

Question	Vendor	Answer
How critical is real time synchronization expected between ADP and LMS or is there an acceptable margin for some delay?	MAQ, LLC	Critical; the acceptable time frame is midnight data dump
Are there any specific SCORM versions you prefer?	MAQ, LLC	LMS should be able to work with multiple
What level of support do you expect from a dedicated account manager?	MAQ, LLC	Details will be determined upon negotiations following the selection of a respondent
How quickly do you expect customer service support to address issues?	MAQ, LLC	Details will be determined upon negotiations following the selection of a respondent.
What level of ongoing support and maintenance do you expect from the LMS vendor, and what is the preferred mode of communication for support issues?	MAQ, LLC	Details will be determined upon negotiations following the selection of a respondent.
Are there specific accessibility standards or guidelines that the LMS needs to adhere to?	MAQ, LLC	Please reference the requirements in the RFP document
To what extent should the LMS be customizable in terms of branding and user interface?	MAQ, LLC	Details will be determined upon negotiations following the selection of a respondent.
How detailed should the time analysis reports be, and how frequently should they be generated?	MAQ, LLC	Details will be determined upon negotiations following the selection of a respondent.
REF. EXHIBIT A PROFESSIONAL SERVICES AGREEMENT – CYBER STANDARD, ARTICLE 7. QUESTION: The defense and indemnification procedures are not entirely clear. Will PCMC agree to a modification to provide that Service Provider’s acceptance of the defense of any claim shall not be deemed a waiver by the Service Provider of any claims of defenses it may have to the indemnification requirements contained in the	TargetSolutions Learning, LLC	Please reference the requirements in the RFP document
What specific metrics or parameters would you like the LMS to capture for analyzing the time used per learner?	MAQ, LLC	Details will be determined upon negotiations following the selection of a respondent.
Is there any existing training content available? Will that be	MAQ, LLC	Please reference the requirements in the RFP
How do you plan to involve subject matter experts and other stakeholders in the content creation process?	MAQ, LLC	Details will be determined upon negotiations following the selection of a respondent.
Which roles will be responsible for creating and updating content in the LMS?	MAQ, LLC	Appropriate detail negotiation will occur following the selection of a respondent.
How frequently do you anticipate updating or adding new courses to the content library?	MAQ, LLC	Appropriate detail negotiation will occur following the selection of a respondent.

RE. EXHIBIT A PROFESSIONAL SERVICES AGREEMENT – CYBER STANDARD, ARTICLE 7. QUESTION: There is no cap on the Service Provider’s indemnification requirements (except for the carve out for PCMC’s negligence). Will the City agree to limit indemnification requirements to third party claims and Service Provider’s available limits and types of insurance coverage required under the Agreement, except for claims related to violation of intellectual property rights, gross negligence, fraud or willful misconduct for which there shall be no cap?  
 Are there any specific categories or topics you would like to prioritize in the content library?  
 What specific features are you expecting in the content library for easy accessibility?

TargetSolutions Learning, LLC

Please reference the requirements in the RFP document

MAQ, LLC

Appropriate detail negotiation will occur following the selection of a respondent

MAQ, LLC

Details will be determined upon negotiations following the selection of a respondent.

RE. EXHIBIT A PROFESSIONAL SERVICES AGREEMENT – CYBER STANDARD, ARTICLE 6(C) QUESTION: Service Provider is offering Commercial-Off-The-Shelf SaaS solutions and associated documentation and/or pre-existing course content. Any changes to Service Provider’s pre-existing intellectual property become immediately, inextricably intertwined with the pre-existing IP. Will PCMC recognize Service Provider’s exclusive ownership of any enhancements, improvements, modifications and derivations made to its pre-existing intellectual property?  
 Do you currently employ, or plan to employ, or do you intend to use the services of offshore personnel in Mexico and the Philippines for the purposes of providing Tier 1 Help Desk services. Is the use of offshore personnel for Tier 1 Help Desk services acceptable?

TargetSolutions Learning, LLC

Please reference the requirements in the RFP document

TargetSolutions Learning, LLC

Appropriate detail negotiation will occur following the selection of a respondent.

MAQ, LLC

Details will be determined upon negotiations following the selection of a respondent.

MAQ, LLC

Appropriate detail negotiation will occur following the selection of a respondent.

MAQ, LLC

Please reference the requirements in the RFP document.

MAQ, LLC

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MAQ, LLC

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How often should the automatic content assignment rules be updated or modified?  
 Are there any exceptions or special cases that should be considered when implementing the automatic content assignment feature?  
 Can the Learning Management System (LMS) automatically assign content based on learner type, department, or tenure, and how customizable is this feature?  
 How do you currently manage and enforce data privacy policies, and how should the LMS align with these practices?  
 Could you provide details on the data security and privacy considerations for the integration with HRIS?

Are there any specific compliance or data security requirements that must be considered?	MAQ, LLC	Please reference the requirements in the RFP document
Could you elaborate on the requirements for the expiration notification system? How far in advance should notifications be given?	MAQ, LLC	Please reference the requirements in the RFP document
What types of certifications should be stored in the 3rd party certification storage, and what information should each certification record include?	MAQ, LLC	Please reference the requirements in the RFP document.
Need more clarity on 3rd party certification storage feature?	MAQ, LLC	Appropriate detail negotiation will occur following the selection of a respondent.
Does multi-language support required for each training?	MAQ, LLC	Appropriate detail negotiation will occur following the selection of a respondent.
Objective is to pursue complete eLearning model? Or will it be combination of offline and online training?	MAQ, LLC	Please reference the requirements in the RFP document.
How would you describe the organizational culture, and how can the LMS be tailored to align with it?	MAQ, LLC	Appropriate detail negotiation will occur following the selection of a respondent.
What processes do you currently have in place for content creation and how do you see those evolving with the introduction of the LMS?	MAQ, LLC	Appropriate detail negotiation will occur following the selection of a respondent.
If you are transitioning from an existing LMS, are there specific data migration requirements or considerations?	MAQ, LLC	Please reference the requirements in the RFP document
What is the current learning model followed for training the employees? Are there any challenges with existing learning system?	MAQ, LLC	Appropriate detail negotiation will occur following the selection of a respondent.
What specific information or data points should be synchronized between the Learning Management System and the HRIS?	MAQ, LLC	Appropriate detail negotiation will occur following the selection of a respondent.
Can you provide more details on the specific requirements for integrating the Learning Management System with ADP?	MAQ, LLC	Appropriate detail negotiation will occur following the selection of a respondent.
Should the LMS be accessible and fully functional on mobile devices?	MAQ, LLC	Appropriate detail negotiation will occur following the selection of a respondent.
Submitted by Brainier, LLC Is it an absolute requirement for submissions that the selected partner agree to this, or is it something the legal team would consider alternative options or not including it at all or just leaving cancellation for cause?	Brainier, LLC	Response from the Park City attorney's office: Any deviation from the standard PSA needs to be approved by the City Manager. That being said, this is a standard request for software.
The Service Provider utilizes a Master Services Agreement that contains its standard license terms and conditions. Will PCMC incorporate this Master Services Agreement into the City's Agreement to the extent the terms and conditions do not conflict?	TargetSolutions Learning, LLC	PCMC will work with the selected recipient of the RFP to create an agreement that incorporates PCMC standard terms and conditions.

RE: EXHIBIT "A" OF THE PROFESSIONAL SERVICES AGREEMENT – CYBER STANDARD, ARTICLE 11. QUESTION: Will the City acknowledge and agree that Service Provider bills for its subscriptions on an annual basis at the beginning of a contract year and that: (i) its fees are due and fully earned upon being invoiced; (ii) are non-refundable when paid, unless the Agreement is terminated for cause as a result of the Service Provider breach of the AGREEMENT – CYBER STANDARD, ARTICLE 11. QUESTION: Will the City agree to a termination for non-appropriation of funds instead of termination for convenience? Will the City accept a third-party authoring tool as an acceptable solution to meet the included course authoring tool requirement? Will PCMC bear the cost of translating services required to translate English language-based courses into Spanish?

TargetSolutions Learning, LLC

If the service provider is offering a non-exclusive, non-transferable license, please put that information in the response to the RFP for the selection committee to review.

Please review Article 3 - Compensation, Invoicing, and Payment.

Termination is reviewed under EXHIBIT "A" PROFESSIONAL SERVICES AGREEMENT – CYBER STANDARD, ARTICLE 11 SECTION A & B. Appropriate detail negotiation will occur following the selection of a respondent. Appropriate detail negotiation will occur following the selection of a respondent.