

# Education Technology Joint Powers Authority



**RFP No.19/20-02**  
**Assessment Platform**  
**PROPOSAL DEADLINE: October 2, 2019, 12:00<sub>pm</sub>**

**Contact: Michelle Bennett, Purchasing Dept.**  
**Education Technology JPA**  
**5050 Barranca Parkway, Irvine, California 92604**  
**Telephone: (949) 936-5022 Fax (949) 936-5219**  
**Email: [MichelleBennett@iusd.org](mailto:MichelleBennett@iusd.org)**

**All dates subject to change at the sole discretion of Ed Tech JPA. Please continue to check our website throughout the proposal and selection periods for updates.**

**<https://edtechjpa.iusd.org/procurement/open-procurements>**



## NOTICE CALLING FOR PROPOSALS

AGENCY: Education Technology JPA

PROPOSAL DEADLINE: October 2, 2019 at 12:00 pm

PLACE OF RECEIPT: Education Technology JPA  
%: Irvine Unified School District  
Purchasing Department  
Attn: Michelle Bennett  
5050 Barranca Parkway  
Irvine, California 92604-4652

NOTICE IS HEREBY GIVEN that the Education Technology JPA, acting by and through its Governing Board, hereinafter referred to as "Ed Tech JPA" will receive up to, but no later than, the above stated Proposal Submission Deadline, sealed Proposals at the place identified above for its upcoming RFP No. 19/20-02 Assessment Platform.

Request for Proposal documents can be downloaded at:  
<https://edtechjpa.iusd.org/procurement/open-procurements> .

Time is of the essence. The Ed Tech JPA reserves the right to reject any and all submissions, to negotiate with any or all responsible Proposers, and to waive any deficiencies, irregularities or informalities in any proposal or during the evaluation process. The award of a Master Contract(s), if made by the Ed Tech JPA, will be by action of the Governing Board.

Pre-Proposal Vendor Conference: The Ed Tech JPA will conduct a non-mandatory pre-proposal vendor conference on September 12, 2019 at 1:00pm pacific time at Irvine Unified School District Office, 5050 Barranca Parkway, Board Room, Irvine, CA 92604. Vendors may participate via conference call at (949) 610-7036. Vendors who wish to attend this meeting should RSVP to Michelle Bennett at [MichelleBennett@iusd.org](mailto:MichelleBennett@iusd.org).

Any questions regarding the Request for Proposals shall be directed to Michelle Bennett at [MichelleBennett@iusd.org](mailto:MichelleBennett@iusd.org), via e-mail only by 12:00 pm on October 2, 2019. All responses will be posted on the Ed Tech JPA's website.

Education Technology JPA  
Governing Board

Publish: Orange County Register: September 4 & 11, 2019

## Table of Contents

<b>Table of Contents</b>	<b>2</b>
<b>1.0 Background and Overview</b>	<b>3</b>
<b>2.0 Purchase Agreements, Payments &amp; Order Fulfillment</b>	<b>8</b>
<b>3.0 Instructions to Vendors</b>	<b>10</b>
<b>4.0 Evaluation and Award</b>	<b>15</b>
<b>5.0 Technology Requirements</b>	<b>18</b>
<b>6.0 Rules</b>	<b>18</b>
<b>7.0 Proposal Format</b>	<b>20</b>
<b>Appendix A: Standard Master Agreement and Standard Purchase Agreement</b>	<b>22</b>
<b>Appendix B: Required Forms</b>	<b>42</b>
<b>Appendix C: Pricing Form</b>	<b>63</b>
<b>Appendix D: Supplementary Materials</b>	<b>69</b>
<b>Appendix E: California Student Data Privacy Agreement</b>	<b>70</b>
<b>Attachment 1: Proposal Form</b>	<b>94</b>
Part 1 Vendor Support and Ability to Perform	96
Part 2 Technology Requirements	108
Part 3 Functionality and Usability	116
Part 4 Price	124
Part 5 Exceptions	125

## 1.0 Background and Overview

### 1.1 Overview

The Ed Tech JPA, a California Joint Powers Authority (Ed Tech JPA), invites qualified, experienced vendors (Vendors) to submit responsive proposals (Responses, Proposals, or Proposal Forms) in compliance with the specifications contained in this Request for Proposals (RFP). This RFP is for Assessment Platforms, although ancillary services may be included in the provision of these items. Installation services may be requested via this RFP. Selection for award(s), if any, will go to the Vendor(s) who submit Responses that Ed Tech JPA determines to be most advantageous to Ed Tech JPA and the entities it represents. **Products offered by the Vendor(s) selected for the award of a Master Agreement will be available for purchase by all California public agencies.**

The initiating district, Irvine Unified School District, will review proposals to determine a Vendor best suited to provide the product for the needs of Ed Tech JPA's members, but does not have an immediate need for the Product.

### 1.2 Joint Powers Authorities

Pursuant to the California Joint Exercise of Powers Act, a JPA may be created in California when two or more local government entities enter into an agreement to exercise jointly any power common to the contracting parties. JPAs are frequently used to aggregate expertise and purchasing power for procurement, as in the case of insurance or utilities services. JPAs can be given any of the powers inherent in the participating members, as specified in a joint powers agreement.

### 1.3 Ed Tech JPA

Ed Tech JPA is a JPA duly formed and existing under the California Joint Exercise of Powers Act. Ed Tech JPA was formed to aggregate purchasing power and expertise for public agency members across the state of California. This RFP is issued on behalf of Ed Tech JPA's membership. A list of current Ed Tech JPA members is available on the JPA's website: <https://edtechjpa.iusd.org/procurement/open-procurements> .

### 1.4 Requested Services

This solicitation is intended to provide a mechanism for Ed Tech JPA members to procure new or upgraded software and services to support Assessment Platforms. Ed Tech JPA members seek state-of-the-art Assessment Platforms (hereinafter referred to as "Product") to meet the needs of varied facilities and programs, in a variety of environments. Ed Tech JPA is soliciting qualified service vendors, (hereinafter referred to as "Vendor", "Contractor" or "Provider") for a variety of solutions to meet its membership needs. Vendor shall submit a proposal for the purchase, implementation and ongoing services for an Assessment Platform.

### **1.5 Eligible Entities and Participants**

The pricing, terms, and conditions of any award pursuant to this RFP will be made available to current Ed Tech JPA members and to other “Eligible Entities” who elect to join the Ed Tech JPA. For purposes of this RFP, Eligible Entities are: (a) all California public school districts, county offices of education, and community college districts, and (b) any other public agency in the United States whose procurement rules, whether internal rules or rules enacted pursuant to statute, allow them to purchase goods or services through a procurement vehicle such as Ed Tech JPA.

For purposes of this RFP, a “Participant” or “Participating Associate Member” is an Eligible Entity who chooses to purchase items through this RFP. Eligible Entities must first become Associate Members of the JPA by entering into an Associate Member Agreement, and thereafter may elect to become Participants of a Master Agreement by entering into a Purchase Agreement with a vendor. Founding Members of Ed Tech JPA may be a Participant without entering into an Associate Member Agreement.

Notwithstanding the purchase anticipated by the initiating district stated above, an award issued pursuant to this RFP does not represent an obligation by Ed Tech JPA, or by any Eligible Entity, to purchase items. Although a Master Agreement awarded under this RFP does not guarantee a particular level of sales as a result of that Master Agreement, Ed Tech JPA’s mission to meet the procurement needs of our program participants indicates that a Vendor who is committed to this program will achieve success in its sales efforts.

### **1.6 Master Agreement**

Pursuant to Public Contracts Code 20118.2 and Government Code 6500 and 6502, Ed Tech JPA (on behalf of membership) is issuing this RFP for the Product. Ed Tech JPA will evaluate proposals and all vendors that meet minimum criteria/score will enter into a Master Agreement with Ed Tech JPA, setting forth the general terms for purchase of the Product. A sample Master Agreement is attached in Appendix A.

After a Master Agreement has been established, the Vendor’s proposed product and services will be listed on the Ed Tech JPA website. Ed Tech JPA will also include procurement instructions and contract documentation for Founding Members and Associate Members on its website. Details of the procurement process and administrative fee payment will be reviewed with Vendor finalists upon award. All participating Vendors must comply with Ed Tech JPA’s order fulfillment process to insure compatibility with all legal and regulatory requirements, Ed Tech JPA member needs, and Vendor’s practices.

Each Participating Associate Member is responsible for (a) completing their own due diligence regarding the suitability of Vendor, including using price as a significant factor, (b) prior to executing a Purchase Agreement, Associate Members/Founding Members will work with

Vendor to establish an Implementation Plan with the Participating Associate Member, as further described in Section 2.2.

Prior to executing a Purchase Agreement with a Participating Associate Member, Vendor will establish an implementation timeline and implementation plan specific to the Participating Associate Member's needs, as further described in Section 2. An Associate Member/Founding Member is not bound to a purchase until it has obtained approval from its Board and executed a Purchase Agreement with the Vendor for the product.

Vendors must report to Ed Tech JPA any sales of products included in the Master Agreement to Associate Member Agencies, regardless of whether those agencies used the Ed Tech JPA Master Agreement, excluding renewals of pre-existing contracts. Reports must be submitted for the Quarters and within the timeline outlined in section 1.14 of this RFP and in section 15.B. of the sample Master Agreement attached hereto as Appendix A. Vendors must remit a copy of all Purchase Agreements, including renewals and amendments, to Ed Tech JPA within 30 days of request by Ed Tech JPA. Vendors participating in this RFP agree to a standing audit by the Ed Tech JPA for all products included in the Master Agreement.

### **1.7 Period of Performance**

The term of the Master Agreement resulting from this RFP shall be three (3) years. The Master Agreement may be extended for up to two additional one (1) year terms beyond the original term, for a total of up to five (5) years. Purchase Agreements entered into by Participating Associate Members and Vendor shall be subject to a maximum contract length of 5 years, or may be shorter, as the parties elect.

The parties understand that Participants ordering Products pursuant to the Master Agreement may extend for multiple years after the Term of the Master Agreement. The expiration or termination of the Master Agreement shall not affect Vendor's obligation to deliver Products ordered by Participants before the expiration of the Master Agreement.

### **1.8 Reservation of Rights**

Ed Tech JPA reserves the right to award all, none, or select portions of this RFP to one or multiple vendors. Ed Tech JPA reserves the right to negotiate terms and conditions of the RFP as necessary, to reject any or all proposals, to increase quantities, and to waive any irregularities or informalities in the RFP or in this process.

Ed Tech JPA reserves the right to modify the RFP documents, or any portion thereof, by the issuance of written addenda posted on the Ed Tech JPA website. In the event Ed Tech JPA shall modify any portion of the RFP documents pursuant to the foregoing, the proposal submitted by any Vendor shall be deemed to include any and all modifications reflected in any addenda issued.

Ed Tech JPA reserves the right to conduct a background inquiry of the selected Vendor(s) which may include collection of contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal, Vendor consents to such an inquiry and agrees to make available such books and records deemed necessary to conduct the inquiry.

Ed Tech JPA reserves the right to award multiple Master Agreements for each classification of products listed in this RFP as deemed to be in the best interest of Ed Tech JPA and its Associate Members and Founding Members and has determined that awards to more than one supplier for comparable goods and services at various prices may best meet the needs of Participants.

Ed Tech JPA shall have the right to negotiate any and all of the final terms and conditions of any Master Agreement with Vendor and nothing in this RFP or any Response shall be deemed or construed as a limitation of such rights.

This RFP is solely a solicitation for Proposals. Neither this RFP, nor any response to this RFP shall be deemed or construed to: (i) create any contractual relationship between Ed Tech JPA and any Vendor; (ii) create any obligation for Ed Tech JPA or its Members to enter into a contract with any firm or other party; or (iii) serve as the basis for a claim for reimbursement for costs associated with submittal of any Proposal.

PROVISIONS REQUIRED BY LAW: VENDOR acknowledges that it has conducted and performed the required research to become aware and knowledgeable of all federal, state and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this RFP. These provisions of law and any clause required by law that is associated with and relates to this RFP and any resulting contract will be read and enforced as though it were included herein.

### **1.9 Data Privacy Compliance**

Vendors' products and services must be fully compliant with all applicable requirements including all state and federal laws. Vendors will be required to execute the most recent version of California Student Data Privacy Agreement (CSDPA). A copy of the CSDPA is attached hereto in Appendix E.

### **1.10 Indemnification**

Vendor will indemnify, defend and hold harmless Ed Tech JPA, its agents, employees and assigns, including independent contractors, and any Participant contracting with Vendor (Indemnified Parties) from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any attorney's fees and/or litigation expenses, which might be brought or made against or incurred by Indemnified Parties on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or



contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to this RFP, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of the Vendor, and/or its subcontractors or claims under similar such laws or obligations. Vendor's obligation under this section will not extend to any liability caused by the sole negligence of Indemnified Parties.

### **1.11 Special Note on Vendor Pricing**

Pricing proposed on a sliding scale, "menu" format, or varying by tiers is highly recommended and encouraged to provide Participants with purchasing options.

### **1.12 Ed Tech JPA Administrative Fee**

Vendor agrees to pay Ed Tech JPA an administrative fee (the "Administrative Fee") calculated as four percent (4%) of the gross invoiced amount of any Purchase Agreement with Vendor based on an award under the RFP, including any Additional Services, or agreement extensions or renewals. Computations of the Administrative Fee shall exclude state, local, or federal taxes levied on invoiced amounts. The Administrative Fee must be included when determining the pricing offered. The Administrative Fee is not negotiable and shall not be added as a separate line item on an invoice. The Administrative Fee is not refundable to Participants or Vendors under any circumstances. In the event Ed Tech JPA's operating costs increase, the Administrative Fee is subject to increase to offset such increased costs. Vendor will be permitted to adjust Product pricing in direct proportion to such increase, as further explained in the Master Agreement.

### **1.13 Minimum Price Guarantee**

To prevent underpricing and protect seller Margin, Vendor's pricing shall be subject to a Minimum Price Guarantee (MPG), whereby, Vendor shall agree not to sell directly, or through a reseller, to Ed Tech JPA's Eligible Entities (regardless of whether the Eligible Entity is an Associate Member of the Ed Tech JPA), including all California public school districts, county offices of education, and community college districts, and any other public agency in California whose procurement rules, whether internal rules or rules enacted pursuant to statute, allow them to purchase goods or services through a procurement vehicle such as Ed Tech JPA, the Products(s) subject to the Master Agreement at a price lower than the price offered pursuant to the RFP and the Master Agreement.

During the period of delivery under a contract resulting from this RFP, if the price of an item decreases, Ed Tech JPA Participating Associate Members shall receive a corresponding decrease in prices on the balance of the deliveries for as long as the lower prices are in effect. Vendor agrees to amend the Master Agreement to reflect the decreased pricing. At no time shall the prices charge to Ed Tech JPA Participating Associate Members exceed the prices under which the RFP was awarded. Ed Tech JPA Participating Associate Members shall be



given the benefit of any lower prices which may, for comparable quality and delivery, be given by the Vendor to any other school district or any other state, county, municipal or local government agency in a California County for the product(s) listed in the RFP.

#### **1.14 Usage Reporting Requirement**

Upon contract award pursuant to this RFP, all Vendors will be required to provide quarterly usage reports to Ed Tech JPA or designee. The initiation and submission of the quarterly reports are the responsibility of the Vendor. Vendor is responsible to collect and report all sales data including resellers and partners sales associated with the Master Agreement. There will be no prompting or notification provided by Ed Tech JPA. Quarterly reports must coincide with the quarters in the fiscal year as outlined below:

Reporting Period	Due Date
January 1 - March 31	April 30
April 1 - June 30	July 31
July 1 - September 30	October 31
October 1 - December 31	January 31

Vendors must identify the person responsible for providing the mandatory usage reports. This contact information must be kept current during the Master Agreement period. Ed Tech JPA must be notified if the contact information changes.

The purpose of the Master Agreement usage-reporting requirement is to aid in Master Agreement management. The specific report content, scope, and formal requirements will be provided to the awarded Vendors during Master Agreement execution. Failure to comply with this requirement may result in Master Agreement cancellation.

## **2.0 Purchase Agreements, Payments & Order Fulfillment**

### **2.1 Purchase Agreements**

Upon contract award pursuant to this RFP, Vendors will work with Ed Tech JPA to prepare Purchase Agreement templates for all products available through the Master Agreement. The Ed Tech JPA will provide the completed Purchase Agreement template for Participants on its website. Sample Agreements are included in Appendix A.

### **2.2 Ordering Process**

It is Ed Tech JPA's intent to make the procurement of products and services as easy as possible. The following outlines the process by which Participants will employ Ed Tech JPA:

**2.2.1** The Ed Tech JPA website includes each Vendor's contact information listed in Vendor's Proposal and links to Vendor's Proposal, Clarifying Questions, Master Agreement, California Student Data Privacy Agreement, and Purchase Agreement template.

**2.2.2** Associate Members and Founding Members may browse products, review RFP Proposals and initiate purchases on the Ed Tech JPA's website and conduct their own due diligence, using price as a significant factor, to determine which product best meets its unique needs. JPA Members may approach Vendor directly to request services. If a Member contacts Vendor directly, Vendor must provide a copy of the Purchase Agreement and refer Member to Ed Tech JPA's website.

**2.2.3** The Participating Associate Member shall have the opportunity to work with Vendor to determine the suitability of the product, and will provide Vendor with information regarding the Participating Associate Member's existing software and hardware environment, the number of student/employees anticipated to use the product and any other information necessary to establish an implementation plan. To enable the Participating Associate Member to make a timely determination as to suitability, within fourteen (14) days of Participating Associate Member's contact with Vendor, the selected Vendor shall provide the Participating Associate Member with a project plan that details the proposed implementation approach and timeline for the product ("Implementation Plan"). The Implementation Plan shall, at a minimum, include infrastructure and data integration, testing, content creation, training and post-implementation support and project evaluation.

**2.2.4** If the Participating Associate Member elects to confirm the purchase, it shall execute the Purchase Agreement including any required attachments, issue a Purchase Order to Vendor, and submit payment to Vendor in accordance with Participating Associate Member practices.

**2.2.5** The Purchase Agreement may require approval from the Participating Associate Member's governing board. Vendor shall provide a copy of the executed Purchase Agreement to Ed Tech JPA upon Ed Tech JPA's request.

**2.2.6** Once an executed Purchase Agreement is processed, Participant will work directly with Vendor for order fulfillment. Vendor will deliver products and services directly to the Participant in accordance with the implementation plan.

### **2.3 Purchase Agreement Implementation Process**

Vendors will be required to provide purchasers with the product(s) following Purchase Agreement execution and issuance of a Purchase Order, as agreed by both Vendor and Member. Participants will work directly with Vendors to receive the product.

#### **2.3.1 Project Timeline**

Vendor shall deliver the product to Participating Associate Member according to the implementation plan identified by the parties pursuant to Section 2.2 above.

#### **2.3.2 Site Access and Work Hours**

If Vendor requires access to any school site, access to each site will be coordinated through the Participating Associate Member project representative a minimum of five (5) work days in advance. Site access schedule and work plan must be submitted and approved by Participating Associate Member prior to the Vendor arriving onsite.

#### **2.3.3 DOJ Clearance**

All Vendor personnel working on any Participating Associate Member site shall have attained the proper Department of Justice (DOJ) clearance as required by applicable laws and the Participating Associate Member policy. Vendor must comply with this requirement and, upon request from Participating Associate Member, must demonstrate this clearance for all personnel prior to being allowed onsite. Those who are not cleared may not be allowed on the project.

#### **2.3.4 Interpretation of Plans and Documents**

The interpretation of the plans, specifications, forms, and all project documentation shall be determined by Participating Associate Member. It is Vendor's responsibility to verify existing conditions and assumptions. Vendor must verify all such information prior to executing a Purchase Agreement with Participating Associate Member and issuance of a Purchase Order.

### **2.4. Subscription-based Licensing, Bundling, Additional Services**

Purchases made pursuant to this RFP may include subscription-based licensing, product bundling, and training, maintenance and other additional services ("Additional Services") as determined between the Vendor and Participating Associate Members. The cost of Additional Services not reflected in the product purchase price found in Appendix C, Pricing Form, shall be subject to the Administrative Fee assessed by Ed Tech JPA.

## **3.0 Instructions to Vendors**

### **3.1 Proposal Contact and Correspondence**



All correspondence related to the RFP must be directed to the following designated Ed Tech JPA RFP contact:

Michelle Bennett, Purchasing Department  
MichelleBennett@iusd.org  
Irvine Unified School District  
5050 Barranca Parkway  
Irvine, CA 92604

There will be no verbal understandings recognized by the Ed Tech JPA.

No Vendor should attempt to contact or obtain information regarding this RFP from any other Ed Tech JPA representative.

All official records will be posted on the Ed Tech JPA website:

<https://edtechjpa.iusd.org/procurement/open-procurements>

or sent in writing by the official contact listed on the RFP or Amendments. It is the Vendor's responsibility to monitor the website for changes, updates, revisions and /or uploaded documents.

### **3.2 Proposal Deadline and Submission**

Proposals must be received no later than 12:00 pm PST on October 2, 2019.

Vendor to submit:

- (1) Master Bound Hardcopy Proposal in a binder that allows for easy removal of pages.
- (3) Additional Bound Hardcopy Proposals in binders that allow for easy removal of pages.
- (1) Electronic Proposal on CD or Flashdrive

Proposals shall be submitted in a sealed box/envelope and shall be clearly marked: "Response to RFP 19/20-02: Assessment Platform."

Proposals shall be submitted to:

Ed Tech JPA  
% Irvine Unified School District  
Purchasing Department  
Attn: Michelle Bennett  
5050 Barranca Parkway  
Irvine, California 92604

### **3.3 Delivery to Ed Tech JPA**

Written Proposals must be received at the Ed Tech JPA Office no later than the Proposal Submission Deadline specified in the Calendar of Events. No telegraphic, facsimile, or emailed

Proposal will be accepted. The Ed Tech JPA assumes no responsibility for late delivery.

If discrepancies between two (2) or more copies of the Proposal are found, the Proposal may be rejected. If, however, the Proposal is not rejected, the master copy will provide the basis for resolving such discrepancies.

### 3.4 Withdrawal, Resubmission or Modification

A Vendor may withdraw the Proposal at any time prior to the Proposal Submission Deadline specified in the Calendar of Events, by submitting a written request for its withdrawal to the designated Ed Tech JPA RFP contact, signed by the Vendor or authorized agent. The Vendor may thereafter submit a new or modified Proposal prior to the Proposal Submission Deadline. Modification offered in any other manner, oral or written, will not be considered. A Proposal cannot be changed, corrected, or withdrawn after the Proposal Submission Deadline.

### 3.5 Calendar of Events

Event	Details	Date
Advertisements - RFP Posting	Orange County Register	September 4 & 11, 2019
Pre-Proposal Vendor Conference (Non Mandatory)	5050 Barranca Parkway, Board Room, Irvine, CA 92604 <b>OR</b> 949-610-7036	1:00pm September 12, 2019
Last Day to Submit Questions (RFIs)	MichelleBennett@iusd.org	12:00pm September 19, 2019
Response to Questions Posted	<a href="https://edtechjpa.iusd.org/procurement/current-procurements">https://edtechjpa.iusd.org/procurement/current-procurements</a>	September 25, 2019
Proposals Due	5050 Barranca Parkway, Irvine, CA 92604	12:00pm October 2, 2019
Evaluation and Selection of Finalists		October 2 - 22, 2019
ED TECH JPA Board Action	5050 Barranca Parkway, Board Room, Irvine, CA 92604	<i>Anticipated</i> October 30, 2019

All dates subject to change. Amendments to these dates, and other aspects of the RFP, will be

posted at <https://edtechjpa.iusd.org/procurement/open-procurements> .

### **3.6 Preparation**

A Proposal should be prepared in such a way as to provide a straightforward description of Vendor capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and completeness and clarity of content.

The completed documents(s) should be without interlineations, alterations, or erasures. The Proposal should present all information in a concise manner, neatly arranged, legible, and in terms understandable for evaluation. All information requested is to be addressed directly and completely. It is more desirable to give additional information than less when the answer could be misinterpreted.

Responses must follow Ed Tech JPA-prescribed format, including all required forms and response templates. Vendors must include all documents and forms indicated in the Proposal Submission Checklist provided in Appendix B. Write out all answers using the Proposal Form template provided. Additional material may be submitted with the proposal as appendices. No brochures or marketing materials will be considered when scoring Proposals. Cross-references to the Proposal Form in additional materials will not be considered responsive. Any additional descriptive material that is used in support of any information in your proposal must be clearly identified.

The contents of Vendor's proposal, including technical specifications for hardware and software and software maintenance fees, shall remain valid for a minimum of one hundred and sixty (160) days after the proposal due date. If selected, Vendor's Proposal pricing shall remain valid for the duration of the contract term including the original contract and all extensions. If Vendor's Proposal includes functionality from a different platform than the Product the platform offering the functionality shall be clearly identified and all additional costs must be outlined clearly and included in the Optional Costs section of the Pricing Form in Appendix C. Costs not identified by the Vendor shall be borne by the Vendor and will not alter the requirements identified in this solicitation.

The person signing verifies that he/she is authorized to submit the proposal and bind Vendor to provide the products/services listed in the RFP, Proposal and any resulting Master Agreement and Purchase Agreement(s).

### **3.7 False and Misleading Statements**

A Proposal which contains false or misleading statements, or which provides references which do not support an attribute or condition contended by Vendor, may be rejected if, in the opinion of Ed Tech JPA, such information was intended to mislead Ed Tech JPA in its evaluation of the Proposal, and the attribute, which is a condition or capability of a requirement of this RFP.

### **3.8 Request for Information (RFI)**

Vendors are encouraged to ask questions during the open RFP period. All questions shall be in writing and submitted to the listed Ed Tech JPA contact person. Questions must be received by the deadline specified in the Calendar of Events. There shall be no verbal understandings or clarifications recognized by the Ed Tech JPA. All responses shall be in writing by an authorized Ed Tech JPA employee or their designated representative. Responses to all RFIs received will be posted on the Ed Tech JPA Website. It is Vendor's responsibility to monitor the Ed Tech JPA website for RFI Responses, RFP Amendments, changes, updates, revisions and/or uploaded documents.

### **3.9 Amendments to the RFP**

During the RFP period, the Ed Tech JPA may amend the RFP. Amendments to the RFP and/or calendar of events will be posted at <https://iusd.org/education-technology-joint-powers-authority>.

### **3.10 Limits of the RFP**

Ed Tech JPA reserves the right to reject all proposals and will determine what future action, if any, will be taken. All costs incurred in the preparation or submission of a proposal shall be entirely the responsibility of the Vendor and shall not be chargeable directly or indirectly to the Ed Tech JPA, its Founding or Associate Members, or Eligible Entities.

### **3.11 Public Records Act**

All records, documents, drawings, plans, specifications and other materials submitted by Vendor in its proposal, during the procurement process, and during the course of any work awarded shall become the exclusive property of Ed Tech JPA and may be **deemed public records** and subject to the provisions of the California Public Records Act (Government Code, sections 6250 et seq.). Ed Tech JPA's use and disclosure of its records are governed by this Act. Ed Tech JPA will accept information clearly labeled "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" as determined by the submitting party in accordance with the Act. Ed Tech JPA will endeavor to inform Vendor of any request for the disclosure of such information. Under no circumstances, however, will Ed Tech JPA be responsible or liable to Vendor or any other party for the disclosure of any such labeled information. Vendors that indiscriminately identify all or most of their proposal as exempt from disclosure without justification may, at Ed Tech JPA's discretion, be deemed non-responsive; and such information shall be deemed public records. Ed Tech JPA will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of "Trade Secret," "Confidential" or "Proprietary." If litigation is brought under the Public Records Act concerning documents submitted in response to this RFP, the appropriate Vendor shall indemnify, defend and hold harmless Ed Tech JPA in such litigation. Ed Tech JPA reserves the right to withhold information for review by competitors until after it has completed its evaluation. Information marked as "Trade Secret," "Confidential" or "Proprietary" will be



available to Ed Tech JPA Members through a member's-only webpage unless Vendor indicates that such information should not be available to Ed Tech JPA Members who are considering purchasing Product.

## 4.0 Evaluation and Award

### 4.1 General Information

Award will be made to the Vendor(s) offering an advantageous proposal for Product and related services. Ed Tech JPA shall not be obligated to accept the lowest priced proposal(s), but will make an award(s) in the best interest of the Associate Members and Founding Members after all factors have been evaluated. Ed Tech JPA may make awards to multiple vendors. All proposals received in response to this RFP will receive a fair and impartial evaluation by the Ed Tech JPA. In conducting this evaluation, Ed Tech JPA and Associate Members may obtain and use information, in addition to that contained in the proposals, from any source desired. Customers on each Vendor's reference list may be contacted, as may other customers selected by the Ed Tech JPA and listed by Vendor as a reference.

Ed Tech JPA shall make its evaluation in its sole discretion and its decision to award a Master Agreement(s) shall be final. Thereafter, Founding Members and Associate Members electing to purchase pursuant to an awarded Master Agreement shall use their discretion in evaluating and selecting a product. The Public Contracts Code section 20118.2 shall guide both the Ed Tech JPA's evaluation of proposals and Master Agreement negotiations, as well as Eligible Entities' selection of vendor, and Purchase Agreement negotiations associated with this Request for Proposals.

### 4.2 Requirements

Vendors must meet all of the essential requirements defined in this RFP, including compliance with performance, licensing requirements, ability to deliver specified services, conformance to the terms and conditions of this RFP, meeting mandatory system requirements, performance expectations, contract requirements and general terms. Vendors that do not meet the minimum requirements may be disqualified. All essential requirements shall be denoted with two asterisks (\*\*).

#### 4.2.1 Permits and Licenses

Vendor and all of the Vendor's employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services listed herein. All operations and materials shall be in accordance with all applicable Federal, State, County and City requirements.

#### **4.2.2 Delivery and Installation Requirements**

All items shall be F.O.B. Destination to delivery locations specified in the Site Delivery List. Delivery charges, fuel surcharges or any additional costs associated with delivery will not be accepted or paid by Ed Tech JPA or Participating Associate Members. Actual delivery of products shall be coordinated with Participating Associate Member. Pallets and boxes must be broken down and disposed of by Vendor.

#### **4.2.3 Fingerprinting**

If applicable, all contractors, including subcontractors shall be required to comply with the provisions of Education Code 45125.1 and 45125.2 and Participating Associate Member Board policies to ensure that no contractor employees or employees of subcontractors who may come in contact with Participating Associate Member pupils in the performance of their duties have been convicted of a violent or serious felony as defined in the California Penal Code Section 677.5(c) and 1192.7(c). During the term of the Agreement, the contractor, including subcontractors, shall comply with the provisions of Education Code Section 45125.1, including fingerprinting when Participating Associate Member determines that the contractor's employees or employees of subcontractor will have more than limited contact with Participating Associate Member pupils. If the contractor, or its subcontractors, fails or refuses to comply with this provision, such failure or refusal shall be considered sufficient cause for disqualification from further award considerations. If such failure or refusal to comply occurs after the Purchase Agreement is executed, Participating Associate Member may terminate the Agreement, in whole or part with no penalty.

#### **4.3 Scoring, Interviews & Vendor Presentations**

Qualifying Vendors will be evaluated on their complete proposal, based on the following considerations:

Vendor Support and Ability to Perform  
Technology Requirements  
Functionality and Usability  
Price

**Vendors must meet all essential requirements to be awarded a Master Agreement pursuant to this RFP. Essential requirements are denoted with two asterisks (\*\*).**

Ed Tech JPA reserves the right to 1) conduct in-person interviews and/or require a formal presentation for all or a portion of the responding Vendors, 2) visit one (1) or more of the Vendor's current customer sites, and conduct discussions with responsible representatives who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Prior to award, Vendors may be asked to

submit best and final offers. Vendors shall be given fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. In conducting discussions, Ed Tech JPA will not disclose information derived from proposals submitted by competing firms.

Participating Associate Members reserve the right to 1) conduct in-person interviews and/or require a formal presentation 2) visit one (1) or more current customer sites, and conduct discussions with all or a portion of the Vendors with a current Master Agreement in place with Ed Tech JPA.

#### **4.4 Contract and Warranties**

Following the Award of the Master Agreement pursuant to this RFP, Participating Associate Members may enter into a Purchase Agreement with a selected Vendor to deliver the proposed products and services. The resulting agreement shall conform to the terms and conditions set forth in this RFP and Ed Tech JPA's standard Purchase Agreement. Copies of Ed Tech JPA's standard Master Agreement and the Purchase Agreement are included in Appendix A of this document. Any exceptions or proposed alterations to conditions and requirements defined in this document and Ed Tech JPA's standard agreements must be included in Vendor's proposal.

The Selected Vendor will guarantee that the proposed products and services shall conform in all material respects to Ed Tech JPA's specifications in this RFP and the Selected Vendor's documentation accompanying or referred to in this RFP.

If a Master Agreement is awarded as a result of this procurement process, all warranties made by the Selected Vendor, including the Vendor's response to the RFP, this RFP and any attachments, bulletins, supporting documentation, or addenda to the RFP shall be incorporated into the Master Agreement and shall be binding upon the Selected Vendor, both pursuant to the Master Agreement and in the execution of Purchase Agreement(s) with Participating Associate Members. This RFP, and Addenda issued, the Selected Vendor's Proposal, and all supporting documentation will become a part of the Master Agreement and all subsequent Purchase Agreements. Any Proposal attachments, documents, letters, and materials submitted by the Vendor shall be binding and may be included as part of the Master Agreement and Purchase Agreement. Submission of a successful Proposal is not the end of the contractual process; further negotiation over the Agreement terms and conditions will be necessary.

#### **4.5 Covenant Against Gratuities**

Vendor warrants by signing and submitting its proposal in response to this RFP that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor or any agent or representative of Vendor to any officer or employee of Ed Tech JPA with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract.

For breach or violation of this warranty, Ed Tech JPA shall have the right to terminate the

contract, either in whole or in part, and any loss or damage sustained by the Ed Tech JPA or its Members in procuring on the open market any services which Vendor agreed to supply shall be borne and paid for by Vendor. The rights and remedies of Ed Tech JPA or its Members provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Master Agreement or Purchase Agreement.

## 5.0 Technology Requirements

The technology requirements are outlined in the attached Proposal Form ("Proposal") included herein as Attachment 1.

## 6.0 Rules

The following rules and regulations must be followed by every Vendor/Contractor/Provider doing business with Participating Associate Members. Failure to comply may result in the removal of Vendor and/or members of Vendor's crew from the job, and possible back charges for Participating Associate Members' direct costs.

6.1.1 Participating Associate Member is a tobacco free school district. The use of tobacco or tobacco products is prohibited on any part of the Participating Associate Member grounds.

6.1.2 Vendor agrees to abide by all applicable City laws, including those relating to hours and noise of construction work. If Vendors want to work other than hours approved by the city, Vendor must get a waiver from the City.

6.1.3 Anyone not directly involved in the scope of work shall not be on the job site, or Participating Associate Member property. Vendor assumes full responsibility for all parties on the site who are there as a result of their direct or indirect involvement with the Vendor.

6.1.4 No music, i.e. radios, cassettes, CD's, iPods, headphones, or other electronic or acoustic device, etc.

6.1.5 No pets are allowed on Participating Associate Member property.

6.1.6 Fraternalization or other contact with students is strictly forbidden.

6.1.7 Any Vendor working on a site where students are present when Participating Associate Member has determined that the contractor's employees or employees of subcontractor will have more than limited contact with Participating Associate Member pupils must supply the Participating Associate Member with certification that all employees on the

project have been fingerprinted and approved per state law and Participating Associate Member Board policy. Vendor must agree to abide by all Participating Association Member policies to enforce the safety of students.

6.1.8 The Vendor shall supply prior to the start of work Certificate of Insurance coverages, as outlined in the Insurance Requirement Acknowledgement (Appendix B).

6.1.9 Vendor is required to collect, haul and dispose of all debris, trash and spoilage associated to this project. Vendor shall keep all items secured and maintained in a safe manner until properly disposed of.

6.1.10 Care must be taken to minimize damage to the surrounding work environment. All areas affected by the project are to be restored to a pristine condition. This includes replacement of any damaged property or equipment, painting, woodwork, wood staining, trim, cabinetry, carpentry, masonry and all other areas as needed.

6.1.11 Participating Associate Member has a **Zero Tolerance Policy** that will be enforced towards Negative or Questionable Conduct or behavior.

6.1.12 While on Participating Associate Members' property and/or project area there will be **No Fraternizing** by the Vendor's workforce with anyone outside the project's construction forces.

6.1.13 Professional and Neat Appearance of workforce shall be maintained at all times. No offensive, suggestive, or inappropriate attire will be permitted.

6.1.14 Use of foul, slanderous, offensive, discourteous or disrespectful language WILL NOT be tolerated.

6.1.15 **"Cruising" or "Loitering" on Participating Associate Member property or job site is not permitted** at any time. Employees or associates of the Vendor when not engaged in official activities as directed by their employer shall leave Participating Associate Members' property until the next Work Call.

6.1.16 Vendor or its employees or associates are not allowed to be in any area of the Participating Associate Members' property that has not been specifically authorized by Participating Associate Member or its designee without an official and designated escort.

6.1.17 Vendor will remove and replace all furniture and equipment as required. Vendor will make liaison with the appropriate designated representative on relocation of any equipment. Note: the greatest care is to be taken in all cases where dealing with Participating Associate Member equipment. Any damage is at the Vendor's expense. Vendor must notify Participating

Associate Member two (2) days in advance when personal items must be removed or may be affected by the Vendor.

6.1.18 Vendor shall maintain the project area in the highest state of safety and cleanliness. During the work shift the areas will be kept orderly and not allowed to become cluttered or in a state where safety is compromised. At the end of each shift Vendor shall ensure that all project equipment, material and debris is properly stowed and secured, or picked up and disposed of as appropriate.

6.1.19 Vendor shall indemnify and hold harmless Ed Tech JPA, its Board of Trustees, officers, agents, and employees from all actions, claims or demands arising from its work under the Agreement and any all resulting loss, damages, costs or attorney's fees.

6.1.20 Vendor shall indemnify and hold harmless Participating Associate Member, its Board of Trustees, officers, agents, and employees from all actions, claims or demands arising from its work under the Agreement and any all resulting loss, damages, costs or attorney's fees.

6.1.21 Vendor, when required by law, and at the request of Participating Associate Member, shall pay prevailing wages.

6.1.22 Based on the installation plan supplied to the Participating Associate Member for a particular site or sites, the Participating Associate Member may require the Provider to obtain a payment bond, a performance bond, or both.

6.1.23 Each Associate Member of Ed Tech JPA may have additional Rules, which will be provided to Vendor upon request. Vendor agrees to adhere to the Rules for each Associate Member and/or Founding Member that contracts with it.

## 7.0 Proposal Format

**All Proposals shall be submitted on the attached Proposal Form**, provided as Attachment

1. These instructions prescribe the mandatory Proposal Form and the approach for the development and presentation of Proposal information. Proposal Form instructions must be adhered to, all questions must be answered, and all requested data must be supplied. Vendor response to each of the minimum requirements in this RFP is required. Failure to respond or non-adherence to any minimum requirement in this section may be cause for the Proposal to be rejected.

Vendor shall submit a Proposal Form with all information requested. The Proposal should be as

clear, complete, and consistent as possible. Some items in this section request a direct response or supporting information from the Vendor. Other items are written as statements of compliance. Vendor must confirm compliance/conformance to all statements in its response. All sections and subsections must be addressed. All documents requiring Vendor signature shall be executed by a duly authorized representative of Vendor.

In addition to responding to the defined minimum requirements, Ed Tech JPA encourages Vendor to submit information about additional functionality or services not specifically requested in the RFP and documentation to support the claims in the proposal. Vendor's proposal should be constructed to provide a complete picture of the features of the proposed solution, the Vendor's ability to perform, and functionality or services that may distinguish the proposed solution from other competitive offerings. Proposals will be evaluated both on the satisfaction of Ed Tech JPA's minimum requirements, as well as the additional information submitted by Vendors to depict their complete solutions. Additional material may be submitted with the proposal as appendices. No brochures or marketing materials will be considered when scoring Proposals. Any additional descriptive material that is used in support of any information in your proposal must be clearly identified.

**Vendors must meet all essential requirements in each Section completed in Vendor's response to be awarded a Master Agreement pursuant to this RFP. Essential requirements are denoted with two asterisks (\*\*). If Vendor does not offer aspects of a solution Vendor may leave the Section asking for details about the Products not offered blank, and make a note "Not Included".**



## **Appendix A: Standard Master Agreement and Standard Purchase Agreement**

**ED TECH JPA MASTER AGREEMENT: [Product/RFP]**

This Master Agreement ("MA"), is made as of **DATE** ("Effective Date"), by and between the Education Technology Joint Powers Authority ("ED TECH JPA") and **[INSERT]** ("VENDOR").

**BACKGROUND**

A. Education Technology JPA is a Joint Powers Authority formed by California public school districts, county offices of education, and community college districts pursuant to California Government Code Sections 6500-6536. ED TECH JPA aggregates purchasing power and expertise for its Associate Members across California.

B. ED TECH JPA establishes its contracts for products and services through the following process:

1. On **[DATE]**, ED TECH JPA issued a Request for Proposal for **[PRODUCT]** (the "RFP") on behalf of ED TECH JPA members. ED TECH JPA invited qualified vendors to submit pricing products and services in response to the RFP.
2. ED TECH JPA published the RFP on its Website and in a local periodical:
3. ED TECH JPA received one or more responses to the RFP. ED TECH JPA evaluated all responses which complied with the terms of the RFP, using the following criteria: Functionality and Usability, Vendor Support and Ability to Perform, Price, and Technology Requirements.
4. ED TECH JPA selected VENDOR for an award under the RFP for **specified products and services** (the "Products"). The parties are entering this Master Agreement ("MA") to evidence the terms and conditions of that award.

**AGREEMENT**

Now, therefore, for good and valuable consideration, the parties agree as follows.

**1. GRANT AND ACCEPTANCE OF AWARD**

ED TECH JPA awards this MA to VENDOR under the RFP with respect to the products or services ("Products") at the prices listed in Exhibit A. VENDOR accepts the award and confirms VENDOR's acceptance of all terms and conditions of the RFP, which are incorporated herein by this reference. This MA includes the services and pricing offered in VENDOR's RFP response, as identified in Appendix C, Pricing Form. Prices will remain valid for all Participating Associate Members of ED TECH JPA through the expiration of the MA.

**2. TERM**

The term of this MA (the "Term") shall commence on the Effective Date and shall expire after a period of **three (3)** years. The MA may be extended for up to two additional one (1) year terms beyond the original term, for a total of up to five (5) years. The parties understand that Participants may order Products under this MA to be delivered after the Term of this MA; in

some cases, Products may be delivered over multiple years after the Term. The expiration or termination of this MA shall not affect VENDOR's obligation to deliver Products as ordered by Participants during the Term.

### **3. PARTICIPANTS**

The pricing, terms, and conditions of this MA will be made available to ED TECH JPA Founding Members, Associate Members and to other "Eligible Entities" who elect to become Associate Members of the ED TECH JPA. Eligible Entities are all California public school districts, county offices of education, and community college districts, and any other public agency in the United States whose procurement rules, whether internal rules or rules enacted pursuant to statute, allow them to purchase Products through a procurement vehicle such as ED TECH JPA. A "Participant" or "Participating Associate Member" is an Eligible Entity who chooses to purchase items through this MA, including Associate Members and Founding Members.

VENDOR acknowledges that each Participant is responsible for (a) completing their own due diligence regarding the suitability of VENDOR and Products for Participant's needs, (b) entering into one or more Purchase Agreements with VENDOR to document the quantities, total costs, and delivery terms for Products, (c) and coordinating implementation of Products with VENDOR. VENDOR is not under any contractual obligation to provide Products to Participants until such time as both a MA and a Purchase Agreement have been fully executed. The RFP was conducted for the limited purposes specified in the RFP. ED TECH JPA does not provide assurance or warranty to VENDOR with respect to other issues, including Participant's payments to VENDOR. ED TECH JPA will not assist in implementation or represent VENDOR in the resolution of disputes with Participants.

### **4. PURCHASE AGREEMENTS**

Participating Associate Members may browse products in the JPA website. Prior to executing the Purchase Agreement ("PA"), Associate Members will work with a VENDOR representative to determine the VENDOR implementation timeline and implementation plan ("Implementation Plan") as further described in Section 2.2 of the RFP. To confirm Participant's request to buy Products using the RFP, Participant and VENDOR must complete and execute a Purchase Agreement ("PA") for the specific Products and provide that PA to ED TECH JPA. The PA is included herein in this Appendix A for reference.

The PA will contain a general description of the Products ordered, contact information for VENDOR and Participant related to purchase and sale of the Products, and an acknowledgement that the purchase is subject to the terms of the RFP and this MA. Participant and VENDOR may agree on contingencies, such as timing contingencies, applicable to delivery of Products.

A completed PA must be presented to ED TECH JPA no later than sixty (60) days after Participant and VENDOR reach agreement on the Implementation Plan. ED TECH JPA will

accept timely submitted and properly completed PAs, and thereafter, VENDOR will work directly with a Participating Associate Member to fulfil the order according to the parties' agreed-upon Implementation Plan. ED TECH JPA is not responsible to verify payment to vendor.

## **5. PROGRAM PROMOTION**

It is in the interest of both parties that VENDOR will promote and support ED TECH JPA Master Agreements using methods that best suit the VENDOR's business model, organization, and market approach. ED TECH JPA specifically desires VENDOR to generate interest in the MA, and direct its existing clients who are Eligible Entities to use its MA as VENDOR's preferred form of contracting with Eligible Entities.

VENDOR may be asked to participate with ED TECH JPA staff in related trade shows, conferences, and online presentation to promote the MA. ED TECH JPA will promote MAs through the creation of marketing materials, as well as active outreach to its constituents.

ED TECH JPA expects VENDOR's field and internal sales forces will be trained and engaged in use of the MA for the duration of the contract term. VENDOR agrees that all sales will be accurately and timely reported to ED TECH JPA. VENDOR shall provide a single point of contact with the authority and responsibility for the overall success of promotion of the MA.

ED TECH JPA may schedule periodic reviews with VENDOR to evaluate VENDOR's performance of the commitments outlined in this MA, as well as leads, current projects and projected sales.

## **6. INVOICING FOR SERVICES**

VENDOR shall invoice each Participant for Products and Participant shall disburse payment to VENDOR upon receipt of the Board approved, executed Purchase Agreement between Participating Associate Member and VENDOR. ED TECH JPA does not guarantee timely payment. The Purchase Agreement is between VENDOR and Participant.

## **7. EQUIPMENT ADDITIONS/DELETIONS**

VENDOR may add or delete equipment introduced or removed from the market by the manufacturer under the following conditions:

- A) Deleted Equipment has been discontinued and is no longer available from the manufacturer;
- B) Added Equipment is a direct replacement for original products listed in the RFP, VENDOR's Proposal, the Master Agreement and/or any Purchase Agreements;
- C) VENDOR has obtained prior written Board approval from Ed Tech JPA;
- D) VENDOR receives an executed Amendment to the Master Agreement;
- E) VENDOR has obtained prior written Board approval from Participating Associate Members; and
- F) VENDOR receives an executed Amendment to the Purchase Agreement.

#### **8. MINIMUM PRICE GUARANTEE**

VENDOR agrees not to sell directly, or through a reseller, to ED TECH JPA's Eligible Entities (regardless of whether the Eligible Entity is an Associate Member of the ED TECH JPA), including all California public school districts, county offices of education, and community college districts, and any other public agency in California whose procurement rules, whether internal rules or rules enacted pursuant to statute, allow them to purchase goods or services through a procurement vehicle such as ED TECH JPA, the Product(s) subject to the Master Agreement at a price lower than the price offered pursuant to the RFP and this Master Agreement.

During the period of delivery under a contract resulting from this RFP, if the price of an item decreases, Ed Tech JPA Participating Associate Members shall receive a corresponding decrease in prices on the balance of the deliveries for as long as the lower prices are in effect. Vendor agrees to amend the Master Agreement to reflect the decreased pricing. At no time shall the prices charge to Ed Tech JPA Participating Associate Members exceed the prices under which the RFP was awarded. Ed Tech JPA Participating Associate Members shall be given the benefit of any lower prices which may, for comparable quality and delivery, be given by the Vendor to any other school district or any other state, county, municipal or local government agency in a California County for the product(s) listed in the RFP.

#### **9. EXPENSES.**

ED TECH JPA shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR in providing Products and Services for ED TECH JPA or Associate Members.

#### **10. COMPLIANCE WITH APPLICABLE LAW**

The Products completed herein must meet the approval of the ED TECH JPA and shall be subject to the ED TECH JPA's general right of inspection to secure the satisfactory completion thereof. VENDOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to VENDOR, VENDOR's business, the Products, equipment and personnel engaged in Products covered by this MA or accruing out of the performance of such Products. If VENDOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, VENDOR shall bear all costs.

#### **11. DATA PRIVACY**

VENDOR agrees that all products and services are fully compliant with all applicable requirements including all state and federal laws. VENDOR has executed the California Student Data Privacy Agreement (CSDPA), attached to the RFP as Appendix E.

#### **12. PERMITS/LICENSES**

VENDOR and all VENDOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Products pursuant to this MA.

### **13. INSURANCE**

VENDOR shall insure VENDOR's activities in connection with the Products under this MA and agrees to carry insurance as specified in the RFP to ensure VENDOR's ability to adhere to the indemnification requirements under this MA.

### **14. TRANSACTION REPORTING**

VENDOR will comply with all reasonable requests by ED TECH JPA for information regarding VENDOR's transactions with Participants, including transmittal of transaction data in electronic format. VENDOR will report to ED TECH JPA all Services ordered by Participants, in reasonable detail, not later than sixty (60) days after order. VENDOR acknowledges that ED TECH JPA will track the use of this MA through databases managed by ED TECH JPA.

### **15. ADMINISTRATIVE FEE**

A. VENDOR agrees to pay ED TECH JPA an administrative fee (the "Administrative Fee") calculated as four percent (4%) of the gross invoiced amount of any Participant agreement with VENDOR based on an award under the RFP, including any Additional Services, or agreement extensions or renewals. Computations of the Administrative Fee shall exclude state, local, or federal taxes levied on invoiced amounts. The Administrative Fee is not refundable to Participants or Vendors under any circumstances. In the event ED TECH JPA's operating costs increase, the Administrative Fee is subject to an increase to offset such increased costs. Any increase shall automatically take effect upon 30 day notice from ED TECH JPA, and VENDOR shall be permitted to amend this MA to increase pricing in the attached Exhibit A in direct proportion to the adjusted Administrative Fee. Such amendment shall take immediate effect and apply to all Purchase Agreements executed after the execution date of the Amendment.

B. Administrative Fees shall be payable at the end of each quarter as follows:

Reporting Period	Due Date
January 1 - March 31	April 30
April 1 - June 30	July 31
July 1 - September 30	October 31
October 1 - December 31	January 31

- C. VENDOR must submit a check, payable to Education Technology Joint Powers Authority remitted to:  
Ed Tech JPA  
% Clovis Unified School District  
Business Services Department  
1450 Herndon Ave  
Clovis, CA 93611
- D. The administrative fee shall not be included as an adjustment to VENDOR's Ed Tech JPA Master Agreement pricing.
- E. The administrative fee shall not be invoiced or charged to the Participating Associate Member.
- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from Participating Associate Member.
- G. Any payments that a VENDOR makes or causes to be made to Ed Tech JPA after the due date as indicated on the Quarterly Report Schedule shall accrue interest at a rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, until such overdue amount shall have been paid in full. The right to interest on late payments shall not preclude Ed Tech JPA from exercising any of its other rights or remedies pursuant to this agreement or otherwise with regards to Vendor's failure to make timely remittances.
- H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

## 16. **CONTRACT MANAGEMENT**

- A. The primary VENDOR contract manager for this Master Agreement shall be as follows:  
**Name:**  
**Attn:**  
**Address:**  
**Email:**  
**Phone:**
- B. The primary Ed Tech JPA contract manager for this Master Agreement shall be as follows:  
Education Technology JPA  
Attn: Michelle Bennett  
5050 Barranca Parkway  
Irvine, CA 92604  
[MichelleBennett@iusd.org](mailto:MichelleBennett@iusd.org)  
949-936-5022
- C. Should the contract administrator information change, the changing party will provide written notice to the affected party with the updated information no later than ten (10) business days after the change.



#### **17. INDEMNIFICATION**

To the extent permitted under applicable law, VENDOR will defend, indemnify and hold harmless ED TECH JPA and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim: (i) alleging that the product infringes or misappropriates the proprietary or intellectual property rights of such third party; (ii) that results from the negligence or intentional misconduct of VENDOR or its employees or agents; or (iii) that results from any breach of any of the representations, warranties or covenants contained herein by VENDOR or in any direct communication between VENDOR and any ED TECH JPA Member.

ED TECH JPA. To the extent permitted under applicable law, ED TECH JPA will defend, indemnify and hold harmless VENDOR and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim that results from (i) the negligence or intentional misconduct of ED TECH JPA or its employees or agents or (ii) any breach of any of the representations, warranties or covenants contained herein by ED TECH JPA.

#### **18. ATTORNEYS' FEES**

If any action at law or in equity is brought to enforce or interpret the provisions of this MA, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which the party may be entitled.

#### **19. SEVERABILITY**

In the event that any provision of this MA is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this MA will be affected by such holding, and all of the remaining provisions of this MA will continue in full force and effect.

#### **20. DEFAULTS**

In the event that VENDOR defaults in its obligations under this MA, and if such default is not cured within 30 days after notice of the default from ED TECH JPA to VENDOR, then ED TECH JPA may pursue any available remedies against VENDOR, including but not limited to termination of this MA.

#### **21. GOVERNING LAW AND VENUE**

THIS MA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS LOCATED IN ORANGE COUNTY, CALIFORNIA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS MA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

PROVISIONS REQUIRED BY LAW: VENDOR acknowledges that it has conducted and performed the required research to become aware and knowledgeable of all federal, state and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this MA. These provisions of law and any clause required by law that is associated with this transaction will be read and enforced as though it were included herein..

## **22. NOTICES**

All notices under this MA must be in writing and will be effective (a) immediately upon delivery in person or by messenger, (b) the next business day after prepaid deposit with a commercial courier or delivery service for next day delivery, (c) upon receipt by facsimile as established by evidence of successful transmission, (d) when emailed to the receiving party at the receiving party's assigned email address with delivery receipt requested, upon electronic confirmation the transmission has been delivered, or (e) five (5) business days after deposit with the US Postal Service, certified mail, return receipt requested, postage prepaid. All notices must be properly addressed to the addresses set forth on the signature page to this MA, or at such other addresses as either party may subsequently designate by notice.

## **23. ASSIGNMENT**

The obligations of the VENDOR pursuant to this MA shall not be assigned by the VENDOR without prior written consent of Ed Tech JPA.

## **24. COUNTERPARTS**

This MA may be signed and delivered in two (2) counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the MA, and the MA shall not be binding on any party until all Parties have signed it.

## **25. AUTHORIZED SIGNATURE**

The individual signing this MA warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the MA and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

## **26. SURVIVAL**

The parties' respective obligations under the following sections of this MA shall survive any termination of this MA: Sections 13 through 21, covering Transaction Reporting, Administrative Fee, Indemnification, Attorneys' Fees, Severability, Defaults, Governing Law, and Notices.

## **27. EXHIBITS**



This MA includes all documents referenced herein, whether attached hereto or otherwise incorporated by reference.

**IN WITNESS WHEREOF, the parties have executed this Master Agreement as of the Effective Date.**

ED TECH JPA

**VENDOR**

\_\_\_\_\_  
By: Brianne Ford  
President of the Board

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Exhibit A**

**ED TECH JPA Pricing**

### Exhibit B

### Usage Report Template

Member Agency	Date Purchase Agreement Executed	Date Order Fulfilled /Invoice Generated	Order Details/ Products Purchased	Total Purchase Price	JPA Admin Fee (4% of Purchase Price)	Notes	New/Renewal
							<input type="checkbox"/> New customer <input type="checkbox"/> Existing customer - new agreement <input type="checkbox"/> Existing customer - renewal
							<input type="checkbox"/> New customer <input type="checkbox"/> Existing customer - new agreement <input type="checkbox"/> Existing customer - renewal
							<input type="checkbox"/> New customer <input type="checkbox"/> Existing customer - new agreement <input type="checkbox"/> Existing customer - renewal

## **ED TECH JPA PURCHASE AGREEMENT: [Product/RFP]**

This Purchase Agreement (this "PA"), is made as of **DATE** (the "Effective Date"), by and between the **[INSERT ASSOCIATE MEMBER]** ("PARTICIPANT") and **[INSERT]** ("VENDOR").

### **BACKGROUND**

A. Education Technology JPA ("ED TECH JPA") is a Joint Powers Authority formed by California public school districts, county offices of education, and community college districts pursuant to California Government Code Sections 6500-6536. ED TECH JPA aggregates purchasing power and expertise for its Associate Members across California.

B. ED TECH JPA establishes its contracts for products and services through the following process:

1. On **DATE**, ED TECH JPA issued a Request for Proposal for **[PRODUCT]** (the "RFP") on behalf of ED TECH JPA members. ED TECH JPA invited qualified vendors to submit pricing products and services in response to the RFP.
2. ED TECH JPA published the RFP on its Website and in a local periodical.
3. ED TECH JPA received one or more responses to the RFP. ED TECH JPA evaluated all responses which complied with the terms of the RFP, using the following criteria: Functionality and Usability, Vendor Support and Ability to Perform, Price, and Technology Requirements.
4. ED TECH JPA selected VENDOR for an award under the RFP for **specified products and services** (the "Products") and thereafter entered into a Master Agreement (MA) to establish the terms by which Associate Members of the Ed Tech JPA may purchase products from Vendor.

C. A California public entity using the Ed Tech JPA RFP to buy Products is a "Participant" or "Participating Associate Member".

D. PARTICIPANT has completed its own due diligence regarding the suitability of VENDOR and Products for Participant's needs.

E. The parties are entering this PA to establish the terms and conditions of the purchase by Associate Member pursuant to that Master Agreement.

### **AGREEMENT**

Now, therefore, for good and valuable consideration, the parties agree as follows.

#### **1. PARTICIPATION IN MASTER AGREEMENT**

This PA is subject to the terms of the RFP and the corresponding MA between ED TECH JPA and VENDOR, which are incorporated herein by this reference. VENDOR and PARTICIPANT agree (a) to the terms and conditions of the RFP and the MA covering the requested Products,

(b) any additions or deletions to Products listed on this PA shall be promptly executed through an amendment to this PA, signed by VENDOR and PARTICIPANT.

VENDOR agrees as follows:

Vendor acknowledges that each PARTICIPANT is responsible for (a) completing their own due diligence regarding the suitability of VENDOR, (b) prior to executing a Purchase Agreement, Associate Members will work with a VENDOR representative to establish an Implementation Plan with the Participating Associate Member, as further described in Section 2.3 of the RFP, and (c) an Associate Member is not bound to a purchase until it has obtained approval from its Board and executed this Purchase Agreement with the VENDOR for the product. VENDOR further acknowledges and agrees (c) by entering into one or more Purchase Agreements with PARTICIPANT, VENDOR is has agreed to the delivery terms for Products as established in the Implementation Plan and VENDOR will faithfully carry out timely implementation of the Products with PARTICIPANT. Order details, including an Additional Services, and the parties' Implementation Plan are attached hereto as Exhibit A.

PARTICIPANT agrees as follows:

PARTICIPANT acknowledges and agrees that (a) it has performed its own due diligence in selecting the VENDOR's Product and its suitability to Participant's needs, including using price as a significant factor, (b) VENDOR has provided a suitable Implementation Plan to Participant outlining all necessary dates and Participant needs, and (c) it will pay the costs as quoted by VENDOR in the RFP and the MA.

## **2. COMPLIANCE WITH APPLICABLE LAW**

VENDOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to VENDOR, VENDOR's business, the Products, equipment and personnel engaged in Products covered by this PA or accruing out of the performance of such Products. If VENDOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, VENDOR shall bear all costs.

## **3. DATA PRIVACY**

VENDOR agrees that all products and services are fully compliant with all applicable requirements including all state and federal laws. VENDOR has executed the California Student Data Privacy Agreement (CSDPA), attached to the RFP as Appendix E.

## **4. PERMITS/LICENSES**

VENDOR and all VENDOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Products pursuant to this PA.



## **5. INSURANCE**

VENDOR shall insure VENDOR's activities in connection with the Products under this PA and agrees to carry insurance as specified in the RFP to ensure VENDOR's ability to adhere to the indemnification requirements under this PA.

## **6. EQUIPMENT ADDITIONS/DELETIONS**

VENDOR may add or delete equipment introduced or removed from the market by the manufacturer under the following conditions:

- G) Deleted Equipment has been discontinued and is no longer available from the manufacturer;
- H) Added Equipment is a direct replacement for original products listed in the RFP, VENDOR's Proposal, the Master Agreement and/or any Purchase Agreements;
- I) VENDOR has obtained prior written Board approval from Ed Tech JPA;
- J) VENDOR receives an executed Amendment to the Master Agreement;
- K) VENDOR has obtained prior written Board approval from Participating Associate Members; and
- L) VENDOR receives an executed Amendment to the Purchase Agreement.

## **7. INVOICING FOR SERVICES**

The RFP Number and Name shall appear on each purchase order and invoices for all purchases placed under this Purchase Agreement. Unless otherwise agreed upon by both parties in writing, signing a delivery and acceptance certificate constitutes acceptance of the Products and allows VENDOR to invoice for the Products. ED TECH JPA does not guarantee timely payment. The Purchase Agreement is between VENDOR and Participant.

## **8. CONTRACT MANAGEMENT**

- A. The primary VENDOR contract manager for this Purchase Agreement shall be as follows:

**Name:**

**Attn:**

**Address:**

**Email:**

**Phone:**

- B. The primary Participant contract manager for this Purchase Agreement shall be as follows:

**Name:**

**Attn:**

**Address:**

**Email:**

**Phone:**

- C. The primary Ed Tech JPA contract manager for this Purchase Agreement shall be as follows:

Education Technology JPA  
Attn: Michelle Bennett  
5050 Barranca Parkway  
Irvine, CA 92604  
[MichelleBennett@iusd.org](mailto:MichelleBennett@iusd.org)  
949-936-5022

D. Should the contract administrator information change, the changing party will provide written notice to the affected parties with the updated information no later than ten (10) business days after the change.

## **9. INDEMNIFICATION**

VENDOR will defend, indemnify and hold harmless Participating Associate Members and ED TECH JPA and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim: (i) alleging that the product infringes or misappropriates the proprietary or intellectual property rights of such third party, except to the extent that such infringement results from (A) PARTICIPANT's misuse of the product, (B) modifications to the product, or (C) PARTICIPANT continuing the allegedly infringing activity after VENDOR has provided PARTICIPANT with modifications that would have avoided the alleged infringement; (ii) that results from the negligence or intentional misconduct of VENDOR or its employees or agents; or (iii) that results from any breach of any of the representations, warranties or covenants contained herein by VENDOR. If the product becomes or, in VENDOR's opinion, is reasonably likely to become the subject of any injunction preventing use as contemplated herein for the reasons stated in this Section 14, VENDOR, or its designee, may, at its option, (i) procure for PARTICIPANT the right to continue using the product, (ii) replace or modify the product so that it becomes non-infringing without substantially compromising its functionality, or, if (i) and (ii) are not reasonably available to VENDOR, then (iii) terminate this Agreement as to the infringing product, require the return of the allegedly infringing product and/or refund to PARTICIPANT a portion of the License Fees paid by PARTICIPANT in respect of the product depreciated on a straight-line basis over one (1) year from the Effective Date. VENDOR agrees to notify ED TECH JPA and Participating Associate Member in the event of any claim against VENDOR alleging intellectual property infringement regarding Products and Services listed in the RFP. VENDOR agrees to notify ED TECH JPA of any claims against VENDOR by any Participating Associate Member.

(b) By PARTICIPANT. To the extent permitted under applicable law, PARTICIPANT agrees to defend, indemnify and hold harmless VENDOR and ED TECH JPA and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim that results from (i) the negligence or intentional misconduct of PARTICIPANT or its employees or agents or (ii) any breach of any of the representations, warranties or covenants contained herein by PARTICIPANT.

(c) **DISCLAIMER OF LIABILITY.** ED TECH JPA does not provide assurance or warranty to VENDOR or PARTICIPANT with respect to issues arising under this PA, including Participant's payments to VENDOR. ED TECH JPA will not represent VENDOR or PARTICIPANT in the resolution of disputes arising under this PA.

**10. ATTORNEYS' FEES**

If any action at law or in equity is brought to enforce or interpret the provisions of this PA, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which the party may be entitled.

**11. SEVERABILITY**

In the event that any provision of this PA is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this PA will be affected by such holding, and all of the remaining provisions of this PA will continue in full force and effect.

**12. ASSIGNMENT**

The obligations of the VENDOR pursuant to this PA shall not be assigned by the VENDOR without prior written consent of Ed Tech JPA and Participating Associate Member.

**13. DEFAULTS**

In the event that VENDOR defaults in its obligations under this PA, and if such default is not cured within 30 days after notice of the default from ED TECH JPA to VENDOR, then ED TECH JPA may pursue any available remedies against VENDOR, including but not limited to termination of this PA.

**14. GOVERNING LAW AND VENUE**

THIS PA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS IN THE COUNTY WHERE PARTICIPANT IS LOCATED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS PA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**PROVISIONS REQUIRED BY LAW:** VENDOR acknowledges that it has conducted and performed the required research to become aware and knowledgeable of all federal, state and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this PA. These provisions of law and any clause required by law that is associated with this transaction will be read and enforced as though it were included herein.

**15. NOTICES**

All notices under this PA must be in writing and will be effective (a) immediately upon delivery in person or by messenger, (b) the next business day after prepaid deposit with a commercial courier or delivery service for next day delivery, (c) upon receipt by facsimile as established by

evidence of successful transmission, (d) when emailed to the receiving party at the receiving party's assigned email address with delivery receipt requested, upon electronic confirmation the transmission has been delivered, or (e) five (5) business days after deposit with the US Postal Service, certified mail, return receipt requested, postage prepaid. All notices must be properly addressed to the addresses set forth on the signature page to this PA, or at such other addresses as either party may subsequently designate by notice.

**16. COUNTERPARTS**

This PA may be signed and delivered in two (2) counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the PA, and the PA shall not be binding on any party until all Parties have signed it.

**17. AUTHORIZED SIGNATURE**

The individual signing this PA warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the PA and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

**18. TERM & TERMINATION**

The term of this PA (the "Term") shall commence on the Effective Date and shall expire after a period of **five (5)** years. The parties understand that PARTICIPANTS ordering Products pursuant to the Master Agreement may extend for multiple years after the Term of the Master Agreement. The expiration or termination of the Master Agreement shall not affect VENDOR's obligation to deliver Products as ordered by PARTICIPANTS pursuant to this PA.

**TERMINATION OF CONTRACT**

Without limiting any rights or remedies which PARTICIPANT may have in the event of any default by VENDOR, PARTICIPANT shall have the right, upon fifteen (15) days' prior written notice to VENDOR, to terminate this PA at any time and without cause prior to complete delivery. Such termination shall be without any obligation or liability to VENDOR other than payment of charges for the value of work performed, and for necessary expenditures which can be established by VENDOR as having been reasonably incurred prior to the time that notice of termination is given. In no event shall the termination charges exceed the purchase price of the equipment/services. In the event of any termination, PARTICIPANT shall be entitled to all materials, work in process, and completed work included as value of work performed and necessary expenditures in determining the charges referred to above and paid by PARTICIPANT. VENDOR agrees to allow mutual contract termination in whole or in part, in the event that PARTICIPANT does not allocate funding for the continuation of this contract or any portion thereof. In the event of termination due to non-allocation of funds, both parties shall be held without fault and there shall be no financial consequences assessed as a penalty on either party.

**19. SURVIVAL**

The parties' respective obligations under the following sections of this PA shall survive any termination of this PA: Sections 6 through 12, covering Administrative Fee, Indemnification, Attorneys' Fees, Severability, Defaults, Governing Law, and Notices.

**20. EXHIBITS**

This PA includes all documents referenced herein, whether attached hereto or otherwise incorporated by reference.

**IN WITNESS WHEREOF, the parties have executed this Purchase Agreement as of the Effective Date.**

PARTICIPANT/ASSOCIATE MEMBER

**VENDOR**\_\_\_\_\_  
By:

Its:

\_\_\_\_\_  
Date\_\_\_\_\_  
By:

Its:

\_\_\_\_\_  
Date

20-41/4406025.1

Exhibit A

**Order Information and Implementation Plan**

## **Appendix B: Required Forms**

All required forms must be submitted as part of the Vendor's complete proposal on or before the Proposal Deadline specified in the calendar of events. Required Forms are listed below.

Proposal Submission Checklist

Master Agreement & Purchase Agreement Confirmation

Acknowledgment of Amendments to RFP

Vendor Representation and Certification

Noncollusion Declaration

Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters

Certification on Restrictions on Lobbying

Worker's Compensation Certificate

Drug-Free workplace

Tobacco Use Policy

Criminal Records Check Certification by Vendor

W-9

Insurance Requirements Acknowledgement

Minimum Price Guarantee Acknowledgment

Administrative Fee Acknowledgment

Rules Acknowledgement



## PROPOSAL SUBMISSION CHECKLIST

- ☐ Proposal Submission Checklist (Appendix B)
- ☐ Master Agreement & Purchase Agreement Confirmation (Appendix B)
- ☐ Acknowledgment of Amendments to RFP (Appendix B)
- ☐ Vendor Representation and Certification (Appendix B)
- ☐ Noncollusion Declaration (Appendix B)
- ☐ Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters (Appendix B)
- ☐ Certification on Restrictions on Lobbying (Appendix B)
- ☐ Workers' Compensation Certificate (Appendix B)
- ☐ Drug Free Workplace Certification (Appendix B)
- ☐ Tobacco Use Policy (Appendix B)
- ☐ Criminal Records Check Certification by Vendor (Appendix B)
- ☐ W-9 (Appendix B)
- ☐ Insurance Requirements Acknowledgement (Appendix B)
- ☐ Minimum Price Guarantee Acknowledgment (Appendix B)
- ☐ Administrative Fee Acknowledgment (Appendix B)
- ☐ Rules Acknowledgement (Appendix B)
- ☐ Pricing Form (Appendix C)
- ☐ Service Level and Maintenance Agreement (if applicable) (Appendix D)
- ☐ Sample Reports and Training Materials (Appendix D)
- ☐ California Student Data Privacy Agreement (Appendix E)
- ☐ Proposal Form (Attachment 1)

Write out all answers using the Proposal Form in Attachment 1. Additional material may be submitted with the proposal as appendices. No brochures, marketing materials, or internal company documentation will be considered when scoring Proposals. Cross-references to the Proposal Form in additional materials will not be considered responsive. Any additional descriptive material that is used in support of any information in your proposal must be clearly identified.

## MASTER AGREEMENT & PURCHASE AGREEMENT CONFIRMATION

Upon notification of selection and Board Approval by a Participating Associate Member, the undersigned hereby promises and agrees to furnish all articles or services within the dates specified, in the manner and form and at the prices herein stated in strict accordance with the advertisement, specifications, proposals and general conditions all which are made a part of the Purchase Agreement.

Name under which business is conducted

--

Business Street Address

City

State Zip Code

--

Telephone Number:

--

IF SOLE OWNER, sign here:

I sign as sole owner of the business named above.

Signature

Date

--	--

Name

Title

--	--

IF PARTNERSHIP, sign here:

The undersigned certify that we are partners in the business named above and that we sign this purchase agreement with full authority so to do. (One (1) or more partners sign)

Signature

Date

--	--

Name

Title

--	--

Signature

Date

--	--

Name

Title

--	--

IF CORPORATION, sign here:

The undersigned certify that they sign this purchase agreement with full and proper authorization so to do.

Signature

Date

--	--

Corporation Legal Name

--

Name

Title

--	--

Incorporated under the laws of the State of

--

## ACKNOWLEDGEMENT OF AMENDMENTS TO RFP

VENDOR HEREBY ACKNOWLEDGES RECEIPT OF ANY AND ALL AMENDMENTS TO THE RFP.

If Vendor has no knowledge of any amendments to the RFP having been issued to, or received by, Vendor, please check following box: ☐

### Amendments

Amendment No	Date Published	Date Received

Signature

Date

--	--

Vendor Legal Name

--

Name

Title

--	--

## VENDOR REPRESENTATION AND CERTIFICATION

The undersigned hereby acknowledges and affirms that:

- He/she is a duly authorized agent of the Vendor with the authority to submit a Proposal on behalf of the Vendor (corporate or other authorization confirmation may be requested prior to final contract execution).
- He/she has read the complete RFP documents and all amendments issued pursuant thereto.
- The Proposal complies with State conflict of interest laws. The Vendor certifies that no employee of its firm has discussed, or compared the Proposal with any other Vendor or District employee, and has not colluded with any other Vendor or District employee.
- If the Vendor's Proposal is accepted by Ed Tech JPA, the Vendor will enter into a Master Agreement with Participating Associate Members to provide the Services, Systems and Equipment described by the Proposal on the terms mutually acceptable to Participating Associate Members and the Vendor.
- Ed Tech JPA reserves the right to reject any or all proposals.

I hereby certify that I am submitting the attached Proposal on behalf of

--

I understand that, by virtue of executing and returning this required response form with the Proposal, I further certify, that the Vendor understands and does not dispute any of the contents of the proposal requirements (except as may be noted in the response).

Signature

Date

--	--

Vendor Legal Name

--

Name

Title

--	--

NOTE: If Joint Venture, each member of the joint venture must provide a completed certificate form.

## NONCOLLUSION DECLARATION

TO BE EXECUTED BY VENDOR AND SUBMITTED WITH PROPOSAL

(Public Contract Code section 7106) The undersigned declares:

I am the

--

(title) of

--

(Vendor), the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Vendor has not directly or indirectly induced or solicited any other vendor to put in a false or sham proposal. The Vendor has not directly or indirectly colluded, conspired, connived, or agreed with any vendor or anyone else to put in a sham proposal, or to refrain from submitting a proposal. The Vendor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Vendor or any other vendor, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other vendor. All statements contained in the proposal are true. The Vendor has not, directly or indirectly, submitted its proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Vendor that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Vendor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed as follows.

Signature

Date

--	--

Vendor Legal Name

--

Name

Title

--	--

City

State

--	--

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS**

The

--

(Principal) of

--

(Vendor Name)

Certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal had one (1) or more public transactions (federal, state or local) terminated for cause or default.

If unable to certify to any of the statements in this certification, the participant shall attach an expiration to this certification.

I HEREBY CERTIFY AND AFFIRM THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTAND THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature

Date

--	--

Vendor Legal Name

--

Name

Title

--	--



## CERTIFICATION OF RESTRICTIONS ON LOBBYING

I hereby certify on behalf of

--

(name of offeror) that

--

(Firm name) meets the following qualifications:

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached, Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

--	--

Vendor Legal Name

--

Name

Title

--	--

## WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.
- c. For any county, city, city and county, municipal corporation, public DISTRICT, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signature	Date
Vendor Legal Name	
Name	Title

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

## DRUG FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code §8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the Vendor may be subject to debarment from future contacting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code §8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b. Establishing a drug-free awareness program to inform employees about all of the following:
  - i. The dangers of drug abuse in the workplace;
  - ii. The person's or organization's policy of maintaining a drug-free workplace;
  - iii. The availability of drug counseling, rehabilitation and employee-assistance programs;
  - iv. The penalties that may be imposed upon employees for drug abuse violations;
- c. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I the undersigned, agree to fulfill the terms and requirements of Government Code §8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of statement required by §8355 (a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Participating Associate Member determines that I have either (a) made false certification herein, or (b) violated this certification by failing to carry out the requirements of §8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of §8350, et seq.

I acknowledge that I am aware of the provisions of Government Code §8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Signature

Date

--	--

Vendor Legal Name

--

Name

Title

--	--

**TOBACCO USE POLICY**

In the interest of public health, Participating Associate Member provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the Participating Associate Member. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I and my employees will adhere to the requirements of the policy.

Signature

Date

--	--

Vendor Legal Name

--

Name

Title

--	--

## **NOTICE TO VENDORS REGARDING CRIMINAL RECORDS CHECK**

**(EDUCATION CODE §45125.1)**

Education Code §45125.1 provides that if the employees of any entity that has a contract with a school DISTRICT may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code §1192.7(c) or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contract shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The Vendor shall certify in writing to the Board of Trustees of the school DISTRICT that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code §667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code §1192.7 lists the following : “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

**CRIMINAL RECORDS CHECK CERTIFICATION BY VENDOR**  
(AB 1610, 1612 and 2102)

To the Board of Trustees of Participating Associate Member:

I,

--

(name)

certify that:

--

(Name of Vendor)

1. has carefully read and understand the Notice to Vendors Regarding Criminal Record Checks (Education Code §45125.1) required by the passage of AB 1610, 1612 and 2102.

2. Due to the nature of the work it will be performing for the Participating Associate Member,

--

(Name of Vendor)

employees may have contact with students of the DISTRICT.

3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code §1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Signature

Date

--	--

Vendor Legal Name

--

Name

Title

--	--

City

State

--	--

**DISCLOSURE OF PROPOSAL**

- ☐ I hereby agree to the posting of this **full Proposal** and supporting documents on a password protected website available only to active Ed Tech JPA Members.

OR

- ☐ I agree to the posting of a **redacted Proposal** and supporting documents on a password protected website available only to active Ed Tech JPA Members.

Signature

Date

--	--

Vendor Legal Name

--

Name

Title

--	--

**W-9**

Current Version Available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>



### **Insurance Requirements Acknowledgement**

These are the Insurance Requirements for Vendors providing services or supplies to Ed Tech JPA, and its Founding Members and Associate Members. By submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional Contract documents are executed, the actual Insurance Requirements may include additional provisions as deemed appropriate by Ed Tech JPA and the Participating Associate Member. All insurers must be duly licensed and admitted by the State of California.

**Mandatory Requirements** (unless Participating Associate Member reduces or excludes coverage requirements)

1. Commercial General Liability insurance for bodily injury and property damage, including accidental death in the combined single limit of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate) and \$3,000,000 Excess/Umbrella Liability.

**Minimum Limits** (If required by Participating Associate Member)

1. Workers' Compensation and Employer's Liability insurance in the amount of not less than \$1,000,000 per occurrence.

2. Professional Liability insurance in an amount of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate). If Professional Liability policy is made on a claims-made basis, the vendor/consultant must purchase and maintain an extending reporting period (tail coverage) for one year.

Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to Agency. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this RFP, Master Agreement and Purchase Agreements with Associate Members..

### **Optional Insurance**

Cyber Risk insurance to cover both tangible and intangible property risk of the system and data, as well as third party liability for breaches of security is encouraged, but not required by EdTech JPA. Desired coverage includes: i. Security and privacy liability, including privacy breach response costs, regulatory fines and penalties; ii. Media liability, including infringement of copyright, trademark and trade dress (intellectual property by appearance of product, design, or packaging); iii. Cyber extortion; and iv. Privacy. Suggested limits of not less than \$2,000,000 per occurrence, or sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this RFP, Master Agreement and Purchase Agreements with Associate Members. The Policy should include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor.

### **Additional Insured Endorsement Language**

"[Participating Associate Member Name], its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

Additional Insured Endorsements are required to accompany Certificates of Insurance. Certificate of Insurance shall provide thirty (30) day prior written notice of cancellation.

**Additional Required Documents**

Certificates of Insurance must be accompanied by a list of all excluded coverages under the general liability and excess/umbrella liability policies. The exclusion policy document section must be provided to Participating Associate Members. The general liability and excess/umbrella liability documents must list the corresponding policy numbers referenced on the Certificate of Insurance.

**Individual Associate Member Requirements**

Individual Associate Members may have different/additional requirements than the minimum insurance requirements specified herein. Vendor agrees to maintain insurance that meets the requirements of individual Associate Members.

I hereby agree to the insurance requirements specified herein.

Signature	Date
<div></div>	<div></div>
Vendor Legal Name	
<div></div>	
Name	Title
<div></div>	<div></div>

## Minimum Price Guarantee Acknowledgment

To prevent underpricing and protect seller Margin, Vendor's pricing shall be subject to a Minimum Price Guarantee (MPG), whereby, Vendor shall agree not to sell directly, or through a reseller, to Ed Tech JPA's Eligible Entities (regardless of whether the Eligible Entity is an Associate Member of the Ed Tech JPA), including all California public school districts, county offices of education, and community college districts, and any other public agency in California whose procurement rules, whether internal rules or rules enacted pursuant to statute, allow them to purchase goods or services through a procurement vehicle such as Ed Tech JPA, the Products(s) subject to the Master Agreement at a price lower than the price offered pursuant to the RFP and the Master Agreement.

During the period of delivery under a contract resulting from this RFP, if the price of an item decreases, Ed Tech JPA Participating Associate Members shall receive a corresponding decrease in prices on the balance of the deliveries for as long as the lower prices are in effect. Vendor agrees to amend the Master Agreement to reflect the decreased pricing. At no time shall the prices charge to Ed Tech JPA Participating Associate Members exceed the prices under which the RFP was awarded. Ed Tech JPA Participating Associate Members shall be given the benefit of any lower prices which may, for comparable quality and delivery, be given by the Vendor to any other school district or any other state, county, municipal or local government agency in a California County for the product(s) listed in the RFP.

I hereby agree to the Minimum Price Guarantee specified herein.

Signature	Date
<div></div>	<div></div>
Vendor Legal Name	
<div></div>	
Name	Title
<div></div>	<div></div>

## Administrative Fee Acknowledgment

VENDOR agrees to pay ED TECH JPA an administrative fee (the “Administrative Fee”) calculated as four percent (4%) of the gross invoiced amount of any Participant agreement with VENDOR based on an award under the RFP, including any Additional Services, and agreement extensions or renewals. Computations of the Administrative Fee shall exclude state, local, or federal taxes levied on invoiced amounts. The Administrative Fee must be included when determining the pricing offered. The Administrative Fee is not negotiable and shall not be added as a separate line item on an invoice. The Administrative Fee is not refundable to Participants or Vendors under any circumstances.

I hereby agree to the Administrative Fee specified herein.

Signature	Date
<div></div>	<div></div>
Vendor Legal Name	
<div></div>	
Name	Title
<div></div>	<div></div>



## Rules Acknowledgement

I hereby agree to the Rules specified in Section 6.0 of this RFP.

Signature

Date

--	--

Vendor Legal Name

--

Name

Title

--	--

## Appendix C: Pricing Form

Detail all costs associated with the proposed solution, including, but not limited to, complete delivery, the implementation, installation, configuration, software licensing, maintenance, ongoing support, repairs, parts, recommended professional services, taxes and surcharges, and costs of optional services and products. Describe any assumptions made impacting the cost proposal, and any limitations (e.g., professional service hours, number of initial distribution groups) that apply to the listed costs. Costs not identified by the Vendor shall be borne by the Vendor and will not alter the requirements identified in this solicitation.

- One Time Costs
- Annual Recurring Costs
- Optional Services/Solutions and Costs

**One-Time Costs:** Expand the following table as required to provide pricing for the proposed system to meet the requirements specified in this RFP.

One-Time Costs			
Item	Description	Unit Cost <i>(Indicate Flat Cost or Per Student, Staff, User, etc.)</i>	Estimated Total Cost
<b>Implementation</b>	<i>Including but not limited to: Data Integration, Transition from Existing Systems, Project Management, Professional Services, Configuration Support, User/Permissions Setup Training (Core IT Staff, District Trainers and Teachers)</i>		
<b>Training</b>	<i>Including but not limited to: Training Services (Core IT Staff, District Trainers and Teachers), Training Documentation (Electronic and Editable per RFP)</i>		
<b>Other</b>	<i>Please Describe:</i>		
<b>Total One-Time Costs:</b>			

**Annual Recurring Costs:** Expand the following tables as required to provide pricing for the proposed system to meet the requirements specified in this RFP. Please specify if the item bank is included in the product cost or separate. Include Software Upgrade Costs and Maintenance Support and Assurance. Explain any escalation or price change for each year if pricing for each year is not identical. Provide the hourly rate for services not covered by warranty or service contracts. If pricing is different based on quantity of licenses purchased, or any other factor(s), please provide pricing for Tier 1 and Tier 2, along with specifications to qualify for each Tier. If inadequate specifications are made Participating Associate Members may select which Tier they belong in, to the best of their knowledge.



Tier 1 Annual Recurring Costs			
Specify number of licences and any additional requirements to qualify for Tier 1 Pricing:			
Item	Examples of Included Items	Unit Cost (Indicate Flat Cost or Per Student, Staff, User, etc.)	Estimated Total Cost (Years 1-5)
Product	<i>Including but not limited to: Software, Licensing, Item Bank, training materials and release notes.</i>		Year 1: Year 2: Year 3: Year 4: <u>Year 5:</u> <b>TOTAL:</b>
Maintenance and Support			Year 1: Year 2: Year 3: Year 4: <u>Year 5:</u> <b>TOTAL:</b>
Upgrade & Update Costs	<i>Including but not limited to: Updated training materials and release notes.</i>		Year 1: Year 2: Year 3: Year 4: <u>Year 5:</u> <b>TOTAL:</b>
Other	<i>Please Describe:</i>		Year 1: Year 2: Year 3: Year 4: <u>Year 5:</u> <b>TOTAL:</b>
Total Annual Recurring Costs			Year 1: Year 2: Year 3: Year 4: <u>Year 5:</u> <b>TOTAL:</b>

Tier 2 Annual Recurring Costs			
Specify number of licences and any additional requirements to qualify for Tier 2 Pricing:			
Item	Examples of Included Items	Unit Cost (Indicate Flat Cost or Per Student, Staff, User, etc.)	Estimated Total Cost (Years 1-5)
SaaS Solution	<i>Including but not limited to: Software, Licensing, Item Bank, training materials and release notes.</i>		Year 1: Year 2: Year 3: Year 4: <u>Year 5:</u> TOTAL:
Maintenance and Support			Year 1: Year 2: Year 3: Year 4: <u>Year 5:</u> TOTAL:
Upgrade & Update Costs	<i>Including but not limited to: Updated training materials and release notes.</i>		Year 1: Year 2: Year 3: Year 4: <u>Year 5:</u> TOTAL:
Other	<i>Please Describe:</i>		Year 1: Year 2: Year 3: Year 4: <u>Year 5:</u> TOTAL:
Total Annual Recurring Costs			Year 1: Year 2: Year 3: Year 4: <u>Year 5:</u> TOTAL:

**Optional Services and Costs:** Expand the following table as required to provide pricing for the proposed system to meet the requirements specified in this RFP. All costs for functionality in the proposal must be listed in the Optional Services/Solutions if not identified in the previous pricing forms. Costs not identified by the Vendor shall be borne by the Vendor and will not alter the requirements identified in this solicitation.

Optional Services/Solutions and Costs				
Item	Description (Check box if required to meet minimum requirements of this RFP)	Dependent Requirements (If required to meet requirements in this RFP, list requirements that are dependent on the Optional Services/Costs OR Future development efforts)	Unit Cost (Indicate Flat Cost or Per Student, Staff, User, etc.)	Estimated Total Cost (Years 1-5)
	<input type="checkbox"/> Required to Meet Requirements		____Recurring ____One-Time	Year 1: Year 2: Year 3: Year 4: Year 5: TOTAL: ____Recurring ____One-Time
	<input type="checkbox"/> Required to Meet Requirements		____Recurring ____One-Time	Year 1: Year 2: Year 3: Year 4: Year 5: TOTAL: ____Recurring ____One-Time

## Appendix D: Supplementary Materials

Service Level and Maintenance Agreement (if applicable)

Sample Reports and Training Materials

Additional Resources that Support the Proposal

## Appendix E: California Student Data Privacy Agreement

Please complete and sign the CSDPA, including Exhibit E, so Ed Tech JPA Members can agree to the same terms.

CALIFORNIA STUDENT DATA PRIVACY  
AGREEMENT Version 2.0 (September 26, 2018)

Education Technology Joint Powers Authority

AND

Provider:

October 30, 2019



This California Student Data Privacy Agreement ("DPA") is entered into by and between the

Education Technology Joint Powers Authority

(hereinafter referred to as "LEA") and

**VENDOR**

(hereinafter referred to as "Provider") on the terms as stated herein.

## RECITALS

**WHEREAS**, the Provider has agreed to provide the Local Education Agency ("LEA") with certain digital educational services ("Services") pursuant to a contract dated October 30, 2019 ("Service Agreement"); and

**WHEREAS**, in order to provide the Services described in the Service Agreement, the Provider may receive or create, and the LEA may provide documents or data that are covered by several federal statutes, among them, the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g (34 CFR Part 99), Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232h; and

**WHEREAS**, the documents and data transferred from LEAs and created by the Provider's Services are also subject to California state student privacy laws, including AB 1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act ("SOPIPA") found at California Business and Professions Code section 22584; and

**WHEREAS**, for the purposes of this DPA, Provider is a school official with legitimate educational interests in accessing educational records pursuant to the Service Agreement; and

**WHEREAS**, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

**WHEREAS**, the Provider may, by signing the "General Offer of Privacy Terms" (Exhibit "E"), agree to allow other LEAs in California the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a

separate DPA.

**NOW THEREFORE**, for good and valuable consideration, the parties agree as follows:

#### **ARTICLE I: PURPOSE AND SCOPE**

**1. Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect student data transmitted to Provider from LEA pursuant to the Service Agreement, including compliance with all applicable statutes, including the FERPA, PPRA, COPPA, SOPIPA, AB 1584, and other applicable California State laws, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. With respect to the use and maintenance of Student Data, Provider shall be under the direct control and supervision of the LEA.

**2. Nature of Services Provided.** The Provider has agreed to provide the following digital educational products and services described below and as may be further outlined in Exhibit "A" hereto:

Assessment Platform
---------------------

**3. Student Data to Be Provided.** The Parties shall indicate the categories of student data to be provided in the Schedule of Data, attached hereto as Exhibit "B".

**4. DPA Definitions.** The definition of terms used in this DPA is found in Exhibit "C". In the event of a conflict, definitions used in this DPA shall prevail over term used in the Service Agreement.

#### **ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS**

**1. Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of Student Data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.

**2. Parent Access.** LEA shall establish reasonable procedures by which a parent, legal



guardian, or eligible student may review Student Data in the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a timely manner (and no later than 45 days from the date of the request) to the LEA's request for Student Data in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

**3. Separate Account.** If pupil generated content is stored or maintained by the Provider as part of the Services described in Exhibit "A", Provider shall, at the request of the LEA, transfer said pupil generated content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall only apply to pupil generated content that is severable from the Service.

**4. Third Party Request.** Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party.

**5. Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

### **ARTICLE III: DUTIES OF LEA**

**1. Privacy Compliance.** LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.

**2. Annual Notification of Rights.** If the LEA has a policy of disclosing education records under FERPA (4 CFR § 99.31 (a) (1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its Annual notification of rights.

**3. Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.

**4. Unauthorized Access Notification.** LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

## **ARTICLE IV: DUTIES OF PROVIDER**

**1. Privacy Compliance.** The Provider shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.

**2. Authorized Use.** The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA.

**3. Employee Obligation.** Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.

**4. No Disclosure.** De-identified information may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.3 l(b). Provider agrees not to attempt to re-identify de-identified Student Data and not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to LEA who has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.

**5. Disposition of Data.** Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Provider shall provide written notification to LEA when the Student Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a "Request for Return or Deletion of Student Data" form, a copy of which is attached hereto as Exhibit "D". Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the

Student Data within ten (10) calendar days of receipt of said request.

**a. Partial Disposal During Term of Service Agreement.** Throughout the Term of the Service Agreement, LEA may request partial disposal of Student Data obtained under the Service Agreement that is no longer needed. Partial disposal of data shall be subject to LEA's request to transfer data to a separate account, pursuant to Article II, section 3, above.

**b. Complete Disposal Upon Termination of Service Agreement.** Upon Termination of the Service Agreement Provider shall dispose or delete all Student Data obtained under the Service Agreement. Prior to disposition of the data, Provider shall notify LEA in writing of its option to transfer data to a separate account, pursuant to Article II, section 3, above. In no event shall Provider dispose of data pursuant to this provision unless and until Provider has received affirmative written confirmation from LEA that data will not be transferred to a separate account.

**6. Advertising Prohibition.** Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from using Student Data for adaptive learning or customized student learning purposes.

## **ARTICLE V: DATA PROVISIONS**

**1. Data Security.** The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of Provider are set forth below. Provider may further detail its security programs and measures in Exhibit "F" hereto. These measures shall include, but are not limited to:

**a. Passwords and Employee Access.** Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by the applicable standards, as set forth in Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall be subject to criminal background checks in compliance with state and local ordinances.

**b. Destruction of Data.** Provider shall destroy or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for

which it was obtained, or transfer said data to LEA or LEA's designee, according to the procedure identified in Article IV, section 5, above. Nothing in the Service Agreement authorizes Provider to maintain Student Data beyond the time period reasonably needed to complete the disposition.

**c. Security Protocols.** Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.

**d. Employee Training.** The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.

**e. Security Technology.** When the service is accessed using a supported web browser, Provider shall employ industry standard measures to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is updated according to industry standards.

**f. Security Coordinator.** If different from the designated representative identified in Article VII, section 5, Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to the Service Agreement.

**g. Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.

**h. Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct digital and physical periodic (no less than semi-annual) risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

**2. Data Breach.** In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. Provider shall follow the following process:

**a.** The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.

**b.** The security breach notification described above in section 2(a) shall include, at a minimum, the following information:

- i.** The name and contact information of the reporting LEA subject to this section.
- ii.** A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
- iii.** If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
- iv.** Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
- v.** A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

**c.** At LEA's discretion, the security breach notification may also include any of the following:

- i.** Information about what the agency has done to protect individuals whose information has been breached.
- ii.** Advice on steps that the person whose information has been breached may take to protect himself or herself.

**d.** Provider agrees to adhere to all requirements in applicable State and in federal law with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

**e.** Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a copy of said written incident response plan.

**f.** Provider is prohibited from directly contacting parent, legal guardian or eligible

pupil unless expressly requested by LEA. If LEA requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by LEA, Provider shall reimburse LEA for costs incurred to notify parents/families of a breach not originating from LEA's use of the Service.

**g.** In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

## **ARTICLE VI- GENERAL OFFER OF PRIVACY TERMS**

Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer, attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other LEA who signs the acceptance on in said Exhibit. The Form is limited by the terms and conditions described therein.

## **ARTICLE VII: MISCELLANEOUS**

**1. Term.** The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data..

**2. Termination.** In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. LEA shall have the right to terminate the DPA and Service Agreement in the event of a material breach of the terms of this DPA.

**3. Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section I(b), and Article II, section 3, above.

**4. Priority of Agreements.** This DPA shall govern the treatment of student data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the DPA and the Service Agreement, the DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

**5. Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before:

**a. Designated Representatives**

The designated representative for the LEA for this Agreement is:

Education Technology Joint Powers Authority

Name	Title
Michelle Bennett	Contracts Specialist

**Contact Information**

Address: 5050 Barranca Parkway; Irvine, CA 92604  
Telephone: 949-936-5022  
Email: MichelleBennett@iusd.org

The designated representative for the Provider for this Agreement is:

Name	Title

**Contact Information**

Address:  
Telephone:  
Email:

**b. Notification of Acceptance of General Offer of Terms.** Upon execution of Exhibit E, General Offer of Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below.

The designated representative for the notice of acceptance of the General Offer of Privacy Terms is:

Name	Title

**Contact Information**

Address:



Telephone:  
Email:

**6. Entire Agreement.** This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and

either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

**7. Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

**8. Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THIS AGREEMENT IS EXECUTED, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**9. Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way. Provider agrees that any purchaser of the Provider shall also be bound to the Agreement.





**10. Waiver.** No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

**11. Successors Bound.** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

IN WITNESS WHEREOF, the parties have executed this California Student Data Privacy Agreement as of the last day noted below.

**Provider:**

--

**BY:**

**Date:**

--	--

**Printed Name:**

**Title/Position:**

--	--

**Local Education Agency:**

Education Technology Joint Powers Authority
---

**BY:**

**Date:**

--	--

**Printed Name:**

**Title/Position:**

Brianne Ford	President
--------------	-----------

Note: Electronic signature not permitted.

## **EXHIBIT "A"**

### DESCRIPTION OF SERVICES

Assessment Platform
---------------------

**EXHIBIT "B"**
**SCHEDULE OF DATA**

Category of Data	Elements	Check if used by your system		Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, use of cookies etc.	<input type="checkbox"/>		Demographics	Date of Birth	<input type="checkbox"/>
	Other application technology meta data. Please specify:				Place of Birth	
Application Use Statistics	Meta data on user interaction with application	<input type="checkbox"/>			Gender	
Assessment	Standardized test scores	<input type="checkbox"/>			Ethnicity or race	
	Observation data				Language information (native, preferred, or primary language spoken by student)	
	Other assessment data. Please specify:				Other demographic information. Please specify:	
Attendance	Student school (daily) attendance data	<input type="checkbox"/>		Enrollment	Student school enrollment	<input type="checkbox"/>
	Student class attendance data				Student grade level	
Communications	Online communications	<input type="checkbox"/>			Homeroom	

	that are captured (emails, blog entries)					
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>			Guidance counselor	
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>			Specific curriculum programs	
Schedule	Student scheduled courses	<input type="checkbox"/>			Year of graduation	
	Teacher names				Other enrollment information. Please specify:	
Special Indicator	English language learner information	<input type="checkbox"/>		Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Low income status				Email	
	Medical alerts/health data				Phone Number	
	Student disability information				State ID number	
	Specialised education services (IEP or 504)			Student Contact Information	Address	<input type="checkbox"/>
	Living situations (homeless/foster care)				Email	
	Other indicator information. Please specify:				Phone	
Student Name	First and/or Last	<input type="checkbox"/>		Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>

Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>		Student In App Performance	Program/application performance (ex: typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input type="checkbox"/>		Student Work	Student generated content: writing, pictures, etc.	<input type="checkbox"/>
	State ID number				Other student work data. Please specify:	
	Provider/App assigned student ID number			Transcript	Student course grades	<input type="checkbox"/>
	Student app username				Student course data	
	Student app passwords				Student course grades/performance scores	
					Other transcript data. Please specify:	
Transportation	Student bus assignment	<input type="checkbox"/>				
	Student pick up and/or drop off location			Other		
	Student bus card ID number					
	Other transportation data. Please specify:				Please list each additional data element used, stored, or collected by your application.	<input type="checkbox"/>

## **EXHIBIT "C"**

### **DEFINITIONS**

AB 1584, Buchanan: The statutory designation for what is now California Education Code § 49073.1, relating to pupil records.

De-Identifiable Information (DII): De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information ("PII") from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

Educational Records: Educational Records are official records, files and data directly related to a student and maintained by the school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs. For purposes of this DPA, Educational Records are referred to as Student Data.

NIST: Draft National Institute of Standards and Technology ("NIST") Special Publication Digital Authentication Guideline.

Operator: The term "Operator" means the operator of an Internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K-12 school purposes and was designed and marketed for K-12 school purposes. For the purpose of the Service Agreement, the term "Operator" is replaced by the term "Provider." This term shall encompass the term "Third Party," as it is found in applicable state statutes.

Personally Identifiable Information (PII): The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider's software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

Provider: For purposes of the Service Agreement, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the

digital storage, management, and retrieval of pupil records. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

**Pupil Generated Content:** The term "pupil-generated content" means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership off lpil content.

**Pupil Records:** Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employee. For the purposes of this Agreement, Pupil Records shall be the same as Educational Records, Student Personal Information and Covered Information, all of which are deemed Student Data for the purposes of this Agreement.

**Service Agreement:** Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

**School Official:** For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

**SOPIPA:** Once passed, the requirements of SOPIPA were added to Chapter 22.2 (commencing with Section 22584) to Division 8 of the Business and Professions Code relating to privacy.

**Student Data:** Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of

California and federal laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

SDPC (The Student Data Privacy Consortium): Refers to the national collaborative of schools, districts, regional, territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns.

Subscribing LEA: An LEA that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."



## EXHIBIT "D"

### DIRECTIVE FOR DISPOSITION OF DATA

directs

To dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

<p><b><u>Extent of Disposition</u></b></p> <p>Disposition shall be:</p>	<p><input type="checkbox"/> Partial. The categories of data to be <u>disposed of</u> are as follows:</p> <p><input type="checkbox"/> Complete. Disposition extends to all categories of data.</p>
<p><b><u>Nature of Disposition</u></b></p> <p>Disposition shall be by:</p>	<p><input type="checkbox"/> Destruction or deletion of <u>data</u>.</p> <p><input type="checkbox"/> Transfer of data. The data <u>shall</u> be transferred as set forth in an attachment to this Directive. Following confirmation from LEA that data was successfully transferred, Provider <u>shall</u> <u>destroy</u> or delete all applicable data.</p>
<p><b><u>Timing of Disposition</u></b></p> <p>Data shall be disposed of by the following date:</p>	<p><input type="checkbox"/> As soon as <u>commercially practicable</u></p> <p><input type="checkbox"/> By (Insert Date) _____</p>

\_\_\_\_\_  
Authorized Representative of LEA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Verification of Disposition of Data  
by Authorized Representative of Provider

\_\_\_\_\_  
Date

## EXHIBIT "E"

### GENERAL OFFER OF PRIVACY TERMS

#### 1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and

Education Technology Joint Powers Authority

and which is dated

October 30, 2019



to any other LEA ("Subscribing LEA") who accepts this General Offer through its signature below. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the other LEA may also agree to change the data provided by LEA to the Provider in Exhibit B to suit the unique needs of the LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify CETPA in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

**Provider:**

--

**BY:**

**Date:**

--	--

**Printed Name:**

**Title/Position:**

--	--

## **2. Subscribing LEA**

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

Subscribing LEA:

**LEA:**

--

**BY:**

**Date:**

--	--

Printed Name:

Title/Position:

--	--

TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THIS  
SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

Name

Title

--	--

Contact Information

Address:

Telephone:

Email:

--

**EXHIBIT "F" DATA SECURITY REQUIREMENTS**

[INSERT ADDITIONAL DATA SECURITY REQUIREMENTS HERE]



## Attachment 1: Proposal Form

### Contractor Information

<b>Firm/Contractor Name</b>	
<b>Primary Contact Name</b>	
<b>Contact Title</b>	
<b>Contact Email</b>	
<b>Contact Phone</b>	

Write out all answers using the Proposal Form. Additional material may be submitted with the proposal as appendices. No brochures, marketing materials, or internal company documentation will be considered when scoring Proposals. Cross-references to the Proposal Form in additional materials will not be considered responsive. Any additional descriptive material that is used in support of any information in your proposal must be clearly identified. Essential criteria is denoted with double asterisks (\*\*), and green boxes. Each vendor must meet the essential criteria to be awarded a contract with Ed Tech JPA. Criteria without double asterisks in blue boxes are informational and our members who are interested in this product will review this information to determine which vendor is a best fit for their needs.

## Part 1 Vendor Support and Ability to Perform

Please respond to each requirement directly and provide additional documentation as needed to support the Proposal.

1.1 Vendor Background/Qualifications:	
Instructions/Overview: Provide a brief description of Vendor's firm(s), as well as any other firms joining with Vendor to provide services.	
History of the firm(s)	
Age of the firm(s)	
Number of employees	
Organizational structure of the firm(s)	
Length of time in the industry	
Number of office locations	
Addresses of all offices	



1.2 Vendor Contact(s)	
Instructions/Overview: Provide a list of company contacts. For each provide: name, description of role, detailed experience information and/or resume.	
Contract/sales contact	
Product manager(s)	
Other (specify)	

	Yes	No	Comments
1.3** Confirm that Vendor will meet the minimum insurance requirements specified in Appendix B. List any insurance requirements Vendor will request a waiver for, if chosen as the Selected Vendor. If the Selected Vendor fails to maintain the required insurance coverages, without a waiver approved by Ed Tech JPA and/or Participating Associate Member staff, Ed Tech JPA and/or Participating Associate Member may declare Vendor in breach of the Master Agreement and/or Purchase Agreement. **			
1.4** Confirm that Vendor will acquire and adhere to any permits, fees, inspections, and construction administrative requirements. Confirm that a copy of all applicable permit applications and, upon issuance, all approved permit(s) shall be provided to the Participating Associate Member. **			
1.5** Vendor acknowledges and agrees to all specifications listed in Sections 1 - 6 of this RFP. **			
1.6 Vendor certifies that it complies with the Civil Rights Act of 1964, and all applicable Federal and State laws and regulations relating to equal employment opportunity.			

1.7\*\* Provide a brief overview of Vendor's technical experience, qualifications, and background in providing and maintaining an Assessment System Solution Platform and related services for similarly sized K-12 education customers. Indicate the prior experience of Vendor that is relevant to this contract. Include sufficient detail to demonstrate the relevance of such experience. Please provide specific examples of recently completed, K-12 projects similar in size, scope and timeline to this project. Proposal should evidence Vendor's awareness of and support for the unique needs of education clients. \*\*

1.8 Provide evidence of long-term fiscal stability. Artifacts may include fiscal reports or recent audit results that demonstrate consistent and current financial security. Financial information submitted in response to Section 1.8 will be considered proprietary information.

1.9 Make a written commitment to make available trained personnel, and software support to fully maintain the system for a minimum period of five years from the date of implementation.

### 1.10 Subcontractors

1.10.1 Subcontractors Information: Any subcontractors performing services against this agreement must be fully listed and detailed in the proposal submitted by Vendor. State any work proposed to be provided by a subcontractor, and provide evidence of each subcontractor's capability and willingness to carry out the work. For each proposed subcontractor, include:

Firm Name	
Address	
Management contact person	
Complete description of work to be subcontracted	

Descriptive information concerning subcontractor's organization and abilities.	
--	--

	Yes	No	Comments
1.10.2** Vendor agrees to bind every subcontractor by the terms and conditions of this RFP, Vendor Proposal and all resulting agreements, including licensing and experience qualifications, as far as such terms and conditions are applicable to the subcontractor(s) work. If Vendor subcontracts any part of this agreement/contract, Vendor shall be fully responsible to the Participating Associate Member for acts and omissions of its subcontractor and of persons either directly or indirectly employed by Vendor. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and Ed Tech JPA or between any subcontractor and the Participating Associate Member. **			

### 1.11 References

	Yes	No	Comments
1.11.1** Confirm product is in operational use, actively supported by vendor in at least five (5) K-12 or government organizations. **			

Provide customer references for at least five (5) K-12 or government organizations currently serviced by the Vendor. Include the size of each reference organization and the scope of the project. At least three (3) of the references must be using the proposed products. Installations should be similar in scope, timeline and technical design to Vendor's Proposal for Ed Tech JPA. Each reference must include the following information:

- Organization/Customer Name.
- Name, Title, and Contact Information of an organization contact who has ongoing involvement in the system and is knowledgeable about the implementation.

- Organization/Customer Size - Indicate the number of employees, students, licenses, and stations. Indicate any additional information that may be useful in determining the size of the organization/customer.
- Length of time from contract execution to full implementation for the referenced project.
- Installation date of the system.
- Description of in-use system – please include details, including but not limited to, which products are currently in use by reference. Please note if the system installed is comparative to the system proposed for Ed Tech JPA. (References must be from organizations using the same or similar products and services).
- Vendor Project Manager(s) for implementation and ongoing use of products and services.

<b>Reference #1</b>	
Organization/Customer Name	
Name, Title & Contact information for company contact	
Organization/Customer Size - Number of employees/students/licenses	
Implementation length	
Installation Date	
Description of System *include number of locations	
Vendor Project manager	

<b>Reference #2</b>	
Organization/Customer Name	
Name, Title & Contact information for company contact	
Organization/Customer Size - Number of employees/students/licenses	
Implementation length	
Installation Date	

Description of System *include number of locations	
Vendor Project manager	

Reference #3	
Organization/Customer Name	
Name, Title & Contact information for company contact	
Organization/Customer Size - Number of employees/students/licenses	
Implementation length	
Installation Date	
Description of System *include number of locations	
Vendor Project manager	

Reference #4	
Organization/Customer Name	
Name, Title & Contact information for company contact	
Organization/Customer Size - Number of employees/students/licenses	
Implementation length	
Installation Date	
Description of System *include number of locations	
Vendor Project manager	

Reference #5	
Organization/Customer Name	
Name, Title & Contact information for company contact	
Organization/Customer Size - Number of employees/students/licenses	
Implementation length	
Installation Date	
Description of System *include number of locations	
Vendor Project manager	

### 1.12 Implementation

	Yes	No	Comments
1.12.1** Vendor acknowledges and confirms compliance with all processes and requirements defined in RFP Section 2.00: Purchase Agreement Implementation Process. Identify any exceptions or deviations from the proposed project approach, site access requirements and Vendor expectations. **			
1.12.2** Vendor confirms that it will provide Participating Associate Member with a written implementation plan with specific dates no later than two weeks after receiving notification from Participating Associate Member unless a later date is agreed to by both parties. Participating Associate Member will not be required to implement Vendor's solution until after approving the implementation plan, obtaining Participating Associate Member Board approval, and upon full execution of the Purchase Agreement. **			
1.12.3 Confirm that Vendor will provide maintenance services, and will not outsource maintenance.			

1.12.4** Vendor confirms that its delivery and maintenance employees shall wear distinctive company clothing and display company/employee identification, including the employee photograph and name. Vendor agrees that all Vendor employees who will be on site will adhere to applicable laws and Participating Associate Member Agency background check and supervision requirements. All Vendor employees must check in at the administration office of each site prior to any delivery or site work. **			
1.12.5 If selected, Vendor will agree to contract language allowing mutual contract termination in whole or in part, in the event that Participating Associate Member does not allocate funding for the continuation of this contract or any portion thereof. In the event of termination due to non-allocation of funds, both parties shall be held without fault and there shall be no financial consequences assessed as a penalty on either party.			
1.12.6** Confirm that the system can transfer student and personnel data from the Participating Associate Members' system(s) to the new system. If this is limited to specific providers/systems please list those with which this capability exists. Provide information related to the Vendor's transition approach. List any assumptions or conditions that would impact data migration to Vendor platform from an incumbent system. **			

1.12.7 Specify any minimum system requirements that must be in place prior to implementation.

1.12.8** Provide a general project plan that includes implementation of the proposed system. Include a general outline of essential tasks/milestones and the estimated timeline for implementation. **

1.12.9\*\* Describe Vendor's proposed project approach, including the roles and responsibilities of project team members, required tasks and any necessary onsite work. Include a detailed list of Participating Associate Member and Vendor responsibilities during the implementation process. \*\*

1.12.10 Identify examples of Vendor resources/staff that will be assigned to Participating Associate Members' implementations, including estimated availability and anticipated time commitment, years of experience with the company, and recent projects similar in scope to Participating Associate Member implementation.

1.12.11\*\* Describe any assumptions or constraints impacting Vendor's project timeline. If any feature or component of the system will be phased in on a later timeline (e.g., historical data importing), identify those constraints here. \*\*

1.12.12 Explain any penalty or liability charge for order changes prior to and after installation of the proposed system.

1.12.13\*\* Vendor confirms that should the awarded Vendor be a new vendor, the Vendor shall coordinate with the previous vendor for implementation of the new system. Describe Vendor approach and services supporting customer transitions from incumbent assessment systems to ensure minimal interruption. \*\*



### 1.13 Training

	Yes	No	Comments
1.13.1 Confirm that, if selected, Vendor will provide electronic, editable copies of training materials as well as suggestions for use and best practices as part of the training process.			

1.13.2\*\* Provide an overview of the recommended implementation training approach. Describe whether Vendor approaches training through a train-the-trainer approach, turn-key implementation, or other strategy. Be specific about the number of staff that will be directly trained by Vendor personnel under the proposal. Define whether training will be conducted in person, remotely (synchronous) or via on-demand tools. Provide an outline of the proposed training content and sample supporting materials. \*\*

1.13.3\*\* Include a detailed explanation of the training Vendor will provide for site leads/management and system administrators. Please indicate on which functions the system administrator will be trained. \*\*

1.13.4 Include the recommended training approach and associated costs for all users. Provide cost options for direct, Vendor-led training for end-users, train-the-trainer and on-demand/self-paced (video or document tutorials) alternatives.

1.13.5 Describe additional system administration and technical training that is available. Please include the projected costs for the training classes, where they are held, who provides them and if and what certifications would be provided if Participating Associate Member staff completes various levels.

1.13.6 Describe any on-site training/support/assistance during or after implementation, and any costs associated with the training/support/assistance.

1.13.7 Describe available webinars and online training.

## 1.14 Support and Maintenance

	Yes	No	Comments
1.14.1** Confirm that unlimited support is available through a toll-free phone number and online ticketing system minimally from 6am to 4pm PST (Monday-Friday). **			
1.14.2** Confirm emergency after-business-hours support is available for critical issues (site/district outage, data integration failure). **			
1.14.3** Confirm that, if selected, Vendor will provide full-time, company-employed customer service professionals who are trained specifically to support the products and configuration recommended for Participating Associate Member. Please describe the size, work location and organizational structure of the support team. **			
1.14.4 Confirm that Vendor does not outsource customer support.			
1.14.5 Confirm that Vendor will appoint one point-of-contact for Participating Associate Member.			

1.14.6 Describe standard support hours (24x7x365 preferred). Describe extended and/or emergency support hours. If standard support is not available 24x7x365, describe criteria used and/or limitations on the availability of emergency or escalated support requests.

1.14.7 Provide response and resolution times to tickets/reported incidents. Include the severity/type of incident, the average response and resolution time for similar incidents over the past two years and the target and guaranteed response and resolution times included in Vendor's proposal.

--

1.14.8 Provide data to show the number of support requests, median response time, and customer satisfaction metrics used to evaluate the responsiveness and effectiveness of Vendor's support team.

--

1.14.9 Describe the process for submitting support requests. Explain how support requests are tracked. Describe how the original requestor as well as centralized Participating Associate Member support personnel (IT contact and contract administrator) can view support request history.

--

1.14.10 Describe the escalation procedures for issues. Identify whether support requests are automatically escalated based on severity and/or time-lag.

--

1.14.11 Describe the process for submission, review, escalation and development for new feature requests.

--

1.14.12 Describe systems in place to capture customer feedback and how that feedback is used to inform development and organizational priorities.

--

1.14.13 Provide release notes for system upgrades and enhancements over the past two years. If release notes are not available, provide a list of features enhanced or added in that timeframe.

1.14.14 Indicate what Vendor defines to be “regular” and “emergency” services, and describe the expected and guaranteed response time for “regular” and “emergency” services.

1.14.15 State what recourse is available if the proposed system does not perform as quoted and the Participating Associate Member is faced with loss or interruption of service.

1.14.16. Indicate the provisions for service and support if Vendor’s business terminates, is subjected to a strike, or shutdown for any reason.

## Part 2 Technology Requirements

For each requirement, Vendor must indicate whether the feature request or requirement is fully met in the current, publicly available version of the platform (“Yes”), the feature or requirement is not available (“No”), the feature or requirement is partially satisfied by functionality available in the current release or will be available in a planned, upcoming, future release (“P”). If the feature or requirement is planned for a future date, Vendor must provide the release number (version) and date. Planned enhancements listed without a scheduled release date will be evaluated as if the technology is not available.

### 2.1 General

	Yes	No	P	Comments
2.1.1** Confirm that the system shall be designed to anticipate and provide for increases in data storage				

needs, increasing size and scope of data sets on-line, and increasing number of users.**				
2.1.2 Confirm that software updates are included in the maintenance contract.				

2.1.3 Provide information regarding the database platform and versions supported. Confirm that the solution can be run in a Virtualized environment (VM Ware, Hyper V).

2.1.4** Specify whether the system is web/cloud-based or on-premise. **

2.1.4.1 If the system is on-premise, specify all hardware required to support the system.

2.1.4.2 If the system is web/cloud-based, describe what measures have been taken to ensure resiliency/high availability.

2.1.4.3 If the system is web/cloud-based, describe any browser or application requirements including: supported browsers and minimum versions, dependencies on Flash or other third-party software. Please note any browser specific limitations to the functionality provided by the Solution.

2.1.5** Provide details regarding Vendor needs and expectations for remote access to systems and open ports required for communication and data exchange between system components. **

2.1.6 Describe Vendor process for testing and releasing software updates, and providing for business continuity during major upgrades. Describe expectations of Participating Associate Member staff to apply upgrades for systems.

2.1.7 Describe the typical frequency of software updates on an annual basis and whether software updates are required at these intervals or if they are included/or optional. Describe how Participating Associate Members are notified of new software upgrades and tools available.

## **2.2 Performance and Reliability**

2.2.1 Describe performance monitoring or other tools/techniques used to ensure consistent response times and availability of the solution.

2.2.2 Describe Vendor recommended/used database backup, system recovery, and failover capabilities to minimize the system downtime and risk of data loss.

2.2.3\*\* State uptime for the system for the past three (3) years. Scheduled maintenance, that renders the system unavailable for typical usage, should be counted as an outage. Describe process for maintenance, including communications and system availability during scheduled maintenance. Define uptime commitments included in Vendor's service level agreement.\*\*

2.2.4\*\* Provide a list of any site-wide outages over the past two years. Include the duration of the outage and an impact statement listing the services affected.\*\*

2.2.5\*\* Describe any data loss or data corruption that occurred in the past three (3) years. Identify any customers that experiences lost or compromised data and the source of the issue.\*\*

2.2.6 Describe Vendor support for disaster recovery of the complete solution in the instance of data corruption, complete data failure, complete server failure, or complete site failure. Provide evidence of comprehensive disaster recovery meeting.

2.2.7 Describe how Vendor anticipates and provides for increases in data storage needs, increasing size and scope of data sets on-line, and increasing number of users. Provide an overview of how Vendor scales both infrastructure and support personnel to meet necessary demand.

2.2.8 If onsite installation, provide all technical documentation including minimum requirements, database sizing recommendations, and system architecture and installation.

## 2.3 Upgrades and Maintenance

2.3.1\*\* Confirm that the system shall be available 24/7, 365 days per year and provide details related to scheduled maintenance windows and precautions taken to ensure high availability.\*\*

2.3.2 Clarify whether Vendor will host dedicated, separate production, test and training environments for Participating Associate Members under this agreement. Participating Associate Members may request a testing database that is refreshed nightly from production data, where new releases can be previewed and modifications tested prior to application to production. A training database should provide a de-identified/scrambled data set for use in conducting training and developing internal training documents.

2.3.3 Provide details on maintenance service arrangements for the proposed system and the cost for any alternative available including maintenance contracts and per-call maintenance cost.

## 2.4 Data and Interoperability

2.4.1\*\* Participating Associate Members require full access to extract user-generated, system and usage data. Please describe how Vendor's proposed system supports this requirement.

\*\*

2.4.2\*\* Please specify which platforms Vendor's proposed system integrates with for authentication/authorization (Active Directory, Google Single Sign On, etc.). \*\*

2.4.3\*\* Provide a list of all Student Information Systems ("SIS"), Financial, and Notification Systems that Vendor's proposed solution is currently integrated with (Examples: Aeries, Powerschool, Infinite Campus, Bitech, Business Plus, Schoolloop, SchoolMessenger, Blackboard). For each, please provide a brief describe the level of integration and how frequently the system can pull/refresh data from these data sources. For systems that rely on data FROM the Assessment System, specify any limitations on the number, frequency or scope of scheduled extracts that Participating Associate Member agencies can create and use. \*\*



2.4.4\*\* Describe Vendor's data integration and loading process, include sample file layouts. \*\*

2.4.5 Describe support for creating custom, scheduled imports and exports.

2.4.6 Describe the capabilities of the Solution to provide bulk imports and exports.

## 2.5 Security

	Yes	No	P	Comments
2.5.1** Confirm that the Vendor's information security policies are documented and available to clients upon request.**				
2.5.2 Confirm that the system prevents users from accessing information on students that they are not directly involved with. If the system does not allow for students to be secured by teacher, grade-level at a school, and specific school, describe the different permission levels that the system can enforce.				
2.5.3 Confirm that Ed Tech JPA and Associate Members may review Vendor internal and/or 3rd party security audits.				
2.5.4** Warrant that Vendor provides background checks on all employees, and/or that only employees who have undergone said background checks will have access to Participating Associate Members'/Districts' data. **				
2.5.5 Confirm that Vendor requires all employees to sign data handling agreements at hire.				

2.5.6 Certify that Vendor employs and will continue to employ a dedicated CISSP certified security manager, or the equivalent, in certification to test the system and run ongoing checks/improvements.				
2.5.7** Confirm that Vendor is capable of providing access limitations based upon Participating Associate Member roles, and give the site system administrator a tool to modify access rights at the individual level. Vendor's system must be configurable to provide specific user rights and roles and to restrict data access and administrative oversight to the appropriate personnel. **				
2.5.8** Vendor agrees that, even if the proposed solution is hosted by Vendor, data housed in the system remains the sole property of Participating Associate Member and cannot be used in any way not explicitly approved by Participating Associate Member.**				
2.5.9** Confirm that no third-party shall be given access to Participating Associate Member data for any reason without explicit, written authorization from the Participating Associate Member. Any third party used to support the system must be identified as a designated subcontractor in the RFP response. **				
2.5.10** Confirm that Vendor agrees to execute and abide by all terms in the California Student Data Privacy Agreement (included in Appendix E of this RFP). **				
2.5.11 Indicate if the system can be integrated with platforms for authenticated user permission assignment. Specify which platforms the system can be integrated with (such as Active Directory or Google Single Sign On).				

2.5.12 Provide a description of Vendor policy regarding storage, retention, and distribution of data. State Vendor company data non-release policy.

2.5.13 Explain internal Vendor company protocols regarding the handling of client data.

2.5.14 The system shall effectively secure and protect student information. Please describe the security measures (physical and technological) taken to protect data.

### Part 3 Functionality and Usability

This section should include an in-depth description of the Assessment Platform. Vendors may respond and be awarded to one or more system modules (for example, a vendor that offers only General/User Experience and not Assessment Items may respond only to the General/User Experience section and be awarded for that section only).

Please indicate below which system modules Vendor is proposing. Indicate whether the module may be licensed individually or whether it must be combined with other modules provided by Vendor to function properly with full Vendor support. For example, if Vendor offers a specific part of the solution, but will integrate with third party solutions, Vendor should indicate that the specific part of the solution requiring third party integration is licensed individually. It is essential that Vendors respond in a way that demonstrates the full feature set of the Solution and its usability.

Module	Included in Proposal (Y/N)	Individually Licensed (Y/N)	Package Only (Y/N)	Comments (Please list applications that must be bundled with purchase if applicable)
General/User Experience				
Assessment and Items				
Collaboration				
Data and Reports				

For each requirement, Vendor must indicate whether the feature request or requirement is fully met in the current, publicly available version of the platform ("Yes"), the feature or requirement is not available ("No"), the feature or requirement is partially satisfied by functionality available in the current release or will be available in a planned, upcoming, future release ("P"). If the feature or requirement is planned for a future date, Vendor must provide the release number (version) and date. Planned enhancements listed without a scheduled release date will be evaluated as if the functionality is not available.

### 3.1 General/User Experience

	Yes	No	P	Comments
3.1.1** Confirm that the Solution offers intuitive navigation with minimal training needed. **				
3.1.2** Confirm that the Solution offers efficient navigation with minimal clicking required to complete key tasks. **				
3.1.3 Confirm that the Solution contains options for personalization including allowing for professional decision making when creating or editing an assessment and scoring options.				

3.1.4 Include screenshots highlighting the format and usability of the Solution.

--

3.1.5\*\* Please an overview of functionality available as part of the core/proposed solution or as an optional solution that is available for purchase at an additional cost to the Participating Associate Member. Please also provide a brief description of planned development that may be of benefit to Participating Associate Members. \*\*

--

3.1.6 Please also provide a brief description of planned future development that may be beneficial to Participating Associate Members.

--

### 3.2 Assessment and Items

	Yes	No	P	Comments
3.2.1** Confirm that the Solution offers a variety of item types and that there is a variety of possible student responses available. **				

3.2.2** Confirm that the Solution is math friendly and includes an equation editor. **				
3.2.3** Confirm that the Solution includes or offers a rich item bank. **				
3.2.4 Confirm that the Solution has the ability to link questions and answers to standards.				
3.2.5 Confirm that the Solution has the ability to link questions and answers to common errors (distractors).				

3.2.6** Include sample assessment items reflecting the different item types and different student responses. **

3.2.7** Describe the item bank(s) available, including diversity of assessment items, if items reflect the Depth of Knowledge (DOK), number of items, and if the item bank is created in-house or offered through a third party. **

3.2.8 Describe how the Solution links questions and answers to standards, including if each item is linked to a standard and if items may be linked to a standard by the end user.

3.2.9 Describe how the Solution links questions and answers to common errors, including if each item is linked to common errors and if items may be linked to common errors by the end user.

3.2.10\*\* Describe or include diagrams of the workflow for creating an assessment. Demonstrate the steps needed to (1) modify and administer an existing assessment in Vendor's system, (2) create a new assessment from an existing item bank, (3) create a new assessment from a blank template, and (4) utilize the system to administer a paper-based test (using the system to support scoring only).\*\*

3.2.11 Provide a description and screenshots to illustrate the **teacher** experience in administering a test, scoring items (including narrative responses), and viewing student results.

3.2.12 Provide a description and screenshots to illustrate the **student** experience in taking an online test, viewing his/her results, and accessing educational resources tied to his/her performance by standard.

3.2.13 Describe all options for scoring and aggregating student results (e.g., scanned mark-reader forms, document camera integration, online test-taking).

3.2.14 Describe features of the system designed to create efficiencies for teachers in developing, administering, scoring or analyzing assessments.

3.2.15 Describe features of the system designed to support decision-making, educational supports/interventions, or other actions a teacher may take in response to assessment scores.

3.2.16 Describe how a student would view errors on a completed assessment and take additional assessments. Describe if the item bank comes with a list of additional assessment items for each incorrect item. Describe if the Participating Associate Member may create additional assessment items, or link assessment items, for each incorrect item.

3.2.17 Describe any other distinguishing features of the system related to assessment and assessment items that may be relevant to Participating Associate Members' evaluation of the Product(s).

### 3.3 Collaboration

	Yes	No	P	Comments
3.3.1** Confirm that the Solution has the ability to create custom groups of students.**				
3.3.2 Confirm that the Solution has the ability to create custom groups of teachers.				
3.3.3 Confirm that the Solution gives users the ability to collaborate with other users to create new assessments.				
3.3.4 Confirm that the Solution gives users the ability to collaborate with other users to edit pre-existing assessments.				
3.3.5** Confirm that the Solution gives users the ability to share assessments with other users. **				
3.3.6 Confirm that the Solution allows for collaborative scoring of assessments by multiple users.				



3.3.7\*\* Describe the process for creating custom groups of students, the functionalities available within each custom group, and any limitations to custom groups or number of custom groups per class. Please be specific about both static (groups created by a user that include the same individuals over time) and dynamic (criteria-based groups that update based on demographic, academic or other data points) group functionality. \*\*

3.3.8\*\* Describe the process for creating custom groups of teachers, the functionalities available within each custom group, and any limitations to custom groups. \*\*

3.3.9 Describe the process for multiple users to create a new assessment and describe the functionality for: access by multiple users at a time, visibility into edits, and version history.

3.3.10 Describe the process for multiple users to edit a pre-existing assessment and describe the functionality for: access by multiple users at a time, visibility into edits, and version history.

3.3.11\*\* Describe the process for users to share assessments with other users. \*\*

3.3.12 Describe the process for collaborative scoring of assessments by multiple users.

3.3.13 Describe any additional features of the system designed to support professional learning communities and collaborative assessment design and administration.

### 3.4 Data and Reports

	Yes	No	P	Comments
3.4.1** Confirm that the Solution includes Reporting that provides actionable and comparative data that inform instructional decision making. **				
3.4.2** Confirm that the Solution has the ability to create reports with custom groups of students to monitor progress on specific skills (e.g. an intervention group). **				
3.4.3 Confirm that the Solution has the capability to share data amongst users, within school sites, and across The Participating Associate Member/District.				
3.4.4 Confirm that the Solution is capable of importing and exporting customer created items and assessments including specific questions, responses, formatting, adaptive assessment plans, and item pools to a machine readable format.				
3.4.5 Confirm that the Solution is capable of exporting assessment results at the item, standard, and assessment level.				
3.4.6 Confirm that the Solution is capable of ingesting external assessment and data collection results.				
3.4.7 Confirm that the Solution has features that support student ownership of learning and monitoring of their own progress.				
3.4.8 Confirm that the Solution has the ability for student to view errors & take additional assessments.				
3.4.9** Provide sample reports that provide actionable and comparative data. **				

3.4.10\*\* Describe the process to create custom groups of students, and reporting capabilities within each custom group to monitor progress on specific skills (ie: a reading comprehension intervention group).\*\*

3.4.11\*\* Describe the process for sharing data amongst users, within school sites, and across The Participating Associate Member/District, including what data can be shared with each group.\*\*

3.4.12 Describe the process to import and export customer created items and assessments, including specific questions, responses, formatting, adaptive assessment plans, and item pools. Demonstrate how users can include data generated from within the system and data generated outside of the system/imported to get a complete picture of student performance.

3.4.13 Describe the process to export assessment results at the item, standard, and assessment level. Include a sample export.

3.4.14 Describe how the Solution ingests external assessment and data collection results, including the process for both a commercial assessment and for locally collected data.

3.4.16 Describe any additional reporting features or other ways that the system can import or export information.

## Part 4 Price

Vendor must complete the Pricing Forms (Appendix C). In Appendix C, Vendor shall detail all costs associated with the proposed solution, including, but not limited to, the implementation, software licensing and maintenance, training, ongoing support, recommended professional services, taxes and surcharges, and costs of optional services and products. Taxes may be listed as an approximate percentage where appropriate. Costs not identified by Vendor shall be borne by Vendor and will not alter the requirements identified in this solicitation.

	Yes	No	Comments
4.1** Confirm that all costs, including, but not limited to, implementation, software licensing and maintenance, training, ongoing support, recommended professional services, taxes and surcharges, and costs of optional services and products and any other anticipated costs to the Participating Associate Member have been included on the completed Appendix C: Pricing Form. **			
4.2 Confirm that should the system be down or performance degraded to render the system unusable for longer than 30 minutes (outside of a scheduled maintenance window), Vendor shall refund the portion of the contract equivalent to that outage window.			
4.3** Confirm that the Pricing Form includes an itemized schedule of all equipment and software for the proposed system and all pricing quoted includes all activities necessary for a complete, turn-key system.**			
4.4** Describe any assumptions made impacting the cost proposal, and any limitations (e.g., professional service hours, number of initial distribution groups) that apply to the listed costs. **			

4.5\*\* Provide a narrative explanation of the pricing proposal. Describe in detail any limitations of (e.g., length of term, service quantities) that apply to the proposed pricing. Note, limitations or terms that are unfavorable may be cause for rejection of the Proposal. \*\*

4.6\*\* Ed Tech JPA reserves the right to award to multiple Vendors a Master Agreement to best meet the needs of its Associate Members. If pricing is contingent upon a specific volume of students or staff, explicitly state those conditions. \*\*

4.7 Describe how growth and site changes will impact the price.

4.8 Describe how declining enrollment and site changes will impact the price.

4.9\*\* The maintenance and licensing fee shall not begin until the solution has been tested and accepted by the Participating Associate Member. Describe payment milestones and expectations. \*\*

## Part 5 Exceptions

Describe any exceptions to the RFP content, general expectations, specific requirements, and/or the Ed TEch JPA's standard Master Agreement and Purchase Agreement. For each exception, propose acceptable alternative language and/or provide rationale to support the exception.

\*\*\* End of Proposal Form \*\*\*