

# Education Technology Joint Powers Authority



**RFP No. 20/21-02**  
**Web Design & Hosting**  
**PROPOSAL DEADLINE: January 27, 2021, 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: January 27, 2021 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  
and/or MichelleBennett@iusd.org

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. 20/21-02 Web Design & Hosting.

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 call on December 15, 2020 at 1:00pm pacific time at 949-610-7036. Vendors who wish to attend this meeting should RSVP to Michelle Bennett at MichelleBennett@iusd.org.

Any questions regarding the Request for Proposals shall be directed to Michelle Bennett at MichelleBennett@iusd.org, via e-mail only by 12:00 pm on January 14, 2021. All responses will be posted on the Ed Tech JPA's website.

Education Technology JPA  
Governing Board

Publish: December 8 & 15, 2020

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## 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 web design and hosting services, although ancillary services, such as learning management services and notification/communication systems 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.**

This Web Design and Hosting RFP was drafted to reflect the diverse needs of Ed Tech JPA's broad membership. Some Ed Tech JPA members may leverage this RFP only to support a public facing website. Others may be seeking a full communications platform including public agency/school websites, intranet, learning management system and notification system platform. JPA members have different preferences as to the level of standardization and the amount of customizability they would like in their web site tool. The Ed Tech JPA aims to award to multiple, qualified vendors reflecting these different needs of our members. The Functionality and Usability Requirements and Pricing Form included in the Response template for this RFP are designed to allow Vendors the flexibility to provide differentiated website offerings, including standard software and services, add-on modules and/or custom development where appropriate.

In addition to reviewing proposals for Ed Tech JPA, the initiating agencies, Irvine Unified School District and Fullerton School District, have immediate needs for the product. The initiating districts will review proposals to determine a Vendor best suited to provide the product for its own needs and anticipates entering into a Purchase Agreement for the product following execution of the Master Agreement awarded pursuant to this RFP.

### 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/about/our-ed-tech-jpa-members> .

### **1.4 Requested Services**

This solicitation is intended to provide a mechanism for Ed Tech JPA members to procure new or upgraded web design and hosting and ancillary services. Ed Tech JPA members seek state-of-the-art web design and hosting and ancillary services (hereinafter referred to as "Product" or "Solution") 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 web design and hosting and ancillary services.

### **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 districts 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 the Standard Student Data Privacy Agreement CA-NDPA (CA-NDPA). A copy of the CA-NDPA 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 Vendor, 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. Vendors whose gross sales exceed two million dollars (\$2,000,000.00) each fiscal year may receive a discount and pay Administrative Fees as follows:

<b>Sales Amount*</b>	<b>Administrative Fee**</b>
\$2,000,000.00 - \$3,999,999.99	3.5%
\$4,000,000.00 and above	3%



\*The fiscal year term is July 1 - June 30.

\*\*Sales are the annual gross amount invoiced of any Participant Agreement with VENDOR based on an award under the RFP, including any Additional Services, or agreement extensions or renewals.

\*\*\*Any discounted Administrative Fee shall be applied to Sales in the quarter after the minimum threshold has been met. Discounted Administrative Fees shall revert to four percent (4%) after the minimum threshold is no longer met.

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 invoices. 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. Vendors are not responsible for paying an Administrative Fee for purchases made by existing customers that do not use the Ed Tech JPA contract in any manner and whose contracts do not rely on any competitive procurement performed by Ed Tech JPA.

### **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, the Product(s) subject to the Master Agreement at a price lower than the price offered pursuant to the RFP and the Master Agreement to Ed Tech JPA's Eligible Entities (regardless of whether the Eligible Entity is an Associate Member of the Ed Tech JPA). Eligible Entities include 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..

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 charged 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. Ed Tech JPA is not required to provide prompting or notification. Vendor is responsible to collect and report all sales data including resellers and partners sales associated with the Master Agreement. 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. Ed Tech JPA will provide the completed Purchase Agreement template for Associate Members and Founding Members 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, Standard Student Data Privacy Agreement (CA-NDPA), and Purchase Agreement template.

**2.2.2** Associate Members and Founding Members may browse products, review RFP Proposals 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 Participants with the Solution(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 Solution.

### **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 also 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 January 27, 2020.

No hard copies shall be required in response to RFP No. 20/21-02. Vendors who elect not to submit hard copies may submit electronic copies via email to [MichelleBennett@iusd.org](mailto:MichelleBennett@iusd.org). Attachment files must be no greater than 25 megabytes. File sizes larger than 25 megabytes may be submitted via a file share option such as Dropbox or Google Folder. Please submit Proposal in one file (not multiple files).

Hard copies are not required, but may be delivered to Irvine Unified School District located at 5050 Barranca Parkway, Irvine, CA 92604 between the hours of 9:00am and 4:00pm on weekdays. Vendors who elect to submit hard copies should submit:

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 No. 20/21-02 Web Design & Hosting."

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 Procurement Office, and electronic Proposals must be received at the specified email address, no later than the Proposal Submission Deadline specified in the Calendar of Events. No telegraphic or facsimile 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	OC Register	December 8 & 15, 2020
Pre-Proposal Vendor Conference (Non Mandatory)	949-610-7036	December 15, 2020 1:00PM
Last Day to Submit Questions (RFIs)	MichelleBennett@iusd.org	January 14, 2021
Response to Questions Posted	Ed Tech JPA website	January 21, 2021
Proposals Due	<a href="mailto:MichelleBennett@iusd.org">MichelleBennett@iusd.org</a> and/or 5050 Barranca Pkwy. Attn: Michelle Bennett Irvine, CA 92604	January 27, 2021

Evaluation and Selection of Finalists		January 28 - March 10, 2021
Ed Tech JPA Board Action		*anticipated March 25, 2021

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's 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 Vendor's 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 web design and hosting and ancillary services 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://edtechjpa.iusd.org/procurement/current-procurements> .

### **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 web design and hosting 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.

Awards shall be made contingent upon successful contract negotiations as determined by Ed Tech JPA's sole discretion. Even after award Ed Tech JPA may or may not proceed in establishing contracts. Execution of contracts is solely at the discretion of Ed Tech JPA. In the event that Ed Tech JPA elects not to establish a contract with a previously awarded vendor Ed Tech JPA's governing board shall vote to revoke the award and the vendor shall be notified.

## **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 Members. 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 in 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. Vendor may add or delete Products introduced or removed from the market by the manufacturer under the following conditions: A) Deleted products have been discontinued and are no longer available from the manufacturer; or B) Added products are either a direct replacement for original products listed in the RFP, Vendor's Proposal, the Master Agreement and/or any Purchase Agreements, or added products are enriched capabilities, new modules, technology advancements, and/or service categories within the Education Intelligence and Analytics solution that Vendor did not have at the time the RFP Proposal was submitted. To modify the product list Vendor shall obtain prior written

approval from Ed Tech JPA; and thereafter execute an Amendment to both the Master and Purchase Agreements.

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 Fraternization 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 Vendor's 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 Products are either a direct replacement for original products listed in the RFP, VENDOR's Proposal, the Master Agreement and/or any Purchase Agreements, or Added Products are enriched capabilities, new modules, technology advancements, and/or service categories within the Education Intelligence and Analytics solution that VENDOR did not have at the time the RFP Proposal was submitted. ;
- 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 charged 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 Standard Student Data Privacy Agreement CA-NDPA (CA-NDPA), 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 the reporting period outlined in section 15.B. of this MA. 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. Vendors whose gross sales exceed two million dollars (\$2,000,000.00) each fiscal year may receive a discount and pay Administrative Fees as follows:

<b>Sales Amount*</b>	<b>Administrative Fee**</b>
\$2,000,000.00 - \$3,999,999.99	3.5%
\$4,000,000.00 and above	3%

\*The fiscal year term is July 1 - June 30.

\*\*Sales are the annual gross amount invoiced of any Participant Agreement with VENDOR based on an award under the RFP, including any Additional Services, or agreement extensions or renewals.

\*\*\*Any discounted Administrative Fee shall be applied to Sales in the quarter after the minimum threshold has been met. Discounted Administrative Fees shall revert to four percent (4%) after the minimum threshold is no longer met.

For purchases made with federal funds, a different fee structure may apply. Computations of the Administrative Fee shall exclude state, local, or federal taxes levied on invoiced amounts. Unless otherwise stated herein, 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 be authorized by Ed Tech JPA's Board of Directors ("Board") and shall take effect on the day approved by the Board. Any increase shall be communicated to Vendors with no less than thirty (30) days 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.

- A. Administrative Fees shall be reported and 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

- B. 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
- C. The administrative fee shall not be included as an adjustment to VENDOR's Ed Tech JPA Master Agreement pricing.
- D. The administrative fee shall not be invoiced or charged to the Participating Associate Member.
- E. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from Participating Associate Member.
- F. 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.

- G. 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**

Neither party may assign its rights and obligations hereunder, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Orders Forms and SOWs), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. An "Affiliate" for purposes of this Section 23 shall mean any entity which directly controls, is under common control with, or is directly or indirectly controlled by the party seeking to assign its rights and obligations hereunder.

## **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

<b>VENDOR NAME:</b>									
		<b>UAGE REPORT TEMPLATE</b>							
<b>Member Agency</b>	<b>Contract Term Dates</b>	<b>Date Purchase Agreement Executed</b>	<b>Date Order Fulfilled/ Invoice Generated</b>	<b>Order Details/ Products Purchased</b>	<b>Purchase Price: One- Time Fees</b>	<b>Purchase Price: Annual Fees</b>	<b>JPA Admin Fee (4% of purchase price)</b>	<b>Notes</b>	<b>New/Renewal</b>
	-								<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 Standard Student Data Privacy Agreement CA-NDPA (CA-NDPA), 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 Products are either a direct replacement for original products listed in the RFP, VENDOR's Proposal, the Master Agreement and/or any Purchase Agreements, or Added Products are enriched capabilities, new modules, technology advancements, and/or service categories within the Education Intelligence and Analytics solution that VENDOR did not have at the time the RFP Proposal was submitted;
- 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**

Neither party may assign its rights and obligations hereunder, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Orders Forms and SOWs), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. An "Affiliate" for purposes of this Section 12 shall mean any entity which directly controls, is under common control with, or is directly or indirectly controlled by the party seeking to assign its rights and obligations hereunder.

#### **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 **number (#)** 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:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

Disclosure of Proposal

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)
- ☐ Disclosure of Proposal
- ☐ 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)
- ☐ Standard Student Data Privacy Agreement CA-NDPA (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 Vendor's 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 the 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

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Vendor Legal Name

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Name

Title

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## 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

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Vendor Legal Name

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Name

Title

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(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

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Vendor Legal Name

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Name

Title

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**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

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Vendor Legal Name

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Name

Title

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## **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 understands 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

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Vendor Legal Name

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Name

Title

--	--

City

State

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## 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 Ed Tech JPA or Participant, as applicable. 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 charged 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. Vendors whose gross sales exceed two million dollars (\$2,000,000.00) may be eligible to pay a discounted Administrative Fee. 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
<input type="text"/>	<input type="text"/>
Vendor Legal Name	
<input type="text"/>	
Name	Title
<input type="text"/>	<input type="text"/>

**Rules Acknowledgement**

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

Signature

Date

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Vendor Legal Name

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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 Solution to meet the requirements specified in this RFP.

- If Vendor has multiple package offerings (e.g., district/agency website, school websites, learning management system, notification system), clearly identify what is included at each price point. Offerings may be presented as individual components (i.e., Website Cost, LMS Cost), as bundled packages (i.e., Website Only, Website + LMS), or as both.
- For custom development or other costs dependent on customer-specific needs, Vendor's may indicate an hourly rate or other unit-cost pricing structure on the form.

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. 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.

- If Vendor has multiple package offerings (e.g., district/agency website, school websites, learning management system, notification system), clearly identify what is included at each price point. Offerings may be presented as individual components (i.e., Website Cost, LMS Cost), as bundled packages (i.e., Website Only, Website + LMS), or as both.
- If pricing levels are differentiated based on student enrollment or other factors, Vendors may submit multiple “tiers” of pricing for products.

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, Site, etc.)	Estimated Total Cost (Years 1-5)
Developer Solution	<i>Including but not limited to: Software, Licensing, training materials and release notes.</i>		Year 1: Year 2: Year 3: Year 4: <u>Year 5:</u> TOTAL:
Hosting Solution	<i>Including but not limited to: Software, Licensing, training materials and release notes.</i>		Year 1: Year 2: Year 3: Year 4: <u>Year 5:</u> TOTAL:
Learning Management Solution	<i>Including but not limited to: Software, Licensing, training materials and release notes.</i>		Year 1: Year 2: Year 3: Year 4: <u>Year 5:</u> TOTAL:
Maintenance and Support		Developer:  Hosting:  LMS:	(break down if necessary) 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>	Developer:  Hosting:	(break down if necessary) Year 1: Year 2: Year 3: Year 4:

		LMS:	<u><b>Year 5:</b></u> <b>TOTAL:</b>
<b>Other</b>	<i>Please Describe:</i>	Developer:  Hosting:  LMS:	(break down if necessary) <b>Year 1:</b> <b>Year 2:</b> <b>Year 3:</b> <b>Year 4:</b> <u><b>Year 5:</b></u> <b>TOTAL:</b>
<b>Total Annual Recurring Costs</b>		Developer:  Hosting:  LMS:	(break down if necessary) <b>Year 1:</b> <b>Year 2:</b> <b>Year 3:</b> <b>Year 4:</b> <u><b>Year 5:</b></u> <b>TOTAL:</b>

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

<b>Learning Management Solution</b>	<i>Including but not limited to: Software, Licensing, training materials and release notes.</i>		<b>Year 1:</b> <b>Year 2:</b> <b>Year 3:</b> <b>Year 4:</b> <u><b>Year 5:</b></u> <b>TOTAL:</b>
<b>Maintenance and Support</b>		Developer:  Hosting:  LMS:	<b>(break down if necessary)</b> <b>Year 1:</b> <b>Year 2:</b> <b>Year 3:</b> <b>Year 4:</b> <u><b>Year 5:</b></u> <b>TOTAL:</b>
<b>Upgrade &amp; Update Costs</b>	<i>Including but not limited to: Updated training materials and release notes.</i>	Developer:  Hosting:  LMS:	<b>(break down if necessary)</b> <b>Year 1:</b> <b>Year 2:</b> <b>Year 3:</b> <b>Year 4:</b> <u><b>Year 5:</b></u> <b>TOTAL:</b>



**Optional Services and Costs:** Expand the following table as required to provide pricing for the proposed Solution 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.

Vendors proposing Hosting must specify costs for additional storage/servers if upsizing hosted infrastructure may trigger additional costs.

Vendors offering additional related products, not specifically called for in this RFP (e.g., school safety products) may add those products and services in this section.

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)
Additional Storage Servers	<input type="checkbox"/> Required to Meet Requirements		____Recurring ____One-Time	Year 1: Year 2: Year 3: Year 4: <u>Year 5:</u> TOTAL: ____Recurring ____One-Time
Custom Development	<input type="checkbox"/> Required to Meet Requirements		____Recurring ____One-Time	Year 1: Year 2: Year 3: Year 4: <u>Year 5:</u> TOTAL: ____Recurring ____One-Time

	<input type="checkbox"/> Required to Meet Requirements		____Recurring ____One-Time	<b>Year 1:</b> <b>Year 2:</b> <b>Year 3:</b> <b>Year 4:</b> <u><b>Year 5:</b></u> <b>TOTAL:</b> ____Recurring ____One-Time
	<input type="checkbox"/> Required to Meet Requirements		____Recurring ____One-Time	<b>Year 1:</b> <b>Year 2:</b> <b>Year 3:</b> <b>Year 4:</b> <u><b>Year 5:</b></u> <b>TOTAL:</b> ____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: Standard Student Data Privacy Agreement (CA-NDPA Standard)

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

## **STANDARD STUDENT DATA PRIVACY AGREEMENT**

### **CA-NDPA Standard**

Version 1.0 (10.22.20)

Ed Tech JPA

and

**Provider**

This Student Data Privacy Agreement ("DPA") is entered into on \_\_\_\_\_ (the "Effective Date") and is entered into by and between: Education Technology Joint Powers Authority

(the "**Local Education Agency**" or "**LEA**"), located at 5050 Barranca Parkway, Irvine, CA 92604, and

(the "**Provider**"),

located at \_\_\_\_\_

**WHEREAS**, the Provider is providing educational or digital services to LEA.

**WHEREAS**, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("**FERPA**") at 20 U.S.C. § 1232g (34 CFR Part 99); the Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

**WHEREAS**, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

**NOW THEREFORE**, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
2. **Special Provisions. Check if Required**

☐ If checked, the Supplemental State Terms and attached hereto as **Exhibit "G"** are hereby incorporated by reference into this DPA in their entirety.

☐ If Checked, the Provider, has signed **Exhibit "E"** to the Standard Clauses, otherwise known as General Offer of Privacy Terms.

3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "**Services**").
6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.



The designated representative for the LEA for this DPA is:

Name: Michelle Bennett

Title: Procurement Specialist

Address: 5050 Barranca Parkway, Irvine, CA 92604

Phone: 949-936-5022

Email: MichelleBennett@iusd.org

The designated representative for the Provider for this DPA is:

Name:

Title:

Address:

Phone:

Email:

**IN WITNESS WHEREOF**, LEA and Provider execute this DPA as of the Effective Date.

**LEA: Education Technology Joint Powers Authority**

By:

Date:

Printed Name: Brianne Ford

Title/Position: President

**PROVIDER:**

By:

Date:

Printed Name:

Title/Position:

**STANDARD CLAUSES**

Version 3.0

**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 including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, 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. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data

2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
3. **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 terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

## 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 DPA 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 LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty-five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student 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 Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student Generated Content to a separate account created by the student.



4. **Law Enforcement Requests.** Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

#### ARTICLE 111: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA {34 CFR § 99.31{a}{l}}, 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 Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known 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 federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A and/or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.

3. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or permitted in writing by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.
5. **De-Identified Data:** Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes:
- (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees 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 the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.
6. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to Article II section 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D".
7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product

recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

## ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.
3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The Provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "F"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
  - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:

- 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; and
  - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- (2) Provider agrees to adhere to all federal and state requirements 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.
- (3) 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 summary of said written incident response plan.
- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) 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 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 **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

## **ARTICLE VII: MISCELLANEOUS**

1. **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. Either

party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.

2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
4. **Entire Agreement.** This DPA and the Service Agreement constitute 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.
5. **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.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, 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 OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

7. **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 the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, 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.
9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

**EXHIBIT "A"**

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE.

IF MORE THAN ONE PRODUCT (RESOURCE) OR SERVICE IS INCLUDED, LIST EACH PRODUCT  
(RESOURCE) HERE]

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

Category of Data	Elements	Check if Used by Your System		
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.			
	Other application technology meta data- Please specify:			
Application Use Statistics	Meta data on user interaction with application			
Assessment	Standardized test scores			
	Observation data			
	Other assessment data-Please specify:			
Attendance	Student school (daily) attendance data			
	Student class attendance data			
Communications	Online communications captured (emails, blog entries)			
Conduct	Conduct or behavioral data			
Demographics	Date of Birth			
	Place of Birth			
	Gender			



	Ethnicity or race		<input type="checkbox"/>	
	Language information (native, or primary language spoken by student)			
	Other demographic information-Please specify:			
Enrollment	Student school enrollment			
	Student grade level			
	Homeroom			
	Guidance counselor			
	Specific curriculum programs			
	Year of graduation			
	Other enrollment information-Please specify:			
Parent/Guardian Contact Information	Address			
	Email			
	Phone			

Category of Data	Elements	Check if Used by Your System		
Parent/Guardian ID	Parent ID number (created to link parents to students)			
Parent / Guardian Name	First and/or Last			
Schedule	Student scheduled courses			
	Teacher names			
Special Indicator	English language learner information			
	Low income status			
	Medical alerts/ health data			
	Student disability information		<input type="checkbox"/>	
	Specialized education services (IEP or 504)			
	Living situations (homeless/foster care)			
	Other indicator information-Please specify:			
Student Contact Information	Address			
	Email			
	Phone			

Student Identifiers	Local (School district) ID number			
	State ID number			
	Provider/App assigned student ID number			
	Student app username			
	Student app passwords			
Student Name	First and/or Last			
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)			
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in			
Student Survey Responses	Student responses to surveys or questionnaires			
Student work	Student generated content; writing, pictures, etc.			
	Other student work data -Please specify:			
Transcript	Student course grades			
	Student course data			
	Student course grades/ performance scores			

Category of Data	Elements	Check if Used By Your System		
	Other transcript data - Please specify:			
Transportation	Student bus assignment			
	Student pick up and/or drop off location			
	Student bus card ID number			
	Other transportation data - Please specify:			
Other	Please list each additional data element used, stored, or collected by your application:			
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable .			

### **EXHIBIT "C:" DEFINITIONS**

**De-Identified Data and De-Identification:** Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

**Educational Records:** Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such 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.

**Metadata:** means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

**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 for K-12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

**Originating LEA:** A local education agency who originally executes the DPA in its entirety with the Provider.

**Provider:** For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

**Student Generated Content:** The term "student-generated content" means materials or content created by a student in the services 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 of student content.

**School Official:** For the purposes of this DPA 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 Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re disclosure of personally identifiable information from Education Records.

**Service Agreement:** Refers to the Contract, Purchase Order and/or Terms of Service and/or Terms of Use.

**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, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or 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, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local 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.

**Subprocessor:** For the purposes of this DPA, 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 service, and who has access to Student Data.

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

**Targeted Advertising:** means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

**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 Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, 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**

Provider 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:

#### **1. Extent of Disposition**

Disposition is partial. The categories of data to be disposed of are set forth below or are found in

an attachment to this Directive:

[Insert categories of data here]

Disposition is Complete. Disposition extends to all categories of data.

#### **2. Nature of disposition**

Disposition shall be by destruction or deletion of data.

Disposition shall be by a transfer of data. The data shall be transferred to the following site  
as follows:

[Insert or attach special instructions]

#### **3. Schedule of Disposition**

Data shall be disposed of by the following date:

As soon as commercially  
practicable. By

#### **4. Signature**

Authorized Representative of LEA

Date

#### **5. Verification of Disposition of Data**

Authorized Representative of Company

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

("Originating LEA") which is dated \_\_\_\_\_, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("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 Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing 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 listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

### 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 for the term of the DPA between the

and the Provider. **\*\*PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. \*\***

### LEA:

BY:

Date:

Printed Name:

Title/Position:

SCHOOL DISTRICT NAME:

DESIGNATED REPRESENTATIVE OF LEA:

Name:

Title:

Address:

Telephone Number:

Email:



## EXHIBIT "F" DATA SECURITY REQUIREMENTS

### Adequate Cybersecurity Frameworks

2/24/2020

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles\* ("Cybersecurity Frameworks") that may be utilized by Provider.

#### Cybersecurity Frameworks

	<b>MAINTAINING ORGANIZATION/GROUP</b>	<b>FRAMEWORK(S)</b>
<input type="checkbox"/>	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
<input type="checkbox"/>	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
<input type="checkbox"/>	International Standards Organization	Information technology - Security techniques - Information security management systems (ISO 27000 series)
<input type="checkbox"/>	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
<input type="checkbox"/>	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)

	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)
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Please visit [http:// www.eds pex.org](http://www.eds.pex.org) for further details about the noted frameworks.

\*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

**EXHIBIT "G" Supplemental SDPC State Terms for California****Version 1.0**

This Amendment for SDPC State Terms for California ("**Amendment**") is entered into on the date of full execution (the "**Effective Date**") and is incorporated into and made a part of the Student Data Privacy Agreement ("**DPA**") by and between: Education Technology Joint Powers Authority, located at 5050 Barranca Parkway, Irvine, CA 92604 (the "**Local Education Agency**" or "**LEA**") and

, located at

(the "**Provider**").

All capitalized terms not otherwise defined herein shall have the meaning set forth in the DPA.

**WHEREAS**, the Provider is providing educational or digital services to LEA, which services include: (a) cloud-based services for the digital storage, management, and retrieval of pupil records; and/or (b) digital educational software that authorizes Provider to access, store, and use pupil records; and

**WHEREAS**, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("**FERPA**") at 20 U.S.C. § 1232g (34 C.F.R. Part 99); the Protection of Pupil Rights Amendment ("**PPRA**") at 20 U.S.C. § 1232h; and the Children's Online Privacy Protection Act ("**COPPA**") at 15 U.S.C. § 6501-6506 (16 C.F.R. Part 312), accordingly, the Provider and LEA have executed the DPA, which establishes their respective obligations and duties in order to comply with such applicable laws; and

**WHEREAS**, the Provider will provide the services to LEA within the State of California and the Parties recognizes the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable California laws and regulations, such as the Student Online Personal Information Protection Act ("**SOPIPA**") at California Bus. & Prof. Code § 22584; California Assembly Bill 1584 ("**AB 1584**") at California Education Code section 49073.1; and other applicable state privacy laws and regulations; and

**WHEREAS**, the Provider and LEA desire to enter into this Amendment for the purpose of clarifying their respective obligations and duties in order to comply with applicable California state laws and regulations.

**NOW, THEREFORE**, for good and valuable consideration, LEA and Provider agree as follows:

**Term.** The term of this Amendment shall expire on the same date as the DPA, unless otherwise terminated by the Parties.

**Modification to Article IV, Section 7 of the DPA.** Article IV, Section 7 of the DPA (Advertising Limitations) is amended by deleting the stricken text as follows:

Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); ~~or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new~~



~~education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.~~

IN WITNESS WHEREOF, LEA and Provider execute this Amendment as of the Effective Date.

**LEA: Education Technology Joint Powers Authority**

By:

Date:

Printed Name: Brianne Ford

Title/Position: President

**PROVIDER:**

By:

Date:

Printed Name:

Title/Position:

## 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 Vendor's 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 supplemental criteria our members may use to determine the products and services that best meet 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 applicable 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 a Web Design and Hosting Solution Platform and related services for K-12 education and similar 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. Please note, for the purposes of this RFP, a subcontractor may include a third-party hosting service or cloud infrastructure provider (e.g., AWS, Azure). 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.	
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	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 Solution is in operational use, actively supported by Vendor in at least five (5) K-12, postsecondary education, or government organizations. **			

Provide customer references for at least five (5) K-12, postsecondary education, 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.

Reference #1	
Organization/Customer Name	
Name, Title & Contact information for company contact	
Organization/Customer Size - Number of employees/students/licenses	
Implementation length - from contract execution to full implementation	
Installation Date	
Description of System *include number of locations	
Vendor Project manager	

Reference #2	
Organization/Customer Name	
Name, Title & Contact information for company contact	

Organization/Customer Size - Number of employees/students/licenses	
Implementation length - from contract execution to full implementation	
Installation Date	
Description of System *include number of locations	
Vendor Project manager	

<b>Reference #3</b>	
Organization/Customer Name	
Name, Title & Contact information for company contact	
Organization/Customer Size - Number of employees/students/licenses	
Implementation length - from contract execution to full implementation	
Installation Date	
Description of System *include number of locations	
Vendor Project manager	

<b>Reference #4</b>	
Organization/Customer Name	
Name, Title & Contact information for company contact	
Organization/Customer Size - Number of employees/students/licenses	

Implementation length - from contract execution to full implementation	
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 - from contract execution to full implementation	
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. 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 Solution can transfer student and personnel data from the Participating Associate Members' system(s) to the new Solution. 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 or assumptions related to the Participating Associate Members' infrastructure or work environment that must be in place prior to implementation.

1.12.8 \*\* Provide a general project plan that includes implementation of the proposed Solution. Include a general outline of essential tasks/milestones and the estimated timeline for a typical 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 \*\* Discuss and describe the proposed project communication workflow between Participating Associate Member and Vendor from the initiation of the project through implementation, closeout, and transition to maintenance/ongoing support. \*\*

1.12.11 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.

1.12.12 \*\* 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. \*\*

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

1.12.14 \*\* Vendor confirms that should the awarded Vendor be a new vendor, the Vendor shall coordinate with the previous vendor for implementation of the new Solution. Describe Vendor approach and services supporting customer transitions from incumbent web design and hosting solution to ensure minimal interruption. \*\*

1.12.15 Describe Vendor's capabilities and implementation approach to migrating design elements, data, formatting, text, photos, metadata and other content from Participating Associate Member's previous website solution to the Vendor's proposed solution.

### 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. \*\*



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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.

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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.

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

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1.13.7 Describe available webinars and online training.

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#### 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 7am to 4pm (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 Members. 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.

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

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

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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.

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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.

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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.

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

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## 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”), or the feature can be custom developed as desired (“C”). 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. If the feature can be custom developed Vendors must provide clear pricing in Appendix C:Pricing (hourly, flat rate based on scope of work, etc).

Vendors may respond and be awarded to one or more features (for example, a vendor that offers only Developer and not Hosting may respond only to the Developer section and be awarded for that section only). Please indicate below which System features 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.

**Requirements have been divided into “Developer” and “Hosting”. If Vendor plans to respond to only one section Vendor is only required to respond to sections pertaining to that feature (ie: a Web Hosting company would respond to items denoted “Hosting” and “Developer and Hosting”).**

Feature	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)
Developer				
Hosting				

### 2.1 Developer and Hosting - General

	Yes	No	P	C	Comments
2.1.1** Confirm that the Solution 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 (VMWare, Hyper V).					
2.1.4** Specify whether the Solution is web/cloud-hosted or on-premise. **					
2.1.4.1 If the Solution is on-premise, specify all hardware required to support the system.					
2.1.4.2 If the Solution is web/cloud-hosted, describe what measures have been taken to ensure resiliency/high availability.					
2.1.5** Describe any browser or application requirements including: supported browsers and minimum versions for accessing content and for website editors, dependencies on Flash or other third-party software. Please note any browser specific limitations to the functionality provided by the Solution. **					
2.1.6** Provide details regarding Vendor needs and expectations for remote access to systems and open ports required for communication and data exchange between system components. **					

2.1.7 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.

2.1.8 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 Hosting - Performance and Reliability

	Yes	No	P	C	Comments
2.2.1 Confirm the hosting platform has server redundancy in the event of an outage.					

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

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

2.2.4\*\* State uptime for the Solution 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 and uptime service level agreement.\*\*

2.2.5\*\* 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.\*\*

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

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2.2.7 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.

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2.2.8 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.

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

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## 2.3 Developer and Hosting - Upgrades and Maintenance

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

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2.3.2 Clarify whether Vendor will host dedicated, separate production, development and test/preview environments for Participating Associate Members under this agreement. Participating Associate Members may request a testing database that is refreshed regularly from the production site, where new releases can be previewed and modifications tested prior to application to production.

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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.

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## 2.4 Developer - 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. \*\*

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

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2.4.3 To the extent that the proposed Solution leverages student, staff or other data systems, please describe available integrations. Provide a list of all Student Information Systems ("SIS"), Personnel/Human Resources, and Notification Systems that Vendor's proposed solution is currently integrated with (Examples: Aeries, Powerschool, Infinite Campus, Schoolloop, SchoolMessenger/Intrado, Blackboard, ParentSquare). For each, please provide a brief description of the level of integration and how frequently the Solution can pull/refresh data from these data sources. For systems that rely on data FROM the web design and/or hosting solutions, specify any limitations on the number, frequency or scope of scheduled extracts that Participating Associate Member agencies can create and use.

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

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

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

## 2.5 Developer and Hosting - Security

	Yes	No	P	C	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 Solution prevents users from accessing information on students that they are not directly involved with. If the Solution 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 Solution 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 Solution 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 Solution 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 Solution 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 sSolution 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 Standard Student Data Privacy Agreement CA-NDPA (CA-NDPA) (included in Appendix E of this RFP). **					

<p>2.5.11 Indicate if the Solution can be integrated with platforms for authenticated user permission assignment.</p> <p>a.) Specify which platforms the Solution can be integrated with (such as Active Directory or G-Suite).</p> <p>b.) Describe how the Solution can assign permissions based on directory system information (e.g., leveraging group memberships to determine editing rights or page visibility for users).</p>
<p>a.)</p> <p>b.)</p>

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

## **2.6 Developer and Hosting - Additional Technical Requirements**

2.6.1 Provide general configuration guidelines reflecting best practices, and confirm that specific guidelines will be provided to each Participating Associate Member when determining an implementation plan.

## Part 3 Functionality and Usability

This section should include an in-depth description of the Web Design and Hosting Solution and ancillary services. This section of the RFP was divided into subsections reflecting the diverse needs of Ed Tech JPA's broad membership. The sections represent typical sets of features requested by some or all of the Ed Tech JPA Members. Some Ed Tech JPA members may leverage this RFP only to support a public facing website. Others may be seeking a full communications platform including public agency/school websites, intranet, learning management system and notification system platform.

Vendors may respond and be awarded to one or more subsection/set of requirements within this RFPs. Examples:

- A Vendor offering a suite of solutions for public website design and hosting, teacher/course websites, and stakeholder communications may respond to all sections 3.1-3.10 in this RFP.
- A Vendor offering only website design consultation services may respond only to sections 3.1 Developer - Accessibility and 3.2 Developer - Design and Layout and choose not to respond to the remaining sections.
- A Vendor only offering hosting services for client-designed and client-built websites may choose to only respond to sections 3.6-3.8.
- A Vendor offering a complete public website solution that does not include learning management and notification system features may respond to sections 3.1-3.8.

Please indicate below which System features 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.

Feature	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)
3.1 Developer - Accessibility				
3.2 Developer - Design and Layout				
3.3 Developer - Content Management				

System Elements				
3.4 Developer - User Management				
3.5 Developer - Reporting Features				
3.6 Hosting - General				
3.7 Hosting - Management Features				
3.8 Hosting - Reporting				
3.9 Learning Management System				
3.10 Notification/Communications System				

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”), or the feature can be custom developed as desired (“C”). 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. If proposed features can be custom developed Vendors must provide clear pricing in Appendix C:Pricing (hourly, flat rate, etc).

For any feature not included as part of the base Solution, but offered as an additional feature with an additional cost, make a note in Proposal and include the cost in Appendix C.

### 3.1 Developer - Accessibility

	Yes	No	P	C	Comments
3.1.1 **Confirm that the Solution adheres to the most recent requirements related to accessibility (including, but not limited to the 12 success criteria of the Web Content Accessibility Guidelines (WCAG) and Section					

508 of the Rehabilitation Act of 1973) making web content as accessible as possible to all types of users.**					
3.1.2 Confirm the Solution's ability to translate website content to multiple languages.					
3.1.3 Confirm the Solution has an automated accessibility audit/review tool.					

3.1.4 **Describe how the Solution meets the most recent requirements related to accessibility, including what features are offered and the functionality. Expand the table below as needed to respond.**	
<b>Feature</b>	<b>Functionality</b>

3.1.5 **Describe the accessibility standards/guidelines the Solution adheres to and to what level it complies.**

3.1.6 Describe tools available in the Solution to support automated review of websites against accessibility standards. Clearly define tools available in the base product, tools available for additional cost and tools that are provided by a third-party or vendor partner.

3.1.7 Provide examples or screenshots of reports or features in the Solution to help website editors identify and remediate accessibility issues.

3.1.8 Describe the proposed Solution's capabilities and process related to translation of web content into multiple languages. Be specific about the following: a.) How can end-users of the website access translated content? b.) To what extent is translation automated?
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- c.) To what extent can web site administrators edit translations (e.g., correct/modify automated translations)?
- d.) What content-type limitations exist for automated translation (e.g., alt text for images, PDFs, etc.)?
- e.) Does the system rely on third-party services for translation? If so, which tools are used?
- f.) How does the proposed Solution address reported issues with translation? For example, can a web administrator or end-user report an inaccurate translation? How are reported inaccuracies addressed?

- a.)
- b.)
- c.)
- d.)
- e.)
- f.)

3.1.9 What standard languages are provided by the Solution for translation?

3.1.10 Describe the process to obtain additional languages for the Solution to translate website content to.

### 3.2 Developer - Design and Layout

	Yes	No	P	C	Comments
3.2.1 **Confirm that the Solution offers intuitive navigation with minimal training needed. **					
3.2.2 **Confirm that the Solution offers efficient navigation with minimal clicking required to complete key tasks. **					
3.2.3 **Confirm the Solution is device agnostic, uses modern responsive design principles and is optimized to work on all major platforms including, but not limited to, Windows, Google, and iOS. **					

3.2.4 Confirm that the Solution is customizable to reflect sites and subsites with different brands (ie: district logo/brand, and/or school site logos/brands).					
3.2.5 Confirm the Solution includes flexibility for website administrators to create new page design templates, content types, and web tools.					

3.2.6\*\* Describe how the Solution addresses responsive design for mobile users, including, if applicable, mobile-first optimization.\*\*

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3.2.7\*\* Describe how Vendor would engage with Participating Associate Members to develop the overall website design, including branding, layout and content architecture for a new implementation.\*\*

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3.2.8\*\* Describe how Vendor engages with existing customers to periodically update/modernize website designs and incorporate new features. Be specific about what services are included in annual support costs and what redesign, update or website refresh services would require additional payment (be sure to list all costs in Appendix C).\*\*

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3.2.9\*\* Describe any limitations of the Solution related to different devices (tablets, smartphones, desktop) and technology platforms (Android, Windows, and iOS). Please include limitations that apply to web site visitors as well as content editors.\*\*

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3.2.10 Does the Solution allow for custom development (Custom) or is it primarily a predefined, out-of-the-box solution (Predefined)? Examples of customization could be: substantial, structural modifications to available templates, custom design capabilities, and access to design, create and implement custom content components or web parts.

☐ Custom    ☐ Predefined    ☐ Both Custom and Predefined Elements



3.2.11 If the Solution is Custom, confirm that Participating Associate Members have the ability to customize templates and to what extent. Describe the process to customize.

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3.2.12 If the Solution is Custom, please describe the process for feature changes and/or requests.

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3.2.13 If the Solution is Predefined, describe what elements/features can be configured and to what degree.

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3.2.14 Describe the process to build new types of content, views, and/or templates.

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3.2.15 Describe how Vendor supports requests for customization or additional functionality outside of the scope of a standard implementation.

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3.2.16 Describe if and how client customizations may affect maintenance costs, support availability, and upgrade paths/availability of new product versions and feature sets (include all costs in Appendix C).

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3.2.17 Provide any additional information as needed to demonstrate the Vendor's approach to custom website design vs. standardized/pre-defined templates and content elements. Please note: Ed Tech JPA Members have diverse needs and may prefer different approaches to website development. Ed Tech JPA does not have a preference relative to template-driven website tools and/or custom-designed solutions.

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### 3.3 Developer - Content Management System Elements

	Yes	No	P	C	Comments
3.3.1 **Confirm that the Solution includes a rich text editor that allows any content (text, image, videos, tables, charts, hyperlinks, etc.) to be easily added, modified, deleted, copied, pasted, and formatted with or without HTML code for easy editing.**					
3.3.2 Confirm that the Solution includes a spell check and/or grammar check within the rich text editor.					
3.3.3 Confirm that the Solution allows for users to access/edit source code within a rich text editor					
3.3.4 Confirm that the Solution includes the ability to add sidebar items to content, such as background images with content overlay, quicklinks, CTA's, and contact information.					

### Content Types

	Yes	No	P	C	Comments
3.3.5 **Confirm that the Solution includes templates to create landing/home pages**					
3.3.6 Confirm that the Solution includes templates to create general pages					
3.3.7 Confirm that the Solution includes standard templates for news and press releases and ways to view current and past content.					
3.3.8 Confirm that the Solution includes standard templates for events and ways to view current, past and future content.					
3.3.9 Confirm that the Solution includes standard templates for managing Photo Galleries.					
3.3.10 Confirm that the Solution includes standard templates for creating advisories/alerts/notifications					

3.3.11 Confirm that the Solution includes ability to create custom pages outside the bound/constraints of existing templates.					
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3.3.12 Describe how users can create landing pages that are not bound to constraints of a template.

3.3.13 List available content types provided in the Solution.

### Calendaring

	Yes	No	P	C	Comments
3.3.14 **Confirm that the Solution allows for the creation and customization of calendars associated with events and event types.**					
3.3.15 Confirm that the Solution allows for the creation of sub-calendars associated with specific categories or schools.					
3.3.16 Confirm that the Solution allows for the creation of multiple calendar-views for both public and private view.					
3.3.17 Confirm that the Solution integrates with Google Calendar, Microsoft Outlook or other calendar systems.					

### Embedding

	Yes	No	P	C	Comments
3.3.18 **Confirm that the Solution has the ability to embed Media (videos, photos, documents, etc.).**					
3.3.19 Confirm that the Solution has the ability to embed files outside of the platform including but not					

limited to Google Suite, Microsoft OneDrive, DropBox, etc.					
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3.3.20 Describe how to embed videos that have been uploaded to a video hosting site (e.g. YouTube, Vimeo, etc.).

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### Search and Navigation

	Yes	No	P	C	Comments
3.3.21 **Confirm that the Solution includes a powerful search capability that easily guides users to relevant pages, including an auto suggest feature for keyword searches.**					
3.3.22 Confirm that the Solution offers Search Engine Optimization techniques (such as content tagging) and strategies to improve the search ranking.					
3.3.23 Confirm that the Solution has the ability to promote specific content to the top of search results.					
3.3.24 Confirm that users can customize the search results form.					
3.3.25 Confirm that the Solution supports anchor links to allow users to navigate to a specific location on a page.					

3.3.26 \*\*Describe the functionality of the search capability (ability to search by titles, keywords/tags, etc). Include information on the Solution's ability to search web content, alt text and captions, and within posted files (PDFs, Word Documents).\*\*

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3.3.27 Describe options available to website administrators to optimize search results including criteria that can be used to prioritize search results.

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3.3.28 Describe features available to help website administrators review recent search results, including high-frequency searches and their results, searches that yielded no or limited results, top-clicked search results, and searches where the end-user did not click through to any of the presented search results.

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### File Management

	Yes	No	P	C	Comments
3.3.29 **Confirm that the Solution includes a file manager within the Solution**					
3.3.30 Confirm that the Solution has the ability to upload documents in bulk.					
3.3.31 Confirm that the Solution allows multiple images to be bulk uploaded with the option to automatically size and resize images and thumbnails.					

3.3.32 Describe any file size limitation(s) when uploading photos, videos and other media.

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3.3.33 List what document and media formats/types can be uploaded to the Solution.

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3.3.34 Describe any required storage limitation(s) for photos, videos, and pages, including archived content.

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3.3.35 Describe the Solution's ability to allow administrative users to expand, limit, or restrict acceptable file types and acceptable file sizes.

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### Content Scheduling

	Yes	No	P	C	Comments
3.3.36 Confirm that the Solution allows users to control content publishing dates and expirations.					

3.3.37 Describe the Solution's capabilities related to schedule content publication and suppression/expiration. Be specific as to what types of content can be scheduled for future publication and/or expired/suppressed at a future date.

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3.3.38 Describe notifications that can be triggered to confirm content publication on the scheduled date and/or reminder of content expiration on the expiration date.

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### Feeds & Integration

	Yes	No	P	C	Comments
3.3.39 Confirm that the Solution has the ability to integrate with third party providers (For example: Canvas, School Messenger, Vimeo, YouTube, Kaltura, Sharepoint, etc.).					
3.3.40 Confirm that the Solution has the ability to utilize and integrate with social media tools (Twitter, Facebook, Instagram, YouTube, etc.).					
3.3.41 Confirm that the Solution has the ability to ensure social media feeds meet the same accessibility standards as the website.					

3.3.42 List social media tools that the Solution has the capability of integrating with. Identify any limitations to the number and types of feeds that can be integrated within the platform (e.g., if a school principal has both an individual and an official school account for a specific platform and would like both feeds to appear/aggregate on the school website).

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3.3.43 List which platforms/sites the Solution allows videos to be uploaded to (e.g. YouTube, Vimeo).

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#### Versioning, Drafting, Archiving, Restoration

	Yes	No	P	C	Comments
3.3.44 **Confirm that the Solution has the ability to track content history, maintain and view/restore previous versions of web pages and content.**					
3.3.45 Confirm that the Solution allows pages to be previewed prior to publishing.					
3.3.46 Confirm that an archiving option is available and easily accessible.					
3.3.47 Confirm that the Solution allows administrative users to recover deleted content.					
3.3.48 Confirm that the Solution supports content moderation and/or an integrated approval process for publishing web site revisions.					

3.3.49 \*\*Describe the process for an administrative user to view and restore a previous version of a webpage.\*\*

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3.3.50 Describe the process for an administrative user to categorize and tag content.

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3.3.51 Describe any constraints (time, etc.) for administrative users to recover deleted content.

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3.3.52 Describe any limitations (time, file sizes, etc.) for the Solution to track and make content history available.

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3.3.53 Describe the process for a user to archive content.

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3.3.54 Describe the process for a user to access the archive.

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3.3.55 Describe the ability for web site editors to create a draft page/content revision and preview the changes before applying to the live website.

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3.3.56 Describe the Solution's ability to support content moderation and/or approval workflow for new and revised website content.

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3.3.57 Include screenshots showing how draft content can be saved, previewed, submitted for review, approved and published.

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### Views Manipulation

3.3.58 \*\*Confirm that the Solution has the ability to display the various content types by certain filter/sort parameters (e.g. archives, recent articles, upcoming events, etc...)\*\*

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### Intranet Functionality

	Yes	No	P	C	Comments
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3.3.59 Confirm that content (pages and files) can be made private, except to logged in users with the proper permission levels.					
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3.3.60 Describe the process to make content private except to logged in users with the proper permission levels.

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3.3.61 Describe how user roles are established and maintained by the Solution. If the Solution can leverage existing groups/roles defined in directory systems, or use rules-based criteria (e.g., user work location) from imported data, describe those capabilities here.

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3.3.62 Describe how the intranet and intranet features interact with the public-facing web site/web content. For example, is the intranet treated as a separate environment, or secured pages/content within the primary website. Be specific as to whether additional charges apply to incorporate intranet features (be sure to include all costs in Appendix C).

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3.3.63 Explain how granular intranet permissions can be applied.

- a.) Define whether content must be secured at a page level or whether permission to view/edit specific content within the page is available.
- b.) Clarify whether row-level or field level permissions can be applied. For example, if an employee directory is provided, can cell phone numbers be restricted to administrators or access to individuals within the directory be defined by the user's work location?

- a.)
- b.)

3.3.64 Describe the extent to which intranet content can be personalized for the user.

- a.) Confirm whether content can be targeted to users based on attributes such as their work location, job classification or group membership/affiliation.
- b.) Confirm whether users can customize their own experience (e.g., users are allowed to pin favorites to an intranet home page).

- a.)  
b.)

3.3.65 Describe features available to support two-way communication, including forms, chat features or other options to engage employees and website visitors.

### Syndication

	Yes	No	P	C	Comments
3.3.66** Confirm that the Solution provides the capability to push an alert (banner, pop up message or other tool) from the Participating Associate Member's main website to school, department or program subsites.**					
3.3.67 Confirm that the Solution provides the capability to push content such as news articles and events from Participating Associate Member's main website to <i>individual</i> school sites or all sites.					

3.3.68 Describe the capability to push advisories (Color-coded Alerts, Articles, Calendar items, etc.) from Participating Associate Member/District level to individual school sites or all sites, and/or push advisories to individual sites or all sites, and identify regions where Participating Associate Members can display them.

### Other Features

	Yes	No	P	C	Comments
3.3.69 Confirm that the Solution provides a method for users to request ratings and collect user input via a web form.					
3.3.70 Confirm that the Solution provides a method to display a series of images/videos and rotate via preferences (slideshow/carousel).					

3.3.71 Confirm that the Solution provides a method to display a piece of content's relative path using a feature such as breadcrumbs.					
3.3.72 Confirm that the Solution provides a method to edit a multi line footer					
3.3.73 Confirm that the Solution provides a method to scale functionality by adding in features in the future					
3.3.74 Confirm that the platform's database and reports can be accessed through a secure FTP (SFTP).					
3.3.75 Confirm that the Solution allows for custom CSS (full access to style sheets).					
3.3.76 Confirm that the Solution allows for custom javascript.					
3.3.77 Confirm that the Solution allows for basic photo sizing and cropping within the website editing tool.					

3.3.78 Describe what mapping software the Solution integrates with (For example: Google Maps, etc.), and functionalities of the integration.

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3.3.79 Describe any limitations of the Solution in integrating with third party providers.

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3.3.80 Describe the process for editors and users to subscribe to content.

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3.3.81 Describe the process for email notifications to be sent out to users referencing content they have subscribed to (automated reminders, reminders sent from administrative users, etc.).

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3.3.82 Describe any integration of popular website analytics tools allowed by the Solution.

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3.3.83 Please describe any 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.

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### 3.4 Developer - User Management

	Yes	No	P	C	Comments
3.4.1 <b>**Confirm that the Solution has the ability to add users with different permission levels.**</b>					
3.4.2 Confirm that the Solution can leverage authentication services Participating Associate Members use (e.g. SAML or Active Directory).					

3.4.3 **\*\*Describe the process to assign roles and permissions using the platform's users and groups.\*\***

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3.4.4 **\*\*Describe different roles and permission levels available for each role.\*\***

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3.4.5 Describe which user directory(ies) authentication services the platform integrates with.

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### 3.5 Developer - Reporting Features

	Yes	No	P	C	Comments
3.5.1 **Confirm that the Solution can generate reports that count total pages, content views, clicks, browsers used, stale content, and broken links.**					
3.5.2 Confirm that the Solution provides a detailed log of all website content activity including reports on document ages and storage usage across the entire web collection.					
3.5.3 Confirm that the Solution provides Participating Associate Members access to all of the platform statistics data, which can be exported into a CSV format, including event log data (ie login times and actions performed).					

3.5.4 \*\*Describe readily available reports that are standard within the Solution, and provide sample reports.\*\*

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3.5.5 Describe the recommended approach to provide read-only access to all data to enable custom extracts, reports and interfaces.

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### 3.6 Hosting - General

	Yes	No	P	C	Comments
3.6.1 Confirm that Proposed Solution will be hosted by the Vendor (or designated subcontractor).					
3.6.2 **Confirm that Solution servers are regularly maintained.**					
3.6.3 **Confirm that Solution server maintenance records are documented and communicated with Vendor's customers.**					

3.6.4 **Confirm that Vendor shall provide regular backups and maintain a complete and current copy of the website at all times.**					
3.6.5 **Confirm that Vendor shall monitor the website and notify Participating Associate Members of any known security breaches or risks.**					
3.6.6 **Confirm the Solution's servers are secure and up-to-date with industry best practice security measures.**					

3.6.7 Describe the Solution's bandwidth requirements.

3.6.8 **Describe backup/failover plans to avoid a loss of data, including how often the Solution automatically creates a backup.**

3.6.9 **Describe the process to restore data (backups) in the event of a failure.**

3.6.10 Describe the Solution's server maintenance (frequency, etc).

3.6.11 **Describe the server upsizing process (including communication, procedures, hardware and software costs, storage size, timeline - be sure to include all costs in Appendix C).**

3.6.12 **Describe notification procedures related to downtime. (When contacted, after how long) .**

3.6.13 \*\*Describe Vendor's approach to performance monitoring and remediation of performance issues. Please delineate Participating Associate Member and Vendor responsibility for determining performance benchmarks and initiating any adjustments needed to address performance issues. \*\*

3.6.14 \*\*Clarify how the Vendor approaches sizing and performance for peak utilization (e.g. high website traffic due to an unusual event such as a fire, earthquake or school closure) and for typical use. Be specific as to if and when overage charges apply for sizing/infrastructure adjustments needed to maintain availability of the site. \*\*

### 3.7 Hosting - Management Features

	Yes	No	P	C	Comments
3.7.1 **Confirm that the hosting Solution has roles and permissions that can be managed with users and groups.**					
3.7.2 **Confirm that the Solution has the ability to add users with different permission levels.**					

3.7.3 \*\*Describe the process to assign roles and permissions with users and groups.\*\*

3.7.4 \*\*Describe different roles and permission levels available for each role.\*\*

3.7.5 Describe how each role interacts with the Solution.

### 3.8 Hosting - Reporting

3.8.1 \*\*Describe reporting available for current and historical server metrics (including site uptime, storage, CPU, memory usage, etc.).\*\*

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3.8.2 \*\*Describe readily available reports that are standard within the Solution, and provide sample reports.\*\*

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3.8.3 Describe what automated reports are available in the Solution, and the process to create automated reports.

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3.8.4 Describe the recommended approach to provide read-only access to all data to enable custom extracts, reports and interfaces.

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3.8.5 Describe limitations in hosting (product limitations, size limitations, etc).

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3.8.6 Provide an overview of the core gradebook features.

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3.8.7 Describe any reporting 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 (be sure to include all costs in Appendix C).

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### 3.9 Learning Management System

	Yes	No	P	C	Comments
3.9.1** Confirm that the Solution offers a Learning Management System that integrates with the website tool to minimally provide secure, teacher- or course-level websites.**					
3.9.2** Confirm that the Solution provides for courses to easily be merged and edited as needed by the user, including, but not limited to, from year-to-year and semester-to-semester (e.g., a single website for multiple sections of the same course or a shared grade level website) .**					
3.9.3** Confirm that the Solution provides a tool for teachers to communicate directly with students, parents and other teachers.**					
3.9.4** Confirm that teachers with multiple courses or sections can create content (e.g., an announcement) and simultaneously post to multiple sections.**					
3.9.5** Confirm that the Solution provides an assignment drop-box feature where teachers and students can share, upload, and download files in one clear location with connectivity to a gradebook or grading tools. **					
3.9.6 Confirm that the Solution has the capability for flexible grouping, including the ability to create custom groups of students and teachers.					
3.9.7** Confirm that the Solution supports online student assessment, including a variety of item types.**					
3.9.8 Confirm that the Solution provides a tool for quiz creation which includes easy sharing and grading or integration into the personal gradebook of the teacher and/or Participating Associate Member Student Information System ("SIS").					

3.9.9 Confirm that the Solution is capable of importing and exporting Participating Associate Member created items and assessments, including specific questions, responses, all formatting, and any adaptive assessment plan and item pools to a machine readable format.					
3.9.10** Confirm that the Solution allows for the course template to be recycled from year to year and shared between teachers and schools. **					
3.9.11** Confirm that the Solution supports automated creation of rosters and/or communication of access to course sites through a SIS. **					
3.9.12 Confirm that the Solution allows teachers to target content to a specific audience (e.g., student group).					
3.9.13 Confirm that the Solution provides an integrated gradebook.					
3.9.14 Confirm that submitted assignments and other graded activities are automatically incorporated in the gradebook.					

3.9.15\*\* Provide a general overview of the Learning Management System. \*\*

3.9.16\*\* Describe how the Learning Management System integrates with the public website and what enhanced integrations or dependencies (if any) exist between the public website and LMS web pages. \*\*

3.9.17 Describe the process for creating custom student groups (for collaborative projects), and any features in the system that support group, project-based work.

3.9.18 Describe the process by which sharing, grading, and integration into the personal gradebook of the teacher/Participating Associate Member SIS is accomplished.

3.9.19\*\* Provide an overview of how courses are created and rostered in the Solution.\*\*

3.9.20\*\* Describe features in the Solution designed to support teachers in efficiently scheduling and posting announcements and assignments across multiple courses. \*\*

3.9.21\*\* Describe tools available to help teachers reuse content from an existing course (e.g., teaching the same courses in a subsequent year). \*\*

3.9.22 Provide an overview of the core gradebook features.

3.9.23 Please describe any functionality available as part of the core/proposed Solution not already described above or as an optional solution that is available for purchase at an additional cost to the Participating Associate Member (be sure to include all costs in Appendix C).

3.9.24 Please provide a brief description of planned future development and roadmap timeline that may be beneficial to Participating Associate Members.

### 3.10 Notification/Communication System

	Yes	No	P	C	Comments
3.10.1** Confirm that the Solution offers an integrated notification system for the purposes of pushing essential information to staff, students, and families via email, text, phone call and/or mobile application ("Notification System").					
3.10.2** Confirm the Notification System allows school-wide messages to be sent to students and families via email, text or phone call.**					
3.10.3 Confirm the Notification System enables teachers to directly message students and parents of students enrolled in their courses.					
3.10.4 Confirm the Notification System offers capabilities for community members to subscribe to notifications for a particular school or area of interest.					
3.10.5 Confirm the Notification System supports two-way communication between families and schools staff.					
3.10.6 Confirm the Notification System offers a mobile app to support communications with families.					

3.10.7\*\* Provide a general overview of the Notification System, including its core features and points of integration with the website solution.\*\*

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3.10.8\*\* Describe the pricing model for the Notification System. Specifically, clarify whether the system is included in the base price for the website tool or provided at additional cost. \*\*

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3.10.9\*\* Describe the capabilities of the Notification System to target messages to specific audiences, including creating dynamic distribution lists based on user attributes and/or uploading static contact lists.\*\*

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3.10.10 Describe the capabilities of the Notification System to target messages to specific audiences, including creating dynamic distribution lists based on user attributes and/or uploading static contact lists.

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3.10.11 Describe the capabilities of the Notification System to personalize messages to families based on database fields (e.g., incorporate student ID or teacher name into an email).

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3.10.12 Describe features available in the Notification System to support efficient and reliable delivery of emergency messages when local infrastructure may be impacted.

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3.10.13 Describe how the Notification System works with source databases (student system, personnel system, and directory/user account systems) to integrate contact information and attributes for use in message targeting or composition.

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3.10.14 Describe how the families can keep contact information updated and set preferences for message delivery.

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3.10.15 Describe features available to help system administrators and school office staff identify issues with message delivery, outdated contact information and resolve issues with contacts that have opted out of notifications.

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3.10.16 Please describe any functionality available as part of the core/proposed Solution not already described above or as an optional solution that is available for purchase at an

additional cost to the Participating Associate Member (be sure to include all costs in Appendix C).

3.10.17 Please provide a brief description of planned future development and roadmap timeline that may be beneficial to Participating Associate Members.

## 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 Solution be down or performance degraded to render the Solution 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 Solution and all pricing quoted includes all activities necessary for a complete, turn-key system.**			
4.4 **Confirm that the maintenance and licensing fee shall not begin until the Solution has been tested and accepted by the Participating Associate Member.			

4.5\*\* 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. \*\*

4.6\*\* 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. \*\*

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

4.8 Describe how growth (e.g., increases to student enrollment, usage, storage or additional websites) and site changes will impact the price.

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

4.10\*\* 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 \*\*\*