RFP.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above-written.

BOARD OF EDUCATION OF HOWARD COUNTY

By: _____(SEAL)
Ellen Flynn Giles, Chairman
Board of Education of Howard County

WITNESS:

By: _____(SEAL)
Renee A. Foose, Superintendent

WITNESS: By: _____

Signature

_____
Typed   Title

_____
Company Name

_____
Address

_____
City,   State   Zip

_____
Telephone   Fax

B. ATTACHMENT B: INSURANCE REQUIREMENTS

I. General Insurance Requirements

1. The Contractor (Awarded Offeror) shall not commence services until the Contractor has obtained at the Contractor's own expense all of the insurance as required hereunder and such insurance has been approved by the Howard County Board of Education (Owner); nor shall the Contractor allow any Subcontractor to commence work on any subcontract until all insurance required by the Subcontractor has been so obtained and approved by the Owner. Approval of insurance required of the Contractor will be granted only after submission to the Owner of original certificates of insurance signed by authorized representatives of the insurers or, at the Owner's request, certified copies of the required insurance policies.

2. Insurance as required hereunder shall be in force throughout the term of the Contract and for two years after final payment by Owner for services rendered under this Contract in accordance with the insurance requirements below. Original certificates signed by authorized representatives of the insurers or, at the Owner's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Owner throughout the term of the Contract and for two years after final payment by Owner for services rendered under this Contract.

3. The Contractor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, workers compensation, employers' liability insurance, and umbrella excess or excess liability insurance to the same extent required of the Contractor herein unless any such requirement is expressly waived or amended by the Owner in writing. The Contractor shall furnish Subcontractors' certificates of insurance to the Owner immediately upon request.

4. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Owner.

Therefore, the phrases "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

5. No acceptance and/or approval of any insurance by the Owner shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of this Contract.

6. If the Contractor does not meet the insurance requirements of this Contract, the Contractor shall forward a written request to the Owner for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Owner denies the request, the Contractor must comply with the insurance requirements as specified in this Contract.

7. All required insurance coverage must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Owner. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Owner grants specific approval for an exception. The Owner hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.

8. Any deductibles or retentions in excess of $5,000 shall be disclosed by the Contractor, and are subject to Owner's written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor.

9. Any and all return premiums and/or dividends for insurance or coverage directly charged to the Owner by the Contractor in connection with this Contract shall belong to and be payable to the Owner.

10. If the Owner is damaged by the failure or neglect of the Contractor to purchase and maintain insurance as described and required herein, without so notifying the Owner, then the Contractor shall bear all reasonable costs properly attributable thereto.

II. Owner's Liability Insurance

1. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance, or solely at the Owner's option, the Owner may self-insure the Owner's liability exposures.

III. Contractor's Liability Insurance

1. The Contractor shall purchase and maintain the following insurance coverage which will insure against claims which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Insurance shall be written for not less that the limits specified below or required by law, whichever is greater.

    1.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

    $1,000,000   each occurrence;
    $1,000,000   personal and advertising injury;
    $2,000,000   general aggregate; and
    $2,000,000   products/completed operations aggregate.

    This insurance shall include coverage for all of the following:
    a) General aggregate limit applying on a per project basis;
    b) Liability arising from premises and operations;
    c) Liability arising from the actions of independent contractors and subcontractors;
    d) Liability arising from products and completed operations with such coverage to be maintained for two years after completion of the Work;
    e) Contractual liability including protection for the Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract; and
    f) Liability arising from any explosion, collapse, or underground (XCU) hazards.
    1.2 Business auto liability insurance or its equivalent with a minimum limit of $1,000,000 per accident and including coverage for all of the following:
    a) Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, hired and non-owned autos only);
    b) Automobile contractual liability.

1.3 Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

$100,000 each accident for bodily injury by accident;

$100,000 each employee for bodily injury by disease; and

$500,000 policy limit for bodily injury by disease.

1.4 Contractor pollution liability insurance or its equivalent for bodily injury, property damage, including loss of use, and clean-up costs on and off the Project site, with a minimum limits of:

$1,000,000 each pollution incident; and

$2,000,000 annual aggregate.

1.5 Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

$2,000,000 per occurrence;

$2,000,000 aggregate for other than products/completed operations and auto liability;

$2,000,000 products/completed operations aggregate

Umbrella to include all of the following coverage on the applicable schedule of underlying insurance:

a) Commercial general liability;

b) Business auto liability; and

c) Employer's liability.

1.6 The Owner and the Owner's elected and appointed officials, officers, consultants, agents and employees shall be named as additional insured on the Contractor 's commercial general liability insurance and the umbrella excess liability or excess liability insurance policies with respect to liability arising out of the Contractor's work under this Contract. Such coverage shall extend to cover the additional insured(s) for liability arising out of the following:

a) On-going operations; and

b) Completed operations.

Special Note: Policies endorsed with the following combination of ISO forms shall be acceptable:

a) CG 2010 entitled "Additional Insured - Owners, Lessees or Contractors – Scheduled Person or Organization";

b) CG 2037 entitled "Additional Insured – Owners, Lessees or Contractors – Completed Operations";

OR

c) CG 2033 entitled Additional Insured - Owners, Lessees or Contractors – Automatic Status When Required in Construction Agreement With You";

d) CG 2037 entitled "Additional Insured – Owners, Lessees or Contractors – Completed Operations."

Both endorsements are required to afford coverage to the additional insured for both ongoing operations and completed operations. Additionally, the schedules on these

endorsements must properly reference the Owner and Owner's elected and appointed officials, officers, consultants, agents and employees.

1.7 Insurance or self-insurance provided to the Owner and Owner's elected and appointed officials, officers, consultants, agents and employees under any Contractor 's liability insurance or self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Contractor's liability insurance policies required herein.)

1.8 Insurance or self-insurance provided to the Owner and Owner's elected and appointed officials, officers, consultants, agents and employees as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Owner and Owner's elected and appointed officials, officers, consultants, agents and employees shall be excess of and non-contributory with insurance or self-insurance provided to the Owner and Owner's elected and appointed officials, officers, consultants, agents and employees as specified herein.

2.   If any liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must agree to comply with the following additional conditions:

2.1 The Contractor shall agree to provide certificates of insurance evidencing the above coverage for a period of two years after the final payment for the Contract. Such certificates shall evidence a retroactive date no later than the beginning of the services provided under this Contract;

or

2.2 The Contractor shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the date of final acceptance and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the beginning of the services provided under this Contract.

C. ATTACHMENT C: OFFEROR IDENTIFYING INFORMATION

1. Prime Contractor's Name and Address	2. Names and Titles of All Principals:	
3. Type of business entity (i.e. Corporation, Partnership):	5. Length of Time in Business with Products Similar to Proposed Product:	
4a. Length of Time in Business Using Current Name:	6. State of Incorporation or organization and Principal Place of Business:	
4b. Previous Names Used by Business:	7. Legally allowed to do business in Maryland? ☐ Yes ☐ No	8. Federal Employer Identification Number:

9a. Main Office Location:
Street Address / City / State / Zip Code:

9b. Branch Office/ Major Office / Manufacturing Plant Location:
Street Address / City / State / Zip Code:

9c. Branch Office/ Major Office / Manufacturing Plant Location:
Street Address / City / State / Zip Code:

(Continue on separate page if necessary for other facilities)

10. Manpower Breakdown: Enter type number of staff working on proposed product. Add additional rows as necessary.

Job Type	# Staff	Job Type	# Staff
Field Technicians		Technical Support Staff	
Developers		Project Management	
Sales & Marketing		Office Staff	

11. Full name and business address for each partner and subcontractor who will perform services on this project. Continue on separate sheet if necessary. *(Note: A Separate Offeror Information Form must be completed by each subcontractor)*

11a. Subcontractor's Name and Address	11b. Subcontractor's Name and Address
	(Continue on separate page if necessary for other Subcontractors)

On Separate Sheet, provide the following information:

12. Statement of ability to comply with the insurance requirements identified under B.

13. Statement as to business and/or principals' involvement in any legal action pending or resolved regarding failure to perform in the state of Maryland during the previous three years, furnish details and outcome.

14. Statement of principals' of ownership or investment in other corporations, partnership, or businesses of any nature - state name of business, nature of business, principals' involved, and nature of involvement.

Form Prepared by :	
Signature:	Date:
Printed Name:	Title:

D. ATTACHMENT D: REFERENCES

1. Last three (3) Implementations for this proposed product.		
School System Name/ Location / Student #	**Contact Information**	**Project Information**
1a.	Contact Name:	Date Contract Signed:
	Contact Phone:	Date Implementation Completed:
#Students:	Contact Email:	
Description of Services:		
1b.	Contact Name:	Date Contract Signed:
	Contact Phone:	Date Implementation Completed:
#Students:	Contact Email:	
Description of Services:		
1c.	Contact Name:	Date Contract Signed:
	Contact Phone:	Date Implementation Completed:
#Students:	Contact Email:	
Description of Services:		

2. Last three (3) Implementations for this proposed product for schools systems greater than 50,000 students.		
School System Name/ Location / Student #	**Contact Information**	**Project Information**
2a.	Contact Name:	Date Contract Signed:
	Contact Phone:	Date Implementation Completed:
#Students:	Contact Email:	
Description of Services:		
2b.	Contact Name:	Date Contract Signed:
	Contact Phone:	Date Implementation Completed:
#Students:	Contact Email:	
Description of Services:		
2c.	Contact Name:	Date Contract Signed:
	Contact Phone:	Date Implementation Completed:
#Students:	Contact Email:	
Description of Services:		

3. Three (3) Maryland Clients or Three (3) Geographically Closest Clients to HCPSS using this proposed product.		
School System Name/ Location / Student #	**Contact Information**	**Project Information**
3a.	Contact Name:	Date Contract Signed:
	Contact Phone:	Date Implementation Completed:
#Students:	Contact Email:	
Description of Services:		
3b.	Contact Name:	Date Contract Signed:
	Contact Phone:	Date Implementation Completed:
#Students:	Contact Email:	
Description of Services:		
3c.	Contact Name:	Date Contract Signed:
	Contact Phone:	Date Implementation Completed:
#Students:	Contact Email:	
Description of Services:		

ATTACHMENT D CONTINUED: SUBCONTRACTOR REFERENCES

4. SUBCONTRACTOR REFERENCES:		
Subcontractor #1 Name / Address:		
School System Name/ Location / Student #	**Contact Information**	**Project Information**
1a.	Contact Name:	Date Contract Signed:
	Contact Phone:	Date Implementation Completed:
#Students:	Contact Email:	
Description of Services:		
1b.	Contact Name:	Date Contract Signed:
	Contact Phone:	Date Implementation Completed:
#Students:	Contact Email:	
Description of Services:		
1c.	Contact Name:	Date Contract Signed:
	Contact Phone:	Date Implementation Completed:
#Students:	Contact Email:	
Description of Services:		
Subcontractor #2 Name / Address:		
School System Name/ Location / Student #	**Contact Information**	**Project Information**
1a.	Contact Name:	Date Contract Signed:
	Contact Phone:	Date Implementation Completed:
#Students:	Contact Email:	
Description of Services:		
1b.	Contact Name:	Date Contract Signed:
	Contact Phone:	Date Implementation Completed:
#Students:	Contact Email:	
Description of Services:		
1c.	Contact Name:	Date Contract Signed:
	Contact Phone:	Date Implementation Completed:
#Students:	Contact Email:	
Description of Services:		
Subcontractor #3 Name / Address:		
School System Name/ Location / Student #	**Contact Information**	**Project Information**
1a.	Contact Name:	Date Contract Signed:
	Contact Phone:	Date Implementation Completed:
#Students:	Contact Email:	
Description of Services:		
1b.	Contact Name:	Date Contract Signed:
	Contact Phone:	Date Implementation Completed:
#Students:	Contact Email:	
Description of Services:		
1c.	Contact Name:	Date Contract Signed:
	Contact Phone:	Date Implementation Completed:
#Students:	Contact Email:	
Description of Services:		

E. ATTACHMENT E: MANAGEMENT TEAM INFORMATION

Cover Sheet for Management Team Resume Package

1. Primary Contact for Contracting Issues Assigned to HCPSS Implementation		
Name / Title / Role	Contact Information	Qualifications / Previous Experience
	Location:	# Yrs in this Role:
	Contact Work Phone:	Qualifications:
	Contact Cell Phone:	
	Contact Email:	
2. Project Manager Assigned to HCPSS Implementation		
Name / Title / Role	Contact Information	Qualifications / Previous Experience
	Location:	# Yrs in this Role:
	Contact Work Phone:	Qualifications:
	Contact Cell Phone:	
	Contact Email:	
3. Technical Lead Assigned to HCPSS Implementation		
Name / Title / Role	Contact Information	Qualifications / Previous Experience
	Location:	# Yrs in this Role:
	Contact Work Phone:	Qualifications:
	Contact Cell Phone:	
	Contact Email:	
4. Training Personnel Assigned to HCPSS Implementation		
Name / Title / Role	Contact Information	Qualifications / Previous Experience
	Location:	# Yrs in this Role:
	Contact Work Phone:	Qualifications:
	Contact Cell Phone:	
	Contact Email:	
5. Other Personnel Assigned to HCPSS Implementation (Optional)		
Name / Title / Role	Contact Information	Qualifications / Previous Experience
	Location:	# Yrs in this Role:
	Contact Work Phone:	Qualifications:
	Contact Cell Phone:	
	Contact Email:	
6. Other Personnel Assigned to HCPSS Implementation (Optional)		
Name / Title / Role	Contact Information	Qualifications / Previous Experience
	Location:	# Yrs in this Role:
	Contact Work Phone:	Qualifications:
	Contact Cell Phone:	
	Contact Email:	
7. Other Personnel Assigned to HCPSS Implementation (Optional)		
Name / Title / Role	Contact Information	Qualifications / Previous Experience
	Location:	# Yrs in this Role:
	Contact Work Phone:	Qualifications:
	Contact Cell Phone:	
	Contact Email:	

F. ATTACHMENT F: PRICE PROPOSAL COVER SHEET

PRODUCT NAME / PRICING DESCRIPTION: _____

The following Pricing is submitted for the Offeror's Product:

Price Description	Non-Recurring	Recurring	5-Yr Extended Cost (2014-2018)
Product Costs			
• Licensing Price			
• Other Licensing Price			
Maintenance Cost			
Warranty Price			
Additional Costs* *(Attach description)*			
TOTAL*			
Optional Pricing		Recurring	
Post-Implementation Consultation and On-Site Support Pricing (Note # hours and period for pricing basis)			
• Senior Technical Staff			

The following Pricing is estimated for costs external to the Offeror's proposal required for implementation of this price proposal.

OTHER COSTS				
Vendor Name	Vendor Model/ Part Number	Qty Recommended	Price*	Extended Price
Hardware				
Software Products/ Licenses				
Other Products or Peripherals				

(*Pricing may be estimated, or provided as a vendor quote or recent purchase order.)

Multiple Options shall be noted on separate Pricing Sheets, if applicable.

This cover sheet shall be included with H.

G. ATTACHMENT G: EQUAL BUSINESS OPPORTUNITY CONTRACT SCHEDULE OF PARTICIPATION FORM

1. Prime Contractor's Name	2. Prime Contractor's Address and Telephone Number	
3. Project/School Name	4. Project/School Location	
5. PSC No.	6. Base Proposal Amount $_____ Plus Accepted Alternates $_____ $_____	
7a. Minority Firm Name	Minority Firm Address	
Minority Firm Telephone Number	Minority Group Type	
Minority Firm Fax Number	☐ African American	☐ Women Owned
MDOT Certification Number	☐ Asian	☐ Hispanic
Subcontract Dollar Amount	☐ American Indian	☐ Disabled
	Percent of Total Contract	
7b. Minority Firm Name	Minority Firm Address	
Minority Firm Telephone Number	Minority Group Type	
Minority Firm Fax Number	☐ African American	☐ Women Owned
MDOT Certification Number	☐ Asian	☐ Hispanic
Subcontract Dollar Amount	☐ American Indian	☐ Disabled
	Percent of Total Contract	
7c. Minority Firm Name	Minority Firm Address	
Minority Firm Telephone Number	Minority Group Type	
Minority Firm Fax Number	☐ African American	☐ Women Owned
MDOT Certification Number	☐ Asian	☐ Hispanic
Subcontract Dollar Amount	☐ American Indian	☐ Disabled
	Percent of Total Contract	
8. MBE Total Dollar Amount	9. Total MBE Percent of Entire Contract	
10. Form Prepared by :	11. Reviewed & Accepted by Board of Education MBE Liaison	
Name	Name	
Title	Title	
Date	Date	

H. ATTACHMENT H: STATUTORY AFFIDAVIT, NON-COLLUSION CERTIFICATION, & PROPOSAL SIGNATURE SHEET

Special Instructions: *An authorized representative of the Offeror needs to complete the following affidavit and insert an answer to paragraphs 1 and 3.*

Statutory Affidavit and Non-Collusion Certification

I, _____, being duly sworn, depose and state:

1.   **I am the _____ (officer) and duly authorized representative of the firm (the "Firm") _____ whose address is _____ and that I possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.**

2.   OFFEROR'S CERTIFICATION
   a) I/we hereby certify to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the proposal prices quoted.   I/we certify that this proposal response is made without any previous understanding, agreement, or connection with any person, firm, or corporation malting a Proposal response for the same supplies, materials, or equipment and is in all respects fair and without collusion or fraud.
   b) I/we certify that this proposal response is made without having contacted any employee within The Howard County Public School System unless such contacts were previously authorized by the Purchasing Officer.
   c) I/we affirm that this proposal is genuine and not collusive or a sham; that said Offeror has not colluded, conspired, connived and agreed, directly or indirectly, with any Offeror or person to put in a sham proposal or offer or to refrain from offering or making a proposal and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the prices of the affidavit or any other person, or to fix any overhead, profit or cost element of said price, or that if any person, or to secure an advantage against the Board of Education of Howard County or any other person interested in the proposed contract; and that all statements in the proposal or offer are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Howard County may terminate any contract awarded and take any other appropriate action.
   d) I/we affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding $5,000 or both.
   e) I hereby certify that I am authorized to sign for the Offeror.

3.   Except as described in paragraph 4 below, neither I, nor to the best of my knowledge, the above Firm, nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:
   a) been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;
   b) been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

c) been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;

d) been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of proposals or offers for a public or private contract;

e) been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance ~ Procurement Article;

f) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in paragraph (a) through (e) above; or

g) been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of proposals or offers for a public or private contract.

h) been debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.

4.   The only conviction, plea, or admission by any officer, director, partner, or employee of this Firm to involvement in any of the conduct described in paragraph 2 above is as follows:

If none, write "None" below. If involvement, list the date, count, or charge, official or administrative body, the individuals involved, their position with the firm, and the sentence or disposition of the charge.

_____

_____

(An explanation may be attached as necessary.)

The statements contained in this affidavit shall be incorporated into the awarded contract as material provisions and shall be effective throughout the life of the contract. The firm has a continuing obligation through the life of the contract to submit a revised affidavit should the firm discover information, or events occur, which render the contents of this affidavit erroneous or incomplete or which would result in the firm providing a different response. The firm's failure to submit a revised affidavit within three (3) working days of either its awareness of any error, change of circumstances, incompleteness, etc., or request by the owner shall constitute breach of contract.   Upon submission of a revised affidavit, the owner has the right to take such actions as may be necessary, in the judgment of the owner, to maintain and enforce the provisions of the affidavit, including termination of the contract.

(Continued on next page)

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the contents of these affidavits (Statutory and Non-Collusion) are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and the Non-Collusion Certification in compliance with requirements of the Howard County Board of Education, and that I am executing and submitting this Form of Proposal on behalf of and as authorized by the Offeror named below.

_____   _____

WITNESS: Title:

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 2012.

_____

NOTARY PUBLIC

My Commission Expires: _____

_____

(Legal Name of Company)

_____

(Address)

_____   _____   _____

(City)   (State)   (Zip)

_____   _____

(Telephone)   (Fax)

Contractor's No. _____

_____   _____ _____

(Signature)   (Title)   (Date)

_____

(Printed Name of Signatory)

In the presence of _____
                                        (Witness)   (Date)

We are/I am legally allowed to do business in the State of Maryland as a:

☐ Corporation   ☐ Partnership   ☐ Individual   ☐ Other

I. ATTACHMENT I: PROPOSAL REPLY FORM

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM
10910 Clarksville Pike
Ellicott City, Maryland 21042

PROPOSAL REPLY FORM

RFP Number: _____012.15.B1_____

Offeror: _____

☐ We intend to submit a bid.

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received an invitation, but does not wish to submit a proposal, state their reason(s) below. This information will not preclude receipt of future invitations unless you request removal from the Offerors' List by so indicating below.

☐ Unfortunately, we must offer a "No Proposal" at this time because:

_____ 1. We do not wish to participate in the Proposal process.
_____ 2. We do not wish to Proposal under the terms and conditions of the Request for Sealed
              Proposal document. Our objections are:

              _____

              _____

_____ 3. We do not feel we can be competitive.
_____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the
              company.
_____ 5. We do not wish to sell to The Howard County Public School System. Our objections
              objections are:

              _____

_____ 6. We do not sell the item(s)/service(s) requested in the specific specifications.

_____ 7. Other: _____
_____ 8. We wish to remain on the Offerors' List.
_____ 9. We wish to be removed from the Offerors' List for the above stated commodity.

_____ _____ _____
(Signature)   (Title)   (Date)

_____
(Printed Name of Signatory)

This form may be scanned and emailed to Doug Pindell Douglas_Pindell@hcpss.org or faxed to (410) 313-6789.

J. ATTACHMENT J: REQUIREMENTS MATRIX

ID#	Requirements	System Meets as COTS	System Does Not Meet	Can Be Customized	Not Applicable	Comments
	Instructional Management Requirements					
1	The system must provide school based personnel with timely access to student performance data including assessment results.					
2	The system must provide a reporting component that enables teachers, counselors, principals, and other school based personnel to easily identify student and class strengths and needs using intuitive color coded and graphical formats.					
3	The system must provide reporting capacity to supply real time, practical, instructional guidance and support for teachers, principals, curriculum specialists, and any District level personnel.					
4	The system must be able to flag student and class performance needs from assessment results (particularly time-sensitive curricular and benchmark measures), align identified needs to instructional resources available through the HCPS online curriculum, and have the ability to aggregate performance by student group to meet Federal reporting requirements.					
5	The system must provide a curriculum management component which allows district curriculum and instruction teams to create, manage, and deploy a consistent standards-based curriculum directly to teachers' desktops.					
6	The system must provide appropriate roles and corresponding security for publishing content across the district and within schools.					
7	The system must provide the ability for students to be able to store work products including but not limited to PDF, DOC, XLS,					

ID#	Requirements	System Meets as COTS	System Does Not Meet	Can Be Customized	Not Applicable	Comments
	PPT, MP3, MP4, and TXT formats that can be submitted to the LMS for teacher evaluation. A minimum of 1 gigabyte storage should be provisioned for each student.					
8	The system must allow teachers to search and find instructional materials within the content repository based on skill need, standard and indicator alignment, text complexity, and/or media classification.					
9	The system must provide suggestions for personalized learning objects based on student skill deficit.					
10	The system must provide a forum for teachers to post information, such as would be found in a teacher's website.					
	Assessment Administration Requirements					
11	The system must provide an assessment administration system that allows educators to create, deploy, and manage a variety of classroom, school, and district-wide assessment initiatives while also providing reporting and analysis capabilities which allow teachers, principals, and administrators to immediately access student assessment results and make real-time adjustments in instruction where needed.					
12	The system must allow HCPS educators to deploy district-created and/or third-party assessment items and tests at the classroom, school and district level.					
13	The system must allow access to a variety of assessment dashboards and reports to inform instructional planning, improve decision making and to identify struggling students for intervention and differentiated instruction. Dashboards and reports must be aggregated from the teacher level up to the district level.					
14	The system must allow educators to analyze assessment results at the subject, standard and item levels, disaggregated by					

ID#	Requirements	System Meets as COTS	System Does Not Meet	Can Be Customized	Not Applicable	Comments
	feeder pattern, school, teacher, section, and No Child Left Behind (NCLB) subgroups/ESEA or sub-groups defined by the district as well as programs (STEM, Magnet etc.).					
15	The system must centrally manage all aspects of the assessment process including test and item creation, test scheduling, printing, pre-slugging, scanning and assessment data collection progress.					
16	The system must allow HCPS to change assessment item and test content vendors freely and in real time without the need to make large-scale changes in the underlying assessment and reporting technology.					
17	The system must allow constructed written responses to be scanned and scored and/or keyed with rubric feedback and open comment fields.					
18	The system must be able to adjust to meet requirements for special accommodations as outlined by State and Federal guidelines.					
19	The system must provide the flexibility to publish anchor items through a parent or student portal providing the ability to practice.					
20	The system must integrate with item banks and also provide the ability to create, approve, and publish proprietary content.					
21	The system must support world language assessments to enhance ELL and second language students through the use of computer-assisted language learning software.					
22	The system must allow for internal assessments to match the specifications of national assessments such as PARCC.					
23	The system must support digital alternatives to paper and pencil including but not limited to hosting links, uploading student generated content, and embedding web-based products and must also include integration with mobile					

ID#	Requirements	System Meets as COTS	System Does Not Meet	Can Be Customized	Not Applicable	Comments
	technology.					
24	The system must support data import and export for all major file types including flat files, spreadsheet files etc.					
25	The system must provide authoring tools for students to use for supporting objective mastery.					
	Response to Intervention (RTI) Requirements					
26	The system must provide the ability for HCPS to clearly identify struggling students by automatically triangulating and filtering student data based on district-defined criteria. This should include but not be limited to student assessments, grades, attendance and/or disciplinary information.					
27	The system must allow HCPS to easily create instructional intervention teams and plans, assign intervention strategies and tasks from district resources, and schedule plan reviews.					
28	The system must organize assessments for learning into a user dashboard that is role-based that with the ability to create, view, and modify intervention plans, assigned tasks, and notes.					
29	The system must allow for documenting progress with centralized tools to ensure that all intervention team members are aware of their assigned actions and can log observations and track student progress in real-time.					
30	The system must provide detailed reports with aggregated data on student eligibility, plan activation and status, and case management meetings.					
	Professional Learning Requirements					
31	The system must provide individualized professional growth plans for any employee.					
32	The system must be able to schedule, collect and record walk ins both formal and					

ID#	Requirements	System Meets as COTS	System Does Not Meet	Can Be Customized	Not Applicable	Comments
	informal, announced and un-announced, classroom observations using mobile and online tools against state, district, or school defined templates and forms.					
33	The system must allow each employee to view their observations and evaluations on line both current and historical.					
34	The system must provide workflow tools to facilitate an observation process from planning through post-observation conferences and integrate with the district's calendaring system(s).					
35	The system must allow for the completion and submission of evaluations online.					
36	The system must provide the ability to upload student perception results.					
37	The system must provide the ability to review and report multiple measures of educator development.					
38	The system must allow HCPS to design (create and customize) its own model (and workflows) for measuring educator effectiveness.					
39	The system must allow for attaching of evaluations to personnel electronic records.					
40	The system must be able to conduct data analysis across entire staff and should allow for the creation of reports that provide snapshot at grade, school and system level for comprehensive analysis of performance appraisal data.					
41	The system must allow for managing and monitoring of employee support programs, e.g. record mentor/mentee hours, document feedback, communication tools, linkage to professional development library etc.					
42	The system must be able to inform and guide professional growth plans with common district and/or school goals and resources.					
43	The system must allow for the upload,					

ID#	Requirements	System Meets as COTS	System Does Not Meet	Can Be Customized	Not Applicable	Comments
	storage, and retrieval of any supporting electronic artifacts with appropriate permissions.					
44	The system must be capable of importing and working with any scoring components that are defined by the district.					
45	The system must provide tracking and management of professional development for all employees of the district.					
46	The system must have the ability to build PD plans for all employees that are aligned to school and/or district goals					
47	The system must be able to measure PD effectiveness through ongoing course and instructor evaluations.					
48	The system must provide the ability to track attendance, activity completion, certification credits (where applicable) and costs.					
49	The system must provide certification management and offer training transcripts for each employee: The transcript tracks all certification requirements and provides status (i.e. registered, pending approval, completed or verified)					
50	The system must provide a PD profile summary for each employee that includes: Profile details such as assignment, certification status and expiration date and goals summary, automatically notify users when their certificate is close to expiration					
51	The system must have the ability to create a searchable, online catalog of professional development activities and offerings that: Permits online registration by individuals via activity catalog					
52	The system must be able to consolidate professional development resources and activities.					
53	The system must provide the ability to build a library of professional development resources and materials that can be searched online and cross referenced to					

ID#	Requirements	System Meets as COTS	System Does Not Meet	Can Be Customized	Not Applicable	Comments
	Danielson (minimally version 2007) domains and competencies and Maryland Instructional Leadership Framework outcomes.					
54	The system must provide the ability for employees to submit requests for professional development topics along with appropriate workflow for approval as defined by the district.					
	Gradebook System Requirements					
55	The system must have multiple levels of user security and controls for managing web page postings and visibility at both the school and district levels.					
56	The system must have self-service password reset functionality.					
57	The system must be able to receive daily (at a minimum) uploads of teacher, student and course information.					
58	The system must be able to have weighted grading, scale and rounding as well as allow for teachers to edit calculations and weights, and offer extra credit options.					
59	The system must be able to export grade book information into non-proprietary format.					
60	The system must be capable of standards-based grading.					
61	The system must have the ability to create and generate customized progress and interim reports.					
62	The system must have the ability to accept input of attendance from the District's Student Attendance System					
63	The system must have the ability to accept input of grades manual and automatic (such as those exported from scantron software in CSV format and exported from or synchronized with the Student Information System)					
64	The system must be flexible for teachers to be able set up and use according to their preferences for example creating groups					

ID#	Requirements	System Meets as COTS	System Does Not Meet	Can Be Customized	Not Applicable	Comments
	and sub-groups within classes to assign and or omit activities/assignments.					
65	The system must allow teachers to enter free-form text commenting on student work.					
66	The system must allow Teachers' to upload data on demand as well as allow for automated scheduling of data uploads per district requirements.					
67	The system must be able to accept entries for incomplete work with the ability to add weighting.					
68	The system must be configurable to account for days the district is closed by graying out those days.					
69	The system must allow for copying assignments between classes.					
70	The system must function on mobile devices (e.g., Ipad, Iphone, Galaxy Tablet etc.)					
71	The system must allow teachers to push multiple assignments at one time.					
72	The system must allow movement of students and their grades between different sections of the same class.					
73	The system must allow teachers, site based admins, and central office personnel access to view student and parent views.					
	Web Portal System / Collaboration System Requirements					
74	The system must be capable of handling multiple-parent logins.					
75	The system must be capable of providing access to guardians recognized in the SIS profile.					
76	The system must provide a unified web presence for parents and guardians to access everything related to their students including grades, schedules, attendance, assignments, homework, student goals, teacher notes, report cards, interim reports, service learning hours, and standardized test results while also					

ID#	Requirements	System Meets as COTS	System Does Not Meet	Can Be Customized	Not Applicable	Comments
	complying with the requirements of Common Core and PARCC.					
77	The system must be able to disseminate information to parents and guardians online and/or electronically including notifications of attendance, schedules, interim reports, report cards, and any other relevant documents.					
78	The system must handle the ability to accept published scheduling data for parental/guardian review.					
79	The system must allow parents and guardians the ability to monitor academic achievement of their children in real-time.					
80	The system must provide the ability to create a custom calendar to keep track of due dates and school events with the ability to provide electronic notification.					
81	The system must provide parents and guardians access to detailed performance reports related to standardized state tests and district assessments.					
82	The system must have a simple and intuitive layout with minimal clicks to access materials.					
83	The system must provide a repository that allows for content to be organized in a hierarchical structure.					
84	The system must provide testing tools for creating assessments with multimedia, learning games, and other interactive tools such as polls and provide automated scoring options.					
85	The system must provide in-depth data gathering and reporting on learning outcomes based on configurable rubrics, and allows for longitudinal analysis of cohorts as well as individuals.					
86	The system must have open standards (IMS CP, QTI etc.) incorporated wherever appropriate to provide as many options as possible with no proprietary components that require separate licensing or lock in					

ID#	Requirements	System Meets as COTS	System Does Not Meet	Can Be Customized	Not Applicable	Comments
	data.					
87	The system must provide access to content that integrates well with interactive tools.					
88	The system must provide tools for authoring portable and supported media-rich content, importing content, drag-and-drop interfaces, as well as uploading rich content types such as podcasts, video clips, etc.					
89	The system must integrate with the District's Student Information system by providing windows for assignment completion, options for multiple attempts in assignments, and the re-scoring of activities.					
90	The system must allow for intuitive and one-step embedding from outside content.					
91	The system must support student portfolios and other alternate assessments.					
92	The system must provide for limited storage of student files, but should permit school-level LMS administrator to expand storage limits for special cases (Video Production, Graphic Design magnet program students, etc.). Recommended minimum is 1 gigabyte.					
93	The system must allow for feedback on curriculum from teachers for curriculum review and action, and sharing of resources inputted by teachers for peer and curriculum office review. The system must have interoperability with the district's content curriculum management system.					
94	The system must have firm migration tools with sufficient documentation to allow for migration of existing courses.					
95	The system must provide a framework for diverse storage and use strategies, from public, private and shared workspaces, to subscription-based content (e.g., podcasts and feeds) to archival content.					
96	The system must provide archival tools that support automatic backup of					

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	completed courses with student submissions and discussions intact. Instructors have full access and control of completed courses.					
97	The system must provide a high level of flexibility for the use of email (asynchronous by roster, individual or group) as well as instant messaging, chat and threaded discussions within the confines of the HCPS Acceptable Use Policy.					
98	The system must provide secure drop-boxes and shared folders for file exchange among students as well as instructors and allow for bulk downloads of attached files.					
99	The system must provide the hierarchy to support sections within a single course so that course content is shared among sections. Instructors can define sub-groups of students which then link to separate content repositories and tools.					
100	The system must contain a full-featured e-portfolio tool that provides for gathering, review and presentation of work products to support any e-portfolio strategy (resume, learning, tenure, etc). Reporting tools allow for individual, departmental or institutional assessments. Should also include opportunities for mentors to provide feedback. Allow for re-submission or artifacts, and the ability for students to publish the portfolio to a presentation link. Students should be able to export the e-portfolio to an industry-standard format.					
101	The system must provide a hierarchical and flexible component for anonymous evaluations at course, department and institutional level for either summative or formative purposes. Includes item pools, templating, announcements, reminders, and tools to easily target different audiences.					
102	The system must provide a collaborative					

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	calendar with pop-up announcements. Release of course content and assessments can be easily scheduled for student access.					
103	The system must provide a campus-wide framework that supports collaborative work such as wiki with version tracking, threaded discussion, instant messaging and chat, whiteboard, web conferencing (audio and video). Enables subgroups to be defined within courses for collaboration. Provides non-course sites to support special project work among small groups.					
104	The system must provide the ability to easily search and harvest vetted open educational resources from multiple websites.					
105	The system must be able to tag content to align with Common Core Standards or district curriculum expectations and outcomes.					
106	The system must be able to tag content to state and national curriculum standards.					
107	The system must be able to design and produce own content with appropriate versioning and workflow controls.					
108	The system must allow newly discovered content to be re-aggregated and re-purposed to create new learning pathways.					
109	The system must support a wide variety of standards such as IMS, SCORM and METS as well as QTI.					
110	The system must allow users to rate and comment on content items to increase visibility and use.					
111	The system must be able to manage a full range of content type including images, videos, audio clips, PDFs, Zip files, Word Documents etc.					
112	The system must be able to manage external content from sources such as Open Educational Resource (OER) initiatives, YouTube, Google Books, iTunes etc.					

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113	The system must allow for teachers or curriculum managers to write assessments and assessment items.					
114	The system must allow for curriculum managers to approve assessments/assessment items written by a teacher.					
115	The system must allow for pre-loaded assessment items that align with PARCC.					
116	The system must have the ability to tag assessments/assessment items by unit, author, approver, school, grade, learning standard, keyword, and school.					
117	The system must have the ability for students to take an assessment online (via multiple devices) and get immediate feedback/results.					
118	The system must have the ability for teachers to grade an assessment online (via multiple devices).					
119	The system must have the ability for teachers to scan assessment results (via Scantron or other equivalent technology).					
120	The system must integrate assessment results with the Edupoint Synergy Student Information System Gradebook functionality.					
121	The system must allow for remote syncing to devices that may not have an active connection to the Internet for remote use. Then provide re-syncing once an active connection is re-established.					
122	The system must be accessible through a web browser and optimized for viewing on a mobile device.					
123	The system must provide, or integrate, a central repository that allows for content to be organized in a hierarchical structure.					
124	The system must allow the end user (teachers and students) to be able to communicate and assess through multiple formats such as video response, audio note taking and interactive commenting.					

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125	The system must possess and provide school interoperability framework (SIF).					
	Digital Education Requirements					
126	Designed to serve the needs of full-time, supplemental and blended online learning.					
127	365 day scheduling; student can start/stop course at any point during year.					
128	Connects with email system - allows users to create, edit and use email templates (email supports HTML).					
129	Email allows to see parent/guardian name (not just address).					
130	Payment portal (integration with external payment systems such as PayPal and Google Checkout).					
131	Can schedule students across schools/organizations.					
132	Registration - online application that allows students and guardians submit their information and required documentation online.					
133	Can upload/store documents that are associated with students/staff.					
134	Support the delivery of student data to a "dashboard" both for teachers and administrators.					
135	Student/parent/staff portal (allows for customization of home screen view).					
136	Student/parent/staff portal has "self-service" options: Track their progress, request enrollments, print unofficial copies of their transcript, make payments.					
137	Reports can can be exported as common file formats (.pdf, .csv, .xlsx).					
138	Supports API integrations- allow a significant ability to customize features (e.g., custom roles, templates, personal customization of data).					
139	Ability to "bulk upload" files to create courses, students, and sections.					
140	Gradebook supports multiple grading scenarios (include point-based and competency-based grading schemes).					

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141	Gradebook can interface with other programs .					
142	Can scale to support increased enrollments over time.					
143	Supports multiple levels of administrator access, so the individual schools can access student data for course approval and other purposes.					
144	The system should allow a significant ability to customize features (e.g., custom roles, templates, personal customization of data).					
145	Provides tracking capabilities for student information (e.g., communications, grades, transcripts, external data like IEP, etc.) and faculty (e.g., tracking performance, certifications, teaching load).					
146	Meets the security needs based on HCPSS policy (e.g., SSL encryption, auto logout).					