Education Technology Joint Powers Authority

RFP No. 21/22-01
Facilities and Resource Management
PROPOSAL DEADLINE: October 8, 2021, 12:00pm

Contact: Michelle Bennett, Purchasing Dept.
Education Technology JPA
5050 Barranca Parkway, Irvine, California 92604
Telephone: (949) 936-5022 Fax (949) 936-5219
Email: edtechjpa@iusd.org

All dates subject to change at the sole discretion of Ed Tech JPA. Please continue to check our website throughout the proposal and selection periods for updates.

https://edtechjpa.iusd.org/procurement/open-procurements

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

NOTICE CALLING FOR PROPOSALS

AGENCY: Education Technology JPA

PROPOSAL DEADLINE: October 8, 2021 at 12:00 pm

PLACE OF RECEIPT: Education Technology JPA
                                 ℅: Irvine Unified School District
                                 Purchasing Department
                                 Attn: Michelle Bennett
                                 5050 Barranca Parkway
                                 Irvine, California 92604-4652

NOTICE IS HEREBY GIVEN that the Education Technology JPA, acting by and through its Governing Board, hereinafter referred to as "Ed Tech JPA" will receive up to, but no later than, the above stated Proposal Submission Deadline, sealed Proposals at the place identified above for its upcoming RFP No. 21/22-01 Facilities and Resource Management.

Request for Proposal documents can be downloaded at:
https://edtechjpa.iusd.org/procurement/open-procurements.

Time is of the essence. The Ed Tech JPA reserves the right to reject any and all submissions, to negotiate with any or all responsible Proposers, and to waive any deficiencies, irregularities or informalities in any proposal or during the evaluation process. The award of a Master Contract(s), if made by the Ed Tech JPA, will be by action of the Governing Board.

Pre-Proposal Vendor Conference: The Ed Tech JPA will conduct a non-mandatory pre-proposal vendor conference call on Thursday September 9, 2021 at 11:00am pacific time at (949) 610-7036. Vendors who wish to attend this meeting should RSVP to edtechjpa@iusd.org.

Any questions regarding the Request for Proposals shall be directed to edtechjpa@iusd.org, via e-mail only by 12:00 pm on Wednesday, September 22, 2021. All responses will be posted on Ed Tech JPA's website.

Education Technology JPA
Governing Board

Publish: September 1 & 8, 2021

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EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

1.0 Background and Overview

1.1 Overview
The Ed Tech JPA, a California Joint Powers Authority (Ed Tech JPA), invites qualified, experienced vendors (Vendors) to submit responsive proposals (Responses, Proposals, or Proposal Forms) in compliance with the specifications contained in this Request for Proposals (RFP). This RFP is for facilities and resource management solutions, although ancillary services may be included in the provision of these items. Installation services may be requested via this RFP. Selection for award(s), if any, will go to the Vendor(s) who submit Responses that Ed Tech JPA determines to be most advantageous to Ed Tech JPA and the entities it represents. **Products offered by the Vendor(s) selected for the award of a Master Agreement will be available for purchase by all California public agencies.**

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

1.2 Joint Powers Authorities
Pursuant to the California Joint Exercise of Powers Act, a JPA may be created in California when two or more local government entities enter into an agreement to exercise jointly any power common to the contracting parties. JPAs are frequently used to aggregate expertise and purchasing power for procurement, as in the case of insurance or utilities services. JPAs can be given any of the powers inherent in the participating members, as specified in a joint powers agreement.

1.3 Ed Tech JPA
Ed Tech JPA is a JPA duly formed and existing under the California Joint Exercise of Powers Act. Ed Tech JPA was formed to aggregate purchasing power and expertise for public agencies. While Ed Tech JPA's focus is California K-12 public schools, our membership has grown to include colleges and government agencies outside of California. This RFP is issued on behalf of Ed Tech JPA's membership. A list of current Ed Tech JPA members is available on the JPA's website: https://edtechjpa.iusd.org/about/our-ed-tech-jpa-members .

1.4 Requested Services
This solicitation is intended to provide a mechanism for Ed Tech JPA members to procure new or upgraded facilities and resource management solutions and related services to support facilities and resource management. Ed Tech JPA members seek state-of-the-art facilities and resource management solutions (hereinafter referred to as "Product" or "Solution") to meet the

needs of varied facilities and resource management programs, in a variety of environments. Ed Tech JPA is soliciting qualified service vendors, (hereinafter referred to as "Vendor", "Contractor" or "Provider") for a variety of Solutions to meet its membership needs. Vendor shall submit a proposal for the purchase, implementation and ongoing services for a facilities and resource management solution.

1.5 Eligible Entities and Participants

The pricing, terms, and conditions of any award pursuant to this RFP will be made available to current Ed Tech JPA members and to other "Eligible Entities" who elect to join the Ed Tech JPA. For purposes of this RFP, Eligible Entities are: (a) all California public school districts, county offices of education, and community college districts, and (b) any other public agency in the United States whose procurement rules, whether internal rules or rules enacted pursuant to statute, allow them to purchase goods or services through a procurement vehicle such as Ed Tech JPA.

For purposes of this RFP, a "Participant" is an Eligible Entity who chooses to purchase items through this RFP. Eligible Entities must first become Associate Members of the JPA by entering into an Associate Member Agreement, and thereafter may elect to become Participants of a Master Agreement by entering into a Purchase Agreement with a vendor. Founding Members of Ed Tech JPA may be a Participant without entering into an Associate Member Agreement.

Notwithstanding the purchase considered by the initiating districts stated above, an award issued pursuant to this RFP does not represent an obligation by Ed Tech JPA, or by any Eligible Entity, to purchase items. Although a Master Agreement awarded under this RFP does not guarantee a particular level of sales as a result of that Master Agreement, Ed Tech JPA's mission to meet the procurement needs of our program Participants indicates that a Vendor who is committed to this program will achieve success in its sales efforts.

1.6 Master Agreement

Pursuant to Public Contracts Code 20118.2 and Government Code 6500 and 6502, Ed Tech JPA (on behalf of membership) is issuing this RFP for the Product. Ed Tech JPA will evaluate proposals and all vendors that meet minimum criteria/score will enter into a Master Agreement with Ed Tech JPA, setting forth the general terms for purchase of the Solution. A sample Master Agreement is attached in Appendix A.

After a Master Agreement has been established, the Vendor's proposed Product and services will be listed on the Ed Tech JPA website. Ed Tech JPA will also include procurement instructions and contract documentation for Founding Members and Associate Members on its website. Details of the procurement process and administrative fee payment will be provided to Vendor finalists upon award. All participating Vendors must comply with Ed Tech JPA's ordering process to ensure compatibility with all legal and regulatory requirements, Ed Tech JPA member needs, and Vendor's practices.

Each Participant is responsible for (a) completing their own due diligence regarding the suitability of Vendor, including using price as a significant factor, (b) prior to executing a Purchase Agreement, Associate Members/Founding Members will work with Vendor to establish an Implementation Plan with the Participant, as further described in Section 2.2.

Awarded Vendors will also negotiate a Purchase Agreement to be executed when a Participant elects to purchase the Solution. Prior to executing a Purchase Agreement with a Participant, Vendor will establish an implementation timeline and implementation plan specific to the Participant's needs, as further described in Section 2. An Eligible Entity is not bound to a purchase until it has obtained any necessary approval from its Board and executed a Purchase Agreement with the Vendor for the Solution.

Vendors must report to Ed Tech JPA any income directly or indirectly resulting from the sale of products included in the Master Agreement to Participants, for purchases made using Ed Tech JPA agreements and/or relying on this RFP excluding renewals of pre-existing contracts. Reports must be submitted for the Quarters and within the timeline outlined in section 1.14 of this RFP and in section 15.B. of the sample Master Agreement attached hereto as Appendix A. Vendors must remit a copy of all Purchase Agreements, including renewals and amendments, to Ed Tech JPA within 30 days of request by Ed Tech JPA. Vendors participating in this RFP agree to a standing audit by the Ed Tech JPA for all products included in the Master Agreement.

1.7 Period of Performance
The term of the Master Agreement resulting from this RFP shall be five (5) years. Purchase Agreements entered into by Participants and Vendor shall be subject to a maximum contract length of 5 years, or may be shorter, as the parties elect. The Master Agreement may be terminated by Ed Tech JPA for convenience after three years by the giving of notice of at least thirty (30) days before the expiration of the (3) year term.

The parties understand that Participants ordering Products pursuant to the Master Agreement may extend for multiple years after the Term of the Master Agreement. The expiration or termination of the Master Agreement shall not affect Vendor's obligation to deliver Products ordered by Participants before the expiration of the Master Agreement.

1.8 Reservation of Rights
Ed Tech JPA reserves the right to award all, none, or select portions of this RFP to one or multiple vendors. Ed Tech JPA reserves the right to negotiate terms and conditions of the RFP as necessary, to reject any or all proposals, to increase quantities, and to waive any irregularities or informalities in the RFP or in this process.

Ed Tech JPA reserves the right to modify the RFP documents, or any portion thereof, by the issuance of written addenda posted on the Ed Tech JPA website. In the event Ed Tech JPA shall

modify any portion of the RFP documents pursuant to the foregoing, the proposal submitted by any Vendor shall be deemed to include any and all modifications reflected in any addenda issued.

Ed Tech JPA reserves the right to conduct a background inquiry of the selected Vendor(s) which may include collection of contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal, Vendor consents to such an inquiry and agrees to make available such books and records deemed necessary to conduct the inquiry.

Ed Tech JPA reserves the right to award multiple Master Agreements for each classification of Products listed in this RFP as deemed to be in the best interest of Ed Tech JPA and its Members and has determined that awards to more than one Vendor for comparable goods and services at various prices may best meet the needs of Participants.

Ed Tech JPA shall have the right to negotiate any and all of the final terms and conditions of any agreement with Vendor and nothing in this RFP or any Response shall be deemed or construed as a limitation of such rights.

This RFP is solely a solicitation for Proposals. Neither this RFP, nor any response to this RFP shall be deemed or construed to: (i) create any contractual relationship between Ed Tech JPA and any Vendor; (ii) create any obligation for Ed Tech JPA or its Members to enter into a contract with any vendor or other party; or (iii) serve as the basis for a claim for reimbursement for costs associated with submittal of any Proposal.

PROVISIONS REQUIRED BY LAW: Vendor acknowledges that it has conducted and performed the required research to become aware and knowledgeable of all federal, state and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this RFP. These provisions of law and any clause required by law that is associated with and relates to this RFP and any resulting contract will be read and enforced as though it were included herein.

1.9 Data Privacy Compliance
Vendors' products and services must be fully compliant with all applicable requirements including all state and federal laws. Vendors who have access to student data will be required to execute the most recent version of the Standard Student Data Privacy Agreement CA-NDPA (CA-NDPA). A copy of the CA-NDPA is attached hereto in Appendix E.

1.10 Indemnification
Vendor will indemnify, defend and hold harmless Ed Tech JPA, its agents, employees and assigns, including independent contractors, and any Participant contracting with Vendor (Indemnified Parties) from any and all claims, demands, suits, proceedings, loss, cost and

damages of every kind and description, including any attorney's fees and/or litigation expenses, which might be brought or made against or incurred by Indemnified Parties on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to this RFP, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of the Vendor, and/or its subcontractors or claims under similar such laws or obligations. Vendor's obligation under this section will not extend to any liability caused by the sole negligence of Indemnified Parties.

1.11 Special Note on Vendor Pricing

Pricing proposed on a sliding scale, "menu" format, or varying by tiers is highly recommended and encouraged to provide Participants with purchasing options.

1.12 Ed Tech JPA Administrative Fee

Vendor agrees to pay Ed Tech JPA an administrative fee (the "Administrative Fee") calculated as four percent (4%) of Vendor's gross income directly or indirectly resulting from any Purchase Agreement with Vendor based on an award under the RFP and all revenue derived directly from any Purchase Agreement, including the invoiced amount, any Additional Services, or agreement extensions or renewals. Vendors whose gross income exceeds two million dollars ($2,000,000.00) each fiscal year may receive a discount and pay Administrative Fees as follows:

Income Amount*	Administrative Fee**
$2,000,000.00 - $3,999,999.99	3.5%
$4,000,000.00 and above	3%

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

**Sales are the annual gross amount received directly or indirectly by Vendor in relation to any Participant Agreement with Vendor based on an award under the RFP, including any Additional Services, or agreement extensions or renewals.

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

Computations of the Administrative Fee shall exclude state, local, or federal taxes levied on invoiced amounts.The Administrative Fee must be included when determining the pricing offered. The Administrative Fee is not negotiable and shall not be added as a separate line item on invoices. The Administrative Fee is not refundable to Participants or Vendors under any circumstances. In the event Ed Tech JPA's operating costs increase, the Administrative Fee is

subject to increase to offset such increased costs. Vendor will be permitted to adjust Product pricing in direct proportion to such increase, as further explained in the Master Agreement. Vendors are not responsible for paying an Administrative Fee for purchases made by existing customers that do not use the Ed Tech JPA contract in any manner and whose contracts do not rely on any competitive procurement performed by Ed Tech JPA.

1.13 Minimum Price Guarantee

To prevent underpricing and protect seller margin, Vendor's pricing shall be subject to a Minimum Price Guarantee (MPG), whereby, Vendor shall agree not to sell directly, or through a reseller, the Products(s) subject to the Master Agreement at a price lower than the price offered pursuant to the RFP and the Master Agreement to Ed Tech JPA's Eligible Entities (regardless of whether the Eligible Entity is a Member of the Ed Tech JPA).

During the period of delivery under a contract resulting from this RFP, if the price of an item decreases, Ed Tech JPA Participants shall receive a corresponding decrease in prices on the balance of the deliveries for as long as the lower prices are in effect. Vendor agrees to amend the Master Agreement to reflect the decreased pricing. Ed Tech JPA Participants shall be given the benefit of any lower prices which may, for comparable quality and delivery, be given by the Vendor to any other school district or any other state, county, municipal or local government agency in a California county for the product(s) listed in the RFP. At no time shall the prices charged to Ed Tech JPA Participants exceed the prices under which the RFP was awarded.

1.14 Usage Reporting Requirement

Upon contract award pursuant to this RFP, all Vendors will be required to provide quarterly usage reports to Ed Tech JPA or designee. The initiation and submission of the quarterly reports are the responsibility of the Vendor. Ed Tech JPA is not required to provide prompting or notification. Vendor is responsible to collect and report all direct and indirect income data including resellers and partners sales and income derived from Additional Services associated with the Master Agreement (including income associated with reservations). Quarterly reports must coincide with the quarters in the fiscal year as outlined below:

Reporting Period	Due Date
January 1 - March 31	April 30
April 1 - June 30	July 31
July 1 - September 30	October 31
October 1 - December 31	January 31

Vendors must identify the person responsible for providing the mandatory usage reports. This contact information must be kept current during the Master Agreement period. Ed Tech JPA must be notified if the contact information changes.

The purpose of the Master Agreement usage-reporting requirement is to aid in Master Agreement management. The specific report content, scope, and formal requirements will be provided to the awarded Vendors during Master Agreement execution. Failure to comply with this requirement may result in Master Agreement cancellation.

2.0 Purchase Agreements, Payments & Order Fulfillment

2.1 Purchase Agreements

Upon contract award pursuant to this RFP, Vendors will work with Ed Tech JPA to prepare Purchase Agreement templates for all products available through the Master Agreement. Ed Tech JPA will make the completed Purchase Agreement template available for Associate Members and Founding Members. Sample Agreements are included in Appendix A.

2.2 Ordering Process

It is Ed Tech JPA's intent to make the procurement of products and services as easy as possible. The following outlines the process by which Participants may utilize Ed Tech JPA:

2.2.1 The Ed Tech JPA website includes each Vendor's contact information listed in Vendor's Proposal and links to Vendor's Proposal, Pricing Forms, Clarifying Questions, Master Agreement, Standard Student Data Privacy Agreement (CA-NDPA), and Purchase Agreement template.

2.2.2 Associate Members and Founding Members may browse products, review RFP Proposals on the Ed Tech JPA's website and conduct their own due diligence, using price as a significant factor, to determine which product best meets their unique needs. JPA Members may approach Vendor directly to request services. If a Member contacts Vendor directly, Vendor must provide a copy of the Purchase Agreement and refer Member to Ed Tech JPA's website.

2.2.3 The Participant shall have the opportunity to work with Vendor to determine the suitability of the product, and will provide Vendor with information regarding the Participant's existing software and hardware environment, the number of users anticipated to use the Product and any other information necessary to establish an implementation plan. To enable the Participant to make a timely determination as to suitability, within fourteen (14) days of Participant's contact with Vendor, the selected Vendor shall provide the Participant with a project plan that details the proposed implementation approach and timeline for the product ("Implementation Plan"). The

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Implementation Plan shall, at a minimum, include infrastructure and data integration, testing, content creation, training and post-implementation support and project evaluation.

2.2.4 If the Participant elects to confirm the purchase, it shall execute the Purchase Agreement including any required exhibits, issue a Purchase Order to Vendor, and submit payment to Vendor in accordance with Participant practices. The Purchase Agreement may require approval from the Participant's governing board.

2.2.5 Vendor shall provide a copy of the executed Purchase Agreement to Ed Tech JPA upon Ed Tech JPA's request.

2.2.6 Once an executed Purchase Agreement is processed, Participant will work directly with Vendor for order fulfillment. Vendor will deliver products and services directly to the Participant in accordance with the implementation plan.

2.3 Purchase Agreement Implementation Process

Vendor will be required to provide Participants with the Solution(s) following Purchase Agreement execution and issuance of a Purchase Order, as agreed by both Vendor and Participant. Participants will work directly with Vendor to receive the Solution.

2.3.1 Project Timeline
Vendor shall deliver the Product to Participant according to the implementation plan identified by the parties pursuant to Section 2.2 above.

2.3.2 Site Access and Work Hours
If Vendor requires access to any school site, access to each site will be coordinated through the Participant project representative a minimum of five (5) work days in advance. Site access schedule and work plan must be submitted and approved by Participant prior to the Vendor arriving onsite.

2.3.3 DOJ Clearance
All Vendor personnel working on any Participant site shall have attained the proper Department of Justice (DOJ) clearance as required by applicable laws and the Participant policy. Vendor must comply with this requirement and, upon request from Participant, must demonstrate this clearance for all personnel prior to being allowed onsite. Those who are not cleared may not be allowed on the project.

2.3.4 Interpretation of Plans and Documents
The interpretation of the plans, specifications, forms, and all project documentation shall be determined by Participant. It is Vendor's responsibility to verify existing conditions and assumptions. Vendor must verify all such information prior to executing a Purchase

Agreement with Participant and issuance of a Purchase Order.

2.4. Subscription-based Licensing, Bundling, Additional Services

Purchases made pursuant to this RFP may include resource reservation fees, subscription-based licensing, product bundling, and training, maintenance and other additional services ("Additional Services") as determined between the Vendor and Participants and resulting from the use of the Product. The cost of Additional Services and reservation fees not reflected in the product purchase price found in Appendix C. Pricing Form shall also be subject to the Administrative Fee assessed by Ed Tech JPA.

3.0 Instructions to Vendors

3.1 Proposal Contact and Correspondence

All correspondence related to the RFP must be directed to the following designated Ed Tech JPA RFP contact:

edtechjpa@iusd.org
Michelle Bennett, Purchasing Department
Irvine Unified School District
5050 Barranca Parkway
Irvine, CA 92604

There will be no verbal understandings recognized by the Ed Tech JPA.

No Vendor should attempt to contact or obtain information regarding this RFP from any other Ed Tech JPA representative.

All official records will be posted on the Ed Tech JPA website:
 https://edtechjpa.iusd.org/procurement/open-procurements
or sent in writing by the official contact listed on the RFP or Amendments. It is the Vendor's responsibility to monitor the website for changes, updates, revisions and/or uploaded documents.

3.2 Proposal Deadline and Submission

Proposals must be received no later than 12:00 pm PST on Friday, October 8, 2021.

Vendor to submit:
(1) Master Bound Hardcopy Proposal in a binder that allows for easy removal of pages.
(1) Additional Bound Hardcopy Proposal in a binder that allows for easy removal of pages.

(1) Electronic Proposal on CD or Flashdrive

Proposals shall be submitted in a sealed box/envelope and shall be clearly marked: "Response to RFP 21/22-01 Facilities and Resource Management."

Proposals shall be submitted to:
Ed Tech JPA
℅ Irvine Unified School District
Purchasing Department
Attn: Michelle Bennett
5050 Barranca Parkway
Irvine, California 92604

3.3 Delivery to Ed Tech JPA

Proposals may be delivered between the hours of 9:00am and 4:00pm on weekdays, excluding holidays. Written Proposals must be received at the Ed Tech JPA Procurement Office no later than the Proposal Submission Deadline specified in the Calendar of Events. No telegraphic, facsimile, or emailed Proposal will be accepted. The Ed Tech JPA assumes no responsibility for late delivery. Ed Tech JPA reserves the right to negotiate terms and conditions of the RFP as necessary, to reject any or all proposals, to increase quantities, and to waive any irregularities or informalities in the RFP or in this process.

If discrepancies between two (2) or more copies of the Proposal are found, the Proposal may be rejected. If, however, the Proposal is not rejected, the master copy will provide the basis for resolving such discrepancies.

3.4 Withdrawal, Resubmission or Modification

A Vendor may withdraw the Proposal at any time prior to the Proposal Submission Deadline specified in the Calendar of Events, by submitting a written request for its withdrawal to the designated Ed Tech JPA RFP contact, signed by the Vendor or authorized agent. The Vendor may thereafter submit a new or modified Proposal prior to the Proposal Submission Deadline. Modification offered in any other manner, oral or written, will not be considered. A Proposal cannot be changed, corrected, or withdrawn after the Proposal Submission Deadline.

3.5 Calendar of Events

Event	Details	Date
Advertisements - RFP Posting	OC Register	September 1 & 8, 2021
Pre-Proposal Vendor Conference (Non	949-610-7036	Thursday, September 9, 2021 11:00am - 12:00pm

Mandatory)		
Last Day to Submit Questions (RFIs)	edtechjpa@iusd.org	Wednesday, September 22, 2021 12:00pm
Response to Questions Posted	Ed Tech JPA website	Friday, October 1, 2021
Proposals Due	5050 Barranca Pkwy. Attn: Michelle Bennett Irvine, CA 92604	Friday, October 8, 2021 12:00pm
Evaluation and Selection of Finalists		October 8, 2021 - November 29, 2021
ED TECH JPA Board Action		*anticipated Thursday, December 9, 2021

All dates are subject to change. Amendments to these dates, and other aspects of the RFP, will be posted at https://edtechjpa.iusd.org/procurement/open-procurements .

3.6 Preparation
A Proposal should be prepared in such a way as to provide a straightforward description of Vendor capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and completeness and clarity of content.

The completed documents(s) should be without interlineations, alterations, or erasures. The Proposal should present all information in a concise manner, neatly arranged, legible, and in terms understandable for evaluation. All information requested is to be addressed directly and completely. It is more desirable to give additional information than less when the answer could be misinterpreted.

Proposals must follow Ed Tech JPA's prescribed format, including all required forms and response templates. Vendors must include all documents and forms indicated in the Proposal Submission Checklist provided in Appendix B. Write out all answers using the Proposal Form template provided. Additional material may be submitted with the proposal as appendices. No brochures or marketing materials will be considered when scoring Proposals. Cross-references to the Proposal Form in additional materials will not be considered responsive. Any additional descriptive material that is used in support of any information in Vendor's proposal must be clearly identified.

The contents of Vendor's proposal, including technical specifications for hardware and software and software maintenance fees, shall remain valid for a minimum of one hundred and sixty

(160) days after the proposal due date. If selected, Vendor's Proposal pricing shall remain valid for the duration of the contract term including the original contract and all extensions. If Vendor's Proposal includes functionality from a different platform than the facilities and resource management platform the platform offering the functionality shall be clearly identified and all additional costs must be outlined clearly and included in the Optional Costs section of the Pricing Form in Appendix C. Costs not identified by the Vendor shall be borne by the Vendor and will not alter the requirements identified in this solicitation.

 The person signing verifies that he/she is authorized to submit the proposal and bind Vendor to provide the products/services listed in the RFP, Proposal and any resulting Master Agreement and Purchase Agreement(s).

3.7 False and Misleading Statements
A Proposal which contains false or misleading statements, or which provides references which do not support an attribute or condition contended by Vendor, may be rejected if, in the opinion of Ed Tech JPA, such information was intended to mislead Ed Tech JPA in its evaluation of the Proposal, and the attribute, which is a condition or capability of a requirement of this RFP.

3.8 Request for Information (RFI)
Vendors are encouraged to ask questions during the open RFP period. All questions shall be in writing and submitted to the listed Ed Tech JPA contact person. Questions must be received by the deadline specified in the Calendar of Events. There shall be no verbal understandings or clarifications recognized by the Ed Tech JPA. All responses shall be in writing by an authorized Ed Tech JPA employee or their designated representative. Responses to all RFIs received will be posted on the Ed Tech JPA Website. It is Vendor's responsibility to monitor the Ed Tech JPA website for RFI Responses, RFP Amendments, changes, updates, revisions and/or uploaded documents.

3.9 Amendments to the RFP
During the RFP period, the Ed Tech JPA may amend the RFP. Amendments to the RFP and/or calendar of events will be posted at
https://edtechjpa.iusd.org/procurement/current-procurements .

3.10 Limits of the RFP
Ed Tech JPA reserves the right to reject all proposals and will determine what future action, if any, will be taken. All costs incurred in the preparation or submission of a proposal shall be entirely the responsibility of the Vendor and shall not be chargeable directly or indirectly to the Ed Tech JPA, its Members, or Eligible Entities.

3.11 Public Records Act
All records, documents, drawings, plans, specifications and other materials submitted by Vendor in its proposal, during the procurement process, and during the course of any work awarded

shall become the exclusive property of Ed Tech JPA and may be **deemed public records** and subject to the provisions of the California Public Records Act (Government Code, sections 6250 et seq.). Ed Tech JPA's use and disclosure of its records are governed by this Act. Ed Tech JPA will accept information clearly labeled "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" as determined by the submitting party in accordance with the Act. Ed Tech JPA will endeavor to inform Vendor of any request for the disclosure of such information. Under no circumstances, however, will Ed Tech JPA be responsible or liable to Vendor or any other party for the disclosure of any such labeled information. Vendors that indiscriminately identify all or most of their proposal as exempt from disclosure without justification may, at Ed Tech JPA's discretion, be deemed non-responsive; and such information shall be deemed public records. Ed Tech JPA will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of "Trade Secret," "Confidential" or "Proprietary", however pricing documents are not considered proprietary. If litigation is brought under the Public Records Act concerning documents submitted in response to this RFP, the appropriate Vendor shall indemnify, defend and hold harmless Ed Tech JPA in such litigation. Ed Tech JPA reserves the right to withhold information for review by competitors until after it has completed its evaluation. Information marked as "Trade Secret," "Confidential" or "Proprietary" will be available to Ed Tech JPA Members through a member's-only webpage unless Vendor indicates that such information should not be available to Ed Tech JPA Members who are considering purchasing Product.

4.0 Evaluation and Award

4.1 General Information

Award will be made to the Vendor(s) offering an advantageous proposal for facilities and resource management platform and related services. Ed Tech JPA shall not be obligated to accept the lowest priced proposal(s), but will make an award(s) in the best interest of the its Members after all factors have been evaluated. Ed Tech JPA may make awards to multiple vendors. All proposals received in response to this RFP will receive a fair and impartial evaluation by the Ed Tech JPA. In conducting this evaluation, Ed Tech JPA and Members may obtain and use information, in addition to that contained in the proposals, from any source desired. Customers on each Vendor's reference list may be contacted, as may other customers selected by the Ed Tech JPA and listed by Vendor as a reference.

Ed Tech JPA shall make its evaluation in its sole discretion and its decision to award a Master Agreement(s) shall be final. Thereafter, Members electing to purchase Product pursuant to an awarded Master Agreement shall use their discretion in evaluating and selecting Product. The Public Contracts Code section 20118.2 shall guide both the Ed Tech JPA's evaluation of proposals and Master Agreement negotiations, as well as Eligible Entities' selection of vendor, and Purchase Agreement negotiations associated with this Request for Proposals. Vendors should note that some Ed Tech JPA members may have board policies and procedures that limit their ability to contract with agencies outside the United States.

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

4.2 Requirements

Vendors must meet all of the essential requirements defined in this RFP, including compliance with performance, licensing requirements, ability to deliver specified services, conformance to the terms and conditions of this RFP, meeting mandatory system requirements, performance expectations, contract requirements and general terms. Vendors that do not meet the minimum requirements may be disqualified. All essential requirements in Attachment 1 shall be denoted with two asterisks (**).

4.2.1 Permits and Licenses

Vendor and all of the Vendor's employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services listed herein. All operations and materials shall be in accordance with all applicable Federal, State, County and City requirements.

4.2.2 Delivery and Installation Requirements

All items shall be F.O.B. Destination to delivery locations specified in the Site Delivery List. Delivery charges, fuel surcharges or any additional costs associated with delivery will not be accepted or paid by Ed Tech JPA or Participants. Actual delivery of products shall be coordinated with Participants. Pallets and boxes must be broken down and disposed of by Vendor.

4.2.3 Fingerprinting

If applicable, all contractors, including subcontractors shall be required to comply with the provisions of Education Code 45125.1 and 45125.2 and Participant Board policies to ensure that no Vendor employees or employees of subcontractors who may come in contact with Participant pupils in the performance of their duties have been convicted of a violent or serious felony as defined in the California Penal Code Section 677.5(c) and 1192.7(c). During the term of the Agreement, the Vendor, including subcontractors, shall comply with the provisions of Education Code Section 45125.1,including fingerprinting when Participant determines that the Vendor's employees or employees of subcontractor will have more than limited contact with Participant pupils. If the Vendor, or its subcontractors, fails or refuses to comply with this provision, such failure or refusal shall be considered sufficient cause for disqualification from further award considerations. If such failure or refusal to comply occurs after the Purchase Agreement is executed, Participant may terminate the Agreement, in whole or in part, with no penalty.

4.3 Scoring, Interviews & Vendor Presentations

Qualifying Vendors will be evaluated on their complete proposal, based on the following considerations:

Vendor Support and Ability to Perform
Technology Requirements
Functionality and Usability
Price

Vendors must meet all essential requirements to be awarded a Master Agreement pursuant to this RFP. Essential requirements are denoted with two asterisks (**).

Ed Tech JPA reserves the right to 1) conduct in-person interviews and/or require a formal presentation for all or a portion of the responding Vendors, 2) visit one (1) or more of the Vendor's current customer sites, and conduct discussions with responsible representatives who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Prior to award, Vendors may be asked to submit best and final offers. Vendors shall be given fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. In conducting discussions, Ed Tech JPA will not disclose information derived from proposals submitted by competing firms.

Participants reserve the right to 1) conduct in-person interviews and/or require a formal presentation 2) visit one (1) or more current customer sites, and conduct discussions with all or a portion of the Vendors with a current Master Agreement in place with Ed Tech JPA.

4.4 Contract and Warranties

Following the Award of the Master Agreement pursuant to this RFP, Participants may enter into a Purchase Agreement with a selected Vendor to deliver the proposed Products and services. The resulting agreement shall conform to the terms and conditions set forth in this RFP and Ed Tech JPA's standard Purchase Agreement. Copies of Ed Tech JPA's standard Master Agreement and the Purchase Agreement are included in Appendix A of this document. Any exceptions or proposed alterations to conditions and requirements defined in this document and Ed Tech JPA's standard agreements must be included in Vendor's proposal and will be negotiated after award.

The Selected Vendor will guarantee that the proposed Products and services shall conform in all material respects to Ed Tech JPA's specifications in this RFP and the Selected Vendor's documentation accompanying or referred to in this RFP. Vendor may add or delete products introduced or removed from the market by the manufacturer under the following conditions: A) Deleted products have been discontinued and are no longer available from the manufacturer; or

B)Added products are either a direct replacement for original products listed in the RFP, Vendor's Proposal, the Master Agreement and/or any Purchase Agreements, or added products are enriched capabilities, new modules, technology advancements, and/or service categories within the Solution that Vendor did not have at the time the RFP Proposal was submitted. To modify the Product list Vendor shall finalize an Amendment to both the Master Agreement and any applicable Purchase Agreements, with written approval by both parties.

If a Master Agreement is awarded as a result of this procurement process, all warranties made by the Selected Vendor, including the Vendor's Proposal, this RFP and any attachments, bulletins, supporting documentation, or addenda to the RFP shall be incorporated into the Master Agreement and shall be binding upon the Selected Vendor, both pursuant to the Master Agreement and in the execution of Purchase Agreement(s) with Participants. This RFP, any Addenda issued, the Selected Vendor's Proposal, and all supporting documentation will become a part of the Master Agreement and all subsequent Purchase Agreements. Any Proposal attachments, documents, letters, and materials submitted by the Vendor shall be binding and may be included as part of the Master Agreement and Purchase Agreement. Submission of a successful Proposal is not the end of the contractual process; further negotiation over the Agreement terms and conditions will be necessary.

4.5 Covenant Against Gratuities

Vendor warrants by signing and submitting its Proposal in response to this RFP that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor or any agent or representative of Vendor to any officer or employee of Ed Tech JPA with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract.

For breach or violation of this warranty, Ed Tech JPA shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the Ed Tech JPA or its Members in procuring on the open market any services which Vendor agreed to supply shall be borne and paid for by Vendor. The rights and remedies of Ed Tech JPA or its Members provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Master Agreement or Purchase Agreement.

5.0 Rules

The following rules and regulations must be followed by every Vendor and subcontractor doing business with Participants. Failure to comply may result in the removal of Vendor and/or members of Vendor's crew from the job, and possible back charges for Participants' direct costs.

5.1.1   Participants are tobacco free organizations. The use of tobacco or tobacco products is prohibited on any part of the Participant grounds.

5.1.2   Vendor agrees to abide by all applicable city laws, including those relating to hours and noise of construction work. If Vendors want to work other than hours approved by the city, Vendor must get a waiver from the city.

5.1.3   Anyone not directly involved in the scope of work shall not be on the job site, or Participant property. Vendor assumes full responsibility for all parties on the site who are there as a result of their direct or indirect involvement with the Vendor.

5.1.4   No music, i.e. radios, cassettes, CD's, iPods, headphones, or other electronic or acoustic device, etc.

5.1.5   No pets are allowed on Participant property.

5.1.6   Fraternization or other contact with students is strictly forbidden.

5.1.7   Any Vendor working on a site where students are present when Participant has determined that the Vendor's employees or employees of subcontractor will have more than limited contact with Participant pupils must supply the Participant with certification that all employees on the project have been fingerprinted and approved per state law and Participant Board policy. Vendor must agree to abide by all Participating Association Member policies to enforce the safety of students.

5.1.8   The Vendor shall supply Certificate of Insurance coverages, as outlined in the Insurance Requirement Acknowledgement prior to the start of work (Appendix B).

5.1.9   Vendor is required to collect, haul and dispose of all debris, trash and spoilage associated to this project. Vendor shall keep all items secured and maintained in a safe manner until properly disposed of.

5.1.10   Care must be taken to minimize damage to the surrounding work environment. All areas affected by the project are to be restored to a pristine condition. This includes replacement of any damaged property or equipment, painting, woodwork, wood staining, trim, cabinetry, carpentry, masonry and all other areas as needed.

5.1.11   Participant has a **Zero Tolerance Policy** that will be enforced towards negative or questionable conduct or behavior.

5.1.12   While on Participants' property and/or project area there will be **No Fraternizing** by the Vendor's workforce with anyone outside the project's workforce.

5.1.13   Professional and Neat Appearance of workforce shall be maintained at all times. No offensive, suggestive, or inappropriate attire will be permitted.

5.1.14   Use of foul, slanderous, offensive, discourteous or disrespectful language WILL NOT be tolerated.

5.1.15   **"Cruising" or "Loitering" on Participant property or job site is not permitted** at any time. Employees or associates of the Vendor when not engaged in official activities as directed by their employer shall leave Participants' property until the next work call.

5.1.16   Vendor or its employees or associates are not allowed to be in any area of the Participants' property that has not been specifically authorized by Participant or its designee without an official and designated escort.

5.1.17   Vendor will remove and replace all furniture and equipment as required. Vendor will make liaison with the appropriate designated representative on relocation of any equipment. Note: the greatest care is to be taken in all cases when dealing with Participant equipment. Any damage is at the Vendor's expense.   Vendor must notify Participant two (2) days in advance when personal items must be removed or may be affected by the Vendor.

5.1.18   Vendor shall maintain the project area in the highest state of safety and cleanliness. During the work shift the areas will be kept orderly and not allowed to become cluttered or in a state where safety is compromised. At the end of each shift Vendor shall ensure that all project equipment, material and debris is properly stowed and secured, or picked up and disposed of as appropriate.

5.1.19   Vendor will be required, as part of the Master Agreement with EdTech JPA to indemnify EdTech JPA and related persons under certain circumstances. Vendor is directed to those sections in the Master Agreement.

5.1.20 Vendor will also be required by the Purchase Agreement to indemnify the Participant and related persons under certain circumstances. Vendor is directed to those sections in the Purchase Agreement.

5.1.21   Vendor, when required by law, and at the request of Participant, shall pay prevailing wages.

5.1.22   Based on the installation plan supplied to the Participant for a particular site or sites, the Participant may require the Provider to obtain a payment bond, a performance bond, or both.

5.1.23 Each Associate Member of Ed Tech JPA may have additional Rules, which will be provided to Vendor upon request. Vendor agrees to adhere to the Rules for each Associate Member and/or Founding Member that it contracts with.

6.0 Proposal Format

All Proposals shall be submitted on the attached Proposal Form, provided as Attachment 1. These instructions prescribe the mandatory Proposal Form and the approach for the development and presentation of Proposal information. Proposal Form instructions must be adhered to, all questions must be answered, and all requested data must be supplied. Vendor response to each of the minimum requirements in this RFP is required. Failure to respond or non-adherence to any minimum requirement in this section may be cause for the Proposal to be rejected.

Vendor shall submit a Proposal Form with all information requested. The Proposal should be as clear, complete, and consistent as possible. Some items in this section request a direct response or supporting information from the Vendor. Other items are written as statements of compliance. Vendor must confirm compliance/conformance to all statements in its response. All sections and subsections must be addressed. All documents requiring Vendor signature shall be executed by a duly authorized representative of Vendor.

In addition to responding to the defined minimum requirements, Ed Tech JPA encourages Vendor to submit information about additional functionality or services not specifically requested in the RFP and documentation to support the claims in its Proposal. Vendor's proposal should be constructed to provide a complete picture of the features of the proposed Solution, the Vendor's ability to perform, and functionality or services that may distinguish the proposed Solution from other competitive offerings. Proposals will be evaluated both on the satisfaction of Ed Tech JPA's minimum requirements, as well as the additional information submitted by Vendors to depict their complete Solutions. Additional material may be submitted with the proposal as appendices. No brochures or marketing materials will be considered when scoring Proposals. Any additional descriptive material that is used in support of any information in Vendor's proposal must be clearly identified.

Vendors must meet all essential requirements in each Section completed in Vendor's response to be awarded a Master Agreement pursuant to this RFP. Essential requirements are denoted with two asterisks (**). If Vendor does not offer aspects of a solution Vendor may leave the Section asking for details about the Products not offered blank, and make a note "Not Included".

Appendix A: Standard Master Agreement and Standard Purchase Agreement

ED TECH JPA MASTER AGREEMENT: RFP No. #
Services Platform

This Master Agreement ("MA"), is made as of **DATE** ("Effective Date"), by and between the Education Technology Joint Powers Authority ("ED TECH JPA") and **[INSERT]** ("VENDOR").

BACKGROUND

A.   Education Technology JPA is a Joint Powers Authority formed by California public school districts, county offices of education, and community college districts pursuant to California Government Code Sections 6500-6536. ED TECH JPA aggregates purchasing power and expertise for its Associate Members across California.

B.   ED TECH JPA establishes its contracts for products and services through the following process:

1.   On [DATE], ED TECH JPA issued a Request for Proposal for **SERVICES Platform** (the "RFP") on behalf of ED TECH JPA members. ED TECH JPA invited qualified vendors to submit pricing products and services in response to the RFP.
2.   ED TECH JPA published the RFP on its Website and in a local periodical:
3.   ED TECH JPA received one or more responses to the RFP. ED TECH JPA evaluated all responses which complied with the terms of the RFP, using the following criteria: Functionality and Usability, Vendor Support and Ability to Perform, Price, and Technology Requirements.
4.   ED TECH JPA selected VENDOR for an award under the RFP for **Services Platforms** (the "Products"). The parties are entering this Master Agreement ("MA") to evidence the terms and conditions of that award.

AGREEMENT

Now, therefore, for good and valuable consideration, the parties agree as follows.

1. GRANT AND ACCEPTANCE OF AWARD

ED TECH JPA awards this MA to VENDOR under the RFP with respect to the products or services ("Products") at the prices listed in Exhibit B. VENDOR accepts the award and confirms VENDOR's acceptance of all terms and conditions of the RFP, which are incorporated herein by this reference. The RFP, VENDOR's proposal in response to the RFP ("VENDOR's Proposal"), and the Standard Student Data Privacy Agreement are incorporated herein by this reference. This MA includes the services and pricing offered in VENDOR's Proposal, as identified in Appendix C, Pricing Form. Prices will remain valid for all Participating Associate Members of ED TECH JPA through the expiration of the MA.

2. TERM

The term of this MA (the "Term") shall commence on the Effective Date and shall expire after a period of five (5) years. The Agreement may be terminated by Ed Tech JPA or Member for convenience after three years by the giving of notice of at least thirty (30) days before the expiration of the (3) year term. The parties understand that Participants may order Products under this MA to be delivered after the Term of this MA; in some cases, Products may be delivered over multiple years after the Term. The expiration or termination of this MA shall not affect VENDOR's obligation to deliver Products as ordered by Participants during the Term.

3. PARTICIPANTS

The pricing, terms, and conditions of this MA will be made available to ED TECH JPA Founding Members, Associate Members and to other "Eligible Entities" who elect to become Associate Members of the ED TECH JPA. Eligible Entities are all California public school districts, county offices of education, and community college districts, and any other public agency in the United States whose procurement rules, whether internal rules or rules enacted pursuant to statute, allow them to purchase Products through a procurement vehicle such as ED TECH JPA. A "Participant" or "Participating Associate Member" is an Eligible Entity who chooses to purchase items through this MA, including Associate Members and Founding Members.

VENDOR acknowledges that each Participant is responsible for (a) completing their own due diligence regarding the suitability of VENDOR and Products for Participant's needs, (b) entering into one or more Purchase Agreements with VENDOR to document the quantities, total costs, and delivery terms for Products, (c) and coordinating implementation of Products with VENDOR. VENDOR is not under any contractual obligation to provide Products to Participants until such time as both a MA and a Purchase Agreement have been fully executed. The RFP was conducted for the limited purposes specified in the RFP. ED TECH JPA does not provide assurance or warranty to VENDOR with respect to other issues, including Participant's payments to VENDOR. ED TECH JPA will not assist in implementation or represent VENDOR in the resolution of disputes with Participants.

4. PURCHASE AGREEMENTS

Participating Associate Members may browse products on the JPA website. Prior to executing the Purchase Agreement ("PA"), Associate Members will work with a VENDOR representative to determine the VENDOR implementation timeline and implementation plan ("Implementation Plan") as further described in Section 2.2 of the RFP. To confirm Participant's request to buy Products using the RFP, Participant and VENDOR must complete and execute a Purchase Agreement ("PA") for the specific Products. VENDOR shall provide a copy of complete PAs to ED TECH JPA within 30 days of request by ED TECH JPA.

The PA will contain a general description of the Products ordered, contact information for VENDOR and Participant related to purchase and sale of the Products, and an acknowledgement that the purchase is subject to the terms of the RFP and this MA. Participant

and VENDOR may agree on contingencies, such as timing contingencies, applicable to delivery of Products.

A report outlining all completed PAs must be presented to ED TECH JPA at the same time the Administrative Fee is paid to Ed Tech JPA, at the same due date listed in Section 15.b.. VENDOR will work directly with a Participating Associate Member to fulfil the order according to the parties' agreed-upon Implementation Plan. ED TECH JPA is not responsible to verify payment to VENDOR.

5.   PROGRAM PROMOTION

It is in the interest of both parties that VENDOR will promote and support ED TECH JPA Master Agreements using methods that best suit the VENDOR's business model, organization, and market approach. ED TECH JPA specifically desires VENDOR to generate interest in the MA, and direct its existing clients who are Eligible Entities to use its MA as VENDOR's preferred form of contracting with Eligible Entities.

VENDOR may be asked to participate with ED TECH JPA staff in related trade shows, conferences, and online presentations to promote the MA. ED TECH JPA will promote MAs through the creation of marketing materials, as well as active outreach to its constituents.

ED TECH JPA expects VENDOR's field and internal sales forces will be trained and engaged in use of the MA for the duration of the contract term. VENDOR agrees that all sales will be accurately and timely reported to ED TECH JPA. VENDOR shall provide a single point of contact with the authority and responsibility for the overall success of promotion of the MA.

ED TECH JPA may schedule periodic reviews with VENDOR to evaluate VENDOR's performance of the commitments outlined in this MA, as well as leads, current projects and projected sales.

6.   INVOICING FOR SERVICES

VENDOR shall invoice each Participant for Products and Participant shall disburse payment to VENDOR upon receipt of the Board approved, executed Purchase Agreement between Participating Associate Member and VENDOR. ED TECH JPA does not guarantee timely payment. The Purchase Agreement is between VENDOR and Participant.

7.   PRODUCT ADDITIONS/DELETIONS

VENDOR may add or delete Products introduced or removed from the market by the manufacturer under the following conditions:

A) Deleted Products have been discontinued and are no longer available from the manufacturer;

B) Added Products are either a direct replacement or are substantially equivalent to original products listed in the RFP, VENDOR's Proposal, the Master Agreement and/or any Purchase Agreements, or Added Products are enriched capabilities, new modules, technology advancements, and/or service categories within the Products that VENDOR did not have at the time the RFP Proposal was submitted;

C) VENDOR has obtained prior written Board approval from Ed Tech JPA;

D) VENDOR receives an executed Amendment to the Master Agreement;

E) VENDOR has obtained any required prior written Board approval from Participating Associate Members; and

F) VENDOR receives an executed Amendment to any applicable Purchase Agreement.

8. MINIMUM PRICE GUARANTEE

VENDOR agrees not to sell directly, or through a reseller, the Products(s) subject to the Master Agreement at a price lower than the price offered pursuant to the RFP and this Master Agreement to ED TECH JPA's Eligible Entities (regardless of whether the Eligible Entity is an Associate Member of the ED TECH JPA), including all California public school districts, county offices of education, and community college districts, and any other public agency in California whose procurement rules, whether internal rules or rules enacted pursuant to statute, allow them to purchase goods or services through a procurement vehicle such as ED TECH JPA.

During the period of delivery under a contract resulting from this RFP, if the price of an item decreases, Ed Tech JPA Participating Associate Members shall receive a corresponding decrease in prices on the balance of the deliveries for as long as the lower prices are in effect. Vendor agrees to amend the Master Agreement to reflect the decreased pricing. At no time shall the prices charged to Ed Tech JPA Participating Associate Members exceed the prices under which the RFP was awarded. Ed Tech JPA Participating Associate Members shall be given the benefit of any lower prices which may, for comparable quality and delivery, be given by the Vendor to any other school district or any other state, county, municipal or local government agency in a California County for the product(s) listed in the RFP.

9. EXPENSES.

ED TECH JPA shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR in providing Products and Services for ED TECH JPA or Associate Members.

10. COMPLIANCE WITH APPLICABLE LAW

The Products completed herein must meet the approval of the ED TECH JPA and shall be subject to the ED TECH JPA's general right of inspection to secure the satisfactory completion thereof. VENDOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to VENDOR, VENDOR's business, the Products, equipment and personnel engaged in Products covered by this MA or accruing out of the performance of such Products. If VENDOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, VENDOR shall bear all costs.

11.   DATA PRIVACY

VENDOR agrees that all products and services are fully compliant with all applicable requirements including all state and federal laws. VENDOR has executed the Standard Student Data Privacy Agreement (NDPA), attached to the RFP as Appendix E.

12.   PERMITS/LICENSES

VENDOR and all VENDOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Products pursuant to this MA.

13.   INSURANCE

VENDOR shall insure VENDOR's activities in connection with the Products under this MA and agrees to carry insurance as specified in the RFP to ensure VENDOR's ability to adhere to the indemnification requirements under this MA.

14.   TRANSACTION REPORTING

VENDOR will comply with all reasonable requests by ED TECH JPA for information regarding VENDOR's transactions with Participants, including transmittal of transaction data in electronic format. VENDOR will report to ED TECH JPA all Services ordered by Participants, in reasonable detail, not later than the reporting period outlined in section 15.B. of this MA. VENDOR acknowledges that ED TECH JPA will track the use of this MA through databases managed by ED TECH JPA. A template Usage Report is attached hereto as Exhibit A.

15.   ADMINISTRATIVE FEE

A. VENDOR agrees to pay ED TECH JPA an administrative fee (the "Administrative Fee") calculated as four percent (4%) of Vendor's income directly or indirectly resulting from any Participant agreement with Vendor based on an award under the RFP and all revenue derived directly from any Participant Agreement, including any Additional Services, or agreement extensions or renewals. Vendors whose gross sales exceed two million dollars ($2,000,000.00) each fiscal year may receive a discount and pay Administrative Fees as follows:

Sales Amount*	Administrative Fee**
$2,000,000.00 - $3,999,999.99	3.5%
$4,000,000.00 and above	3%

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

****Sales are the annual gross amount received directly or indirectly by Vendor in relation to any Participant Agreement with Vendor based on an award under the RFP, including any Additional Services, or agreement extensions or renewals.

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

For purchases made with federal funds, a different fee structure may apply. Computations of the Administrative Fee shall exclude state, local, or federal taxes levied on invoiced amounts. Unless otherwise stated herein, the Administrative Fee is not refundable to Participants or Vendors under any circumstances. In the event ED TECH JPA's operating costs increase, the Administrative Fee is subject to an increase to offset such increased costs. Any increase shall be authorized by Ed Tech JPA's Board of Directors ("Board") and shall take effect on the day approved by the Board. Any increase shall be communicated to Vendors with no less than thirty (30) days notice from ED TECH JPA, and VENDOR shall be permitted to amend this MA to increase pricing in the attached Exhibit B in direct proportion to the adjusted Administrative Fee. Such amendment shall take immediate effect and apply to all Purchase Agreements executed after the execution date of the Amendment.

B. Administrative Fees shall be reported and payable at the end of each quarter as follows:

Reporting Period	Due Date
January 1 - March 31	April 30
April 1 - June 30	July 31
July 1 - September 30	October 31
October 1 - December 31	January 31

C. VENDOR must submit a check, payable to Education Technology Joint Powers Authority remitted to:
Ed Tech JPA
℅ Clovis Unified School District
Business Services Department
1450 Herndon Ave
Clovis, CA 93611

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

G. Any payments that a VENDOR makes or causes to be made to Ed Tech JPA after the due date as indicated on the Quarterly Report Schedule shall accrue interest at a rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, until such overdue amount shall have been paid in full. The right to interest on late payments shall not preclude Ed Tech JPA from exercising any of its other rights or remedies pursuant to this agreement or otherwise with regards to Vendor's failure to make timely remittances.

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

16. CONTRACT MANAGEMENT

A. The primary VENDOR contract manager for this Master Agreement shall be as follows:
Name:
Attn:
Address:
Email:
Phone:

B. The primary Ed Tech JPA contract manager for this Master Agreement shall be as follows:
Education Technology JPA
Attn: Michelle Bennett
5050 Barranca Parkway
Irvine, CA 92604
MichelleBennett@iusd.org
949-936-5022

C. Should the contract administrator information change, the changing party will provide written notice to the affected party with the updated information no later than ten (10) business days after the change.

17. INDEMNIFICATION

To the extent permitted under applicable law, VENDOR will defend, indemnify and hold harmless ED TECH JPA and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim: (i) alleging that the product infringes or misappropriates the proprietary or intellectual property rights of such third party; (ii) that results from the negligence or intentional misconduct of VENDOR or its employees or agents; or (iii) that results from any breach of any of the representations, warranties or covenants contained herein by VENDOR or in any direct communication between VENDOR and any ED TECH JPA Member.

To the extent permitted under applicable law, ED TECH JPA will defend, indemnify and hold harmless VENDOR and its directors, officers, employees, and agents from and against all

damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim that results from (i) the negligence or intentional misconduct of ED TECH JPA or its employees or agents or (ii) any breach of any of the representations, warranties or covenants contained herein by ED TECH JPA.

18.   ATTORNEYS' FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this MA, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which the party may be entitled.

19.   SEVERABILITY

In the event that any provision of this MA is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this MA will be affected by such holding, and all of the remaining provisions of this MA will continue in full force and effect.

20.   DEFAULTS

In the event that VENDOR defaults in its obligations under this MA, and if such default is not cured within 30 days after notice of the default from ED TECH JPA to VENDOR, then ED TECH JPA may pursue any available remedies against VENDOR, including but not limited to termination of this MA.

21.   GOVERNING LAW AND VENUE

THIS MA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS LOCATED IN ORANGE COUNTY, CALIFORNIA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS MA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

PROVISIONS REQUIRED BY LAW: VENDOR acknowledges that it has conducted and performed the required research to become aware and knowledgeable of all federal, state and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this MA. These provisions of law and any clause required by law that is associated with this transaction will be read and enforced as though it were included herein.

22.   NOTICES

All notices under this MA must be in writing and will be effective (a) immediately upon delivery in person or by messenger, (b) the next business day after prepaid deposit with a commercial courier or delivery service for next day delivery, (c) upon receipt by facsimile as established by evidence of successful transmission, (d) when emailed to the receiving party at the receiving party's assigned email address with delivery receipt requested, upon electronic confirmation the

transmission has been delivered, or (e) five (5) business days after deposit with the US Postal Service, certified mail, return receipt requested, postage prepaid. All notices must be properly addressed to the addresses set forth on the signature page to this MA, or at such other addresses as either party may subsequently designate by notice.

23.   ASSIGNMENT

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

24.   COUNTERPARTS

This MA may be signed and delivered in two (2) counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the MA, and the MA shall not be binding on any party until all Parties have signed it.

25.   AUTHORIZED SIGNATURE

The individual signing this MA warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the MA and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

26.   SURVIVAL

The parties' respective obligations under the following sections of this MA shall survive any termination of this MA: Sections 13 through 21, covering Transaction Reporting, Administrative Fee, Indemnification, Attorneys' Fees, Severability, Defaults, Governing Law, and Notices.

27.   EXHIBITS

This MA includes all documents referenced herein, whether attached hereto or otherwise incorporated by reference.

28.   ENTIRE AGREEMENT AND ORDER OF PRECEDENCE. This MA, the RFP, VENDOR's Proposal, and the NDPA are the entire agreements between the parties and

supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this MA will be effective unless in writing and signed by both parties. Notwithstanding any language to the contrary therein, no VENDOR terms or conditions stated in VENDOR's Proposal, an invoice, or in any other documentation, will be incorporated into or form any part of this MA, and all such terms or conditions will be void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the NDPA; (2) any exhibit, schedule, or addendum to this Agreement; (2) the body of this MA; (3) VENDOR's Proposal; and (4) the RFP.

29. ADDITIONAL INSURED ENDORSEMENT LANGUAGE

Any general liability policy provided by VENDOR hereunder shall contain an endorsement which applies its coverage to ED TECH JPA, members of ED TECH JPA's board of trustees, and the officers, agents, employees and volunteers of ED TECH JPA, individually and collectively, as additional insureds.

"ED TECH JPA, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

IN WITNESS WHEREOF, the parties have executed this Master Agreement as of the Effective Date.

ED TECH JPA   **VENDOR**

_____   _____

By: Brianne Ford   **By:**
President of the Board   **Its:**

_____   _____

Date   Date

Exhibit A

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY — Vendor Partner Quarterly Report

Vendor Partner Name:
Reporting Period:
Accounts Payable Address:
Accounts Payable Email Address:

Member Agency	Date Purchase Agreement Executed	Date Order Fulfilled/Invoice Generated	Order Details/Products Purchased	Total Purchase Price	JPA Administrative Fee (4% of purchase price)	New/Renewal	Notes
				Total:			

Exhibit B

ED TECH JPA Pricing

ED TECH JPA PURCHASE AGREEMENT: [Product/RFP]

This Purchase Agreement (this "PA"), is made as of **DATE** (the "Effective Date"), by and between the [INSERT ASSOCIATE MEMBER] ("PARTICIPANT") and [INSERT] ("VENDOR").

BACKGROUND

A.   Education Technology JPA ("ED TECH JPA") is a Joint Powers Authority formed by California public school districts, county offices of education, and community college districts pursuant to California Government Code Sections 6500-6536. ED TECH JPA aggregates purchasing power and expertise for its Associate Members across California.

B.   ED TECH JPA establishes its contracts for products and services through the following process:

1.   On [DATE], ED TECH JPA issued a Request for Proposal for [PRODUCT] (the "RFP") on behalf of ED TECH JPA members. ED TECH JPA invited qualified vendors to submit pricing products and services in response to the RFP.
2.   ED TECH JPA published the RFP on its Website and in a local periodical.
3.   ED TECH JPA received one or more responses to the RFP. ED TECH JPA evaluated all responses which complied with the terms of the RFP, using the following criteria: Functionality and Usability, Vendor Support and Ability to Perform, Price, and Technology Requirements.
4.   ED TECH JPA selected VENDOR for an award under the RFP for [PRODUCT] and services (the "Products") and thereafter entered into a Master Agreement (MA) to establish the terms by which Associate Members of the Ed Tech JPA may purchase products from Vendor.

C.   A California public entity using the Ed Tech JPA RFP to buy Products is a "Participant" or "Participant".

D.   PARTICIPANT has completed its own due diligence regarding the suitability of VENDOR and Products for Participant's needs.

E.   The parties are entering this PA to establish the terms and conditions of the purchase by Participant pursuant to that MA.

AGREEMENT

Now, therefore, for good and valuable consideration, the parties agree as follows.

1.   PARTICIPATION IN MASTER AGREEMENT

This PA is subject to the terms of the RFP and the corresponding MA between ED TECH JPA and VENDOR, which are incorporated herein by this reference. VENDOR and PARTICIPANT agree (a) to the terms and conditions of the RFP and the MA covering the requested Products, (b) any additions or deletions to Products listed on this PA shall be promptly executed through an amendment to this PA, signed by VENDOR and PARTICIPANT.

VENDOR agrees as follows:

Vendor acknowledges that each PARTICIPANT is responsible for (a) completing their own due diligence regarding the suitability of VENDOR, (b) prior to executing a Purchase Agreement, PARTICIPANTS will work with a VENDOR representative to establish an Implementation Plan with the PARTICIPANT, as further described in Section 2.3 of the RFP, and (c) a Participant is not bound to a purchase until it has obtained approval from its Board and executed this Purchase Agreement with the VENDOR for the Product. VENDOR further acknowledges and agrees (c) by entering into one or more Purchase Agreements with PARTICIPANT, VENDOR is has agreed to the delivery terms for Products as established in the Implementation Plan and VENDOR will faithfully carry out timely implementation of the Products with PARTICIPANT. Order details, including an Additional Services, and the parties' Implementation Plan are attached hereto as Exhibit A.

PARTICIPANT agrees as follows:

PARTICIPANT acknowledges and agrees that (a) it has performed its own due diligence in selecting the VENDOR's Product and its suitability to Participant's needs, including using price as a significant factor, (b) VENDOR has provided a suitable Implementation Plan to Participant outlining all necessary dates and Participant needs, and (c) it will pay the costs as quoted by VENDOR in the RFP and the MA.

2. COMPLIANCE WITH APPLICABLE LAW
VENDOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to VENDOR, VENDOR's business, the Products, equipment and personnel engaged in Products covered by this PA or accruing out of the performance of such Products. If VENDOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, VENDOR shall bear all costs.

3. DATA PRIVACY
VENDOR agrees that all Products and services are fully compliant with all applicable requirements including all state and federal laws. VENDOR has executed the Standard Student Data Privacy Agreement CA-NDPA (NDPA), attached to the RFP as Appendix E.

4. PERMITS/LICENSES
VENDOR and all VENDOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Products pursuant to this PA.

5. INSURANCE
VENDOR shall insure VENDOR's activities in connection with the Products under this PA and agrees to carry insurance as specified in the RFP to ensure VENDOR's ability to adhere to the indemnification requirements under this PA.

6.   EQUIPMENT ADDITIONS/DELETIONS

VENDOR may add or delete equipment introduced or removed from the market by the manufacturer under the following conditions:

A) Deleted Equipment has been discontinued and is no longer available from the manufacturer;
B) Added Products are either a direct replacement or is substantially equivalent to original products listed in the RFP, VENDOR's Proposal, the Master Agreement and/or any Purchase Agreements, or Added Products are enriched capabilities, new modules, technology advancements, and/or service categories within the PRODUCT solution that VENDOR did not have at the time the RFP Proposal was submitted;
C) VENDOR has obtained prior written Board approval from Ed Tech JPA;
D) VENDOR receives an executed Amendment to the Master Agreement;
E) VENDOR has obtained prior written Board approval from Participants; and
F) VENDOR receives an executed Amendment to the Purchase Agreement.

7.   INVOICING FOR SERVICES

The RFP Number and Name shall appear on each purchase order and invoices for all purchases placed under this Purchase Agreement. Unless otherwise agreed upon by both parties in writing, signing a delivery and acceptance certificate constitutes acceptance of the Products and allows VENDOR to invoice for the Products. ED TECH JPA does not guarantee timely payment. The Purchase Agreement is between VENDOR and Participant.

8.   CONTRACT MANAGEMENT
   A. The primary VENDOR contract manager for this Purchase Agreement shall be as follows:
   Name:
   Attn:
   Address:
   Email:
   Phone:
   B. The primary Participant contract manager for this Purchase Agreement shall be as follows:
   Name:
   Attn:
   Address:
   Email:
   Phone:
   C. The primary Ed Tech JPA contract manager for this Purchase AGreement shall be as follows:
   Education Technology JPA
   Attn: Michelle Bennett
   5050 Barranca Parkway

Irvine, CA 92604
edtechjpa@iusd.org
949-936-5022

D. Should the contract administrator information change, the changing party will provide written notice to the affected parties with the updated information no later than ten (10) business days after the change.

9. INDEMNIFICATION

VENDOR will defend, indemnify and hold harmless Participants and ED TECH JPA and their directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim: (i) alleging that the product infringes or misappropriates the proprietary or intellectual property rights of such third party, except to the extent that such infringement results from (A) PARTICIPANT's misuse of the product, (B) Participant modifications to the product, or (C) PARTICIPANT continuing the allegedly infringing activity after VENDOR has provided PARTICIPANT with modifications that would have avoided the alleged infringement; (ii) that results from the negligence or intentional misconduct of VENDOR or its employees or agents; or (iii) that results from any breach of any of the representations, warranties or covenants contained herein by VENDOR. If the product becomes or, in VENDOR's opinion, is reasonably likely to become the subject of any injunction preventing use as contemplated herein for the reasons stated in this Section 14, VENDOR, or its designee, may, at its option, (i) procure for PARTICIPANT the right to continue using the Product, (ii) replace or modify the Product so that it becomes non-infringing without substantially compromising its functionality, or, if (i) and (ii) are not reasonably available to VENDOR, then (iii) terminate this PA as to the infringing Product, require the return of the allegedly infringing Product and/or refund to PARTICIPANT a portion of the fees paid by PARTICIPANT in respect of the Product depreciated on a straight-line basis over one (1) year from the Effective Date. VENDOR agrees to notify ED TECH JPA and Participant in the event of any claim against VENDOR alleging intellectual property infringement regarding Products and services listed in the RFP. VENDOR agrees to notify ED TECH JPA of any claims against VENDOR by any Participant.

(b)   By PARTICIPANT. To the extent permitted under applicable law, PARTICIPANT agrees to defend, indemnify and hold harmless VENDOR and ED TECH JPA and their directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim that results from (i) the negligence or intentional misconduct of PARTICIPANT or its employees or agents or (ii) any breach of any of the representations, warranties or covenants contained herein by PARTICIPANT.

(c)   DISCLAIMER OF LIABILITY. ED TECH JPA does not provide assurance or warranty to VENDOR or PARTICIPANT with respect to issues arising under this PA, including Participant's payments to VENDOR. ED TECH JPA will not represent VENDOR or PARTICIPANT in the resolution of disputes arising under this PA.

10.   ATTORNEYS' FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this PA, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which the party may be entitled.

11.   SEVERABILITY

In the event that any provision of this PA is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this PA will be affected by such holding, and all of the remaining provisions of this PA will continue in full force and effect.

12.   ASSIGNMENT

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

13.   DEFAULTS

In the event that VENDOR defaults in its obligations under this PA, and if such default is not cured within 30 days after notice of the default from ED TECH JPA to VENDOR, then ED TECH JPA may pursue any available remedies against VENDOR, including but not limited to termination of this PA.

14.   GOVERNING LAW AND VENUE

THIS PA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS IN THE COUNTY WHERE PARTICIPANT IS LOCATED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS PA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

PROVISIONS REQUIRED BY LAW: VENDOR acknowledges that it has conducted and performed the required research to become aware and knowledgeable of all federal, state and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this PA. These provisions of law and any clause required by law that is associated with this transaction will be read and enforced as though it were included herein.

15.   NOTICES

All notices under this PA must be in writing and will be effective (a) immediately upon delivery in person or by messenger, (b) the next business day after prepaid deposit with a commercial courier or delivery service for next day delivery, (c) upon receipt by facsimile as established by evidence of successful transmission, (d) when emailed to the receiving party at the receiving party's assigned email address with delivery receipt requested, upon electronic confirmation the transmission has been delivered, or (e) five (5) business days after deposit with the US Postal Service, certified mail, return receipt requested, postage prepaid. All notices must be properly addressed to the addresses set forth on the signature page to this PA, or at such other addresses as either party may subsequently designate by notice.

16.   COUNTERPARTS

This PA may be signed and delivered in two (2) counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the PA, and the PA shall not be binding on any party until all Parties have signed it.

17.   AUTHORIZED SIGNATURE

The individual signing this PA warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the PA and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

18.   TERM & TERMINATION

The term of this PA (the "Term") shall commence on the Effective Date and shall expire after a period of number (#) years. The parties understand that PARTICIPANTS ordering Products pursuant to the Master Agreement may extend for multiple years after the Term of the Master Agreement, upon mutual written consent of both parties, for a term not to exceed five years. The expiration or termination of the Master Agreement shall not affect VENDOR's obligation to deliver Products as ordered by PARTICIPANTS pursuant to this PA.

TERMINATION OF CONTRACT

Without limiting any rights or remedies which PARTICIPANT may have in the event of any default by VENDOR, PARTICIPANT shall have the right, upon fifteen (15) days' prior written notice to VENDOR, to terminate this PA at any time and without cause prior to complete delivery. Such termination shall be without any obligation or liability to VENDOR other than payment of charges for the value of work performed, and for necessary expenditures which can be established by VENDOR as having been reasonably incurred prior to the time that notice of termination is given. In no event shall the termination charges exceed the purchase price of the equipment/services. In the event of any termination, PARTICIPANT shall be entitled to all materials, work in process, and completed work included as value of work performed and necessary expenditures in determining the charges referred to above and paid by PARTICIPANT. VENDOR agrees to allow mutual contract termination in whole or in part, in the

event that PARTICIPANT does not allocate funding for the continuation of this contract or any portion thereof. In the event of termination due to non-allocation of funds, both parties shall be held without fault and there shall be no financial consequences assessed as a penalty on either party.

19.   SURVIVAL

The parties' respective obligations under the following sections of this PA shall survive any termination of this PA: Sections 6 through 12, covering Administrative Fee, Indemnification, Attorneys' Fees, Severability, Defaults, Governing Law, and Notices.

20.   EXHIBITS

This PA includes all documents referenced herein, whether attached hereto or otherwise incorporated by reference.

21.   ENTIRE AGREEMENT AND ORDER OF PRECEDENCE. The RFP, VENDOR's Proposal in response to the RFP, the MA, the NDPA and this PA are the entire agreement between the parties and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this PA will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no VENDOR terms or conditions stated in VENDOR's Proposal, an invoice, or in any other documentation, will be incorporated into or form any part of this PA, and all such terms or conditions will be void.   In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the MA; (2) the NDPA; (3) any exhibit, schedule, or addendum to this Agreement; (4) the body of this Agreement; (5) VENDOR's Proposal; and (6) the RFP.

22.   ADDITIONAL INSURED ENDORSEMENT LANGUAGE

Any general liability policy provided by VENDOR hereunder shall contain an endorsement which applies its coverage to PARTICIPANT, members of PARTICIPANTS's board of trustees, and the officers, agents, employees and volunteers of PARTICIPANT, individually and collectively, as additional insureds.

"[Participating Associate Member Name], its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

IN WITNESS WHEREOF, the parties have executed this Purchase Agreement as of the Effective Date.

PARTICIPANT/ASSOCIATE MEMBER   <mark>**VENDOR**</mark>

_____   _____

By: **By:**

Its: **Its:**

_____   _____

 Date   **Date**

Appendix B: Required Forms

All required forms must be submitted as part of the Vendor's complete proposal on or before the Proposal Deadline specified in the calendar of events. Required Forms are listed below.

Proposal Submission Checklist
Master Agreement & Purchase Agreement Confirmation
Acknowledgment of Amendments to RFP
Vendor Representation and Certification
Noncollusion Declaration
Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
Certification on Restrictions on Lobbying
Worker's Compensation Certificate
Drug-Free workplace
Tobacco Use Policy
Criminal Records Check Certification by Vendor
Disclosure of Proposal
W-9
Insurance Requirements Acknowledgement
Minimum Price Guarantee Acknowledgment
Administrative Fee Acknowledgment
Rules Acknowledgement

PROPOSAL SUBMISSION CHECKLIST

- ❏ Proposal Submission Checklist (Appendix B)
- ❏ Master Agreement & Purchase Agreement Confirmation (Appendix B)
- ❏ Acknowledgment of Amendments to RFP (Appendix B)
- ❏ Vendor Representation and Certification (Appendix B)
- ❏ Noncollusion Declaration (Appendix B)
- ❏ Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters (Appendix B)
- ❏ Certification on Restrictions on Lobbying (Appendix B)
- ❏ Workers' Compensation Certificate (Appendix B)
- ❏ Drug Free Workplace Certification (Appendix B)
- ❏ Tobacco Use Policy (Appendix B)
- ❏ Criminal Records Check Certification by Vendor (Appendix B)
- ❏ W-9 (Appendix B)
- ❏ Disclosure of Proposal
- ❏ Insurance Requirements Acknowledgement (Appendix B)
- ❏ Minimum Price Guarantee Acknowledgment (Appendix B)
- ❏ Administrative Fee Acknowledgment (Appendix B)
- ❏ Rules Acknowledgement (Appendix B)
- ❏ Pricing Form (Appendix C)
- ❏ Service Level and Maintenance Agreement (if applicable) (Appendix D)
- ❏ Sample Reports and Training Materials (Appendix D)
- ❏ Standard Student Data Privacy Agreement CA-NDPA (Appendix E)
- ❏ Proposal Form (Attachment 1)

Write out all answers using the Proposal Form in Attachment 1. Additional material may be submitted with the proposal as appendices. No brochures, marketing materials, or internal company documentation will be considered when scoring Proposals. Cross-references to the Proposal Form in additional materials will not be considered responsive. Any additional descriptive material that is used in support of any information in Vendor's proposal must be clearly identified.

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

MASTER AGREEMENT & PURCHASE AGREEMENT CONFIRMATION

Upon notification of selection and Board Approval by a Participant, the undersigned hereby promises and agrees to furnish all articles or services within the dates specified, in the manner and form and at the prices herein stated in strict accordance with the advertisement, specifications, proposals and general conditions all which are made a part of the Purchase Agreement.

Name under which business is conducted

Business Street Address   City   State Zip Code

Telephone Number:

IF SOLE OWNER, sign here:
I sign as sole owner of the business named above.

Signature	Date

Name	Title

IF PARTNERSHIP, sign here:
The undersigned certify that we are partners in the business named above and that we sign this purchase agreement with full authority so to do. (One (1) or more partners sign)

Signature	Date

Name	Title

Signature	Date

Name   Title

IF CORPORATION, sign here:

The undersigned certify that they sign this purchase agreement with full and proper authorization so to do.

Signature   Date

Corporation Legal Name

Name   Title

Incorporated under the laws of the State of

ACKNOWLEDGEMENT OF AMENDMENTS TO RFP

VENDOR HEREBY ACKNOWLEDGES RECEIPT OF ANY AND ALL AMENDMENTS TO THE RFP.

If Vendor has no knowledge of any amendments to the RFP having been issued to, or received by, Vendor, please check the following box: ☐

Amendments

Amendment No	Date Published	Date Received

Signature   Date

Vendor Legal Name

Name   Title

VENDOR REPRESENTATION AND CERTIFICATION

The undersigned hereby acknowledges and affirms that:

•   He/she is a duly authorized agent of the Vendor with the authority to submit a Proposal on behalf of the Vendor (corporate or other authorization confirmation may be requested prior to final contract execution).

•   He/she has read the complete RFP documents and all amendments issued pursuant thereto.

•   The Proposal complies with State conflict of interest laws. The Vendor certifies that no employee of its firm has discussed, or compared the Proposal with any other Vendor or District employee, and has not colluded with any other Vendor or District employee.

•   If the Vendor's Proposal is accepted by Ed Tech JPA, the Vendor will enter into a Master Agreement with Participants to provide the Services, Systems and Equipment described by the Proposal on the terms mutually acceptable to Participants and the Vendor.

•   Ed Tech JPA reserves the right to reject any or all proposals.

I hereby certify that I am submitting the attached Proposal on behalf of

I understand that, by virtue of executing and returning this required response form with the Proposal, I further certify, that the Vendor understands and does not dispute any of the contents of the proposal requirements (except as may be noted in the response).

Signature	Date

Vendor Legal Name

Name	Title

NOTE: If Joint Venture, each member of the joint venture must provide a completed certificate form.

NONCOLLUSION DECLARATION

TO BE EXECUTED BY VENDOR AND SUBMITTED WITH PROPOSAL

(Public Contract Code section 7106) The undersigned declares:

I am the

(title) of

(Vendor), the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Vendor has not directly or indirectly induced or solicited any other vendor to put in a false or sham proposal. The Vendor has not directly or indirectly colluded, conspired, connived, or agreed with any vendor or anyone else to put in a sham proposal, or to refrain from submitting a proposal. The Vendor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Vendor or any other vendor, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other vendor. All statements contained in the proposal are true. The Vendor has not, directly or indirectly, submitted its proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Vendor that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Vendor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed as follows.

Signature	Date

Vendor Legal Name

Name	Title

City	State

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The

(Principal) of

(Vendor Name)

Certifies to the best of its knowledge and belief that it and its principals:

1.	Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

2.	Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.	Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4.	Have not within a three-year period preceding this proposal had one (1) or more public transactions (federal, state or local) terminated for cause or default.

If unable to certify to any of the statements in this certification, the participant shall attach an expiration to this certification.

I HEREBY CERTIFY AND AFFIRM THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTAND THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature	Date

Vendor Legal Name

Name	Title

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I hereby certify on behalf of

(name of offeror) that

(Firm name) meets the following qualifications:

1.   No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2.   If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to Influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached, Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

3.   The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature	Date

Vendor Legal Name

Name	Title

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

b. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

c. For any county, city, city and county, municipal corporation, public DISTRICT, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signature	Date
Vendor Legal Name	
Name	Title

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

DRUG FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code §8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the Vendor may be subject to debarment from future contacting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code §8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a.   Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b.   Establishing a drug-free awareness program to inform employees about all of the following:

i.   The dangers of drug abuse in the workplace;

ii.   The person's or organization's policy of maintaining a drug-free workplace;

iii.   The availability of drug counseling, rehabilitation and employee-assistance programs;

iv.   The penalties that may be imposed upon employees for drug abuse violations;

c.   Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I the undersigned, agree to fulfill the terms and requirements of Government Code §8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of statement required by §8355 (a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Participant determines that I have either (a) made false certification herein, or (b) violated this certification by failing to carry out the requirements of §8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of §8350, et seq.

I acknowledge that I am aware of the provisions of Government Code §8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Signature	Date

Vendor Legal Name

Name	Title

TOBACCO USE POLICY

In the interest of public health, Participant provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the Participant. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I and my employees will adhere to the requirements of the policy.

Signature   Date

Vendor Legal Name

Name   Title

NOTICE TO VENDORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE §45125.1)

Education Code §45125.1 provides that if the employees of any entity that has a contract with a school DISTRICT may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code §1192.7(c) or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contract shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The Vendor shall certify in writing to the Board of Trustees of the school DISTRICT that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code §667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code §1192.7 lists the following : "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

CRIMINAL RECORDS CHECK CERTIFICATION BY VENDOR
(AB 1610, 1612 and 2102)

To the Board of Trustees of Participant:

I,

| |
| |

(name)
certify that:

| |
| |

(Name of Vendor)

1.   has carefully read and understands the Notice to Vendors Regarding Criminal Record Checks (Education Code §45125.1) required by the passage of AB 1610, 1612 and 2102.

2.   Due to the nature of the work it will be performing for the Participant,

| |
| |

(Name of Vendor)
employees may have contact with students of the DISTRICT.

3.   None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code §1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

| Signature | Date |
| | |

| Vendor Legal Name | |
| | |

| Name | Title |
| | |

| City | State |
| | |

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EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

DISCLOSURE OF PROPOSAL

☐   I hereby agree to the posting of this **full Proposal** and supporting documents on a password protected website available only to active Ed Tech JPA Members.

OR

☐   I agree to the posting of a **redacted Proposal** and supporting documents on a password protected website available only to active Ed Tech JPA Members.

Signature   Date

Vendor Legal Name

Name   Title

W-9

Current Version Available at: http://www.irs.gov/pub/irs-pdf/fw9.pdf

Please be sure to enter Vendor's full legal name. This is the name that will be used for awarded vendors.

Insurance Requirements Acknowledgement

These are the Insurance Requirements for Vendors providing services or supplies to Ed Tech JPA, and its Founding Members and Associate Members. By submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional Contract documents are executed, the actual Insurance Requirements may include additional provisions as deemed appropriate by Ed Tech JPA and the Participant. All insurers must be duly licensed and admitted by the State of California.

Mandatory Requirements (unless Participant reduces or excludes coverage requirements)

1.   Commercial General Liability insurance for bodily injury and property damage, including accidental death in the combined single limit of not less than $1,000,000 per occurrence ($2,000,000 aggregate) and $3,000,000 Excess/Umbrella Liability.

Minimum Limits (If required by Participant)

1.   Workers' Compensation and Employer's Liability insurance in the amount of not less than $1,000,000 per occurrence.

2.   Professional Liability insurance in an amount of not less than $1,000,000 per occurrence ($2,000,000 aggregate). If Professional Liability policy is made on a claims-made basis, the vendor/consultant must purchase and maintain an extending reporting period (tail coverage) for one year.

Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to Ed Tech JPA or Participant, as applicable. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this RFP, Master Agreement and Purchase Agreements with Associate Members.

Optional Insurance

Cyber Risk insurance to cover both tangible and intangible property risk of the system and data, as well as third party liability for breaches of security is encouraged, but not required by EdTech JPA. Desired coverage includes: i. Security and privacy liability, including privacy breach response costs, regulatory fines and penalties; ii. Media liability, including infringement of copyright, trademark and trade dress (intellectual property by appearance of product, design, or packaging); iii. Cyber extortion; and iv. Privacy. Suggested limits of not less than $2,000,000 per occurrence, or sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this RFP, Master Agreement and Purchase Agreements with Associate Members. The Policy should include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor.

Additional Insured Endorsement Language

"[Participant Name], its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by

District shall be excess and noncontributory."

Additional Insured Endorsements are required to accompany Certificates of Insurance. Certificate of Insurance shall provide thirty (30) day prior written notice of cancellation.

Additional Required Documents

Certificates of Insurance must be accompanied by a list of all excluded coverages under the general liability and excess/umbrella liability policies. The exclusion policy document section must be provided to Participants. The general liability and excess/umbrella liability documents must list the corresponding policy numbers referenced on the Certificate of Insurance.

Individual Associate Member Requirements

Individual Associate Members may have different/additional requirements than the minimum insurance requirements specified herein. Vendor agrees to maintain insurance that meets the requirements of individual Associate Members.

I hereby agree to the insurance requirements specified herein.

Signature	Date

Vendor Legal Name	

Name	Title

Minimum Price Guarantee Acknowledgment

To prevent underpricing and protect seller Margin, Vendor's pricing shall be subject to a Minimum Price Guarantee (MPG), whereby, Vendor shall agree not to sell directly, or through a reseller, to Ed Tech JPA's Eligible Entities (regardless of whether the Eligible Entity is an Associate Member of the Ed Tech JPA), including all California public school districts, county offices of education, and community college districts, and any other public agency in California whose procurement rules, whether internal rules or rules enacted pursuant to statute, allow them to purchase goods or services through a procurement vehicle such as Ed Tech JPA, the Products(s) subject to the Master Agreement at a price lower than the price offered pursuant to the RFP and the Master Agreement.

During the period of delivery under a contract resulting from this RFP, if the price of an item decreases, Ed Tech JPA Participants shall receive a corresponding decrease in prices on the balance of the deliveries for as long as the lower prices are in effect. Vendor agrees to amend the Master Agreement to reflect the decreased pricing. At no time shall the prices charged to Ed Tech JPA Participants exceed the prices under which the RFP was awarded. Ed Tech JPA Participants shall be given the benefit of any lower prices which may, for comparable quality and delivery, be given by the Vendor to any other school district or any other state, county, municipal or local government agency in a California County for the product(s) listed in the RFP.

I hereby agree to the Minimum Price Guarantee specified herein.

Signature	Date

Vendor Legal Name	

Name	Title

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Administrative Fee Acknowledgment

VENDOR agrees to pay ED TECH JPA an administrative fee (the "Administrative Fee") calculated as four percent (4%) of the gross invoiced amount of any Participant agreement with VENDOR based on an award under the RFP and all revenue derived directly from any Participant Agreement, including any Additional Services, and agreement extensions or renewals. Vendors whose gross sales exceed two million dollars ($2,000,000.00) may be eligible to pay a discounted Administrative Fee. Computations of the Administrative Fee shall exclude state, local, or federal taxes levied on invoiced amounts. The Administrative Fee must be included when determining the pricing offered. The Administrative Fee is not negotiable and shall not be added as a separate line item on an invoice. The Administrative Fee is not refundable to Participants or Vendors under any circumstances.

I hereby agree to the Administrative Fee specified herein.

Signature	Date

Vendor Legal Name

Name	Title

Rules Acknowledgement

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

Signature	Date

Vendor Legal Name

Name	Title

Appendix C: Pricing Form

Detail all costs associated with the proposed Solution, including, but not limited to, complete delivery, the implementation, installation, configuration, software licensing, maintenance, ongoing support, repairs, parts, recommended professional services, taxes and surcharges, and costs of optional services and products. Describe any assumptions made impacting the cost proposal, and any limitations (e.g., professional service hours, number of initial distribution groups) that apply to the listed costs. Costs not identified by the Vendor shall be borne by the Vendor and will not alter the requirements identified in this solicitation.

- One Time Costs
- Annual Recurring Costs
- Optional Services/Solutions and Costs

One-Time Costs: Expand the following table as required to provide pricing for the proposed Solution to meet the requirements specified in this RFP.

Vendor Name:

One-Time Costs			
Item	**Description**	**Unit Cost** *(Indicate Flat Cost or Per Student, Staff, User, etc.)*	**Estimated Total Cost**
Implementation	*Including but not limited to: Data Integration, Transition from Existing Systems, ProjectManagement, Professional Services, Configuration Support, User/Permissions Setup Training (Core IT Staff, District Trainers and Teachers)*		
Training	*Including but not limited to: Training Services(Core IT Staff, District Trainers and Teachers), Training Documentation (Electronic and Editable per RFP)*		
Other	*Please Describe:*		
Total One-Time Costs:			

Annual Recurring Costs: Expand the following tables as required to provide pricing for the proposed system to meet the requirements specified in this RFP. Include Software Upgrade Costs and Maintenance Support and Assurance. Explain any escalation or price change for each year if pricing for each year is not identical. Provide the hourly rate for services not covered by warranty or service contracts. If pricing is different based on quantity of licenses purchased, or any other factor(s), please provide pricing for Tier 1 and Tier 2, along with specifications to qualify for each Tier. If inadequate specifications are made Participants may select which Tier they belong in, to the best of their knowledge.

Tier 1 Annual Recurring Costs			
Specify number of licenses and any additional requirements to qualify for Tier 1 Pricing:			
Item	**Examples of Included Items**	**Unit Cost** *(Indicate Flat Cost or Per Student, Staff, User, etc.)*	**Estimated Total Cost** *(Years 1-5)*
Solution	*Including but not limited to: Software, Licensing, training materials and release notes.*		*Year 1:* *Year 2:* *Year 3:* *Year 4:* *Year 5:* *TOTAL:*
Maintenance and Support			*Year 1:* *Year 2:* *Year 3:* *Year 4:* *Year 5:* *TOTAL:*
Upgrade & Update Costs	*Including but not limited to: Updated training materials and release notes.*		*Year 1:* *Year 2:* *Year 3:* *Year 4:* *Year 5:* *TOTAL:*

Transaction Fees/ Customer Revenue	*Describe any fees collected on Customer-generated revenue from the solution (e.g., percentage or flat fee charged based on revenue from a resource reservation by an outside group). Note whether fees are per transaction or a percentage of the total amount charged.*		
Other	*Please Describe:*		*Year 1:* *Year 2:* *Year 3:* *Year 4:* *Year 5:* *TOTAL:*
Total Annual Recurring Costs			*Year 1:* *Year 2:* *Year 3:* *Year 4:* *Year 5:* *TOTAL:*

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

Maintenance and Support			*Year 1:* *Year 2:* *Year 3:* *Year 4:* *Year 5:* *TOTAL:*
Upgrade & Update Costs	*Including but not limited to: Updated training materials and release notes.*		*Year 1:* *Year 2:* *Year 3:* *Year 4:* *Year 5:* *TOTAL:*
Transaction Fees/ Customer Revenue	*Describe any fees collected on Customer-generated revenue from the solution (e.g., percentage or flat fee charged based on revenue from a resource reservation by an outside group). Note whether fees are per transaction or a percentage of the total amount charged.*		
Other	*Please Describe:*		*Year 1:* *Year 2:* *Year 3:* *Year 4:* *Year 5:* *TOTAL:*
Total Annual Recurring Costs			*Year 1:* *Year 2:* *Year 3:* *Year 4:* *Year 5:* *TOTAL:*

Optional Services and Costs: Expand the following table as required to provide pricing for the proposed Solution to meet the requirements specified in this RFP. All costs for functionality in the proposal must be listed in the Optional Services/Solutions if not identified in the previous pricing forms. Costs not identified by the Vendor shall be borne by the Vendor and will not alter the requirements identified in this solicitation.

	Optional Services/Solutions and Costs			
Item	**Description** *(Check box if required to meet minimum requirements of this RFP)*	**Dependent Requirements** *(If required to meet requirements in this RFP, list requirements that are dependent on the Optional Services/Costs OR Future development efforts)*	**Unit Cost** *(Indicate Flat Cost or Per Student, Staff, User, etc.)*	**Estimated Total Cost** *(Years 1-5)*
	☐ **Required to Meet Requirements**		____Recurring ____One-Time	*Year 1:* *Year 2:* *Year 3:* *Year 4:* *Year 5:* *TOTAL:* ____Recurring ____One-Time
	☐ **Required to Meet Requirements**		____Recurring ____One-Time	*Year 1:* *Year 2:* *Year 3:* *Year 4:* *Year 5:* *TOTAL:* ____Recurring ____One-Time
	☐ **Required to Meet Requirements**		____Recurring ____One-Time	*Year 1:* *Year 2:* *Year 3:* *Year 4:* *Year 5:* *TOTAL:* ____Recurring ____One-Time

Appendix D: Supplementary Materials

Service Level and Maintenance Agreement (if applicable)
Sample Reports and Training Materials
Additional Resources that Support the Proposal

Appendix E: Standard Student Data Privacy Agreement (CA-NDPA Standard)

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

Ed Tech JPA

and

Provider

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

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

(the **"Provider")**,

located at

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

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

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

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

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

2. **Special Provisions.** *Check if Required*

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

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

3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.

4. This DPA shall stay in effect for five (5) years. Exhibit E will expire five (5) years from the date the original DPA was signed.

5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the **"Services").**

6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Michelle Bennett   Title:Procurement Specialist

Address: 5050 Barranca Parkway, Irvine, CA 92604

Phone: 949-936-5022   Email: edtechjpa@iusd.org

The designated representative for the Provider for this DPA is:

Name: Title:

Address:

Phone: Email:

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

LEA: Education Technology Joint Powers Authority
By: Date:

Printed Name: Brianne Ford   Title/Position: President

PROVIDER:
By: Date:

Printed Name: Title/Position:

STANDARD CLAUSES
Version 3.0

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational

interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data

2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.

3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.

2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty-five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student Generated Content to a separate account created by the student.

4. **Law Enforcement Requests.** Should law enforcement or other government entities {"Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the

Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.

5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.

2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA {34 CFR § 99.31{a}{l)), LEA shall include a specification of criteria for determining who constitutes a School Official and what constitutes a legitimate educational interest in its annual notification of rights.

3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.

4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.

2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A and/or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.

3. **Provider Employee Obligation**. Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an

appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.

4. No Disclosure. Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or Personally Identifiable Information contained in the Student Data other than as directed or permitted in writing by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data:** Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes:

(1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.

6. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to Article II section 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D".** If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D".

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

in this DPA and its accompanying exhibits.

ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.

2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The Provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in **Exhibit "F".** Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "F".** Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F".** Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.

4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:

   (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:

      i. The name and contact information of the reporting LEA subject to this section.

ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.

iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.

iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and

v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

(2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

(3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including Personally Identifiable Information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

(4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.

(5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E".** be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.

2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.

3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

6. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

7. **Successors Bound.** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business In the event that the Provider sells, merges,

or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.

8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.

9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

<u>EXHIBIT "A"</u>

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE.
IF MORE THAN ONE PRODUCT (RESOURCE) OR SERVICE IS INCLUDED, LIST EACH PRODUCT
(RESOURCE) HERE]

EXHIBIT "B"

SCHEDULE OF DATA

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

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

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

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

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

EXHIBIT *"C:'"* DEFINITIONS

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

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

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

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

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

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

Student Generated Content: The term "student-generated content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re disclosure of Personally Identifiable Information from Education Records.

Service Agreement: Refers to the Contract and/or Terms of Service and/or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to,

information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

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

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

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

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EXHIBIT "D" DIRECTIVE FOR DISPOSITION OF DATA

Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

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

   an attachment to this Directive:

[Insert categories of data here]

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

2. Nature of disposition

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

[Insert or attach special instructions]

3. Schedule of Disposition

Data shall be disposed of by the following date:
   As soon as commercially
   practicable. By

4. Signature

Authorized Representative of LEA   Date

5. Verification of Disposition of Data

Authorized Representative of Company   Date

EXHIBIT "E" GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Education Technology joint Powers Authority

("Originating LEA") which is dated _____ , to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or five (5) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

PROVIDER:

By:_____   Date:_____

_____

Printed Name:_____Title/Position:

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the

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

LEA:
BY:_____Date:_____
Printed Name:_____Title/Position:
SCHOOL DISTRICT NAME**:**
DESIGNATED REPRESENTATIVE OF LEA**:**
Name: _____ Title:

Address: _____ Telephone Number:

Email: _____

EXHIBIT "F" DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks

2/24/2020

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

Cybersecurity Frameworks

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

	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit htt p:// www.eds pex.org for further details about the noted frameworks.

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

EXHIBIT "G" Supplemental SDPC State Terms for California

Version 1.0

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

, located at

(the **"Provider").**

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

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

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

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

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

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

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

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

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

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

LEA: Education Technology Joint Powers Authority

By: _____   Date: _____

Printed Name:____Brianne Ford_____Title/Position:____President

PROVIDER:

By: _____Date: _____

Printed Name:_____Title/Position:_____

Attachment 1: Proposal Form

Contractor Information

Firm/Contractor Name	
Primary Contact Name	
Contact Title	
Contact Email	
Contact Phone	

Write out all answers using the Proposal Form. Additional material may be submitted with the proposal as appendices. No brochures, marketing materials, or internal company documentation will be considering when scoring Proposals. Cross-references to the Proposal Form in additional materials will not be considered responsive. Any additional descriptive material that is used in support of any information in your proposal must be clearly identified. Essential criteria is denoted with double asterisks (**), and green boxes. Each vendor must meet the essential criteria to be awarded a contract with Ed Tech JPA. Criteria without double asterisks in blue boxes are supplemental criteria our members may use to determine the products and services that best meet their needs.

Part 1 Vendor Support and Ability to Perform

Please respond to each requirement directly and provide additional documentation as needed to support the Proposal.

1.1 Vendor Background/Qualifications:	
Instructions/Overview: Provide a brief description of Vendor's firm(s), as well as any other firms joining with Vendor to provide services.	
History of the firm(s)	
Age of the firm(s)	
Number of employees	
Organizational structure of the firm(s)	
Length of time in the industry	
Number of office locations	
Addresses of all offices	

1.2 Vendor Contact(s)	
Instructions/Overview: Provide a list of company contacts. For each provide: name, description of role, detailed experience information and/or resume.	
Contract/sales contact	
Product manager(s)	
Other (specify)	

	Yes	No	Comments
1.3 Confirm that Vendor will meet the minimum insurance requirements specified in Appendix B. List any insurance requirements Vendor will request a waiver for, if chosen as the Selected Vendor. If the Selected Vendor fails to maintain the required insurance coverages, without a waiver approved by Ed Tech JPA and/or Participant staff, Ed Tech JPA and/or Participant may declare Vendor in breach of the Master Agreement and/or Purchase Agreement. **			
1.4 Confirm that Vendor maintains cyber insurance.			
1.5 Confirm that Vendor will acquire and adhere to any permits, fees, inspections, and construction administrative requirements. Confirm that a copy of all applicable permit applications and, upon issuance, all approved permit(s) shall be provided to the Participant. **			
1.6 Vendor acknowledges and agrees to all specifications listed in Sections 1 - 6 of this RFP. **			
1.7 Vendor certifies that it complies with the Civil Rights Act of 1964, and all applicable Federal and State laws and regulations relating to equal employment opportunity.			

1.8 Provide a brief overview of Vendor's technical experience, qualifications, and background in providing and maintaining a facilities and resource management platform and related services for similarly sized K-12 education and/or government customers. Indicate the prior experience of Vendor that is relevant to this contract. Include sufficient detail to demonstrate the relevance of such experience. Please provide specific examples of recently completed K-12 or government projects similar in size, scope and timeline to this project. Proposal should evidence Vendor's awareness of and support for the unique needs of education clients. **

1.9   Provide evidence of long-term fiscal stability. Artifacts may include fiscal reports or recent audit results that demonstrate consistent and current financial security. Financial information submitted in response to Section 1.8 will be considered proprietary information.

1.10   Make a written commitment to make available trained personnel, and software support to fully maintain the Solution for a minimum period of five years from the date of implementation.

1.11 Subcontractors

1.11.1 Subcontractors Information: Any subcontractors performing services against this agreement must be fully listed and detailed in the proposal submitted by Vendor. State any work proposed to be provided by a subcontractor, and provide evidence of each subcontractor's capability and willingness to carry out the work. For each proposed subcontractor, include:

Firm Name	
Address	
Management contact person	
Complete description of work to be subcontracted	
Descriptive information concerning subcontractor's organization and abilities.	

	Yes	No	Comments
1.11.2 Vendor agrees to bind every subcontractor by the terms and conditions of this RFP, Vendor Proposal and all resulting agreements, including licensing and experience qualifications, as far as such terms and conditions are applicable to the subcontractor(s) work. If Vendor subcontracts any part of this agreement/contract, Vendor shall be fully responsible to the Participant for acts and omissions of its subcontractor and of persons either directly or indirectly employed by Vendor. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and Ed Tech JPA or between any subcontractor and the Participant. **			

1.12 References

	Yes	No	Comments
1.12.1 Confirm product is in operational use, actively supported by Vendor in at least five (5) K-12 or government organizations. **			

Provide customer references for at least five (5) K-12, postsecondary education, or government organizations currently serviced by the Vendor. Include the size of each reference organization and the scope of the project.   At least three (3) of the references must be using the proposed products.   Installations should be similar in scope, timeline and technical design to Vendor's Proposal for Ed Tech JPA. Vendors who are not located in the United States, but who are located in a country where the GDPR governs and/or who do not perform their proposed Solutions in the United States, but whose performance is in a country where the GDPR governs (Foreign Vendors), must include at least three (3) references located within the United States that use the SolutionEach reference must include the following information:

Organization/Customer Name.

Name, Title, and Contact Information of an organization contact who has ongoing involvement in the Solution and is knowledgeable about the implementation.

Organization/Customer Size - Indicate the number of employees, students, licenses, and stations. Indicate any additional information that may be useful in determining the size of the organization/customer.

Implementation Length - Length of time from contract execution to full implementation for the referenced project.

Installation date of the system.

Description of in-use system – please include details, including but not limited to, which products are currently in use by reference. Please note if the system installed is comparative to the system proposed for Ed Tech JPA. (References must be from organizations using the same or similar products and services).

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Vendor Project Manager(s) for implementation and ongoing use of products and services.

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

Reference #2	
Organization/Customer Name	
Name, Title & Contact information for company contact	
Organization/Customer Size - Number of employees/students/licenses	
Implementation length - from contract execution to full implementation	
Installation Date	
Description of system *include number of locations	
Vendor Project manager	

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

Reference #4	
Organization/Customer Name	
Name, Title & Contact information for company contact	
Organization/Customer Size - Number of employees/students/licenses	
Implementation length - from contract execution to full implementation	
Installation Date	
Description of system *include number of locations	
Vendor Project manager	

Reference #5	

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

1.13 Implementation

	Yes	No	Comments
1.13.1 Vendor acknowledges and confirms compliance with all processes and requirements defined in RFP Section 2.00: Purchase Agreement Implementation Process. Identify any exceptions or deviations from the proposed project approach, site access requirements and Vendor expectations. **			
1.13.2 Vendor confirms that it will provide Participants with written implementation plans with specific dates no later than two weeks after receiving notification from Participants unless a later date is agreed to by both parties. Participants will not be required to implement Vendor's Solution until after approving the implementation plan, obtaining Participant Board approval, and upon full execution of the Purchase Agreement. **			
1.13.3 Confirm that Vendor will provide maintenance services, and will not outsource maintenance.			
1.13.4 Vendor confirms that its delivery and maintenance employees shall wear distinctive company clothing and display company/employee identification,			

including the employee photograph and name. Vendor agrees that all Vendor employees who will be on site will adhere to applicable laws and Participants' background check and supervision requirements. All Vendor employees must check in at the administration office of each site prior to any delivery or site work. **			
1.13.5 If selected, Vendor will agree to contract language allowing mutual contract termination in whole or in part, in the event that Participant(s) does not allocate funding for the continuation of this contract or any portion thereof. In the event of termination due to non-allocation of funds, both parties shall be held without fault and there shall be no financial consequences assessed as a penalty on either party.			

1.13.6 Specify any minimum system requirements that must be in place prior to implementation.

1.13.7   Provide a general project plan that includes implementation of the proposed Solution. Include a general outline of essential tasks/milestones and the estimated timeline for implementation. **

1.13.8 Describe Vendor's proposed project approach, including the roles and responsibilities of project team members, required tasks and any necessary onsite work. Include a detailed list of Participant and Vendor responsibilities during the implementation process. **

1.13.9   Identify examples of Vendor resources/staff that will be assigned to Participants' implementations, including estimated availability and anticipated time commitment, years of experience with the company, and recent projects similar in scope to Participant implementation.

1.13.10 Describe any assumptions or constraints impacting Vendor's project timeline. If

any feature or component of the Solution will be phased in on a later timeline (e.g., historical data importing), identify those constraints here. **

1.13.11   Confirm that the Solution can transfer facilities, open work orders, and resource reservation data from the Participants' current system(s) to the new Solution. If this is limited to specific providers/systems please list those with which this capability exists. Provide information related to the Vendor's transition approach. List any assumptions or conditions that would impact data migration to the Solution from an incumbent system.

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

1.13.13   Vendor confirms that should the awarded Vendor be a new vendor, the Vendor shall coordinate with the previous vendor for implementation of the new Solution. Describe Vendor approach and services supporting customer transitions from incumbent facilities and resource management systems to ensure minimal interruption.

1.14 Training

	Yes	No	Comments
1.14.1 Confirm that, if selected, Vendor will provide electronic, editable copies of training materials as well as suggestions for use and best practices as part of the training process.			

1.14.2   Provide an overview of the recommended implementation training approach. Describe whether Vendor approaches training through a train-the-trainer approach, turn-key implementation, or other strategy. Be specific about the number of staff that will be directly trained by Vendor personnel under the proposal. Define whether training will be conducted in person, remotely (synchronous) or via on-demand tools. Provide an outline of the proposed training content and sample supporting materials. If different training is available for different elements of the Solution please specify details.**

1.14.3 Include a detailed explanation of the training Vendor will provide for site leads/management and system administrators. Please indicate on which functions the system administrator will be trained. **

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1.14.4 Include the recommended training approach and associated costs for all users. Provide cost options for direct, Vendor-led training for end-users, train-the-trainer and on-demand/self-paced (video or document tutorials) alternatives.

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1.14.5 Describe additional system administration and technical training that is available. Please include the projected costs for the training classes, where they are held, who provides them and if and what certifications would be provided if Participant staff completes various levels.

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

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1.14.7 Describe available webinars and online training.

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1.15 Support and Maintenance

	Yes	No	Comments
1.15.1 Confirm that unlimited support is available through a toll-free phone number and online ticketing system minimally from 6am to 4pm PST (Monday-Friday). **			
1.15.2 Confirm emergency after-business-hours support is available for critical issues (site/district outage, data integration failure). **			
1.15.3 Confirm that, if selected, Vendor will provide full-time, company-employed customer service			

professionals who are trained specifically to support the products and configuration recommended for Participant. Please describe the size, work location and organizational structure of the support team. **		
1.15.4 Confirm that Vendor does not outsource customer support.		
1.15.5 Confirm that Vendor will appoint one point-of-contact for each Participant to act as a company liaison and point of escalation for support and/or platform issues.		

1.15.6   Describe standard support hours (24x7x365 preferred). Describe extended and/or emergency support hours. If standard support is not available 24x7x365, describe criteria used and/or limitations on the availability of emergency or escalated support requests.

1.15.7 Provide response and resolution times to tickets/reported incidents. Include the severity/type of incident, the average response and resolution time for similar incidents over the past two years and the target and guaranteed response and resolution times included in Vendor's proposal.

1.15.8 Provide data to show the number of support requests, median response time, and customer satisfaction metrics used to evaluate the responsiveness and effectiveness of Vendor's support team.

1.15.9 Describe the process for submitting support requests. Explain how support requests are tracked. Describe how the original requestor as well as centralized Participant support personnel (IT contact and contract administrator) can access support request history.

1.15.10 Describe the escalation procedures for issues. Please be specific about when and how an issue may be escalated including:
- Automated triggers based on issue severity,
- Automated triggers based on time-lag to resolution,

- Direct request from the Participant (customer),
- Direct request from Vendor staff (e.g, customer success manager), and/or
- Other event or request.

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

1.15.12 Describe systems in place to capture customer feedback and how that feedback is used to inform Vendor's development and organizational priorities.

1.15.13 Provide release notes for system upgrades and enhancements over the past two years. If release notes are not available, provide a list of features enhanced or added in that timeframe.

1.15.14 Indicate what Vendor defines to be "regular" and "emergency" services, and describe the expected and guaranteed response time for "regular" and "emergency" services.

1.15.15 State what recourse is available if the proposed Solution does not perform as quoted and the Participant is faced with loss or interruption of service.

1.15.16 Indicate the provisions for service and support if Vendor's business terminates, is subjected to a strike, or shutdown for any reason.

Part 2 Technology Requirements

For each requirement, Vendor must indicate whether the feature request or requirement is fully met in the current, publicly available version of the platform ("Yes"), the feature or requirement is not available ("No"), the feature or requirement is partially satisfied by functionality available in the current release or will be available in a planned, upcoming, future release ("P"), or the feature can be custom developed as desired ("C"). If the feature or requirement is planned for a future date, Vendor must provide the release number (version) and date. Planned enhancements listed without a scheduled release date will be evaluated as if the technology is not available. If the feature can be custom developed Vendors must provide clear pricing in Appendix C:Pricing (hourly, flat rate based on scope of work, etc).

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

2.1   General

	Yes	No	Planned (P)	Customized (C)	Comments
2.1.1 Confirm that the Solution shall be designed to anticipate and provide for increases in data storage needs, increasing size and scope of data sets on-line, and increasing number of users.**					
2.1.2 Confirm that software updates are included in the maintenance contract.					

2.1.3 Provide information regarding the Solution database platform and versions supported.

2.1.4   Specify whether the Solution is Vendor-hosted (web/cloud-based) or Participant-hosted (on-premise). **

2.1.4.1 If the Solution is on-premise, specify all hardware required to support the Solution.

2.1.4.2   If the Solution is on-premise, confirm that the Solution can be run in a Virtualized environment (VM Ware, Hyper V).

2.1.4.3 If the Solution is web/cloud-based, describe what measures have been taken to ensure resiliency/high availability.

2.1.4.4 If the Solution is web/cloud-based, describe any browser or application requirements including: supported browsers and minimum versions, dependencies on third-party software. Please note any browser specific limitations to the functionality provided by the Solution.

2.1.5   Provide details regarding Vendor needs and expectations for remote access to systems and open ports required for communication and data exchange between system components. **

2.1.6   Describe Vendor process for testing and releasing software updates, and providing for business continuity during major upgrades. Describe expectations of Participant staff to apply upgrades for Solution.

2.1.7 Describe the typical frequency of software updates on an annual basis and whether software updates are required at these intervals or if they are included/or optional. Describe how Participants are notified of new software upgrades and tools available.

2.2 Performance and Reliability

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

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

2.2.3 State uptime for the Solution for the past three (3) years. Scheduled maintenance that renders the Solution unavailable for typical usage, should be counted as an outage. Describe process for maintenance, including communications and Solution availability during scheduled maintenance. Define uptime commitments included in Vendor's service level agreement.**

2.2.4 Provide a list of any site-wide outages over the past two years. Include the duration of the outage and an impact statement listing the services affected.**

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

2.2.6 Describe Vendor support for disaster recovery of the complete Solution in the instance of data corruption, complete data failure, complete server failure, or complete site failure. Provide evidence of comprehensive disaster recovery planning.

2.2.7 Describe how Vendor anticipates and provides for increases in data storage needs, increasing size and scope of data sets on-line, and increasing number of users. Provide an overview of how Vendor scales both infrastructure and support personnel to meet necessary demand.

2.2.8 If on-premise installation is recommended, provide all technical documentation including minimum requirements, database sizing recommendations, and Solution architecture and installation.

2.3 Upgrades and Maintenance

2.3.1   Confirm anticipated Solution availability (ideally 24/7, 365 days per year). Provide details related to scheduled maintenance windows and precautions taken to minimize service disruption due to planned maintenance.**

2.3.2   Clarify whether Vendor will host dedicated, separate production, test and training environments for Participants under this agreement. Participants may request a testing database that is refreshed nightly from production data, where new releases can be previewed and modifications tested prior to application to production. A training database should provide a de-identified/scrambled data set for use in conducting training and developing internal training documents.

2.3.3   If a dedicated, separate test environment is not provided as part of the Solution, describe Vendor's recommended strategy for safely applying and testing configuration changes and/or large-scale data changes (e.g., modifying an import file).

2.3.4   Provide details on maintenance service arrangements for the proposed Solution and the cost for any alternative available including maintenance contracts and per-call maintenance cost.

2.4 Data and Interoperability

	Yes	No	P	C	Comments
2.4.1 Confirm that the Solution utilizes common standards for data integration and interoperability.					

2.4.2   Participants require full access to extract user-generated, system and usage data. Please describe how Vendor's proposed Solution supports this requirement. **

2.4.3 Please specify which platforms Vendor's proposed Solution integrates with for authentication/authorization (Active Directory, One Directory, Google Single Sign On, etc.). **

2.4.4 Provide a list of all email/calendar providers, facilities and maintenance systems, help desk and work order systems, website systems, digital signage systems, , video conferencing providers, financial systems/invoicing software, and payment processors/credit card payment processors that Vendor's proposed Solution is currently integrated with. For each, please provide a brief description of the level of integration and how frequently the system can pull/refresh data from these data sources. For systems that rely on data FROM the facilities and resource management Solution, specify any limitations on the number, frequency or scope of scheduled extracts that Participant agencies can create and use. **

Systems	Describe Level of Integration/Partnership
Email/Calendar Providers:	
Facilities and Maintenance Systems:	
Help Desk/Work Order systems:	
Website Systems (Online Calendars):	
Digital Signage Systems:	
Video Conferencing Providers:	
Financial Systems/Invoicing Software:	
Payment Processors/Credit Card Payment Processors:	
Other Integrated Systems:	

2.4.5 Describe Vendor's data integration and loading process, including sample file layouts. **

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

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

2.4.8 ** Describe the Solution's approach to interoperability with related student or other data systems.

2.4.8.1 Explain the process and tools available (ex: API) for Participants to integrate the Solution with other data systems.

2.4.8.2 Describe whether the Solution adheres to common standards (ex: Ed-Fi, One-Roster) and /or leverages third-party integration options (ex: Clever, Classlink) to improve interoperability.

2.4.8.3 If the Solution does not utilize or conform to any common standards, describe how Vendor guarantees data interoperability between Solution and various Participant existing systems.

2.5 Security

	Yes	No	P	C	Comments
2.5.1 Confirm that the Vendor's information security policies are documented and available to clients upon request.**					
2.5.2 Confirm that Ed Tech JPA and Associate Members may review Vendor internal and/or 3rd party security audits.					
2.5.3 Warrant that Vendor provides background					

checks on all employees, and/or that only employees who have undergone said background checks will have access to Participants'/Districts' data.					
2.5.4 Confirm that Vendor requires all employees to sign data handling agreements at hire.					
2.5.5 Certify that Vendor employs and will continue to employ a dedicated CISSP certified security manager, or the equivalent, to test the Solution and run ongoing checks/improvements.					
2.5.6 Confirm that Vendor is capable of providing access limitations based upon Participant roles, and give the site system administrator a tool to modify access rights at the individual level. Vendor's Solution must be configurable to provide specific user rights and roles and to restrict data access and administrative oversight to the appropriate personnel. **					
2.5.7 Vendor agrees that, even if the proposed Solution is hosted by Vendor, data housed in the Solution remains the sole property of Participant and cannot be used in any way not explicitly approved by Participant.**					
2.5.8 Confirm that no third-party shall be given access to Participant data for any reason without explicit, written authorization from the Participant. Any third party used to support the Solution must be identified as a designated subcontractor in the RFP response. **					

2.5.9   Provide a description of Vendor policy regarding storage, retention, and distribution of data. State Vendor data non-release policy.

2.5.10 Explain internal Vendor company protocols regarding the handling of client data.

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

2.6 Mobile Functionality

	Yes	No	P	C	Comments
2.6.1 Confirm that the Solution provides a mobile application and/or incorporates responsive design that provides access with smartphone or a web browser on a smart phone.					
2.6.2 Confirm that, when accessed on a mobile device, the Solution is not limited and has all of the features a user would access on a standard desktop or laptop.					
2.6.3 Confirm that the mobile-accessible Solution allows all features to be fully functional on all browsers (Chrome, Firefox, Edge, Safari).					

2.6.4 Describe any differences in functionality between the mobile application and the web interface. Be specific about any missing or deprecated features for both requestors and administrative users.

2.6.5 List all mobile operating systems that the mobile application is available in.

2.6.6 Describe any additional features of the Mobile App not already listed.

2.6.7 Provide a screenshot of the Solution as accessible by mobile browser.

2.6.8 Provide a screenshot of the available mobile application.

2.6.9 Describe the ability within the Solution to send push notifications (ie: Are push notifications sent automatically when a status is updated? Can administrative staff send a push notification?).

2.6.10 Describe the ability within the mobile application for administrative staff to upload photos (Ex: take a photo of playground equipment and upload it to the app).

Part 3 Functionality and Usability

This section should include an in-depth description of the facilities and resource management Solution. Vendors may respond and be awarded to one or more system modules, and are not required to respond to all modules (for example, a Vendor that offers only sections 3.1, 3.2, 3.4, 3.5 & 3.6 and not section 3.3 may respond only to sections 3.1, 3.2, 3.4, 3.5 & 3.6 and be awarded for those sections only). **All vendors must meet all **required** criteria in section 3.1 for award for section 3.2 and/or 3.3.**

Please indicate below which system modules Vendor is proposing. Indicate whether the module may be licensed individually or whether it must be combined with other modules provided by Vendor to function properly with full Vendor support. For example, if Vendor offers a specific part of the Solution, but will integrate with third party solutions, Vendor should indicate that the specific part of the Solution requiring third party integration is licensed individually. It is essential that Vendors respond in a way that demonstrates the full feature set of the facilities and resource management Solution and its usability.

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

Module	Included in Proposal (Y/N)	Individually Licensed (Y/N)	Package Only (Y/N)	Comments (Please list applications that must be bundled with purchase if applicable)
3.1 General *Required criteria must be met for award in sections 3.2 and/or 3.3.*				
3.2 Internal User Resource Reservation				
3.3 External User Resource Reservation				
3.4 Facility Resource Management				
3.5 Work Orders				
3.6 Integrated Resource Management				

For each requirement, Vendor must indicate whether the feature request or requirement is fully met in the current, publicly available version of the platform ("Yes"), the feature or requirement is not available ("No"), the feature or requirement is partially satisfied by functionality available in the current release or will be available in a planned, upcoming, future release ("P"), or the feature can be custom developed as desired ("C"). If the feature or requirement is planned for a future date, Vendor must provide the release number (version) and date. Planned enhancements listed without a scheduled release date will be evaluated as if the technology is not available. If proposed features can be custom developed Vendors must provide clear pricing in Appendix C:Pricing (hourly, flat rate, etc).

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

3.1 General

*All vendors must meet all **required** criteria in the General section for award for sections 3.2 and/or 3.3.

	Yes	No	Planned (P)	Customizable (C)	Comments
3.1.1 Confirm that the Solution offers intuitive navigation with minimal training needed. **					
3.1.2 Confirm that the Solution offers efficient navigation with minimal clicking required to complete key tasks. **					
3.1.3 Confirm that the Solution is designed with simple self-service functionalities for requestors to schedule a resource.					
3.1.4 Confirm that the Solution includes the capability to set up for multiple types of resources (ie: conference rooms, fields, pools, gyms, pools, theaters, multi-purpose rooms, classrooms, etc.).					
3.1.5 Confirm that the Solution includes the capability to set up for additional types of non-location resources such as audio visual equipment and technology (ie: ability to request laptops, microphones, user devices, additional custodial/IT assistance, after-hours air conditioning, etc.).					

3.1.6 Confirm that each room/resource in the Solution can include detailed resource attributes (ie: available times, room capacity, seating layout options, room photos, location of room/resource on a map, etc.).					
**3.1.7 Confirm that requestors can see availability of resources at the beginning of the reservation process. **					
3.1.8 Confirm that resources with pending and approved requests for the reservation time requested can be shown as unavailable.					
3.1.9 Confirm that administrative staff can view pending requests as well as confirmed reservations.					
3.1.10 Confirm that administrative staff and internal requestors can view whether a request is pending or approved.					
3.1.11 Confirm that the Solution can provide a post-occupancy survey to requestors.					

3.1.12 Describe the user experience when searching for and booking a resource. Include screenshots of the process.

3.1.13 Describe how the Solution prevents double-booking.

3.1.14 List what types of location/facility resources the Solution can manage (ie: conference rooms, fields, pools, gyms, theaters, multi-purpose rooms, and classrooms).

3.1.15 List what non-location resources the Solution can manage, such as audio visual equipment and technology (ie: laptops, microphones, user devices).

3.1.16 Describe how the Solution differentiates location resources (such as a room) from non-location resources (such as requesting audio visual equipment).

3.1.17 Describe the functionalities within the Solution to customize each resource with specific room attributes (ie: window of time available for reservation, seating layout options, room photos, location of room on a map, furniture, available audio-visual equipment, room capacity, if food or drink is allowed, etc.).

3.1.18 Describe how the Solution can differentiate the attributes stored by resource (e.g., collect capacity and configuration for a meeting space, and operating system for presenter laptops).

3.1.19 For meeting rooms and other facilities resources, indicate which of the following attributes can be stored within the Solution and used by requestors to search for available resources with specific attributes.

Column 1:   Indicate "Yes" if the resource attribute can be stored in the system. Indicate "No" if the system does not have a designated field or fields available to store the requested information.

Column 2. Indicate "Yes" if requestors can search for resources using the attribute (e.g., limiting a search to meeting rooms available at 1pm with a minimum capacity of 20 and adjacent restrooms). Indicate "No" if the attribute cannot be used as criteria in searching available resources (i.e. is not stored in the system or is not a searchable attribute during the reservation process).

1	2	Attribute
		Resource type (conference rooms, fields, pools, gyms, theaters, multi purpose rooms, classrooms, etc.)
		Audio visual equipment available (microphones available, whiteboard, projector, pull-down screen)
		IT equipment available (laptops, other user devices)
		Wireless internet or guest internet access available.

		Times available for use
		Availability of custodial staff support for room set up/take down
		Possible seating configurations
		Different capacity based on seating configuration (e.g., 50 attendee capacity with theater seating/chairs only, 20 with tables and chairs)
		Photos of the room
		Location of the resource on a map
		Available furniture
		Room capacity
		Possible Room configurations
		Type of furniture used for each seating configuration (ie: tables and chairs, chairs only, etc.)
		If food or drink is allowed in resource
		Access to available (unlocked) restrooms
		Ability to request access to restrooms if resource does not have adjacent unlocked restrooms
		Ability to request additional custodial or IT support
		Air conditioning availability/hours
		Ability to request air conditioning if after hours
		Accessibility accommodations (listening devices)
		Ability to request accessibility accommodations (listening devices)
		Parking capacity
		Ability to provide customized parking capacity dependent on time of day and other scheduled events.

3.1.20 Describe any limitation within the Solution to customize each resource with specific room attributes (ie: limited number of attributes, limited customization).

3.1.21 Provide screenshots of a sample resource in the Solution including possible room attributes.

3.1.22 Describe the ability within the Solution to create custom resource attributes.

3.1.23 Describe the ability within the Solution to upload attachments (such as maps and possible room set-ups) and include them in resource attribute lists (process to upload, file size limitations, etc.).

3.1.24 Describe the ability within the Solution to customize visibility permissions for certain resources and resource attributes based on user type/roles (such as system administrator, facility manager, approver, internal requestor, external requestor, etc.)(Ex: varsity fields are available for internal requestors only and external requestors do not see them as available resources. Ex 2: external requestors cannot view resource photos and maps and do not view resources unavailable to external requestors).

3.1.25 Describe the extent to which reservations and reservation attributes can be designated as public or private. Private meeting subject and requestor details would only be visible to the requestor and users with elevated permissions (e.g., systems administrators). Limited details of public meetings (requestor, subject) should be visible to system users and available for integration to digital signage and other calendar tools. Please include any role restrictions in making a reservation private (ie: administrative staff should be able to view all reservations).

3.1.26 Describe how resources can be grouped (ie: by location/school site, resource type, etc.).

3.1.27 Describe how permissions can be applied per group (e.g., limiting visibility to resources by a location group, requiring approval for resources in one group while another group allows direct booking.

3.1.28 Describe the capability within the Solution for requestors to edit pending and/or approved requests they have made and how administrative staff is notified of requested edits.

**3.1.29 Describe the workflow within the system when an edit is requested for a reservation that has already been approved. Include information on how the request to change affects the status of the existing reservation and how the new pending request displays in the system to prevent double booking. Provide details on how changes are routed and approved. **

3.1.30 Describe if anyone else can edit pending and/or approved requests (ie: can administrative staff change a requestors' criteria?).

3.1.31 Describe available role-based permissions within the Solution.

3.1.32 Describe the ability within the Solution to prioritize various users' requests (ie: the Superintendent's staff may have ability to override other requests; a user at a school site may have higher priority for resources at their site than a user from a different site; internal requestors may have higher priority than external requestors, etc.), including notifications to all requestors and administrative staff.

**3.1.33 Describe how resource unavailability appears to requestors, including unavailability due to maintenance and site modifications. **

3.1.34 Describe how the system supports relocating or rebooking reservations if a facility or resource becomes unavailable (e.g., a maintenance issue in a conference room requires the cancellation of all events over the next week in that space).

**3.1.35 Confirm that requestors can choose to limit their search to available resources or choose to include all resources (including unavailable). **

3.1.36 Describe how the system can support a priority user who needs to book a resource that is already scheduled for their desired time (i.e., are any workflows available for a priority requestor to displace another meeting or communicate with a meeting owner about the need to displace them.)

**3.1.37 Describe communication from the Solution to the requestor. Please be sure to describe how the status for requests are clear to requestors (ie: email confirming that request has been received, status emails, reminder emails about pending documents/information, confirmation of reservation changes, email confirming that reservation has been approved, etc.). **

3.1.38 Clarify if multiple users can be listed as requestors and if all requestors receive the same communications from the Solution (ie: an administrative assistant can create a request for an administrator and both are listed as requestors and receive the same status updates/confirmation emails).

3.1.39 Describe how requestors can check on the status of requests (ie: log onto a website, etc.).

3.1.40 Describe what information is available to requestors related to their past, pending, and approved requests (ie: a list of past, pending, and approved requests they have requested).

3.1.41 Describe the ability to differentiate approval workflows for requestors based on requestor permission or resource group (location, type of resource). For example, administrative office staff can directly book resources at the district office, but require approval for facilities at a high school. External users require approval for all requests.

3.1.42 Describe notifications from the Solution to administrative staff authorizing requests for all resources that require approval (ie: notify site staff re: requests, notify custodial staff re: set up and take down, notify IT staff re: requested equipment, notify theater staff re: theater use, notify staff re: air conditioning).

3.1.43 Describe how the system supports resource administrators in reviewing and approving or declining pending reservations. Include screenshots that demonstrate the approval workflow.

3.1.44 Describe how the Solution supports requesting onsite services to support meetings and events (i.e., custodial or information technology support for before, after or during the event).

3.1.45 Describe how the Solution automates routing to requested support staff in various departments regarding reservations and customized requests (how does the Solution designate which alerts should go to which staff members, depending on resource type, location and requested support?).

3.1.46 Describe how event/meeting support providers (e.g., custodial, technology staff) can confirm availability and approve a request for support for an event. Share how their acceptance/approval of the support request interacts with the approval of the reservation (i.e., if the reservation of the location was approved, but requested IT support is not available, what is the requestor's experience)?

3.1.47 Describe the ability within the Solution for administrative staff to customize workflows and messaging for requestors, including clear messaging when a request is submitted regarding the approval process.

3.1.48 Describe the ability within the Solution for administrative staff to customize workflows and messaging for staff approving requests.

3.1.49 Describe the workflow capacity within the Solution to get multiple approvals prior to confirming a request (ie: approval from facilities department, followed by approval from site where requested resource is located, etc.).

3.1.50 Describe different criteria that can be used to customize workflows for each resource, such as: location, type of resource, resource attributes, etc. (example: a request is placed for the theater of School A; the facilities staff, School A theater staff, School A custodial staff, IT staff, School A theater staff are notified and approve the request).

3.1.51 Describe the Solution's ability to include required custodial set-up and take-down when requestors place a request. (Is custodial time automatically included when showing available resources? How does this appear to requestors?)(Ex: a requestor places a 5 hour reservation and the Solution automatically includes and extra half hour for custodial set-up and an extra half hour for custodial take-down resulting in a 6 hour reservation).

3.1.52 Describe the Solution's ability to calculate available parking for a resource depending on the time of day and other scheduled events at the location (Ex: if swim and track meets are scheduled during a busy time of day vs. if no events are scheduled at the location).

3.1.53 Describe limitations an administrative user can place regarding time boundaries (ie: can the administrator prevent reservations after either a standard date (Ex: 12/31/22) or a relative date? (Ex: 12 months in the future).

3.54 Describe the ability within the Solution to differentiate time boundaries by user or user role (ie: when reservations are opened for a new year can specific roles/users be granted priority access prior to others?).

3.1.55 Describe the ability within the Solution to differentiate time boundaries by location (ie: can a school site have different time boundaries that the district office? Can different users be granted access at different locations?).

3.1.56 Describe how a requestor can schedule recurring reservations, including the ability to set an end date.

3.1.57 Describe how recurring events are affected by time boundaries imposed by administrative users (ie: if users cannot schedule events after 12/31/22, but a recurring monthly event is set to end 6/30/23, how does this show in the Solution?).

3.1.58 Describe the ability for requestors to change one scheduled meeting independently of the sequence of other recurring events (ie: one Monday practice is moved to Wednesday, but all others remain on Monday).

3.1.59 Describe how the system supports requestors in resolving individual conflicts when scheduling a recurring meeting. For example, if a meeting occurs every Tuesday evening in the same conference room, but that room is booked during two of the recurrences, what is the requestors experience? Does the Solution identify the conflicts and allow the requestor to select an alternate resource for that date while making the initial reservation, or do they have to remove those dates from the recurrence before successfully scheduling the meeting?

3.1.60 Describe how the Solution supports ad hoc recurrence scheduling (i.e., using a date picker for recurring meetings that don't follow a traditional recurrence pattern).

3.1.61 Describe the capability within the Solution to assist requestors with cancelled or declined/unapproved reservations by redirecting them to alternate available resources.

3.1.62 Describe the capability within the Solution for a requestor to attach documents and/or specific instructions to requests, including how attachments/requests are provided to administrative staff (ie: Does requestor upload while requesting? Is attachment included in separate or original notification email to administrative staff?).

3.1.63 Describe what features/views are different for priority users/administrative staff (who may be able to override other requests) when booking recurring meetings. Please include screenshots if possible.

3.1.64 Describe options available for integrations of reservation information with digital displays and web-based calendars.

3.1.65 Describe available digital signage and public displays available for purchase from Vendor or subcontractors and any associated costs. Be sure to include all costs in Appendix C.

3.1.66 Describe general usage reports and what formats are available in the Solution (lists, calendars, etc.).

3.1.67 Provide samples of general usage reports available in the Solution.

3.1.68 Describe what detailed comprehensive (organization-wide) reports are available to administrative staff and what metrics are available (ie: date, location, start & stop time/time of day, event title, date range, user/requestor, resource type).

3.1.69 Describe what detailed location/site reports are available to systems administrators and local site reservation approvers and what metrics are available (ie: location use, resource type use, date range, start & stop time/time of day).

3.1.70 Describe how reports include information related to resource unavailability due to maintenance and site modifications.

3.1.71 Provide samples of detailed location/site reports.

3.1.72 Describe how administrative staff should enter restrictions related to resource use in the Solution (ex: onsite childcare has exclusive use of certain resources after hours).

3.1.73 Provide details about post-occupancy surveys available within the Solution (ie: standard survey questions, if survey questions are customizable, who survey results are routed to, if survey results can be routed to multiple staff members. etc.). Be specific about whether post-occupancy surveys can be targeted by location, resource type or requestor type (e.g., internal vs. external user).

3.1.74 Please describe any additional functionality available as part of the core/proposed Solution or as an optional solution that is available for purchase at an additional cost to the Participant. Please also provide a brief description of planned development that may be of benefit to Participants.

3.2 Internal User Resource Reservation

	Yes	No	P	C	Comments
3.2.1 Confirm that the Solution supports sending messages/emails to internal requestors directly from the user interface.					
3.2.2 Confirm that if a resource is already scheduled an internal requestor can message/email the individual who has already booked the resource directly from the user interface.					
3.2.3 Confirm that internal requestors can input the number of certificated staff attending events when resources are scheduled so staff can determine the number of required substitutes.					

**3.3.4 Describe communication from the Solution to internal requestors (ie: reminder emails about pending required information, emails prior to an event if all required information has not been received and reservation is not finalized, email confirming that reservation has been approved/finalized, etc.). Please be sure to describe how the status for requests are clear to internal requestors. **

3.2.5 Describe what details internal users can see when a resource is unavailable and to what extent this is customizable (Ex: See that the pool is unavailable because there is a swim meet, because an external requestor has reserved it, because of re-surfacing, or due to cleaning).

3.2.6 Describe communication from the Solution to invitees to events (ie: can internal

requestors enter contact information for invitees? Will the Solution email them with an invitation?).

3.2.7 Describe capabilities of the Solution to provide calendar invites to invitees (Will the Solution email them a calendar invite they can accept to add to their calendar?).

3.2.8 Describe capabilities of the Solution to place reservation requests through internal requestors' calendars (such as a requestor reserving a resource through their Outlook calendar).

3.2.9 Describe capabilities of the Solution to check staff calendars for availability for requested times (ie: can an internal requestor check calendars of invitees prior to placing a request?).

3.2.10 Describe capabilities of the Solution to send meeting reminders to internal requestors and invitees.

3.2.11 Describe the Solution's ability to allow internal requestors to eliminate custodial or IT support when placing a request if not required.

3.2.12 Describe the capability for administrative staff to post an internal requestor Fee Schedule within the Solution for requestors to view (for after hours or additional dedicated support).

3.2.13 Describe the Solution's ability to track costs specific to each resource (Ex: an internal user is only charged for after-hours custodial and wants a reservation through 8pm. School A's standard hours go to 5pm and School B's standard hours go to 7pm for custodial and IT

support. The requestor would be charged for 3 hours of support at School A and 1 hour of support at School B).

3.2.14 Describe the Solution's ability to differentiate and calculate the cost for customized requests (such as air conditioning, technology support, or additional custodial support after standard business hours).

3.2.15 Describe the capability within the Solution for administrative staff to over-ride costs (waive or discount costs calculated by the Solution).

3.2.16 Describe how internal requestors can input account codes to charge for costs associated with their requests.

3.2.17 Describe how the solution supports chargebacks to internal requestors for additional services and facilities use (e.g., integration with financial/accounting system, or generation of CSV report of charges for a specific period). Be specific about how the Solution supports tracking pending payments and chargebacks that are completed.

3.2.18 Describe functionalities within the Solution that allow internal requestors to input the number of certificated staff expected at an event and how the Solution notifies staff (ex: when scheduled a professional development event the requestor can enter that 100 certificated staff will attend and staff is notified so they can schedule 100 substitutes).

3.2.19 Please describe any additional functionality available as part of the core/proposed Solution or as an optional solution that is available for purchase at an additional cost to the Participant. Please also provide a brief description of planned development that may be of benefit to Participants.
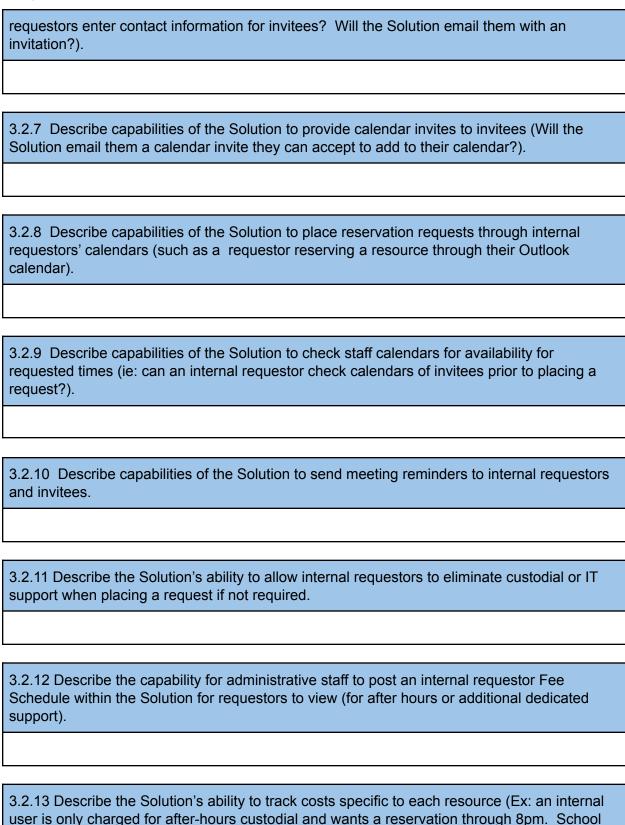
3.3 External User Resource Reservation

	Yes	No	P	C	Comments
3.3.1 Confirm that the Solution can be set up for different available resources for external requestors (Example: internal requestors can request laptops but external requestors cannot).					
3.3.2 Confirm that external requestors cannot view details of other requests (they see only availability of resources and not who booked a resource, why it is unavailable, etc.).					
**3.3.3 Confirm that the Solution can prevent requests from being submitted and/or confirmed if all required information/documentation has not been received. **					
3.3.4 Confirm that the Solution has an external requestor portal that allows external requestors to set up account information and keep on file for future use.					

3.3.5 Provide details regarding the Solution's ability to require specified information/documentation prior to a request being submitted and/or confirmed (ie: an external user must provide organization information, agree to requirements, upload insurance documents and waivers prior to a request being accepted and routed for processing or prior to the request being entered as confirmed and a reservation being finalized).

**3.3.6 Describe communication from the Solution to external requestors (ie: reminder emails about pending required documents/information, emails prior to an event if all required documents and information has not been received and reservation is not finalized, email confirming that reservation has been approved/finalized, etc.). Please be sure to describe how the status for requests are clear to external requestors. **

3.3.7 Describe the functionality within the Solution for external requestors to set up account information and keep it on file for future use (ie: an external requestor can input required information and documentation and keep it on future for future requests).

3.3.8 Describe the functionality within the Solution to archive external requestor accounts after a period of inactivity and to what extent this can be customized (Ex: archive accounts after 90 days or 6 months of no submitted requests).

3.3.9 Describe functionality within the Solution to track expiration dates of required documents and prevent additional requests from being submitted and/or confirmed until required documents are updated (Ex: An external user wants to reserve a resource after their insurance or non-profit status expired).

3.3.10 Describe functionality within the Solution to notify external requestors and administrative users of upcoming expiration dates of required documents and prevent future requests until information is updated with current documents (ie: an external user's insurance or non-profit status expires).

3.3.11 Describe the functionalities within the Solution to restrict availability of specified resource attributes/non-location resources from external requestors (ie: internal requestors can request laptops and external requestors cannot).

3.3.12 Describe the functionalities within the Solution to restrict visibility of specified resource attributes from external requestors (ie: internal requestors can view photos and maps, but external requestors cannot).

3.3.13 Describe if specified attachments can be restricted from external requestors (ex: seating configuration attachments are available, but maps and photos are not) and what security measures are in place to keep room photos and location maps private.

3.3.14 Describe the capability for administrative staff to post an external requestor Fee Schedule within the Solution for requestors to view.

3.3.15 Describe how costs can be differentiated to appropriately calculate reservation costs. Costs should be minimally able to be differentiated by the requestor type (non-profit, other businesses), type of facility, and services needed.

3.3.16 Describe how costs can be calculated and stored for each resource. For example, do system administrators need to set a flat fee for each resource or can costs be calculated based on a series of components (rental cost by square foot, hourly custodial costs, add on fees for a type of facility).

3.3.17 If component costs as described above are supported, please describe how those costs are maintained in the system. For example, can a system administrator maintain global rental costs by square foot for a type of resource (pool, gymnasium, theater)? Can the global rate be updated with a specific effective date and have the updated costs be applied to all future reservations?

3.3.18 Describe the ability for the solution to add costs for minimally required services for the reservation (e.g., required custodial services)

3.3.19 Describe the capability of the Solution to automatically include extended custodial costs and room reservation block for reservations (Ex: A 5 hour reservation includes required additional time and costs for custodial set-up and clean-up, resulting in a 6 hour reservation with additional custodial fees).

3.3.20 Confirm whether the Solution can automatically prompt the user to enter different times for the expected access to the room (for their setup/arrival) and event start time.

3.3.21 Describe the Solution's ability to offer optional add-on services at the time of reservation, technology or audio/visual support, specialized setup requests, or other options as determined by the Participant.

3.3.22 Describe the Solution's ability to differentiate and calculate the cost of services based on standard operating hours (such as air conditioning charges or overtime rates for technology support or additional custodial support after standard business hours).

3.3.23 Describe the Solution's capability to calculate total costs for a request, including reservation costs and additional services (what calculations is the Solution capable of?).

3.3.24 Describe when and how requestors are notified of costs. Confirm whether a preliminary estimate of total costs can be presented at the time of reservation or only after validation by staff.

3.3.25 Describe what acknowledgement requestors make to agree to costs associated with their requests (ie: check a box next to total, type "I agree", etc.). Confirm whether the acknowledgement language/text can be customized by the system administrator.

3.3.26 Describe the capability within the Solution for administrative staff to over-ride costs (waive or discount costs calculated by the Solution).

3.3.27 Describe how the Solution tracks paid and unpaid costs for requestors.

3.3.28 Describe cost recovery and/or revenue reports available in the Solution.

3.3.29 Describe how cost recovery and/or revenue reports can be filtered/sorted (ie: by location, by resource type, by requestor, etc.).

3.3.30 Describe any additional cost calculation/reporting features available within the Solution.

3.3.31 Describe the capability within the Solution to charge an application fee (Ex: $50.00 charge for all external requests). Please describe what this process looks like for requestors ie: When are they notified about fees, when are they billed for fees? How do they confirm acceptable/acknowledgement of fees?).

3.3.32 Describe the capability within the Solution to require payment (full or partial) prior to submitting a request for processing (Ex: an external requestor must pay the application fee prior to submitting a request and will be billed for actual resource use at a later date).

3.3.33 Describe the Solution's ability to calculate costs based on requestor type (ie: different fee schedules for internal requestors, not-for-profit external requestors, and for-profit external requestorst).

3.3.34 Describe how external requestors can input payment for costs associated with their request (ie: can they enter a credit card or banking information that will be charged when the request is approved?). Include descriptions of all forms of payment that can be configured in the system

3.3.35 Describe invoicing capabilities within the Solution.	

3.3.36 Describe how the Solution reacts when an external user with an overdue balance attempts to submit another request (Ex: the external user notified about the outstanding balance, the request will not process until the outstanding balance is paid, etc.). Confirm the extent to which Participants can configure this capability (i.e., choose to block submission of new requests or present a warning message to approvers).

3.3.37 Describe what the Solution considers and overdue balance and if this is a customizable timeframe (ex: past 60 days, past 90 days, etc.).

3.3.38 Describe how administrative staff can mark external users as inactive due to non-payment or after a period of non-use (Ex: a requestor has not paid an outstanding balance for 2 months so staff marks them as inactive preventing them from making additional requests).

3.3.39 Please describe any additional functionality available as part of the core/proposed Solution or as an optional solution that is available for purchase at an additional cost to the Participant. Please also provide a brief description of planned development that may be of benefit to Participants.

3.4 Facility Resource Management

	Yes	No	P	C	Comments
3.4.1 Confirm that the Solution has the capability to include capacity/occupancy recommendations for each resource.**					
**3.4.2 Confirm that the Solution can retain records of facilities features and systems (e.g., sinks, in-room restrooms, air conditioning, lighting, audio-visual,					

carpet) for the purposes of determining allowable use and planning maintenance.**					

3.4.3 Describe who can *access* capacity/occupancy recommendations for resources (administrative staff, architects, other vendors/roles).

3.4.4 Describe who can *update* capacity/occupancy recommendations for resources (administrative staff, architects, other vendors/roles).

3.4.5 Describe what limitations to view and/or update capacity/occupancy recommendations of a resource can be placed on different roles (Ex: an architect has permissions to update recommended occupancy numbers, but can not place a reservation or view other resource element information).

3.4.6 Describe any professional services available to assist with site assessments and gathering information. Please be sure to include the cost here and in Appendix C (hourly rates are acceptable).

3.4.7 Describe how the system supports maintaining different capacity/occupancy recommendations for each resource.

3.4.8 Describe how the system supports maintaining different capacity/occupancy recommendations for each resource AND the current or potential use of the resource. For example, does the system support storing different square footage requirements per student based on grade level or classroom type/use. For example, can the system automatically adjust projected capacity at a school if a regular classroom is changed to a science lab or a 3rd grade classroom is converted to Kinder?

3.4.9 Describe the capability within the Solution to maintain multiple occupancy/capacity targets per classroom/facility type. For example, could a Participant maintain a maximum occupancy as defined by the State in the system as well as target classroom load targets (that may be somewhat lower).

3.4.10 Describe the capability within the Solution to run projections on capacity based on facilities and/or policy changes (e.g, inputting additional spaces available from construction projects or estimating impact of reducing average class size by 2 students at certain grade levels).

3.4.11 Describe capability within the Solution to manage capacity of rooms that may have shared use (Ex: a room is used for moderate to severe special education periods 1 - 3, and band periods 4 - 7).

3.4.11.1 Describe the capability within the Solution to track different bell schedules/periods based on site location (Sites may have different bell schedules, also bell schedules may vary depending on holiday/final schedules).

3.4.12 Describe any capacity/occupancy rate per square foot differences that can be set for different resources (Ex: a multi purpose room can be set for different occupancy recommendations than a classroom).

3.4.13 Describe the ability within the Solution to change the designation of a resource and any restrictions (Ex: only administrative users can change a multi purpose room into a different type of resource).

3.4.14 Describe the ability within the Solution to require certain features in order to designate a resource for a specific use (Ex: a kindergarten classroom must have access to a restroom).

3.4.15 Describe capability of the Solution to compare capacity/occupancy of available resources to projected enrollment

3.4.16 Describe support for running different scenario-based projections on available facilities projected enrollment for different class types/size (ie: reducing class sizes or adding an additional kindergarten class).

3.4.17 Describe capability of the Solution to maintain inventory of equipment and furniture, including the current room location, and attributes such as size and style.

3.4.18 Describe capability of the Solution to compare available furniture to projected enrollment (Does a resource have enough teachers desks, lower grade elementary desks, upper grade elementary desks, etc.).

3.4.19 Describe the capability of the Solution to project capacity/occupancy needs based on matriculation of students by grade and program (Ex: elementary moderate to severe special education students moving to middle school).

3.4.20 Describe the capability of the Solution to identify possible overflow sites based on attendance (Ex: School A does not have enough occupancy available, but School B is nearby and has extra occupancy available).

3.4.21 Describe capabilities within the Solution to track resources that are in use versus available (Ex: Classroom A is in use periods 1 - 5, but is available periods 6 - 7, or furniture used vs. available for redistribution).

3.4.22 Please provide any sample reports available in the Solution to track available resources.**

3.4.23 Specify the number of facility elements available for each resource (such as HVAC unit, overhead projector, ceiling tiles, fire alarms, wall systems, restroom partitions, flooring, teacher desks, student desks, additional furniture, chromebook carts, school signs, intrusion systems, kilns, lockers, marquees, PA bell & systems, paint/stucco, exterior wood & doors, interior paint, partitions, playground equipment & turf, plumbing, fixtures, pool & pool facilities, relocatables & relocatable roofs, restroom partitions, roofs, scoreboards, shade structures, siding, tennis courts, theaters, windows, electrical, video cameras, etc.).**

3.4.24 Clarify if available facility elements or features are pre-established or if Participants can customize categories. If the Solution has set facility elements please list the available elements. If customizable facility elements please describe the process to create elements, functionality available, and any limitations.**

3.4.25 Describe the capability within the Solution to record the age and assessment findings regarding condition of facility elements, including the date of assessments (Ex: The HVAC unit was installed on 1/1/2020 and as of 1/1/2021 the HVAC unit is in good condition).**

3.4.26 Describe the capability within the Solution to upload pictures (Ex: a photo of a broken door, etc.)

3.4.27 Describe how various conditions of resource elements can be categorized (ie: good, fair, poor, etc.) and how the Solution shows when the most recent assessment was.**

3.4.28 Describe the capability within the Solution to record details about facility elements (Ex: HVAC unit manufacturer, model number, service provider, etc.).

3.4.29 Check possible/available resource element details available in the Solution. Please add any additional fields available.	
	DSA number the original construction was approved under
	Date of installation (or construction)
	Age of resource element
	Life expectancy of resource element
	Projected replacement date
	Square footage
	Size/Type of furniture (Ex: teacher, lower grade, upper grade, middle school, high school)
	Table top material for desks/tables
	Casters for chairs
	Adjustable/Non-adjustable
	Estimated replacement cost
	Repair/Maintenance records including dates
	Use status (In use, replaced, etc.)
	Previous resource element (what the current element replaced Ex: previous HVAC unit information is available in record for current HVAC unit)
	Link to previous resource element records (to create a rolling archive system)
	Warranty information & documentation
	Service contract information & documentation
	Resource building/location
	Condition of resource element from most recent assessment
	Photos from assessments
	Date of most recent assessment

	Map resources on GIS/CAD systems including blueprints
	Utility specifications (gas shutoff, electrical outlets)

3.4.30 Describe capabilities within the Solution to tag and track resource elements (Ex: tag furniture and track use/age, etc.).

3.4.31 Describe capabilities within the Solution to identify extra/unallocated/available furniture.

3.4.32   Describe the capability within the Solution to customize details for different resource elements (Ex: Teacher furniture has details about table top material, casters, adjustable/non adjustable, but these details are not options for student desks or HVAC systems).

3.4.33 Describe any capability of the Solution to map resources on GIS and/or CAD systems including blueprints.

3.4.34 Describe the capability of the Solution to include resource utility specifications (Ex: gas shutoff, electrical outlets, etc.).

3.4.35 Describe the capability within the Solution to reflect changes to resource elements (what is the process to replace, archive, or get rid of resource elements?).

3.4.36 Describe the capability within the Solution to keep a record of previous maintenance, planned maintenance, and upcoming site modifications in one place (Ex: see the date a HVAC unit was installed, the dates work was done, and the planned replacement date).

3.4.37 Describe the capability within the Solution to track partial upgrades/replacements of resource elements at a location (Ex: some rooms at a site have upgraded HVAC units while others do not).

3.4.38 Describe the ability within the Solution to group resource elements by building/location (Ex: All HVAC units for the 500 building at School A can be grouped separately than HVAC units for the 400 building at School A).

3.4.39 Describe the capability within the Solution to prioritize different resource elements for maintenance (Ex: an HVAC system that is old or in poor condition shows as requiring maintenance).

3.4.40 Describe the capability within the Solution to make resources unavailable in related reservation system(s) based on maintenance and site modifications (Ex: when new carpet is being installed a resource is shown as unavailable).

3.4.41 Describe the capability within the Solution to override and cancel reservations in related reservation system(s)based on maintenance/site modifications (Ex: when new carpet is installed previous reservations are cancelled).

3.4.42 Please describe any additional functionality available as part of the core/proposed Solution or as an optional solution that is available for purchase at an additional cost to the Participant. Please also provide a brief description of planned development that may be of

benefit to Participants.

3.5 Work Orders

	Yes	No	P	C	Comments
3.5.1 Confirm that the Solution can convert resource requests that require maintenance or technology support into work orders automatically.					
3.5.2 Confirm that the Solution includes an integrated maintenance work order system or can send data/integrate with a third party work order system.					

**3.5.3 Describe how the Solution converts resource requests into work orders or integrates with work order systems. **

**3.5.4 Describe how the Solution supports differentiated routing of work orders by originating site and/or issue type (paint, lock, grounds, etc.).

3.5.5 Describe roles and permissions available in the system to restrict access to submit work orders (e.g., school front-office designee) and differentiated roles to support approval and distribution of work orders.

3.5.6 Describe how many trades can be included in one work order (Ex: a door needs to be replaced and trade supervisors for paint and locksmith can be included in one work order instead of submitting two separate work orders). How does the system support tracking multiple tasks related to the same core project or issue.

**3.5.7 Describe how work orders can be referred to others within the Solution (Ex: The manager forwards a work order to the paint department supervisor who forwards them to separate paint technicians). **

3.5.8 Describe how priority of work orders is indicated (Ex: low, medium, high OR non-maintenance, reactive maintenance, routine, preventative OR numbered work orders OR customizable priority levels).

3.5.9 Describe any functionality within the Solution to escalate emergency work orders (ie: are they marked urgent, categorized differently, notice sent to additional contacts, etc.).

3.5.10 Describe visibility of current work orders available within the Solution. Provide screenshots of views or reports available to help organize the work of assigned staff and management/department leads.

3.5.11 Describe visibility of work order history available within the Solution.

3.5.12 Describe how the Solution categorizes work orders for different facility elements and any limit to the number of elements (Ex: HVAC, school signs, intrusion systems, kilns, lockers, marquees, PA bell & systems, paint/stucco, exterior wood & doors, interior paint, partitions, playground equipment & turf, plumbing, fixtures, pool & pool facilities, relocatables & relocatable roofs, restroom partitions, roofs, scoreboards, shade structures, siding, tennis courts, theaters, windows, electrical, video cameras, etc.).

3.5.13 Describe the extent to which the Solution is pre-programmed with components of a work order and to what extent it is customizable by Participants. If the Solution is pre-programmed with work order components, describe available options regarding how each component can be completed (ie: fill-in field, drop down selections, or other format. Ex: when selecting a location does the requestor type in their location or select from a list).

3.5.14 If the Solution is pre-programmed with work order components, check which elements are included. Please add additional elements available in the Solution.	

	Site location
	Room location/additional location details
	Submitter contact information
	Description of the required maintenance
	Priority (Ex: low, medium, high)
	Trade (Ex: paint, plumbing, general, etc.)
	Pictures (Ex: a photo of a broken door, etc.)
	Assigned technician (entered after the request has been assigned)
	Supplies used (entered after the work order has been completed)
	Cost of repair/maintenance (entered after the work order has been completed)

3.5.15 Describe any automated messaging functionalities within the Solution to communicate with requestors (ie: is an email sent automatically when updates are made to a work order or when a work order is closed out?).

3.5.16 Describe how work orders are updated and closed out after work has been completed.

3.5.17 Describe reports available in the Solution (Ex: daily reports, weekly reports, reports by trade, reports by site, reports by technician, expense/supply reports, chargeback reports, overdue work order reports, facilities use v. maintenance reports, etc.).**

3.5.18 Provide sample reports available in the Solution.**

3.5.19 Describe expense reporting available within the Solution (Ex 1: A work order for a plumbing issue requires a U pipe and the technician incurs mileage. What reports are available to show the cost of the U pipe and mileage? Ex. 2: A report is pulled for a provider of U pipes to see what dollar amount has been spent year-to-date with that provider).

3.5.20 Describe parts inventory tracking and supply reporting available within the Solution (Ex: A work order for a plumbing issue requires a U pipe. What reports are available to show supply usage and flag the need to order an additional U pipe?).

3.5.21 Describe how the Solution supports site chargebacks (ie: How does the Solution track cost, payment, and budget information for work requested by sites?).

3.5.22 Describe role-based permission capabilities within the Solution related to reports (Ex: All reports available to managers, trade-specific reports available to trade supervisors, site-specific reports available to site admin staff, expense/supply reporting available to purchasing staff).

3.5.23 Describe the capability of the Solution to provide automated notice for overdue work orders (Ex: a weekly report auto-generated to the manager and/or trade supervisors showing work orders over 30 days old).

3.5.24 Describe any capability within the Solution to support site modification requests and differentiate them from standard work orders (Ex: Adding an additional wall which may require an architect, permitting, etc.).

3.5.24.1 Describe how site modifications are routed and classified separately than work orders to avoid creating a backlog in work orders (is a separate system used to track them? Are requests classified separately?).

3.5.24.2 Describe how the Solution categorizes site modifications for different resource elements and any limit to the number of elements (Ex: HVAC, school signs, intrusion systems, kilns, lockers, marquees, PA bell & systems, paint/stucco, exterior wood & doors, interior paint, partitions, playground equipment & turf, plumbing, fixtures, pool & pool facilities, relocatables & relocatable roofs, restroom partitions, roofs, scoreboards, shade structures, siding, tennis courts, theaters, windows, electrical, video cameras, etc.).

3.5.24.3 Describe different components that are part of a site modification request and how granular the initial requests can be. Including how the site modification request form is different from the work order request form.

3.5.24.4 Describe how site modifications are prioritized within the Solution (are they assigned a number?).

3.5.24.5 Describe automated messaging functionalities within the Solution related to site modification requests (ie: If a work order is closed to create a separate site modification request/project or if a work order is re-classified as a site modification is a notice sent to the requestor?).

3.5.24.6 Describe the capability in the Solution to allot a certain amount of technician hours to a site modifications and tracking capabilities (Ex: a site requests a wall to be built and

the technician is assigned to spend 16 hours on it, but actually spending 17 hours).

3.5.24.7 Describe any expense tracking capabilities within the Solution including comparing projected costs with actual costs.

3.5.24.8 Describe the ability within the Solution to track funding sources for site modifications.

3.5.24.9 Describe how the Solution tracks site modification projected completion dates and actual completion dates.

3.5.24.10 Describe reporting capabilities related to reports excluding site modifications (work orders only) and reports excluding work orders (site modifications only). Please also specify if site modifications are excluded from automated notices for overdue work orders.

3.5.24.11 Describe reports for site modifications available in the Solution (Ex: daily reports, weekly reports, reports by trade, reports by facility element categories, reports by site, reports by technician, expense/supply reports, chargeback reports, overdue work order reports, facilities use v. maintenance reports, etc.).

3.5.24.12 Provide sample reports for site modifications available in the Solution.

3.5.25 Please describe any additional functionality available as part of the core/proposed Solution or as an optional solution that is available for purchase at an additional cost to the Participant. Please also provide a brief description of planned development that may be of benefit to Participants.

3.6 Integrated Resource Management

	Yes	No	P	C	Comments
**3.6.1 Confirm that the Solution can be integrated to provide single sign on capabilities. **					
3.6.2 Confirm that the Solution can be integrated with identity systems or human resources systems to automatically determine different role-based permissions.					
3.6.3 Confirm that the Solution can be integrated with Student Information Systems ("SIS") for the purposes of integrating with enrollment and scheduling data related to room use.					
3.6.4 Confirm that the Solution can be integrated with email/calendar providers (such as Outlook).					
3.6.5 Confirm that the Solution can be integrated with Human Resource/Directory systems.					
3.6.6 Confirm that the Solution can be integrated with facilities management and maintenance systems (if it does not provide facilities system capabilities within the Solution).					
3.6.7 Confirm that the Solution can be integrated with Help Desk/Work Order systems (if it does not provide a help desk/work order system capabilities within the Solution).					
3.6.8 Confirm that the Solution can be integrated with Substitute systems to determine potential substitute teacher shortages.					
3.6.9 Confirm that the Solution can be integrated with RSS feed/Website Calendar systems.					
3.6.10 Confirm that the Solution can be integrated with displays, digital signage, and websites.					

3.6.11 Confirm that the Solution can be integrated with Video Conferencing providers (such as Zoom and Google Meet) to automatically set up virtual meetings and send invites to invitees.					
3.6.12 Confirm that the Solution can be integrated with Financial systems/Invoicing software to send invoices directly to requestors for costs associated with reservations.					
3.6.13 Confirm that the Solution can be integrated with Payment processors/credit card payment processors to process payments from requestors for costs associated with reservations.					

3.6.14 Describe key points of integration of proposed components/modules of the system. For example, how does planned maintenance detailed in the work order system affect reservations in the internal and external reservations system? Alternatively, describe how the system allows for integration with third-party systems to allow for tight coordination in managing facilities maintenance and use.

3.6.15 Describe functionality available due to email/calendar integrations.

3.6.16   Describe any additional related programs or modules Vendor offers that are not specifically called for in the previous sections of this RFP (e.g., transportation management, enrollment projections, or other tools/features).

3.6.17   Confirm whether any of the core proposed products or additional offerings from Vendor may contain identifiable student information (e.g., student ID, name, address).

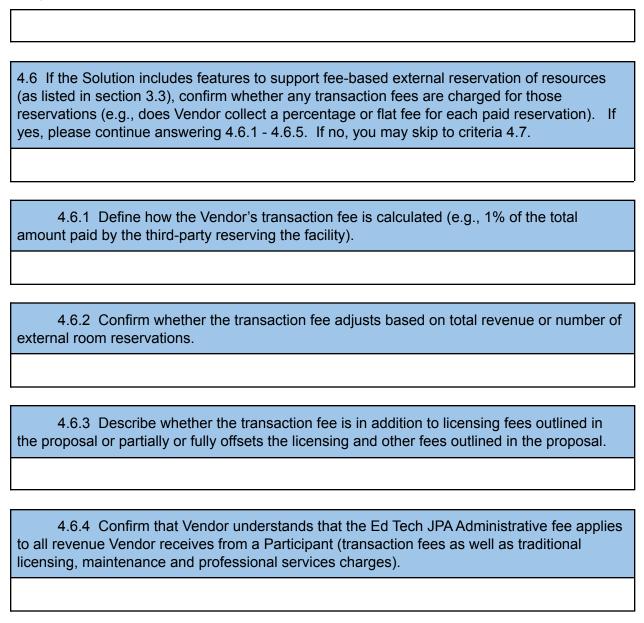| 3.6.18   If the core proposed products or additional offerings may contain student data, confirm Vendor agrees to execute and abide by all terms in the Standard Student Data Privacy Agreement CA-NDPA (CA-NDPA) (included in Appendix E of this RFP). |
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Part 4 Price

Vendor must complete the Pricing Forms (Appendix C). In Appendix C, Vendor shall detail all costs associated with the proposed Solution, including, but not limited to, the implementation, software licensing and maintenance, training, ongoing support, recommended professional services, taxes and surcharges, and costs of optional services and products. Taxes may be listed as an approximate percentage where appropriate. Costs not identified by Vendor shall be borne by Vendor and will not alter the requirements identified in this solicitation.

	Yes	No	Comments
4.1 Confirm that all costs, including, but not limited to, implementation, software licensing and maintenance, training, ongoing support, recommended professional services, taxes and surcharges, and costs of optional services and products and any other anticipated costs to the Participant have been included on the completed Appendix C: Pricing Form. **			
4.2 Confirm that should the Solution be down or performance degraded to render the Solution unusable for longer than 30 minutes (outside of a scheduled maintenance window), Vendor shall refund the portion of the contract equivalent to that outage window.			
4.3 Confirm that the Pricing Form includes an itemized schedule of all equipment and software for the proposed Solution and all pricing quoted includes all activities necessary for a complete, turn-key system.**			

4.4 Describe any assumptions made impacting the cost proposal, and any limitations (e.g., professional service hours, number of initial distribution groups) that apply to the listed costs. **

4.5 Provide a narrative explanation of the pricing proposal. Describe in detail any limitations of (e.g., length of term, service quantities) that apply to the proposed pricing. Note, limitations or terms that are unfavorable may be cause for rejection of the Proposal. **

4.6 If the Solution includes features to support fee-based external reservation of resources (as listed in section 3.3), confirm whether any transaction fees are charged for those reservations (e.g., does Vendor collect a percentage or flat fee for each paid reservation).   If yes, please continue answering 4.6.1 - 4.6.5. If no, you may skip to criteria 4.7.

4.6.1 Define how the Vendor's transaction fee is calculated (e.g., 1% of the total amount paid by the third-party reserving the facility).

4.6.2 Confirm whether the transaction fee adjusts based on total revenue or number of external room reservations.

4.6.3 Describe whether the transaction fee is in addition to licensing fees outlined in the proposal or partially or fully offsets the licensing and other fees outlined in the proposal.

4.6.4 Confirm that Vendor understands that the Ed Tech JPA Administrative fee applies to all revenue Vendor receives from a Participant (transaction fees as well as traditional licensing, maintenance and professional services charges).

4.6.5 Describe when and how transaction fees would be collected from Participant.

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

4.7	Describe how growth and site changes will impact the price.

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

4.9 The maintenance and licensing fee shall not begin until the Solution has been tested and accepted by the Participant. Describe payment milestones and expectations. **

Part 5 Exceptions

Describe any exceptions to the RFP content, general expectations, specific requirements, and/or the Ed Tech JPA's standard Master Agreement and Purchase Agreement. For each exception, propose acceptable alternative language and/or provide rationale to support the exception.

*** End of Proposal Form ***