

**CHARLES COUNTY PUBLIC SCHOOLS  
LA PLATA, MARYLAND  
REQUEST FOR PROPOSAL (RFP)**

RFP TITLE: LEARNING MANAGEMENT SYSTEM

RFP NUMBER: RFP # LMS-2021

CONTRACT PERIOD: ONE YEAR (1) YEAR, WITH FOUR (4) - ONE (1) YEAR RENEWAL OPTIONS

INSURANCE CERTIFICATE REQUIRED: YES

DEADLINE FOR QUESTIONS: DECEMBER 15, 2021, 3 P.M., Local Time

RFP CLOSING DATE/TIME: JANUARY 6, 2022, 3 P.M., Local Time

RFP PLACE OF DELIVERY: CHARLES COUNTY PUBLIC SCHOOLS  
PURCHASING DEPARTMENT  
5980 RADIO STATION ROAD, 2<sup>ND</sup> FLOOR  
LA PLATA, MARYLAND 20646

RFP MAILING ADDRESS: CHARLES COUNTY PUBLIC SCHOOLS  
PURCHASING DEPARTMENT  
*Attn: Eleanor Foddrell, Purchasing Analyst*  
P.O. BOX 2770  
LA PLATA, MARYLAND 20646

SHIPPING ADDRESS: UPS/FEDEX: CHARLES COUNTY PUBLIC SCHOOLS  
*Attn: Eleanor Foddrell, Purchasing Analyst*  
5980 RADIO STATION ROAD, 2<sup>ND</sup> FLOOR  
LA PLATA, MARYLAND 20646

E-MAIL ADDRESS: [efoddrell@ccboe.com](mailto:efoddrell@ccboe.com)

PHONE/FAX NUMBERS: Phone: (301) 392-7581; Fax: (301) 934-7247

WEBSITE: <https://procurement.maryland.gov/>

**NOTES:**

**INCLEMENT WEATHER:**

If Charles County Public Schools Administrative Offices are **closed** due to inclement weather on the day Proposals for a RFP are “DUE”, Proposals for that RFP shall be due **at the same time the next business day the Charles County Public Schools Administrative Offices are open for business.**

**QUESTIONS:**

It is advisable to all Offerors/Proposers to send all questions to via email: [efoddrell@ccboe.com](mailto:efoddrell@ccboe.com) or fax, (301) 934-7247, by the required date and time within the solicitation.

**PICK-UP LOCATION FOR RFP PACKAGE:**

In addition to downloading and printing this RFP from [emma.helpdesk@maryland.gov](mailto:emma.helpdesk@maryland.gov), it is available for pick-up from the Purchasing Department, Jesse L. Starkey Administration Building, 5980 Radio Station Road, 2nd Floor, La Plata, MD 20646, between the hours of 8:30 A.M. - 3 P.M., M-F, Local Time.

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## I. DEFINITIONS

### General

- A. **Business Day(s)** – Official working days of the week Monday-Friday, excluding CCPS holidays.
- B. **CCPS** – Charles County Public Schools. CCPS encompasses its Board members, elected and appointed officials, employees, officers, authorized agents, representatives, students, and volunteers.
- C. **Contract** – A mutual and legally binding document between CCPS and an Offeror/Proposer. The RFP and the awarded Vendor/Contractor’s response to the RFP shall become the contract for this solicitation.
- D. **Contract Documents** – The RFP and the awarded Vendor/Contractor’s response.
- E. **Fully Burdened Hourly Rates** – Includes salary, administrative, overhead cost and profit for the Awarded Vendor/Contractor.
- F. **Notice of Award** – Written notice of award from CCPS to the successful Offeror/Proposer, which binds CCPS and the Offeror/Proposer to the RFP and the Offeror/Proposer’s response.
- G. **Properties** – Any facility, land or real estate owned, occupied, or controlled by CCPS.
- H. **Proposal** – A written response submitted in accordance with the RFP.
- I. **Offeror/Proposer** – Any individual, company, firm, corporation, partner-hip, or other legal entity that submits a Proposal in response to this RFP.
- J. **RFP** – Request for Proposals. RFP is a complete package of documents that includes a detailed Scope of Work/Specification, Terms and Conditions; and other binding documents.
- K. **Vendor/Contractor** – The responsive and responsible Offeror/Proposer or Offerors/Proposers responding to this RFP.
- L. **Work** – The goods and/or services required under this RFP.

## II. PURPOSE/OBJECTIVE

- A. The purpose of this RFP is to request competitive sealed proposals from experienced and qualified Offerors/Proposers to provide a cloud-based SaaS Learning Management System (LMS). CCPS requires that any proposal for Learning Management System also include professional services necessary to implement the solution.

- B. CCPS reserves the right to cancel the RFP, to make an aggregate award, or to split the award between more than one Offeror/Proposer(s).

### III. INTRODUCTION AND BACKGROUND

Charles County is one of the fastest growing counties in the state of Maryland, with a population of 157,705. Charles County is located less than 30 miles south of Washington D.C. and is considered the gateway to Southern Maryland. The CCPS system currently has 27,705 students attending 37 schools and three (3) educational centers. The school system consists of 22 elementary schools, which are comprised of students from pre-kindergarten to grade five; eight (8) middle schools that serve students from grades six through eight; seven (7) high schools that serve students from grades nine through 12 and three (3) centers for disabled and special needs students.

The mission of Charles County Public Schools is to provide an opportunity for all school-aged children to receive an academically challenging, quality education that builds character, equips for leadership and prepares for life, in an environment that is safe and conducive to learning.

CCPS is issuing this RFP in order to obtain a state-of-the-art, cloud-based SaaS Learning Management System (LMS) and associated services that, among other capabilities, are designed for K-12 student and professional learning use.

<b>Background Statistics</b>	
<b>Background Summary</b>	
Student Population	27,521
Annual Operating Budget, FY 2021	\$408 Million
Approximate Number of Employees (FTE)	4,400
Fiscal Year	July 1 to June 30

### IV. INFORMATION FOR OFFERORS/PROPOSERS

#### A. PROPOSAL DEADLINE, REQUIREMENTS, AND DELIVERY

- 1. Submission deadlines and requirements for sealed proposals shall be addressed to CCPS and received at the designated office:

Charles County Public Schools  
Purchasing Department  
Attention: Eleanor Foddrell, Purchasing Analyst  
5980 Radio Station Road, 2<sup>nd</sup> Floor  
La Plata, MD 20646  
(301) 392-7581  
**By 3 P.M., Local Time, January 6, 2022**

2. Each Offeror/Proposer shall assume full responsibility for timely delivery to the location designated for receipt of Proposals. Proposals received after the established date and time for receipt, will be returned unopened. Proposal revisions after the date and time specified, herein, shall not be considered.
3. If Charles County Public Schools Administrative Offices are **closed** due to inclement weather on the day proposals for a RFP are “DUE”, proposals for that RFP shall be due **at the same time the next business day the Charles County Public Schools Administrative Offices are open for business.**

#### **B. REQUESTS FOR CLARIFICATIONS**

Prospective Offerors/Proposers may request that CCPS clarify information contained in the RFP via: (1) e-mail to [efoddrell@ccboe.com](mailto:efoddrell@ccboe.com) . All such requests must be made in writing to Eleanor Foddrell, Purchasing Analyst. CCPS will issue an addendum or addenda, if necessary, to respond to all written requests for clarifications. **CCPS will not respond to any requests for clarifications received after 3 P.M., Local Time, December 15, 2021.**

#### **C. RESTRICTIONS ON COMMUNICATION**

From the issue date of the RFP, until selection of a Vendor/Contractor, and selection announced, prospective Offerors/Proposers, CCPS administrators, faculty and staff members, representatives, agents, or employees are not permitted to communicate about the subject of the RFP. Unauthorized contact with any such CCPS person, other than the employee listed above, may result in disqualification from the solicitation process. Any other information of any kind from any other source, or any oral communication, shall be considered unofficial and non-binding on CCPS. An Offeror/Proposer relying on unofficial information shall do so at the Offeror/ Proposer’s own risk.

#### **D. SOLE POINT OF CONTACT**

The sole point of contact for CCPS for the purposes of this RFP is the Purchasing Manager or his designee. No CCPS employee, official, or representative has the authority to change the requirements of this solicitation, except the Purchasing Manager or his designated representative. Any attempts to contact members of the evaluation committee or to circumvent this procedure, in any manner, may be grounds for disqualification of the Offeror/Proposer from the procurement process.

#### **E. RFP AND PROPOSAL INFORMATION CONTROLLING**

1. The following process is intended to ensure that all Offerors/Proposers have

equal access to information relative to the RFP. As part of the RFP preparation, CCPS has made every effort to provide prospective Offerors/Proposers with adequate disclosure. Each Offeror/Proposer's Proposal shall be prepared based only on the information contained in the RFP, notwithstanding any information that may have been previously provided. A prospective Offeror/Proposer noting any inconsistency between the information contained in the RFP and any information previously provided to it, should request clarification (refer to paragraph B above).

2. No information communicated, either verbally or in writing, to or from an Offeror/Proposer shall be effective unless, confirmed via written addendum to the RFP signed by the CCPS Purchasing Manager ("Purchasing Manager").

#### F. **AMBIGUITY, CONFLICT OR OTHER ERRORS IN THE RFP**

If an Offeror/Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Offeror/Proposer shall immediately notify the Purchasing Manager of such error in writing and request a modification or clarification. The Purchasing Manager shall make any necessary modification(s) or clarification(s) to the RFP by issuance of an addendum. Any proposal that includes assumed clarifications or corrections to the RFP that have not been approved by the Purchasing Manager, may be rejected.

#### G. **ADDENDA/REVISIONS TO THE RFP**

If it becomes necessary to revise any part of the RFP, all Offerors/Proposers that download the RFP will receive a notice of revision. All addenda shall become a part of the RFP and be posted on the State of Maryland's Department of General Services' website at <https://procurement.maryland.gov/>. An Offeror/Proposer must acknowledge receipt of all addenda, but the failure of an Offeror/Proposer to receive or acknowledge receipt of any addendum shall not relieve the Offeror/Proposer of the responsibility for complying with the terms thereof. Acknowledgment shall consist, minimally, of returning a signed copy of all addenda cover sheets as part of the proposal package. If for any reason, electronic failure, or whatever, an Offeror/Proposer does not receive notification of an addendum, it is each Offeror/Proposer's responsibility to check on the issuance of any addendum issued by CCPS.

#### H. **SIGNED ORIGINAL PROPOSAL**

Each Proposal must include the original response, signed by an authorized member of the Offeror/Proposer's company/firm. This member should be the highest-ranking officer with signature authority at the local level. **Proposals sent via facsimile or other electronic means shall NOT be accepted. Please submit two proposals consisting of one (1) original marked "Original" signed, by an authorized member of the Offeror/Proposer's firm, and one (1) exact copy**

of the Original marked “Copy”. Also, please submit one (1) Universal Serial Bus (USB) jump drive, flash drive, thumb drive or a Compact Disc-Read-Only Memory (CD-ROM) containing an exact copy of the signed ORIGINAL.

I. IDENTIFYING ENVELOPES

Offerors/Proposers shall mark sealed proposal envelope(s) in the lower left-hand corner: "RFP # LMS-2021, Learning Management System".

J. RECEIPT OF PROPOSALS

Only sealed proposals will be accepted. Sealed proposals will be received at the Purchasing Office, Charles County Public Schools, Attn: Eleanor Foddrell, Purchasing Analyst, 5980 Radio Station Road, 2<sup>nd</sup> Floor, La Plata, MD 20646, **until 3 P.M., Local Time, January 6, 2022.** All Proposals received after the time and date above will be returned unopened. Late proposals, late requests for modification(s), or late requests for withdrawal will not be considered. Proposals sent via facsimile or submitted by other electronic devices will not be accepted and will result in a “non-responsive” response to the RFP.

K. PERIOD OF THE CONTRACT

The initial Contract period will be from the date of the Notice of Award letter, for a period of one year, unless otherwise stated in the Notice of Award, or unless otherwise agreed to by both parties. The CCPS reserves the right to adjust the Contract(s) period(s) at its own discretion and reserves the right to renew the Contract(s) for four (4) additional one (1) year periods. However, CCPS reserves the right to cancel the Contract(s), at its own discretion, for any reason. Vendor/Contractor’s performance will be reviewed on an annual basis by the Purchasing Manager. It is the intent of CCPS that should an Offeror/Proposer’s Proposal be accepted, and the RFP awarded, the RFP, any Addendum(s), the Offeror/Proposer’s Proposal, and the Notice of Award will become the Contract. The Purchasing Manager shall initiate all Contract renewals. Automatic Contract renewals are prohibited. Subsequent annual Contract renewal price increases shall be limited to the Consumer Price Index-Urban (CPI-U), for the Washington D.C. Metropolitan Area. The Offeror/Proposer must request CPI-U price adjustments at the time of renewal (see below, section **VIII-General Terms and Conditions**, paragraph (D) (3), CHANGES. **Do not proceed with any Work until after you have received a CCPS PO.**

L. CLOSING OF PROPOSALS

All submitted proposals must be received at the specified time and date stated above. No immediate decision is rendered at that time. All information received remains confidential until after final action by CCPS, except as required by law. **Proposals may not be withdrawn for a period of ninety (90) days after the closing date for submitting proposals.**

M. **FINALITY OF DECISION**

Any decision made by CCPS, including the selection of a Vendor/Contractor, shall be final.

V. **REQUIRED FORMAT AND CONTENT OF PROPOSAL**

5.1 In order to conduct a uniform review process, **proposals must be submitted in the format set forth below**. (Offerors/Proposers' signatures must be affixed to all attachments or items where indicated). Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical to the evaluation process. **Proposals sent via facsimile or other electronic means shall NOT be accepted**. Offerors/Proposers shall submit: (1) original marked "Original" signed, by an authorized member of the Offeror/Proposer's firm, **and** one (1) exact copy of the Original marked "Copy". Also, please submit one (1) Universal Serial Bus (USB) jump drive, flash drive, thumb drive or a Compact Disc-Read-Only Memory (CD-ROM) containing an **exact** copy of the signed ORIGINAL.

5.2 **Title Page**

The title page should reflect the RFP name and number, name of the firm, firm's contact person, his/her address, telephone, mobile, and fax numbers, email address, and the date of preparation.

5.3 **Table of Contents**

The Table of Contents must indicate the information included in the proposal by section and page number. An Offeror/Proposer's Table of Contents should mirror this section of the RFP and must include all the items set forth in items 5.2 through 5.12 of this section of the RFP.

5.4 **Letter of Transmittal** (Please limit to two (2) pages.)

A letter of transmittal must be prepared and submitted with the Offeror/Proposer's proposal and with an authorized signature. **Do not include pricing**.

The letter must include:

5.41 A statement of the Offeror/Proposer's understanding of the Work required by the RFP and specifications, included herein; and

5.42 The names of the person authorized to make representations on behalf of the Offeror/Proposer (include titles, mailing addresses, email address, and telephone, facsimile and mobile numbers).



5.5 **Profile of the Offeror/Proposer**

- 5.51 State whether the Offeror/Proposer is a local, regional, national or international firm.
- 5.52 State how long the organization/company/firm has been in business under the present name and structure. Provide any other names under which the firm has done business and the dates it operated under each name and the locations at which it operated under each name. State the number of years the company been in existence in any form. Give a brief history, if needed, concerning any changes in company identity.
- 5.53 State how your firm is organized and provide an organizational chart describing the company's managerial/supervisory support systems. The chart shall identify all support systems to be used in the completion of the Work required by the RFP, and how they inter-relate and support the field operations.
- 5.54 Provide the name(s), addresses, phone numbers, and email addresses of personnel regarded as district supervisors and/or district managers who will oversee the CCPS account. The Offeror/Proposer shall provide all necessary corporate officers' names, phone, facsimile, mobile, and emergency numbers and mail and email addresses.

5.6 **Financial**

CCPS may request copies of the firm's independently audited financial statements from the last two years (**to be submitted by request only**).

5.7 **References/Experience**

- 5.71 Provide a description of comparable products/services performed by the Vendor/Contractor during the most recent five (5) year period similar in scope to the services in this RFP, with emphasis on the office that would be assigned to support CCPS. To the extent possible, include work for clients, or local and/or state governments. State the number of offices and the number of employees located in the State of Maryland.
- 5.72 If the Vendor/Contractor has provided products/services comparable to those specified in this RFP, please provide a minimum of three (3) reference. For each reference, please provide:
- 5.721 Complete business address;
- 5.722 The name, job title, the mobile and office numbers and email address of a contact individual who can attest to the Vendor/Contractor's ability to perform the services in this RFP; and

5.723 The contract under which the services provided to the reference included: the scope of services provided under the contract and the length of the contract.

5.8 **Personnel**

5.81 Identify all full-time and part-time staff assigned to work directly on this project in the event of an award to your firm; and

5.82 Provide the qualifications, education, work experience, as well as a narrative description of work responsibilities for individuals that will work on this project. Indicate the primary point of contact(s).

**Note:** Offeror/Proposers' evaluations will be based on the experience and qualifications of their entire stated team, no changes in team composition shall be allowed without prior written approval of CCPS. Failure to notify CCPS of change(s) in team composition may be cause for termination of contract.

5.9 **Response to the Scope of Work**

5.91 Organize your proposed solution to follow the order of information stated in this Sections V and VI. Explain precisely what is required to perform the required of this RFP;

5.92 Describe how your firm's technical and support resources will be deployed to ensure an acceptable level of contract performance;

5.93 Describe the range of activities necessary to perform the required Work;

5.94 Training – Address any necessary training;

5.95 Customer Support – If any, address all necessary customer support; and

5.96 Price – Provide the proposed price to comply with all the requirements of this RFP. Pricing shall be submitted in a separate envelope marked "**RFP # LMS-2021, Learning Management System**" – **Pricing**.

5.10 **Statement of Qualifications**

5.11 **Additional Services**

Please include under this heading all additional services offered by your firm/company and their related prices. Information not specifically requested by the foregoing sections that is essential to your proposal, may be presented in this section. If there is no additional information to present, state in this section, "There is no additional information we wish to present." However, suggestion of additional information, include any additional information or special

qualifications your organization may feel is pertinent to your Proposal. Please note that this information may or may not be used as part of the evaluation selection process.

#### 5.12 **Technical Proposal Instructions**

The Offeror/Proposer must submit the Technical Proposal in a separate binder per specifications, contained, herein. Offerors/Proposers should arrange Proposal's contents in the same order and identified with headings as presented, herein.

### **VI. EVALUATION PROCESS**

- A. After review of the proposals, a CCPS evaluation/selection committee will recommend the highest ranked Vendor/Contractor(s) for award. CCPS may request oral interviews from the highest ranked Vendor/Contractor(s) with the committee. CCPS may negotiate with the selected Vendor/Contractor to create a contract for approval by CCPS. If CCPS is unable to reach acceptable terms with the highest ranked Vendor/Contractor, CCPS may seek to reach acceptable terms with the next highest ranked Vendor/Contractor, as needed.
- B. The evaluation/selection process will use the following evaluation criteria. This list of criteria is in descending order of importance. Total points value is 100:
1. **Experience/References** – The overall experience of the Offeror/Proposer to provide quality Work, as required by this RFP, to other past and present clientele, including local school districts, colleges, universities, state and local government agencies;
  2. **Qualifications** – The Offeror/Proposer's skill, ability, competence, and integrity to supply and deliver the Work described herein. . The Offerors/Proposer's capability and ability to successfully fulfill **all** of the requirements of the RFP. The qualifications of key personnel proposed to work on this project, their professional experience and tenure with Vendor/Contractor. The Offeror/ Proposer's understanding of the Work, its purpose and scope, as evidenced by the proposed approach and the level of effort
  3. **Availability** – The Vendor/Contractor's availability to provide services as required.
  4. **Compliance** – Vendor/Contractor's ability to comply with applicable **all** Federal, State and Local laws and regulations.
  5. **Pricing/Cost to CCPS** – Competitive pricing which complies with all the requirements set forth in this RFP. See paragraph 5.96 above.

## **VII. SCOPE OF WORK AND SPECIFICATIONS**

### **A. Current Environment**

The current learning management solution used by CCPS is through EduPoint Synergy Student Information System - LMS. Functionality includes the ability to add courses, resources, class pages, multi-media resources, announcements, discussion boards, a comprehensive teacher portal, TeacherVUE® that includes access to student data analysis tools, gradebook, communication tools, rich content creation, digital drop box, integrated Zoom® video conferencing tool, integrated with Microsoft OneDrive and 24/7 student access via StudentVUE web portal or mobile app. The system also provides a portal for parents, ParentVUE to keep parents connected 24/7 with mobile access to grades, assignments, and communication with teachers. Stakeholders include staff, educators, parents, and students.

### **B. Staff, Roles and Responsibilities**

1. CCPS will:

Provide a Project Manager who will be responsible for:

- i Working directly with the Vendor/Contractor; and
- ii Verifying full functionality of all content.

2. Vendor/Contractor Responsibilities and Tasks

The Vendor/Contractor shall:

- i. Schedule a kickoff meeting within 10 Business Days of Notice to Proceed (NTP). At the kickoff meeting, the Vendor/Contractor shall furnish an updated project schedule describing the activities for the Vendor/Contractor, CCPS, and any third parties for fully transitioning to the Vendor/Contractor's Solution.
- ii. Configure and implement the LMS according to the requirements of the RFP within six (6) months of receipt of the NTP.
- iii. Develop a migration strategy that minimizes risk and focuses on delivery of resources based on CCPS' specified list of priorities.
- iv. Migrate all existing courses, professional development modules, and other content from the current LMS to the new LMS production environment and test that are fully configured and functional.
- v. Migrate and back-up five (5) years of data and materials.
- vi. Furnish and update a weekly project schedule for all startup activities until the LMS is deployed into the production environment and accepted by CCPS.
- vii. Create templates with CCPS' branding and style.
- viii. Furnish a testing plan to indicate how individual components will be verified as fully functional, including, but not limited to,

containing no broken links, appropriate user access, and correct navigation.

- ix. Test and ensure the functionality of the Home page with login to internal platform.
- x. Test and ensure the functionality of student course migration.
- xi. Test and ensure the functionality of Professional Development course migration.
- xii. Test and ensure that user migration is complete.
- xiii. Test and ensure that the registration and payment systems are functional.
- xiv. Test and ensure that public-facing content, such as learning modules, interactives, and other resource migration is functional.
- xv. Provide CCPS with the ability to test the functionality of the registration and eCommerce systems.

### **C. Training**

The Vendor/Contractor shall:

- 1. Provide LMS training for CCPS identified personnel.
- 2. Address the training requirements of all defined user type/roles.
- 3. Provide 16 hours of in-person training for CCPS staff and CCPS LMS administrators, prior to production development.
- 4. Deliver system administration and train-the-trainer knowledge transfer for all LMS capabilities.
- 5. Include supporting documentation (including tutorials, webinars, and other materials) thirty (30) days before scheduled production deployment.
- 6. Replicate training for any individuals not available during in-person training, virtually.
- 7. Provide ongoing support with designated trainer throughout the term of the Contract.
- 8. Provide additional training throughout the term of the Contract via various online resources.
- 9. Provide CCPS rights to distribute and/or reprint training materials as needed for stakeholders.

### **D. Functional/Non-Functional Requirements**

Functional/Non-Functional Requirements for the LMS are listed in **RFP**.

### **E. Vendor/Contractor-Supplied Hardware, Software, and Materials**

- 1. Solution shall be accessible from various client devices (e.g., PCs, tablets, cell phones) through a thin client interface such as a Web browser or a program interface.
- 2. CCPS shall be permitted limited user-specific application configuration settings.

3. The Vendor/Contractor is responsible for the acquisition and operation of all hardware, software, and network support related to the services being provided, and shall keep all software current.
4. CCPS also requires that, if needed, CCPS will have the option to purchase additional licenses beyond the original Contract parameters throughout the life of the Contract.

**F. Required Project Policies, Guidelines and Methodologies**

1. The Vendor/Contractor shall be required to comply with all applicable laws, regulations, policies, standards, and guidelines affecting Information and Instructional Technology projects, which may be created or changed periodically. The Offeror/Proposer is required to review all applicable links provided below and state compliance in its response.
2. It shall be the responsibility of the Vendor/Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards, and guidelines affecting project execution. These include, but are not limited to:
  - i. The State of Maryland System Development Life Cycle (SDLC) methodology at: <http://doit.maryland.gov/SDLC/Pages/agile-sdlc.aspx> ;
  - ii. The State of Maryland Information Technology Security Policy and Standards at: <http://www.DoIT.maryland.gov>- keyword: Security Policy;
  - iii. The State of Maryland Information Technology Non-Visual Standards at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>;
  - iv. Digital Learning at <http://www.dsd.state.md.us/comar/comarhtml/13a/13a.04.15.04.htm>;
  - v. Accessibility at <https://www.w3.org/TR/WCAG21/#requirements-for-wcag-2-1>;
  - vi. Section revised 508 of US Rehabilitation Act which includes the Web Content Accessibility Guideline 2.1 (WCAG) Level AA at <https://www.w3.org/TR/WCAG21/#requirements-forwcag-2-1>;
    - a. The Proposer's Proposal response shall include, as an attachment, a Voluntary Product Accessibility Template (VPAT) that provides detailed information on how the product conforms to the Revised Section 508 of the US Rehabilitation Act, which includes Web Content Accessibility Guidelines

WCAG (Web Content Accessibility Guidelines) 2.1 Level AA.

- b. A third party VPAT is preferred.
  
- vii. Family Educational Rights and Privacy Act (FERPA) at <https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html?src=rn;>
  
- viii. Children’s Internet Protection Act (CIPA) at <https://www.fcc.gov/consumers/guides/childrens-internet-protection-act;>
  
- ix. Child’s Online Privacy Protection Act (COPPA) at <https://www.ftc.gov/tips-advice/businesscenter/privacy-and-security/children%27s-privacy;>
  
- x. Health Insurance Portability and Accountability Act (HIPAA) at <https://www.hhs.gov/hipaa/index.html>; and
  
- xi. Payment Card Industry (PCI) Data Security Standards (DSS) for electronic payments at: [https://www.pcisecuritystandards.org/security\\_standards/index.php](https://www.pcisecuritystandards.org/security_standards/index.php)

## **G. Maintenance**

Maintenance and support, and Vendor/Contractor’s ongoing maintenance and support obligations, are defined as follows:

1. Maintenance includes all future updates and system enhancements applicable to system modules licensed without further charge to all licensed users maintaining a renewable support contract. The Vendor/Contractor shall prepare software releases and stage at CCPS for validation in the system test environment. CCPS will provide authorization to proceed. CCPS will have the ability to manage the distribution of these releases to the appropriate sites. To support this requirement, the Vendor/Contractor shall propose, provide and fully describe its solution for updating all sites with any new software releases.
2. Support shall be provided for superseded releases and back releases still in use by CCPS.
3. For the first year and all subsequent Contract years, the following services shall be provided for the current version and one previous version of any Software provided with the Deliverables, commencing upon acceptance of initial startup activities:
  - i. Error Correction. Upon notice by CCPS of a problem with the software (which problem can be verified), reasonable efforts to correct or provide a working solution for the problem.
  - ii. Material Defects. Vendor/Contractor shall notify CCPS of any material errors or defects in the deliverables known or made known to the Vendor/Contractor from any source during the life of the

Contract that could cause the production of inaccurate or otherwise materially incorrect results. The Vendor/Contractor shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.

- iii. Updates. Vendor/Contractor will provide CCPS at no additional charge all new releases and bug fixes (collectively referred to as “Updates”) for any software Deliverable developed or published by the Vendor/Contractor and made available to its other customers.
4. Operations tasks shall include virus scans.
5. Activity reporting.

## **H. Technical Support**

“Technical Support” means Vendor/Contractor-provided assistance for the services or solution furnished under the Contract, after initial end-user support confirms a technical issue that requires additional troubleshooting capabilities; sometimes referenced as Tier II – IV support.

1. Technical Support shall be available during normal CCPS business hours.
2. CCPS shall be able to contact a Technical Support team member 24 hours per day, seven (7) days per week, 365 days per year.
3. Vendor/Contractor personnel providing technical support shall be familiar with CCPS’ account (i.e., calls shall not be sent to a general queue).
4. Vendor/Contractor shall return calls for service of emergency system issues within one (1) hour.
5. Calls for non-emergency IT service requests shall be returned within three (3) hours or immediately the following day, if after normal school district business hours.
6. CCPS shall be provided with information on software problems encountered at other locations, along with the solution to those problems, when relevant to district software.
7. Provide credentials and access to staging, testing, and production environments.
8. Provide system administrator and user documentation on any configuration the Vendor/Contractor performed on its products/services to produce/maintain the CCPS iteration of the Solution
9. Vendor/Contractor shall furnish staging, test, and production environments for course development. The staging environment will be used for system users developing course content; to facilitate third party development of course materials; certain users in the staging environment may not be issued licenses in either test or production.

## **I. Backup**

The Vendor/Contractor shall:

1. Perform backups for all application and configuration data that necessary



to restore the application to full operability on suitable hardware. The backup shall consist of at least:

- i. Incremental daily backups, retained for one (1) month;
- ii. Full weekly backups, retained for three (3) months;
- iii. Last weekly backup for each month maintained for two (2) years;
- iv. Maintain one (1) annual backup for at least three (3) years;
- v. Send the weekly backup electronically to a contractor facility approved by CCPS;
- vi. Encrypt the backups using a shared key;
- vii. Perform a backup recovery at least semi-annually; and
- viii. Provide on demand support for CCPS' recovery of a backup set.

## **J. Deliverables**

### **1. Deliverable Submission**

- i. For every deliverable, the Vendor/Contractor shall request the Project Manager or his/her designee to confirm receipt of that deliverable by sending an e-mail to the Project Manager or his/her designee identifying the deliverable name and date of receipt.
- ii. For every deliverable, the Vendor/Contractor shall submit to the Project Manager or his/her designee, by e-mail, an Agency Deliverable Product Acceptance Form (DPAF).
- iii. Unless specified otherwise, written deliverables shall be compatible with Microsoft Office products, within two (2) versions of the current version. At the Project Manager's or his/her designee's discretion, the Project Manager or his/her designee may request one hard copy of a written deliverable.
- iv. A standard deliverable review cycle will be elaborated and agreed-upon between CCPS and the Vendor/Contractor. This review process is entered into when the Vendor/Contractor completes a deliverable.
- v. For any written deliverable, the Project Manager or his/her designee may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in **Minimum Deliverable Quality section**. Drafts of each final deliverable, except status reports, are required at least two (2) weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in **Minimum Deliverable Quality section**.

### **2. Deliverable Acceptance**

- i. A final deliverable shall satisfy the scope and requirements of this RFP for that deliverable, including the quality and acceptance

criteria for a final deliverable as defined in **Deliverable Descriptions/Acceptance Criteria section**.

- ii. The Project Manager or his/her designee shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The Project Manager or his/her designee will be responsible for coordinating comments and input from various team members and stakeholders. The Project Manager or his/her designee is responsible for providing clear guidance and direction to the Vendor/Contractor in the event of divergent feedback from various team members.
- iii. The Project Manager or his/her designee will issue, to the Vendor/Contractor, a notice of acceptance or rejection of the deliverable in the DPAF. Following the return of the DPAF indicating “Accepted” and signed by the Project Manager or his/her designee the Vendor/Contractor shall submit a proper invoice. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.
- iv. In the event of rejection, the Project Manager or his/her designee will formally communicate in writing any deliverable deficiencies or non-conformities to the Vendor/Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the Vendor/Contractor to address the deficiencies. The Vendor/Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time for correction.
- v. A final deliverable shall satisfy the scope and requirements of this RFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in the **Deliverable Descriptions/ Acceptance Criteria section**.
- vi. The Project Manager or his/her designee shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The Project Manager or his/her designee will be responsible for coordinating comments and input from various team members and stakeholders. The Project Manager or his/her designee will be responsible for providing clear guidance and direction to the Vendor/Contractor in the event of divergent feedback from various team members.

### 3. Minimum Deliverable Quality

The Vendor/Contractor shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to CCPS. Each deliverable shall meet the following minimum acceptance criteria:

- i. Be presented in a format appropriate for the subject matter and depth of discussion.

- ii. Be organized in a manner that presents a logical flow of the deliverable’s content.
- iii. Represent factual information that is reasonably expected to have been known at the time of submittal.
- iv. In each section of the deliverable, include only information relevant to that section of the deliverable.
- v. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- vi. Meets the acceptance criteria applicable to that deliverable, including any CCPS policies, functional or non-functional requirements, or industry standards.
- vii. Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.
- viii. Must contain the date, author, and page numbers. When applicable for a deliverable, a revision table must be included.
- ix. A draft written deliverable may contain limited structural errors such as incorrect punctuation and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

4. Deliverable Descriptions/Acceptance Criteria

In addition to the items identified in the table below, the Vendor/Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

CCPS – Deliverables Summary Table\*

<b>Deliverable Description</b>	<b>Acceptance Criteria</b>	<b>Due Date/Frequency</b>
Initial Project Planning Meeting (Kick-off)	Vendor/Contractor shall provide: <ul style="list-style-type: none"> <li>• Sign-in sheet</li> <li>• Meeting agenda</li> <li>• Next steps/action item</li> </ul>	NTP + 10 Business Days
	Upon completion of meeting, sign off by Project Manager or his/her designee	
Project Schedule	Microsoft Excel schedule demonstrating tasks, task estimates, resource assignments, and dependencies for CCPS and Vendor/Contractor Personnel.	Initial Delivery: Five (5) Business Days after kick-off meeting Updates: Weekly
Migration Plan	Plan that details order of migrated items, timeframe for migration, testing and remediation of migrated items. Confirmation by project team that all criteria shall be met and data migrated. Signed acceptance by the	As identified in Approved Project Schedule

	Project Manager or his/her designee	
Training Plan	Description of training that will be provided consistent with the roles identified for each resource and the different sections of the LMS. Confirmation by project team that plan will be met based on schedule. Signed acceptance by the Project Manager or his/her designee.	As identified in Approved Project Schedule
Testing Plan	In MS Word format; Description to include the development and release of the testing, staging, and production environment, the testing of all online materials and migrated courses and resources for full functionality, the functionality of the Home page and the login for participants, and the registration and eCommerce sites.	As identified in Approved Project Schedule
Training	Upon conclusion of all initial user training as accepted by Project Manager.  Online training tutorials available for non-attendees, to be included in total Contract costs.  Yearly virtual training for system administrator updates, if requested, to be included in total contract costs.  Emergency system administrator training, if required, to be included in total contract costs.	Completed 30 Business Days prior to the scheduled production and deployment of the LMS according to the approved project schedule.
Production and Deployment of Solution	LMS is fully configured, tested, and all data is successfully migrated into production, to include, but not be limited to:  1. Home page with login 2. Student course migration 3. Professional Development course migration 4. User migration 5. Online content migration 6. Public-facing content, such as learning modules, interactives, and other resources migration 7. Registration and payment system are functional	As identified in CCPS approved project schedule.

\*The Deliverables Summary Table may not list all contractually-required deliverables. Offerors/Proposers should read the RFP thoroughly for all Contract requirements and deliverables.

## **K. Service Level Agreement (SLA)**

### System Performance

1. CCPS is sensitive to system performance, and its impact on user efficiency and perception. As a result, system performance measures will be implemented as proposed and agreed to in the Contract and measured on a periodic basis as a means to maintaining a high level of system performance and user satisfaction. Offerors/Proposers shall explain in the Technical Proposal how the proposed LMS performance will be measured. Offerors/Proposers shall also describe what is considered acceptable performance from an end-user's point of view (e.g., response time of common transactions, system availability). Both the measures and the frequency of measurement will be included in an SLA prior to implementation.
2. The LMS shall be available to users at all times, with the exception of planned outages. Normal CCPS business hours shall apply to the CCPS' LMS Service Desk for most of the year. However, CCPS requires the flexibility to move to extended business hours during the busy times of the year.

## **L. Disaster Recovery and Data**

The following requirements apply to the resultant Contract:

1. Redundancy, Data Backup and Disaster Recovery
  - i. Unless specified otherwise in the RFP, the Vendor/Contractor shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard CCPS data and other confidential information, Vendor/Contractor's processing capability and the availability of hosted services, in each case throughout the Contract term. Any force majeure provisions of the Contract do not limit the Vendor/Contractor's obligations under this provision.
  - ii. The Vendor/Contractor shall have robust contingency and disaster recovery (DR) plans in place to ensure that the services provided under the Contract shall be maintained in the event of disruption to the Vendor/Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.
    - a. The Vendor/Contractor shall furnish a DR site.
    - b. The DR site shall be at least 100 miles from the primary Vendor/Contractor's operations site and have the capacity to take over complete production volume in case the primary site becomes unresponsive.
2. The contingency and DR plans must be designed to ensure that services under the Contract are restored after a disruption within twenty-four (24)

hours from notification and a recovery point objective of one (1) hour or less prior to the outage in order to avoid unacceptable consequences due to the unavailability of services.

3. The Vendor/Contractor shall test the contingency/DR plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with CCPS to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover/fallback operations at the DR location. The Vendor/Contractor shall send the Project Manager or his/her designee a notice of completion following completion of DR testing.
4. Such contingency and DR plans shall be available for the Project Manager or his/her designee to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the Contract.

**M. Data Export/Import**

1. The Vendor/Contractor shall, at no additional cost or charge to the district, in an industry standard/nonproprietary format:
  - i. Perform a full or partial import/export of district data within 24 hours of a request; or
  - ii. Provide to the district the ability to import/export data at will and provide the district with any access and instructions which are needed for the district to import or export data.
2. Any import or export shall be in a secure format per the Security Requirements.

**N. Data Ownership and Access**

1. Data, databases and derived data products created, collected, manipulated, or directly purchased as part of a RFP are the property of CCPS. CCPS is considered the custodian of the data and shall determine the use, access, distribution, and other conditions based on appropriate district statutes and regulations.
2. Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (i) in the course of data center operations, (ii) in response to service or technical issues, (iii) as required by the express terms of the Contract, including as necessary to perform the services hereunder or (iv) at the district's written request.
3. The Vendor/Contractor shall limit access to and possession of district data to only the Vendor/Contractor's representatives whose responsibilities reasonably require such access or possession shall train such representatives on the confidentiality obligations set forth herein.
4. At no time shall any data or processes – that either belong to or are intended for the use of the district or its officers, agents or employees – be copied, disclosed or retained by the Vendor/Contractor or any party

related to the Vendor/Contractor for subsequent use in any transaction that does not include the district.

5. The Vendor/Contractor shall not use any information collected in connection with the services furnished under the Contract for any purpose other than fulfilling such services.
6. Provisions shall survive expiration or termination of the Contract.

**O. Data Retention**

The Vendor/Contractor shall store five (5) years of courses, administrative records and course history as delivered to students, along with gradebooks and student-furnished materials, as determined by the course and date. Offerors/Proposers shall describe how historical data older than five (5) years shall be removed.

**P. Security Requirements**

The following requirements are applicable to the Contract:

Employee Identification

1. At all times while on CCPS premises, Vendor/Contractor representatives shall display company ID badges in a visible location. Upon request of authorized CCPS personnel, each Vendor/Contractor representative shall provide additional photo identification.
2. Vendor/Contractor representatives shall cooperate with CCPS site requirements, including, but not limited to, being prepared for an escort at all times, and providing information for CCPS badge issuance.
3. The Vendor/Contractor shall remove any Vendor/Contractor representative from working on the Contract when CCPS determines, in its sole discretion, that a Vendor/Contractor representative has not adhered to the security requirements specified herein.
4. CCPS reserves the right to request that the Vendor/Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

**Q. Security Clearance/Criminal Background Check**

1. A criminal background check shall be completed for each Vendor/Contractor's representative prior to the representative providing on-site Work under this Contract.
2. Persons with certain criminal records may not perform specific services under this Contract. The Project Manager or his/her designee reserves the right to reject any individual based upon the results of a background check. Decisions of the Project Manager and the CCPS Safety and Security Director as to acceptability of a representative are final. CCPS reserves the right to refuse any individual Vendor/Contractor representative to work on CCPS premises, based upon criminal convictions, as specified by CCPS and in accordance to State and Federal laws.

3. The CJIS criminal record check of each Vendor/Contractor representative who will work on CCPS premises shall be reviewed by the Vendor/Contractor for any convictions including, but not limited to, any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article, or comparable crimes in another state or jurisdiction:
  - i. §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
  - ii. any crime within Title 7, Subtitle 1 (various crimes involving theft);
  - iii. §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
  - iv. §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
  - v. §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration);
  - vi. a crime of violence as defined in CL § 14-101(a); or
  - vii. a crime involving child abuse or neglect as defined in CL § 3-601 – 3-603.
4. Vendor/Contractor representatives with access to systems supporting CCPS or to CCPS data who have been convicted of a felony or of a crime involving telecommunications and electronics or of a crime involving child abuse or neglect from the above list of crimes shall not be permitted to work on CCPS premises under the Contract; Vendor/Contractor representatives who have been convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on CCPS premises.

## **R. Information Technology**

1. Vendors/Contractors shall comply with and adhere to CCPS' IT Security Policy and Standards. These policies may be revised from time to time and the Vendor/Contractor shall comply with all such revisions. Updated and revised versions of CCPS' IT Policy and Standards are available online at: <https://www.ccboe.com/myccps/images/pdfs/documents/EmployeeManual8-2020.pdf>
2. The Vendor/Contractor shall not connect any of its own equipment to a CCPS LAN/WAN without prior written approval by CCPS. The Vendor/Contractor shall complete any necessary paperwork as directed and coordinated with the Project Manager or his/her designee to obtain approval by CCPS to connect Vendor/Contractor-owned equipment to CCPS LAN/WAN.

The Vendor/Contractor shall:

- i. Implement administrative, physical, and technical safeguards to protect CCPS data that are no less rigorous than accepted industry best practices for information security such as those listed below;
- ii. Ensure that all such safeguards, including the manner in which CCPS data is collected, accessed, used, stored, processed, disposed of and



- disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of the Contract; and
- iii. The Vendor/Contractor and Vendor/Contractor's representatives shall
    - (a) abide by all applicable federal, State and local laws, rules and regulations concerning security of Information Systems and Information Technology and (b) comply with and adhere to CCPS' IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the CCPS IT Policy and Standards are available online at:  
<https://www.ccboe.com/myccps/images/pdfs/documents/EmployeeManual8-2020.pdf>.

## S. Data Protection and Controls

1. The Vendor/Contractor shall ensure a secure environment for all CCPS data and any hardware and software (including, but not limited to servers, network and data components) provided or used in connection with the performance of the Contract and shall apply or cause application of appropriate controls so as to maintain such a secure environment ("Security Best Practices"). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST (National Institute of Standards and Technology) cybersecurity framework.
2. To ensure appropriate data protection safeguards are in place, the Vendor/Contractor shall implement and maintain the following controls at all times throughout the term of the Contract (the Vendor/Contractor may augment this list with additional controls):
  - i. Establish separate production, test, and training environments for systems supporting the services provided under the Contract and ensure that production data is not replicated in test or training environment(s), unless it has been previously anonymized or otherwise modified to protect the confidentiality of sensitive data elements. The Vendor/Contractor shall ensure the appropriate separation of production and non-production environments by applying the data protection and control requirements.
  - ii. Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides <https://www.cisecurity.org/>, Security Technical Implementation Guides (STIG) <http://iase.disa.mil/Pages/index.aspx>, or similar industry best practices to reduce the system's surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible or not performed according to best practices. Any hardening practices, not implemented, shall be documented with a plan of action and milestones, including any compensating control. These procedures may include, but are not limited to, removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the Vendor/Contractor's system configuration files.

- iii. Ensure that CCPS data is not comingled with non-CCPS data through the proper application of compartmentalization security measures.
- iv. Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the Vendor/Contractor is responsible for the encryption of all Sensitive Data.
- v. For all CCPS data the Vendor/Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks.
- vi. Encryption algorithms, which are utilized for encrypting data, shall comply with current Federal Information Processing Standards (FIPS), “Security Requirements for Cryptographic Modules”, FIPS PUB 140-2:  
<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>  
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
- vii. Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including CCPS’ Information Security Policy.
- viii. Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. CCPS shall have the right to inspect these policies and procedures and the Vendor/Contractor or subcontractor’s performance to confirm the effectiveness of these measures for the services being provided under the Contract.
- ix. Ensure system and network environments are separated by properly configured and updated firewalls.
- x. Restrict network connections between trusted and untrusted networks by physically or logically isolating systems from unsolicited and unauthenticated network traffic.
- xi. By default “deny all” and only allow access by exception.
- xii. Review, at least annually, the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
- xiii. Perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to the Contract. Vendor/Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than 30 days following the earlier of vulnerability’s identification or public disclosure, or document why remediation action is unnecessary or unsuitable. CCPS shall have the right to inspect the Vendor/Contractor’s

- policies and procedures and the results of vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.
- xiv. Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current CCPS' Technology Information Security Policy <https://www.ccboe.com/myccps/images/pdfs/documents/EmployeeManual8-2020.pdf>, including specific requirements for password length, complexity, history, and account lockout.
  - xv. Ensure CCPS data is not processed, transferred, or stored outside of the United States ("U.S."). The Vendor/Contractor shall provide its services to CCPS and CCPS' end users solely from data centers in the U.S., unless granted an exception in writing by CCPS, the Vendor/Contractor shall not allow Vendor/Contractor representatives to store CCPS data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Vendor/Contractor shall permit its Vendor/Contractor representatives to access CCPS data remotely only as required to provide technical support.
  - xvi. Ensure Vendor/Contractor's representatives shall not connect any of its own equipment to a CCPS LAN/WAN without prior written approval from the CCPS Chief of Instructional Technology, which may be revoked at any time for any reason. The Vendor/Contractor shall complete any necessary paperwork as directed and coordinated with the Project Manager or his/her designee to obtain approval by CCPS to connect Vendor/Contractor-owned equipment to a CCPS LAN/WAN.
  - xvii. Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under the Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The Vendor/Contractor shall perform routine vulnerability scans and take corrective actions for any findings.
  - xviii. Conduct regular external vulnerability testing designed to examine the service provider's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. Evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. CCPS shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.

**T. Security Logs and Reports Access**

1. For a SaaS or non-CCPS hosted solution, the Vendor/Contractor shall provide reports to CCPS in a mutually agreeable format.
2. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all CCPS files related to the Contract.

**U. Security Plan**

1. The Vendor/Contractor shall protect CCPS data according to a written security policy (“Security Plan”) no less rigorous than that of CCPS, and shall supply a copy of such policy to CCPS for validation, with any appropriate updates, on an annual basis.
2. The Security Plan shall detail the steps and processes employed by the Vendor/Contractor, as well as the features and characteristics, which will ensure compliance with the security requirements of the Contract.
3. If any Security Plan information, including procedures, are different based on a task order, the Vendor/Contractor shall furnish such differences to the respective Project Manager or his/her designee.

**V. Offeror/Proposer’s Experience (see Section V-Required Format and Content of Proposal, paragraph 5.7 References/Experience)**

The Offeror/Proposer shall have at least five (5) years of experience providing LMS solutions where at least one client has a minimum of 20,000 active accounts, and where at least one client uses the LMS to deliver K-12 teaching and learning. Offeror/Proposer’s prior experience with and maturity of initial system start-up activities, including migration from an existing system.

**W. Personnel (see Section V-Required Format and Content of Proposal, paragraph 5.8 Personnel)**

1. Number of Personnel to Propose

As part of the Proposal evaluation, Offerors/Proposers shall propose exactly two Key Personnel who are expected to be available as of the start date specified in the Notice to Proceed (NTP). Actual resumes shall be provided only for Key Personnel. Resumes for resources provided later shall be coordinated by the Project Manager or his/her designee per the Technical Proposal. Proposers/Offerors shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the district. Proposers/Offerors may generally describe planned positions in a Staffing Plan. Such planned positions may not be used as evidence of fulfilling personnel minimum qualifications.

2. Offeror Key Personnel Experience

For the Contract, the following positions to be identified in the Technical

Proposal will be considered Key Personnel, and shall be required to meet the qualifications stated below:

- i. Project Manager
  - a. Duties: The Vendor/Contractor's project manager shall: Be assigned the management of the LMS and the Work performed under it. Perform day-to-day management of the project, identifies issues, risks and recommends possible issue and risk mitigation strategies associated with the project. Acts as a facilitator between CCPS and the Vendor/Contractor. Is responsible for ensuring that Work performed under task orders are within scope, consistent with requirements, and delivered on time and on budget. Identifies critical paths, tasks, dates, testing, and acceptance criteria. Provides solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels). Monitors issues and provides resolutions for up-to-date status reports. Demonstrates excellent writing and oral communications skills.
  - b. Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business, or other related discipline. Master's degree or Project Management certification is preferred.
  - c. General Experience: At least five (5) years of experience in project management.
  - d. Specialized Experience: At least five (5) years of experience in managing IT related projects and must demonstrate a leadership role in at least three successful projects that were delivered on time and on budget.
- ii. Professional Learning Facilitator
  - a. Duties: The Professional Learning Facilitator shall design LMS training materials to be delivered to designated CCPS personnel.
  - b. General Experience: Minimum one (1) year experience providing LMS training to educators and other professional staff.

3. Substitution of Personnel

Continuous Performance of Key Personnel-When Key Personnel are identified for the Contract, the following apply:

- i. Key Personnel shall be available to perform Contract requirements as of the NTP Date. Unless explicitly authorized by the Project Manager or his/her designee or specified in the Contract, Key Personnel shall be assigned to CCPS as a dedicated resource.
- ii. Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Vendor/Contractor from

working under the Contract without the prior written approval of the CCPS Purchasing Manager.

- iii. The provisions of this section apply to Key Personnel identified in any task order proposal and agreement, if issued, and any work order request and work order, if issued.

## **VIII. GENERAL TERMS AND CONDITIONS**

### **A. RESERVATION OF RIGHTS**

1. CCPS reserves the right to cancel this solicitation. CCPS reserves the right to accept or reject any or all proposals. CCPS reserves the right to waive any irregularity or informality in the solicitation process. CCPS reserves the right to request additional information from one or all Offerors/Proposers and/or negotiate any or all terms and conditions, if necessary, with the Offeror/Proposer(s) whose proposal(s) meets or exceeds the requirements of this RFP.
2. If funding for the implementation is dependent upon federal, state, and/or local budget approvals, CCPS reserves the right to reject all proposals based upon the specific support for this project provided by other governmental agencies. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, the Contract(s) shall terminate automatically as of the beginning of the fiscal year for which funds are not available. The Vendor/Contractor may not recover anticipatory profits or costs incurred after termination.

### **B. SUBLETTING OR ASSIGNMENT OF CONTRACT**

It is mutually understood and agreed that the Vendor/Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm, or corporation, in whole or in part, by operation of law or otherwise, without the prior written consent of the Purchasing Manager. If the Vendor/Contractor desires to assign his or her right to payment of the Contract, the Vendor/Contractor shall notify the Purchasing Manager immediately, in writing, and receive his written approval, prior to the assignment of right of payment. In no case shall such assignment of Contract(s) release the Vendor/Contractor from its obligations or change the terms of the Contract(s).

### **C. COMPLIANCE WITH LAWS**

The Offeror/Proposer hereby represents and warrants that:

1. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
2. It is not in arrears with respect to the payment of any monies due and owing

the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

3. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
4. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

**D. CHANGES**

Change Orders: CCPS may, order changes to the Work consisting of additions, deletions, or modifications. Changes may include, but are not limited to, changes in Contract sum, the time for performance, pricing, (i.e. CPI-U adjustments), quantities, delivery location, etc. Such changes in the requirements shall be authorized only by written Change Order(s) signed by the Purchasing Manager and an authorized representative of the Vendor/Contractor.

**E. WAIVER OF SUBROGATION**

To the fullest extent permitted by law, the Vendor/Contractor and its invitees, employees, officials, volunteers, agents, and representatives waive any right of recovery against CCPS for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the provision Work provided by Vendor/Contractor under this Contract. The Vendor/Contractor specifically waives any right of recovery against CCPS and its elected and appointed officials, officers, volunteers, agents, and/or employees for personal injury (and any resulting loss of income) suffered while working on behalf of CCPS as an independent Vendor/Contractor. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of CCPS and its elected and appointed officials, officers, volunteers, agents and employees. The Vendor/Contractor shall advise its insurers of the foregoing.

**F. ACKNOWLEDGMENT OF VENDOR/CONTRACTOR'S INDEPENDENT CONTRACTOR STATUS AND NO COVERAGE FOR VENDOR/ CONTRACTOR UNDER CCPS' WORKERS COMPENSATION COVERAGE**

Vendor/Contractor hereby acknowledges its status as an independent Vendor/Contractor while providing Work on behalf of CCPS and that CCPS' workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Vendor/Contractor or its employees during the Vendor/Contractor's provision Work to CCPS. To the fullest extent permitted by law, the Vendor/Contractor specifically waives any right of recovery against CCPS and its elected and appointed officials, officers, employees, volunteers, agents, or representatives for personal injury (and any resulting loss of income) suffered during the performance of Contract for CCPS. Such waiver shall

apply regardless of the cause of origin of the injury, loss, or damage, including the negligence of CCPS and its elected and appointed officials, officers, employees, volunteers, agents, or representatives. The Vendor/Contractor shall advise its insurers of the foregoing.

**G. DAMAGE TO PROPERTY OF THE VENDOR/CONTRACTOR AND ITS INVITEES**

1. To the fullest extent permitted by law, the Vendor/Contractor shall be solely responsible for any loss or damage to property of the Vendor/Contractor or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of CCPS.
2. The successful Vendor/Contractor shall not commence operations under the Contract until they have obtained all proper and required insurance as stated in the RFP and certificates are made available to CCPS.

**H. REPAIRS TO PROPERTY DAMAGE**

Any damage to Properties caused by the Vendor/Contractor, its agents, or employees shall be repaired to its original condition by the Vendor/Contractor. All repairs shall be performed at no cost to CCPS.

**I. OSHA COMPLIANCE**

All goods or services furnished by the Vendor/Contractor shall meet all applicable state and federal requirements of the Occupational Safety and Health Act (OSHA). Alleged violations or deviations from said state and federal requirements pertaining to any goods or services to be furnished by the Vendor/Contractor, or the Vendors/Contractor's working conditions or employment practices, must be set forth in the proposal.

**J. TOBACCO FREE AND ALCOHOL/DRUG FREE ENVIRONMENT**

CCPS maintains a tobacco and alcohol/drug free environment. The Vendor/Contractor shall not permit its employees to use any type of tobacco products (smoke or smokeless), alcohol, or drugs on the premises or on property owned or operated by CCPS.

**K. TAXES**

The Vendor/Contractor is responsible for sales, personal property taxes, and other applicable taxes related to the Work provided under the Contract. CCPS is a tax-exempt governmental organization.

**L. PAYMENTS TO AND REPORTS AND INVOICES FROM THE VENDOR/CONTRACTOR**

Payment(s) shall be made after satisfactory performance of the Work rendered and



accepted under this Contract. The Vendor/Contractor must submit an invoice identified as such, to CCPS for payment of and all charges. Vendors/ Contractors must itemize all charges. Invoices must be itemized and include, at a minimum, the following: the name of the service provider, where the Work was performed/delivered, exact description of the Work performed, the number of labor hours worked, rates charged for Work, as stated in the Contract, specific days and times worked, number of items delivered, unit prices, and etc., the PO number, **RFP number and title [RFP # LMS-2021, “Learning Management System”]**. CCPS is generally exempt from Federal Excise, Maryland Sales, and Use Taxes. Payment terms are net 30 days for each proper invoice. CCPS offers Automated Clearing House (ACH) Vendor/Contractor payments through its Accounting Department. In addition, CCPS has implemented a Virtual Electronic Payables System (VEPS). All Vendors/Contractors doing business with CCPS will be offered the option of accepting electronically transmitted payments to the Vendor/Contractor on or before the payment due date. Prior to award, all inquiries on CCPS ACH or VEPS must be submitted in accordance with section **V, Information for Offerors/Proposers, paragraph (B) Requests for Clarifications**” of this RFP. Subsequent to award, the Vendor/Contractor is encouraged to contact the CCPS Accounts Payable Department (301) 934-7343 for additional information related to CCPS’ payment process.

Reports and invoices shall be submitted to:

**Attn: Ms. Charmaine Thompson, Chief of Instructional Technology  
c/o Charles County Public Schools-Jesse L. Starkey Building  
P.O. Box 2770  
La Plata, MD 20646**

#### **M. TERMINATION**

1. **DEFAULT:** CCPS may, by written notice of default to the Vendor/Contractor, terminate the whole or any part of the contract. If, after notice of termination of this contract under provision of this clause, it is determined for any reason that the Vendor/Contractor was not in default under the provisions of the clause, or that the default was excusable under the provisions of the contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience.

If the Vendor/Contractor is unable to fulfill all obligations in accordance with these terms and conditions, CCPS may acquire the product or service in the open marketplace with any cost increase being the responsibility of the Vendor/Contractor.

2. **CONVENIENCE:** CCPS may terminate the performance of work under any resulting contract in whole or in part when it is determined to be in the best interest of CCPS, for any reason. Any such termination shall be affected by delivery to the Vendor/Contractor of a Notice of Termination specifying the

extent to which performance of the work is terminated and the date upon which such termination becomes effective. All finished or unfinished supplies and services provided by the Vendor/Contractor shall at the option of CCPS, become the property of CCPS. CCPS shall pay the Vendor/Contractor fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination. Upon receipt of a Notice of Termination, the Vendor/Contractor shall submit to the Purchasing Manager his Termination Claim.

3. **NON-APPROPRIATION OF FUNDS:** This Contract is conditioned upon an annual appropriation made by the CCPS Board of Education of Charles County Public Schools (Board) of funds sufficient to pay the compensation due the Vendor/Contractor under this Contract. If such an appropriation is not made in any fiscal year and the CCPS lacks funds from other sources to pay the compensation due under this Contract, the CCPS will be entitled to terminate this Contract at the beginning of or during such fiscal year. In that event, the CCPS will not be obligated to make any payments under this Contract beyond the amount properly appropriated for Contract payments in the immediate prior fiscal year. The CCPS will provide the Vendor/Contractor written notice of termination of this Contract due to the non-appropriation of funds at least fifteen (15) calendar days before the effective date of the termination. However, CCPS' failure to provide such notice will not extend this Contract into a fiscal year in which funds for Contract payments have not been appropriated.

**N. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**

The Charles County public school system does not discriminate based on race, color, religion, national origin, sex, sexual orientation, gender identity, age or disability in its programs, activities, or employment practices. For inquiries, please contact Kathy Kiessling, Title IX/ADA/Section 504 Coordinator (students) or Nikial M. Majors, Title IX/ADA/Section 504 coordinator (employees/ adults), at Charles County Public Schools, Jesse L. Starkey Administration Building, P.O. Box 2770, La Plata, MD 20646; 301-932-6610/301-870-3814. For special accommodations call 301-934-7230 or TDD 1-800-735-2258 two weeks prior to the event.

**O. FEDERAL, STATE AND LOCAL LICENSES AND PERMITS**

The Vendor/Contractor shall comply with all federal, state, and local laws, rules, and regulations on licenses and permits.

**P. TRADE SECRETS OR PROPRIETARY INFORMATION**

It is the Vendor/Contractor's responsibility to identify data or materials submitted that are proprietary in nature and mark it so accordingly.

**Q. OFFEROR/PROPOSER BEARS PROPOSAL COSTS**

The Offeror/Proposer shall be responsible for all costs incurred by it or others acting on its behalf in preparing or submitting a proposal, or otherwise responding to the RFP, or any negotiations incidental to its proposal or the RFP.

**R. MODIFICATIONS/WITHDRAWAL OF PROPOSALS**

An Offeror/Proposer may modify or withdraw a proposal at any time prior to the closing date and time of this RFP. All modifications or withdrawals must be in writing and must be executed by a person with authority to bind the Offeror/Proposer.

**S. PUBLIC INFORMATION NOTICE**

Vendors/Contractors should give specific attention to the identification of those portions of their proposals which they deem to be confidential or to contain proprietary information or trade secrets. Vendors/Contractors should provide justification why such material, upon request, should not be disclosed by CCPS under the Maryland Public Information Act, State Government Article, Title 10, Subtitle 6, of the Annotated Code of Maryland.

**T. DURATION OF PROPOSAL**

Proposals shall be binding for **ninety (90) days following the proposal closing date.** This period may be extended by mutual written agreement between CCPS and the Offeror/Proposer. Anticipation is that notification of the proposal's acceptance will be made according to the dates set within this document. After the issuance of a contract, all prices, and terms and conditions shall remain unchanged throughout the contract period, unless, specifically agreed to otherwise by both CCPS and the Vendor/Contractor.

**U. INDEMNIFICATION**

To the fullest extent permitted by law, the Vendor/Contractor shall indemnify and hold harmless CCPS and its agents, employees, and representatives from and against all claims, damages, losses, penalties, liabilities, fees (including reasonable attorney fees), and expenses resulting from or arising out of any material breach, of the performance of the Work, warranties, and covenants of the Offeror/Proposer contained in the Contract(s) Documents; or from any injuries to persons or property caused by the negligence or alleged negligence of the Vendor/Contractor or its subcontractors, employees, or authorized representatives or in any other manner arising out of the performance of this Contract. This indemnification shall continue in full force and effect until the Vendor/Contractor completes all of the Work required under the Contract(s), except that indemnification shall continue for all claims involving products or completed operations after final acceptance of the Work by this RFP.

**V. RIDER CLAUSE**

The Offeror/Proposer is advised that in addition to the Rider Clause (Attachment IV), the issued Contract(s) may be extended, with the authorization of the Offeror/Proposer, to all State, County, local agencies, colleges and school districts in the State of Maryland, as well as other agencies, not specifically listed herein. The Vendor/Contractor must deal directly with each jurisdiction concerning, issuance of purchase orders, contractual disputes, invoicing, and payment. CCPS assumes no obligation on behalf of any of these organizations. Failure to extend a contract to any listed or unlisted jurisdiction will have no effect on the consideration of your proposal.

**W. MULTIPLE PROPOSALS**

Vendors/Contractors may not submit more than one proposal.

**X. TAX-EXEMPT**

CCPS is exempt from all federal excise and state sales taxes. The proposal price must be net, exclusive of taxes.

**Y. ACCEPTANCE**

Prior to any payment, all Work, delivered or performed under this RFP, is subject to final inspection and acceptance by CCPS.

**Z. WARRANTY**

The successful firm warrants that all Temporary Workers and associated services shall comply with the requirements herein.

**AA. RFP PROTEST**

An Offeror/Proposer may protest an award. The protest shall be filed with the Purchasing Department by submitting a protest in writing to Nelson E. Sample, CPPO, Purchasing Manager, either by mail at P.O. Box 2770, La Plata, Maryland 20646, or in person at 5980 Radio Station Road, 2<sup>nd</sup> Floor, La Plata, Maryland 20646. The protest must be received by the close of business on the seventh (7<sup>th</sup>) business day after the award. Protests shall include the RFP number, the basis of the protest, the relief sought and whether the protester wishes to have a conference with respect to the protest.

**BB. REGISTERED SEX OFFENDERS**

1. In accordance with the State of Maryland's Criminal Procedure Article, Section 11-722, House Bill 642, and Senate Bill 508, Vendors/Contractors

or subcontractors who enter into a contract with a local board of education, may not knowingly employ, assign, or retain an individual to perform Work, deliveries, or visiting Properties, if the individual is a registered sex offender with a conviction of fourth-degree sexual offense and third-degree sexual offense. Offenses committed in another state that would constitute a third-or fourth-degree sexual offense if committed in this state apply. Therefore, in contract awards between CCPS and Vendors/Contractors and their subcontractors at every tier, employing an individual registered sex offender to work at a school is strictly prohibited. This provision applies to all individuals that may be performing Work and/or deliveries on or visiting the Properties for business purposes.

2. The Bill also requires Vendors/Contractors and subcontractors in specific facilities who have direct, unsupervised, and uncontrolled access to children to submit a criminal history records check.
3. It shall be the responsibility of all Vendors/Contractors submitting a bid or offer to CCPS to comply with this provision. If a Vendor/Contractor is found to have violated this provision subsequent to an award by CCPS, the contract may be immediately terminated at CCPS' sole option, and that Vendor/Contractor may be liable to CCPS for all re-procurement costs, including, but not limited to, liquidated damages, and may be debarred from bidding/proposing on future CCPS requirements.
4. **In addition, effective July 1, 2019, Md. Code, Educ., 6-113.2 (concerning child sexual abuse and sexual misconduct prevention) the following shall apply:**

This law applies to entities that contract with a county board of education to provide a service to a school or the students at a school. The law requires that, prior to hiring an individual to work in a public school or with public school students, the contracting entity must request information from the individual and the individual's previous employers using state-mandated forms as to whether the individual has ever been disciplined for allegations of "child sexual abuse" or "sexual misconduct, or "crime of violence" Please contact the CCPS Procurement Manager at (301) 934-7340 for details, or visit the state's web site at <http://www.marylandpublicschools.org/about/Pages/DEE/index.aspx>

#### CC. eMARYLAND MARKETPLACE ADVANTAGE (eMMA)

Maryland State Law requires CCPS to publish notices of procurements and/or procurement awards on eMaryland Marketplace Advantage (eMMA). The requirement extends only to contracts procured through competitive sealed bidding, competitive sealed proposals, non-competitive negotiations and to procurements whose value equals or exceeds that for State contracts that must be published on eMMA. Offerors/Proposers must be must be registered as a Vendor/Contractor with eMMA at <https://procurement.maryland.gov/> to receive solicitation information. If

you require assistance, contact the help desk at [emma.helpdesk@maryland.gov](mailto:emma.helpdesk@maryland.gov) or call (410) 767-1492.

**DD. FORCE MAJEURE**

Except for defaults of subcontractors at any tier, the Vendor/Contractor shall not be liable for any excess costs of failure to perform if the failure to perform this contract arises from causes beyond the control and without the fault or negligence of the Vendor/Contractor. Excusable causes include, but are not limited to, acts of God or of the public enemy and acts of the federal or state government in either their sovereign or contractual capacities. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Vendor/Contractor and the subcontractor, and without the fault of negligence of either, the Vendor/Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted goods or services were obtainable from other sources in sufficient time for the Vendor/Contractor to meet the required time(s) for performance.

**X. INSURANCE REQUIREMENTS**

**1. General Insurance Requirements**

**1.1** The Vendor/Contractor shall not commence Work purchased by CCPS under this Contract until the Vendor/Contractor has obtained at the Vendor/Contractor's own expense all of the insurance as required hereunder and such insurance has been approved by the CCPS; nor shall the Vendor/Contractor allow any subcontractor to commence Work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Vendor/Contractor. Approval of insurance required of the Vendor/Contractor will be granted only after submission to the CCPS Purchasing Department of original certificates of insurance signed by authorized representatives of the insurers or, at the Purchasing Department's request, certified copies of the required insurance policies.

**1.2** Insurance as required, hereunder, shall be in force throughout the term of the Contract and, in accordance with 2.1.1 iii, for two (2) years after final payment by CCPS. Original certificates signed by authorized representatives of the insurers or, at CCPS' request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Purchasing Department throughout the term of the Contract and for two (2) years after final payment by CCPS under this contract.

**1.3** The Vendor/Contractor shall require all subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employers liability insurance to the same extent required of the Vendor/Contractor in 2.1.1, 2.1.2, and 2.1.3, unless any such requirement is expressly waived or amended by CCPS in writing. If any Subcontractor is storing, transporting, and/or delivering the products or materials purchased by CCPS under this Contract, the Vendor/Contractor shall require such

Subcontractor(s) to maintain during the term of the Contract transportation (cargo) insurance and employee dishonesty insurance to the same extent required of the Vendor/Contractor in 3.1 and 3.2. The Vendor/Contractor shall furnish copies of subcontractors' certificates of insurance to CCPS immediately upon request.

**1.4** All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation or non-renewal until forty-five (45) days prior written notice has been given to CCPS.

**1.5** No acceptance and/or approval of any insurance by CCPS shall be construed as relieving or excusing the Vendor/Contractor from any liability or obligation imposed upon the Vendor/Contractor by the provisions of this Contract.

**1.6** If the Vendor/Contractor does not meet the insurance requirements of this Contract, the Vendor/Contractor shall forward a written request to CCPS for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If CCPS denies the request, the Vendor/Contractor must comply with the insurance requirements as specified in this Contract.

**1.7** All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to CCPS. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless CCPS grants specific approval for an exception. CCPS hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.

**1.8** Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Vendor/Contractor and are subject to CCPS' written approval. Any deductible or retention amounts elected by the Vendor/Contractor or imposed by the Vendor/Contractor's insurer(s) shall be the sole responsibility of the Vendor/Contractor.

**1.9** Any and all return premiums and/or dividends for insurance or coverage directly charged to CCPS by the Vendor in connection with this Contract shall belong to and be payable to CCPS.

**1.10** If CCPS is damaged by the failure or neglect of the Vendor/Contractor or subcontractors to purchase and maintain insurance as described and required herein, without so notifying CCPS, then the Vendor/Contractor shall bear all reasonable costs properly attributable thereto.

## **2. Vendor/Contractor's Liability Insurance (Occurrence Basis)**

**2.1** The Vendor/Contractor shall purchase and maintain the following insurance coverages on an occurrence basis at not less than the limits specified below or required by law, whichever is greater:

**2.1.1** Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

- \$ 1,000,000 each occurrence;
- \$ 1,000,000 personal and advertising injury;
- \$ 2,000,000 general aggregate; and
- \$ 2,000,000 products/completed operations aggregate.

This insurance shall include coverage for all the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Liability arising from products and completed operations with such coverage to be maintained for two (2) years after final payment by CCPS under this Contract; and
- iv. Contractual liability, including protection for the Vendor/Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract.

**2.1.2** - Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident; or

The required level of financial responsibility (insurance or other acceptable security) for for-hire, interstate passenger transportation is determined by the highest seating capacity of your vehicles. Vehicles with a seating capacity of 15 or fewer passengers, including the driver, require \$1,500,000 million of coverage, and \$5,000,000 is required for vehicles with a seating capacity of 16 or more passengers, including the driver per the USDOT-Federal Motor Carriers Safety Administration (applies to coach buses only).

All auto liability insurances or their equivalents are per accident and must include coverage for all the following:

- i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos only); and
- ii. Automobile contractual liability.

**2.1.3** If the Vendor/Contractor has any employees, workers compensation insurance or its equivalent with statutory benefits, as required by any state or Federal law, including standard "other states" coverage; employers' liability insurance or its equivalent with minimum limits of:

- \$ 500,000 each accident for bodily injury by accident;
- \$ 500,000 each employee for bodily injury by disease; and
- \$ 500,000 policy limit for bodily injury by disease.

**2.1.4** If the Vendor is an individual or sole proprietor operating without workers compensation coverage, personal health insurance or its equivalent.



**2.1.5** Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$ 1,000,000 per occurrence;  
\$ 1,000,000 aggregate for other than products/completed operations and auto liability; and

\$ 1,000,000 products/services aggregate and including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employers' liability.

**2.1.6** CCPS shall be named as additional insured on the Vendor/Contractor's commercial general liability insurance and umbrella excess or excess liability insurance policies, if any, with respect to liability caused in whole or in part by the Vendor/Contractor's acts or omissions or the acts or omission of those acting on the Vendor/Contractor's behalf.

The Vendor's/Contractor's commercial general liability insurance and the umbrella excess liability or excess liability policies, if required herein, must include the following manuscript additional insured language:

**"This policy is amended to include as insured Board, but only for liability arising out of "your product" or "your service" for the Board by or for you." (enter specific identifying information such as project name, CCPS' contract number and/or date of contract)".**

**Special Note: ISO forms CG 2009 and CG 2010 entitled "Additional Insured - Owners, Lessees or Contractors – Scheduled Person or Organization" (previously Forms A and B respectively) are NOT ACCEPTABLE.**

**2.1.7** Insurance or self-insurance provided to CCPS and its elected and appointed officials, officers, employees and authorized volunteers, as specified herein, shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board shall be excess of and non-contributory with insurance of self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.

**2.1.8** Insurance or self-insurance provided to CCPS, its elected and appointed officials, officers, employees and authorized volunteers under any Vendor's liability insurance or self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusions shall be deleted from Vendor/Contractor's liability insurance policies required herein).

**2.2** If any liability insurance purchased by the Vendor has been issued on a

“claims made” basis, the Vendor/Contractor must comply with the following additional conditions:

- i. The Vendor/Contractor shall agree to provide certificates of insurance evidencing the above coverages for a period of **two (2)** years after final payment by the Board under this Contract. Such certificates shall evidence a retroactive date no later than the inception date of this Contract; or
- ii. The Vendor/Contractor shall purchase an extended (**minimum two (2) years**) reporting period endorsement for each such "claims made" policy in force as of the expiration or termination date of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the inception date of this Contract.

### **3. Vendor's Property Insurance**

**Note:** The following is **not** required, if ownership of the property transfers to CCPS when products or materials are delivered to CCPS or are otherwise placed in the CCPS’ care, custody or control.

**3.1** The Vendor/Contractor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by CCPS under this Contract shall purchase and maintain transportation (cargo) insurance on incoming goods in its care, custody or control, while such property is being loaded, is in transit, is being unloaded and until such time property is set at its final destination. Such insurance shall value incoming goods in transit at the amount of the selling invoice plus prepaid or advanced freight charges. Property not under invoice shall be valued at the cost to repair or replace the lost or damaged incoming goods. Such insurance shall be written at per conveyance and per occurrence limits equal to or more than the total selling price value of the largest shipment of incoming goods purchased under this Contract or at other limits acceptable to CCPS.

**3.2** The Vendor/Contractor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by CCPS under this Contract shall purchase and maintain blanket employee dishonesty insurance, which shall pay for loss of the products or materials purchased by CCPS under this Contract when caused by the dishonest acts of the Vendor/Contractor’s (or Subcontractor's) employees, at a limit equal to or in excess of the total selling price value of the largest shipment of incoming goods purchased under this Contract or at another limit acceptable to the Board.

**3.3** The Vendor/Contractor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Board under this Contract shall be responsible for payment of any deductibles applicable under this transportation insurance, employee dishonesty insurance or other property insurance applicable to the incoming goods.

**4. Waiver of Subrogation**

To the fullest extent permitted by law, the Vendor/Contractor, and its invitees, employees, officials, volunteers, agents, and representatives waive any right of recovery against the Board of Education of Charles County for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the supply, delivery, or installation of any Work provided by Vendor/Contractor under this Contract. Vendor/Contractor specifically waives any right of recovery against CCPS for personal injury (and any resulting loss of income) suffered while working on behalf of CCPS as an independent Vendor/Contractor. Such waiver shall apply regardless of the cause of origin of the injury, loss, or damage, including the negligence of CCPS. The Vendor/Contractor shall advise its insurers of the foregoing.

**5. Acknowledgment of Vendor/Contractor's Independent Contractor Status and No Coverage for Vendor/Contractor under Board's Workers Compensation Coverage**

Vendor/Contractor hereby acknowledges its status as an independent Vendor/Contractor while supplying, delivering or installing Work on behalf of the CCPS and that the CCPS' workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Vendor/Contractor or its employees during the Vendor/Contractor's provision of Work to CCPS.

**6. Damage to Property of the Vendor/Contractor and its Invitees**

To the fullest extent permitted by law, the Vendor/Contractor shall be solely responsible for any loss or damage to property of the Vendor/Contractor or its invitees, employees, officials, volunteers, agents, and representatives while such property is on, at or adjacent to the premises of CCPS property, occupied or controlled by the CCPS.

**ATTACHMENT I**  
**PROPOSAL SUBMISSION FORM**  
**SIGNATURE PAGE**

I/we understand that Charles County Public Schools reserves the right to reject any or all proposals and to award to other than the low Offeror/Proposer, if deemed in the best interest of CCPS.

I/we certify that this proposal is made without any previous understanding, agreement, or connection with any person, firm or corporation submitting a proposal for the same services and is in all respects, fair and without any collusion or fraud.

I/we certify that our company, its officers, directors, partners, or any employees have not been convicted of bribery, attempted bribery, or conspiracy to bribe; and is not presently debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by Federal, States or Local Governments.

In addition, that no member of the Charles County Board of Education, Administrative or Supervisory personnel or other employees of CCPS has any interest in the proposing company except as follows:

\_\_\_\_\_

Are there any deviations to this RFP? No  Yes  if yes, please list all deviations on a separate sheet of paper and attach to this page.

Name of Firm/Company: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: (\_\_\_\_\_) \_\_\_\_\_

Mobile No.: (\_\_\_\_\_) \_\_\_\_\_

Fax No.: (\_\_\_\_\_) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name and Title (Print): \_\_\_\_\_

Date: \_\_\_\_\_

DUNS #: \_\_\_\_\_

**Minority Business Status, please check all that apply:**

- Certified MBE/DBE # \_\_\_\_\_
- Certified Woman Owned # \_\_\_\_\_
- Minority Owned Business – Not Certified
- Woman Owned – Not Certified

**ATTACHMENT II**  
**BUSINESS RELATIONSHIP AFFIDAVIT**

*OFFEROR/PROPOSER MUST SIGN THIS DOCUMENT AND RETURN TO CCPS IN THE SAME SEALED ENVELOPE CONTAINING THE RFP FORM AND OTHER PERTINENT RFP INFORMATION.*

I HEREBY CERTIFY THAT I am (Title) \_\_\_\_\_

and the duly authorized representative of the firm \_\_\_\_\_

whose address is \_\_\_\_\_

and that I possess the legal authority to make these testimonies on behalf of myself and the company/firm for which I am acting.

**NON-COLLUSION CERTIFICATION**

Neither I, nor to the best of my knowledge, information and belief, the above firm nor any of its other representatives I represent have agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the RFP or offer being submitted herewith; not in any manner, directly, or indirectly, entered into any agreement, participated in any collusion to fix the RFP price, or price proposal of the RFP, or offer or herein, or any competitor, or otherwise taken any action in restraint of free competitive RFP in connection with the Contract for which proposal or offer is submitted.

**ANTI-BRIBERY AFFIDAVIT**

Neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State of any county, bi-county, of multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1977 which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government.

**REGISTERED SEX OFFENDERS HB 642/ SB 508 – CHILDREN- CHILD CARE FACILITIES, PUBLIC SCHOOLS, AND NONPUBLIC SCHOOLS- CONTRACTORS AND SUBCONTRACTORS**

Neither I, nor to the best of my knowledge, the above firm, nor any of its other officers, directors, or partners, or any of its employees directly involved in obtaining contract with the State or any county, bi-county, of multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of fourth- degree sexual offense or third degree sexual offense. Refer to the Terms and Conditions of the solicitation for more details.

**CIVIL RIGHTS COMPLIANCE**

We fully comply with Title VI of the Civil Rights Act of 1964 (PL88-352).

In signing this document, I represent that I have personal knowledge of all the matters and facts herein stated, and do solemnly declare and affirm under the penalties of perjury that the contents of this document are true and correct.

**NON-DISCRIMINATION**

I/we affirm that our company/organization does not discriminate with regard to the Code of Laws of the United States of America as it relates to discrimination and the Maryland Code, State Government § 20-601 in employment practices by so stating in the response to the solicitation.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Printed or Typed Name and Title*

**ATTACHMENT III**  
**SUB-CONTRACTOR INFORMATION FORM**

*You must complete and return this form with your proposal. Make additional copies of this page, if necessary.*

**1.**

**Type of Work/Trade:** \_\_\_\_\_

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

CCPS, State & Zip: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Mobile: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

**2.**

**Type of Work/Trade:** \_\_\_\_\_

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

CCPS, State & Zip: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Mobile: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

**3.**

**Type of Work/Trade:** \_\_\_\_\_

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

CCPS, State & Zip: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Mobile: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

**ATTACHMENT IV**  
**Metropolitan Washington Council of Governments**  
**Rider Clause**

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the RFP/proposal, resultant contract(s) will be extended to any or all of the listed members as designated by the RFP/proposal to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful Vendor/Contractor. There shall be no obligation on the part of any participating member to utilize the Contract(s).
- C. A negative reply will not adversely affect consideration of your Proposal.
- D. It is the awarded Vendor/Contract's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

OFFEROR/PROPOSER'S AUTHORIZATION TO EXTEND CONTRACT:

YES NO JURISDICTION

- Alexandria, Virginia
- Alexandria Public Schools
- Alexandria Sanitation Authority
- Arlington County, Virginia
- Arlington County Public Schools
- Bladensburg, Maryland
- Bowie, Maryland
- Charles County Public Schools
- College Park, Maryland
- Culpeper County, Virginia
- District of Columbia
- District of Columbia Courts
- District of Columbia Public Schools
- District of Columbia Water & Sewer Auth.
- Fairfax, Virginia
- Fairfax County, Virginia
- Fairfax County Water Authority
- Falls Church, Virginia
- Fauquier County Schools & Government, Virginia
- Frederick, Maryland
- Frederick County, Maryland
- Gaithersburg, Maryland
- Greenbelt, Maryland
- Herndon, Virginia
- Leesburg, Virginia
- Loudoun County, Virginia
- Loudoun County Public Schools
- Loudoun County Sanitation Authority
- Maryland Department of Transportation

YES NO JURISDICTION

- CCPS of Manassas Public Schools
- Manassas Park, Virginia
- Maryland-National Capital Park & Planning Comm.
- Metropolitan Washington Airports Authority
- Metropolitan Washington Council of Governments
- Montgomery College
- Montgomery County, Maryland
- Montgomery County Public Schools
- Northern Virginia Community College
- OmniRide
- Prince George's County, Maryland
- Prince George's Public Schools
- Prince William County, Virginia
- Prince William County Public Schools
- Prince William County Service Authority
- Rockville, Maryland
- Spotsylvania County Schools
- Stafford County, Virginia
- Takoma Park, Maryland
- Upper Occoquan Sewage Authority
- Vienna, Virginia
- Virginia Railway Express
- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission
- Winchester, Virginia
- Winchester Public Schools
- Manassas, Virginia
- Potomac & Rappahannock Trans. Commission

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Company or Firm

\_\_\_\_\_  
Date

**ATTACHMENT V**  
**W-9**

Form <b>W-9</b> (Rev. December 2014) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer                  Identification Number and Certification</b>	Give Form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.)	Requestor's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the Instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>																				
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**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.