

**ADDENDUM NO. 6**

**June 27, 2023**

RE: **Bid #116.23.B6**, RFP – Cloud Based Adapted Reading Program

FROM: **Purchasing Office  
Howard County Public Schools  
10910 Clarksville Pike  
Ellicott City, MD 21042  
(410) 313-6723  
(410) 313-6789 fax**

TO: APPROVED PROSPECTIVE BIDDERS

This addendum forms a part of the Contract Documents and modifies the Original Bidding Documents as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Price Sheet/Form of Proposal. Failure to do so may subject the Bidder to disqualification. This Addendum consists of three (3) pages.

**A.** The above referenced solicitation is hereby amended as follows. Language being added is bolded with double underlines, like this: **bolded with double underlines**. Language being deleted has a double strikethrough like this: ~~double strikethrough~~.

1. RFP Proposal Due date  
~~June 27~~ **July 7**, 2023 at 11:00 AM.

**B.** Questions and Answers.

1. Signature Page, Page 1; Section 1.3(a), Page 7; Section 1.14, Exceptions, Page 9; Section 1.16, Signing of Forms, Page 10; Section 2.2, Contract Documents, Page 12; Section 5.1(c), Transmittal Letter, Page 26; Appendix C.1, Section A(1), Page 48; Appendix E – Standard Contract, Article II – Terms and Conditions, Page 53: Contractor requests that these clarifications and exceptions be incorporated into its proposal and into any resulting agreement between the parties.

**Response:** All changes to the RFP will be done by HCPSS Addendums.

2. Section 1.7, Confidentiality, Page 8; Section 2.20, Access to Public Records Act Notice, Pages 17-18: Contractor wishes to clarify that, due to the sensitive nature of certain information required under the RFP, information marked as confidential will not be included in submittals available for public inspection.

**Response:** HCPSS agrees.

3. Section 1.9(a), Page 8; Section 2.7, Subcontracting or Assignment, Page 13: Contractor wishes to clarify that “subcontractors” for the purposes of this RFP and any potential agreement do not include Contractor’s cloud hosting provider and other vendors used in the ordinary course of business who perform technology and software development and maintenance services on Contractor’s internal systems under Contractor’s supervision who do not have access to Client Data.

**Response:** HCPSS accepts this

4. Section 2.5, Billing and Payment, Page 13: Contractor wishes to clarify that when products purchased include annual subscriptions to hosted software solutions, payments will be made in advance, which is standard in the ordinary course of business.

**Response:** HCPSS accepts this.

5. Section 2.8, Changes, Alterations or Modifications in the Services, Pages 13-14: Contractor wishes to clarify that, as part of its standard pricing model offered, Contractor offers volume-based pricing. In accordance with this pricing model, a change in the quantity of products purchased may result in a change in pricing for such products.

**Response:** If a recommendation for an award is made to a Contractor, HCPSS will follow the terms of the vendors approved cost proposal.

6. Section 2.10, Price Adjustments, Page 14; Section 2.11(d), Termination for Convenience, Page 15: Contractor wishes to clarify that, due to legal and contractual obligations that require Contractor to charge its customers the same prices for the same products when purchased in the same quantities and under the same terms, costs are determined by the applicable price quote. Should HCPSS be unsatisfied with the products and/or services provided, the contract may be terminated upon written request, and a pro-rata refund will be issued.

**Response:** HCPSS does not accept this. If a recommendation for an award is made to a Contractor, HCPSS will follow the terms of the vendors approved cost proposal.

7. Section 2.18, Cooperative Purchasing Clause, Page 17: Contractor wishes to clarify that the agreement may be extended to those entities purchasing the same products directly from Contractor under the same terms and in the same quantities as offered under the agreement.

**Response:** All pricing terms will be followed in the cost proposal if recommended for award.

8. Section 2.25, Criminal History Background Checks, Page 19; Appendix F, Pages 55-56: Contractor wishes to clarify that all employees, agents or representatives who will be performing work on HCPSS school grounds may be subject to a criminal history background check by HCPSS. Contractor further wishes to clarify that it will not have direct contact with minors under the agreement.

**Response:** Criminal background checks are required for anyone who has contact with students.

9. Section 2.29, Indemnification, Page 20; Appendix H, Indemnification, Page 63: Contractor wishes to clarify that indemnification will be limited to third party claims, as claims between the parties will be addressed under other areas of the contract.

**Response:** HCPSS accepts this statement.

10. Appendix B, Section G, Modification of Terms of Service, Page 43: Contractor wishes to clarify that it will not materially change how Client Data is collected, used or shared under the agreement without advance notice to HCPSS.

**Response:** HCPSS accepts this statement.

12. Appendix H, Sections 1.1-1.2, Page 61: Contractor wishes to clarify that, since its insurance policies are hundreds of pages long, Contractor will send copies of the declaration pages of the required insurance policies upon request.

**Response:** HCPSS accepts this statement.

11. Section (2), Data Protection and Controls, Item (B)13 and Item (B)18, last sentence: Savvas will provide summary information and respond to District questions upon request regarding its internal policies and procedures and vulnerability testing but cannot provide the District will full access to such documentation due to its proprietary nature.

**Response:** HCPSS accepts this.

12. Section (4), Security Plan: Due to the secure nature of its Security Plan, Savvas will provide a summary upon written request from the District.

**Response:** HCPSS accepts this.

13. Section (5), Security Incident Response, subsection (A); also, Section (6), Data Breach Responsibilities, subsection (A)1: Savvas will notify the District of a confirmed data breach as soon as reasonably practicable or in accordance with relevant state law. Section (6), Data Breach Responsibilities, subsection (B)1: Savvas reserve the right to review any additional security requirements not included in the District's RFP before being subject to such requirements.

**Response:** HCPSS accept this.

14. Section (6), Data Breach Responsibilities, subsection (B)3, last sentence: In the event of award, Savvas will ensure that its subprocessors' processes and procedures are consistent with those required of Savvas under a resulting agreement.

**Response:** HCPSS accepts this.