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BID/RFP ADDENDUM

Date: 6/5/2025

Addendum No. 4

BID/RFP No. ITN-24-026-YG BID/RFP TITLE: Customizable Cloud-Based Asynchronous PL Platform

This addendum modifies the conditions of the above-referenced BID/RFP as follows:

Please see the attached answers to the questions received and revised ITN Section 4.4, Section 5, and Exhibit 9.

Please see the attached Data Sharing Agreement.

All other terms and conditions of the ITN will remain the same.

All information, specifications terms, and conditions for the above-referenced BID/RFP, are included on the document posted on the Procurement Management website at <http://procurement.dadeschools.net>

The attached pages containing clarifications, additional information and requirements constitute an integral part of the referenced bid. If your bid/proposal has not been submitted, substitute the pages marked REVISED and submit your entire bid/proposal package.

I acknowledge receipt of Addendum Number _____

PLEASE NOTE: If your firm has forwarded a copy of this bid/proposal to another vendor, it is your responsibility to forward him/her a copy of this addendum.

(PLEASE TYPE OR PRINT BELOW)

LEGAL NAME OF BIDDER: _____

MAILING ADDRESS: _____

CITY, STATE ZIP CODE: _____

TELEPHONE NUMBER: _____ E-MAIL _____ FAX # _____

BY: SIGNATURE (Manual): _____
 OF AUTHORIZED REPRESENTATIVE

NAME (Typed): _____ TITLE: _____
 OF AUTHORIZED REPRESENTATIVE

Invitation to Negotiate (ITN)

ITN-24-026-YG

Customizable Cloud-Based Asynchronous Professional Learning Platform

ADDENDUM NO. 4

QUESTIONS AND ANSWERS:

Q1: I am writing with a question regarding the recent RFP for Customizable Cloud-Based LP. Most of the RFP refers to the build out of a new tool. Would the district be open to a response to the RFP for an existing platform that meets the needs stated in the RFP?

A1: The District is primarily interested in purchasing a customizable platform that it can own long-term and that integrates with the existing platforms specified in the ITN, as well as with the current Professional Learning Management system through Frontline. If an existing solution can meet all the specified requirements in the ITN and the District is not required to pay recurring license fees, then the District may consider an existing platform that meets the ITN requirements.

Q2: Online Training Option: Is there any flexibility for offering a self-paced online training option?

A2: The intent is that the platform provide professional learning that is asynchronous and self-paced.

Q3: Annual estimated number of students: What is the estimated number of learners expected to participate in this training annually?

A3: The platform is not intended for student use, but rather for district employees at no cost and for any outside individuals who wish to take professional learning courses for a fee. The number of learners could vary annually, but based on the current number of users in professional learning within the district and outside the district, it is estimated to range between 30,000 and 40,000.

Q4: Clarification Request – Section I & II (Submission Format):

Could the District please confirm whether the forms should be filled out electronically or printed and completed by hand in ink? Section II.C indicates electronic submission only, while Section II.B.1 references the use of ink and prohibition of pencil, which appears inconsistent with digital submission.

A4: Pursuant to ITN Section 6.1 – Submittal Instructions, “The entire proposal packet must be submitted electronically via the e-bidding platform DemandStar”. Forms may be completed either electronically or by hand in ink. If completed by hand, the forms must be scanned and submitted electronically as part of the proposal package. The reference in Section II.B.1 to using ink (and not pencil) applies to any forms completed manually before scanning.

Q5: Clarification Request – Question 17 (FERPA/HIPAA Compliance):

Could the District please clarify whether proposers are required to provide a signed HIPAA Business Associate Agreement and/or a FERPA Data Sharing or Use Agreement as part of the proposal submission? If so, will the district provide standard templates for these agreements, or should proposers include their own?

A5: A HIPAA Business Associate Agreement will not be required. The Data Sharing Agreement utilized will be the District's template, which is attached to this addendum.

Q6: Clarification Request – Certified Firm Information Section:

Could the District clarify what specific certification(s) are being requested for both proposers and subcontractors/subconsultants in this section? We would also appreciate guidance on which certifying entity or entities are recognized for this solicitation

A6: ITN-24-026-YG is an open market solicitation with no participation goals. While the District strongly encourages partnerships with certified local small business vendors, including subcontractor and subconsultant opportunities, there is no mandatory requirement for certification participation under this solicitation.

Q7: Clarification Request – Questions 19, 20, 21, 25, 26 (Platform Type and Product Requirements):

Could the District clarify whether it is seeking a new custom-developed LMS platform or an existing solution? We've noticed that some questions reference aspects of existing products, and this distinction will help us provide a more accurate response to the questions regarding maintenance, updates, and data integration.

A7: Please refer to the answer for Question (Q1) in this addendum.

Q8: Clarification Request – Question 40 (Transition Plan and Contract Duration):

Could the District clarify the relationship between the transition plan requested in Question 40 and the contract duration mentioned in Section 3.2? Specifically, the contract outlines a five-year term, but the transition plan seems to be focused on managing year two and beyond. This distinction will help us understand the expectations for long-term management and the transition process.

A8: The transition plan requested in Question 40 is focused on ensuring that the District's team can successfully manage the system independently starting from year two and beyond. The contract duration mentioned in Section 3.2 outlines an initial three-year term with two additional one-year options to renew, making it potentially a five-year term. This period represents the total duration under which the proposer would be contracted, covering all phases from implementation to maintenance and support. Maintenance and Support of the Platform beyond the 5 years will be addressed with the selected Proposer and procured in accordance with the District's procurement policies and procedures.

Q9: Clarification Request – Question 41 (Platform List for Integration):

Could the District provide a list of the platforms that the proposed solution should integrate with? This will help us better understand the integration requirements.

A9: Please refer to ITN, Section 4.3 – Required Services, second paragraph: *"In terms of technology specifications, the Platform must be cloud-based with 24/7 accessibility and a mobile-friendly design. It should have integration capabilities with existing systems such as Google Meet, Microsoft Teams, and Zoom, particularly SAP SuccessFactors, and include robust data security measures to protect user information."* Additionally, the proposed solution should integrate with the current professional learning management system: Frontline.

Q10: Clarification Request – Question 4 (Bandwidth and Scalability):

Could the District please specify the number of Mbps available at each school location? This information will help us provide a more accurate response regarding scalability and bandwidth utilization.

A10: Not applicable to this ITN.

Q11: Content Delivery

Regarding "Educational videos", could you please clarify whether the District expects:

- a. "Off-the-shelf" educational modules to be included with the LMS?
- b. Custom-developed modules created specifically for the District (developed either by our team or the District)?
- c. Or a combination of both approaches?

A11: Both

Q12: Storyboard

In the section referencing Storyboard functionality, could you clarify your intended use of the term "Storyboard"?

In our experience, a "storyboard" typically refers to a content development tool for mapping learning modules. Are you seeking a feature for administrators to visualize course flow and user experience stages (such as a course builder or learner journey mapping tool), or are you referring to something different?

A12: By "Storyboard," we are referring to a visual representation of how the application looks or will look (in the case of a custom app) and the process flow for the application. This includes visualizing the user interface and mapping out the user experience stages, from browsing for a course, registering, potentially paying a fee (if outside of the district), course completion, obtaining a certificate of completion, and reporting of credit hours.

Q13: Section 3 elaborates on Local certified vendor participation, BUT there is no mandatory participation or involvement requirement. Both Miami Dade County Mayor Cava, and Miami Mayor Francis Suarez emphasize local SBE participation as well promote hi-tech industry growth with in Miami Dade county. I understand the goal setting committee did not mandate local certified SBE involvement, however, i request that local certified SBE/MBE participation is included in the proposal.

A13: No question posed. This is a recommendation that is not being taken into consideration.

Q14: What is allocated budget for this ITN?

A14: The allocated budget for this ITN is \$500,000

Q15: There are several commercial off the shelf LMS programs available in the market. Does the school board have any LMS templates as a model to follow?

A15: The Learning Management System (LMS) the district currently uses is Schoology and the Professional Learning Management System (PLMS) is Frontline. The district is not currently looking to replace any of these. The district is looking for a self-paced, asynchronous professional learning platform experience.

Q16: How often do you expect to add new courses to the LMS platform?

A16: Yearly, there may be a need, especially at the beginning.

Q17: We conceptualized, developed, deployed and manage similar LMS platform for our in house use. However, we did not sell to other companies. Therefore, I can not provide three references BUT can demo the system as per the ITN. Please advise.

A17: Pursuant to ITN, Section 5 – Minimum Qualification Requirements, proposers are required to submit: “Three (3) client reference letters from organizations comparable in complexity and/or size to M-DCPS, preferably. This must be documented on Exhibit 6, Proposer Experience Form, whereby each Proposer uses one form per reference.”

Q18: Who is your incumbent provider for this platform?

A18: There is no incumbent provider. This Platform will be a new system for the District

Q19: What was the purchase order number/contract number of the current service provider?

A19: Please refer to the answer for Question 18 in this addendum.

Q20: What was the dollar amount and user limit/timeline/scope of work for the current service provider?

A20: Please refer to the answer for Question 18 in this addendum.

Q21: Do you have any option years remaining on your existing contract?

A21: Please refer to the answer for Question 18 in this addendum.

Q22: Should the training be delivered in-person, online, or as a hybrid model?

A22: Training may be delivered in a hybrid model.

Q23: If we are not selected. Who will we contact (name, email, phone) to debrief on our bid? When to contact?

A23: Please refer to ITN Page 1 under “Purchasing Agent”. You may contact the Purchasing Agent after Board approval of the ITN.

Q24: If we are not selected. Who will we contact (name, email, phone) to receive the written scoring/evaluation of our bid? When to contact?

A24: Proposers should submit a public records request to the Citizen Information Center at pr@dadeschools.net.

Q25: Page 15: Section 4.3 - Required Services. “the District intends to take ownership of the Platform to manage content and user registration” Please clarify whether this indicates the District’s desire to fully own and operate the resulting product. Or is the intention that the provider (Proposer) owns the platform outright?

A25: Per ITN, Section 4.3 – Required Services, first paragraph: “Once developed and implemented, the District intends to take ownership of the Platform to manage content and user registration. Proposer shall provide a detailed pricing structure for the District that includes setup costs, maintenance, and support costs.”

The District will manage the application in terms of adding and editing content and handling user registration. The District will own the content. However, the selected proposer will retain ownership of the platform and be responsible for maintaining the code base.

Q26: Will the District accept a proposal from a sole provider or partnership?

A26: The District will accept proposals from proposers that meet the ITN’s Minimum Qualification Requirements as shown in Section 5, pages 23 to 24.

Q27: Is the intent to resell the content within the district? Outside the district or state?

- A27: The intent is not to resell the content in any capacity. The intent is for the content to be used by district employees and outside individuals who want to register for professional learning modules.
- Q28: Who are the ‘customers’ for the purchasing requirements? What would they be purchasing?**
- A28: The customer would be educators outside the district that are paying for professional learning modules offered in the platform.
- Q29: 4.3 Required services: integration capabilities with existing systems such as Google Meet, Microsoft Teams, and Zoom, particularly SAP SuccessFactors, and include robust data security measures to protect user information.**
- a. What is the end-to-end workflow that the district would like to accomplish with these integrations and technical components?
 - b. What type of integration with online meeting platforms is needed?
 - c. What would the user(s) be able to do within the platform related to the online meeting platforms?
- A29: a. The Platform should be able to connect with systems like SAP Success Factors using an API in order send information regarding course completion.
- b. The application should have the ability to generate meetings via Zoom, Teams, and/or Google Meet connector/plugin.
- c. If there is a need to meet with a class or conduct a meeting, the platform should allow for a link to the meeting platforms.
- Q30: Page 16, Section 4.3.1.1 - Core Criteria for All Systems: For #3, “Provide details demonstrating level of alignment to:”**
- a. What type and extent of integration is required with each of the listed systems?
 - b. Which, if any, are “lynch pin” systems that are must-have’s
- A30: Please refer to the answers provided under Question 29 (Q29) in this addendum.
- Q31: Page 16: Which State of Florida and District certification systems are required for integration?**
- A31: The platform must have the ability to track and award credit hours and report them for state reporting purposes through the district’s legacy Staff Development Record System (SDES).
- Q32: How many educators and administrators are expected to be using this platform? Are there any specific performance or load requirements?**
- A32: The number will vary. The District’s workforce would have access to browse, register, and complete courses on the platform. Currently, the workforce is about 30,000 employees, plus any access that outside individuals may have to register for courses on the platform.
- Q33: Page 15: Section 4.3.1. - Platform Technical Requirements, #1 Content Delivery: Submission of assignments in multiple formats**
- a. Does “submission of assignments” include a feedback loop of some sort?
 - b. Are rubrics required?
- A33: a. For asynchronous facilitated courses where an instructor would need to provide feedback, we would like a functionality where an instructor can deny an assignment, provide written commentary feedback, and then resubmit the assignment. This would not apply to all courses – only those that are required to have a facilitation component.

b. Rubrics are not required.

Q34: Page 15: Section 4.3.1 - Platform Technical Requirements

The ITN mentions "AI-powered personalized learning paths and feedback." Could you provide more specific requirements or expectations for these AI features?

A34: The Proposer shall explain in their response the Platform's AI capabilities.

Q35: Please describe the purpose of a learning path.

A35: A learning path allows participants to complete a series of course modules to obtain a credential. Participants register for a path that includes these modules, and as each module is completed, the next one would populate in the user's dashboard.

Q36: What is the expected timeline for the implementation and rollout of the platform after contract award in August 2025?

A36: The anticipated timeline is as follows: soft rollout by 2025-2026 and full implementation and rollout by 2026-2027.

Q37: Page 20, Panel 5: Interactive Components. Please clarify whether the short-answer responses are human scored or computer scored.

A37: Ideally, both. But if computer scored, they should be AI generated.

Q38: Should the platform support the District to sell individual courses or simply full access to the platform? Or a combination of the two models?

A38: A combination of two models.

Q39: Does the District already have existing content that would need to be migrated to this new platform? If yes, what is the volume and format of this content?

A39: The district currently has 40 modules of content created that can be provided to the awarded Proposer to upload into the platform. Currently, the format is in Microsoft Power Point, PDFs and/or video files.

Q40: Page 19, General Infrastructure Network: Can you tell us more about the requirement of the VMware environment?

A40: Per ITN Section 4.3 – Required Services, "In terms of technology specifications, the Platform must be cloud-based with 24/7 accessibility and a mobile-friendly design". Therefore, question 39 on page 19 of the ITN is applicable to proposers that are Application Service Providers (ASP), whose solution will run in a cloud environment. All other proposers should answer "N/A".

Q41: Are there any budget limitations or expectations for this project?

A41: Please refer to the answer for Question 14 (Q14) in this addendum.

Q42: Could you provide more detail on the specific customization requirements for the platform? Are you looking for a newly developed and custom platform, or can it be a current application, albeit with enhancements (if needed)?

A42: Please refer to the answer for Question 1 (Q1) in this addendum.

Q43: Are there any specific integrations with existing systems that are essential, either district or third-party?

A43: Please refer to the answer for Question 9 (Q9) in this addendum.

Q44: Can you provide examples of the types of professional learning content that will be hosted on the platform? Is the expectation that the platform also supports authoring the various content types including interactives?

A44: The Platform will host professional learning content in areas, pedagogy, leadership development. The district will provide the content, but the platform should have the capability to support interactive modules.

Q45: What is the desired timeline for platform implementation?

A45: Please refer to the answer for Question 36 (Q36) in this addendum.

Q46: In Section 4.3 Required Services, there is a statement: "Once developed and implemented, the District intends to take ownership of the Platform to manage content and user registration."

Could you please clarify the extent of "ownership"? Specifically, is the District seeking administrative privileges to manage user registration and content, or are they requesting a broader transfer of ownership or operational control?

A46: Please refer to the answer for Question 25 (Q25) in this addendum.

Q47: In Section 4.3 Required Services, there is a statement "Platform should also offer a Storyboard which would involve visualizing the various stages of the user experience, course structure, and backend functionalities."

Could you please provide additional detail regarding this requirement? We would appreciate clarification on what is meant by visualizing "backend functionalities,"?

A47: Please refer to the answer provided under Question 12 (Q12) in this addendum. Additionally, with regard to the backend functionalities, we are referring to adding/removing users, adding content or video, award of credit, and the ability to make configuration changes to the platform if necessary. Management of the server infrastructure would be managed by proposer.

Q48: On page 17, in the Security section, question 14 asks "Does your product accommodate multiple levels of authorizations for parents?"

We would like to confirm whether this requirement is applicable. Our understanding is that this RFP is focused solely on educators, not students or parents. Could you please verify?

A48: This ITN is not intended for students or parents. Solely for educators and administrators.

Q49: To what extent must the software be fully developed at the time of proposal submission?

A49: Proposer's software shall be developed to the extent that it allows the proposer to comply with ITN Section 5 – Minimum Qualification Requirements, letter g.

Additionally, ITN Section 4.4, ITN Section 5, letter g., and Exhibit 9, letter g., has been revised to allow proposers, in lieu of including a software demonstration video or tutorial with the proposal response, to provide a storyboard with an implementation timeline.

Please refer to the revised ITN Section 4.4, Section 5, and Exhibit 9 attached to this addendum.

- Q50: As part of the RFP submission, can the software demo video illustrate a prototype or example of the expected final product, even if the full build-out is not yet complete?**
- A51: Yes, that would be acceptable.
- Q52: Is the district ultimately seeking full ownership of the application — including the backend infrastructure, cloud environment, servers, APIs, and all associated components — or a license to access and use the software?**
- A52: Please refer to the answer for Question 25 (Q25) in this addendum.
- Q53: Has the district considered how platform usage costs will be managed as external users at-scale access the services? Specifically, will the district cover these costs, or does the district foresee scenario in which some costs may be passed to external users?**
- A53: Some of the cost may pass to external users, depending on the scale of users and budget availability at that time.
- Q54: We would like to know if you are open to developing the custom learning management platform or if you prefer the ready product in the market to fulfill the requirements that can be customized.**
- A54: Please refer to the answer for Question 1 (Q1) in this addendum.
- Q55: We understand that the support for delivering the content in various formats like eLearning modules, videos, PDFs, quizzes, assessment is needed. However, developing the content is not part of current RFP. Please confirm.**
- A55: The content will be developed by district staff.
- Q56: Please let us know what type of standard is to be supported for eLearning modules like SCORM, xAPI.**
- A56: Proposer shall indicate in their proposal response the standard that is being proposed for the Platform.
- Q57: Please let us know if the learning platform needs to support localization.**
- A57: As the intent of the question is not fully clear, we are unable to provide a definitive response.
- Q58: Please let us know if you have any preference for the technology stack for the learning platform.**
- A58: No.
- Q59: The RFP document mentions that the platform will be used across 600 locations. Please let us know if there are any performance benchmarks that you want us to test for the platform. (e.g. max concurrent users)**
- A59: Proposer to provide benchmarking for solution using 500 concurrent connections.
- Q60: What level of personalization is expected? (E.g., adaptive learning paths, predictive course recommendations)**
- A60: For this platform, we are looking for learning paths that could require completion of a series of required courses. Additionally, we would like predictive course recommendations based on the educator's position and/or need.
- Q61: What formats should be supported for assignment submissions (e.g., PDF, video, images)?**

A61: PDF documents, text boxes embedded in course module on platform, quizzes as part of platform, video, picture images.

Q62: Should assessment support timed tests, randomization, or question banks, scoring? Please list all that apply.

A62: All the above listed in the question would apply.

Q63: Do you have any preference for the Payment Gateway to be integrated into the platform?

A63: The District currently uses Edlio online payments platforms.

Q64: Please let us know if the Payment Gateway needs to work outside the USA. If yes, please share the list of countries.

A64: Within the USA.

Q65: Are there any requirements for refunds, invoices, or bulk purchases?

A65: Refund functionality is necessary. We do not require invoicing, but bulk purchases may be necessary for bundled course (series of modules) that are priced differently than single courses.

Q66: Should the platform support discounts, coupons, or promo codes?

A66: We are not looking for this functionality specifically, but if the capability is there, it would be a benefit.

Q67: What data fields must be tracked for in-service credit (e.g., hours, course IDs)?

A67: Course Title, Course ID, Component Number, User ID, Hours Completed, Date of Completion.

Q68: What is the expected format and branding for completion certificates?

A68: Personalized, Downloadable PDF certificate for the user with District and Platform Logo.

Q69: Can you provide technical details for the integration with Florida State and District certification systems?

A69: Please refer to the answer for Question 31 (Q31) in this addendum.

Q70: What specific KPIs or metrics are required in admin dashboards?

A70: How many people visit the platform, create an account for access, register for the course, analytics for the course, completion rates, courses that are most popular,

Q71: Should reports be exportable (CSV, Excel, PDF)?

A71: All formats.

Q72: Are real-time analytics needed, or is periodic reporting sufficient?

A72: Yes, real-time analytics are needed. The District desires to access data at any time. A nightly reporting option/feed would be preferred.

Q73: Should SSO support both SAML 2.0 and OAuth2 standards?

A73: SAML 2.0 or Apple ID and Google ID authentication.

- Q74: Should external users (non-district) have separate login options (email/password, social login)?**
- A74: Yes. District users should have the ability to log in through single sign on via Azure SSO
- Q75: Will Multi-Factor Authentication (MFA) be required for district users?**
- A75: Yes.
- Q76: Should APIs be made available for external systems (e.g., for reporting, user data)?**
- A76: Yes.
- Q77: Will M-DCPS require webhooks for real-time updates or event notifications?**
- A77: No.
- Q78: Are there any specific accessibility testing tools or processes preferred by M-DCPS?**
- A78: While there are no specific accessibility tools or processes preferred by M-DCPS, the platform should be compatible with the most up-to-date and current accessibility tools and processes at the time of implementation (i.e. screen readers, keyboard navigation...etc).
- Q79: Should the platform comply with WCAG 2.1 AA standards?**
- A79: Yes.
- Q80: Is there a preferred cloud provider (AWS, Azure, Google Cloud)?**
- A80: No.
- Q81: Is the vendor expected to provide backup and disaster recovery?**
- A81: Yes.
- Q82: We assume that user data will be encrypted both at rest and in transit. (AES-256, TLS?). Please confirm.**
- A82: Yes.
- Q83: What are the expectations around FERPA, HIPAA, CIPA, and COPPA compliance?**
- A83: The FERPA compliance is set forth in both Form 2453 Agreement (shown under Exhibit 15 of the ITN) and the Data Sharing Agreement attached to this addendum. COPPA compliance is set forth in Form 2453. HIPAA will not apply. The District filters are CIPA compliant.
- Q84: Will M-DCPS provide user and course data for migration? What formats?**
- A84: M-DCPS will provide database of users and course content, html files, power point, PDF, video links.
- Q85: Should the vendor assist in mapping and transforming legacy data?**
- A85: No. This Platform will be a new system for the District so there is no legacy data.
- Q86: How frequently should data synchronization occur with any of the existing systems?**
- A86: We would like nightly feed of data.

Q87: Will there be any scheduled activities in the platform? (E.g. Data import/export)

A87: We would like nightly feed of data.

Q88: What depth of integration is needed with Google Meet, Microsoft Teams, Zoom? (E.g., calendar sync, attendance tracking?)

A88: Ability to add the meeting to the calendar and report who attended the meetings and number of minutes in the meeting.

Q89: Should the platform be fully responsive or is there a need for native mobile apps?

A89: Yes, the Platform should be fully responsive. If there are no performance/functionality concerns, then native mobile will not be needed.

Q90: How soon after the contract signing should the sandbox be ready for testing?

A90: Please refer to the answer for Question 49 (Q49) in this addendum. Additionally, should the Selection Committee decide to establish and review the software using a sandbox environment, the Selection Committee will provide a reasonable timeframe prior to award for sandbox review.

Q91: How many staff members will require training (Admins, Educators)?

A91: Training would be for the back-end and it would be for approximately 10-15 administrators.

Q92: Is there a preferred format for training (live, recorded, written guides)?

A92: Live or hybrid, recorded, and written guide.

Q93: Can you help us understand tentative hours of training needed.

A93: The hours of training needed on the usage of the Platform will vary based on the complexity of the proposed system. Proposer's training plan shall include the proposed estimated number of hours needed to understand and work the system.

Q94: Is there a target go-live date or phased rollout schedule?

A94: Please refer to the answer for Question 36 (Q36) in this addendum.

Q95: What is the expected duration for UAT (User Acceptance Testing)?

A95: Proposer shall indicate in the proposal the proposed duration for UAT.

Q96: What are the required SLA terms (response time, resolution time)?

A96: The Proposer shall specify SLA terms in their proposal response. Specifically, Proposers should address the requirements in questions 28 and 29 under "Support" on page 18 of the ITN, and include a response to item #5 under Section 4.4 on page 22 of the ITN.

Q97: What channels of support are expected (phone, email, chat)?

A97: Email and phone support.

Q98: Please confirm what all user roles the support is expected.

A98: The expected support shall be for:

- Users: Accessing the system and completing modules.

- District Admin Roles: Supporting user registration, adding/editing content, and backend functionality.

Q99: To what extent should administrators be able to customize UI, workflows, notifications?

A99: District Administrators will handle adding content, adjusting user permissions, notifications...etc. Technical workflows shall be handled by the Proposer.

Q100: Will M-DCPS require annual security audits or third-party penetration testing?

A100: Yes, M-DCPS will require annual security audits and third-party penetration testing. Evidence of these security and disaster recovery (DR) tests should be available to provide upon request.

Q101: Are there any compliance reports or certifications required post-deployment?

A101: Please refer to the answer for Question 78 (Q78) in this addendum.

Q102: Please let us know if you have plans for further platform enhancements. If yes, please mention some of the features for enhancement.

A102: We don't anticipate having any further enhancements at this time.

Q103: We assume the multi-tenancy support is required for multiple schools, colleges, universities? Please confirm.

A103: Correct.

Q104: Are there specific insurance coverage requirements beyond Cyber Liability?

A104: No. Please refer to ITN Section 9 – Insurance Requirements.

Q105: What specific tracking and reporting functionality is expected of in-service credit tracking?

A105: Please refer to the answer for Question 67 (Q67) in this addendum.

Q106: Is integration with the State of Florida or district certification systems mandatory from day one?

A106: No. This is something that reporting should comply with.

Q107: For SAP SuccessFactors, is the district expecting real-time API-based integration (e.g., sync user progress, course data), or will periodic data exchange (e.g., via CSV or SFTP) be acceptable?

A107: Data exchange would occur via nightly SFTP file transfers. Please refer to the answer for Question 72 (Q72) in this addendum.

Q108: For Zoom / Teams / Meet, is the goal to launch and manage live sessions within the LMS, Track attendance or engagement data from these platforms, or is simple linking/embedding of external sessions sufficient?

A108: The goal is to launch and manage live sessions within the LMS, track attendance or engagement data from those platforms. Additionally, please refer to the answers provided for Question 29 (Q29) and Question 88 (Q88) in this addendum.

Q109: On page 19, can you tell us more about your "Storyboard" need described in this RFP?

A109: Please refer to the answer for Question 12 (Q12) and Question 47 (Q47) in this addendum.

Q110: On page 19, do you desire to schedule vendor demonstrations to evaluate software proposals? Or will the Storyboard be how MDCPS fully evaluates the software functionality in this proposal?

A110: Please refer to ITN Page 27, Section 7.1 – Competitive ITN Process, Steps 1 to Step 3, pertaining to demonstrations of the proposed system. Additionally, please refer to the answer for Question 49 (Q49) in this addendum.

Q111: On page 19, do you desire vendors to submit a “Storyboard” clickthrough as part of the submission due May 15th?

A111: Please refer to the revised ITN Section 4.4, Section 5, and Exhibit 9 attached to this addendum.

Q112: On page 19, can you please describe what you need in the “Comparison Chart” of Moodle and Canvas? What other products would you like to be compared?

A112: A comparison of how the platform compares to other LMS platforms like Moodle, Canvas, Schoology, and other asynchronous professional learning platforms.

Q113: For your requirement in Section 4.3.1.1 Content Delivery, can you please tell us more about your requirement for Video content? Is the expectation for out-of-the-box educational video content? Or is the expectation for the capability to create your own videos within the platform?

A113: Please refer to the answer for Question 11 (Q11) in this addendum.

Q114: If you wish the vendor to provide Out-of-the-box content, can you please provide a list of titles of content you would like the vendor to provide?

A114: Topics would vary but may include and not limited to, Classroom Management, Differentiated Instruction, Using Technology for Instruction, Reading, Math, Science, Social Sciences, ESOL, ESE, Gifted, Pedagogy strategies, etc.

Q115: Please expand on in-service credits. Will users be earning these hours through the new platform, or are they expected to bring them in from external sources?

A115: Users would be earning credit hours through the platform.

Q116: In addition to certificates, are you looking to micro-credential with badging?

A116: Yes, ideally the platform would allow for micro-credentialing with badging.

Q117: What payment gateway do you use for collecting Credit Card Payments for course offerings today?

A117: Please refer to the answer for Question 63 (Q63) in this addendum.

Q118: What requirements and data elements are desired to integrate with the “district and state certification systems” in Section 4.3.1.3?

A118: Please refer to the answer for Question 31 (Q31), Question 67 (Q67), and Question 68 (Q68) in this addendum.

Q119: Section 4.3.1.12: Can you please describe what requirements and data elements are desired to integrate with SAP?

A119: Please refer to the answer for Question 29 (Q29) part a. and Question 107 (Q107) in this addendum.

Q120: What do you use currently for Professional Development registration, delivery, and tracking?

A120: Please refer to the answer for Question 15 (Q15) in this addendum.

Q121: The RFP indicates manual signatures; however, will MDPS accept electronic signatures and remote notarizations?

A121: Please refer to the answer written for Question 4 (Q4) in this addendum.

Q122: During the pre-conference call, you mentioned you've created 40 courses/modules already - what system were those created in?

A122: The courses and modules were developed using a combination of PowerPoint presentations, PDF documents, and video files.

Q123: How many users will be accessing the system from MDCPS?

A123: Please refer to the answer written for Question 3 (Q3) in this addendum.

Q124: How many users might be accessing the system from outside of MDCPS? (users that register and pay for a course that are not employed by MDCPS)

A124: Please refer to the answer written for Question 3 (Q3) in this addendum.

Q125: Can you please describe your desired functionality for "AI-powered personalized learning paths," as described on page 15 in section 4.3.

A125: Please refer to the answer written for Question 34 (Q34) in this addendum.

Q126: On page 15 in section 4.3 it states that "the District intends to take ownership of the Platform..." Given our solution, and most solutions we see today, are cloud based, we only have a licensing model for our software. Can you please describe what you mean by "ownership?" and does MDCPS intend to self-host the software?

A126: Please refer to the answer for Question 25 (Q25) in this addendum.

Q127: You describe users outside of MDCPS registering and paying for courses. Do you desire for your "public catalog" to be a public URL where anyone can access course listings, and then pay for and create an account upon registration? Or do you desire users to create a user account to even view the "public catalog?"

A127: Yes, the course catalog can be made publicly accessible via a URL without requiring users to create an account. However, users will need to create an account in order to register and pay for courses.

REVISED SECTION 4.4 - REQUIRED INFORMATION TO BE SUBMITTED BY THE PROPOSER

The proposal submitted must clearly indicate the name of the responding firm, as well as the name, address and telephone number of the primary contact at proposer's organization. The proposer shall demonstrate their experience in developing a customizable cloud-based 24/7, asynchronous professional learning platform for educators.

The Proposer must include the following information within the submitted proposal:

1. Executive Summary profiling of the service provider and/or agency submitting proposal;
2. Submit **Exhibit 6**, located within this ITN, for at least three (3) current customers that can be used by M-DCPS as a source of reference. **DO NOT include work/services performed for M-DCPS or M-DCPS employees as reference.**
3. Provide a brief description of the plan for provision of a customizable cloud-based 24/7 asynchronous professional learning platform for educators.
4. Any other information and/or additional service/incentive that can be used by M-DCPS in the proposal evaluation process.
5. Describe Proposer's provision of: (i) comprehensive technical support services and (ii) training for administrators and educators on platform usage and features.
6. Detailed response outlining how the Platform meets the specified features and requirements (see Section 4.3.1 "Platform Technical Requirements" and Section 4.3.1.1 of the "Core Criteria for All Systems".)
7. Proposed Platform's compatibility with District's existing systems and technology.
8. A Software Demonstration Video or tutorial (10 mins maximum) or storyboard to demonstrate product functionality and requirements under Section 4: Scope of Services for reach related module.
9. Proposer must confirm the ability to provide a software sandbox environment within a short timeframe upon the District's request. Detailed parameters for the sandbox will be provided at the time of request. The software sandbox environment must support different user profile experiences to demonstrate product functionality and meet the requirements specified under Section 4: Scope of Services.
10. A sample implementation schedule that outlines a fast-track or phased implementation process.

REVISED SECTION 5 – MINIMUM QUALIFICATION REQUIREMENTS

All proposers are required to submit the following information to be considered for award. Failure to submit any of the required documents with the proposal may cause the proposer to be considered non-responsive and ineligible for further consideration:

REQUIREMENT	YES	NO
a. A Local Business Tax Receipt. Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a proposal, shall meet the County's Local Business Tax Receipt requirements in accordance with Miami-Dade County, Florida, code. Proposers with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license must be submitted. Noncompliance with this condition may cause the proposer not to be considered for award.		
b. Copy of current registration with the Florida Department of State, Division of Corporations to conduct business in the State of Florida. If Proposer is not registered to transact business in the State of Florida, Proposer must provide a copy of Proposer's current registration in their state of incorporation/organization, along with the applicable exemption to this requirement as set forth in Section 607.1501, Florida Statutes. This information must be documented on Exhibit 1 (Cover Page), along with submittal of the required incorporation/organization documentation.		
c. Be regularly engaged in the business of providing the services described in this ITN for a minimum of five (5) years. Three (3) client reference letters from organizations comparable in complexity and/or size to M-DCPS, preferably. This must be documented on Exhibit 6, Proposer Experience Form, whereby each Proposer uses one form per reference. DO NOT include work/services performed for M-DCPS or M-DCPS employees as reference.		
d. Submission of all documentation/information stated in this ITN, including, without limitation, the documentation, information and/or plans stated in Sections 3, 4, 5, 6, 7, 8 and 9 of this ITN, as well as the required forms and exhibits, as stated in Section 10 of this ITN.		
e. If applicable, Proposers must submit with their proposal a copy of their current certified firm certificate showing their firm's designation. Proposers' certified firm certification(s) must be in place prior to the ITN due date.		
f. If applicable, please include Exhibit 18 (Statement of Intent to Perform as a Certified Subcontractor/Subconsultant) <u>in your proposal, completed and signed by the certified subcontractor/subconsultant</u> , to specify the name of the certifies subcontractor/subconsultant, the proposed dollar amount or percentage of work to be spent with the identified certified subcontractor/subconsultant, along with the scope of work the subcontractor/subconsultant will provide related to this solicitation. Please submit a copy of the subcontractor's/ subconsultant's current certificate showing the firm's designation, along with the completed Exhibit 18.		

REQUIREMENT	YES	NO
g. Vendor to include a Software Demonstration Video or tutorial (10 minutes maximum) or storyboard to demonstrate product functionality and requirements under Section 4: Scope of Services for reach related module.		
h. Proposer must confirm the ability to provide a software sandbox environment within a short timeframe upon the District's request. Detailed parameters for the sandbox will be provided at the time of request. The software sandbox environment must support different user profile experiences to demonstrate product functionality and meet the requirements specified under Section 4: Scope of Services.		
i. Please provide a sample implementation schedule that outlines a fast-track or phased implementation process.		
j. Include written documentation confirming that the proposed Platform complies with the Information Security Requirements for Hosted Solution indicated in RFP Section 4.3.1.1, page 21, # 42.		

REVISED EXHIBIT 9
SUBMITTED PROPOSAL DOCUMENT VERIFICATION FORM

All proposers are required to submit the following information to be considered for award. Failure to submit any of the required documents with the proposal may cause the proposer to be considered non-responsive and ineligible for further consideration.

REQUIREMENT	YES	NO
a) A Local Business Tax Receipt. Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a proposal, shall meet the County's Local Business Tax Receipt requirements in accordance with Miami-Dade County, Florida, code. Proposers with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license must be submitted. Noncompliance with this condition may cause the proposer not to be considered for award.		
b) Copy of current registration with the Florida Dept. of State, Division of Corporations to conduct business in the State of Florida. If Proposer is not registered to transact business in the State of Florida, Proposer must provide a copy of Proposer's current registration in their state of incorporation/organization, along with the applicable exemption to this requirement as set forth in Section 607.1501, Florida Statutes. This information must be documented on Exhibit 1 (Cover Page), along with submittal of the required incorporation/organization documentation.		
c) Be regularly engaged in the business of providing the services described in this ITN for a minimum of five (5) years. Three (3) client reference letters from organizations comparable in complexity and/or size to M-DCPS, preferably. This must be documented on Exhibit 6, Proposer Experience Form, whereby each Proposer uses one form per reference. DO NOT include work/services performed for M-DCPS or M-DCPS employees as reference.		
d) Submission of all documentation/information stated in this ITN, including, without limitation, the documentation, information and/or plans stated in Sections 3, 4, 5, 6, 7, 8 and 9 of this ITN, as well as the required forms and exhibits, as stated in Section 10 of this ITN.		
e) If applicable, Proposers must submit with their proposal a copy of their current certified firm certificate showing their firm's designation. Proposers' certified firm certification(s) must be in place prior to the ITN due date.		
f) If applicable, please include Exhibit 18 (Statement of Intent to Perform as a Certified Subcontractor/Subconsultant) <u>in your proposal, completed and signed by the certified subcontractor/subconsultant</u> , to specify the name of the certified subcontractor/subconsultant, the proposed dollar amount or percentage of work to be spent with the identified certified subcontractor/ subconsultant, along with the scope of work the subcontractor/subconsultant will provide related to this solicitation. Please submit a copy of the subcontractor's/ subconsultant's current certificate showing the firm's designation, along with the completed Exhibit 18.		
g) Vendor to include a Software Demonstration Video or tutorial (10 mins maximum) or storyboard to demonstrate product functionality and requirements under Section 4: Scope of Services for reach related module.		

and

The School Board of Miami-Dade County, Florida

Data Sharing Agreement

This Agreement is made as of _____ (the "Effective Date"), by and between _____ whose principal address is _____, hereinafter referred to as "Company" and The School Board of Miami-Dade County, Florida a political subdivision of the State of Florida, located at 1450 NE 2nd Ave., Miami, Florida 33132 hereinafter referred to as "School Board".

By agreeing to this Agreement, School Board authorizes Company to access, or receive, data from School Board for the purpose of allowing Company or authorized third parties to provide School Board software integration. Student Information includes "education records" as defined in the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g.

TERM OF AGREEMENT

Data sharing shall commence on the Effective Date and shall terminate _____. The School Board reserves the right to terminate this Agreement without cause by giving thirty (30) days written notice to the Company.

DEFINITIONS

School Board Data refers to any information provided directly through the School Board or through an authorized third party, which may include, but is not limited to the following data:

School Level Data refers to any information pertaining to individual schools within the school district. This includes, but is not limited to, the local id, name, state and federal identifier, address, telephone number, the lowest and highest grade at the school, and principal's name and e-mail address.

Class Level Data refers to any information pertaining to individual classes or courses within schools in the school district. This includes, but is not limited to, unique name for section, grade level, course name, course number, bell schedule information, subject name and the term associated with the section.

Student Data refers to any information pertaining to individual students enrolled in the school district. This includes, but is not limited to, school of enrollment; local and state identifier number; id; full name; gender; date of birth; grade; race; ethnicity; language status; lunch status; special education status; zip code; e-mail address; username; password; and parent or guardian contact name, type, telephone number, and e-mail address. Student Data includes "education records" as defined in the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g.

Student-Generated Content refers to any form of data, work product, or other information created by students while using the Company's platform, services, or tools.

Teacher Data refers to any information relating to teachers within the school district. This includes, but is not limited to, school of employment id, teacher id, local staff and state teach identifier, full name, e-mail, title or role, username, and password.

Personally Identifiable Information (PII) shall have the same meaning as in (i) FERPA 34 CFR Part 99.3 for students, (ii) Section 501.171(1)(g), Florida Statutes for all other persons. PII shall be regarded as confidential.

Transactional Data refers to records detailing the access, consumption and utilization of the Company's system, platform, software, products and services by end users within the school district.

Cybersecurity Framework refers to a systematic approach and standardized methodology to assess, evaluate, and improve the security posture and safeguards in place across the technology infrastructure, applications, policies, and business processes which enable an organization's digital processes and protection of sensitive data. Acceptable frameworks include the National Institute of Standards and Technology (NIST) Cybersecurity Framework, NIST SP 800-171 Rev. 2, NIST SP 800-53 R5, ISO 27001 / 27002, the Secure Controls Framework (SCF), and the Service Organization Control Type 2 (SOC 2) compliance framework.

ACCESS

School Board authorizes Company to access School Board Data and shall facilitate a means for Company to access the data. Company shall access School Board data for the purpose of providing software integration. Any Student Data provided to the Company through this Agreement is done pursuant to FERPA 34 CFR Part 99.31(a).

A list of data to be supplied to Company by School Board shall be attached to this Agreement as Exhibit A attached hereto and incorporated herein. Any information provided to the Company in error, or as an unidentified necessity, and not listed in the attachment are still subject to the terms of this Agreement.

To the extent required by law the School Board shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data, correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Company shall respond in a reasonably timely manner (no later than thirty (30) days from the date of the request or pursuant to the time frame required under state law for a School Board to respond to a parent or student, whichever is sooner) to the School Board's request for Student Data in a student's records held by the Company to view or correct as necessary. In the event that a parent of a student or other individual contacts the Company to review any of the Student Data accessed pursuant to the Services, the Company shall refer the parent or individual to the School Board, who will follow the necessary and proper procedures regarding the requested information.

If Student-Generated Content is stored or maintained by the Company, Company shall, at the request of the School Board, transfer, or provide a mechanism for the School Board to transfer, said Student-Generated Content to a separate account created by the student.

THIRD PARTY ACCESS

School Board may designate third parties who are authorized to securely access its School Board data via the Company's Application Programming Interface (the "API"). Company shall not disclose School Board data to third parties unless explicitly authorized by the School Board in writing. School Board may, at any time, revoke any third party's access to School Board information by providing written notice to Company. The respective agencies obtaining confidential information are bound by this agreement and responsible for non-redisclosure under FERPA.

If any Transactional Data is gathered, Company may not share data with a third party. The Transactional Data may only be utilized by Company for a legitimate business purpose in order to improve the product utilized by the School Board.

Company shall enter into written agreements with all sub processors performing functions for the Company in order for the Company to provide the Services pursuant to the Data Sharing Agreement, whereby the sub processors agree to protect Student Data in a manner no less stringent than the terms of this DSA. Company shall provide School Board with written notification prior to engaging any new sub processor or making changes to existing sub processor arrangement. School Board reserves the right to object to any sub processor within fifteen (15) days of notification. Upon objection, Company shall either not engage the sub processor or shall provide an alternative sub processor acceptable to School Board. A current inventory of all sub processors with access to School Board Data shall be maintained by Company and made to the School Board upon request.

Company remains fully responsible and liable for all obligations under this Agreement, regardless of whether the obligations are performed by Company or its sub processors. Any breach or violation of this Agreement by a sub processor shall be deemed a breach by Company.

LAW ENFORCEMENT REQUESTS

Should law enforcement or other government entities (“Requesting Party(ies)”) contact Company with a request for Student Data held by the Company pursuant to the Services, the Company shall notify the School Board no later than 24 hours after receiving the request, in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the School Board of the request.

The Company shall:

- a. Document the nature of the request, including the identity of the Requesting Party, date received, and scope of data requested;
- b. Coordinate with the School Board’s legal counsel before responding to any request, unless prohibited by law;
- c. Provide only the specific data requested by the Requesting Party;
- d. Maintain a log of all such requests and responses, including the data provided; and
- e. Provide the School Board with copies of all documentation related to the request and response within five (5) business days of fulfillment.

If Company is prohibited from notifying the School Board, Company shall document the specific legal restriction preventing notification and provide all required documentation to the School Board as soon as the restriction is lifted.

ADVERTISING AND USAGE LIMITATIONS

Company is prohibited from:

- a. Employ behavioral tracking, cross-platform tracking, or device fingerprinting technologies to track users across websites or services;
- b. Using, disclosing, or selling School Board Data to:
 - i. inform, influence, or enable Targeted Advertising;
 - ii. share or integrate School Board Data with social media platforms or third-party advertising networks;
 - iii. develop a profile of a student, family member/guardian or group;

- iv. train, develop, or improve artificial intelligence or machine learning models, unless explicitly authorized in writing by the School Board; or
- v. for any purpose other than providing the Service to School Board.

This section does not prohibit Company from using School Board Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or School Board employees; or (iii) to notify account holders about new education product updates, features, or services; or from otherwise using School Board Data as permitted in this DSA and its accompanying exhibits.

CONFIDENTIALITY AND SECURITY

- a. As part of the Services, Company will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers, and similar security codes and identifiers issued to Company's employees, agents, or subcontractors. Company agrees to require its employees to promptly report a lost or stolen access device or information.
- b. Company understands and agrees that it is subject to all federal and state laws and School Board Policies (as defined in the "Board Policies" section below) relating to the confidentiality of Student Data. School Board will allow the Company access to limited data as identified in this Data Sharing Agreement as necessary to perform the Services and pursuant to the terms of this Agreement in compliance with FERPA, COPPA, PPR, 34 CFR 99.31(b) and Florida Statutes sections 1001.41 and 1002.22 all other privacy statutes as it relates to data privacy and security.
- c. The Company shall only use School Board Data for the purpose specified in this Agreement, and shall not disclose, copy, reproduce or transmit such data/information obtained under this Agreement and/or any portion thereof, except as necessary to fulfill the Agreement or as may be required by Chapter 119, Florida Statutes or other applicable law.
- d. Company shall regard all School Board Data as confidential and will not disclose the information to any third party without prior written approval by The School Board except as permitted in this Agreement.
- e. Company, subcontractors, and sub processors shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records.
- f. Company will not sell School Board Data to any third party.
- g. School Board Data will be kept secured and the Company shall implement and maintain a principle of least privilege approach, ensuring employees shall be granted the minimum level of access rights needed to perform their authorized tasks. All access rights must be tied to specific business needs or functions and the identity of all persons having access to the data must be documented and access logged. Access no longer required to perform their current role, or of any terminated employee, should be revoked immediately.
- h. Company shall conduct regular reviews of all access rights, at least quarterly, to ensure access remains appropriate for each user's current role. Review results must be documented and available to the School Board upon request.
- i. Company represents and warrants that its collection access, use, storage, disposal and disclosure of School Board or user information does and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.
- j. Without limiting Company's obligations under this Agreement to keep School Board Data safe and confidential, Company shall implement administrative, physical and technical safeguards to protect said data that are no less rigorous than accepted industry Cybersecurity Frameworks, and shall ensure that all such safeguards, including the manner in which School Board 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 this Agreement.

- k. For all employees or subcontractors ("Authorized Persons") who have access to the School Board data during the term of each subcontractor or employee's employment by Company, Company shall at all times cause such subcontractor or employee to abide strictly by Company's obligations under this Agreement. Company further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of School Board Data by any of Company's officers, partners, principals, employees, agents or Company's.
1. Company will not knowingly permit any Company's personnel to have access to any School Board Data if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. §1829(a); or (ii) a felony. Company shall assure that all contracts with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations. No subcontractors may be used without prior written consent of School Board.
- l. At any time during the term of this Agreement at the School Board's written request or upon the termination or expiration of this Agreement for any reason Company shall, and shall instruct all Authorized Persons to, promptly return to the School Board all copies, whether in written, electronic or other form or media, of School Board Data in its possession or the possession of such Authorized Persons and securely dispose of all such copies, including but not limited to, production data, backup copies, archived data, and any copies stored in disaster recovery systems, within 30 days, and certify in writing to the School Board that such information has been returned to School Board and disposed of securely. Company shall comply with all directions provided by School Board with respect to the return and disposal of School Board Data. Data will be securely sanitized from any media once that media is no longer in use by termination of this Agreement or by disuse of equipment. All equipment which contains or has contained School Board Data must be securely sanitized prior to disposal. Sanitization should follow the recommended methods outlined in Appendix A of the NIST SP 800-88 Rev.1 - Guidelines for Media Sanitization. Company shall maintain an auditable record of all sanitization procedures for the duration of the Agreement and provide this record to the School Board upon request.
- m. Company will assure that all data is transmitted from School Board's access points to the ultimate server and will be stored internally by Company or its subcontractors using School Board approved encryption of no less rigor than NIST validated-AES standards.
- n. Security Breach
1. Company shall:
 - i. Provide School Board with the name and contact information for an employee of Company who shall serve as School Board's primary security contact and shall be available to assist School Board twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach;
 - ii. Notify School Board of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Company becomes aware of it; and
 - iii. Notify School Board of any Security Breaches by telephone at the following number: 305-995-3750, e-mailing School Board with a read receipt at cfs@dadeschools.net and with a copy by e-mail to Company's primary business contact within School Board.
 2. Immediately following Company's notification to School Board of a Security Breach, the Parties shall coordinate with each other to investigate the Security Breach. Company agrees to fully cooperate with School Board in School Board's handling of the matter, including, without limitation:
 - i. Assisting with any investigation;

- ii. Facilitating interviews with Company's employees and other involved in the matter; and
 - iii. Making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards or as otherwise [reasonably] required by School Board.
- 3. Following resolution of any Security Breach, Company shall provide School Board with a detailed post-incident report within fifteen (15) business days. The School Board may request additional analysis or documentation as needed to satisfy regulatory or compliance requirements. Company shall maintain all documentation related to the Security Breach for a minimum of five (5) years. The post-incident report must include:
 - i. A detailed description of the incident, including the data involved;
 - ii. A timeline of the incident and discovery;
 - iii. Root cause analysis;
 - iv. Actions taken to contain and remediate;
 - v. Measures implemented to prevent similar incidents;
 - vi. Lessons learned and long-term correction actions;
 - vii. Evidence that all affected systems have been remediated; and
 - viii. Confirmation that all compromised credentials have been changed/revoked

STORAGE AND BACKUPS

During the term of this Agreement, Company shall use a minimum of a Tier 1 datacenter or its equivalent. School Board Data will be stored, backed up and hosted only on servers located within the continental United States. Company shall execute a document with the Tier 1 datacenters or it's equivalent which host School Board Data. Company has an executed document with the following datacenter _____ to host School Board data. Company attests that the datacenter meets all the requirements set forth in this Agreement. Company shall notify the School Board in writing fifteen (15) days prior to any changes to the hosting provider. Prior to receiving School-Board Data, and on at least an annual basis, Company shall supply the School Board with proof of documented security compliance through either (i) proof of SOC 2 compliance or reasonable equivalent, (ii) an attestation of an independent third-party audit, conducted within the last calendar year, based on an industry recognized Cybersecurity Framework, and/or (iii) evidence of an annual comprehensive internal and external penetration test. Company is not required to disclose proprietary information, an attestation, proof, or evidence of security compliance is required. Elements subject to validation should include (but are not limited to) assessing storage configuration and permissions, enforcing proper access controls to limit unauthorized access to containers/data, verification that roles and permissions are appropriately configured, review of network configurations to ensure proper segmentation and isolation as appropriate. Any change to the chosen framework must be communicated to the School Board in writing at least sixty (60) days prior to implementation, along with detailed transition plans ensuring continuous compliance coverage. Upon written notification from the School Board, Company shall provide School Board, or the School Board's designated third-party security auditor, with reasonably sufficient access and information to facilitate testing and/or verification of the security parameters of the tenant configuration utilized by Company to provide the Services under this Agreement. Such testing and verification shall be conducted at reasonable times agreed upon by both parties and shall not unreasonably interfere with Company's business operations.

Company agrees that any and all School Board Data will be stored, processed, and maintained solely on designated servers and that no School Board Data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of Company's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states of the United States.

Company agrees to store all School Board backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128 bit key.

Company is required to e-mail proof of security compliance to ITS-Compliance@dadeschools.net

TERMINATION

The School Board reserves the right to terminate this Agreement at any time and for any reason upon giving thirty (30) days' notice to Company. If said Agreement should be terminated for convenience as provided herein School Board will be relieved of all obligations under said contract. Immediately upon receipt of notice of termination, Company shall cease accessing the School Board Data.

Company will ensure that School Board Data is encrypted and that all device/medium will be scanned at the completion of any contract or service Agreement and/or research study or project to ensure that no School Board Data, PII, personal information and/or student record information is stored on such electronic devices/medium. Furthermore, Company will have in place a service that will allow Company to wipe the hard drive on any stolen laptop or mobile electronic device remotely and have a protocol in place to ensure compliant use by employees.

1. If School Board receives a subpoena, warrant, or other legal order, demand (including an application for public information filed pursuant to Florida public records laws, or request seeking Data maintained by Company, the School Board will promptly provide a copy of the application to Company. Company will promptly supply School Board with copies of records or information required in order for the School Board to respond and will cooperate with the School Board's reasonable requests in connection with its response.
2. Upon receipt of a litigation hold request, Company will preserve all documents and School Board data as identified in such request, and suspend any operations that involve overwriting, or potential destruction of documentation arising from such litigation hold.

This Agreement may only be modified or any rights under it waived, by a written agreement executed by both parties.

BOARD POLICIES

Company agrees to comply with all applicable School Board policies and procedures, as amended from time to time, which may be found at <http://www.dadeschools.net/schoolboard/rules/>.

NOTICE

It is understood and agreed between the Parties that written notice shall be mailed or delivered to the addresses set forth below and shall constitute sufficient written notice. The Parties designate the following:

Company:

The School Board Miami-Dade County, Florida:

Dr. Jose L. Dotres, Superintendent
1450 N.E. Second Avenue, Suite 912
Miami, Florida 33132

With a copy to:
Jorge Fernandez, Chief Information Officer
13135 SW 26 Street
Miami, FL 33175

And a copy to:
Daniel M. Mateo, Assistant Superintendent
Innovation & School Choice
1501 N.E. Second Avenue, Suite 337
Miami, FL 33132

And a copy to:
Dr. Omar Riaz, Assistant Superintendent
Assessment, Research, and Data Analysis
1450 NE 2nd Avenue, Suite 208
Miami, FL 33132

And a copy to:
Walter J. Harvey, General Counsel
1450 N.E. Second Avenue, Suite 430
Miami, Florida 33132

HOLD HARMLESS

The Company shall hold harmless, indemnify and defend the indemnitees (as hereinafter defined) against any third party claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of this contract (including goods and services provided thereto) by or on behalf of the Company, whether or not due to or caused in part by the negligence or other culpability of the indemnitee. The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida and its members, officers and employees.

INDEMNIFICATION

To the fullest extent permitted by law, the Company shall indemnify and hold harmless the Board, and its employees ("Indemnitees") from and against all third party claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to Company's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Company or other persons employed or utilized by the Company in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the Agreement otherwise available to the Company. The remedy provided to the Indemnitees by this indemnification shall survive this Agreement. The provisions of this Section shall specifically survive the termination of this Agreement. The provisions of this Section are intended to require the Company

to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the Company shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

DUTY TO DEFEND

The Company agrees, at its own expense, and upon written request by the Board, to defend any third-party suit, action or demand brought against the Board on any claim or demand arising out of, resulting from or incidental to Company's performance under this Agreement.

CYBER LIABILITY & DATA STORAGE

Company will maintain Cyber Liability and (if applicable) Technology Products & Services Liability (Tech E&O) insurance with limits of **not less than \$1,000,000** for each wrongful act and cyber incident that provides coverage for:

- Liability for network security failures or privacy breaches, including loss or unauthorized access, use or disclosure of The School Board's data, whether by Company or any subcontractor or cloud service provider used by Company.
- Costs associated with a privacy breach, including notification of affected individuals, customer support, forensics, crises management / public relations consulting, legal services of a privacy attorney, credit monitoring and identity fraud resolution services for affected individuals.
- Expenses related to regulatory compliance, government investigations, fines, fees, assessments, and penalties where insurable by law.
- Liability for technological products and services provided by or created by Company, including intellectual property infringement or misappropriation. (if applicable)
- Liability for professional services provided by Company.
- PCI fines, fees, penalties, and assessments.
- Cyber extortion payment and response costs.
- First and Third-Party Business Interruption Loss resulting from a network security failure or system failure.
- Costs of restoring, updating, or replacing data.
- Liability losses connected to network security, privacy, and media liability.

The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of Company nor has the School Board assessed the risk that may be applicable to Company. In the event Company maintains broader coverage and/or higher limits than the minimums shown above, the School Board shall be entitled to the broader coverage and/or higher limits maintained by Company. Any available insurance proceeds more than the specified minimum limits of insurance shall be available to the School Board.

The Company's insurance will be primary, and any insurance or self-insurance maintained by the School Board will not contribute to, or substitute for, the coverage maintained by Company. Company will be responsible for all deductibles, self-insured retentions or waiting period requirements. Company will add the School Board as an additional insured. Certificates of Insurance and Additional Insured Endorsements reflecting applicable limits, sub-limits, self-insured retentions, and deductibles will be provided upon

request. The certificate must confirm the required coverages in the “Additional Comments” section or Company must provide a copy of the declarations page confirming the details of the cyber insurance policy.

If the Cyber Liability and/or Tech E&O policy is written on a claims-made basis, the retroactive date should be prior to the commencement of the Agreement. If the policy is written on a claims-made basis and non-renewed at any time during and up until the completion of the project or services, Company shall maintain coverage that meets these requirements for a period of not less than three years from the date of completion of the project or services with a retroactive date prior to the commencement of the project or services or shall purchase an Extended Reporting Period for at least a three year period.

All insurance carrier(s) must carry an A.M. Best rating of at least A-, Class VII.

Verification of Coverage:

Proof of the required insurance must be furnished by the Company to The School Board’s Risk Management Department by Certificate of Insurance within thirty (30) days of the date of this Agreement. To automate this process, School Board has partnered with a third party administrator to collect and verify insurance documentation through CTrax software services.

Company is required to e-mail a current COI to: riskcontracts@dadeschools.net

Email subject should read “INSERT COMPANY NAME” COI

Include in the body of the e-mail the information below so your account may be created in CTrax.

Company Representative Name “ _____ ”

Company Representative Phone number “ _____ ”

Company Representative Email “ _____ ”

ABOUT THESE TERMS

These Terms control the relationship between Company and The School Board. They do not create any third-party beneficiary rights. If School Board does not comply with these Terms and Company does not take action right away, this does not mean that Company is giving up any rights that Company may have, such as taking action in the future.

If a provision in these Terms is found unenforceable the remaining provisions of these Terms will remain in full effect and an enforceable term will be substituted reflecting the original intent as closely as possible.

This Agreement shall be deemed to have been made in the State of Florida and shall be governed by and construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue Miami-Dade County, Florida. Each party is responsible for their own attorney fees.

[signature page follows]

and

The School Board of Miami-Dade County, Florida

Data Sharing Agreement

SUBMITTED BY: _____ (Name Typed) (Title) _____ (Department Name) _____ (Signature) (Date)	THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA BY: _____ Signature (Superintendent of Schools or Designee) _____ (Name Typed) Date
APPROVED BY ASSESSMENT, RESEARCH, AND DATA ANALYSIS _____ Assistant Superintendent Signature Date APPROVED BY INNOVATION & SCHOOL CHOICE _____ Assistant Superintendent Signature Date APPROVED BY INFORMATION TECHNOLOGY SERVICES _____ Executive Officer Signature Date APPROVED AS TO RISK AND BENEFITS _____ Risk Management Signature Date APPROVED AS TO FORM AND LEGAL SUFFICIENCY _____ General Counsel Signature Date	COMPANY _____ Legal Name of Contracting Party BY: _____ Signature Name: _____ (Name Typed) (Title) (Date) Address: _____ _____ F.E.I.N. (If organization) _____ School Board Employee ☐ Yes ☐ No M-DCPS Employee No. _____

Exhibit A
Data Fields