



REQUEST FOR PROPOSAL

Purchasing Office
801 Crawford Street • Portsmouth, VA 23704
Phone: (757) 393-8261 • Email: purchasing@pps.k12.va.us

Portsmouth Public Schools hereby seeks sealed proposals for the following:

TITLE: SPECIAL EDUCATION MANAGEMENT SOFTWARE	
RFP#	762-P-1011
ISSUE DATE	August 10, 2010
QUESTIONS DUE	August 19, 2010
CLOSING DATE	September 2, 2010
CLOSING TIME	2:00pm EST
PURCHASING MANAGER	Elizabeth Baum

**Responses may be mailed or delivered to the address listed above.
No response will be accepted after the above listed date and time.
Please include one (1) original and eight (8) copies of your proposal.**


Elizabeth Baum, Purchasing Manager
Department of Purchasing

REQUEST FOR PROPOSAL – COVER SHEET

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Sealed proposals may be mailed or delivered to the Issuing Office listed below. Please provide one (1) original and eight (8) copies of your proposal.

Issuing Office: As the Issuing Office, the following individual, or his/her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance:

Elizabeth Baum, Purchasing Manager
801 Crawford Street, Portsmouth, VA 23704
(757) 393-8261, elizabeth.baum@pps.k12.va.us

Contract Administrator: All service questions, post contract award, shall be communicated through:

Ellen Giordano, Coordinator of Special Education Services
(757) 393-8792, ellen.giordano@pps.k12.va.us

The following section must be executed and signed by an authorized representative of your company and returned as part of your response.

_____ Company Name	_____ Federal ID #
_____ Address	_____ Phone #
_____ City, State, Zip	_____ Fax #
_____ Email Address	_____ D-U-N-S® number
_____ Name of Authorized Signatory	_____ Title
_____ Signature	_____ Virginia State Corporation Commission Number (SCC#)

The signatory hereby certifies that he/she is authorized to sign on behalf of the Offeror and that he/she has carefully examined all conditions of proposal and requirements attached hereto and made a part hereof and hereby submits this proposal pursuant to such instructions and requirements. The Offeror also expressly warrants that the information submitted herein is not the result of an agreement expressed or implied with any other Offeror or Offerors in an attempt to influence or restrict competition.

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I. Background and Purpose

Federal and state special education regulations and procedures require local school divisions to maintain records and data for all students being referred to the special education evaluation, eligibility, and placement process and to compile and submit reports on a routine basis. To assist in meeting these requirements Portsmouth Public Schools (PPS) is seeking proposals for a special education management software system to include referral data, evaluation and eligibility data, IEP development, and training and support services. Detailed requirements are listed in the Scope of Work section.

The system will operate within a secure environment. It must be available to all users 24 hours a day and be flexible enough to quickly accommodate policy changes and reporting requirements. It must be able to interface efficiently and effectively with other electronic systems within the school division to share information and reduce/eliminate redundancy while ensuring the accuracy of stored and reported data.

II. General Terms and Conditions

The conditions set forth herein apply to all Proposals rendered to the School Board of the City of Portsmouth, VA, hereinafter referred to as the School Board. All Offerors are bound by these conditions. Please read these conditions carefully, as they are an integral part of the agreement and contract awarded to the successful Offeror.

A. Procedure:

1. **Discrepancies or Omissions:** In the event an Offeror finds any discrepancies or omissions in the Request for Proposal, or has any doubt as to its meaning, he shall notify the Purchasing Manager, 801 Crawford Street, 3rd Floor, Portsmouth, VA, 23704 at once. If it is found necessary, a written addendum will be sent to each Offeror. All addenda so issued shall become a part of the contract document and will be signed and returned with the Proposal. Requests for such interpretation should be in writing, addressed to the Purchasing Manager not later than five (5) days prior to the date fixed for RFP closing. Oral responses, instructions, or questions do not form any part of the Request for Proposal.
2. **Internet Access:** All bids may be viewed on THE SCHOOL BOARD's website at www.pps.k12.va.us or download from www.demandstar.com or www.eva.virginia.gov
3. **Submission:** The Proposal must be:
 - 1) Sealed and submitted in a plain opaque envelope.
 - 2) Addressed to Purchasing Manager, Portsmouth Public Schools, 801 Crawford Street, 3rd Floor, Portsmouth, Virginia 23704.
 - 3) Clearly marked: The RFP number and closing date stated in the RFP must appear on the envelope.
 - 4) Separated from packages or envelopes containing Proposal samples.
4. **Opening:** Proposals will be opened at the time and date fixed for RFP closing. The name of each Offeror will be read, recorded and posted. Proposal openings will be at 801 Crawford Street, 3rd Floor, Portsmouth, VA 23704. In accordance with the Virginia Public Procurement Act, Section 2.2-4342, the proposals shall be open to public inspection **only after award** of the contract.
5. **Samples:** All samples requested in the proposal must be identified with Offeror's name, our RFP number, item number and delivered to the Purchasing Manager prior to closing date. All samples requested in the proposal must be identified with Offeror's name, our proposal number, item number and delivered to the Purchasing Manager prior to proposal opening. Any samples that may be requested after the proposal opening must be delivered to the Purchasing Manager within five (5) working days of the request. All samples are to be supplied at the Offeror's expense. All samples must be reclaimed within fifteen (15) days after notification in writing except those needed to compare with delivered material or used in testing and evaluation. The School Board will not be responsible for samples that have not been reclaimed after fifteen (15) days of notification.
6. **Corrections:** Any proposal submitted with corrections must have the corrections initialed by the person who signed the proposal.
7. **Proposal Cost:** Proposals are to be submitted in accordance with the Request for Proposal. All costs incurred for proposal preparation shall be the responsibility of the Offeror.
8. **Validity:** All information requested in the Request for Proposal must be completed in order to constitute a valid proposal. The School Board reserves the right to require selected Offerors to make an oral presentation of their proposal.
9. **Deviations:** Any deviations from the specifications must be set forth in the proposal.
10. **Format:** Prices and information required, except for the signature of the Offeror, should be typewritten for legibility. Illegible or vague proposals will be rejected. The signature of the person submitting the proposal must be handwritten.
11. **Brand Names:** The use of a brand name, make or manufacturer within the specifications does not restrict the Offeror solely to that specified. Instead, it serves to convey to the Offeror the style, type, character and quality of the item desired. Any item which the School Board in its sole discretion determines to be equal of that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended shall be accepted. It shall be the responsibility of the Offeror to submit an exact description of the proposed alternate and, if requested, to provide exact samples of the proposed item prior to contract award.
12. **Informed:** In submitting a proposal, the Offeror signifies that he is fully informed as to the extent and character of the supplies, materials, equipment and services necessary to perform this proposal in accordance with all documents constituting the proposal and will comply satisfactorily with the proposal documents.

13. **Prior Inspection:** The Offeror signifies that, when necessary, he has inspected the site on which work shall be done and is aware of all conditions affecting the execution of work contained within the proposal documents.
14. **Taxes and Permits:** The contractor shall pay all sales, consumer, use and other similar taxes for work or portions thereof provided by the contractor which are legally enacted at the time proposals are received, whether or not yet effective. The contractor shall also obtain and pay for all permits necessary to complete the project as indicated in the proposal documents.
15. **Equipment:** Proposals on equipment must be standard new equipment of latest models and in current production.
16. **Electrical Codes:** All regular manufactured stock electrical items must meet all federal, state and local codes.
17. **Charges:** All prices in the proposal shall be for all equipment, materials, supplies (including delivery), labor and any incidental expenses incurred by the Offeror. No other charges may be added.
18. **Ethics:** The Offeror expressly warrants that the information submitted herein is not the result of an agreement or understanding expressed or implied with any other Offeror or Offerors in an attempt to influence or restrict competition.

B. Withdraw of Proposal:

1. Proposals may be withdrawn or modified any time before proposal closing.
2. The Offeror may withdraw his proposal from consideration after proposal opening if an error in price is due solely to a mistake therein, provided the proposal was submitted in good faith and the mistake was a clerical mistake as opposed to a judgment mistake. A clerical mistake is defined as an unintentional arithmetical error or an unintentional omission of a quantity of work, labor or materials made in the compilation of a proposal. The unintentional arithmetical error or unintentional omission must be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the proposal sought to be withdrawn.
3. Withdrawal Procedures:
 - 1) The Offeror shall give notice in writing to the Purchasing Manager, Portsmouth Public Schools, 801 Crawford Street, 3rd Floor, Portsmouth, VA 23704 of his claim of right to withdraw his proposal within two business days after the conclusion of the proposal opening procedure and shall submit original work papers with such notice. Such mistakes shall be proved only from the original work papers, documents and materials delivered as required herein.
 - 2) No proposal may be withdrawn under this section when the result would be the awarding of the contract on another proposal of the same Offeror or of another Offeror in which the ownership of the withdrawing Offeror is more than five percent (5%).
 - 3) No Offeror who is permitted to withdraw a proposal as allowed in sections 16a. and 16b. of this document shall, for compensation, supply any material or labor to, or perform any subcontract or other work agreement for, the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.
 - 4) If the School Board denies the withdrawal of a proposal, it shall notify the Offeror in writing stating the reasons for its decision and award the contract to such Offeror at the proposal price, provided such Offeror is responsible and responsive.

C. Discrimination by contractor:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. The contractor will include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each subcontractor or vendor.

D. Small, Women & Minority-Owned (SWaM) Business:

Portsmouth Public Schools encourages solicitation from Small, Women Owned and Minority business suppliers. Portsmouth Public Schools solicitations and contract awards shall not discriminate against a bidder or Offeror because of race, religion, color, sex, national origin, age, disability or any other basis

prohibited by state law and School Board policy relating to discrimination in employment. Portsmouth Public Schools is committed to ensuring fair consideration of all suppliers in its day-to-day procurement of services, suppliers and construction. Providing the opportunity for a wide-range of suppliers provides a competitive edge in producing high-quality, low cost innovative products and services. Portsmouth Public Schools utilizes the following resources to identify SWaM businesses:

- Virginia Department of Minority Business Enterprise (VDMBE)
- Virginia Minority Supplier Development Council (VMSDC)

E. Drug-Free Workplace:

During the performance of this contract, the contractor agrees to (1) provide a drug-free workplace for the contractor's employees; (2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

F. Contractor Employee Background Certification:

In compliance with the Code of Virginia 22.1-296.1, prior to awarding a contract for the provision of services that require the contractor or his employees to be in the presence of students during regular school hours or during school-sponsored activities, the School Board will require the contractor, and when relevant, any employee who will have direct contact with students to provide certification:

1. that the applicant has not been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child; and
2. whether the applicant has been convicted of a crime of moral turpitude.
3. As a condition of awarding a contract for the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, the School Board shall require the contractor to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Contractor shall not send any employee or agent who is a registered sex offender to any school building or school property. Monthly, the contractor shall check the Sex Offender and Crimes Against Minors Registry to determine if any employee is registered.
4. Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for revocation of the contract to provide such services and, when relevant, the revocation of any license to provide such services. School boards shall not be liable for materially false statements regarding the certifications required by this subsection. This subsection shall not apply to a contractor or his employees providing services to a school division in an emergency or exceptional situation, such as when student health or safety is endangered or when repairs are needed on an urgent basis to ensure that school facilities are safe and habitable, when it is reasonably anticipated that the contractor or his employees will have no direct contact with students.

G. Authorization to Transact Business in the Commonwealth of Virginia

Pursuant to Code of Virginia, section 2.2-4311.2, a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. A bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid the identification number issued to it by the State Corporation Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid a statement describing why the bidder is not required to be so authorized. Any bidder that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the chief executive of a local governing body. Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its

existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

H. Immigration Reform and Control Act of 1986:

Pursuant to Code of Virginia, section 40.1-11.1, Contractor agrees that it does not currently, and shall not during the performance of this contract; knowingly employ an unauthorized alien, as defined in the Federal Immigration Reform and Control Act of 1986.

I. Contract Negotiations and Award:

1. The School Board reserves the right to award a contract on the basis of initial proposals received, without discussion, if it determines, in its sole discretion, that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified and suitable than the others under consideration.
2. The School Board reserves the right to reject any or all proposals and to waive any and all technicalities and informalities.
3. If the proposal exceeds funds available, the School Board may reject all proposals or negotiate with the low Offeror.
4. **Availability of Funds:** The contract resulting from this RFP is subject to the availability of appropriations for the purpose of the contract. For multi-year contracts or contracts with optional renewals, the possibility exists that funds may not be available. If funds are not appropriated in future years for the purpose of this contract, the School Board reserves the right to cancel the contract without penalty.
5. The School Board reserves the right to negotiate with the contractor for any additional work needed, to rebid the additional work, or to perform additional work with own in-house staff whichever is most advantageous to the School Board.
6. The School Board reserves the right to make awards within ninety (90) days after the date of the proposal opening during which period proposals may not be withdrawn unless the Offeror distinctly states in his proposal that acceptance thereof must be made within a shorter specified time.
7. The contract will become effective on the date the School Board notifies an Offeror in writing, (formal contract, purchase order, letter), of its acceptance of the Offeror's proposal.
8. The school system may order changes in the work and the contracted sum shall be adjusted accordingly. All such orders and adjustments shall be in writing. Claims by the contractor for extra cost must be submitted in writing and approved by the authorized representative of the school system named in the proposal before executing any work.
9. When materials, equipment or supplies are rejected, they must be removed by the successful Offeror from School Board property within ten (10) days from notification. Materials, equipment or supplies left longer than ten (10) days will be considered abandoned by the successful Offeror and may be disposed of as if it were School Board property.
10. The successful Offeror shall not assign, transfer, convey, sublet or otherwise dispose of the contract or his right, title, or interest therein or his power to execute such contract, to any other person, company or corporation without the prior written consent of the School Board.

J. Contract Default:

If the successful Offeror fails to perform within the time specified or fails to perform satisfactorily in accordance with the specifications, the School Board may take appropriate action to satisfy the contract. If the contractor cannot respond within the designated time limit, the School Board reserves the right to contract with another source. Any cost incurred in excess of the contract amount may be back charged to the original Offeror. Should the difference be less, the successful Offeror shall have no claim to the difference. Additionally, the original Offeror may be removed from the Bid List.

K. Cooperative Procurement:

Any resultant contract of this solicitation may be extended to any public agency or body in the Commonwealth of Virginia to permit those public agencies or bodies to purchase at contract prices, in accordance with the terms, conditions and specifications of this bid (Code of Virginia Chapter 43, Article 2 §2.2-4304). The successful bidder shall deal directly with each public agency or body in regard to order placement, delivery, invoicing and payment.

Note: Portsmouth Public Schools would in no way be involved in the authorized agency or body purchasing procedure other than to reference Portsmouth Public Schools' bid number. Portsmouth Public Schools shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awarded Contractor.

L. Delivery and Installation:

1. Equipment and supplies shall be stored at the site only on the approval of the School Board and at the successful Offeror's risk.

2. Work shall progress in such a manner as to cause the least inconvenience to the Portsmouth School Board.
3. The successful Offeror shall remove all debris and rubbish resulting from his work.
4. Delivery to Portsmouth Public Schools, as required in the specifications, shall be at the Offeror's expense.
5. A delivery receipt fully describing the order shall be furnished at time of delivery. The delivery receipt shall cite the purchase order number. Goods will not be accepted without a delivery receipt which contains the purchase order number.
6. Partial orders will be accepted and payment processed providing the order is identified with a delivery receipt containing the purchase order number.
7. All discrepancies will be clearly marked on the delivery receipt and/or purchase order and the Offeror will be notified of discrepancies.

M. Invoice/Payment:

1. Invoices shall be sent to the Portsmouth School Board, P.O. Box 998, Portsmouth, VA 23705. Invoices shall cite the purchase order number. The School Board reserves the right to return incorrect invoices, including invoices not citing the purchase order number, to the contractor for correction. Payment terms shall be net 30 days from receipt of goods and/or services of invoice, whichever is later.
2. Within seven (7) days after receipt of payment, the contractor will:
 - 1) Pay any subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor; or
 - 2) Notify the School Board and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
3. The contractor is obligated to pay interest to any subcontractor on all amounts owed by the contractor that remain unpaid after seven (7) days following receipt by the contractor of payment from the School Board, except for amounts withheld in accordance with paragraph 2 above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.
4. The contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements of paragraphs 2 and 3 above with respect to each lower-tier subcontractor.

N. Guarantee-Warranty:

1. The successful Offeror shall supply quality goods to the Portsmouth School Board which are guaranteed against defect or faulty material or workmanship for a minimum period of one year or the duration of product warranty, whichever is longer. All goods shall be warranted by the Offeror as appropriate to each item specified.
2. Any merchandise provided under the contract which becomes defective during the warranty period shall be corrected or replaced to the satisfaction of the School Board by the successful Offeror free of charge with the specific understanding that all replacements shall carry the same guarantee as the original material. The successful Offeror shall make any such replacement immediately upon receiving notice from the School Board.
3. The successful Offeror guarantees to furnish adequate protection from damage for all work and repair damages of any kind to the building or equipment, to his own work or to the work of other workmen for which he or his workmen are responsible.

O. Insurance:

Prior to undertaking performance of the contract, the contractor shall furnish certification in a form acceptable to the School Board that the contractor possesses a valid liability insurance policy issued by an insurance company licensed to do business in Virginia with effective dates and limits of liability as required by the School Board. This certification shall insure the contractor's legal liability for injury to or destruction of property (real or personal) and bodily injury or death caused in whole or part by any act of omission of the contractor, the contractor's subcontractors and the agents and employees of either, occasioned directly or indirectly in the performance of the contract. The School Board shall be named as an additional insured on every such policy and proof thereof shall be provided to the School Board.

P. Indemnification:

The contractor agrees to indemnify and save harmless the School Board, from and against all claims, damages, losses, judgments and expenses (including attorney's fees) arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense:

1. is attributable to bodily injury, sickness, disease or death or to injury or destruction of property (real or personal) including loss of use resulting there from, and

2. is also caused in whole or in part by any act or omission of the contractor, any subcontractor, anyone directly or indirectly employed or controlled by any one of them regardless of whether or not said claims, damage, loss or expense is caused in part by the School Board.
3. In any or all claims against the School Board or any of its agents or employees by any employee of the contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any one or more of them may be liable, the indemnification obligation of the contractor hereunder shall not be limited in any way on the amount or type of damages, compensation or benefits payable by or for the contractor of any subcontractor under the Workman's Compensation Act, or any disability benefit acts or any other employee benefit act of the Commonwealth of Virginia.

Q. Bonding:

1. **Bid Bond:** All total price proposals in excess of one hundred thousand dollars (\$100,000) shall be required to furnish a bid bond at the time of the bid closing. Bid bond may be in the form of a bond issued by a surety company licensed to do business within the Commonwealth of Virginia or a certified check payable to the School Board of the City of Portsmouth. Bid bond will be for five percent (5%) of the amount bid. Failure to provide the bid bond will disqualify the bidder from consideration.
2. **Performance Bond and Labor and Material Payment Bond**
 - 1) All jobs estimated in excess of one hundred thousand dollars (\$100,000) shall require a Performance Bond prior to commencing work.
 - 2) Upon written notice to proceed, the successful bidder will provide to the School Board a properly executed Performance Bond. The bond will cover the contract amount for one year beyond the date of substantial completion.
 - 3) The School Board reserves the right to examine and approve the bond before completing the contract. Cost of obtaining said bond shall be the responsibility of the contractor.

R. Qualifications of Offerors:

The School Board may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the School Board all such information and data for this purpose as may be requested. The School Board reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The School Board further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the School Board that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods stated herein.

S. Licenses and Certification:

1. Each contractor should make himself aware of the Portsmouth codes and regulations relevant to required licenses and permits and shall be in compliance with said codes and regulations.
2. The School Board and any consultant acting for the School Board are not responsible for any contractor's licensing or patent infringements.
3. All contractors and subcontractors shall have a valid State Contractor's License, as applicable for the scope and classification of the job to be performed by each contractor or subcontractor. The contractor shall provide his contractor's license number on the proposal form and submit a copy of his license with the proposal form. The contractor shall provide copies of the subcontractors' licenses after proposal opening.

III. Special Terms and Conditions

A. Contract Term:

The contract shall begin on date of contract award and be in effect until the software is fully implemented and turned over to PPS for its full intended use, estimated to be September 2011. The annual maintenance and support contract will then begin and will remain in effect for one year. The maintenance and support contract will automatically renew for nine (9) additional one (1) year periods unless terminated by either party. Either party may terminate this contract at the end of the first contract year, or at the end of any subsequent year by giving the other party sixty (60) days written notice.

B. Failure to Deliver:

Failure to comply with the terms and conditions of this solicitation or to deliver goods and/or services identified in the solicitation and resulting contract as negotiated will be considered default of the contract award. Should the contractor fail to deliver an order at the time specified, or should the contractor fail to make timely replacement of rejected items when so requested, the School Board may purchase items/services of comparable quality in the open market to replace the rejected or undelivered items/services. The contractor shall reimburse the School Board for all costs above the contract price when purchases are made in the open market.

C. Contact with the School Board's Staff, Representatives and/or Agents:

Direct contact with the School Board's staff, representatives and/or agents other than Purchasing staff on the subject of this RFP or any subject related to this RFP is expressly prohibited except with the prior knowledge and permission of the Purchasing Manager. All questions prior to the awarding of this contract shall be made to the Issuing Office.

D. Offerors of Record:

Offerors receiving a copy of this RFP from a source other than the Purchasing Office via www.demandstar.com must contact the Purchasing Office and provide the Offeror's name, address, contact person, telephone and fax numbers and the RFP number. Offeror will be added to the Demand Star planholders' list and will receive notification of any addenda to this RFP.

E. Questions and Addenda:

Any/all questions regarding this RFP shall be made in writing to the Issuing Office no later than August 19, 2010. Changes or modifications to this RFP made prior to the date and time of closing will be addressed by addenda from the Issuing Office. Offerors are to acknowledge receipt of addenda by signing and returning addenda documents along with the Offeror's proposal. Oral communications are not a part of the proposal documents. This RFP and any addenda shall be incorporated, by reference, into any resulting contract.

Offeror is responsible for checking the www.demandstar.com Web site or contacting the Issuing Office prior to proposal closing to secure any addenda issued for this RFP.

F. RFP Closing:

Offeror shall ensure its proposal is time stamped by the Issuing Office no later than the closing date and time shown on the cover of this RFP. Proposals received after the specified date and time (ex: time stamped 2:01 or later) will not be considered and will be returned to the Offeror unopened.

G. Notice of Award:

Any contract resulting from this RFP will be publicly posted for inspection in the Purchasing Office, 801 Crawford Street, 3rd Floor, Portsmouth, VA 23704.

H. Cost of Responding:

This solicitation does not commit the School Board to pay any costs incurred by the Offeror of any other party in the preparation and/or submission of proposal or in making necessary studies or designs for the preparation thereof, nor is the School Board obligated to procure or contract for such services.

IV. Supplemental Terms and Conditions - American Recovery and Reinvestment Act of 2009

A. General

This Contract is governed by the provisions of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (the "Recovery Act") and Federal Regulations and other guidance from the federal government implementing the Recovery Act (collectively, "Recovery Act Requirements"), and the Contractor agrees that it will comply with all Recovery Act Requirements applicable to this contract. In the event of a conflict between the terms of this Contract and the Recovery Act Requirements, the provisions of the Recovery Act Requirements shall be controlling. The Contractor acknowledges that these Terms and Conditions may require changes due to future revisions of the Recovery Act Requirements, and Contractor agrees that it will abide by any such changes upon receipt of written notification from the Commonwealth or any Commonwealth agency of such changes. Such changes will become a material part of the Contract without the necessity of either party executing an amendment to this contract. Contractor also agrees that it will provide all information and documentation required by the Commonwealth in order to comply with the Recovery Act Requirements.

B. D-U-N-S® number

All Contractors are required to provide the Commonwealth of Virginia or the contracting agency with their unique Dun & Bradstreet Data Universal Numbering System D-U-N-S® number prior to award.

C. Executive compensation

The Contractor and each of its subcontractors shall provide to the Commonwealth or the contracting agency the names and total compensation of their five most highly compensated officers if:

(A) the Contractor or subcontractor in its preceding fiscal year received

- (1) 80 percent or more of its annual gross revenues in Federal awards; and
- (2) \$25,000,000 or more in annual gross revenues from Federal awards; and

(B) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (26 USC § 6104).

"Total compensation" means the cash and noncash dollar value earned by the executives during the Contractor's or subcontractor's past fiscal year of the following:

- (1) Salary and bonus.
- (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (revised 2004)(FAS 123R)Share Based Payments.
- (3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (5) Above-market earnings on deferred compensation which are not tax qualified.
- (6) Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

The Contractor and its subcontractors shall provide the required information below or write "NA" if not applicable. The Contractor's or subcontractor's fiscal year began on _____ and ended on _____.

NAMES TOTAL COMPENSATION

D. Job creation and retention

The Contractor shall provide to the Commonwealth or the contracting agency an estimate of the number of new positions created and filled, positions retained, or previously existing unfilled positions that are filled or retained

as a result of this Contract. The estimated number shall be expressed as full-time equivalent (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the Contractor. The Contractor shall update the information regarding jobs creation and retention on a quarterly basis, and shall provide each updated report to the Commonwealth no later than ten business days before the end of each calendar quarter.

The Contractor shall provide a brief description of the types of jobs created or jobs retained in the United States and outlying areas. This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs provided the terms are widely understood and describe the general nature of the work.

DESCRIPTION OF THE TYPES OF JOBS CREATED OR RETAINED

E. Auditing

The Contractor shall retain all books, records, and other documents to this contract for five (5) years after final payment. Section 902 of the American Recovery and Reinvestment Act of 2009 provides the U.S. Comptroller General and his representatives with the authority to:

- (A) examine any records of the Contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or any subcontract; and
- (B) interview any officer or employee of the Contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the Recovery Act with respect to this contract, which is funded with funds made available under the Recovery Act. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Additionally, Section 1515(a) of the Recovery Act provides authority for any representatives of an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 to examine any records or interview any employee or officers of the Contractor or its subcontractors working on this contract. The Contractor is advised that any representatives of an appropriate Inspector General appointed under Section 3 or 8G of the Inspector General Act of 1978 have the authority to examine any record and interview any employee or officer of the Contractor, its subcontractors or other firms working on this contract. This right of examination shall also include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

The Commonwealth's contracting officer and other representatives of the Commonwealth shall have, in addition to any other audit or inspection rights in this contract, all the audit and inspection rights contained in this section.

F. Job posting requirements

Contractor shall use the Virginia Workforce Connection (VWC) for the recruitment of direct jobs created by ARRA through this contract in accordance with the following provisions:

- (A) The Contractor shall use VWC to post all direct jobs available. Instruction for posting jobs is located on the VWC website: www.vawc.vec.virginia.gov. Assistance is available from the Virginia Employment Commission (VEC) by phone on (804)225-3116 or by email at StimulusJobs@vec.virginia.gov.
- (B) For the purposes of this requirement, "direct jobs" means those jobs funded fifty percent or more by ARRA project funds.
- (C) Posting through VWC is not required when Contractor intends to fill the job opening created by ARRA funding with a present employee, a laid-off former employee or a job candidate from a previous recruitment.
- (D) This requirement is not intended to prevent Contractor from also seeking needed employees by other means including industry specific employment programs.
- (E) This job posting requirement does not fulfill any ARRA reporting responsibility pertaining to jobs created or retained as otherwise required under the terms and conditions of this contract, those contained in ARRA, or other Contractor reporting required by the Federal Government or the Commonwealth of Virginia.

G. Protecting state and local government and contractor whistleblowers

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee believes is evidence of:

- gross mismanagement of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

Order the employer to take affirmative action to abate the reprisal.

Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.

Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.)

H. Subcontractor flow-down requirements

Contractor agrees that it shall include these supplemental terms and conditions, including this requirement, in any of its subcontracts in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

I. Reporting requirements

Pursuant to Section 1512 of the ARRA, state agencies receiving ARRA funds must submit a report to the federal government containing information on the use of ARRA funds no later than ten (10) calendar days after the end of each calendar quarter. Accordingly, Contractor agrees to provide the Commonwealth of Virginia with such information, no later than five (5) calendar days after the end of each calendar quarter, as is required by the Commonwealth of Virginia to comply with ARRA reporting requirements. Section 1512 of ARRA, its implementing regulations (2 CFR § 176.50), guidance provided by the White House Office of Management and Budget and the terms of the ARRA grant that provides funds for this contract provide guidance on what information must be reported.

V. Scope of Work

The Office of Special Education Services of Portsmouth Public Schools (PPS) is seeking proposals for a special education management software system to include training and support services. The system will be used to assist PPS in maintaining compliance with federal, state and local special education regulations and procedures. The system must be flexible enough to adjust for changes in regulations and procedures that occur from time to time.

A. Functional Requirements

1. Design Individualized Education Plans (IEPs) using the Virginia Department of Education (VDOE) sample elementary and transition IEP forms with additional pages as may be made necessary from time to time due to changes in VDOE policy concerning the content of an IEP.
2. Create IEPs online in a collaborative manner. More than one (1) authorized user can access and edit the same student's record at the same time.
3. Provide and maintain comprehensive built in and ad hoc reporting and listing capabilities supporting VDOE requirements including those listed in Virginia's State Performance Plan (SPP). The SPP can be found online at http://www.doe.virginia.gov/special_ed/reports_plans_stats/state_performance_plan/2010_revision.pdf.

Examples of reporting requirements include but are not limited to:

- IEP Status Report
 - IEP's Due during a specified time
 - % of Time receiving Special Ed by Primary, Secondary and Tertiary Disability
 - % of Time in a Regular Classroom Setting
 - Child Study Report
 - Caseload Report
 - Exit Report
 - Diploma Status Report
 - Referral Data
 - Evaluation Status Report
 - Initial Eligibility Report
 - Reports for each special ed indicator in the SPP
 - Class List by School
 - Class List by Teacher
 - Class List by Itinerant Provider
 - Transfer into System during a specified time
 - September 30 Child Count
 - December 1 Child Count
 - Child Count by Age
 - Disability Total by Age
 - Disability Total by School
4. Provide a library of letters, invitations, notices, meeting minutes, forms and other documents that are aligned with the Virginia special education requirements and which include the ability to edit select electronic letterheads and upload documents. For examples see VDOE Sample Eligibility Forms online at http://www.doe.virginia.gov/special_ed/disabilities/sample_eligibility_forms.doc.
 5. Provide the ability to validate an IEP prior to finalizing the document to ensure that all fields have been completed and flagged for missing data.
 6. Provide the ability to notify responsible personnel of upcoming tasks and to track tasks and timelines to ensure compliance with applicable regulations.
 7. Provide the ability to limit access or to view or add/change data based on a user's role in the IEP process including the ability to track changes to the system done by individual users.

8. Provide the capability to synchronize student and parent/guardian demographic, school enrollment, school providing special education services and special ed teacher assignment data from the division student information system to the special education management system.
9. Provide the ability to access an intervention selection and tracking system (Response to Intervention).
10. Provide the ability to administer Medicaid billing.

B. System Requirements

1. Provide a district-wide database of all special education related information that is updated in real time and exist in such a manner that is easily transferable to the VDOE reporting system.
2. The system shall be web based. Authorized staff must be able to access the system from outside of a school building without limitations on functionality and with no installation of any special software.
3. The database is School Interoperability Framework (SIF) compliant with functioning agent.
4. System utilizes a single Microsoft Sequel database, version 2005 or earlier.
5. System can utilize Microsoft Active Directory for authentication.
6. System must import all data from the current system (Clarity by Tranquility Systems) to prevent loss of historical information.

C. Additional Requirements

1. Provide onsite training to teachers and administrative staff specific to their tasks.
2. Provide ongoing support to include software maintenance and updates and VDOE recommended changes to special education forms.

IV. Submittal Requirements

Proposals should be as thorough and detailed as possible so that the School Board may properly evaluate the Offeror's capabilities to provide the required services/products. **Please include one (1) original and eight (8) copies of your proposal.** Proposals shall be submitted on 8 ½" x 11" paper and prepared simply and concisely. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. Each Offeror's proposal shall include the following sections:

Each Offeror's proposal shall include the following indexed sections, with each tab clearly labeled and in this order:

TAB 1 - Qualifications/Ability to Perform/References: The Offeror shall indicate the expertise of the firm relative to the Scope of Work and specific requirements contained in this RFP. Sufficient detail shall be provided to demonstrate the Offeror's understanding, ability and/or willingness to satisfy all specified requirements. The Offeror shall also include a minimum of three (3) school systems of the same size and scope for whom the Offeror has provided these services/products within the last five (5) years. Include the dates when service/product was provided, period of performance, business name, address, and name and telephone number of the contract administrator. Responses must include the size and scope of service/product provided.

TAB 2 - Approach to Scope of Work: Offeror must submit an itemized response to all requirements listed in the Scope of Work. Offeror shall also indicate any additional features or functions that are included in the proposed software.

TAB 3 - Implementation Plan (Your Methodology) and Timeline: Offeror shall provide a proposed implementation plan and timeline and/or examples of past implementation plans. This should include examples of how their product integrates with disparate systems, for example: Pearson's PowerSchool (Student Information System) and Microsoft's Active Directory (for Authentication).

TAB 4 – Adaptability: Offeror shall provide a narrative and/or examples of how your system can adapt to ongoing changes to forms and reporting requirements as mandated by federal, state and local education agencies.

TAB 5 - Proposed Cost: Offeror is to provide cost of the system, broken down into the following categories:

- 1) Licensing – split out by modules (if applicable)
- 2) Training – on-site, computer based and/or webinar
- 3) Implementation (ETL tool set)
 - a. Integration
 - b. Set-up
- 4) Cost for Customization
- 5) Ongoing Maintenance Fees

Offeror shall also provide any additional pricing information or alternative pricing structures offered. Prices will be subject to negotiation.

V. Selection Process and Award

A. Evaluation and Award Criteria:

1. Qualifications & Experience - 10%
2. Capability to Perform Scope of Work - 30%
3. Ease of Implementation and Integration/Timeline - 15%
4. Flexibility of the System to Adapt to Changing Policy - 15%
5. Cost - 30%

B. Estimated Timeline

This timeline is provided as a general guideline to Offerors and is an estimate only. PPS reserves the right to adjust this timeline at any time.

August 10, 2010 – RFP Issued
August 19, 2010 – RFP Questions Due
August 26, 2010 – Addendum Issued to Answer Questions
September 2, 2010 – RFP Closes
October 4-15, 2010 – Interviews and Demos
December 10, 2010 – Award
September 2011 – Go Live

C. Award of Contract

Selection shall be made of the two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors identified above. Negotiations shall be conducted with the Offeror(s) selected. Costs shall be considered but need not be the sole determining factor. After negotiations have been conducted with each Offeror selected, the School Board shall select the Offeror which in its opinion, has made the best proposal and shall award the contract to the Offeror. The School Board may cancel the RFP, reject proposals or any portion thereof at any time prior to award and is not required to furnish a statement of the reason of the reason why a particular proposal was not deemed to be the most advantageous. (Section 2.2-4359D, Code of Virginia) Should the School Board determine in writing and in its sole discretion that one Offeror is clearly more highly qualified than the others under consideration; a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the Contractor's proposal as negotiated. The School Board will not sign any Offeror contract.

VI. List of Appendices

A. Contractor Employee Background

B. Insurance Specifications

APPENDIX A

CONTRACTOR EMPLOYEE BACKGROUND CERTIFICATION

I certify that the applicant firm is in compliance with the *Code of Virginia § 22.1-296.1*, regarding providing certification from the company and any employee that will come in direct contact with students, for the provision of services under this contract.

I certify that the applicant firm and any of its employees, that will come in direct contact with students, have (i) never been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; nor (ii) convicted of a crime of moral turpitude.

BY: _____ (SIGNATURE)
 _____ (PRINTED NAME)
 _____ COMPANY
 _____ BUSINESS ADDRESS

 _____ DATE

Employee Certifications (Employees that will come in direct contact with students)

I certify that I have (i) never been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; nor (ii) convicted of a crime of moral turpitude.

Printed Name	Signature

(Attach certification sheets as necessary)

APPENDIX B

INSURANCE SPECIFICATIONS

The Offeror shall carry Liability Insurance in the amount specified below; including the contractual liability assumed by the Offeror and shall deliver Certificate of Insurance from carriers acceptable to the owner specifying such limits. The School Board shall be named as an additional insured on each such certificate of insurance. The verbiage on the Certificate of Liability Insurance must state in the Description of Operations box, "Portsmouth Public Schools is an additional insured."

1. Workmen's Compensation and Employer's Liability

Coverage A – Statutory Requirements
Coverage B - \$100,000 per Occurrence
Coverage C - \$100,000 Accident and/or Disease
All States Endorsement

2. Automobile Liability, including Owned, Non-owned and Hired Car Coverage

Limits of Liability

Bodily Injury	\$500,000 each person
	\$500,000 each occurrence
Property Damage	\$500,000 each occurrence

Including –

- A. Completed Operations/Products
- B. Contractual Liability for Specified Agreement
- C. Personal Injury
- D. (XCU) Explosion, Collapse and Underground Coverage
- E. Broad Form Property Damage

NOTE 1: To satisfy the requirements of 2-D above, the classification code numbers appearing on the Comprehensive General Liability coverage parts shall not include the symbols "XCU."

NOTE 2: Property Insurance: The Offeror shall purchase and maintain property insurance upon the entire work at the site and such materials and equipment as are stored at the site or at an agreed upon location to the full insurable value thereof. This insurance shall include the interests of the Owner, the Offeror and subofferors in the work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief.