



Office of Purchasing
10910 Clarksville Pike, Ellicott City, Maryland 21042-6198
(410) 313-6723, fax (410) 313-6789

ADDENDUM NO. 1

September 18, 2020

**Request for Proposal No. 005.21.B1
Instructional Platform**

The following shall be incorporated into the captioned solicitation as though included in the original documents issued.

The Board of Education authorizes the following changes, clarifications and or attachments to the solicitation documents; however, such changes shall not relieve the firm of their responsibilities as otherwise required by the solicitation documents. Please be sure to acknowledge receipt of this addendum in the response.

Please see Appendix G – Data Sharing Agreement which will be made part of the resultant contract.

Please see the attached two (2) pages of questions and associated responses.

There are no other changes.

Note: It is the firm's sole responsibility to monitor the HCPSS Purchasing website to ensure that they download any additional addendums or clarifications prior to submitting their proposal and duly acknowledge receipt of and full understanding of said addendums on the proper proposal submittal form. Failure to do so may result in non-receipt of important information prior to the closing date and may render the proposal non responsive and ineligible for award. It is highly recommended that the submitting proposer/bidder ascertain if they have received all the addendums posted prior to submitting their proposal. Failure of any proposer/bidder to obtain any such addendum or interpretation shall not relieve the proposer/bidders company from any obligation under his/her proposal as submitted.

Instructional Platform
RFP #005.21.B1

Questions and Responses

Q#	RFP Text	Question
1.	Description of Services	HCPSS states that the primary interest is in an interactive presentation tool to augment existing learning environments. Is the district interested in receiving proposals for digital supplemental instructional materials? Specifically, is HCPSS interested in purchasing a licensed learning platform that can deliver online instruction to students via its own platform? If so, please specify the content areas and grade bands of interest.
	Response	No, not at this time.
2.	Subcontractor Information	If the vendor does not use subcontractors, is it acceptable to leave this portion of the response blank?
	Response	Yes, please fill in "N/A" and return the form.
3.	MBE Participation	Our organization does not use subcontractors and, therefore, does not contract with MBE providers. With this in mind, please advise how best to fulfill the requirement to complete Appendix B: MBE Participation Schedule. Along the same lines, what scoring penalty may be incurred for vendors in this circumstance?
	Response	See #2 above, the program is a goal, no points lost or gained, we just encourage when possible.
4.		Must be in "good standing" with the State of Maryland. How should vendors prove they are in good standing?
	Response	Vendors can visit the web site: https://egov.maryland.gov/businessexpress/entitysearch
5.	Service Description	Assessments (formative and summative) are referred to earlier in the RFP but not listed under the service description. Where should such features be addressed in the response?
	Response	This information could be in both the executive summary and as a supplemental item in the service description.
6.		Is your district seeking professional development services to accompany the proposed Instructional System?
	Response	No, the product should include "Help" resources and include any application training if needed.
7.	Contractor Performance Scorecard	Is this document intended to be used to evaluate vendors once they are in contract with HCSS or should responses address each of these line items? If the latter, please specify which apply to this circumstance as some of them (keeping uniforms and tools clean and handling hazardous materials for example) do not apply to a digital curriculum provider.
	Response	Yes, this is a post award evaluation tool to provide feedback and/or document contractor performance.
8.	Letter of Reference	Given the circumstances clients may be under, can we provide case studies from other school districts to share their experience and outcomes as result of doing business with us?
	Response	We understand and will accept any information, references with contact information as best as possible.
9.		General Insurance Requirements appear to <i>not</i> be applicable in the case of providing software as a service to the District, and applicable mainly for on-site contractors. Please advise.
	Response	Please provide what you can, possibly just a certificate of general liability.
10.		The link provided to register for the eMaryland Marketplace is not valid and does not load. Is this a requirement for this bid? Please advise.
	Response	No, we just post our bids on this site
11.		Does the district expect to award to a single or multiple vendors?
	Response	We expect a single award.
12.		What is the expected award date?
	Response	Our target is to make an award in October, 2020.
13.		What are the current platforms that HCPSS is using for virtual learning?
	Response	Canvas and Google Meet
14.		Will purchases be made at the district or school level?
	Response	District level.

15.		If HCPSS objects to any proposed exceptions, would the district offer the vendor an opportunity to withdraw those exceptions before rejecting the proposal?
	Response	Unfortunately, no. Vendors may identify exceptions at the time of submission.
16.		Which subjects are HCPSS requesting for this RFP?
	Response	The tool should be able to use across all academic and related arts subject areas.
17.		If HCPSS is requesting multiple subjects, will the district consider solutions that may not cover all the requested subjects?
	Response	No.
18.		Regarding section III.A.3. (pg.14), please confirm that the 30-page limit is only for the Submittal Requirements section, e.g., it does not include the 3-page Executive Summary and other sections.
	Response	The page limit is to suggest that submissions should be concise without unnecessary sales literature, etc.
19.		Regarding section 3.B.7 (pg. 14), for the System for Award Management requirement, as proof that we are not listed on SAM under the EPLS federal registry, would it be sufficient to provide a screenshot of our entity overview showing we do not have any Active Exclusion Records?
	Response	Yes, that would be good.
20.		Regarding section III.C.5 (p. 14), What are HCPSS' expectations for a "demo with valid data"?
	Response	We may or may not make this request, but the intent is to have a demo with information to see how the platform works. We don't need to see another client's data, it can be simulated. We expect the product to be in production and not in development.
21.		Regarding section III.E.5 (p. 15), please clarify what is required for bank references.
	Response	Upon request, we may need to have your bank contact information.
22.		Regarding section III.F (p. 15), what are examples of computer programs with which HCPSS would like vendors to have?
	Response	Suggestions would be Microsoft Suite or other program tools used to monitor activity, etc.
23.		Regarding section V.U (p. 24), please clarify if this section means the contract may be utilized by MWCOG and BMC members. If correct, who are the members of MWCOG and BMC?
	Response	This is reference to our local cooperative group. If awarded, other school districts may wish to piggyback this contract.
24.		Regarding section 3.C.6.J (pg. 15) references an "attached data privacy agreement" - please clarify where we can find this agreement.
	Response	That will be Appendix G attached under Amendment #1.
25.		Regarding Section 3.B.3 (p, 14), given the RFP response timeline, would it be sufficient to show our license to conduct business and "good standing" to be "in process" with the State of Maryland at time of submission?
	Response	Yes, but vendors must be in good standing prior to award.
26.		For pricing purposes, how many students are anticipated to use this solution?
	Response	All HCPSS students will have access to this product. HCPSS serves 59,000 students.
27.		We noticed that your RFP does not contain a list of technical specifications in regards to what you are looking for in an Instructional System. If such a list does exist, could you kindly point us to it?
	Response	There is not a list of technical specifications. Submissions should include any specifications of the product being offered.
28.		We realize that you are currently using Canvas as your LMS. Can you kindly share with us which grades in your district are using Canvas, as well as whether you are open to considering an additional Learning & Curriculum Management System?
	Response	Canvas is a system-wide application.



**APPENDIX G
INSTRUCTIONAL PLATFORM
RFP #005.21.B1**

**STUDENT DATA SHARING AGREEMENT:
APPLICABLE TO HOWARD COUNTY PUBLIC SCHOOL SYSTEM USERS/MEMBERS**

This is an agreement between [REDACTED] ("VENDOR", or "Company") and the Howard County Public School System ("HCPSS," "System," or "CLIENT") for term beginning on [REDACTED] MONTH #, 2020 and to terminate with the agreement for services.

HCPSS, as a Government entity, is required when entering into agreements with other parties to follow all applicable laws and regulations, including those related to data privacy and security; accessibility; and records retention. Accordingly, the VENDOR's Terms of Service (TOS) are hereby modified by this Amendment as they pertain to HCPSS's use of the Company's Site and/or Services.

- A. Purpose of the Agreement:** Under this agreement, the VENDOR will be providing the following services: For any data shared under the services of the Instructional Platform, RFP #005.21.B1
- B. Definition of "CLIENT DATA":** Under this agreement, CLIENT DATA is defined as: (1) all Personally Identifiable Information (PII) contained in a student's "education record" as defined by the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99); and (2) other non-public information that include, but are not limited to: personally identifiable personnel data, personally identifiable student data, personally identifiable metadata, and personally identifiable user content.
- C. Data Collection and Use:** VENDOR will collect and use CLIENT DATA only for the purpose of fulfilling its duties and providing services under this Agreement as defined in Section A, and for improving services under this Agreement.
1. **Specific CLIENT DATA Shared Under this Agreement**
 - i. Information associated with maintaining authentication between VENDOR and CLIENT, e.g. public/private keys, LTI secret, OATH keys.
 - ii. Information associated with maintaining a user's profile, e.g. username, email address, first name, last name, source IP address, or cookies.
 - iii. A user's status within the service, e.g. number of questions answered, time elapsed in lesson, student's score.
- D. Education Records:** If VENDOR will have access to "education records" as defined under the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99), the VENDOR acknowledges that for the purpose of this Agreement it will be designated as a 'school official' with 'legitimate educational interests' and will use the data only for the purpose of fulfilling its duties under this Agreement.
- E. Data De-Identification:** VENDOR may use de-identified Data for product development or other internal purposes only. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to: name, ID numbers, date of birth, demographic information, location

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information, and school ID. Furthermore, VENDOR agrees not to attempt to re-identify de-identified Data.

- F. **Data Mining, Marketing and Advertising:** Except as indicated in Section E above, VENDOR is prohibited from mining CLIENT DATA for any purposes other than those agreed to by the parties. **Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Any and all forms of advertisement, directed towards children, parents, guardians, or District Employees will be strictly prohibited unless allowed with express written consent of the District.**
- G. **Modification of Terms of Service:** VENDOR will not change how CLIENT DATA are collected, used, or shared under the terms of this Agreement in any way without advance notice to the CLIENT. This Agreement is the entire agreement between the CLIENT (including all District end users) and the VENDOR. All other agreements or understandings, whether electronic, click-through, verbal or in writing, with District Employees or other End Users shall be null and void.
- H. **Data Sharing:** VENDOR will not share CLIENT DATA with or disclose it to any third party, except to affiliated subcontractors, agents, or third-party service providers of the VENDOR as required to fulfill the purpose of this agreement, without prior specific and informed written consent of the CLIENT, except as required by law.
- I. **Data Storage:** CLIENT DATA will not be stored outside of the United States without prior, specific and informed written consent from the CLIENT.
- J. **Data Deletion:** Upon termination or completion of the Services hereunder and at the request of the CLIENT, VENDOR will delete the CLIENT DATA, provided that VENDOR may maintain archival copies for audit purposes and dispute resolution purposes. If VENDOR maintains archival copies of CLIENT DATA, VENDOR shall remain under the contractual obligations of this agreement regarding the maintenance and use of CLIENT DATA. This Section shall survive the termination of this Agreement.
- K. **Terms, Data Transfer, Survival and Destruction:** The CLIENT may immediately terminate the Agreement if the CLIENT determines the VENDOR has breached this Agreement. The Agreement will automatically terminate at the expiration date. However, the VENDOR's obligations shall survive termination of this Agreement until ALL CLIENT Data has been returned and/or securely removed or destroyed. VENDOR will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the VENDOR may have transferred Data, are destroyed.
- L. **Rights and License:** All goods, products, materials, documents, reports, writings, video images, photographs, papers and intellectual property of any nature including software or computer images prepared by the VENDOR (or subcontractors) for the CLIENT or from CLIENT-provided material will not be disclosed to any other person or entity and remains the property of the CLIENT. All student-produced work remains the property of the CLIENT or that eligible student. The VENDOR has a limited, nonexclusive license to the data described herein solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give VENDOR any rights, implied or otherwise, to CLIENT Data, content, or intellectual property, except as expressly stated in the Agreement, including any right to sell or trade CLIENT Data. VENDOR will not use CLIENT's NAME or CLIENT DATA in any publications, without prior and specific writing authorization from the CLIENT. No part of this clause will prevent the VENDOR from sharing its open educational resources

developed for public distribution on its platform.

- M. **Access:** Except as otherwise expressly prohibited by law, the VENDOR will immediately notify the CLIENT of any subpoenas, warrants, or other legal orders, demands or requests, including Audits, and governmental requests and demands, received by the VENDOR seeking CLIENT Data. If the CLIENT receives a similar request, the VENDOR will promptly provide the CLIENT with a copy of official request and the records or information required by the CLIENT to respond.
- N. **Security Controls and Risk Management:** VENDOR will store and process CLIENT Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to: 1) ensure the security and confidentiality of CLIENT DATA; 2) protect against any anticipated threats or hazards to the security or integrity of CLIENT DATA; 3) protect against unauthorized access to or use of CLIENT DATA that could result in substantial harm or inconvenience to any customer or to any client employee and/or student; and 4) dispose of CLIENT DATA Information in a secure manner.
1. To comply with the safeguard obligations generally described above, VENDOR has (a) designated an employee to coordinate its information security program, (b) identified reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of CLIENT DATA that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such data, and assessed the sufficiency of any safeguards in place to control these risks, and (c) designed and implemented information safeguards to control the risks identified through the risk assessment, and regularly tests or otherwise monitors the effectiveness of safeguards' key controls, systems and procedures.
 2. VENDOR will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. VENDOR will also have a written incident response plan, to include prompt notification of HCPSS in the event of a security or privacy incident, as well as best practices for responding to a breach of PII.
- O. **Data Breaches:** VENDOR shall notify CLIENT in writing as soon as commercially practicable, however no later than forty-eight (48) hours, after VENDOR has either actual or constructive knowledge of a breach which affects the confidentiality, integrity, and/or availability of CLIENT's DATA (an "Incident") unless it is determined by law enforcement that such notification would impede or delay their investigation. VENDOR shall have actual or constructive knowledge of an Incident if VENDOR actually knows there has been an Incident or if VENDOR has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that an Incident has occurred. The notification required by this section shall be made as soon as commercially practicable after the law enforcement agency determines that notification will not impede or compromise the investigation. VENDOR shall cooperate with law enforcement in accordance with applicable law provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. VENDOR shall promptly take appropriate action to mitigate such risk or potential problem at VENDOR's expense. In the event of an Incident, VENDOR shall, at its sole cost and expense, restore the Confidential Information, to as close its original state as practical, including, without limitation any and all Data, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.

- P. **Employee and Subcontractor Qualifications:** VENDOR shall ensure that its employees and all subcontractors who have potential access to CLIENT DATA possess all needed qualifications to comply with the terms of this Agreement. Further, all employees and subcontractors are subject to the same FERPA compliance in relation to the 'school official' designation, and shall be trained that the re-disclosure of PII and/or Confidential Information will violate federal and state laws and may result in criminal and/or civil penalties.
- Q. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of Maryland, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the appropriate Maryland Court. VENDOR will comply with Maryland Education Code ANN. § 4-131, "Operators of School Internet Web sites, Online Services, Online Applications, and Mobile Applications." VENDOR agrees to be bound as an "operator" under the law regardless of the VENDOR's exemptions that may exist in Maryland Education Code ANN. § 4-131(a)(3).
- R. **Compliance:** In addition to complying with FERPA and the Maryland Education Code cited above, the VENDOR shall ensure that its products and services comply with the Federal Protection of Pupil Rights Act (34 CFR Part 98), the Federal Children's Internet Protection Act (47 CFR 54.520), and the Federal Children's Online Privacy and Protection Act (16 CFR Part 312).
- S. **Indemnification:** VENDOR agrees to indemnify and hold harmless the Board of Education of Howard County for any damages or costs, including reasonable attorney's fees, which arise out of any negligence or misconduct by VENDOR, its agents and employees concerning its obligations under the terms of this Data Sharing Agreement.
- T. **Limitation of Liability:** VENDOR shall be liable for any and all damages, costs and attorneys' fees which CLIENT may incur as a result of any claims, suits and judgments against CLIENT which arise out of any breach of this Agreement of the VENDOR, its employees, servants, representatives or agents under the term of this Agreement.
- U. **Monitoring:** VENDOR agrees to allow CLIENT the ability to audit VENDOR's use of CLIENT DATA to ensure compliance with the terms of the Agreements.

Signatures are on the next page.

CLIENT:

By:

Signature

Printed Name

Title

Date

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

VENDOR:

By:

Signature

Printed Name

Title

Date

Vendor Name

Address

City, State

Zip Code