

**Request for Proposal No. 065.19.B5**

**For**

**Adaptive Elementary Mathematics Software Solution**

Date	Event
RFP Advertised	May 1, 2019
Last Date For Questions	May 9, 2019 COB
RFP Due	May 15, 2019, 2:00 p.m.
RFP Evaluation Complete	May 24, 2019
Board Approval	June 13, 2019

## **Introduction and Background**

The Howard County Public School System (HCPSS) has issued this Request for Proposals (RFP) to solicit submittals from qualified firms to provide an Adaptive Elementary Mathematics Software Solution.

Howard County, Maryland is a suburban community of over 317,233 situated midway along the Baltimore-Washington corridor. It is a county of contrasts - a blend of old and new, urban and rural, historical and progressive. The county's borders encompass Ellicott City, one of the country's oldest towns, and Columbia, a planned community conceived and designed 50 years ago by The Rouse Company. A great community deserves great schools, and HCPSS is a recognized source of local pride. HCPSS is a school system of 57,000 students in 77 elementary, middle, high, and special schools. The school system consistently ranks among Maryland's top school districts based on student performance on the Maryland School Assessments. Howard County students score above the national averages on standardized tests and over 85% of graduates continue their education beyond high school. Respondents to this solicitation are encouraged to review additional information about the school system at <http://www.hcpss.org/about-us/>.

### **HCPSS School System Tax Identification.**

Federal Tax Id:	52-6000968
Maryland Sales Tax:	30001219
Federal Excise Tax:	52-73-0257k

**Human Resources** - HCPSS employs approximately 8,000 full- and part-time regular employees in addition to a large number of temporary and seasonal employees. Approximately 400-500 employees (full-time and regular part-time) are hired each year with an average of 3,000 applications received. The Office of Human Resources is responsible for the recruitment and hiring of all staff in collaboration with other HCPSS offices.

Respondents to this solicitation are encouraged to review the data contained in HCPSS's website for a better understanding of HCPSS, its organization and management, and the services it provides. The website is <http://www.hcpss.org>.

## SECTION I. SOLICITATION INSTRUCTIONS

1. Issuing Office. The Issuing Office shall be the sole point of contact within HCPSS for purposes of the preparation and submittal of proposals in response to this solicitation.

Ted Ludicke Purchasing Office  
Howard County Public School System  
10910 Clarksville Pike  
Ellicott City, MD 21042  
Phone: (410) 313-5644  
Fax: (410) 313-6789  
Email: Ted\_Ludicke@hcpss.org  
<http://www.hcpss.org/about-us/purchasing/>

2. Questions and Inquiries. All questions and inquiries regarding this procurement shall be directed to the individual(s) referenced within the Issuing Office above. Questions shall be submitted in writing via email to [tludicke@hcpss.org](mailto:tludicke@hcpss.org). Inquiries will receive a written reply. Copies of replies will be sent to all other Offerors, but without identification of the inquirer. All such questions and inquiries shall be received by the date and time as listed on the Cover and the Solicitation Schedule of this RFP.
3. Pre-Proposal Conference. A Pre-Proposal Conference will not be held in conjunction with this RFP.
4. Proposal Closing Date/Due Date and Time
  - 4.1. Proposals are to be provided to the Issuing Office in accordance with the Solicitation Schedule. **Proposals are to be submitted on a USB flash drive or other external memory device in PDF format, sealed in a mail packet.** Hyperlinks to software products that indicate that the Proposal is posted by the Proposer on an electronic site may be rejected or considered non-responsive, i.e. a "Click-Through Agreement" required to be accepted by HCPSS in order to download the Technical Proposal. By providing the Technical Proposal in an electronic format to HCPSS, the Proposer grants HCPSS an unlimited right to generate additional electronic and/or paper copies for distribution solely for the purpose of evaluation and review.
  - 4.2. **LATE PROPOSALS CANNOT BE ACCEPTED.**
  - 4.3. Proposals will not be opened publicly. The identity of Offerors will not be disclosed prior to the Contract Award.
5. Acceptance of Terms and Conditions. By submitting a Proposal, an Offeror shall be deemed to have accepted the terms, conditions, and requirements set forth in this RFP. The RFP, including all addenda, shall be incorporated into the Contract by reference.
6. Contractual Agreement and Term. Any Contract arising from this RFP action shall commence on the date the Contract is executed on behalf of HCPSS, or such other date as HCPSS and the Contractor shall agree. The contract will terminate when HCPSS determines that the project is complete.
7. Withdrawal of Bids. Offers may be withdrawn by written, facsimile, or electronic notice if given prior to the RFP opening time and date. Verbal requests via phone are not acceptable. No offer shall be withdrawn after the scheduled closing time for opening bids.
8. Rejection or Acceptance of Proposals. HCPSS reserves the right to: (i) accept or reject any and all proposals, in whole or in part; (ii) to waive minor irregularities; and (iii) to negotiate in any manner necessary to best serve the interests of HCPSS. Further, HCPSS reserves the right to make a whole award, multiple awards, a partial award, or no award at all. Offerors judged by the Purchasing Office not to be responsible or Offerors whose Proposals are classified as not reasonably susceptible to being selected for award shall be so notified. HCPSS reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services.
9. Right to Amend, Modify or Withdraw. HCPSS reserves the right, in their sole discretion, to amend, or modify any provisions of this solicitation, or to withdraw this solicitation at any time prior to the award of a Contract. The decision of HCPSS shall be administratively final in this regard. Modifications of Technical Proposal.

Offerors may not modify, supplement, cure, or change proposals in any way after the due date and time unless specifically requested by HCPSS.

10. RFP Response Materials. All written materials submitted in response to this RFP become the property of HCPSS and may be appended to any formal documentation that would further define or expand the contractual relationship between HCPSS and the Contractor(s).
11. Duration of Offers. Proposals shall remain irrevocable for 120 days following the closing date of the Proposal due date. This period may be extended by mutual agreement between the Offeror and HCPSS.
12. Incurred Expenses. HCPSS is not responsible for any expenses that Offerors may incur in preparing and submitting Proposals or in making oral presentations of their Proposals, if required.
13. Confidentiality. Offerors should give specific attention to the identification of those portions of the Proposal that the Offeror deems to be confidential, proprietary information, or trade secrets and provide any justification why such materials, upon request, should not be disclosed by HCPSS under the Freedom of Information Act (FOIA). Offerors are advised that, upon request for this information from a third party, the Purchasing Office is required to make an independent determination as to whether the information may or may not be disclosed to the requesting party. That decision will take into consideration the Offeror's position regarding its Proposal. A blanket statement by an Offeror that its entire Proposal is confidential or proprietary will not be considered.
14. Multiple Proposals. Contractors may not submit more than one Proposal.
15. Alternate Solution Proposals. Contractors may submit an alternate to the Solution in this RFP.
16. Forms. This solicitation is designed for the Offeror to fill in responses where indicated. This entire solicitation document, along with any attachments indicated with the responses filled in, is to be submitted as the main part of the Offeror's proposal. The Offeror may adjust forms and insert space as needed for responses; however, the Offeror shall not alter any language provided by HCPSS in this solicitation; any such alterations will not be honored, and the Offeror will be bound by the language in the solicitation as published. Any changes to the solicitation language shall be explicitly requested.
17. Addenda Acknowledgment. Offerors shall acknowledge in writing the receipt of any and all addenda, amendments, and/or changes issued. Such acknowledgement shall be included in the Technical Proposal. It is the Offeror's sole responsibility to monitor the Purchasing web site prior to submitting their RFP for any addenda, amendments, and/or changes issued.
18. Signature. The enclosed form titled "SIGNATURE SHEET" shall be completed and submitted with Offeror's proposal. The Signature Sheet shall be signed by the person or persons legally authorized to sign contracts on behalf of the offering company.
19. Resolution of Disputes. Bid rejection for non-responsiveness and/or non-responsibility shall be made based on criteria established in the solicitation documents.
  - 19.1. Protests shall be filed in writing to the Purchasing Office prior to contract award by the Board of Education. Protests shall include the basis for the protest or appeal, complete in all respects, with relief sought, and whether the protester wishes to have a hearing with respect to the protest or appeal.
  - 19.2. Protests shall be addressed to Howard County Department of Education, 10910 Route 108, Ellicott City, MD 21042, Attn: Doug Pindell, Purchasing Officer, labeled "Protest". The written protest shall include as a minimum the following:
    - 19.2.1. Name and address of the protester
    - 19.2.2. Appropriate identification of the bid
    - 19.2.3. Supporting exhibits, evidence, and/or documents to substantiate any claims.
    - 19.2.4. Suggested remedy(ies)

## SECTION 2. TERMS AND CONDITIONS

1. Contractor's/Offeree's Responsibility. Offerors are advised to read the requirements very carefully to ensure that each requirement is understood. If in doubt, develop and submit applicable questions in writing to the contact at the Issuing Office. An Offeror's misinterpretation of requirements shall not relieve the Offeror of the responsibility to address accurately the requirements of the RFP or to perform the Contract, if awarded. HCPSS will enter into a contractual agreement with the selected Contractor(s) only. The selected Contractor(s) shall be solely responsible for all services as required by this RFP. Subcontractors, if any, will be the responsibility of the Contractor(s) and the role of subcontractors shall be clearly identified in the proposal. The use of a subcontractor(s) does not relieve the Contractor(s) of liability under a Contract.
2. Contractor Responsibilities and Use of Subcontractors. HCPSS shall enter into contractual agreement with the selected Contractor(s) only. The Contractor(s) shall be responsible for all products and/or services required by this RFP. HCPSS will consider Proposals that reflect primary and secondary service providers or a prime/subcontractor relationship. There should be proof of ability of the primary to manage a subcontractor and successfully coordinate the delivery of quality service and support in a timely manner. Subcontractors, if any, shall be identified and a complete description of their role relative to the proposal shall be included. HCPSS's intent is not to direct the use of any particular subcontractor, however, the Contractor may not contract with any such proposed person or entity to whom HCPSS has a reasonable objection. Notification of such objection will be made by HCPSS within fifteen (15) days of Contract. The Contractor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them. The use of subcontractors does not relieve the Contractor of liability.
3. Non-Discrimination in Employment. The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
4. Behavior of Contractor Employees/Subcontractors. Howard County Public School System (HCPSS) is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy, or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by HCPSS, and it is the Contractor's responsibility to ensure that such behavior by its employees, agents, and subcontractors does not occur. The policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature shall not be condoned or permitted by the Contractor. This prohibition extends to such harassment within the employment context as well as harassment of students, staff, and visitors to the HCPSS. It should be assumed that all sexual behavior by the Contractor's employees, agents, and subcontractors on any campus or facility of HCPSS, whether owned, operated, maintained or leased by the HCPSS, is improper and unwelcome. Contractor will also insure that all technicians who work with HCPSS users exhibit a high degree of professionalism in their dealings with those users. The Contractor's employees and subcontractors shall be subject to and comply with all applicable HCPSS rules, regulations and policies which shall include those regulations relating to safety, security and campus parking. If deemed necessary, HCPSS reserves the right to demand the removal of any of the Contractor's employees/subcontractors from duty on its premises as a result of their violation of the standards set forth herein.
5. Tobacco Free and Alcohol/Drug Free Environment. The Howard County Public School System maintains a tobacco, alcohol/drug free environment. The sale or use of tobacco, alcohol or drugs, in any form, or related product, is prohibited in school buildings and grounds at all times. Persons found violating this policy will be requested to remove the product and themselves from school premises.
6. Criminal History Background Checks. All employees, agents, or representatives of the awarded contractor who will be performing work on any phase of the contract arising out of this Bid may be subject to a criminal history background check by the school system. Such persons, if requested by the school system, shall provide fingerprints and other required information to facilitate such a check, as well as the necessary fees to obtain

such a check from the federal or state government. At the completion of a background check, the school system may, at its sole discretion, decide that a particular employee, agent, or representative of the contractor be barred from school system property.

7. Child Sex Offender Notification.

7.1. Sex Offender Requirement: Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procedure Article, §11- 704. One of the purposes of this law, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.

7.2. As a contractor working for Howard County Public School System (HCPSS), we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on HCPSS property. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender; See §11-722 Criminal Procedure Article. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.

7.3. Each contractor shall screen their work-forces to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it uses to perform the work. Violations of this provision may cause HCPSS to take action against the contractor up to and including termination of the contract.

7.4. Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school property with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving a sexual offense, child sexual abuse and crimes of violence.

7.5. The Contractor shall submit to HCPSS a listing of any employees assigned to perform under this agreement and certify that the necessary criminal history records checks have been conducted and that each employee complies with the requirements.

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

9. Identification. All contractor personnel, working in or around buildings designated under this contract, shall have a valid driver's license or photo ID in their possession at all times and wear distinctive uniform clothing while on the school system's premises. Contractors will be required to provide identification and sign-in and sign-out at the front office at each site on a daily basis during the course of each project.

10. Ethics Regulations.

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

10.2. Any resulting Contract is cancelable in the event of a violation of the HCPSS Ethics Regulation policy or the Maryland Public Ethics Law by a Contractor or any HCPSS employee in connection with this procurement.

11. Taxes. HCPSS is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes. Exemption Certificates shall be provided upon request. In the instance a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a Contract, the Contractor shall pay the Maryland Sales Tax and the exemption will not apply.
12. Multi-Agency Participation.
  - 12.1. Under §5-112, Paragraph (3) of the Education Article of the Annotated Code of Maryland HCPSS may with Board of Education approval participate in contracts for goods or commodities that are awarded by other public agencies or by intergovernmental purchasing organizations if the lead agency for the contract follows the public bidding procedures. HCPSS therefore reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. A copy of the contract pricing and the requirements incorporated in this contract will be supplied to requesting agencies.
  - 12.2. Each participating jurisdiction or agency shall enter into its own contract with the awarded Offeror(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes shall be resolved solely between the participating agency and the awarded Offeror(s).

### SECTION 3. Special Terms and Conditions

1. Agreement. Contractor shall provide an RFP response to The Howard County Public School System in accordance with the terms and conditions of this solicitation.
  - 1.1. The resulting Contract consists of multiple documents as follows in order of precedence:
    - 1.1.1. The Contract Form
    - 1.1.2. The Request for Proposal and all amendments to the solicitation
    - 1.1.3. Contractor's Technical Proposal and Price Proposal as accepted by HCPSS
  - 1.2. All terms and conditions of HCPSS's solicitation, and any amendments thereto, are made a part of this Agreement unless expressly contradicted by a term or condition of this Agreement. Proposals or suggestions of the Contractor for changes in the solicitation or the terms and conditions of the contract are not binding upon HCPSS and are not a part of this Agreement unless set forth in an amendment of the solicitation or in this Agreement and agreed to in writing by HCPSS.
2. Contract Period. The initial Contract term shall be for one (1) year from the date of contract execution. HCPSS may solely authorize four (4) additional one-year terms (a maximum total of five one-year terms) pending successful performance and availability of funds.
3. Price Adjustments
  - 3.1. Annual price adjustments will be considered. The Howard County Public School System will consider adjustments based on the following conditions:
    - 3.1.1. Labor rates based upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-U), Washington-Baltimore Region, as published by the Bureau of Labor Standards (increases above a 10% cap will not be considered). Adjustments will be calculated by comparing the current index with the previous index available when contract was established so as to determine the change in index points. The point change will then be divided by the price index to obtain the percentage of change. The percentage of change will then be multiplied by .75 to obtain the adjustment to be applied to the current prices.
    - 3.1.2. In order to receive consideration for a price increase, the contractor shall submit to The Howard County Public School System 60 days prior to contract expiration, a statement of any change in price to be applied.
  - 3.2. Price increase requests will not be considered if not accompanied with the proper information.
  - 3.3. Model changes and/or upgrades may be accepted after the initial contract period. Pricing for the changes shall be at the same mark up as originally bid. The awarded vendor shall offer current pricing or be able to demonstrate the percentage markup. The Howard County Public School System shall be the sole determinant in accepting product or pricing changes.
4. HCPSS Project Coordinator. HCPSS will designate a staff member to act as coordinator ("Project Coordinator") between HCPSS and the Contractor. Throughout the period of the Project, copies of all correspondence, work products, specifications, estimates and other materials prepared by the Contractor should be directed to the Project Coordinator and also to any other HCPSS personnel designated by the Project Coordinator. Direct contact or communication by the Contractor with other HCPSS offices or any other entity concerning the Project shall be made only with the prior knowledge and concurrence of the Project Coordinator.
5. Professional Services.
  - 5.1. The professional services team for the Project shall be the same team identified in the Contractor's submittal responding to HCPSS's solicitation unless (a) a change is requested by the Contractor and approved in writing by the Project Coordinator; or (b) a change is requested in writing by the Project Coordinator for good cause, in which case the Contractor shall make an appropriate substitution, subject to HCPSS's approval, and notify HCPSS in writing. Major changes in the Contractor's organization or personnel (other than the Contractor's Team) shall be reported to HCPSS in writing as they occur.
  - 5.2. The Contractor shall perform the Project as described in accordance with a schedule agreed upon in writing by the parties. The Contractor shall perform the Project as expeditiously as is consistent with good professional skill and care and the orderly progress of the Project.
6. Billing and Payment.
  - 6.1. The contractor shall submit invoices to attention of the selected Project Coordinator, Howard County



Department of Education, 10910 Rt. 108, Ellicott City, MD21042.

6.1.1. Invoices shall contain the following information:

- Purchase Order Number
- Name of school
- Description of work along with quantities
- Start date and completion date
- Total due

6.2. All fees are exclusive of applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts, value added and other taxes, tax-like charges and tax-related surcharges. HCPSS is generally exempt from such taxes, and Contractor agrees not to charge HCPSS for such taxes in accordance with applicable law. HCPSS will provide exemption certificates upon request.

6.3. The HCPSS provides payments on a net 30-day basis for HCPSS approved invoices.

7. Evaluation and Acceptance Procedure.

7.1. Upon completion and delivery of each deliverable by Contractor, HCPSS will begin the evaluation and acceptance process, which shall include, but not be limited to, the steps described below. Payments will be based on the completion/delivery of a deliverable by Contractor and acceptance by HCPSS of each deliverable. Contractor will demonstrate to HCPSS that the deliverable has been completed or has occurred and will provide HCPSS with written notice of the same.

7.2. Within the time period specified in the Contract including any Contract Amendments, or if not specified, then within thirty (30) business days of receipt by HCPSS of a scheduled deliverable from Contractor, HCPSS shall determine whether such deliverable Materially Conforms to the specifications defined in the Contract. As used herein, the term "Materially Conforms" means that the deliverable is ready to be used in production and meets or exceeds its intended functionality and performance. If the deliverable Materially Conforms to the specifications, then HCPSS will provide written confirmation to Contractor that the deliverable is accepted.

7.3. If the deliverable does not Materially Conform, HCPSS shall immediately notify the Contractor with a written list of deficiencies. Contractor, at no additional cost to HCPSS, shall thereafter make all appropriate and necessary fixes to the deliverable and notify HCPSS in writing of corrections made no later than a date mutually agreed to by both parties. If no date is given, then within ten (10) business days. If the deliverable again fails to Materially Conform, then this same process will be repeated one more time. If the deliverable fails to Materially Conform to the specifications after delivery for the second time then HCPSS may, at its sole discretion, (a) further extend the timeframe for cure and (b) extend the warranty period, if applicable, or (c) begin contract termination process as defined in this document. If HCPSS does not elect to terminate this Contract after the second failure, it has not automatically waived its right to do so following any additional failed attempt at correction by Contractor to which the parties may agree.

8. Confidential Information.

8.1. Contractor acknowledges and understands that HCPSS is required to protect certain Confidential Information from disclosure under applicable law, including but not limited to, the Family Educational Rights and Privacy Act ("FERPA"), the Gramm Leach Bliley Act ("GLBA"), or the Maryland Public Information Act ("PIA"), including regulations promulgated there under, as the laws and regulations may be amended from time to time (collectively the "Privacy Laws"). The Confidential Information that is protected under FERPA was provided to the Contractor as it is handling an institution service or function that would ordinarily be performed by HCPSS's employees. The Contractor agrees that it shall be obligated to protect the Confidential Information in its possession or control in accordance with the Privacy Laws to the same extent as HCPSS would be obligated if the Confidential Information was in the possession or control of HCPSS. The Contractor further agrees that it is subject to the requirements governing the use and re-disclosure of personally identifiable information from education records as provided in FERPA.

8.2. Contractor's obligations with respect to Confidential Information shall survive the expiration or the termination of this Contract.

8.3. Contractor acknowledges that Contractor's failure to comply fully with the restrictions placed upon use,

disclosure and access to Confidential Information may cause HCPSS grievous irreparable harm and injury. Therefore, any failure to comply with the requirements of this Section shall be a material breach of this Contract.

8.4. Contractor agrees and acknowledges that it is not the custodian of any Confidential Information that may be in Contractor's possession or control. Contractor shall forward any request for disclosure of Confidential Information to:

Public Information Office  
The Howard County Public School System  
10910 Clarksville Pike  
Ellicott City, MD 21042

9. Relationship of The Parties. It is understood and agreed that Contractor is an independent contractor of HCPSS, and not an employee. Except as set forth in this Contract, the HCPSS will not withhold income taxes, social security or any other sums from the payments made to Contractor hereunder. All employees or contractors of Contractor shall in no way be considered employees of HCPSS, but rather they shall be employees or contractors of Contractor, and Contractor shall bear full responsibility for compensating those persons and for the performance of the Services by way of them.
10. Insurance. Contractor shall maintain in full force and effect adequate insurance coverage to protect against the risks associated with the performance of Services under this Contract, as further set forth in Insurance Requirements (Attachment A), or as set forth in Contractor's proposal should the coverage and limits therein exceed the required minimum levels. Contractor shall provide to the Purchasing Office a certificate of insurance including evidence of the required limits at the execution hereof, and annually thereafter.
11. Indemnification. The Awarded Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractors acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Furthermore, any acts on the part of any agent, director, partner, servant or employee of the Contractor are deemed to be the Contractors acts. Contractor agrees to indemnify and hold harmless the Howard County Public School System and its Board of Trustees, Employees, Agents and Students from any claim, damage, liability, expense, and/or loss, including defense costs and attorney fees, arising directly or indirectly out of the Contractor's performance under this agreement. The indemnification obligation of the successful Contractor shall include but shall not be limited to injuries to individuals and property of individuals who are not parties to the contract. In addition, the indemnification obligation of the successful Contractor shall cover the acts or omissions of any subcontractors hired by the successful Contractor. Furthermore, the indemnification obligation of the successful Contractor shall survive termination of the contract for any reason. Neither party shall be liable to the other for indirect, consequential, incidental, punitive, exemplary, or special damages, or losses, including without limitation lost profits and opportunity costs.
12. Termination for Default. If the Contractor fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of the Contract, HCPSS may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. HCPSS will provide Contractor a reasonable opportunity, not to exceed 10 business days, to cure the act or omission, provided such opportunity to cure does not extend the deadline for any deliverables and does not cause HCPSS further damage. All finished or unfinished work provided by the Contractor, to which HCPSS is entitled pursuant to this Contract shall become HCPSS's property. HCPSS shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and HCPSS can affirmatively collect damages.
13. Termination for Convenience. The performance of work under this Contract may be terminated by HCPSS in accordance with this clause in whole, or from time to time in part, whenever HCPSS shall determine that such termination is in the best interest of HCPSS. HCPSS will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.
14. Delays and Extension of Time. The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever

during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State or HCPSS, changes in law or regulation, action by government or other competent authority, fires, earthquakes, floods, epidemics, quarantine restrictions, strikes, freight embargoes, malicious or criminal acts of third parties, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

15. Suspension of Work. The Purchasing Office unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Purchasing Office may determine to be appropriate for the convenience of HCPSS.
16. Subcontracting and Assignment.
  - 16.1. The Contractor may not subcontract any portion of the Services provided under this Contract without obtaining the prior written approval of HCPSS nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of HCPSS. HCPSS shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors. Any such subcontract shall be subject to any terms and conditions that HCPSS deems necessary to protect its interests. Contractor shall remain responsible for performance of all Services under this Contract and shall be subject to liability to HCPSS for acts and omissions of subcontractors.
  - 16.2. Neither party may assign this Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Contractor may assign this Contract to any parent, subsidiary, affiliate or purchaser of all or substantially all its assets with notice to HCPSS. Contractor may designate a third party to receive payment without HCPSS's prior written consent unless in conflict with Maryland or federal law but shall provide HCPSS with notification thereof.
17. Contract Integration and Modification. This Contract and the documents incorporated herein form the entire agreement of the parties with respect to the subject matter of this procurement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Contract may be amended with the written consent of both parties. Amendments may not significantly change the scope of the Contract.
18. No Third-Party Beneficiaries. This Agreement is only for the benefit of the undersigned parties and their permitted successors and assigns. No one shall be deemed to be a third-party beneficiary of this Agreement.
19. Notices. Notices under this Contract will be written and will be considered effective upon personal delivery to the person addressed.
20. Retention of Records. Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment and will make them available for inspection and audit by authorized representatives of HCPSS, including the Purchasing Office or designee, at all reasonable times.
21. Contingent Fee Prohibition. The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract.
22. Compliance with Laws. The Contractor hereby represents and warrants that:
  - 22.1. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
  - 22.2. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
  - 22.3. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
23. Multi-Year Contracts Contingent Upon Appropriations. If HCPSS fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds

were not appropriated or otherwise made available; provided, however, that this will not affect either HCPSS's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and HCPSS from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. HCPSS shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

24. Software and Security.

24.1. To assess risks, ensure data integrity, and maintain secure accessibility, HCPSS accounts for the following:

- 24.1.1. Identification of security, privacy, legal, and other organizational requirements for recovery of institutional resources such as data, software, hardware, configurations, and licenses at the termination of the contract.
- 24.1.2. Assessment of the contractor's security and privacy controls.
- 24.1.3. Inclusion of HCPSS's Client Data agreement.
- 24.1.4. Periodic reassessment of contractor services provisioned to ensure all contract obligations are being met and to manage and mitigate risk.

24.2. The Contractor:

- 24.2.1. is the owner or authorized user of the Contractor's software and all of its components, and Contractor software and all of its components, to the best of Contractor's knowledge, do not violate any patent, trademark, trade secret, copyright or any other right of ownership of any third party.
- 24.2.2. shall (i) establish and maintain industry standard technical and organizational measures to help to protect against accidental damage to, or destruction, loss, or alteration of the materials; (ii) establish and maintain industry standard technical and organizational measures to help to protect against unauthorized access to services and materials; and (iii) establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to the services. Contractor software and its components shall be equipped and/or designed with systems intended to prevent industry known system attacks (e.g., hacker and virus attacks) and unauthorized access to confidential information.
- 24.2.3. shall report any confirmed or suspected breach data to HCPSS's Technology Department within one (1) hour of discovery or detection. Any confirmed or suspected computer security incidents not resulting in breach of HCPSS data shall be reported to HCPSS within 12 hours of discovery or detection.
- 24.2.4. shall follow strong identity management characteristics and practices, requiring users to adhere to organizational usage, construction, and change requirements.
- 24.2.5. shall configure and maintain network to be suitably hardened against security threats and ensure adequate performance.
- 24.2.6. shall, if requested by HCPSS, obtain Service Organization Control (SOC) 2 report ("the Report") for all facilities from which services are provided. It is the Contractor's responsibility that such Report is provided under the terms and conditions of this Contract without HCPSS being required to agree to additional terms and conditions that may be applied by a third-party. If the Report states that a facility has failed to materially satisfy one or more control objectives, Contractor will, as HCPSS's sole remedy, use commercially reasonable efforts to cause the facility to materially satisfy all control objectives. If, despite Contractor's efforts, the facility cannot materially satisfy all relevant control objectives, Contractor will mitigate the issue in a commercially reasonable manner which may include the migration to an alternate facility which materially satisfies all control objectives. Failure to do so may be considered a material breach of a resulting contract in the sole and reasonable discretion of HCPSS.

24.3. HCPSS or an appointed audit firm (Auditors) has the right to audit Contractor and its subvendors or affiliates that provide a service for the processing, transport or storage of HCPSS data. Audits will be at HCPSS's sole expense which includes operational charges by Contractor, except where the audit reveals material noncompliance with contract specifications, in which case the cost, inclusive of operational charges by Contractor, will be borne by the Contractor. In lieu of HCPSS or its appointed audit firm performing their

own audit, if Contractor has an external audit firm that performs a review, HCPSS has the right to review the controls tested as well as the results and has the right to request additional controls to be added to the certified report for testing the controls that have an impact on its data.

24.4. HCPSS shall have sixty (60) days after the expiration or termination date of a resulting contract to retrieve and download data and content. The Contractor shall make available to HCPSS a complete and secure (i.e., encrypted and appropriately authenticated) download file of customer data, sales, and product information in .xml format including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in their native format. The Contractor further warrants that all data and content pertaining to HCPSS's buying programs is solely owned by HCPSS and shall not be transferred or disclosed to any Parties without the written consent from HCPSS.

25. Work Hours. Work performed inside HCPSS facilities shall be performed during HCPSS working hours (see HCPSS School Calendar at <http://www.hcpss.org/calendar>).

## SECTION 4. SCOPE OF WORK

1. **Purpose.** HCPSS is issuing this RFP to obtain an Adaptive Elementary Mathematics Software Solution (the Solution) to provide conceptual and procedural-based instruction of elementary mathematics topics aligned to HCPSS curriculum. College and Career Ready students build their capacity of mathematics from elementary (preK-6) concepts. These concepts are grounded in ideas about number, place value, computation, and fractions. Proficiency with these concepts enables students for success with higher-level mathematics including algebra and geometry. Diverse learners have diverse strengths and needs. Mathematics teachers must identify students' needs to differentiate instruction.
2. **Project Objectives and Goals**
  - 2.1. **Structural Objectives.** The Solution shall:
    - 2.1.1.be accessible to HCPSS students, staff, and teachers
    - 2.1.2.allow for automatic rostering, account provisioning, and single sign-on integration with HCPSS information technology systems
    - 2.1.3.meet federal data collection and reporting requirements.
    - 2.1.4.be dynamic to meet current and future needs of the school system
    - 2.1.5.have a streamlined integration with the HCPSS LMS, Canvas or Clever SSO and Rostering
  - 2.2. **Programmatic Objectives.** The Solution shall:
    - 2.2.1.support and enhance learning while providing equity and accessibility.
    - 2.2.2.be available everywhere and anytime, empowering students, teachers and staff to access learning experiences.
    - 2.2.3.be student-centered and easy for elementary teachers and students to use
    - 2.2.4.align with instructional technology standards and elementary content specific standards
    - 2.2.5.use instructional strategies that align with best practices for elementary instruction assess student understanding and report data to teachers, administrators, and parents. Data reporting should be provided electronically with print capabilities
    - 2.2.6.strategically support effective implementation of the Maryland State Department of Education (MSDE) College and Career-Ready standards and the MSDE Technology Plan and Guiding Principles - <http://www.hcpss.org/academics/mathematics/curriculum>.
    - 2.2.7.instructs and assesses concepts.
    - 2.2.8.develops student understanding through instructional interactives.
    - 2.2.9.aligns with the elements of exemplary mathematics instruction including but not limited to the use of representations, manipulatives, and varied levels of cognitive demand.
  - 2.3. **Goals.** The primary goals of the Adaptive Elementary Mathematics Software Solution are to help achieve the following standards:
    - 2.3.1.Students leverage technology to take an active role in choosing, achieving and demonstrating competency in their learning goals, informed by the learning sciences.
    - 2.3.2.Students recognize the rights, responsibilities and opportunities of living, learning and working in an interconnected digital world, and they act and model in ways that are safe, legal and ethical.
    - 2.3.3.Students critically curate a variety of resources using digital tools to construct knowledge, produce creative artifacts and make meaningful learning experiences for themselves and others.
    - 2.3.4.Students use a variety of technologies within a design process to identify and solve problems by creating new, useful or imaginative solutions.
    - 2.3.5.Students communicate clearly and express themselves creatively for a variety of purposes using the platforms, tools, styles, formats and digital media appropriate to their goals.
    - 2.3.6.Students use digital tools to broaden their perspectives and enrich their learning by collaborating with others and working effectively in teams locally and globally.
3. **Mandatory Requirements.** The Solution shall:
  - 3.1. Align with HCPSS elementary mathematics curriculum (<http://www.hcpss.org/academics/mathematics/curriculum/>)
  - 3.2. Have a "strong" or "moderate" rating according to ESSA's evidence based standards (<https://ed.gov/policy/elsec/leg/essa/guidanceusesinvestment.pdf>)
  - 3.3. Align with research-based effective mathematics instructional strategies
  - 3.4. Develop understanding of concepts in addition to assessing them

- 3.5. Provide student performance data relative to curriculum standards
  - 3.6. Provide student usage data
  - 3.7. Provide reports to teachers, administrators, and parents
  - 3.8. Provide before and after school access to students
  - 3.9. Be web-based and supported on different browsers, operate on MAC or Windows operating systems, and function on mobile devices including tablets
  - 3.10. Incorporate diverse learning environments that engage students and make use of drag-and-drop options
  - 3.11. Adapt instructional sequence based on student responses
4. Software Requirements. The Solution shall:
    - 4.1. web-based/cloud based
    - 4.2. support multi-year subscriptions
    - 4.3. support users throughout the Howard County Public School System (see School Listings and Contacts <https://www.hcpss.org/schools/>).
    - 4.4. import/export data to Microsoft Office suite software and file formats, as well as industry standard html and/or xml formats including xls, xlsx, doc, docx, and cvs.
    - 4.5. import data to/from HCPSS's student information system (Synergy) and comply with HCPSS's chart of accounts.
    - 4.6. import/export data to Clever or Canvas/LTI with roster provisioning to provide security control features, so that access to files, records, fields, and functions can be restricted to authorized personnel.
    - 4.7. provide features that would detect and block access to unauthorized users. The portal shall provide an audit trail of unauthorized attempts. The audit trail shall log all user activity and system changes including data imports and exports.
    - 4.8. provide for "role based" security maintained by the application administrators
  5. Reporting Requirements. The Solution shall be capable of producing reports that identify:
    - 5.1. mathematic concepts that students are learning
    - 5.2. usage data and performance measurements locally and across the district for teachers, students, and parents to inform and assist in instructional decisions
  6. Training Requirements. The Offeror shall provide the necessary training for system administrators, user personnel, and systems support staff. This training must assure that the users will be capable of continued operation of the software and that systems development staff will be capable of maintaining the software and handling the diagnosis of software problems. The school system shall utilize a "train the trainer" model.
  7. Project Manager. Provide a Project Manager who shall be HCPSS's single point of contact ("POC") for managing the contract through contract expiration or termination. It is expected that this person be available for on-site meetings, especially during the initial months of the engagement, and once the Contractor's staff is stabilized, thereafter, for periodic face-to-face and/or teleconference meetings for relationship check-ups. The POC shall be a full-time employee or agent for the Contractor. The POC shall be the lead person for engagement and will be responsible for managing all Contractor resources both on-site and remote.
  8. Implementation. Offeror shall provide a detailed project action plan and timeline schedule for implementation of proposed solution.
  9. Service and Support Requirements
    - 9.1. Help Desk Service – The Offeror shall provide a Help Desk Service staffed with trained, experienced personnel between the hours of 8:30 a.m. to 4:30 p.m. EDT Monday through Friday. The Offeror shall include help desk service support, including a ticketing system, online chat, on-line guides/resources and phone number within the Agreement at no additional charge.
    - 9.2. The Offeror shall guarantee that the solution will be available 99% of the time (excluding scheduled maintenance and emergency maintenance). If an outage occurs due to critical system failure, the Offeror will credit HCPSS 1/30th of the monthly fee (calculated if fees are paid on another basis) paid by the customer for the affected critical systems for every day of downtime (up to, but not exceeding 100% of one monthly payment)
    - 9.3. The comprehensive curricular platform must include a dedicated customer success coach who works with the district's leadership team to ensure success. Specifically, the customer success coach should:

- 9.3.1. Onboard the team and teachers through video lessons and webinars
- 9.3.2. Facilitate check-in calls with instructional leaders
- 9.3.3. Help the district track student mastery of standards over time
- 9.3.4. Provide global account provisioning (teachers and students)

10. File Back-Up/File Recovery. The Offeror shall provide procedures for adequate backup and recovery of files related to the proposed software. The procedure must assure, to a reasonable degree that upon software failure, disk failure or other system component failure that system databases are restored to their pre-failure status and that data integrity is maintained. Recovery from failure must be provided such that operation may be continued immediately following replacement of the failing component.
11. Data Migration/Integration. HCPSS currently maintains one student information system, Synergy, to manage its student information needs. Synergy is a web-based solution hosted at our facility. Synergy handles registration, enrollment, attendance, conduct, scheduling, reporting, health, gradebook, and has a student and parent portal. Student data is exported from Synergy to several third-party vendors. The Solution must work with Synergy and Clever for teacher, student, and class accounts creation.
12. FERPA Regulations. Offeror must guarantee that the solution complies with FERPA regulations and agree to the HCPSS attached Client Data Agreement.



## SECTION 5. EVALUATION CRITERIA

1. Transmittal Letter. A transmittal letter prepared on the Offeror's business stationery shall accompany the Technical Proposal. The letter should be an executive summary that clearly and concisely summarizes the content of the Proposal. The letter shall be signed by an individual who is authorized to bind the firm to all statements, including services and financial commitments. Include the Offeror's official business address and state in which it is incorporated or organized. An appropriate contact name, title, phone number, and email address should also be provided for HCPSS's use during the procurement process.
2. Signing of Forms. A Proposal, if submitted by an individual, shall be signed by the individual. If submitted by a partnership, a Proposal shall be signed by such member(s) of the partnership with authority to bind the partnership. If submitted by a corporation, a Proposal shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary; if not signed by an officer, there shall be attached a copy of a board resolution or that portion of the by-laws, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.
3. Technical Proposal. It is the Offeror's responsibility to tailor its response to demonstrate its qualifications to perform the scope of work specifically for HCPSS. Offerors shall insert a page break for each section of their Proposal to separate responses to each of the technical criteria. Responses to the criteria identified below shall be clear, concise, yet detailed, and in the order provided in Section 4, Scope of Work. Failure to include any of the items listed below may disqualify your firm's response. Offeror's Technical Proposal shall be submitted separate from the PRICE PROPOSAL and clearly identified in its proposal as TECHNICAL PROPOSAL.
  - 3.1. Project Objectives and Goals: Provide a comprehensive, detailed high-level narrative describing how the proposed Solution meets each of HCPSS' requirements identified in this RFP.
  - 3.2. Mandatory Requirements: Provide a comprehensive, detailed narrative describing how the proposed Solution meets each of HCPSS' Mandatory Requirements in the order provided in Section 4, Scope of Work.
  - 3.3. Software Requirements: Provide a comprehensive, detailed narrative describing how the proposed Solution meets each of HCPSS' Software Requirements in the order provided in Section 4, Scope of Work.
  - 3.4. Reporting Requirements: Provide a comprehensive, detailed narrative describing how the proposed Solution meets each of HCPSS' Reporting Requirements in the order provided in Section 4, Scope of Work.
  - 3.5. Training Support: Provide a comprehensive, detailed narrative describing how the proposed Solution meets each of HCPSS' Training Requirements Describe training capabilities and ability to provide in-depth training tailored to user roles. Indicate if training is provided in-person, virtually, on-demand, etc. Technical support should also include high-level self-help knowledge base and documentation on the application and its functionality.
  - 3.6. Staffing Qualifications: Provide a resume, including education and employment history for the Project Manager (Single Point of Contact) who is proposed to support the Solution through the life of the resulting contract.
  - 3.7. Implementation. Provide a proposed timeline and schedule for implementation of the Solution. Include assumptions, HCPSS resources required, and any other relevant information.
  - 3.8. Service and Support: Provide a comprehensive, detailed narrative describing how the proposed Solution meets each of HCPSS' Service and Support Requirements. Also include the firm's SLA's in regard to technical support.
  - 3.9. Architecture. Indicate the architecture of the Solution. Indicate if software installed on an on-premises server, on-premises hardware appliance, on-premises virtual appliance, and/or public cloud- based service. Describe your firm's software back-up and recovery plan. Describe how your firm intends to integrate with HCPSS technology systems.
  - 3.10. Implementation: Provide a proposed timeline and schedule for implementation of the Solution. Include assumptions, HCPSS resources required, and any other relevant information.

- 3.11. Unique Qualifications. Provide a narrative to elaborate on any special/unique qualifications, expertise, and/or experiences of the Offeror and/or any member of its team, which make it uniquely capable to provide a solution to HCPSS.
- 3.12. Company Profile/Demonstration of Prior Work. The Offeror shall demonstrate and certify that it possesses at a minimum three (3) years of experience providing product and services as described in this document to institutions similar to HCPSS in scale. Provide details on company history, number of employees, and annual sales volume for 2016 and 2017.
- 3.13. References. Identify the last three implementations for this proposed product offered. Include the School System Name, Point of Contact Name, Phone, Email, Address, Number of Students, Date of Contract Signing and Date of Initial Implementation Contract Completion, and description of services provided.
- 3.14. Signature. Complete and sign the Bid/RFP Signature Sheet (Attachment A)
- 3.15. Acknowledge compliance with HCPSS Insurance Requirements (Attachment B).
- 3.16. Acknowledge compliance with HCPSS Client Data Privacy Agreement (Attachment C).
- 3.17. Acknowledge receipt of Addenda Form: If any addenda to the RFP documents are issued prior to the due date and time for Proposals, this form (Attachment D) shall be completed, signed, and included in the Offeror's Proposal.
- 3.18. Proposal Affidavit: Complete and sign the Proposal Affidavit (Attachment E) and enclose with the Technical Proposal.
- 3.19. Acknowledge Review of Contract: The HCPSS Contract for this procurement will contain the provisions in Attachment F as well as any additional terms required by HCPSS. By submitting a Proposal, the Offeror warrants that they have reviewed Attachment F, Agreement for Professional Services, and will execute a contract with these terms and conditions after award by the Board of Education. For accounting purposes only HCPSS will issue a purchase order to the awarded firm.

## SECTION 6. EVALUATION PROCESS

### 1. Evaluation

1.1. Following evaluation of the Proposals the Evaluation Committee will make an initial overall ranking of the Proposals and recommend to the Purchasing Office the award of the contract(s) to the Offeror whose Proposal(s) is (are) determined to be the most advantageous to HCPSS. Minor irregularities contained in Proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in HCPSS's best interest and when permitted by law. The decision of the award(s) of the Contract will be made at the discretion of the Purchasing Office and will depend on the facts and circumstances of the procurement.

1.2. Following the Purchasing Office's qualifying review and approval. The decision for progressing in the procurement process will be made based on the strengths, weaknesses, advantages, and deficiencies that the Proposals represent.

2. Shortlisting: A shortlist may be developed based on the Evaluation results. All Offerors will be notified of the results as they pertain to their respective Proposal. Shortlisted Offerors may also be required to provide a product trial.

### 3. Oral Presentations/Discussion Sessions.

3.1. Purpose: Based on the Evaluation Committee's initial Evaluation, HCPSS may invite, without cost to itself, the shortlisted Offerors to an oral presentation/discussion session ("Discussion Session"). The purposes of the Discussion Session are as follows:

3.1.1. To provide the Offeror the opportunity to demonstrate its product;

3.1.2. To discuss/clarify any and all aspects of the Technical Proposal, in particular the proposed solution, cost model options, approach/methodologies, implementation process, schedule, staffing of the contract, and ongoing support of the Solution and other applicable professional services;

3.1.3. To allow the HCPSS to meet the Offeror's key personnel and for these personnel to convey directly their experience and expertise in the proposed product and its implementation; and,

3.1.4. To provide an opportunity to clarify the scope of services for the intended contract and discuss any items addressed in the Technical Proposal that may require additional clarification.

3.2. Format: The Discussion Session will be informal, as HCPSS is not interested in a sales presentation by executives and business development staff; rather, HCPSS is requesting a demonstration of the proposed Solution and an interactive discussion with each of the shortlisted Offerors. It is important that those key personnel who are proposed to be assigned to HCPSS fully participate in the presentation and discussion. Ample time will be available for the HCPSS and the Offeror to ask questions and discuss issues and concerns related to the Solution, the scope of the services, and the Offeror's capabilities and qualifications. We anticipate that the Discussion Session will be approximately 90 to 120 minutes in length.

Following the Discussion Session, additional follow-up and/or clarification documentation may be requested of each Offeror.

3.3. Date: The times and dates for the Discussion Session(s) will be set upon completion of the Initial Evaluation. Offerors are advised to set these dates aside in their entirety on the calendars of key personnel identified in their offer.

## SECTION 7. PRICE PROPOSAL

1. Offeror is to respond with pricing for its proposed Solution to meet the requirements in the RFP and described in its technical response.
2. Prices offered shall be inclusive of all overhead, profit, travel, accommodations, administrative fees, and direct and indirect costs. HCPSS will not recognize or accept any separate or additional charges or fees to perform the services identified in this RFP.
3. Offeror's pricing shall include non-recurring charges (NRC) and monthly recurring charges (MRC) if applicable to represent the basis for comparing competing offerings.
4. Pricing structures shall be provided as follows (indicate N/A if a cost does not apply):
  - 4.1. NRC Systemwide pricing (77 Schools). Provide pricing per location and total price.
  - 4.2. MRC Systemwide pricing (77 Schools). Provide pricing per event/location and total price.
  - 4.3. Itemized Prices as applicable
  - 4.4. Hourly Rates. Provide breakdown of position/title if necessary.
  - 4.5. Custom Integration charges. Per hour with a Not-to-Exceed Price.
  - 4.6. Multi-year subscription options
  - 4.7. Include any value-added services options along with corresponding pricing if relevant.
5. Offeror's Price Proposal shall be submitted separate from the Technical Proposal and clearly identified as PRICE PROPOSAL.
6. Best and Final Offers. Best and Final Offers, as determined by the Purchasing Office, may be requested at this time.
7. Negotiations: HCPSS may select for award one (1) or more Offeror(s) to negotiate the terms and conditions of the Contract. HCPSS reserves the right to make an award with or without negotiation.
8. Basis for Award: Technical merit may have a greater weight than cost in the final ranking. Award(s) may be made to the Offeror(s) with a higher technical ranking even if its Price Proposal is not the lowest. The Purchasing Office retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the Offeror(s) that would best meet the needs of HCPSS as set forth in the RFP.

Attachments and Forms (Check List)

		Offeror Recognizes/ Acknowledges Acceptance	
Attachment A	Signature Sheet	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Attachment B	Insurance Requirements	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Attachment C	Client Data Agreement	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Attachment D	Acknowledgement of Receipt of Addenda Form	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Attachment E	Bid/Proposal Affidavit	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Attachment F	Agreement for Professional Services	Yes <input type="checkbox"/>	No <input type="checkbox"/>