



WICHITA PUBLIC SCHOOLS
Unified School District 259

Division of Operation
PURCHASING DEPARTMENT
<http://purchasing.usd259.org>

201 N. WATER, Rm.626 • WICHITA, KANSAS 67202 •

TELEPHONE (316) 973-4549 • FAX (316) 973-4772

**Request For Proposal
Student Management System
RFP 11-571072**

Date August 12, 2011

TO:

Unified School District 259 - The Wichita Public Schools (hereinafter referred to as *USD 259*) will accept proposals for a Student Information System.

Carefully review this Request for Proposal, it provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, Firms are to return ten paper copies and one (1) CD of their final submittal package in a sealed container/envelope to the USD 259 Purchasing Department on, or before 3:00 p.m., CS/DT, September 7, 2011. **Late or incomplete responses will not be accepted and will not receive consideration for final award.**

Copies of your proposal will be shared with other local (e.g., City of Wichita, Sedgwick County, USD 260-Derby Public Schools, and Wichita State University) governmental entities. Any final contracts with other local governmental entities will be consummated on a separate basis.

The name of the responding proposers will be disclosed at a public proposal closing. It should be noted that information provided in your response will be considered proprietary and will not be divulged during the proposal review process as authorized by K.S.A. 45-217. Because purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public facilities, the successful proposer shall understand that portions (potentially all) of their proposal (including any final contracts) will become public record after its acceptance by the USD 259 Board of Education. Accept our assurance that the information provided will be used for evaluating the ability of your firm to handle this account and **WILL NOT** be shared with any persons not involved with the selection process.

Robin Lynes, CPPB
Purchasing Agent

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1.0 ABOUT THIS DOCUMENT

This document is a Request for Proposal. It differs from a Request for Bid/Quotation in that judgmental factors may be used to determine not only if a vendor submission meet the purchasing requirements set forth in this document but also to evaluate the relative merit of their proposal. The quality of competing products and/or services may be compared and trade-offs made between price and quality being offered. The RFP process permits presentations and discussions after proposals have been opened to allow for clarification. The award is made with the responsible vendor whose proposal, in the sole opinion of the District, is most advantageous to the District. It is understood that **the lowest price proposed will not guarantee an award** recommendation.

USD 259 will thoroughly review all proposals received and used its best judgment to determine the necessity of scheduling meetings with vendors after receipt of all proposals. No negotiations, decisions, or actions shall be initiated by any firm as a result of any verbal discussion with any USD 259 employee prior to the opening of responses to this document. USD 259 reserves the right to select, and subsequently recommend for award, the proposed equipment/service which best meets its required needs, quality levels, and budget constraints. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. Vendors will not be compensated for participation in this process.

2.0 DEFINITIONS

Unified School District 259 - The Wichita Public Schools - USD 259
USD 259 Information Services and Technology – IST
Student Management System – SMS
Health Insurance Portability and Accountability Act - HIPAA
Family Educational Rights and Privacy Act - FERPA

3.0 REQUEST FOR PROPOSAL TIME LINE

The following dates are provided for informational purposes and are subject to change without notice. Contact Robin Lynes (316) 973-4549 or Bill Brown (316) 973-4543, Purchasing Department or e-mail to rlynes@usd259.net or bbrown@usd259.net to confirm any/all dates.

Distribution of Request for Proposal to interested parties -----August 12, 2011
Questions Due by 3:00 p.m., No email questions. Fax to: 316-973-4772-----August 19, 2011
Sealed proposals due by 3:00 p.m. (CS/DT) -----September 7, 2011
Possible Vendor presentations----- October 2011
Board of Education consideration of proposals and action (at the latest)-----December 2011

Any contacts to School District personnel, Board of Education members, Superintendent, other than Robin Lynes or Bill Brown, may result in disqualification of the proposer from further consideration in the Request for Proposal process.

4.0 OBJECTIVE

The District's objective is to enter into a one year contract with nine (9) additional annually agreed upon renewals with a vendor who provides a complete student management system that is robust, reliable, customizable for 50,000 current students, 5,000 current staff members, 150,000 parent contacts, 150,000 historical students, and be scalable to accommodate growth as necessary. This system is to be centralized with one database for the entire district.

5.0 BACKGROUND INFORMATION

USD 259 is a unified school district organized and existing under and pursuant to the Constitution and laws of the State of Kansas. USD 259 is the largest and most diversified education institution in the state of Kansas. USD 259 not only delivers basic education for young people, grades K-12, but also serves students in preschool and adult classes. A wide range of vocational technical training programs are available as well as optional summer school programs. The 152 square miles of USD 259 cover nearly the entire city of Wichita and extend beyond the city limits into Sedgwick County. USD 259 operates over 100 regular, alternative magnet, vocational and specials schools, as well as providing instruction at several institutional and off-campus sites.

6.0 DURATION OF THE AGREEMENT

The initial contract period is expected to begin upon approval from the Board of Education in December 2011 and will continue through July 31, 2013. The contract may be extended annually for up to nine (9) additional one (1) year terms if mutually agreeable to both parties. Confirmation of such agreement must be verified in writing before March 31 of each calendar year prior to the year in which the agreement is to be extended. This agreement can be terminated upon sixty (60) days written notice from the District. If a response to this document results in a contract, the successful firm must prepare an Implementation Plan describing how compliance with the requirements set forth in this document will be insured. This plan must be submitted, outline form is acceptable, before any Purchase Orders will be issued.

7.0 PAYMENT TERMS

Payment for all services to the successful vendor will be made following:

- ☒ Wichita Board of Education approval of purchase
- ☒ Delivery and successful implementation of proposed services
- ☒ Receipt of invoicing in a form negotiated with the successful vendor.
- ☒ Final verification by USD 259 Information Services and Technology (IST).

Compensation for services will be paid upon receipt of invoices submitted to the USD 259 IST, 432 West Third, Wichita KS 67203. USD 259 will endeavor to forward payments to the successful vendor within 30 days.

8.0 RESPONSIBILITY OF THE DISTRICT

The District will assign a Project Manager dedicated to this project with multiple employees as support.

9.0 PROJECT SCOPE OF WORK

To acquire a robust, reliable, customizable Student Management System (SMS) for 50,000 current students, 5,000 current staff members, 150,000 parent contacts, 150,000 historical students, and be scalable to accommodate growth as necessary. This system is to be centralized with one database for the entire district.

MANDATORY REQUIREMENTS

All prospective service providers must have the ability to provide the services listed below. **Each Provider must state their ability to provide the service using the code response in attachment A and explain in detail how they will provide the following services.** Responses are asked to be made in the order of requirements. USD 259 is accepting proposals providing a complete student information system. Implementation may consist of part or all of these solutions.

9.1 The student information systems **MUST** include the following features:

- a. Registration
- b. District Standardized Courses
- c. Catchment/Next school assignments
- d. Scheduling/Homerooms (current year and next year)
- e. Grade book
 - i. Elementary
 - ii. Secondary
- f. Special Ed/IEP
- g. Medicaid Tracking and Billing
- h. Attendance
- i. Behavior and Discipline
 - i. Negative Incident Tracking
 - ii. Positive Behavior Model
- j. Student Medical Records
- k. GPA rules defined by the district
- l. Multiple GPA calculations defined by the district
- m. Student Record Alerts
- n. Audit Logs
- o. Parent/Student Portal
- p. Free and Reduced lunch tracking
- q. Assignment of program codes to individual students for grouping purposes (program assignments)
- r. ESOL
- s. 504 Plans
- t. Transcripts defined by the district
- u. Multiple transcripts and multiple diplomas as defined by the district
- v. Testing and Assessments

9.2 System interfaces available with the following systems (current interfaces but not limited to). Either direct interface or SMS system architecture needs to be open such that USD 259 can write the interface in house:

- a. vBoss Food Service
- b. Parentlink
- c. America's Choice
- d. AIMSweb
- e. Peoplesoft HRMS
- f. Oracle Financials
- g. Blue Bear POS
- h. Everyday Mathematics
- i. Schoolfusion
- j. SchoolNet
- k. ImageNow Document Imaging
- l. Follett Destiny Library
- m. SNAP

13.0 PROPOSAL RESPONSE

- All questions must be answered completely and in the order presented in this Request for Proposal.
- Proposers must return ten paper copies and one (1) CD of their final submittal package on or before September 7, 2011, 3:00 p.m. CST. Time is determined by the time clock stamp in the Purchasing office. Responses not received in the Purchasing office by the said due date and time will be returned to the vendor unopened and not considered for evaluation. The district assumes no responsibility for items received in the wrong building or department.
- The response must be signed by an authorized representative of the company submitting the response. The representative's name must be printed along with a signature and job title held.
- Responses are to be inclusive of all materials requested in the RFP.
- Electronic documents will not be accepted. The hardcopy format of the response is the only acceptable format.

Pricing is to be sent in a separate, sealed envelope along with the response. Pricing may not be an all inclusive amount and must itemize the detailed services and differing ownership scenarios.

- The proposer will indicate the full legal name and business address of the company submitting the response. The district will enter into an agreement only with the person or entity named as the Respondent in the Proposal of the successful vendor.
- Modifications Following Submission – Modifications of proposals following submission will be allowed, provided the modification is received by the District prior to the submission deadline.
- Proposals shall be valid for a minimum period of 150 days subsequent to the submission deadline. Proposals expiring in less than 150 days will be considered non-responsive.

14.0 EVALUATION PROCESS

Evaluation Committee

The District will appoint an evaluation committee, consisting of representatives of Information Services and Technology other District Representatives to review the evaluation criteria set forth in the Request for Proposal.

The evaluation committee has the right to request clarification information, negotiate fees and other terms with Respondents.

The District reserves the right to interview or require an oral presentation from any Respondent for clarification of information.

The review committee will select the proposals that appear most beneficial. These proposers will be asked to provide a detailed presentation on their proposal and technical materials to the review committee during the RFP evaluation period. Tentative vendor presentations will be held October 2011. The vendor will be required to be on-site for these presentations.

USD 259 reserves the right to select, and subsequently recommend for award, the proposed equipment/service which best meets its required needs, quality levels, and budget constraints.

See attachment 2 for scoring matrix.

15.0 RIGHTS OF THE DISTRICT

15.1 Final Contract

The final contract will be awarded to the Respondent deemed by the District in its sole discretion to be the most responsive and responsible Respondent. The District will consider which Respondent is fully qualified and best suited, offers the best services for the most reasonable price and is altogether most advantageous to the District among those submitting proposals in response to this RFP. Determination is based upon evaluation of the criteria set forth in this RFP and upon the results of negotiations, if any. Terms of engagement will be negotiated with the selected Respondent and the final contract will be awarded in the manner deemed by the District to be fair and most advantageous to the District.

15.2 Rejection of Proposal

The District reserves the right to reject any or all proposals and to waive informalities and irregularities in any or all proposals submitted. The District at its own discretion and at any time prior to award, may cancel this Request for Proposal or reject any proposal, in whole or in part, and is not required to furnish a statement of the reason why a particular proposal was rejected or was not deemed to be more advantageous.

15.3 Negotiation and Approval of Contract

Should at any time, the District determine in its sole discretion that only one Respondent is fully qualified or the one Respondent is clearly more qualified than the others under consideration, a proposed contract may be negotiated for award to that successful Respondent. The District shall have no obligation to include in any such proposed contract any part of any sample contract submitted by the Respondent. Contracts exceeding \$20,000.00 must be presented to the USD 259 Board of Education in open meeting for final approval prior to award. Provisions of the project may not commence until: (i) a contract between the District and the successful Respondent is properly negotiated; (ii) the contract is presented to the USD 259 Board of Education, approved and executed and (iii) the District issues to the successful Respondent a written notice to proceed in the form of an authorized Purchase Order.

15.4 Compensation

The successful vendor will be paid in accordance with a compensation arrangement to be negotiated between the District and the successful vendor. More specific guidance regarding compensation may be set forth in section 7.0 of this Request for Proposal.

15.5 Price Adjustment

The price to the District, including fee, profit or any other portion of the compensation payable to the successful vendor, shall be adjusted to exclude any significant sums where the District finds that the price was increased because fees, costs or pricing data furnished by the successful vendor were inaccurate, incomplete or not current as of the date of the contract.

15.6 Charges Not Required

The successful vendor and the District both agree that the District shall not be required to pay to the successful vendor any cost, fee or charge that is not specifically required to be paid by the contract.

15.7 Protest

The District will consider all protest filed regarding the award of a contract, or the process of awarding a contract, in relation to the Request for Proposal provided the protest is filed in accordance with District Policy P3305. This policy is available for review from the District website at <http://boe.usd259.org>. All Protests must be submitted in writing and in the manner outlined in Policy P3305.

16.0 PUBLIC RECORDS REQUESTS

USD 259, as a political subdivision of the State of Kansas, is subject to the Kansas Open Records Act. Consequently, the proposer needs to understand that documents submitted in response to this RFP will be for the most part, if not all, subject to being released upon the request of media, competitors or others, in accordance with the law. If you contend that certain **CLEARLY MARKED** portions of your response constitute an exemption from the Kansas Open Records Act, you **MUST** submit your legal basis in support of that assertion with your response.

If a public records request is made for any portion of the documents that you have submitted and you have **NOT** clearly marked such documents as information constituting an exception to Kansas' Open Records Act, your information will be released if an open records request is received.

If a public records request is made for such information and you **HAVE** clearly marked portions of your response as information constituting an exception to Kansas' Open Records Act, **AND** you have submitted the legal basis supporting such claim, USD 259 will consider the basis of the claim and will

adact from any release of open records information that you claim is exempt and that USD 259 determines is exempt from disclosure under the Kansas Open Records Act. USD 259 will also use its best efforts to notify you if an open records request is received that seeks records you submit to USD 259 as part of your response to the RFP “that you claim is exempt from the Kansas Open Records Act.”

If a public records request is made for such information and you **HAVE** clearly marked portion of your response as information constituting as exception to Kansas’ public records law, but you have **NOT** submitted the legal basis supporting such claim, **USD 259 WILL RELEASE** your information to the requestor and notify you that a request was made and that your response was released.

DO NOT mark your ENTIRE response/submittal as information constituting an exception to Kansas’ public records law. If your entire response/submittal is so marked, USD 259 will **NOT** consider your offer as a responsive proposal and it will not be considered for award.

17.0 DISADVANTAGED BUSINESSES

USD 259 desires to allow as many vendors as possible the opportunity to participate, including DBE, MBE and WBE businesses, in the roles of providing goods and services to the District. If you company is not a DBE, MBE or WBE, your efforts to contract with vendors who are DBE’s, MBE’s or WBE’s will be appreciated.

18.0 PROPOSAL CONDITIONS

Vendor shall understand that pricing offered in the proposal document will be provided to other local government entities with which USD 259 regularly enters into cooperative agreements. In submitting a response to this Request for Proposal, the Proposer acknowledges they have read, understand and agree to be bound by and fulfill the requirements and terms and conditions of the following:

1. The Proposer hereby certifies that he/she has carefully examined all of the applicable Contract Documents for the material or service specified herein, has carefully and thoroughly reviewed this Request for Proposal, that is has inspected the location of the material or service specified herein (if applicable), and understands the nature and scope of the work to be done; and that their proposal is based upon the terms, specifications, requirements, and conditions of the Request for Proposal Documents. The Proposer further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
2. The vendor responding to this request for proposal offers to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Request for Proposal, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions. It shall be understood that the Proposer's sureties and insurers are subject to the approval of Unified School District 259.
3. USD 259 will accept responses transmitted via facsimile machine unless stated to the contrary within this document. Complete proposal responses must be received prior to the time and dates listed to be considered responsive. USD 259 will not accept late responses and will return them to the sender. Further, USD 259 will NOT: (1) guarantee security of the document received; (2) be held responsible for proposals which are NOT legible (and may choose to reject such responses); and, (3) guarantee that the receiving facsimile machine will accept transmission or that phone lines are functioning and available for transmission. Submitting a proposal response via facsimile does NOT relieve the proposer of: (1) responsibilities stated in the document (such as attendance at a mandatory pre-proposal conference); (2) providing non-paper informational items which must be returned with the response (CDs, large drawings, photographs, models, etc.); and, (3) providing original copies of proposal sureties (bonds, certificates of insurance, etc.) prior to the stated due date and time.
5. It will be understood that any proposal and any/all referencing information submitted in response to this Request for Proposal will become the property of USD 259, and will not be returned. If determined to be in its best interest, Unified School District 259 reserves the right to reject any or all proposals and responses to this and/or related documents, to accept any item or items in the proposals and make purchases thereafter, to waive any irregularity in the proposal, or if determined to be non-responsive in any form.
6. Unified School District 259 will not be responsible for any expenses incurred by any vendor in the development of a response to this Request for Proposal, including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Unified School District 259 and/or its representatives. Further, Unified School District 259 shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of Education has formally accepted a recommendation.
7. USD 259 will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee that information will not be made public. A Public proposal closing meeting will be held at the date and time stated on the face of the RFP. The purchasing agent responsible for the RFP shall determine the nature of the information disclosed at this meeting. As a governmental entity, USD 259 is subject to making records available for disclosure after Board of Education approval of the recommendation.
8. Unified School District 259 interprets the term "lowest responsible bidder/proposer" as requiring Unified School District 259 to: (a) choose between the kinds of materials, goods, wares, or services subject to the proposal, and (b) determine which proposal is most suitable for its intended use or purpose. Unified School District 259 can consider, among other factors, such things as: labor cost, service and parts availability, availability of materials and supplies, cash discounts, delivery and maintenance costs of items upon which proposals are received. The Unified School District 259 can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective proposers.
9. Alternate proposals (two or more proposals submitted), approved equals and/or proposals based on group or total awards may be considered. Unified School District 259 reserves the right to make the final determination of actual equivalency or suitability of such proposals with respect to requirements outlined herein. Unified School District 259 reserves the right to select the product which is best suited for the intended use. When proposing an alternate, vendor must comply with any special testing and sampling conditions and provide product literature showing that the alternate equipment meets or exceeds the stated specifications listed in this request for proposal. Manufacturer's names, brand names or catalog numbers on the Request for Proposal are used only for description and to establish general quality levels unless stated to the contrary. Proposers shall give brand names and types offered where possible. Alternate proposals must include descriptive literature and other information suitable for evaluation purposes. Any test samples equipment or materials will become the property of the Unified School District 259 unless so requested.
10. The proposals submitted; and any further information acquired through interviews, will become, and will be considered, a part of the final, completed contract. If there is any variance or conflict, the proposal specifications, conditions, and requirements will control.
11. All requested information must be supplied. If you cannot respond to any part of this request, state the reason you cannot respond. You may provide supplemental information, if necessary, to assist USD 259 in analyzing your proposal.
12. USD 259 may award a purchase contract, based on initial offers received, without discussion of such offers. A vendor's initial offer should therefore be based on the most favorable terms available from a price and technical standpoint. USD 259 may, however, have discussion with those vendors that it deems in its discretion to fall within a competitive range. It

- may also request best and final offers from such proposers, and make an award and/or conduct negotiations thereafter. USD 259 reserves the right to negotiate separately with any proposer after the opening of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection, or a counteroffer on the part of USD 259.
13. Prices proposed may not be withdrawn for a period of 120 days immediately following the opening of this *Request for Proposal*. Prices MUST also be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the proposal.
 14. The proposer represents that the price or prices specified do not exceed its current selling prices for the same or substantially similar items to any other governmental entity, taking into account the quantity and/or service under consideration.
 15. The item or items proposed in response to this request for proposal shall conform to all the standards including warning labels and safety devices, guards, and equipment required to meet the safety standards as established by any jurisdiction recognized by industry safety councils or organizations to establish safety standards such as Occupational Safety and Health Administration (OSHA), National Fire Protection Association (NFPA), National Institute of Occupational Safety and Health (NIOSH), American National Standards Institute (ANSI), Underwriters Laboratories, Inc. (UL), etc. If product proposed requires a Material Safety Data Sheet (MSDS) as defined by: 29CFR1910-1200, it MUST accompany each shipment.
 16. The vendor shall certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of General Statutes of Kansas, 1961 Supplement, Sections 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.
 17. If a response to this Request for Proposal is accepted, the Proposer agrees to execute and deliver to USD 259 a contract in accordance with the Contract Documents (if applicable) within ten days of notice of the award to the Proposer. Contracts entered into on the basis of submitted proposals are revocable if contrary to law. The Proposer agrees that the surety/deposit given concurrently herewith will become the property of USD 259 in the event the Proposer fails to execute and deliver such contract within the specified time. In the further event of such failure, the Proposer will be liable for USD 259's actual damages that exceed the amount of the surety.
 18. A purchase order and/or contractual agreement constitutes USD 259's offer to the service provider upon the terms and conditions stated herein, and will become binding meeting the terms set forth herein when it is accepted by acknowledgment or performance. USD 259 will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Kansas. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas. Payment will be made upon verification of delivery, compliance with specifications/requirements, assurance that the product/service performs as specified and warranted, and receipt of correct invoicing. Payment of the seller's invoices is subject to adjustment for any shortage, or for the rejection of any item or items. Purchase contracts entered into as a result of this document are subject to the laws of the State of Kansas and any local resolutions specifically applicable to the purchase.
 19. A valid federal tax identification number must be provided to Unified School District 259 before any purchase orders can be issued.
 20. It will be understood that time is of the essence in the Proposer's performance. The Proposer agrees that USD 259's damages would be difficult or impossible to predict in the event of a default in the performance hereof; and it is therefore agreed that if the Proposer defaults in the performance of the Contract Documents, the Proposer will be liable for payment of the sums stipulated in the Contract Documents as liquidated damages, and not as a penalty.
 21. If requested, the bidder/vendor shall provide the standard patent infringement indemnity clause which shall hold and save Unified School District 259 and its officers, agents, servants, and employees harmless from liability of any patent or unpatented invention, process, article, or appliance manufactured, or used, in the performance of the contract, including its use by Unified School District 259.
 22. All items proposed, and ultimately furnished, shall be new, in first class condition, unless otherwise indicated or applicable, the best of their respective kinds, the current model year, untitled prior to shipping and/or installation and will be free from defects in material and workmanship. Items furnished must be manufactured in compliance with all existing legal or governmental directives. Items will be subject to Unified School District 259 inspection and approval at any time within 30 days after delivery. If a substitution is made, it will be the decision of Unified School District 259 representative to determine if it is of equal quality. Verbal agreements to the contrary will not be recognized.
 23. After the award, if the successful proposer/ supplier refuses or fails to make deliveries of the materials within the times specified in the *Request for Proposal*, purchase order or contractual agreement, USD 259 may, by written notice, terminate the contract OR purchase order.
 24. Deliveries shall be F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in the request for proposal.
 25. Date of receipt will be considered the date all goods are received by authorized Unified School District 259 personnel as listed in purchase order shipping instructions.
 26. All items must be properly packed, if applicable, to insure delivery in good condition, and in accordance with instructions listed on the face of the *Request for Quotation* or purchase order, if any.
 27. Rejected items will be held at the seller's risk and expense. No replacement of defective items shall be made by the seller unless formally agreed to by a Unified School District 259 representative.
 28. Payment will be made upon verification of delivery, compliance with specifications, assurance that the product/service performs as specified and warranted, and receipt of correct invoicing. Cash discounts will be considered earned if payment is made within the time stipulated after acceptance of the goods or receipt of a correct invoice, whichever is later.
 29. By submission of a response, the Proposer agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or

- indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the USD 259 Board of Education. Proposers will identify any interests, and the individuals involved, on separate paper with the response and will understand that USD 259, at the discretion of the Purchasing Director in consultation with legal counsel, may reject their proposal.
30. Any employee or any official of Unified School District 259, elective or appointive, who shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value, as in inducement or intended inducement, in the procurement of business, or the giving of business for, or to, or from, any person, partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to Unified School District 259 shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accordance with State and/or Federal laws.
31. The contractor hereby agrees to require that sections 1 through 5 of K.S.A. 44-1030 (as follows) are to be included in all contracts to which the contractor's agency is a party; except those with contractors, vendors or suppliers whose cumulative dollar total in the fiscal year is \$5,000.00 or less, or who have fewer than four employees.
- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin or ancestry, physical handicap unrelated to such person's ability to engage in the particular work;
 - (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "Equal Opportunity Employer", or a similar phrase to be approved by the Kansas Commission on Human Rights;
 - (3) If the contractor fails to comply with the manner in which reports to the Kansas Commission on Human Rights in accordance with the provisions of K.S.A. 1976 Supp. 44-1030, as amended, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part by Unified School District 259.
 - (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Kansas Commission on Human Rights which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part by Unified School District 259; and,
 - (5) The contractor shall include the provisions of paragraphs (1) through (4) inclusively of this subsection (5) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
32. The Unified School District 259 does not discriminate on the basis of race, color, national origin, sex, handicap/disability, or age. Persons having inquiries may contact the ADA and Section 504 Coordinator, 201 N. Water, KS 67202, (316) 973-4500.
33. All project participants, consultants, engineers, and contractors, must comply with all applicable federal, State, County and municipal laws pertaining to contracts entered into by governmental agencies, including non-discriminating employment.
34. Certain requests for proposal, because of unique factors involved, may not be covered by standard conditions. Alternate or special conditions will take precedence over any standard condition previously stated.
35. Prior to making payments to foreign citizens/entities United States tax laws require special IRS forms be supplied in original hard copy format only. No faxes, no email. Vendors should contact their tax consultant for the proper forms.
36. The Contractor agrees that it is solely responsible for its compliance with the Immigration Reform and Control Act of 1986 ("IRCA"), as amended. Contractor agrees that it will send only work-authorized individuals to District worksites and will only use work-authorized individuals to perform work pursuant to the Agreement. If Contractor knowingly violates IRCA or the regulations implementing IRCA, the District shall be entitled to immediately terminate this Agreement for cause.

19.0 RESPONSE FORM

WICHITA PUBLIC SCHOOLS VENDOR INFORMATION RESPONSE FORM

STUDENT MANAGEMENT SYSTEM

11-571072

All firms interested in proposing MUST provide the following requested information **on these pages** and return with any supplementary materials. Responses are due NOT LATER THAN **3:00 p.m., Wichita local time, September 7, 2011**, to the attention of: Robin Lynes; Unified School District 259 Purchasing Department, 201 North Water, Room 626; Wichita, Kansas 67202. This requested information must be provided in the format and on the form provided below or by using the electronic form provided on the District's website. **Firms are to return ten paper copies and one (1) CD of their final submittal package. Failure to return this form will cause a firm's submission to be considered non-responsive.** Late proposals will not be accepted and will not receive consideration for final award.

The undersigned, on behalf of the Proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation making a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal is entered; (4) they have read the complete Request for Proposal and understand all provisions; (5) if accepted by USD 259, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

	<i>Provide requested information in column below</i>
Firm's Legal Name	
Name of Firm's Contact Representative	
Address	
City	
State	
Zip	
Phone wt Area Code	
FAX wt Area Code	
Firm's web site	
Firm Representative's email	
Regular hours of Operation	
<i>Federal Tax Id Number</i>	
<i>(Mark entity type below)</i>	
<i>Corporation</i>	
<i>Sole Proprietorship/Individual</i>	
<i>Partnership</i>	
<i>Signature of binding agent</i>	

Title of binding agent	
Printed name of binding agent	
Copyright release	
I, _____ (Vendor Name), am the author of legal owner of this/these document(s) submitted. I have no objection and hereby consent to the photocopying or other reproduction of this/these document(s) for any legal purposes deemed necessary by USD 259/Wichita Public Schools. Print Name: _____ Title: _____ Signature: _____ Date: _____	

Size of Company	
Number of Locations	
If multiple which location District will be assigned to	
Number of persons employed	
Full time	
Part time	
Dun & Bradstreet number	
Have you Acknowledge receipt of addenda by attaching the addenda(s) to your response?	

VENDOR REFERENCES

REFERENCES are to be of similar size K-12 or Higher Education setting with comparable number of locations (94 sites or more) as the Wichita Public School District.

1. COMPANY/SCHOOL DISTRICT NAME

BUSINESS	
CONTRACT	
ADDRESS	
CITY/ZIP	
PHONE	
FAX	
LENGTH OF SERVICE	
OTHER PROVIDED SERVICES	
CURRENT CLIENT OR PAST CLIENT	
NUMBER OF STUDENTS	
NUMBER OF EMPLOYEES	
WEBSITE ADDRESS	

2. COMPANY/SCHOOL DISTRICT NAME

BUSINESS	
CONTRACT	
ADDRESS	
CITY/ZIP	
PHONE	
FAX	
LENGTH OF SERVICE	
OTHER PROVIDED SERVICES	
CURRENT CLIENT OR PAST CLIENT	
NUMBER OF STUDENTS	
NUMBER OF EMPLOYEES	
WEBSITE ADDRESS	

3. COMPANY/SCHOOL DISTRICT NAME

BUSINESS	
CONTRACT	
ADDRESS	
CITY/ZIP	
PHONE	
FAX	
LENGTH OF SERVICE	
OTHER PROVIDED SERVICES	
CURRENT CLIENT OR PAST CLIENT	
NUMBER OF STUDENTS	
NUMBER OF EMPLOYEES	
WEBSITE ADDRESS	

4. COMPANY/SCHOOL DISTRICT NAME

BUSINESS	
CONTRACT	
ADDRESS	
CITY/ZIP	
PHONE	
FAX	
LENGTH OF SERVICE	
OTHER PROVIDED SERVICES	
CURRENT CLIENT OR PAST CLIENT	
NUMBER OF STUDENTS	
NUMBER OF EMPLOYEES	
WEBSITE ADDRESS	

5. COMPANY/SCHOOL DISTRICT NAME

BUSINESS	
CONTRACT	
ADDRESS	
CITY/ZIP	
PHONE	
FAX	
LENGTH OF SERVICE	
OTHER PROVIDED SERVICES	
CURRENT CLIENT OR PAST CLIENT	
NUMBER OF STUDENTS	
NUMBER OF EMPLOYEES	
WEBSITE ADDRESS	

VENDOR RESPONSE FORM

Reminder: Vendors are responsible for checking the District's Purchasing website, <http://purchasing.usd259.org> for any addendums issued regarding this document.

Vendors are responsible for responding to the RFP sections in the same format and layout/arrangement of the original document.

To assist vendors in responding correctly, an electronic file copy of the RFP is available from the above listed website. The content of the file is not to be altered in any way other than the vendor responses being added. If the submitted document form has been altered, the response will not be considered.

Vendors are to respond in the box provided directly below each requirement.

All vendors will be verified against the Excluded Parties List to determine eligibility to receive federal funds.

20.0 System

20.1 Does the system have mobile device capabilities? Describe which modules are viewable on mobile devices, the security for each module, and which support data entry from mobile devices.

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20.2 How much of your product is web based?

20.3 What programming language is used by the system (example .NET, Java or other)

20.4 What web browsers (including versions) does the system support?

20.5 Does the solution support mass/batch import and deletions of records for specified record types, i.e. mass homeroom entry, mass course request entry, mass program assignment? Please include security controls on these imports and deletions.

20.6 Has this solution been developed by your company or are you a reseller?

20.7 Do you offer perpetual licensing?

- a. Do you own all source code rights?
- b. Would you be willing to maintain the most current source codes in a 3rd party repository where they will be available to USD 259?

20.8 Does the system provide change management logging features to highlight customization and update/patch management of the system?

20.9 Does the system allow customer customization and retain those customizations through system upgrades?

20.10 Please describe the process to move code changes from development through test and into production.

20.11 Does the database allow us to have multiple databases under one license?

20.12 Please describe the system upgrade/update maintenance cycle (annually, bi-annually, quarterly, or monthly) and the process to deploy upgrades and patch management.

20.13 What is supported under SIF?

20.14 Do you currently have a system in place at a location similar in size and demographic to USD 259 that can be contacted by USD 259?

20.15 Does the system provide development tools to support user customization and add-ons including reporting by updating data?

20.16 How do you handle multiple school types: Elementary, Middle, High School, Virtual, Program schools, Special Schools, K-8, summer school?

20.17 Does the system allow for transaction rollback to correct transaction errors?

20.18 Is there a year end rollover process? What does it include?

20.19 Do you offer online enrollment? What is included? Can additional screens be defined?

20.20 Do you offer online course selection during pre-enrollment?

20.21 Is there a special module to assist teachers with attendance and grades?

20.22 Does the system offer a CTE (Career Technical Education) module?

20.23 Does the system offer a nursing module?

20.24 Describe your process for master schedule building.

20.25 Is the system capable of data mining and business analysis?

20.26 Does the system offer a transportation module?

20.27 Does the system offer success plans?

20.28 Does the system offer career planning?

20.29 Does the system offer locker management?

20.30 How do you handle fees?

20.31 How does your system maintain HIPAA and FERPA compliance?

21.0 Interfaces

21.1 Do you have a student portal?

21.2 Do you have a parent portal?

- a. Do you offer multiple languages? Please list the languages
- b. Can USD 259 determine what is seen by parents? Is this accomplished by District level for all or done by school site? Can schedules be turned off during enrollment?
- c. Can parents select what they are notified on? (i.e. attendance, grades behaviors)
- d. Can parents select how they are notified? (i.e. phone, email, text)

22.0 State/Federal Reports

22.1 How do you handle current and future state requirements?

- a. Would there be a cost?
- b. Is there a process to request changes or specify how we want to handle changes to current and future requirements?
- c. Are you certified by the State of Kansas?

22.2 Describe how data for the State of Kansas would be extracted for State reporting.

22.3 Can the system provide the necessary interfaces and information for the State special education system (LEAMIS and KanService)?

22.4 Does the system have the ability to provide Office of Civil Right (OCR) files for reporting?

22.5 Can the system provide the necessary interfaces and information for the State disciplinary system (KANDIS)?

23.0 Reporting

23.1 Is ad hoc reporting and queries available?

23.2 Is progress grade reporting available? Is there optional intervals? i.e. weekly, mid-term, every 2 weeks.

23.3 Describe ability to produce transcripts.

23.4 Do you track athletic eligibility per state guidelines?

24.0 Database

24.1 Does the system have the ability to migrate to the newest version of its database and/or programming language, as updates become available to meet current system and security standards?

24.2 What database engine is used? (i.e. Oracle Enterprise, Microsoft SQL Server Enterprise, other)

24.3 Is the database schema published, extensible, able to be queried by tools outside the application, and writeable from tools outside the application?

24.4 Can customers add tables, fields, forms (screens) or reports from customizations?

24.5 Does the database support audit trails for all transactions?

- a. Would audit trails include date/time/user ID and original data values of affected records?
- b. Can USD 259 control what items are audited and have full control to turn off and on?

24.6 Does database store sensitive data in an encrypted format?

24.7 Is the database access controlled by user roles at the field, column, row and table levels?

24.8 What is the maximum number of concurrent users supported?

25.0 System Hardware

25.1 What is the disk space expected to store complete student history for 150,000 students?

25.2 Does the system use archiving for data retention?

25.3 Is the system designed to support OLTP (On line transaction process) and OLAP (On line analytical process) concurrently?

25.4 What web server technologies does the system use (IIS, Apache, etc.)

25.5 Do you have your application running in VMware? Please describe.

25.6 Does the system use farming of application and web servers for scalability?

26.0 Implementation, Migration and Consulting Services

26.1 What consulting service does the vendor offer to support the efforts of migration? Please describe and explain any costs associated.

26.2 Can the system import all historical data from the current eSIS system?

26.3 Does the vendor provide conversion scripts and ensure that data is cleansed and transferred successfully?

27.0 Security

27.1 Is the system able to define levels of security by fields to an unlimited number of roles?

27.2 Can the district restrict access to information categories and fields to district wide, school wide, department wide and by group level?

27.3 How does a user access the system from home?

27.4 Does your solution make use of client side cookies or other type of security? Please describe.

27.5 Does the solution provide password self-service?

27.6 Does the system allow users or selected groups of users to be locked out for administrative maintenance?

27.7 Does the system allow the administrative operator to limit access to the application?

27.8 Is the solution integrated with Active Directory and utilizes Active Directory user groups and policies for security and right management for single sign on?

27.9 Can we set up each parent with their own parent account?

27.10 Does the system have a time out for the application?

27.11 Describe your school security model.

28.0 Technical, Training and Support

28.1 Please define the support structure for application software and organizational support.

- a. What is the escalation process for support?
- b. What is the response time expectation for support?

28.2 Does the vendor provide 24/7 phone and/or email support? If not, please list the hours of support for CST.

28.3 Please define the length of time the vendor support an existing software version when a new version is released. Does the system always support one version back?

28.4 Do you guarantee the same technical support even if the customer is not on the most current release?

28.5 Where are your support sites? How many people are supporting each site? Do they speak and understand the English language?

28.6 Does the vendor provide training on-site at the customer location?
a. Is the onsite training only during implementation?
b. Ongoing?

28.7 Does the vendor provide on-line training?
a. via Webex or videos?
b. Are videos accessible at anytime?
c. Can the videos be modified to meet our specific needs?

28.10 What options are available to train end users?
a. Is train the trainer available?

29.0 COSTS

Total Cost

29.1 Provide and discuss the total proposed price for your student management system with detail breakdown of all costs including but not limited to: software, maintenance, implementation, consulting and training.

29.2 Will your company accept payment by percentage terms, i.e. 50% upon delivery of product, 30% at implementation and 20% at full user acceptance?