

## Mecklenburg County Public Schools

Post Office Box 190 · 175 Mayfield Drive · Boydton, Virginia 23917

Phone: (434) 738-6111 Fax: (434) 738-6679

Mr. Paul Nichols Division Superintendent

Paula Giammatteo Clerk SCHOOL BOARD MEMBERS
Gavin Honeycutt
Chairman
Dora Garner
Vice Chairman
Brent Richey
Gloria Smith
Wanda Bailey
Lindell Palmer
Rob Campbell
Ricky Allgood
Glenn Edwards

April 13, 2021

#### To All Interested Parties:

Please find attached hereto our **Request for Proposal (RFP) 2021-1 –STUDENT INFORMATION SYSTEM.** Please read carefully the information contained herein.

Due to the COVID-19 Pandemic the District has the following requirements for submitting your response:

- RFP responses are to be submitted electronically exclusively via email to Brook Hatcher, <u>bhatcher@mcpsweb.orfg</u>; with SIS PROPOSAL – RFP-2021-1 in the subject line of the email. RFP responses must be submitted no later than April 28, 2021 at 4:00 PM EST.
- Hard copies and responses submitted via mail, facsimile, and telephone will not be accepted.
- During the pandemic, please disregard references to bid mailing instructions, submitting duplicate copies
  of bid/RFP, and envelope/envelope template requirements within these bid documents.

All requests for clarification or questions regarding this RFP should be sent via email to <a href="mailto:bhatcher@mcpsweb.org">bhatcher@mcpsweb.org</a> and must be received no later than April 20, 2021 at 4:00 PM EST. If necessary, an addendum will be posted on eVA (www.eva.virginia.gov) as well as the Mecklenburg County Public Schools' website (www.mcpsweb.org.com).

Vendor is encouraged to check eVA or the District's website daily up to 48 hours prior to proposal closing to check and secure any addenda. Receipt of addenda must be acknowledged on the letter of transmittal.

If you have any questions you may contact Brook Hatcher, Buyer via email at <a href="mailto:bhatcher@mcpsweb.org">bhatcher@mcpsweb.org</a>

Sincerely,

Brook D. Hatcher, Director of Technology

## **Mecklenburg County Public Schools** ~ Vendor MUST complete and return this form with proposal response. ~ **LETTER OF TRANSMITTAL**

## **EQUIPMENT AND SUPPLIES / CONTRACTED SERVICES**

\*\*\*THIS FORM MUST BE SIGNED BELOW AND RETURNED IN THE PROPOSAL TO BE CONSIDERED A VALID OFFER\*\*\*

Issue Date:	April 13, 2021	PROPOSAL No.	01-2021
Title:	Student Information System		
Issued By:	Brook Hatcher, Director of Technology Mecklenburg County Public		
	Schools	Closing Date:	April 28, 2021
	175 Mayfield Drive Boydton, Virginia 23917 (Phone) 434-738-6111 bhatcher@mcpsweb.org	Closing Time:	4:00 PM, EST
	ceived via Email until <b>4:00 PM, April 28, 2021</b> Indum will be posted on Mecklenburg County F		
undersigned offers, is correct and that r debarred or otherwi Virginia, or any loca agent of any persor	this request for proposals and to all the condition and agrees to furnish services requested in the neither the firm nor any person(s) connected with seed eclared ineligible by any agency of the fedulity in the State of Virginia, from contracting to an or entity that is currently so debarred.  COMPLETED AND SIGNED BY AN AUTHORIZED LESS of Vendor:	e solicitation. I hereby cert th the firm as a principal o eral, state and/or local gov provide the goods and/or s	ify that the information supplied herein rofficer, to my knowledge, is not vernment, the Commonwealth of services requested herein, nor is it an
(Vendor Name)		Date:	
,		Signature:	
(Street Address)		`	sign in ink)
(City)		Name: (Please print	signer's name)
(State)	(Zip Code)	Title:	_
Phone:		Fax:	
FEI #:		DUNS #:	
E-Mail Address:		Vendor Website:	

(Initial above for each addendum received)

Acknowledge receipt of Addendum #1 \_\_\_\_ #2 \_\_\_ #3 \_\_\_ #4 \_\_\_ #5 \_\_\_

# VENDOR'S AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH PLEASE COMPLETE AND RETURN WITH RESPONSE

To the extent the Contractor is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership; such entity shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity by the State Corporation Commission. Any such business entity shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the term of this contract. The Owner may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of Virginia Code Section 2.2-4311.2.

Any bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

State Corporation Commission Identification No.:
or
Describe why the bidder or offeror is not required to be authorized by the State Corporation Commission:

#### **PART 1: PROJECT BACKGROUND**

#### 1.1 INTRODUCTION

Mecklenburg County Public Schools (hereafter known as the District) seeks proposals from qualified firms that have demonstrated competence and possess the ability and experience necessary to provide a Hosted Student Information System.

Student Information System, which includes but is not limited to:

- Teacher Professional Learning and Blended Learning
- Online/Virtual Classroom that incorporates Google and Google Classroom Learning Management System
- Learning Framework for students
- Gradebooks and Evaluations
- Targeted learning support for students to include badges and evidence collected
- Student Portfolios with Badges
- Student Portal
- Parent Portal
- Online Enrollment
- Online payments
- Data preparation, reporting and configuration
- Human Resource Management
- School Financial Software
- Special Education IEP Management System
- Career and Technical Education Competency Solution

Approximate Number of Students: 4,200. Approximate Number of Teachers: 500.

Through this Request for Proposal (RFP), the District is seeking to establish a one (1) year term contract with the option to renew for four (4) additional one year periods through competitive negotiations with one (1) or more qualified vendors. Mecklenburg County Public Schools reserves the right to negotiate services and pricing with the successful vendor(s). This agreement may be renewed for an additional five (5) one-year periods by agreement of both parties at least ninety (90) days prior to expiration of the current Term. Terms and pricing beyond the initial 5-year term must be negotiated and approved by both parties.

## 1.2 BACKGROUND

The District is located rurally in south central Virginia, with approximately 4,200 students and 800 employees in 8 schools and 1 support building. The District is committed to providing excellence in education for the children of Mecklenburg. The District has two (2) high schools, two (2) middle schools and four (4) elementary schools.

During the pandemic, please disregard references to bid mailing instructions, submitting duplicate copies of bid/RFP, and envelope/envelope template requirements within these bid documents.

#### PART 2: GENERAL TERMS AND CONDITIONS

#### 2.1 ANTI-DISCRIMINATION

By submitting their proposals, Vendors certify to the District that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in A and B below apply:

- A. During the performance of this contract, the Contractor agrees as follows:
  - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- B. The Contractor will include the provisions of "A" above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

## 2.2 ETHICS IN PUBLIC CONTRACTING (SEC 2.2-4367 ET SEQ. CODE OF VIRGINIA):

By submitting their proposals, Vendors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Vendor, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

#### 2.3 IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their proposals, Vendors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

The Federal Immigration Reform and Control Act makes it unlawful for a person or other entity to hire, recruit, or refer for a fee for employment in the United States, an alien, knowing the alien is unauthorized to work in the United States. Section 40.1-11.1 of the Code of Virginia makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. These laws place an affirmative duty on employers to ensure that aliens have proof of eligibility for employment. In addition, Section 2.2-4311.1 of the Code of Virginia requires that contractors do not and shall not during the performance of the contract for goods and services in the Commonwealth knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986. The District requires a completed Certificate of Compliance with Immigration Laws and Regulations. This certificate shall be attached to the contract document (ATTACHMENT B).

#### 2.4 CERTIFICATE OF COMPLIANCE

Code of Virginia § 22.1-296.1 requires that prior to awarding a contract, the contractor and the contractor's employees who may be in direct contact with students in the performance of the contract certify whether the contractor and the contractor's employees have been convicted of any violent felony set forth in the definition of barrier crime in subsection A of § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.

Mecklenburg County Public Schools requires a completed Certificate of Compliance. This certificate shall be attached to the contract document (ATTACHMENT A).

#### 2.5 DEBARMENT AND PROHIBITED CONTRACTS

#### **DEBARMENT STATUS**

By submitting their proposals, Vendors certify that they are not currently debarred by the Commonwealth of Virginia, or any locality in the state of Virginia, from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred. Vendors under debarment should attach documentation explaining the circumstances and nature of the debarment.

#### 2.6 ANTITRUST

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the District all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the District under said Contract.

#### 2.7 REQUIRED FORMAT AND TERMS AND CONDITIONS

Failure to submit a proposal utilizing the format provided in Part 5 of this RFP may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the

solicitation may be cause for rejection of the proposal; however, the District reserves the right to decide, on a case-by-case basis, at its sole discretion, whether to reject such a proposal.

#### 2.8 PRECEDENCE OF TERMS

In the event there is a conflict between the other Required General Terms and Conditions and any Special Conditions in this solicitation, the Special Conditions shall apply.

#### 2.9 CLARIFICATION OF TERMS

If any prospective Vendor has questions about the specifications or other solicitation documents, the prospective Vendor should contact the buyer whose name appears on the face of the solicitation no later than April 20, 2021 at 4:00 PM EST. Any revisions to the solicitation will be made only by addendum issued by the District's Superintendent.

#### 2.10 QUALIFICATIONS OF VENDORS

The District may make such reasonable investigations as deemed proper and necessary to determine the ability of the Vendor to perform the services and/or furnish the goods required, and the Vendor shall furnish to the District all such information and data for this purpose as may be requested. The District reserves the right to inspect vendor's physical facilities prior to award to satisfy questions regarding the Vendor's capabilities. The District further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Vendor fails to satisfy the District that such Vendor is properly qualified to carry out the obligations of the contract and to provide the services and furnish the goods contemplated therein.

#### 2.11 ASSIGNMENT OF CONTRACT

A contract shall not be assigned by the Contractor in whole or part without the written consent of the District.

#### 2.12 DEFAULT

In case of failure to deliver goods and/or services in accordance with the contract terms and conditions, the District, after due written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchases and administrative costs. This remedy shall be in addition to any other remedies that the District may have. Any contractor judged non-responsive or in default will be removed from the Mecklenburg County Public Schools bidders' list for a minimum of one year or one bid cycle, whichever is longer. If reinstatement to the bidders' list is possible, reinstatement can only occur after a meeting between the contractor and a representative of the Mecklenburg County Public Schools Purchasing Department in which the contractor supplies appropriate documentation that the original problem resulting in debarment has been corrected.

#### 2.13 CHANGES TO THE CONTRACT

Changes can be made to the contract in any of the following ways:

A. The parties may agree in writing to modify the scope and terms of the contract only in an agreement signed by the parties. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as part of their written agreement to modify the scope of the contract and must accord with the requirements of § 2.2-4363 of the

Code of Virginia.

- B. The District may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of installation. The Contractor shall comply with the notice upon receipt of the written approval of the District. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the District a credit for any savings. Said compensation shall be determined by one of the following methods:
- 1. By mutual agreement between the parties in writing; or
- 2. By agreeing upon a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the District's Purchasing Department right to audit the Contractor's records and/or to determine the correct number of units independently; or
- 3. By ordering the Contractor to proceed with the work and keep record of all costs incurred and savings realized. A markup of overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the District's Purchasing Department with all vouchers and records of expenses incurred and savings realized. The District's Purchasing Department shall have the right to audit the records of the Contractor, as it deems necessary to determine the cost or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the District's Purchasing Department within thirty (30) days from the date of receipt of written order from the District's Purchasing Department.

#### 2.14 TERMINATIONS

#### A. Termination for Cause

If the Contractor should breach the contract or fail to perform the services required by the contract, the District may terminate the contract for cause by giving thirty (30) days written notice or may give the Contractor a stated period of time within which to remedy its breach of contract. If the Contractor shall fail to remedy the breach within the time allotted by the District, the contract may be terminated by the District at any time thereafter upon written notice to the Contractor or, in the alternative, the District may give such extension of time to remedy the breach as the District determines to be in its best interest. The District's forbearance by not terminating the contract for a breach of contract shall not constitute a waiver of the District's right to terminate nor acquiescence in future act or omissions by the Contractor of a like nature. If the contract is terminated for cause, breach of contract or failure to perform, the Contractor may be subject to a claim by the District for the costs and expenses incurred in securing a replacement Contractor to fulfill the obligations of the contract.

#### B. Termination for Convenience

The contract may be terminated by the District in whole or in part for the convenience of the District without a breach of contract by delivering to the Contractor a written notice of termination specifying the extent to which performance under the contract is terminated and the effective date of the termination. Such notification shall be with a minimum of sixty (60) days' notice. Upon receipt of such a notice of termination, the Contractor must stop work,

including but not limited to work performed by subcontractors and consultants, at such time and to the extent specified in the notice of termination. If the contract is terminated in whole or in part for the convenience of the District, the Contractor shall be entitled to those fees earned for work done prior to the notice of termination and thereafter shall be entitled to any fees earned for work not terminated, but shall not be entitled to lost profits for the portions of the contract which were terminated. The Contractor will be compensated for reasonable costs or expenses arising out of the termination for the convenience of the District for delivery to the District of all products of the services for which the Contractor has or will receive compensation.

#### C. Delivery of Materials

Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver to the District all products and services for which the Contractor has been or will be compensated. Unless otherwise agreed to in writing, the Contractor shall deliver the materials to the District within 30 days of the Notice of Termination of the Contract. Failure to do so may result in action for "breach of contract", "failure to perform", or specific performance of the contract.

## D. Compensation Due the Contractor

Upon such termination, the Contractor shall be entitled to the compensation accrued to the date of termination. Payment of the balance of the accrued compensation shall be dependent on the Contractor providing the required project material to the District. Said fees which have been earned shall be billed to the District in accordance with the normal billing process, but in no case later than 60 days after the last work is performed. Any termination by the District for default, found by a court of competent jurisdiction not to have been justified as a termination for default, shall be deemed a termination for the convenience of the District.

The Contractor shall submit invoices for all such amounts in accordance with the normal billing process, but in no event later than 60 days after all services are performed. All amounts invoiced are subject to deductions for amounts previously paid. All payments due the Contractor under this contract are subject to appropriation by the District.

#### **2.15 TAXES**

Sales to the District are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes.

#### 2.16 INSURANCE

By signing and submitting a proposal under this solicitation, the Vendor certifies that if awarded the contract, it will furnish a Certificate of Insurance(s) showing Mecklenburg County Public Schools as additional insured and certifying the following minimum insurance coverage is in effect at the time the contract is awarded, and will continue to submit subsequent certifications upon policy renewals. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Vendor further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission and has an A- or better A.M.

Best rating.

#### **INSURANCE COVERAGE AND LIMITS REQUIRED:**

#### **Minimum Limits**

- A. Workers' Compensation Statutory limits, statutory requirements and benefits require that the District be added as an additional named insured party on Vendor's policy. (Including coverage under United States Longshoremen's and Harbor Workers Act, where applicable).
- B. Employer's Liability \$500,000
- C. Commercial General (Public) Liability \$1,000,000 Combined single limit. Commercial General Liability is to include Premises/Operations Liability Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The District must be named as an additional insured and receive the endorsements to the required policies.
- D. Automobile Liability \$1,000,000 Combined Single Limit. The District must be named as an additional insured and receive the endorsements to the required policies.
- E. Professional Liability/Errors and Omissions Coverage \$1,000,000 per occurrence, \$1,000,000 aggregate.

#### 2.17 MINORITY BUSINESS ENTERPRISE UTILIZATION

It is the policy of the District to contribute to the establishment, preservation, and strengthening of minority businesses (as defined by the *Code of Virginia*, Section 2. 1-64.32:1), small businesses, and women-owned businesses. Towards that end, the District encourages Contractors to provide for the participation of minority businesses, small businesses, and businesses owned by women through partnerships, joint ventures, subcontracts, and other contractual opportunities.

#### 2.18 DRUG-FREE WORKPLACE

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provision will be binding upon each subcontractor or vendor. For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

#### 2.19 ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a contract as a result of this solicitation. The District will publicly post such notice on the District's website (mcpsweb.org)

under the Bids and RFP's Awarded Bids' section.

Vendors not having access to the Internet should contact the District's Technology Department and request that a copy of the Award Letter be provided through U.S. mail.

#### 2.20 APPLICABLE LAWS AND COURTS

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of Mecklenburg County, VA. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations, as well as School Board Policy.

#### 2.21 USE OF BRAND NAMES

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Vendors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article that the District, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Vendor is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the District to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the Vendor clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.

## 2.22 TESTING AND INSPECTION

The District reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

#### 2.23 DISPUTE RESOLUTION

Any claim or breach against the District must be reported to the District within the time limits set forth in § 2.2-4363 of the *Code of Virginia*. The District will respond in writing within 30 days.

#### 2.24 ISSUING AGENT

The District's Technology Department is issuing this RFP. Vendors are specifically directed NOT to contact any District personnel, other than specified personnel identified in this RFP, for meetings, conferences or technical discussions that are related to the RFP. Unauthorized contact of any District personnel may be cause for rejection of the Vendor's RFP response. All communications regarding this RFP process should be directed to: Brook Hatcher, MCPS, Director of Technology, (434) 738-6111 ext. 21014, Email: <a href="mailto:bhatcher@mcpsweb.org">bhatcher@mcpsweb.org</a>.

#### 2.25 SUBMISSION REQUIREMENTS

To facilitate evaluation of proposals vendors must follow the outline in Part 5 of this proposal. Failure to follow these directions may disqualify your proposal from being considered.

#### 2.26 PROPOSAL COSTS

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the District to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, providing additional information when requested by the District or for participating in any selection interviews.

#### 2.27 ACCEPTANCE

Submission of any proposal indicates a Vendor's acceptance of the conditions contained in this RFP in addition to or any Addenda issued by the District's Technology Department unless clearly and specifically noted otherwise by the Vendor. Any such notice, however, may result in the Vendor being declared non-responsive.

#### 2.28 ADDITIONAL INFORMATION

The District reserves the right to ask any Vendor to submit information missing from its proposal, to clarify its proposal, and to submit additional information which the District deems desirable. Further, the District reserves the right to order items from State Contracts or other competitively negotiated contracts such as US Communities contracts if it is deemed in the best interest of the District.

#### 2.29 ADVERTISING

In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the District will be used in product literature or advertising without permission from the Director of Purchasing. The Contractor shall not state in any of its advertising or product literature that the District has purchased or uses its products or services.

#### 2.30 HOLD HARMLESS CLAUSE

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the District, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Vendor agrees that this clause shall include claims involving infringement of patent or copyright.

#### 2.31 WORKMANSHIP, AND INSPECTION AND SUBCONTRACTORS

All work under the resulting contract shall be performed in a skillful and workmanlike manner. If subcontractors are part of the proposal, these organizations and individuals should be clearly identified. The District must approve all subcontractors. The District may, in writing, require the Contractor to remove any subcontractor employee or subcontractor employee from the contract that the District deems inappropriate for contract performance.

#### 2.32 CONFIDENTIAL MATTERS

All data and information gathered by the Vendor and its agents, including this RFP and all reports, recommendations, specifications, and data shall be treated by the Vendor and its agents as confidential. The Vendor and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the District. The District recognizes that some of the material received from the Vendors may be proprietary and agrees not to disclose or communicate any material so marked outside of that disclosure or communication needed to fulfill the normal business of the District or that which is mandated under statute/administrative code. It is solely the Vendor's responsibility to clearly identify proprietary information as such. The Vendor must be able to document the basis for information being marked as proprietary, and may not submit proposals in which the entire document is marked proprietary. (See ATTACHMENT C)

#### 2.33 FUND-OUT CLAUSE

Failure of the School Board to fund or Board of Supervisors to appropriate funds in any year for payment in full required by this contract or any other provisions herein during the term of the contract shall terminate this contract and render it null and void, without any further liability on the part of the District of any kind whatsoever, except for its obligation to maintain the product described and to surrender possession of the same to the seller. This contract shall not constitute a debt of the County of Mecklenburg or the District, within the meaning of any limitations or indebtedness of the District or the County of Mecklenburg, under the constitution or laws of the Commonwealth of Virginia.

#### 2.34 SEVERABILITY

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

#### 2.35 LICENSE REQUIREMENT

All firms doing business with the District are required to be properly licensed in accordance with the Commonwealth of Virginia.

#### 2.36 PAYMENT OF TAXES

All Contractors located or owning property in Mecklenburg County shall assure that all real estate and personal property taxes are paid.

#### 2.37 RETENTION OF VENDOR MATERIAL

The District reserves the right to retain all proposals, excluding proprietary documentation, regardless of which response is selected. No proposals will be sent back to Vendors.

#### 2.38 PRODUCT SUBSTITUTION

During the term of any contract resulting from this solicitation, the Vendor is not authorized to substitute any item for that product, services and/or software identified in the solicitation without the prior written consent of the District.

#### 2.39 OWNERSHIP OF INTELLECTUAL PROPERTY

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the District. On request, the Contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the District to evidence the District's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

#### 2.40 CONFIDENTIAL INFORMATION

During the term of the contract, the Vendor shall respect the privacy of all confidential data, information, and other such matters entrusted to it in the course of its performance of the services requested herein. At the conclusion of the term of the contract, or upon termination thereof, the Vendor shall return to the District all such confidential data, information, and other such matters belonging to the District in the original format, unless otherwise requested by an authorized representative of the District, and further agrees not to release such information without the express written permission of the District.

#### 2.41 WARRANTY

To the extent feasible, the Vendor warrants that all services will be rendered in a safe, professional, and consistent manner for the length of the contract. Minimum warranty requirements are included in subsequent sections of this RFP.

#### 2.42 PAYMENTS

- A. Payment of invoices will be certified promptly for items received in accordance with specifications and contract terms.
- B. Payment shall not preclude Mecklenburg County Public Schools from making a claim for adjustment on any item later found not to have been in accordance with General Conditions, Special Conditions, and Specifications of RFP.
- C. Partial payments against a total order will be made upon presentation of a properly executed invoice and in accordance with Mecklenburg County Public Schools' accounting procedures and the executed contract.
- D. Finance charges, if incurred, can only be assessed at a rate not to exceed one percent (1%) per month or as mandated by the Virginia Public Procurement Act, Section 2.2-4352.
- E. On any contract \$100,000 or greater, the contractor must submit within fourteen (14) days after the acceptance of the contract a schedule of values allocated to the various tasks to be performed. This schedule will be used as a basis for the calculation of progress payments.
- F. Progress payments will be made upon presentation of a contractor's invoice and certification by Mecklenburg County Public Schools' personnel.

## 2.43 INTERNET ACCESS

IFBs/RFPs may be viewed and downloaded by accessing our webpage at mcpsweb.org and

clicking on "Current Bids" and on eVA, Virginia's eProcurement Marketplace at www.eva.virginia.gov

#### INSPECTION OF RECORDS

The successful vendor / contractor shall maintain, during the course of the work / contract, and retain, not less than five (5) years after final payment for completion thereof, complete and accurate records of all costs chargeable to Mecklenburg County Public Schools regarding any work or contract awarded. Additionally, Mecklenburg County Public Schools, or its authorized agents, shall have the right, at any reasonable time, to inspect and audit those records. The records to be maintained and retained by the work / contract shall include, without limitation, all payroll records accounting for the total time distribution of the contractor's employees working full or part time on the work (to permit tracing to payrolls and related tax returns) as well as canceled checks or signed receipts for payroll payments in cash; invoices for purchases, receiving and issuing documents, and all other unit-inventory records for the contractor's stores stock or capital items; and paid invoices and canceled checks for material purchased and for the subcontractor's and any other third-parties' charges.

#### 2.44 FAITH BASED STATEMENT

Mecklenburg County Public Schools does not discriminate against "Faith-Based Organizations" as that term is defined in VA. Code § 2.2-4343.1(b) of the Virginia Public Procurement Act.

#### 2.45 CHANGES IN TECHNOLOGY

Due to technological advances and changes in the industry, new goods and services may become available during the life of the subsequent contract. Therefore, the District reserves the right to add additional goods or services as technological advances occur and new services become available. Such an increase in goods and services must remain within the scope and type of work specified herein. Increases in goods or services which do not strictly conform to the intent of this RFP shall not be allowed.

Due to changes in technology or the market, periodic model changes may be required. The Contractor shall promptly notify the District of any market changes that affect the availability of any given item specified herein or in the resultant contract.

The contract shall be modified to incorporate any changes in goods or services to be provided by the Contractor. All modifications to this contract will be made by mutual agreement, in writing, by the District and the Contractor.

#### 2.46 NON-BILLABLE SERVICES

The District will not be responsible for any travel related expenses, Contractor's administrative or technical support work, costs to train and/or certify Contractor's staff, or any other charges not expressly part of the resultant contract.

#### 2.47 FEDERAL COMMUNICATIONS COMMISSION

Equipment requiring FCC registration or approval shall have received such approval and shall be appropriately identified.

#### 2.48 COMPETITIVE NEGOTIATION PROCESS

This procurement involves a negotiated contract for Nonprofessional services as defined in § 2.2-4301 of the Virginia Public Procurement Act. It is anticipated that, once the District identifies two or more viable vendors, after demonstrations and other evaluative processes, competitive negotiations will take place with the vendors on costs of implementation services as well as other items. The District will consider all cost and proposal elements to be negotiable and not artificially constrained by the internal corporate policies of vendors. Firms that contend that they lack flexibility because of the firm's corporate policy on a particular negotiation item will face a significant disadvantage and may not be elevated to the final negotiation phase.

#### 2.49 FORCE MAJEURE

Vendors shall not be in breach of this contract as long as its default was due to causes beyond the reasonable control of and occurred without any fault or negligence on the part of both the vendor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of Mecklenburg County Public Schools in its sovereign capacity, fires, floods, hurricanes, epidemics, strikes, or freight embargoes. The vendor shall provide Mecklenburg County Public Schools with prompt written notice of the nature and extent of any such force majeure condition as soon as practicable in the event that any such delay or failure in performance occurs and keep the Division apprised of developments and mitigation effort with respect thereto. The vendor must also provide a contingency plan for such events.

#### **2.50** Student Data and Privacy Agreement

During the term of the Contract the Vendor will have access to student data. As a condition of awarding a Contract for the provision of Work that requires the Vendor to have access to the student data the Vendor is required to sign the Student Data Usage and Privacy Agreement (ATTACHMENT D).

#### PART 3: GUIDELINES AND SPECIAL CONDITIONS

#### 3.1 GUIDELINES: By virtue of submitting a proposal, interested parties are acknowledging:

- A. Proposals and pricing must be submitted as per the specifications contained in this RFP.
- B. The District reserves the right to reject any or all proposals if it determines that proposals are not responsive to the RFP or if the proposals themselves are judged not to be in the best interest of the District. The District also reserves the right to meet with vendors at any time to gather additional information. Furthermore, the District reserves the right to delete or add products and/or services up until the final contract signing.
- C. This procurement involves a negotiated contract for non-professional services as defined in § 2.2-4301 of the Virginia Public Procurement Act. It is anticipated that, once the District identifies two (2) or more viable vendors, after demonstrations and other evaluative processes, competitive negotiations will take place with the vendors. The District will consider all cost and proposal elements to be negotiable and not artificially constrained by the internal corporate policies of vendors. Vendors that contend that they lack flexibility because of the vendor's corporate policy on a particular negotiation item will face a significant disadvantage and may not be elevated to the final negotiation phase. The District may then request a Best and Final Offer (BAFO) and/or make a recommendation for award.
- D. All vendors submitting proposals agree that their terms are valid for one (1) year after proposal submission to the District.
- E. All vendors hereby certify that they have carefully examined all of the documents for the project, have carefully and thoroughly reviewed this RFP, and understand the nature and scope of the work to be done; and that their submittal is based upon the terms, specifications, requirements, and conditions of the RFP. The Vendor further agrees that the performance time specified is a reasonable timeframe, having carefully considered the nature and scope of the project as aforesaid.
- F. All questions should be submitted to Brook Hatcher at <a href="mailto:bhatcher@mcpsweb.org">bhatcher@mcpsweb.org</a> no later than April 20, 2021 at 4:00 PM. All questions requiring clarification to the specifications will be answered to the extent possible in the form of addendum. The addendum will be published on the District's website (mcpsweb.org). Any oral responses are not official. The Vendor is encouraged to check the District's website daily up to 48 hours prior to the proposal closing to check and secure any addendum.
- G. This solicitation is subject to the provisions of the District's purchasing procedures as well as the Virginia Public Procurement Act, which are hereby incorporated into this RFP by reference.
- H. The District is not responsible for any errors or ambiguities associated with the analysis of the Vendor's proposal.
- I. It is the intent of the District for the successful Vendors' proposal, any additional information requested, and negotiated changes to be incorporated by reference into this agreement.

- J. At its sole discretion, the District reserves the right to accept or reject any decrease in the prices offered by the successful vendor, as long as all conditions, specifications, etc. remain unchanged, and at any time during the contract period, if determined that it is in the best interest of the District.
- K. The vendor's proposal shall be signed by an authorized representative of the firm making submission. All information requested shall be submitted. Failure to submit all information required may result in the vendor's proposal being rejected or a lowered evaluation of the proposal. Proposals shall be prepared to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis will be placed on completeness and clarity of content.
- L. Follow the format in **Part 5** of this RFP to provide required information. Failure to use this format may result in the vendor not being considered.

#### 3.2 CONTRACT

A. The contract established by the awarding of this RFP will be established by School Board approval, Letter of Intent, Purchase Order, or Formal Written Contract, whichever occurs first. The contract will incorporate the terms and conditions described in this RFP.

#### 3.3 CONTRACT TERM

The contract term will commence upon award for a one year engagement. The contract may be extended upon mutual agreement of both parties for four (4) additional one-year periods with no change in pricing. This agreement may be renewed for an additional five (5) one-year periods by agreement of both parties at least ninety (90) days prior to expiration of the current Term. Terms and pricing beyond the initial 5-year term must be negotiated and approved by both parties.

#### 3.4 DELIVERY LOCATION

Mecklenburg County Public Schools 175 Mayfield Drive Boydton, VA 23927

## 3.5 CONTACT PERSON - PRE-AWARD

Brook Hatcher, Director of Technology

Telephone: (434)738-6111 Email: <a href="mailto:bhatcher@mcpsweb.org">bhatcher@mcpsweb.org</a>

#### 3.6 CONTACT PERSON - POST AWARD

Brook Hatcher, Director of Technology Email: bhatcher@mcpsweb.org

### 3.7 QUANTITY

Quantities indicated in the RFP are not guarantees, but our intention is to purchase the products

and services listed to meet the specified requirements.

#### 3.8 INSURANCE CERTIFICATE

The successful vendor will be required to provide a valid Certificate of Insurance, within ten (10) days of receipt of the Intent to Award letter, acceptable to the District, and must meet the requirements set forth in the General Conditions of RFP contained herein. **No work may commence until a certificate is provided.** The District must be listed as an **additionally named insured party** with respect to the scope of this RFP.

#### 3.9 REFERENCES

The successful vendor will be required to show evidence to substantiate the ability to perform and execute a contract of this type and magnitude. Since references will be used as criteria for evaluation of this RFP, the vendor will be required to provide complete information as requested in the "Vendor's Response" Part 5 of this RFP. No less than three (3) references will be acceptable. References should be of similar size and scope; K-12 References required.

#### 3.10 CANCELLATION OF PROJECT / PRODUCT

The District reserves the right to cancel any and all contracts let by this RFP, at any time, for either poor or non-performance of the successful vendor.

#### **3.11 TERMS**

Terms for prompt payment will be considered in the evaluation and award of this RFP. However, any terms quoted for a period of **less than thirty (30) days will not be considered.** 

#### 3.12 INTENT OF AWARD

The award of any contract shall be at the sole discretion of the District. The award shall be based upon the evaluation of all information submitted, and any subsequent information required or solicited that may be necessary in clarifying or understanding information provided by the vendor in their proposal and the criteria established.

#### 3.13 FUNDING OUT CLAUSE

Failure of the School Board to fund or Board of Supervisors of Mecklenburg to appropriate funds in any year for payment in full of the payments required by this contract or any other provisions herein during the term of the contract shall terminate this contract and render it null and void, without any further liability on the part of the school system or the city of any kind whatsoever, except for its obligation to maintain the product described and to surrender possession of the same to the seller.

This contract shall not constitute a debt of Mecklenburg County Public Schools or the Mecklenburg County Board of Supervisors, within the meaning of any limitations or indebtedness of the school system or the city, under the constitution or laws of the Commonwealth of Virginia.

#### 3.14 COOPERATIVE AGREEMENT

This contract will serve as a Cooperative Agreement with the following entities named as potential participants in accordance with the Code of Virginia, Section 2.2-4304.

Any public school division in Virginia.

The successful vendor must deal directly with any participating entity concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The District shall not be held responsible for any costs, damages, etc. incurred by any other participating entity. Each of these entities may enter into a contract directly with the successful vendor with all the terms and conditions as set forth in this RFP.

#### 3.15 PRESENTATION OF SERVICES

Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the Buyer to make oral presentations to the RFP Committee via a virtual conference or in-person. An oral presentation may be required to provide the potential vendor an opportunity to clarify or elaborate on their submittal. This will be a fact finding and explanation session only. No negotiations will be conducted during this time. Any presentation requested may or may not be required and will be scheduled by the District. Should a presentation be requested, only the materials that will be evaluated should be presented. Additional items not relevant to this solicitation will not be accepted or allowed to be presented.

## PART 4: SCOPE OF WORK & System Requirements

#### 4.1 SCOPE OF WORK & SYSTEM REQUIREMENTS: (\*=mandatory requirements)

- 1. Manage School Details, Contacts and Campuses \*
- 2. Integrate with Google Classroom \*
- 3. Badge Management System
- 4. IEP Management System (including case management)
- 5. Human Resources Management System\*
- 6. Financial Management System
- 7. Parent Portal
- 8. Student Portal/Portfolio (to include the ability to create a 6-year course plan)
- 9. Career and Technical Education Competency and testing management system
- 10. Online enrollment to include all division forms \*
- 11. Record daily and class attendance, reason codes, display of student details during attendance, record exemptions\*
- 12. Integrate with Third Parties and online self-service portals \*
- 13. Support pastoral care (student well-being documentation) \*
- 14. Student enrollments to include start date, prospective or actual status, end date, reason for enrolling or leaving, keep history of previous enrollments and maintain identity over time, between roles and across the district.
- 15. Transfer students from one MCPS school to another \*
- 16. Manage Student Disability Details \*
- 17. Support and Manage students with special needs, including IEPs, record and track participation, performance, and enrollment \*
- 18. Validate student placement eligibility to ensure a student's address with within the service area.
- 19. Record Home Education Visits to include date, time, those in attendance and notes.
- 20. Event Management to include Field Trips with the ability to create the event with details, track event attendance, and RSVP to the event.
- 21. Ability to verify Unique Student Identifier
- 22. Learning Management System\*
  - a. Plan a Course or unit \*
  - b. Provide Synchronous and asynchronous teaching and learning \*
  - c. Integrate with Webex, Zoom, Google and Microsoft Teams \*
  - d. Peer learning, assessment and feedback \*
  - e. Provide students with lesson and unit resources online
  - f. Record teacher summary and comments for reports
  - g. Support Individual Learning Pathways/plans to include plans, setting goals, record progress and report outcomes. \*
  - h. Data Integration \*
  - i. Integration with Scheduling and calendar \*
  - j. Collaborate with peers and teachers
  - k. Real time and timely feedback
  - I. Teachers resource library
  - m. Electronic portfolio for students
  - n. Lesson planning curriculum
  - o. Ability to work offline \*
- 23. Scheduling \*
  - a. Create Schedules for terms in each school sector \*
  - b. Multiple Schedules
  - c. Configure School Periods
  - d. Manage Course and Unit Details

- e. Adjust and maintain timetable throughout a term
- f. Administrators register students in a class/course/unit
- g. Support timetabling across the division
- h. Access past and future timetables
- i. Record Co-teaching arrangements
- j. Ingrate with events management, calendar and booking \*
- k. Student timetable view \*
- 24. Asset and Materials Management \*
- 25. Finance Management \*
  - a. General Ledger
  - b. School Invoices
  - c. Create purchase orders
  - d. Record incoming payments and generate receipts
  - e. Report school budgets
  - f. Reconcile transactions
  - g. Manage payment plans
  - h. Manage purchase order approvals
  - i. Lock transactions
  - j. Payment channels for cash, checks, and credit cards

#### 26. Human Resources \*

- a. Record teacher qualifications \*
- b. Record teacher professional development \*
- c. Situated professional development
- d. Common toolset for lesson design and assessment activities with integrated communication and collaboration tools. \*
- e. Support recruitment
- f. Manage substitute teachers and substitute calling/scheduling system
- g. View availability and schedule substitute teachers
- h. Manage substitute teacher feedback
- 27. Data Management \*
  - a. Identify duplicate individual and organization records \*
  - b. Merge duplicate individual and organization records\*
  - c. Define and save Ad-hoc student groupings
  - d. Bulk record updates
- 28. Document Management (to include but not limited to: medical records, absence notes and other correspondence, assignment submissions, legal documents) \*
  - a. Common document repository \*
  - b. Configurable metadata for documents \*
  - c. Revision tracking
  - d. Document permissions
  - e. Document search and scanning
  - f. Links to business records
  - g. Store electronic copies of medical records
  - h. Submit assignments to teachers electronically \*
  - i. Schools Interoperability Framework (SIF) \*
- 29. Records Management \*
  - a. Record creation, retention and disposal of records \*
  - b. Metadata Storage
  - c. Configurable Metadata elements
  - d. Security classifications
  - e. Records Maintenance
  - f. Import, Export and Interoperability for records

- g. Records reporting
- h. Automated versioning, authoring and auditability
- i. Immutability
- 30. Customer Service and Relationship Management \*
  - a. Management of records for individuals to include: Students, Staff Members, Substitute Teachers, Family Members, School Contacts, Volunteers, Visitors, Non MCPS employees\*
  - b. Single student identity \*
  - c. Management of personal and contact details \*
  - d. Management of relationships between individuals
  - e. Associate students with multiple family members \*
  - f. Configurable relationship types and roles
  - g. Retention of family history
  - h. Management of records
  - i. Associate individuals with business records
  - j. Contact notes
  - k. Central view of activity for individuals and the organization
  - I. Student medical conditions
  - m. Record legal issues relating to a student
  - n. Refer a student's case for staff follow up \*
  - Record feedback and behavior notes \*
  - p. Manage detentions
  - q. Manage suspensions
  - r. Record harassment
  - s. Record accidents, injuries and critical incidents
  - t. Record first aid that has been administered
  - u. Distribute correspondence via post, email, digital post, SMS, online self-service
  - v. Bulk distribution of correspondence
  - w. Electronic signature for correspondence
  - x. Preview distribution
  - y. Customize correspondence via word processing
  - z. Associate correspondence with business records
  - aa. Interface with external print services
  - bb. Flag correspondence that failed to generate
  - cc. Rules based notification and correspondence recipients
  - dd. Configurable templates for correspondence
  - ee. Template Management
  - ff. Generate correspondence from templates
  - gg. Manual triggering of correspondence generation
  - hh. Automatic correspondence generation
  - ii. Manage Parent/Teacher appointments
  - jj. Integrate with other government information systems \*
  - kk. Notification via SMS of new correspondence sent

## 31. Customer Preferences

- a. Tag student records with important flags and display the flags as alerts for users
- b. Notification of events, alerts, updates, announcement by school system
- c. Send notifications to substitute teachers
- d. Generate and send absence notifications
- e. Suppress absence notifications for individual students
- f. Change the absence notification template for individual schools
- g. Notify users of critical incidents
- h. Distribute academic reports via email
- i. Send notifications to students or parents

- 32. Initiated Assistance (apply for enrollment, book parent/teacher conferences, correspondence for field trips, pay for field trips, view reminders, progress reports, grades and calendar, view school communication, update personal information) \*
  - a. Web-based suite of service and tools
  - b. Self-registration \*
  - c. Secure login \*
  - d. Association with individual schools
  - e. Manage personal information
  - f. Payment submission
  - g. View and query transaction history
  - h. Book parent/teacher conferences online
  - i. View progress of certificates and badges
  - j. Provide caregivers and students with online access to information and services
  - k. Submit absence notes online
  - I. Submit Field Trip permission forms online

#### 33. Support Services \*

- a. Security management \*
- b. User account administration \*
- c. User account self-service
- d. User account notification
- e. User access roles and permissions
- f. Role and permission configuration
- g. Audit trail for user activity
- h. School management
- i. User configurable notification templates
- i. Secure remote vendor access
- k. Two factor authentication
- I. Secure remote user access
- m. Maintain audit trail records for all changes
- n. Search for records \*
- o. Forms Management \*
- p. Configurable forms \*
- q. Configurable fields
- r. Unique form identifiers
- s. Publish forms through a web-based interface
- t. Validate forms fields against live data
- u. Dynamic population of form fields
- v. Conditional content on forms
- w. Form driven initiation of workflows
- x. Form driven creation of business records
- y. Modification of form submissions
- z. Immediate upload of forms
- aa. Form exception processing
- bb. Integrated payments on forms
- cc. Collaboration
- dd. Management of Email activities
- ee. Integrate with user's calendar
- ff. Manage task activities
- gg. Activity reminders and notes
- hh. Online collaboration amongst students and teachers
- 34. System Administration
  - a. Communication (transmit data, messages and information in multiple formats and protocols)

- b. Manage correspondence settings for family members
- c. Manage of phone call activities
- d. Distribution of correspondence via email
- e. Manage SMS activities
- f. Integrate with MCPS email
- g. Integrate with document management capability

#### 35. Business Management Services

- a. Configuration of automated business rules
- b. Rule trigger record created, updates, progression of workflow, scheduled task
- c. Rule evaluations
- d. Rule outcomes
- e. Integration with correspondence and notification, activity management, workflow and timetabling
- f. Ability to customize analytical reports

## 36. Business Analytical Services

- a. Analyze academic outcomes
- b. Analyze school finances
- c. Analyze finance data for central office finance
- d. Ability to What If planning
- e. Produce reports to support student enrollment forecasts

## 37. Reporting and Data \*

- a. Custom reports \*
- b. Report Charts
- c. Customizable report formatting
- d. Report drill-downs
- e. Save and share custom reports for re-use
- f. Scheduled reports
- g. Report output locations
- h. Print attendance rolls
- i. Detect Problematic attendance through reporting
- j. Detect potential student drop outs through reporting
- k. Print class lists and timetables
- I. Generate academic reports
- m. Generate certificates
- n. Generate financial reports for field trips and events
- o. Integrate with State and Government reporting

#### 38. Workflow Integration \*

- a. Configurable workflow \*
- b. Standard workflow
- c. Workflow inheritance
- d. Role-based workflow permissions
- e. Configurable rules that control workflow progression
- f. Configurable workflow actions
- g. Automatic initiation of workflows
- Manual initiation of workflows
- i. Automatic Status changes for workflows
- j. Assignment of workflows to individuals, groups or roles
- k. Clear assignment of workflow accountability
- I. Automatic triggering of workflow actions
- m. Manual triggering of workflow actions
- n. Association of workflows with business records
- o. Workflow notes and audit trail

- p. System workflows for enrollment, students transfer, student suspension, event management, finance audits, approval processes
- q. Integrate with 3<sup>rd</sup> party finance software and 3<sup>rd</sup> party applications in general

## 39. Non-Functional Requirements

- a. External System Availability during peak times of usage will be have availability targets of 99.5% or better.
- b. Internal System Availability will meet good availability targets of 99.5% or better during core business hours.
- c. Monitoring on an ongoing basis to ensure service availability \*
- d. Internal System User capacity should support 500-1000 teachers and support students and parents on the system up to 20,000.\*
- e. Internal concurrent user capacity should support 5000 concurrent users, including parents and students.
- f. External System Scalability
- g. Results capacity for reporting
- h. Storage should include back up and archiving
- i. High Availability
- j. Test Environment
- k. Response times should not exceed 10 seconds
- I. Ease of use to external and internal users
- m. Ease of navigation
- n. Internal system user guidelines
- o. External system help guides
- p. Meet security and compliance with ACT government website development
- q. Web-based user interface will support all current and common web browsers
- r. User authentication for external systems
- s. Single sign on authentication for internal systems
- t. Two factor authentication for updating sensitive information
- u. Functionality and data security
- v. Individual and role-based security
- w. Password integrity
- x. Data encryption during transmission
- y. Log off inactive users

#### 40. Audit Records

- a. Audit records should be in a form that facilitate ease of use, analysis and reporting
- b. Support effective capturing of audit data and report will be easily accessible and readable
- c. Ability to auto-archive audit records
- 41. Compliance with standard operating environment
- 42. The solution will provide a programmatic interface with external systems for the purposes of exchanging information
- 43. Data Hub Support
- 44. External hardware interfaces
  - a. Printers, Fax machines, electronic signature capture devices, Point of Sales devices, Scanners, barcode readers
- 45. Support Mobile Platforms to include iOS and Android
- 46. Technical and Design
  - a. High level and detailed design documents
  - b. ICT security plan
  - c. Threat and risk assessment
  - d. Other documents required by MCPS
- 47. Solution platform will be cloud based/hosted and secure \*
- 48. The system will provide a documentation for the operation of the solution and administration of the

system to a standard that will allow MCPS to effectively operate the system.

- 49. Product support and development \*
  - a. Demonstrate the capability to provide effective support during and post implementation of the product, offer support on an on-going basis, develop and deliver product upgrades/updates, schedule releases and bug fixes and provide MCPS with contacts for assistance. \*
  - b. Submit a roll out plan for implementation of the solution to include a detailed schedule, resourcing requirement and dependences, risks and issues, etc. \*
  - c. Submit details of the proposed project management methodology
  - d. Submit a plan detailing the proposed approach and roles for managing the on-going business relationship \*
  - e. Submit a long-term business plan and product road map including the frequency of product releases. \*
  - f. Submit a training plan \*
  - g. All user training materials must be available in electronic documents that incorporate with MCPS systems. \*

#### 50. Data Migration \*

- a. Data needs to be migrated from the existing system to the new solution. \*
- b. Provide measures to protect the integrity and security of the data \*
- c. All historical data in current system will be migrated to the new solution. \*
- d. Migration will be completed by the SIS provider. \*

#### 51. Data Export

- a. Provide a mechanism for exporting selected data to standard desktop formats including CSV, XLS, PDF, Email.
- 52. Solution should provide consistency across summary and detailed reports
- 53. Substitute Calling System
- 54. School notification system to include voice, text and email.
- 55. Error detection and reporting
- 56. Transactional integrity
- 57. Solution will support back-up and recovery
- 58. Vendor should provide a list of known issues and bugs within the solution
- 59. Master Data Synchronization

#### PART 5: PROPOSAL PREPARATION AND REQUIREMENTS

## 5.1 SUBMITTAL INSTRUCTIONS:

In order to be considered for selection, potential vendors must provide a complete response to this RFP. RFP responses are to be submitted electronically exclusively via email to Brook Hatcher, <a href="mailto:bhatcher@mcpsweb.orfg">bhatcher@mcpsweb.orfg</a>; with SIS PROPOSAL – RFP-2021-1 in the subject line of the email. <a href="mailto:RFP responses must be submitted">RFP responses must be submitted</a> no later than <a href="mailto:April 28">April 28</a>, 2021 at 4:00 PM EST.

ABSOLUTELY <u>NO</u> HARD COPIES, TELEPHONE, FAX, OR VERBAL OFFERS WILL BE ACCEPTED.

Vendors are required to follow the following outline when preparing their proposals.

#### 5.2 PROPOSAL FORMAT:

In order to facilitate the analysis of responses to this RFP, vendors are required to prepare their proposals in a professional manner, in accordance with the instructions outlined as follows. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the vendor's capabilities to satisfy the requirements of the RFP. Emphasis should be concentrated on accuracy, completeness, and clarity of content. Sections and pages shall be numbered. The completed Letter of Transmittal (found on page 2 of this document) must be included for the offer to be considered valid.

## Vendors are required to follow the outline below when preparing their proposals:

VENDOR SECTION #	SECTION
N/A	Title Page
N/A	Signed Letter of Transmittal including acknowledgement of any Addenda
N/A	Table of Contents
1.0	Executive Summary
2.0	Scope of Work
3.0	Company Background/Experience
4.0	Client References
5.0	Pricing Schedule
6.0	Exceptions to the RFP
7.0	Attachments

Instructions relative to each part of the response to this RFP are defined in the remainder of this section. Vendors must provide all requested information.

## **EXECUTIVE SUMMARY: [VENDOR'S PROPOSAL SECTION 1.0]**

The executive summary should identify the primary contact to be responsible for the proposal and any negotiations during the RFP process. Include name, address, telephone number, and email address. Please include a statement regarding your firm's interest and ability to provide services as required by this RFP.

## **SCOPE OF WORK: [VENDOR'S PROPOSAL SECTION 2.0]**

This section of the proposal should include a general discussion of the vendor's understanding of the digital solution and services as described in **PART 4 - SCOPE OF WORK**.

- A. Provide a detailed discussion explaining your digital solution and your approach to providing the solution and services you propose to include:
  - 1. Professional Development/Training
  - 2. Implementation, Integration and Support Services
  - 3. Reports
  - 4. Customer Service
  - 5. Supplemental Tools Available (Optional)
- B. Provide a point of contact that the District will deal directly with for customer service and technical help.
- C. Provide a point of contact that the District will deal directly with regarding contract issues and concerns.
- D. Provide details regarding plans when customer service and technical issues arise. Provide a list of common concerns and how they will be addressed by customer service throughout the contract.
- E. Provide the corporate policy for escalation of issues.
- F. The vendor shall state the **technical requirements** needed to access the materials and any other software needed to run the system solution to include:
  - 1. Network Bandwidth:
  - 2. Allowed URLs
  - 3. Desktop Configurations Required
  - 4. Laptop Configurations Required
  - 5. Chromebook Configurations Required
  - 6. Provide any additional technical requirements as necessary.

## **COMPANY BACKGROUND/ EXPERIENCE:** [VENDOR'S PROPOSAL SECTION 3.0]

Provide organization information that includes, but is not necessarily limited to:

- A. Current organization structure.
- B. Name and contact information of sales representative responsible for day-to-day management of contract.
- C. Information regarding the vendor's company history, variety of services, and experience, especially in a K-12 setting.
- D. Describe the expertise and experience of the vendor's staff and relevant training and professional development the staff has attended in regards to the services requested.
- E. Vendors must provide any company that it is proposing partnering or sub-contracting with, or fulfilling this contract so that the District can evaluate the contractor's stability and ability to support the commitments set forth in response to this RFP. If applicable, the subcontractor or partner information will need to be furnished with the vendor's proposal as this will need to be approved and vetted by the District. The subcontractor will be held to the same standard and requirements as the successful vendor.

## **CLIENT REFERENCES: [VENDOR'S PROPOSAL SECTION 4.0]**

Offeror should include three (3) references. Special notation should be made of K-12 school districts of similar size to the District. References must include organization names, addresses, names of contact persons, telephone numbers and e-mail addresses. Please do not list Mecklenburg County Public Schools as a reference.

#### PRICING SCHEDULE: [VENDOR'S PROPOSAL SECTION 5.0]

Vendors must submit their pricing to include all items proposed:

- A. Digital Solution
- B. Professional Development/Training
- C. Implementation, Integration and Support Services
- D. Reports
- E. Customer Service
- F. Supplemental Tools Available (Optional)

Please provide pricing for year one and for the four (4) (optional) renewal years.

Any other costs that may arise throughout the life of the contract should also be identified in this section.

## **EXCEPTIONS TO THE RFP: [VENDOR'S PROPOSAL SECTION 6.0]**

All requested information in this RFP must be supplied. Vendors may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section and a written explanation that includes the scope of the exceptions, the ramifications of the exceptions for the District, and the description of the advantages or disadvantages to the District as a result of exceptions. All exceptions must be submitted by the due date of the vendor's proposal. The District, at its sole discretion, may reject any exceptions or specifications within the proposal. Vendors should not incorporate by reference its entire, standard contract document.

## **ATTACHMENTS:** [VENDOR'S PROPOSAL SECTION 7.0]

- ATTACHMENT A: Certificate of Compliance
- ATTACHMENT B: Certificate of Compliance with Immigration Laws and Regulations
- ATTACHMENT C: Claim of Business Confidentiality
- ATTACHMENT D: Student Data Usage and Privacy Agreement

#### **PART 6: EVALUATION CRITERIA AND AWARD**

#### 6.1 EVALUATION CRITERIA

Submittals will be reviewed by a committee and selection shall be made of two (2) or more Vendors deemed to be fully qualified and best suited to perform the services requested. The selection process shall be in accordance with the Virginia Public Procurement Act, on the basis of the following criteria:

Evaluation Criteria	Value
Executive Summary and Completeness of approach and plan	10
Scope of Work/Ability to perform services	30
Company Background/ Previous Experience	30
Quality of References	10
Pricing	20
	100%

#### 6.2 AWARD

The award of any contract shall be at the sole discretion of the District. The award shall be based upon the evaluation of all information submitted, and any subsequent information required or solicited that may be necessary in clarifying or understanding information provided by the vendor in their proposal and the criteria established.

Selection shall be made of two (2) or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the RFP, including price, if so stated in the RFP. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The District reserves the right to make multiple awards as a result of this solicitation. The District may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the District determine in writing and in its sole discretion that only one (1) offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the vendor's proposal as negotiated.

ATTACHMENT A

For Office Use Only:
Buyer:
PO #:
Bid/RFP #/Project Name:

## Certificate of Compliance Code of Virginia §22.1-296.1

PLEASE	SUBMIT FORM WITH	THE REQUIRED SIGNATURE
convicted of any violent felony se	et forth in the definition	n office in the company and/or corporation has been of barrier crime in subsection A of § 19.2-392.02; any exual abuse, or rape of a child; or any crime of moral
List Officers and Titles (Please u	se full, legal names):	
	_	
Further, the following individuals have not been convicted of a fel-		irm, assist in the performance of this contract and they ped above.
Listing of individuals assisting in	the performance of thi	s contract (Please use full, legal names):
Attach addit	ional names to this f	orm if the space is not adequate.
performance of this contract, dur	ing any time of this cont/PO will be notified im	certification of officers, or individuals assisting in the ntract, the Mecklenburg County Public Schools' centra mediately, and an updated certification will be provided
*This form must be updated e	very twelve (12) month	s for the duration of the contract/agreement period.*
Company		
Print Name	Tit	le
Signature	Da	ıte

#### MECKLENBURG COUNTY PUBLICSCHOOLS

Certificate of Compliance With Immigration Laws and Regulations

Return this form to the school/department responsible for finalizing your agreement.

The Federal Immigration Reform and Control Act makes it unlawful for a person or other entity to hire, recruit, or refer for a fee for employment in the United States, an alien, knowing the alien is unauthorized to work in the United States. Section 40.1-11.1 of the Code of Virginia makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. These laws place an affirmative duty on employers to ensure that aliens have proof of eligibility for employment.

This certificate shall be attached to the contract document. In any case where a purchase order will serve as the contract, this certificate shall be completed and returned to the Mecklenburg County Public Schools. The Contract/Purchase Order will not be issued prior to submittal of a completed Certificate of Compliance With Immigration Laws and Regulations. No performance may take place until the completed certificate is provided to the school/department responsible for finalizing your agreement. Failure to submit a certificate shall render the pending contract and/or purchase order void.

## Type or print legibly when completing this form.

**Legal Name of Contractor or Vendor** (Note: This is your name as reported to the IRS. It should match your Social Security card or Federal Identification Number.)

your obtained bank of a defail (defail being)	_
Type of Business Entity  Check one (attach additional pages to this form if the space below is not adequate):  Sole Proprietorship—provide full name and address of owner	
□ <b>Limited Partnership</b> —provide full name and address of all partners	
<ul> <li>General Partnership—provide full name and address of all partners</li> </ul>	
□ <b>Limited-Liability Corporation</b> —provide full name and address of all managing members	
□ Corporation—provide full name and address of all officers	
Full Name	
Address	
City, State and Zip	
( ) Business Telephone # Business Fax #	

## **ATTACHMENT B - PAGE 2**

Doing Business As (If Applicable)(Note: This is the name that appears on your invoices, but is not used as your reporting name.)	
Name and Title of Person Completing	this Certificate
Physical Business Address	
Number of Employees	Are All Employees Eligible for Employment in the United States?
knowledge and based upon reasonal for employment in the United States a and Section 40.1-11.1 of the Code of care and diligence shall be used to errin the United States and that I agree the information provided herein is true Public Schools to inspect records and are eligible for employment under	on behalf of the contractor/vendor listed above that to the best of my ble inquiry each and every one of the contractor's employees is eligible as required by the Federal Immigration Reform and Control Act of 1986 of Virginia. I further declare on behalf of the contractor/vendor that due assure that all employees hired in the future will be eligible for employment to remain in compliance throughout the duration of the contract. I affirm e, correct, and complete. I also agree to permit the Mecklenburg County I documentation to ensure that all persons hired by the contractor/vendor the laws referenced in this certificate when deemed necessary by I agree that the contractor/vendor will fully cooperate in any such audit.
Printed Name of Signatory:	
Signature:	
Date:	
	For Office Use Only
Acknowledged by:	Date:
If Applicable: Project Name:	PO Number:

#### **ATTACHMENT C**

#### **CLAIM OF BUSINESS CONFIDENTIALITY**

## Virginia Procurement Act – Virginia Code § 2.2-4342

Public inspection of certain records. – A. Except as provided in this section, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the *Virginia Freedom of Information Act* (§ 2.2-3700 et seq.).

Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 shall not be subject to the *Virginia Freedom of Information Act* (§ 2.2-3700 et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

The statement of reasons supporting the claim of business confidentiality applies to the following information in this proposal:

Page	Paragraph	Reason
Please use	additional sheet	s if needed.
Name of Business:		
Printed Nam	ne:	Title:
Signed:		
Bid/RFP #:		Date:

### **ATTACHMENT D**

#### STUDENT DATA USAGE AND PRIVACY AGREEMENT

This Student Data Usage and Privacy Agreement ("SDUPA") dated [date] is between Mecklenburg County Public Schools, located at P.O. Box 190, 175 Mayfield Drive, Boydton, Virginia 23917 ("MCPS" or "Customer") and [Insert Name of Provider] located at [Address] ("Provider") hereinafter individually a "Party" and collectively "the Parties", MCPS and Provider mutually agree to the terms of this SDUPA whereby MCPS will provide the following Data to Provider for the Approved Purposes only.

The Parties hereby agree as follows:

#### 1. Definitions

- 1.1 "Agreement" or "Agreements" shall mean any contract or contracts between MCPS and the Provider for the provision of any Authorized Services.
- 1.2 "Approved Purposes" shall mean the use of Data by the Provider for the purposes of providing services authorized by MCPS in Agreements entered into between MCPS and the Provider ("Authorized Services") during the term of the SDUPA, and for no other purpose.
- 1.3 "Data" shall include all Personally Identifiable Information (PII), Education Records as defined by the Family Educational Rights and Privacy Act ("FERPA"), and other non-public information relating directly to MCPS students. Data include, but are not limited to, student data, metadata, forms, logs, cookies, tracking pixels, and user content.
- 1.4 "Subcontractors" shall include Provider subcontractors, subcontractors of Providers subcontractors, their subcontractors, and all successor entities.

#### 2. Security Controls

2.1 Provider will store and process Data in accordance with commercially reasonable practices. This includes

- appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use.
- 2.2 Provider will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.
- 2.3 Provider will also have a written incident response plan, to include immediate (within one (1) business day) notification of MCPS in the event of a security or privacy incident involving Data, Provider agrees to share its incident response plan upon request.

#### 3. Access and Control

- 3.1 Any Data held by Provider will be made available to MCPS upon request by MCPS.
- 3.2 All Data must remain under the direct control of MCPS to the extent required by FERPA. Where Data is in possession of Provider, MCPS may direct Provider to take certain actions with regards to the Data, in conformity with the SDUPA and applicable law.
- 3.3 Parents and eligible students must be able to access the Data upon request. This request shall occur through MCPS to ensure only authorized individuals have access to the Data.
- 3.4 Provider shall use Data solely as necessary to perform Authorized Services. Provider may not access, collect, store, process, or use Data for any reason other than as necessary to provide the Authorized Services.

#### 4. Marketing and Advertising

- 4.1 Provider may not use any Data to advertise or market to students or their parents.
- 4.2 Provider may not use Data to target individual students with directed advertisements and may never directly collect personal information from students under the age of 13.

#### 5. Collection and Use of Data

5.1 Solely for purposes of this SDUPA with respect to Data, Provider is deemed a 'School Official' within the meaning of that term as defined in 20 USC §1232g et seq., with a legitimate educational interest to the Data performing services and providing functions which would otherwise be performed by MCPS staff, for the sole

purpose of providing Authorized Services.

- 5.1.1 No relationship of employer and employee is created by this SDUPA or any Agreement. Provider its subcontractors, and its employees shall not be employees of MCPS and shall not have any claim under this SDUPA or any Agreement or otherwise against MCPS for vacation pay, sick leave, retirement benefits, social security contribution, worker's compensation, disability or unemployment insurance benefits or any other employee benefit of any kind. Provider shall not be the agent of MCPS, nor shall Provider make any representation to the contrary to any third parties.
- 5.2 Provider may not sell Data or disclose Data to third parties except under provision 5.4.
- 5.3 Provider will collect and use Data only for the purpose of fulfilling its duties and providing Authorized Services under any Agreement and for improving Authorized Services under such Agreement.
- 5.4 MCPS understands that Provider may rely on one or more Subcontractors to perform Authorized Services under an Agreement. Provider shall share the names of these Subcontractors, including sub-subcontractors, with MCPS upon request. If Provider intends to provide any Data which was received from, or created for MCPS, to a Subcontractor, then Provider shall require such Subcontractor and sub-subcontractor to countersign this SDUPA. MCPS reserves the right to reject any Subcontractor if, in its sole discretion, MCPS determines that such subcontractor or sub-subcontractor is unsuitable for performance of the SDUPA. Provider acknowledges and agrees that the Provider's obligations under this SDUPA shall not be assigned to any other person or entity without the prior written consent of MCPS, which MCPS shall be under no obligation to grant. Provider shall include in all subcontracts, and require that its subcontractors include in all sub-subcontracts, acknowledgement and agreement that the subcontractor and sub-subcontractor are bound by the terms of this SDUPA, and if so requested by MCPS, will execute a separate SDUPA as a condition of acceptance by MCPS as a subcontractor or sub-subcontractor.

#### 6. Data Transfer or Destruction

6.1 Provider will ensure that all Data in its possession and in the possession of any Subcontractors, or agents to which the Provider may have transferred Data, are destroyed or transferred to MCPS under the direction of MCPS when the Data are no longer needed to provide Authorized Services, at the request of MCPS within one (1) month, or as agreed upon between the Parties. Where there is a conflict between applicable law and this SDUPA, the

applicable law will prevail.

- 7. Rights and License in and to use Data
- 7.1 Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of MCPS and Provider has a limited, nonexclusive license solely for the purpose of performing its obligations.
- 7.2 This SDUPA shall not be construed to give the Provider any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in this SDUPA to provide Approves Services. This includes the right to sell or trade Data.

#### 8. Data De-Identification

- 8.1 Provider may use de-identified Data for product development, research, or other purposes. 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 information, and school ID.
- 8.2 Provider agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any third party unless that third party agrees not to attempt re-identification.
- 8.3 De-identified data may be used to improve the Provider's products or services, but may not be provided to third parties or sold.

#### 9. Data Mining

- 9.1 Provider is prohibited from mining Data for any purposes except as expressly authorized by MCPS in any Agreement or in this SDUPA. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
- 10. Modification of Terms of Service
- 10.1 During the term of the SDUPA, Provider will not materially change its methods for the collection, use, and sharing of Data, including its storage and destruction protocols, without advance notice to and consent from MCPS.

- 11. Precedence Over Agreements
- 11.1 Unless this SDUPA is specifically amended, in the event of a discrepancy between this SDUPA language and the terms and conditions of any Agreements between MCPS and the Provider relating to Data, the SDUPA language shall take precedence.

## APPENDIX D LOCATIONS

The District reserves the right to add and/or delete locations under the agreement resulting from this solicitation.

Chase City Elementary School 5450 Highway 47 Chase City, VA 23924 Clarksville Elementary School 1696 Noblin Farm Road Clarksville, VA 23927 Lacrosse Elementary School 1000 School Circle Lacrosse, VA 23950 South Hill Elementary School 1290 Plank Road South Hill, VA 23970 *Park View Middle School 365 Dockery Road South Hill, VA 23970 *Park View High School 205 Park View Circle South Hill, VA 23970 *Bluestone Middle School 250 Middle School Road Skipwith, VA 23968 *Bluestone High School 6825 Skipwith Road Skipwith, VA 23968 Mecklenburg School Board Office 175 Mayfield Drive Boydton, VA 23937	
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175 Mayfield Drive	Skipwith, VA 23968
175 Mayfield Drive	Mecklenburg School Board Office
Boydton, VA 23937	175 Mayfield Drive
	Boydton, VA 23937

<sup>\*</sup> Beginning in the 2022-2023 School Year, the Middle and High Schools will move into a new HS/MS complex and will become Mecklenburg County High School and Mecklenburg County Middle School.