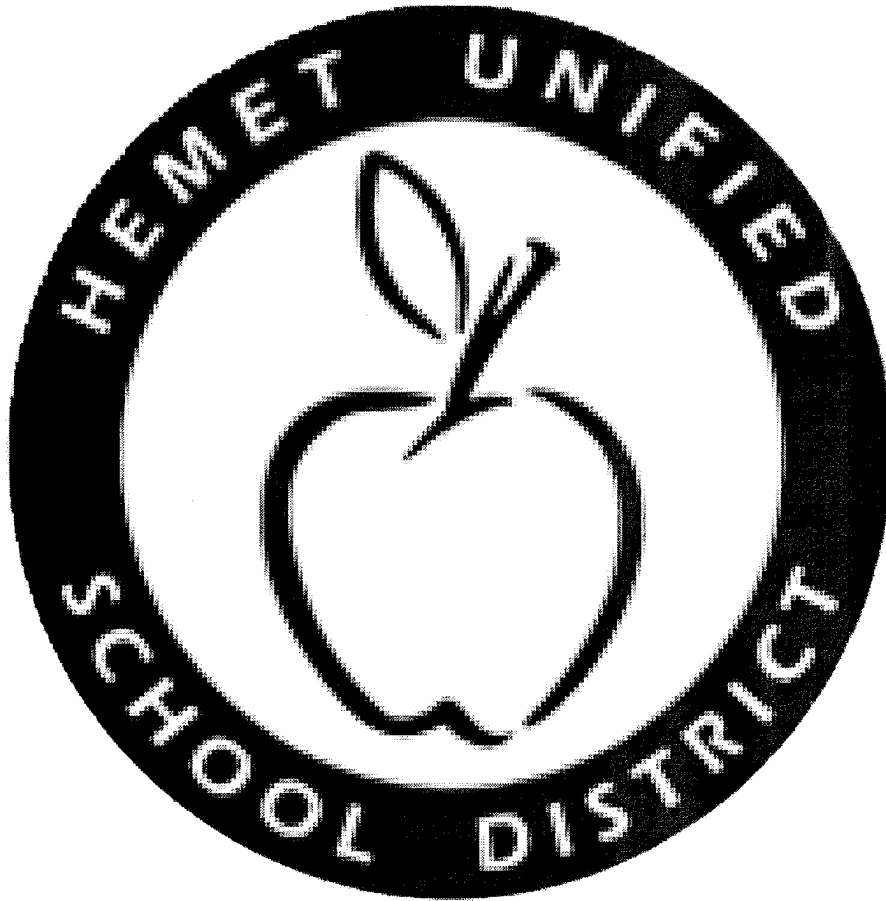


**HEMET UNIFIED SCHOOL DISTRICT
STUDENT INFORMATION SYSTEM
SOFTWARE AND SERVICES
RFP NUMBER 2008/09-0402**



**HEMET UNIFIED SCHOOL DISTRICT
1791 WEST ACACIA AVE.
HEMET, CA. 92545**

PROPOSAL DUE DATE

APRIL 22 2009 AT 10:00:00 A.M.

Submit PROPOSAL To:

Donald Rosales
Director of Purchasing and Warehouse
Hemet Unified School District
1791 W. Acacia Ave.
Hemet, Ca. 92543
951-765-5100 X5600

REQUEST FOR PROPOSAL
(THIS IS NOT AN ORDER)

PROJECT: STUDENT INFORMATION SYSTEM SOFTWARE AND SERVICES

BID: 2008/09-0402

DUE: WEDNESDAY APRIL 22, 2009

TIME: 10:00.00 A.M.

Page 1

The Governing Board of the Hemet Unified School District, 1791 W. Acacia Ave., Hemet, Ca. 92545, will receive sealed proposals on or before Wednesday, April 22, 2009, at 10:00:00 A.M. per the following specifications. Before submitting a bid, the Bidder should read the Specifications and Form Agreement. Bidder is required to fully acquaint themselves with the conditions under which the work should have to be done.

Bids to be considered must be:

Returned in a sealed envelope, clearly marked with Vendor Name, Address, Date and Time Due, and Bid Number. Addressed to the Director of Purchasing and Warehouse, Hemet Unified School District, 1791 W. Acacia Ave., Hemet, Ca. 92545. Filed in the office of the Purchasing Department **on or before the date and time designated.**

Note: an original and two copies of the bid must be submitted signed, sealed in an envelope, and showing the bidder's name, description of the bid, bid number and opening date. All bids that are submitted without an original bid will be rejected. All bids received after the date and/or time due will be returned to the vendor unopened.

The District reserves the right to reject any and all bids, and to waive any informalities or irregularities in the proposal or proposal process.

HEMET UNIFIED SCHOOL DISTRICT

1791 West Acacia Ave.
Hemet, Ca. 92545-3637

NOTICE TO VENDORS CALLING FOR PROPOSALS STUDENT INFORMATION SYSTEM SOFTWARE AND SERVICES RFP #: 2008/09-0402

NOTICE IS HEREBY GIVEN that the Hemet Unified School District of Riverside County, State of California, acting by and through its Governing Board, hereafter referred to as the "District", will receive up to, but not later than 10:00:00 A.M., on April 22, 2009, sealed bids for the award of a - STUDENT INFORMATION SYSTEM SOFTWARE AND SERVICES

Bids shall be received at: Purchasing Department
Hemet Unified School District
1791 W. Acacia Ave.
Hemet, Ca. 92545-3637

Bids shall be opened and publicly read aloud at the above stated time and place.

Each bid must conform and be responsive to the Contract Documents, which are on file for examination at the District Administrative Offices. Contractors, who are desirous of securing bids, may do so, subject to certain conditions, hereinafter stated, from the Purchasing Department, Hemet Unified School District.

The School District reserves the right to accept or reject any and all bids and to waive any irregularities or informalities in the bids or in the bidding process. The cost of preparing the proposal packet is the responsibility of the vendor and will not be reimbursed by the District.

No bidders may withdraw their bid for a period of One Hundred Eighty (180) days after the date set for the opening of bids or after approval by the Hemet Unified School District Governing Board.

BY ORDER OF THE GOVERNING BOARD
Donald Rosales
Director of Purchasing
Hemet Unified School District

Publish: April 10 and April 17, 2009

GENERAL INFORMATION

DISTRICT PROFILE

Hemet Unified School District covers one of the largest geographic areas of any district in California. It covers over 700 square miles of very diverse topography; from valley flatlands, to foothills, to mountains. We currently have an enrollment of 22,869 students. Preschool centers at eight school locations, twelve elementary schools (K-5), three elementary/middle schools (K-8), four middle schools (6-8), four comprehensive high schools (9-12), one continuation high school (9-12), a vocational education focused charter school, an Adult Education Center, Independent Study Programs, a Home School Program, and a self-paced on-line instruction program offer a wide variety of learning opportunities for students of all ages. (See Appendix A – HUSD Facilities for detailed information).

INTENT/PURPOSE

This Request for Proposal (RFP) has been prepared by the Hemet Unified School District to inform vendors as to the current situation and future needs of the school district regarding our student information systems. Currently, we are using NCS Pearson SASIxp (LAN to LAN) version 10.02 to support our student information needs.

With this RFP, we are requesting proposals from vendors regarding their software solution for a student information system that takes full advantages of current technologies and utilizes a Graphical User Interface for presentation screens that will work in an LDAP environment. The vendor is also asked to recommend the hardware necessary to support the software solution as well as provide a complete solution for ZIS/SIF implementation.

The District recognizes the importance of the standards being developed by the California School Information Services (CSIS) and the availability of funds for such implementation. Therefore, only Student Information System software companies who currently has a 100 percent CSIS compliant Student Information Systems will be invited to participate in this process. In addition, due to the limited amount of resources available to the District, only software companies that are currently on the Ed-Tech Voucher approved vendor list for Student Information System Software, Services and Professional Development will be invited to participate in this process. Entities with custom-developed software solutions will not be invited to participate in this process. A custom-developed software solution is defined by the vendor designation of "Custom" on the CSIS Local Education Agency Projects web site, <http://www.csis.k1.ca.us/project-management/local-projects>.

ZIS/SIF implementation. Indicate the discounted prices specific to the Hemet Unified School District. Indicate pricing for any “basic” packages as well as “optional” packages. Do not provide list prices. Include sales tax using the new sales tax percentage.

Proposal must be a turnkey solution with a centralized database Student Information System using MSSQL or Oracle Database.

Include 40 days worth of staff, technical and train-the trainer training. Please separate cost for travel, lodging and meals, if applicable. Hemet USD reserves the right to make adjustments on how to use the training days to best fit our needs.

Include the number of reports out of the box and any additional cost for additional reports, if applicable.

Include the initial licensing fee along with annual maintenance fee for software and support. The annual maintenance fee must include all software patches and upgrades. Include cost for the source code, if applicable.

Include cost to map and convert data from SASI3 and SASIXP to the proposed solution for all sites listed on Appendix A.

Project Management, Quality Control, Reporting, Preparation, Analysis, Design and Build/Test are some of the methodologies that must be included in the deployment process along with all SIS modules. The SIS modules must include, but not limited to, Attendance, Discipline, Grading, Grade Reporting, Course History, Health, Parent/Student/Teacher, Scheduling, Special Education, Student Demographics Information, Testing and Test History. Please include pricing for any optional modules.

It is required that pricing for each software packages and services have line item pricing with the appropriate sales tax. Do not bundle in multiple software packages and services with one price line.

All vendors must provide a listing of their current California based K-12 School District clients, with ADA and date of implementation. Vendors must have a minimum of five (5) California based K-12 school district clients with an average daily attendance over 18,000 to be considered.

The following questions must be responded to by the vendor on separate sheets provided by the vendor. Vendors must provide as much detail and information to fully explain their products and the services provided. After opening the proposals, the District will review all information submitted, including pricing, and make a determination as to what vendor will proceed to the next level of negotiations with the District.

QUESTIONS

- 1) Describe the steps your company is taking to keep your software fully CSIS compliant/capable. Describe your company's commitment to the continued implementation and support of the CSIS/CALPADS/CALTIDES project. Also, describe your company's commitment to the SIF standards.
- 2) Describe if your product is completely web based, Client-Server, centralized database, de-centralized database, what type of database software, and is it supported in both Novell and Microsoft environment. Describe any pertinent information if there is a difference in functionality between a Novell or Microsoft network environment.
- 3) Describe your customer service structure. Can anyone at a District call in a trouble ticket or is it limited to certain district staff? Do you provide remote access support? If applicable, describe your maintenance contract levels. Include escalation process, billable calls versus non-billable calls. Provide a hierarchy of your company from the helpdesk to the CEO.
- 4) Please describe the recommended (not minimum) hardware and software requirements for your proposed solution for the following:
 - District Server(s) (including Network Operating System):
 - Microsoft Windows Base Workstation:
 - Database:
 - LAN:
 - WAN:
 - Hardware for report card and progress report folder, if applicable:
 - Hardware for scanning bubble sheets, if applicable:
- 5) Do you currently have or have plans on providing online tutoring and online course registration? If so, please describe, list the cost per module and the estimated date of implementation.
- 7) How does your software patches or upgrades applied, automatically or manually? Is there downtime on either? Do your patches or upgrades delete any customized settings?

- 8) The district is looking for a well-managed turnkey solution. Please provide a complete implementation methodology assuming we start the process as early as June 1, 2009 and deployment date of June 1, 2010.
- 9) Does your software support pre-school, alternative education and adult education environment? If so, please describe.
- 10) Does your software allow for report/import/export customization? If so, please describe.
- 11) Does your software have a built in grading module for elementary and secondary grades? If so, please describe.
- 12) Does your software have auto notification of add/delete of students for site staff if student is EL or Special Ed? Please explain.
- 13) Does your software provide seating charts for teachers?
- 14) Does your software have a parent/teacher/student module? If so, please describe.

APPENDIX A

HEMET USD STUDENT ENROLLMENT

Campus	Enrollment
1) Hemet High School (9-12)	2418
2) West Valley High School (9-12)	2162
3) Tahquitz High School (9-12)	1196
4) Hamilton High School (9-12)	398
5) HAAAT Charter School (9-12)	170
6) Advance Path Academy (11-12)	148
7) Helen Hunt Jackson (9-12)	513
8) Alessandro High School (11-12)	349
9) HELP Center (6-12)	71
10) Acacia Middle School (6-8)	1176
11) Dartmouth Middle School (6-8)	1000
12) Diamond Valley Middle School (6-8)	1279
13) Rancho Viejo Middle School (6-8)	1347
14) Bautista Creek Elementary (K-5)	924
15) Cawston ES (K-5)	874
16) Cottonwood (K-8)	270
17) Family Tree (K-8)	203
18) Fruitvale ES (K-5)	933
19) Hamilton (K-8)	556
20) Harmony ES (K-5)	712
21) Hemet ES (K-5)	659
22) Idyllwild (K-8)	327
23) Jacob Weins (K-5)	676
24) Little Lake ES (K-5)	769
25) McSweeney ES (K-5)	738
26) Ramona ES (K-5)	761
27) Valle Vista ES (K-5)	700
28) Whittier ES (K-5)	911
29) Winchester (K-5)	629
30) Hemet Adult Education	1134

Evaluation Tool and Selection Process

In order to select a Student Information System that will meet the needs of the District over the next ten years, the District will evaluate the proposed systems based on the following functional areas:

- Attendance
- Discipline
- District Integration and Technical Issues
- Grading, Grade Reporting, and Course History
- Health
- Parent Access
- Scheduling
- Special Education
- Special Programs (GATE, ELD, Alternative Ed.)
- Student Demographic Information
- Testing and Test History

The District will develop a questionnaire for each of these areas that will address the District's needs and the desired features in a new SIS. The District will assemble a team of individuals from each of the above areas to evaluate the overall SIS package. These representatives will work with other District experts in each of the areas to develop an effective evaluation tool for that specific area.

Evaluation Tool

Attendance

1. The system must allow the user to optionally record absences and tardies by period or by day.
2. The system allows the user to optionally record absences and tardies by class. If a student drops a class and adds a new class for the same period, attendance is reported only for that class in which the student is enrolled.
3. The system provides for specialized teacher access that allows a teacher to access attendance for only those classes taught by that teacher.
4. The system must allow attendance, both absences and tardies, to be entered by mouse or keyboard on class or student screens, by mass entry, and by optical scanner.
5. The system allows the user the ability to update attendance activity with a variety of user-defined absence/tardy reason codes.
6. Reason codes should basically be unlimited and defined in a user defined table by the District.
7. Each reason code should indicate if the absence is excused or unexcused for reporting.
8. Each reason code should include a weight for calculating letter notification to parents.
9. The system provides an easy to use interface, which allows the teacher to input absences and tardies from a classroom workstation and limit teacher attendance reporting to only tardies and unverified absences.
10. The system allows the teacher to access student pictures during attendance entry.
11. The system allows the teacher to access student attendance history for the specific class for which roll is being taken on an interactive basis for review. The history must include the reason codes for the absences.
12. The system allows the teacher to access student attendance history for the entire school year on an interactive basis while attendance is being taken.
13. The system tracks each day or period in which attendance is taken so that the District may assure that roll is taken in each class.

14. The system reports to the teacher during attendance each student that has a recorded pre-approved absence.
15. The system indicates to a teacher that a student has been marked as absent in a previous class.
16. The teacher may mark the entire class as absent, tardy or in attendance with a single mass entry.
17. The system must provide a flexible method of recording or updating attendance for user-defined groups of students.
18. The system must allow the user for mass entry of attendance for a teacher a homeroom or a grade for a specific date, for a date range, for a period or for a period range.
19. Attendance for a group, grade, homeroom or teacher must be able to be entered in advance for any date in the school year.
20. The system allows the user to optionally record and store attendance in a student's homeroom class rather than period-by-period.
21. The system must allow for the reporting of students that have been absent a user defined number of times in any date range.
22. The system automatically tracks students with perfect attendance.
23. The system allows for user defined perfect attendance, which may include or exclude tardies and include or exclude partial day absences.
24. The system allows each school to define the rules for attendance marking and perfect attendance individually without regard for rules in other schools.
25. The system provides for tracking and reporting of total days absent for each student during the present school year.
26. The system provides for tracking and reporting of total days present for each student during the present school year.
27. The system provides for tracking and reporting of consecutive absences for each student.
28. The system provides for tracking and reporting of total number of tardies for each student within a given date range.
29. The system provides for automatic calculation of a specified number of tardies that equate to one day absent.

30. The system provides for storing and reporting of a minimum of twelve years of attendance history, including days absent, present, and a tardy, for each student in the school-level database.
31. The system provides an interface for direct upload of student's attendance data to an automatic telephone dialing system (Parent Link or other parent portal).
32. The system provides for an online and real time call list of all students that are absent or tardy on a user specified day. This list must provide for contact names and phone numbers and facilitate the calling process.
33. The system must provide an option to print the call report.
34. The system has the capability to optionally include cumulative absences and tardies to be printed on the Daily Attendance Report.
35. The system must support multiple attendance calendars and be able to account for holidays, snow days, in-service days, and unlimited number of user-defined day types.
36. The system allows users to define multiple calendars for each school and assign calendars by either grade or student.
37. The system must maintain attendance for students that enter and withdraw multiple times within the same school year.
38. The system must provide an on-line display of student attendance based on day, period, and specified date range.
39. The system allows the user to select filters that creates user-defined views of attendance data for a student.
40. The system must provide an on-line display of each class, listing student's attendance based on day and period over a specified date range.
41. The system must allow for the seamless and automatic transfer or retrieval of absences, tardies and dismissals to the grade-reporting module.
42. The system supports both summary and detailed attendance reports based on date ranges, number of absences, excused and unexcused absences, reason codes, etc.
43. The system must be able to track student absence history for which there is no user entered reason code.

44. The system must automatically generate letters to parents based on the number of user defined absences or tardies that a student accumulates. A minimum of four letters must be available in the system to be sent as absences accumulate.
45. The system must track each time that a notification letter is generated and provide for online inquiry into this information.
46. The system must allow for user override of a letter to be mailed and track that the letter was not sent in the online history.
47. Each school should individually determine if teachers are allowed to enter reason codes for an absence.
48. A special optimized screen should be provided for school office user to note students leaving school or arriving during mid-day or to override errors.
49. Reports for the attendance module should include at a minimum:

Attendance Call List

Missing Scan Sheet Listing

Absence Notification Letters

Daily Absence Listing

Comprehensive Attendance List

Attendance Frequency and Distribution

Period Attendance Roster for Manual or Scanned Classroom Attendance capture.

Teacher Daily Report- Ability to run a report showing list of teachers who have not taken attendance

Custom reports

Attendance Statistics Report

Withdrawal report with enter and exit dates, days present, and days absent, tardy, etc.

50. Would like unique, district-wide user number so that when entries are made to screens such as discipline or conferences for students who move from school to school, the user who made the entries/changes is easily identifiable. Ex: user #1 John Doe at WVHS makes an entry in conference screen, student

moves to THS, THS staff looks up student conferences and sees user #1. User #1 at THS is Mary Smith. There is nothing to identify which user #1 actually made the original entry. This could be resolved if employee numbers were used to identify the originator for all transactions.

51. The ability to export from the attendance data.
52. Be able to pull consolidated attendance information for entire district without having to get data from each individual site .

Discipline

1. The system must include the tracking of discipline incidents, actions (responses), and detailed comments.
2. The system must include the capability to enter and maintain the date and time of each incident per student record.
3. The system must include the capability to print the date and time information of each incident for each student.
4. The system allows a user to easily lookup in an online manner all discipline events associated with a student including but not limited to the incident number, date, time, staff member and all responses to the event.
5. The system allows a user to easily lookup in an online manner all discipline events associated with a school including but not limited to the incident number, date, time, staff member and all responses to the event.
6. The system allows for online notes to be entered and maintained on the discipline event including the ability to look up notes by key word, date and the staff member entering the notes.
7. For each discipline event the system should allow for the tracking of up to 99 offenders and their relationship to the event.
8. For each discipline event the system should allow for the tracking of up to 99 victims, their injuries or other participation in the event.
9. For each discipline event the system should allow for the tracking of up to 99 witnesses.
10. The system should allow for the setup of a user defined weapon table and allow for the tracking of all weapons used in a discipline event.
11. The system should track all property damage, the property damaged and the cost of repair of such damage.
12. The system must track all injuries associated with the discipline event, who and what body part was injured and the type of injury.
13. The system must track the cost of all injuries to the victim and to the District.
14. The system must be able to track other factors involved in the incident such as alcohol or drug use.
15. The system must track if a police report was filed in relation to the incident and the police report number or reference.

16. The system will print reports of all discipline incidents for each student during the current school year.
17. The system must track if the incident has been reported to the state and the date of such report.
18. The system must be able to track participants in the event even if they are not students or staff members. For example, the ability to track former students or non-students.
19. The system must track any disabilities that a participant may have and if the disability contributed to the discipline event.
20. The system must be able to track an unlimited number of responses or punishments to a discipline event including the following for each event. A response should be from a user-defined table and may include suspensions, letters or calls home, detention, etc.
 - The date the response was made.
 - The type of response from a user defined response table.
 - The date and time the response starts and ends such as for a suspension.
 - The staff member assigning the response.
 - A flag that the response was the primary response.
21. The system will report the total number of students involved for each type of discipline incident for each grade or all grade levels. Example includes the total number of students involved in alcohol-related incidents in grade 6.
22. The system should keep the bus number, route and driver that are associated with a bus event.
23. If the event is associated with a bus accident a flag indicating such and the participation of the bus driver must be tracked.
24. The system will print and display all discipline actions taken for each student during the school year.
25. The system will report the total number of students who received a type of disciplinary action for each grade or all grade levels. Example includes the total number of out-of-school suspensions this school year.
26. The system provides the capability to create user-defined reports using selected or all discipline data.

27. The system provides the capability to sort total incidents and total actions taken by grade, ethnic code, sex, etc.
28. The system provides the capability to include multiple category totals for selected incidents and actions taken when printing reports.
29. The system will report the number of incidents that occurred including bus transportation to and from school.
30. The system will report the number of incidents that occurred on the grounds of the school district-operated facilities.
31. The system will report the number of incidents that occurred during any type of school sponsored activity that is held away from the home school, such as a football game, field trip, class trip, etc.
32. The system will report the number of incidents that occurred on any school-sponsored transportation, including bus transportation to and from school, and other transportation to and from school-sponsored events.
33. The system allows for designing and printing of letters to parents for student discipline incidents and actions taken.
34. The system allows the user to download selected or all discipline records associated with a student record for a given date range.
35. The system allows the user to export selected or all discipline records associated with a student record for a given date.
36. The system allows the user to export discipline incident and/or action taken totals based on specific categories or selected criteria.
37. The system allows the user to export selected or all discipline summary data for a given date range.
38. One screen to input information for a discipline incident.

District Integration and Technical Issues

1. Graphical user interface
2. The systems must run on Windows 9x, NT and XP
3. Does the system have a web browser interface? If so, what are the limitations of this interface compared to the client-server interface?
4. ODBC compliance (Open Data Base Connectivity)
5. Non-proprietary programming language
6. Novell and Windows NT networking
7. Complete data conversion of all SASI and SASI III records to new system.
8. Show ability to use SASI and new student system concurrently with data modifications reflected in both systems.
9. Ability to easily add/remove fields to any screen in system.
10. Ability to add new screens to system.
11. Describe the training/support provided with the purchase of the program.
12. What written online documentation is provided for each school site?
13. Compliance with existing Scantron scanners.
14. Compliance with existing line printers without requirement of laser printers for all applications.
15. The system must be capable of interfacing with the following applications:
 - 1 Destiny Follett
 - 2 Nutrition Center – E-Office, My School Bucks
 - 3 Transportation – Edulog
 - 4 Ed Services – Data Director, Easy IEP
 - 5 Import/Export Automation
 - 6 Client software install process
 - 7 Operating system and Office version compatibility.

Grading, Grade Reporting, and Course History

1. The system provides for the printing of grade reports and progress reports.
2. The system must allow for the recording of grades by mouse or keyboard on class or student screens, by mass entry or file import from electronic grade book.
3. The system must provide for maintaining the date range that each teacher may enter or change grades, outside of which entry is only allowed by school or district staff.
4. The system must provide for any letter grades and/or number grades that may be a minimum of three characters in length.
5. The system must be able to support multiple user defined grading strategies simultaneously such as pass/fail, A-B-C, 1-5, etc.
6. The system must allow for the assignment of grading strategies by school, course house/team or department.
7. The system must allow for different grading strategies to be used in different school years.
8. Grades must be able to be coded as failing, incomplete, not reported, special and passing.
9. The system must report attendance on the report cards and allow for user definition of the date ranges for attendance reporting for each grading period.
10. Each grade should have a user defined description in addition to the grade such as "90 to 100" for an A.
11. The system must allow the teacher to select and report at least three comments for each student per class.
12. The system must allow for user definition of grades to be included on a report card. This must include the ability to report final exams and term papers.
13. The system must be able to track and report competency based grading.
14. The user must be able to define multiple report card formats and select the desired format at the time of printing.
15. The system must allow comments to be printed on the report card or progress report.
16. The system allows the user the option to include daily or course attendance to be printed on the report card.

17. The system must be able to compute both term and year to date grade point averages and include both on the report card.
18. The system must allow for the definition of at least two additional GPAs that are user defined and have the ability to include these user defined GPAs on the report cards in addition to system generated GPAs.
19. The system should have the capabilities of uploading the teacher's grading file to the grading program, thus eliminating the need for grade bubble sheets.
20. View access to grades for teachers.
21. The grade program has a provision for multiple curriculums being taught during the same period.
22. The grade program uploads grades to the registrar, avoiding bubbling.

Health

1. The system must have the ability to track detailed health information on all students in the system.
2. The system must provide access to health information throughout the system and provide direct access from the student master record.
3. The system must track if special concerns exist on the student that include but are not limited to:
 - a. Individual Education Plan
 - b. ADA/504 Plan
 - c. Individual Health Plan
 - d. Emergency Care Plan
 - e. Emergency Evacuation Plan
4. The system must provide a method to track medications that are being given to the student.
5. The system must provide a method to track allergies for each student.
6. The system must track an unlimited number of health concerns on each student and allow for a user maintained table of health concerned codes and types.
7. The system must be able to maintain extensive health notes on each student with the ability to access the health notes by date, by key word or by the staff entering the note.
8. The system must be able to maintain extensive nurse notes on each student with the ability to access the health notes by date, by key word or by the staff entering the note. A "comments" section could accommodate missing specifics and flexibility in entering information that doesn't fit in the preset fields.
9. The system must be able to track an unlimited number of immunization types on each student.
10. The system must allow a student to be marked as exempt from an immunization.

11. The system must track multiple immunizations for each immunization types and report each date that an immunization was administered as well as the total immunizations administered.
12. The system must be able to track an unlimited number of student screenings for vision, hearing and scoliosis.
13. For vision screening the system must track the date of the screening, the results and other detailed information, for both far & near vision on same date point. It should link to EasyIEP so when data is entered for vision and hearing results, it automatically is entered onto student's IEP (if possible).
14. For hearing screening the system must track the data of the screening and the detailed results of the hearing tests.
15. For scoliosis screening the system must track the date of the screening and the detailed results of the screening.
16. The system must be able to track an unlimited number of evaluations including the date of the evaluation and the result status for each of the following:
 - f. Early Childhood Screening
 - g. Physicals
 - h. Growth
 - i. Dental
17. For growth screenings the system must track at a minimum the height, weight and age at the time of the screening.
18. The Health System must be fully integrated with the student system and allow direct access to student information from the health information.
19. The system must keep an individual log of each health event for each student that at a minimum includes the date the student visited the health office, the nurse actions, the result of the actions and the time the student left the nurse office.
20. The system must provide date access to the student health log on a school and date basis for a historical period of not less than 12 years.
21. The system must keep a daily log of each student visit to the nurse office.
22. The system must provide for detailed reporting with the ability to direct reports directly to user managed printers. At a minimum reports must include:

- j. A health concern report that may be generated by grade level or by student.
 - k. A daily health log report which may be generated for a single day or date range for a grade, student or time.
 - l. A daily health log report specific for special education students.
 - m. An individual health status report for a specific student.
23. The system must be able to establish the requirement, age, grade and dose level for each immunization type and report those students with missing immunizations.
24. In-service to Health staff before implementation and support during implementation.
25. Wireless ability to put all health data in a portable system and maintain confidentiality at all times.
26. Items related to vision, hearing, scoliosis, and physicals must be queriable for government reports.

Parent Access

1. The system provides real-time parent access to their child's information, such as class schedule, grades, attendance, homework and discipline.
2. Access to student information by parents is strictly controlled by the use of encrypted passwords.
3. The grade program allows parents to email teachers and teachers to email parents.
4. Parents have access to CST, CAHSEE, and district benchmark scores.
5. Ease of use for parents
6. Tutorials or "how to" sheets to train parents.
7. Parents have access to CST, CAHSEE, and district benchmark scores.
8. The system provides teachers access to student discipline.
9. On-line student registration.
10. Help screens for FAQ's and troubleshooting

Scheduling

1. The system support Block Scheduling with user defined block lengths.
2. Mosaic Scheduling: Combination of traditional and block schedules but a variation of period lengths are assigned to each class over the days of the cycle.
3. The system supports cycle scheduling where the cycle may be defined from 2 to 10 days in length.
4. The system provides the interactive ability for a user to change the cycle day when school has been called off for weather.
5. The system supports scheduling for semesters, quarters, trimesters and full year classes and will allow any combination of these classes in a single school year or period.
6. The system allows for the setup of any number of scheduling versions where all of the scheduling information may be copied from one version to another and modifications made for simulation purposes.
7. The system supports the setup and scheduling in a future year while a current year is in live production in the same system.
8. A user may switch from one year to another or from one version to another in the same year in an online interactive manner.
9. Team Teaching: The system allows for two or more teachers to team-teach the same class.
10. Platooning or House Support. Student groups (houses) are established and stay together in a homogeneous group to move through core classes together.
11. Teaming: Students in a house or platoon take all of their core courses with a teacher in the team, but do not move through the classes together in a platoon.
12. Homerooms: More popular with elementary schools, students are scheduled by homeroom and stay together for all their classes.
13. The system accommodates the scheduling of up to a maximum of 35 periods per day.
14. The system supports course-sections that meet on varying days and periods throughout the schedule cycle or week.

15. The system supports multiple meeting times for one course section in the master schedule.
16. A course must have to ability to be marked as male or female only for scheduling purposes.
17. The user must be able to relate courses to a department and/or to another user-defined group.
18. The system must allow for the grouping of courses that must be taken together such as a chemistry lab with a chemistry course and allow for both courses to be requested as a single course.
19. The system must allow the entry of course requests submitted by students.
20. A variety of standard pre-scheduling reports are available to aid in the development of a master schedule;
 - ☐ Course Request Tally Reports
 - ☐ Course Request Verification Listings
 - ☐ Potential Conflict Matrices
21. The system must allow for specific periods to be blocked out for a teacher, a room or a student so they are not scheduled during the schedule run.
22. The system must allow scheduling for the coming year, or rescheduling of another term, to occur at any time without affecting the current year's class schedules.
23. The system provides for summer school scheduling without affecting scheduling for the regular school year.
24. The system allows the user to identify class sections by term, beginning and ending period, days taught, rotation schedule and team.
25. The system must allow a user to view a roster of students that have requested a combination of up to four courses or course sections.
26. The system must allow the user to interactively process a mass transfer of students from one course to another, from one section to another, from one course and section to another course and section or to delete a group of students from a course or section request.
27. The system automatically builds the appropriate number of classes for a course based on either user input or on the number of student requests for a course.

28. The system automatically assigns students to classes based on their pre-scheduled class and course requests.
29. The system must provide the user with the most optimal meeting pattern for the class based on student requests.
30. The system allows a student to demand a specific section of a course.
31. The system automatically balances students across class sections based on pre-defined criteria.
32. The system automatically adheres to pre-defined maximum class sizes.
33. The system allows for the user to keep numerous scheduling runs/results from the past while continuing the mass scheduling process.
34. At the user's option, the system must have the ability to automatically assign students to an alternate course when the primary course is unavailable.
35. The system allows the user to specify that specific teachers are not to be assigned to a specific student.
36. The system allows the user to specify section preference for each student's course request.
37. The system will generate a conflict matrix report that will identify those students who have potential conflicts and compute the potential irresolvable conflicts based on period meeting assignments
38. The system displays course tally data on the screen and on a printed report.
39. The system schedules students into as many classes as possible, and provide reports of students with partial schedules.
40. The system allows the user to apply instructional rules to courses. Examples: typing I must be taken before Typing II, Economics must not be taken the same time as Civics, two courses must be or cannot be in the same term, etc.
41. The scheduler adheres to scheduling rules when automatically creating student schedules.
42. A variety of standard post-scheduling reports are available to aid in the development of a master schedule:
 - ☐ Class Load Analyses Reports
 - ☐ Conflict Matrix Listing
 - ☐ Irresolvable Listing

- ☐ Master Schedule Listing with seats available.
- ☐ Student Schedules
- ☐ Teacher Schedules
- ☐ Class Rosters
- ☐ Room Schedules

43. A variety of standard queries are available to aid in the scheduling process.

- ☐ A master schedule inquiry that includes meeting patterns and room and teacher assignments. Course and section viewing should be user selectable by course, department, house/platoon, teacher, term or period.
- ☐ An online view of the student, teacher or room program/schedule.
- ☐ A listing of all scheduling versions.
- ☐ A list of all course offerings by course number or title.
- ☐ A list of all students scheduled, not scheduled and with irresolvable conflicts.

44. Be able to Print Schedules prior to rolling over to live data

45. Run the scheduler by grade level or a specific filter – ELD, SDC, GATE, etc....

46. On-line course request registration by specific grade level

47. SMS09 to list all fields on the report that are being entered – example it does not print houses or teams

48. Enter teacher credentials and scheduler to use that as criteria when running scheduler

49. Based on courses entered for program to create a master schedule and be able to make changes from there

50. Step by step process and not allow to continue if not complete – with some bypass capabilities

51. Import data

- 52. Highlight the class schedule when open so you know exactly what period it is
- 53. Pre-printed suspension form with student info and discipline info
- 54. Drag and drop capabilities
- 55. Speed of process – example – updating counts, roll over from sms to mst
- 56. On-going Training
- 57. Would like more feed back when completing a step – missing info to avoid errors
- 58. Tagging of student information for scheduling to be visible in the scheduling atom
- 59. Tagging of student info like GATE and RSP to be on the same page as SDC and ELD

Special Education

1. The special education component provides seamless integration with general student database information in the school system.
2. The special education component provides seamless integration with the staff database information in the school system.
3. The system must allow for the tracking of an unlimited number of evaluations per student and provide access to all evaluation in an online interactive manner.
4. Evaluations must be reportable by school year.
5. Each evaluation must include at a minimum the evaluation type, the instructional setting, the primary disability, the staff member, the minutes per week scheduled and at least three other secondary disabilities.
6. The system must track each special education event, such as an assessment, appeal, hearing, etc. and allow for online lookup of this information on a student.
7. For each event the system must track the event date, type, comments and whether the event is completed.
8. The system must be able to track an unlimited number of services being provided to a student including the following information:
 - a. The start and end date of the service.
 - b. The type of service being provided.
 - c. Follow-up dates for staff attention.
 - d. The staff member providing the service.
 - e. The school providing the service.
 - f. If the service is being provided in a regular setting.
 - g. The minutes per week of direct and indirect services provided.
 - h. The number of sessions per week.
9. The user must be able to view all services provided or only active services being provided at a point in time.

10. The user must be able to request the following reports in an interactive manner and have them printed at the user local print station.
 - i. A Special Education Data Sheet for a single student.

Special Programs (GATE, ELD, Alternative Education)

1. Need separate screen for ELD, including all information currently on ELD screen
2. Ability to query all information from ELD screen - i.e., list of students by reclassification date; List of students by primary language who are now FEP; List of students who are Special Ed & ELD.
3. For annual R30—query statements to get primary language information and testing information
4. Ability to generate information for annual Option 1 state report, including information on reclassification date, report card grades, standardized test scores (reading, language, & math)
5. Ability to produce mailing labels for ELD students—i.e. address information from SASI and name & language code from ELD screen
6. Generate letters to parents include testing information
7. Generate information for teachers giving all testing results
8. Generate print-out of schedules of ELD students
9. Generate print-out of quarterly progress reports + comments & quarterly grade reports + comments
10. Capability to generate a wide range of statements to access all or any part of information in ELD screen—i.e. a list of girls by grade level in ELD who scored above 36 %tile on latest standardized test (see attached sample query & print-out)
11. Access to records from past years
12. Notification automatically from SASI to ELD screen when a student leaves
13. Scheduling of ELD students for pullout classes at elementary schools.
14. Generate percentage of students with X grades and X test scores
15. The special education component provides seamless integration with general student database information in the school system.
16. The special education component provides seamless integration with the staff database information in the school system.

17. The user must be able to view and print reports for all services provided or only active services being provided at a point in time.
18. Must provide seamless integration to Easy IEP for all required information (student information, parent information, discipline information).

For Alternative Ed Models

1. Can Attendance be done on an hourly basis and can it track over hours and apply as needed within the state parameters.
2. Can Partial Grades be issued and accepted into the program.
3. None we know will cover Adult Education, but can export features be available from Schoolhouse. Or what programs of Adult Ed. are you compatible with. (Adult Ed may purchase a new program.)
4. Can we Export into a Suspension form? (From Discipline file) with Student name, address, and etc.
5. Specific needs for blank user codes, coding options.

Student Demographic Information

1. The school-level application must simultaneously support elementary, middle, pre-school and alternative ed. schools.
2. The system must provide for a single district wide database that is updated on a real time basis and allow each school site based and individual control over policies and defaults for areas such as grading, attendance and scheduling.
3. The applications must allow each school to be identified by a unique 3-digit number.
4. The system must allow for the attributes of a school to be defined, maintained, and printed such as address, phone, Internet address, principal's name, etc.
5. The system must allow for a district wide calendar to be established and allow each school to modify the calendar for that individual school.
6. The system should also allow for a calendar to be established for a group of students within a school or for an individual student.
7. The school calendars must automatically interface to the attendance module so that students not scheduled to be in school or in a class are so noted.
8. The system provides the capability to maintain calendars from previous years.
9. The system must allow enrollment functions (enrollments, withdrawals, and transfers) to be performed in an online, interactive manner at the district and school with automatic update of all data simultaneously.
10. The system must allow for a student to be enrolled in multiple schools simultaneously so that a student may take classes at a secondary school.
11. The system must be able to track and monitor courses being taken at off site facilities such as community colleges for college credit.
12. The system must track students that are in the district boundaries but are being schooled elsewhere such as home schooling.
13. The system must track students that are in the district boundaries but are enrolled in other school districts.
14. The system must track all enrollments at District schools, other districts and elsewhere enrollments on a historical basis.
15. The system must allow for user-definable enrollment and withdrawal codes.

16. The system allows for all enrollment and withdrawal dates to be tracked and reported by student.
17. The system must allow for a student's schedule to be saved when a student is withdrawn so that in the event the student is re-enrolled the schedule may be automatically reinstated.
18. The system must track, monitor and report potential overloads in classes when a student is reinstated.
19. The system must allow for the user to indicate the reason a student is withdrawing from school.
20. The system allows tracking and reporting of withdrawal dates and codes over a period of time, to be specified by the user.
21. The system allows the user to track, maintain, and print all enrollment and withdrawal history.
22. The system allows the user to indicate the most recent reason the student entered the school this year.
23. The system allows for a date to be entered indicating the first day the student entered school this year.
24. The system provides the capability to designate "pre-enrolled," "active," and "inactive" student status.
25. The system must track and maintain an indicator that a student was held back during kindergarten.
26. The system must allow for social security number to be used as the ID number for a student and the main locator number for each student or allow for a district assigned ID number with separate tracking of the social security number.
27. The system must allow for entry of a grade level for each student.
28. The system allows for designation and tracking of pre-kindergarten, non-graded elementary and non-graded secondary student information.
29. The system must allow for identification a student's gender.
30. The system must allow for identification a student's ethnic origin. An unlimited code table must be available for this element.
31. The system provides the capability to use a teacher ID number as the identifying number for a teacher and the main locator for each record.

32. The system has the ability to track the locker and locker combination that is assigned to a student.
33. The system must allow for at least a ten digit alphanumeric field as the identifying number for a course and the main locator for each record.
34. The system tracks departments for each course.
35. The system has the ability to track courses that the student has taken at other schools and districts.
36. The system must allow for at least a 4-digit section number to be used to identify an individual class.
37. The system allows for multiple school calendars to be entered and operating at one time.
38. The system allows for tracking of and reporting of sibling information.
39. The system allows the user to search for all siblings or family members within a school by entering a last name or family member.
40. The system allows the user to search for a family or family member through the entry or an address or street name.
41. The system allows the user to search for a family or family member through the entry of a first name only.
42. The system allows the user to send one mailing home to parents based on family linking of siblings within a school.
43. The system allows for the student to have a different last name than the family and warns the user of this situation during data entry.
44. The system does not limit the number of members of a single family that may be tracked in the system.
45. The system tracks which family members have legal responsibility for the student.
46. The system will allow a single student to be a member of an unlimited number of families and tracks which family that the student lives with.
47. The system allows for the tracking of the parent career type, their employer and their education level.
48. The system has the ability to track the mailing address of the family even when it is different from the dwelling address that the family is located.

49. The system allows the user to define and create, view, and print in real time a class schedule data elements, for use when displaying and printing student schedules.
50. The system must allow the user to assign individual new students to specific class sections, to course requests that are automatically scheduled, or to a combination of classes and courses. This process must also be available for rescheduling existing students.
51. The system allows classroom teachers to access their own student data located on the teacher's classroom system or on the school system's database.
52. The system must allow for tracking and reporting student advancement information such as promotion, graduation, retention, etc.
53. The system provides a process for automatically assigning, in mass, students to the next grade level at the end of the academic year.
54. The system must allow for a student to be assigned to a house or group of students that will be scheduled together in classes.
55. The system must track and report to only properly secured users the student status for free and reduced lunches.
56. The system allows a user to find a student when only one of the following data elements is known, the student id, the student last name, the students first name, the students family name, the students address, the students social security number or the student state id number.
57. The system must report on the student's master record if the student has an IEP.
58. The system should indicate on the student master record if there are health concerns, an IHP on file, an ADA/504 plan or an emergency evacuation or health plan on file.
59. The system allows the user to add notes or written comments for each student in the general student record area.
60. The system allows for notes to be tracked by date entered, by user entering the note and by key words.
61. The system allows for the tracking of a student's homeroom and homeroom teacher.
62. The system allows for the tracking of a student's counselor.

63. The system can record and track a student's immunizations and associated dates.
64. The system can record and track each student's school activities and associated dates.
65. The system tracks all actions taken in response to discipline problems.
66. The system can maintain a complete student health history with reporting capabilities.
67. The system will track and report on gifted students.
68. The system has the ability to track and report the student's primary language.
69. The system will track and report limited English proficient students.
70. The system has the capability to track and report migrant students.
71. The system will track and report the pre-kindergarten programs attended by those kindergarten and first grade students that were previously enrolled in such a program.
72. The system can track the students involved in various types of activities. The ability to feed these groups of students to the attendance system is required so that activity groups (such as the basketball team) may be marked for an excused absence as a group.

Testing and Test History

1. The system provides the ability to track both graduation standard tests and standardized tests that are administered to students.
2. The system allows the user to establish various levels of test results that may be tracked by student.
3. The system allows for the setup of multiple testing types, which include at a minimum the test title, test description, test level and form used.
4. The system allows for the tracking of all dates that a test is offered.
5. The system allows for the tracking of global test results by date including the percentage and number of students passing and failing.
6. For each student taking a test the system will track the test taken, the total and percentage of items answered and those correct, the minimum passing score and the student score result.
7. The system must also track the grade level of the student taking the test as well as the school and district administering the test.
8. For each test that a passing score is required by the state, the district must be able to establish a minimum score for passing that may be higher than that required by the state.
9. The results from tests must be able to be directly entered by users or captured from electronic media provided by test scoring services.
10. The system must provide an online process for the correction of testing information improperly reported by the testing services described above.
11. Reporting must be available on graduation tests that lists test results by students with the following information or print options included:
 - a. All Students passing
 - b. All Students exempt from taking test.
 - c. All Students not passing.
 - d. All Students taking the test in a translated language.
 - e. All Students not taking the test.
 - f. All Students with scoring errors from scoring service.

- g. Any combination of the above.
- 12. The system must be able to list in an online manner all the tests that a student has been given and allow direct access to each test.
- 13. Import/Export of testing data between SIS and vendor

INSTRUCTIONS AND CONDITIONS - RFP NUMBER 2008/09-0402

1. PREPARATION OF PROPOSALS

Bids must be submitted in ink or typewritten. Both unit price and extension (where applicable) for all line items must be shown where required on the bid form. Signature on bids must be in ink to be considered acceptable. Bid on each item separately.

2. BID BOND

Vendors must include a bid bond from a qualified surety or a cashier's check naming the Hemet Unified School District as the payee. The cost for the bid bond **may not** be included as part of the total price of the Student Information System. A cashier's check, certified check or bid bond, made payable to the Hemet Unified School District in the amount of not less than **ten percent (10%)** of the total first five year costs for all proposed software, installation and training. Said check or bond shall be given as a guarantee that the successful vendor will enter into good faith negotiations for the products and services described in the proposal and negotiate contracts in accordance with the terms of the submitted proposal. In the event the vendor to whom the contract is awarded fails or refuses to negotiate in good faith and execute the contract required within thirty (30) days from the date of receiving written notification that it is a finalist vendor, Hemet Unified School District may declare the vendors bid deposit or bond forfeited as damages caused by the failure of the vendor to enter into the required contracts, and may recommend entering negotiations with any of the remaining vendors involved in the process.

3. REJECTION OF PROPOSALS

Hemet Unified School District's Governing Board reserves the right to reject any and all proposals or any part of each proposal; to waive any irregularity in any proposal and to determine which, in its sole judgment, best meets the need of the District after successful contract negotiations. No vendor may withdraw its bid for a period of **180** days after opening thereof. For any products or services not included in the initial contract award, the vendor agrees to hold prices as proposed for one year following the initial award unless mutually agreed otherwise in the negotiated final contract.

5. PARTIAL/JOINT PROPOSALS

As indicated, Hemet Unified School District is interested in a complete and integrated solution. It is preferred that all software products and related services be channeled through a single vendor and all aspects of the project coordinated and managed by that vendor. When third party products or services are used, they should be subcontracted or purchased through the selected vendor.

Any new hardware is preferred to be purchased through the primary vendor. However, the District reserves the right to purchase hardware from its own sources if in the best interest of the District. For this reason, the vendor must

include sufficient hardware specifications for a recommended hardware platform that Hemet Unified School District can purchase said hardware from other sources. Furthermore, the vendor must guarantee the performance of the specified hardware and approve both the initial order and the diagnostic testing once installed.

6. DESIGNATION OF SUBCONTRACTORS

Any and all subcontractors or other cooperating vendors must be indicated on the subcontractors form.

7. NON-COLLUSION AFFIDAVITS

Affidavits are required to be completed by the vendor and by all sub-contractors declaring that the proposal is in all respects fair and without collusion or fraud.

8. CONFIDENTIALITY

The submitted proposals and response forms are public records and subject to public disclosure pursuant to the provisions of the Public Records Act (Government Code Section 6250 et seq).

9. PROPOSAL FORMAT

Vendors shall use the forms provided in the RFP and submit their proposal using these forms. The use of other forms may be cause for rejection of the proposal. Every effort has been made to make the entry of this information as straightforward as possible, but in a form that can be fairly evaluated for inclusion in the RFP. The intent of this RFP is to ascertain full and complete disclosure of all costs related to the successful implementation of the products and systems requested.

10. PRICES

Prices provided herein shall be based on single unit purchases of each component. Prerequisite requirements must be clearly indicated. Any package discounts for purchasing combinations of products must be specified on the bid page. In case of discrepancy between the unit price and the extended price, the unit price will be considered correct. All prices shall be net, and including all discounts.

11. ERRORS AND CORRECTIONS

No erasures permitted. Mistakes may be crossed out and corrections made adjacent but must be initialed in ink by person signing bid. Verify your bids before submission as they cannot be withdrawn or corrected after being opened.

12. SUBSTITUTIONS AND SAMPLES

All items bid must conform to the specifications set forth in these bid documents. The District reserves the right to reject all bids that do not conform to the specifications. When bidding on brands other than those specified, the Bidder must state on the bid the brand, quality, model number, or other trade

designation on each item bid other than "as specified". See the attached documents for requirements regarding samples and/or detailed specification sheets. At a minimum, descriptive technical literature fully describing the claimed "or equal" product must be attached to the bid. Suitability and valuation of "equals" rests in the sole discretion of the District. Where samples are requested they must be furnished free. Samples will be returned at bidder's expense provided a request accompanies the samples and provided further that samples are not destroyed by tests.

13. SALES TAX

California State Sales or Use Taxes should be included as a separate line item in the bidding document. Do not include Sales or Use Tax in the price of the product. Do not include or add Federal Excise Tax as the District is exempt.

14. FAILURE TO BID

If you do not bid on any line item, please mark "no bid" in the space provided and sign it and return the bid, otherwise your name may be removed from the bidder's list.

15. ACCEPTANCE OF BIDS

Awards will be made on a unit and line item basis unless otherwise specified on bid form. The right is reserved to reject any or all bids and to accept or reject any line items thereon and to make any combination of line item awards. Bids may be rejected on grounds of non-responsiveness or non-responsibility. Bids are subject to acceptance at any time within 180 days after opening of same unless otherwise stipulated.

16. ADDENDA ACKNOWLEDGMENT

The District reserves the right to revise the bid documents prior to bid opening date. Revisions, if any, shall be made by written addenda. The District may determine in its sole discretion, whether an addendum requires that the date set for opening bids be postponed. The announcement of the new date, if any, shall be made by addenda. Each prospective bidder shall provide the District a name, address and facsimile number to which the addenda may be sent, as well as a telephone number by which the District can contact the bidder. Copiers of addenda will be furnished without charge to all parties who have obtained a copy of the bid documents and provide such current information. Please note: To this end, each bidder should contact the purchasing department to verify that they have received all addenda issued, if any. Bidders must acknowledge receipt of all addenda, if any, in its Contractor's Proposal or Bid Form. Failure to acknowledge receipt of all addenda may cause the bidders bid to be deemed incomplete and non-responsive.

17. AUTHORIZED SIGNATURES

Every bid must be signed by the person or persons legally authorized to bind the Bidder to a contract for the execution of the work. Upon request of the Hemet

Unified School District, any agent submitting a bid on behalf of a Bidder shall provide a current power of attorney certifying the agent's authority to bind the Bidder. If an individual makes the bid, his or her name, signature, and post office address must be shown. If a firm or partnership makes the bid, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the bid, the bid shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation.

Upon request of the Hemet Unified School District, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the bid to execute contracts on behalf of the corporation.

18. DISQUALIFICATION OF BIDDER

If there is reason to believe that collusion exists among the bidders, the Hemet Unified school District may refuse to consider bids from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one bid for the same work unless alternate bids are called for. A person, firm, or corporation who has submitted a sub-Bid to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-Bid or quoting prices to other bidders. Reasonable ground for believing that any bidder is interested in more than one Bid for the same work will cause the rejection of all Bids for the work in which a bidder is interested. If there is reason to believe that collusion exists among the bidders, the Hemet Unified School District may refuse to consider Bids from participants in such collusion. Bidders shall submit as part of their Bid documents the completed Non-Collusion Affidavit provided herein.

19. DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Government Code Sections 8350 et seq., the successful bidder will be required to execute a Drug-Free Work Place Certificate prior to execution of the agreement. The contractor will be required to take positive measures outlined in the certificate in order to insure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the agreement or suspension of payment thereunder. Failure to submit this form, included in this bid, may result in your bid being rejected.

20. EXPERIENCE AND COMPETENCY

The Successful Bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. The Successful Bidder shall also have no less than **Five(5)** years experience in the magnitude and character of the work bid. It is the intention of the Hemet Unified School District to award a contract to a Bidder who furnishes satisfactory evidence that he/she has the

requisite experience, ability, sufficient capital, and facilities to enable him to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Bidder, the Hemet Unified School District will weigh any evidence that the Bidder has performed satisfactorily other contracts of like nature, magnitude, and comparable difficulty and comparable rates of progress. In selecting the lowest responsive and responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the work specified in the contract documents.

21. INDEMNIFICATION AND INSURANCE

The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, and employees against and from any and all liability for damages on account of injury to or death of persons or damage to property or delay or damage to another contractor resulting from or arising out of or in any way connected with the performance by the Contractor of this Agreement and reimburse the Owner for all costs, attorney's fees, expenses and loss incurred by it in consequence of any claims, demands and causes of action which may be brought against the Owner that arises out of the performance by the Contractor. The indemnification shall be in addition to other indemnification contained in the Contract Documents. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive Thirty(30) days cancellation.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorneys fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said

injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

- (c) Contractor, at Contractor's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

Contractor shall ensure that its contract with each of its subcontractors contains provisions requiring the subcontractors to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California to a minimum level as set forth in this Article.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; and (4) products installed in or used in connection with the Work. The Contractor shall provide the insurance as set forth in the contract and as follows:

The amount of comprehensive general liability insurance shall be **\$1,000,000.00** per occurrence for bodily injury, personal injury and property damage. And, subject to the same limit for each person on account of one accident, in an amount not less than **\$1,000,000.00**.

Automobile liability insurance shall be **\$1,000,000.00** per accident for bodily injury and property damage combined single limit.

Worker's Compensation and Employer's Liability shall be set in accordance with sections 3700 and 3800 of the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000.00** per accident for bodily injury or disease.

22. PATENTS, ETC.

The vendor shall hold the Hemet Unified School District, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-

copyrighted composition, secret process, patented invention, article or appliance furnished or used under this bid.

23. EVALUATION

Hemet Unified School District's evaluation committee will review all proposals and determine those that responsive to the District needs, including functional areas and evaluation tools section of this proposal. Of those that are responsive, the committee may request vendors to provide additional information, as well as site visits of similarly configured services in other California school Districts. The evaluation criteria, may include, but not be limited to, the following:

1. Responsiveness:

- a. Compliance with required forms and certificates.
- b. Adherence to the RFP response forms and format.
- c. Acceptance of Hemet Unified's contract.
- d. Appropriate bonds or cashier's checks.

2. Responsibility:

- a. The ability to provide sufficient California references that can demonstrate organizational and fiscal similarity to Hemet Unified's with a functionally similar configuration to that proposed.
- b. The vendor must demonstrate financial stability and viability.
- c. Vendor's accessibility to Hemet Unified School District.
- d. Vendor's experience with the systems proposed.
- e. Vendor's commitment to the product lines and the market.
- f. Vendor's resources that demonstrate adequate financial resource capacity to perform task as proposed.

3. Value (Price/Point):

- a. Initial price and comprehensiveness of the required subsystems.
- b. Total cost of the system over a five year period.
- c. Initial price for all desired subsystems.

- d. Total operational costs over a five year period.
 - e. The appropriateness, quality and number of optional subsystems which are available directly from the successful vendor.
4. Vendors experience in software design, support and service:
- a. Number of years company has been providing similar services.
 - b. Satisfied customer responses
 - c. Responsiveness to service requests.
 - d. Ease of product use.
 - e. Future support.

24. COST OF PROPOSAL

Hemet Unified School District disclaims any financial responsibility for, and vendor shall be solely responsible for, any cost incurred by the vendor in responding to this RFP, whether or not it is in the successful vendor, including the costs for bonding, legal costs for any reason, visitation costs, postage and mailing, and the like.

25. ACCEPTANCE OF SYSTEM

The successful vendor shall deliver, install, configure, convert any relevant data, and train the designated Hemet Unified designated System Manager (s), and back up personnel, to operate the basic components of the proposal systems prior to the beginning of the product acceptance period. As part of the implementation plan, modules will be grouped into various phases by mutual consent between the District and the vendor. During the acceptance period for each phase, which will be a minimum of thirty (30) days, Hemet Unified will test all delivered subsystems by executing any or all of the features contained in the software. During this time, the vendor should provide access, at no additional charge, to a qualified technician either on-site or via telephone, and remote access to assist Hemet Unified in the testing of the applications. If any part of the awarded subsystems should fail, Hemet Unified may designate that portion as a project for delivery at a later date, or request that the acceptance period be extended until the component(s) in question can be brought into compliance. If there is substantial failure during the Phase 1 acceptance test, the District may declare the system unacceptable and open discussion with the next ranking vendor. If the non-functioning feature is withheld as a project for later delivery, the District will establish a value not to exceed the value of the software licenses for all the modules in the phase and shall withhold that amount from payment,

and the vendor must present a cashiers check in the same amount that will be held by the District as a project bond until the failed feature(s) pass acceptance. In the event the vendor is rejected during acceptance testing, Hemet Unified will agree to pay only those delivery, installation, configuration, conversion, and training costs. Costs for system removal, additional labor, insurance, etc. will not be paid by Hemet Unified.

26. FAILURE TO FULFILL CONTRACT

When any contractor or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Governing Board to be to the best advantage of the Hemet Unified School District. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be a liability against such vendor and his sureties. The Governing Board reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Governing Board, if requested.

27. EXECUTION OF CONTRACT.

Time is of the essence of this contract. The Successful Bidder/Contractor shall execute the contract, including but not limited to signing all necessary documents and submitting all required bonds and evidences of insurance, within ten (10) days after personal delivery of the notice and within fifteen (15) days after such notice has been deposited in the United States mail. One copy of the contract will be returned to the Contractor after the Hemet Unified School District executes the contract. In case of failure of the Contractor to execute and return the contract and all required documents within the time allowed, the Hemet Unified School District may, at its option, consider that the bidder has abandoned the contract, in which case the bid security bond shall be forfeited by the bidder and become the property of the Hemet Unified School District. In case the goods under the terms of these provisions and related purchase contract shall be necessarily delayed because of strike, injunctions, government controls, or by reasons of any cause or circumstances beyond the control of the vendor, the time of completion shall be extended by a number of days to be determined in each instance by mutual agreement between the vendor and District.

28. PROHIBITED INTEREST

No Board member, officer or employee of the Hemet Unified School District, or of a local public body, during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. If any such interest comes to the knowledge of any party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if

such interest would not be considered a conflict of interest under Article 4 of Chapter 1 of Division 4 of Title 1 (Sections 1090-1097) of the Government Code of the State of California.

29. OTHER FORMS.

All contractors must submit the following forms, enclosed in the bid, with their submitted bid:

- A. Bid Bond
- B. Bid Form
- C. Designation of Subcontractors
- D. Non-Collusion Affidavit
- E. Worker's Compensation Certification
- F. Drug Free Workplace Certification

30. CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS

The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items bid is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

31. HOLD HARMLESS

The vendor shall save, defend, hold harmless and indemnify the District against any and all liability, claim, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of vendor, and subcontractor, or any employee, agent, or representative of vendor and/or subcontractor.

32. AWARD OF PROPOSAL

Award of this bid shall be made by individual line item or groups of line items to the lowest-priced responsible bidder (for each item or group) who is fully responsive to the terms of this solicitation. A bidder must deliver the items within the required delivery date (RDD) in order to be declared responsive to this bid.

The District also reserves the right to make multiple awards or no award at all and further reserves the right to reject any and all bids and to waive any irregularity or discrepancy associated with this bid.

33. TERMINATION

The District may terminate this contract at any time for any reason with 30 days notice to the vendor. Because the Hemet Unified School District terminates the contract, this does not preclude the vendor from meeting obligations to another

school district that has entered into a contract with the vendor utilizing the piggyback clause.

34. SELL OR ASSIGN.

The successful bidder shall not have the right to sell, assign, or transfer any rights or duties under this contract without the specific written consent of the Hemet Unified School District.

35. QUESTIONS, INTERPRETATION, OR CORRECTION OF DOCUMENTS

Bidders shall notify the Director of Purchasing promptly of any error, omission, or inconsistency that may be discovered during examination of the solicitation.

Requests for interpretation, correction, or clarification shall be made in writing to the Director of Purchasing. *Questions regarding this bid must be submitted in writing, either by mail or facsimile, to Donald Rosales, Director of Purchasing at 1791 W. Acacia Ave., Hemet, Ca. 92545, shall arrive at least five (5) working days before the Submittal Deadline.* Any questions received after the deadline will not be addressed. Bidder's company name, address, phone and fax number, and contact person must be included with the questions or comments. Oral questions may be presented at any pre-bid conference held for this bid.

Questions regarding technical specifications regarding the Student Information System may be addressed in writing to Emil Basilio, Director of Technology, at ebasilio@hemetUSD.k12.ca.us.

B I D P A G E

Vendors that submit a bid against the items listed on the equipment page and in the bid pages must be aware that Hemet Unified School District reserves the right to award this bid to one vendor or multiple vendors. Bidding with all or nothing clauses or limitations may preclude the vendor from receiving a contract for any item.

B I D F O R M

TO:
HEMET UNIFIED SCHOOL DISTRICT
Purchasing Department
C/O Donald Rosales, Director of Purchasing
1791 W. Acacia Ave.
Hemet, Ca. 92545

To Hemet Unified School District Board Members:
The undersigned doing business under the firm name of:

Hereby propose and agree to enter into a Contract, to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work described hereinafter, in the Contract Documents and in the specifications:

BASE PRICING – INSTALLATION AND SUPPORT OF DISTRICT STUDENT INFORMATION SYSTEM.

This base bid includes all items as indicated and as specified for the designated scope of work for the purchase, installation, support, conversion, and training of the Student Information System for the District. The Base Bid sum shall include all labor, materials, services, software, training, support necessary to complete said work, all sales, State and Local taxes, license and permit fees, and insurance costs, if any.

The undersigned hereby agrees to provide the system as described in the specification section of this proposal as follows, and for the sum of:

1. Turnkey solution for deployment, initial licensing, and annual costs for a ZIS/SIF implementation. (As listed on page five (5) of this bid).

_____ DOLLARS
(Amount written in words)

\$ _____
(Amount in numbers)

\$ _____
(sales tax, if applicable)

2. Optional packages of above system.

_____ DOLLARS
(Amount written in words)

\$ _____
(Amount in numbers)

\$ _____
(sales tax, if applicable)

3. Cost of 40 days worth of staff, technical and train-the-trainer training.

_____ DOLLARS
(Amount written in words)

\$ _____
(Amount in numbers)

\$ _____
(sales tax, if applicable)

4. Costs for travel, lodging and meals, if applicable.

_____ DOLLARS
(Amount written in words)

\$ _____
(Amount in numbers)

\$ _____
(sales tax, if applicable)

5. Cost of number of reports out of the box (if free so state), and costs for additional reports, if applicable.

_____ DOLLARS
(Amount written in words)

\$ _____
(Amount in numbers)

\$ _____
(sales tax, if applicable)

6. Costs for annual maintenance fee for software and support (include all software patches and upgrades.)

_____ DOLLARS
(Amount written in words)

\$ _____
(Amount in numbers)

\$ _____
(sales tax, if applicable)

7. Include costs for source code, if applicable.

_____ DOLLARS
(Amount written in words)

\$ _____
(Amount in numbers)

\$ _____
(sales tax, if applicable)

8. Cost to map and convert data from SASI3 and SASIXP to the proposed solution listed on Appendix A.

_____ DOLLARS
(Amount written in words)

\$ _____
(Amount in numbers)

\$ _____
(sales tax, if applicable)

9. Price of all optional modules. (Please provide a separate listing of the modules).

_____ DOLLARS
(Amount written in words)

\$ _____
(Amount in numbers)

\$ _____
(sales tax, if applicable)

If written notice of the Award of Contract is mailed or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within fifteen(15) days after the date of such mailing or delivering such notice, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the specifications and bid as accepted

BDDER INFORMATION

VENDOR NAME:

ADDRESS:

CITY _____, STATE _____, ZIP _____

TELEPHONE _____

FACSIMILE _____

EMAIL ADDRESS _____

TERMS _____

AUTHORIZED REPRESENTATIVE:

(Signature)

(Printed Name)

(Title)

All prices must be computed F.O.B. District Warehouse, Hemet, Ca., 92545. NO EXCEPTIONS. (As specified in Bid Specifications and Instructions).

Said vendor hereby proposes and agrees to furnish and deliver according to terms, conditions, prices and specifications herein bid.

BY SUBMISSION OF THIS BID, BIDDER DECLARES UNDER PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE INFORMATION CONTAINED ABOVE IS TRUE CORRECT AND COMPLETE.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, telegraphed or delivered:

Our Public Liability and Property Damage Insurance is placed with:

Our Worker's Compensation Insurance is placed with:

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

A bidder shall not submit a bid unless the bidder's contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury.

Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered non-responsive and shall be rejected. Any bid not containing the above information, or a bid containing information which is subsequently proven false, may be considered non-responsive and may be rejected.

LICENSES: The undersigned hereby certifies that prior to award of contract, they will be licensed by the State of California, as required by California business and Professions Code 7028.15, that such license will be in full force and effect and that any and all subcontractors employed by him on the work will be similarly licensed. License Number (_____). License Expiration Date: (_____). This information is provided under penalty of perjury.

**HEMET UNIFIED SCHOOL DISTRICT
BID BOND**

The undersigned contractor ("Principal") is herewith submitting its bid proposal to the Hemet Unified School District ("District") for Bid # **2008/09-0402** for the Student Information System Software and Services, and pursuant to the requirements of the District, hereby provides this bid bond as follows:

KNOW ALL MEN BY THESE PRESENTS, the undersigned

_____, as
Principal; and

_____, as
Surety, are hereby held and firmly bound unto the

_____, hereinafter called the
"Owner", in the sum of _____ Dollar(s)

\$_____, for payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the Principal is herewith submitting its proposal for the construction of

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the contract upon said bid and shall within the required number of days after the notice of such award, execute a written memorial of the awarded contract and submit the required labor and material and faithful performance bonds, then this obligation shall be null and void; and in the event that the principal fails and/or refuses to execute and deliver said documents, this bond will be charged with the costs of the damages experienced by the Owner as a result of such refusal, including but not limited to: publication costs, the difference in money between the amount of the bid of the said principal and the amount for which the obligee may legally contract with another party to perform the said work in such amount be in excess of the former; school building lease or rental costs, student transportation costs, and additional teaching salary costs that result from the delay due to the principals default on the awarded contract. In no event, however, shall the surety's liability exceed the penal sum hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above-bounden parties named, executed this instrument under their several seals this day of _____, 20____, the named and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

(Seal) (Individual Principal)

(Business Address)

(Seal) (Individual Principal)

(Business Address)

ATTEST:

(Corporate Principal)

(Business Address)

(Notarize) **By** _____
(Affix Corporate Seal)

ATTEST:

(Seal)

(Corporate Surety)

(Business Address)

By _____

(Seal)

The rate of premium on this bond is _____ per thousand. Total
amount of premium charged \$ _____

(The above must be filled in by corporate surety).

**HEMET UNIFIED SCHOOL DISTRICT
PAYMENT BOND
(Public Work- Civil Code S3247 et. seq.)
100% of contract amount**

WHEREAS, the Governing Board of the Hemet Unified School District ("District") awarded a contract-dated _____, 2009, ("Contract") to _____ ("Contractor") for completion of **Bid # 2008/09-0402** for the District Student Information System;

WHEREAS, the Contractor is required pursuant to the Contract (and if the total amount of the Contract exceeds \$25,000, the Contractor is also required pursuant to Section 3247 *et seq.* of the California Civil Code) to furnish a payment, labor and materials bond in connection with the Contract:

WHEREAS, _____ ("Surety"), _____ whose business address is _____ and whose telephone number is _____, hereby certifies that it is an "admitted surety insurer" as defined in Section 995.120 of the California Code of Civil Procedure;

NOW THEREFORE, the Surety (as surety on this payment bond) and the Contractor, jointly and severally, are held and firmly bound unto the District in the sum of _____ Dollars (\$_____) lawful money of the United States of America, for which payment well and truly to be made, as indicated by the signatures hereon of our duly-authorized representatives, we each bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION is such that, if the Contractor or its heirs, executors, administrators, successors, assigns, or subcontractors, shall fail to pay (i) any of the persons named in Civil Code Section 3181, (ii) amounts due under the Unemployment Insurance Code with respect to work or labor performed pursuant to the Contract, or (iii) for such work and labor, amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor or subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, then Surety will pay the same in an amount not exceeding the sum specified in this bond, and in the event a suit is filed on this payment bond, Surety shall pay reasonable attorneys' fees to be fixed by the Court, awarded and taxed as provided in Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The obligations of Surety pursuant to this payment bond are exclusive of and distinct from any obligations of Surety or any other party pursuant to the required performance bond for the Project.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time or performance, addition, alteration, modification in, to , or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or described, not by any rescission or attempted rescission of the contract, agreement or bond, no by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on this bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the SCHOOL DISTRICT and original contractor or on the part of any oblige name in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his or its claim and that surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, this instrument has been duly executed by duly authorized representatives of the Surety and Contractor as indicated below.

Surety:

(Print Representative's Name)

(Representative's Title/Position)

(Representative's Signature)
(Must be Notarized)

(Date Signed)

Contractor:

(Print Representative's Name)

(Representative's Title/Position)

(Representative's Signature)
(Must be Notarized)

(Date Signed)

**HEMET UNIFIED SCHOOL DISTRICT
PERFORMANCE BOND**

WHEREAS, the Governing Board of the Hemet Unified School District ("District") awarded a contract dated _____, 2009, ("Contract") to _____ ("Contractor") for performance of work required to complete Bid #2008/09-0402 for the District Student Information System;

WHEREAS, the Contractor is required pursuant to the Contract to furnish a bond to ensure faithful and timely performance of the work required pursuant to the Contract, which includes plans, specifications, schedules and other related documents;

WHEREAS, _____ ("Surety"), whose _____ business _____ address _____ is _____ and whose telephone number is _____, hereby certifies that it is an "admitted surety insurer" as defined in Section 995.120 of the California Code of Civil Procedure;

NOW THEREFORE, the Surety (as surety on this performance bond) and the Contractor, jointly and severally, are held and firmly bound unto the District in the _____ sum _____ of _____ Dollars (\$_____) lawful money of the United States of America, for which payment well and truly to be made, as indicated by the signatures hereon of our duly-authorized representatives, we each bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION is such that, if the Contractor or its heirs, executors, administrators, successors or assigns, shall fully perform all of the undertakings, terms, covenants, conditions, and agreements required pursuant to the Contract and any amendments or changes thereto, in full and strict conformance with the requirements thereof, and all within the time and in the manner designated therein in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, if the Contractor shall fail to make full, complete and satisfactory repairs and replacements of, and to protect the District from all loss, damage and expense resulting from or caused by, defective or non-conforming materials or faulty workmanship that are or become apparent within one (1) year after full and final acceptance of the work by the District, the obligations set forth herein shall remain in full force and effect. The obligation of Surety hereunder shall continue

so long as the Contractor has further obligation pursuant to the Contract or this performance bond. The obligations of Surety pursuant to this performance bond are exclusive of and distinct from any obligations of Surety or any other party pursuant to the required payment bond for the Project.

Whenever the Contractor shall be declared by the District to be in default of its obligations pursuant to the Contract, the District having performed its obligations pursuant to the Contract, the Surety shall promptly remedy the default or shall promptly:

1. Complete the Contract in full and strict accordance with its terms, conditions and other provisions, including any provisions for time of completion; or
2. Upon request of the District, obtain a bid or bids for completion of the Contract in full and strict accordance with its terms, conditions and other provisions, including any provisions for time of completion, and, upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the District for completion of the Contract, and thereafter make available as work progresses sufficient funds to pay the cost of completion less any balance of the Contract amount, not to exceed the monetary amount hereof. The phrase "balance of the Contract amount" as used in this and the following paragraph shall mean the total amount payable to the Contractor by the District pursuant to the Contract and any amendments or changes thereto, less any such amount previously paid by the District to the Contractor.

As provided in the Contract, Surety shall have seven (7) calendar days after notification from the District that the Contractor is in default of its obligations on the Contract to notify the District in writing regarding Surety's intentions with respect to the actions specified in the preceding paragraph. In the event, in the District's opinion, timing of completion has become critical, the Surety shall not unreasonably refuse any request by the District to waive the seven (7) calendar day period specified above and to consent to using replacement contractor(s) arranged by the District to complete the Project. In such event, Surety shall thereafter make available as work progresses sufficient funds to pay the cost of completion less any balance of the Contract amount, not to exceed the monetary amount hereof, plus an amount due to the District arising out of the Contractor's default. Notwithstanding anything to the contrary, in the event the District reasonably determines that the Contractor may not be able to meet any schedule required pursuant to the Contract, or that Contractor's performance is not as required by the Contract, the District may notify the Surety of an impending or probable default by the Contractor, and Surety and Contractor agree that such notice shall not be construed as any interference by the District with contract or bonding capacity of the Contractor.

In the event the District declares the Contractor in default of its obligations pursuant to the Contract and so notifies the Surety, the Surety shall neither use the Contractor nor accept a bid from the Contractor for purposes of completing the work required pursuant to the Contract without the express written permission of the District. Surety expressly agrees that the District may reject any contractor or subcontractor that the Surety may propose in fulfillment of its obligations in the event of a default by the Contractor.

No right of action shall accrue on or related to this performance bond to, or for the use of, any person, corporation or other entity other than the District and its successors and assigns. In the event the District is required to engage the services of an attorney in connection with enforcement and/or interpretation of this performance bond, with or without suit, Surety shall pay the District's reasonable attorneys' fees in addition to any other amounts required hereunder.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the work to be performed thereunder shall in any manner affect Surety's obligations on this performance bond, and Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or work for the Project.

IN WITNESS WHEREOF, this instrument has been duly executed by duly-authorized representatives of the Surety and Contractor as indicated below.

Surety:

Contractor:

(Print Representative's Name)

(Print Representative's Name)

(Representative's Title/Position)

(Representative's Title/Position)

(Representative's Signature)

(Representative's Signature)

(Date Signed)

(Date Signed)

Corporate Seal (*if applicable*):

Corporate Seal (*if applicable*):

(Public Contract Code Section 7106)

State of California)
) ss.
County of Riverside)

I declare under penalty of perjury that the foregoing is true and correct under the laws of the State of California.

Print Name: _____
(Must be Notarized)

DESIGNATION OF SUBCONTRACTORS
(FORM MUST BE SUBMITTED WITH THE BID)

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et. seq.) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the bidder (prime Contractor) in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the bidder (prime contractor), specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the bidder's (prime contractor's) total bid and (b) the portion of the work which will be done by each subcontractor. The bidder (prime contractor) shall list only one subcontractor for each such portion as is defined by the bidder (prime contractor) in this bid.

If a bidder (prime contractor) fails to specify a subcontractor or if a bidder (prime contractor) specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the bidder's (prime contractor's) total bid, bidder shall be deemed to have agreed that bidder is fully qualified to perform that portion, and that bidder alone shall perform that portion.

No bidder (prime contractor) whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow work to be performed by any one other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the bidder's (prime contractor's) total bid to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the bidder's (prime contractor's) total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, only after a finding reduced to writing as a public record of the District awarding this contract setting forth the facts constituting the emergency or necessity.

Note: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each alternate. Identify additional list of subcontractors by Alternate Bid No. (form enclosed)

Type of trade and
Portion of work

Name & License #
License Exp. Date

COMPLETE Address
and Telephone #

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated _____

(Name of bidder)

By _____

(Signature of Bidder)

Print Name _____

Address _____

Telephone _____

WORKERS' COMPENSATION
(FORM MUST BE SUBMITTED WITH BID)
Labor Code Section 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any. county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers, compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state that, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702 of the Labor Code.

I am aware of the provisions of Labor Code Section 3700, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

_____ Name of the Contractor	By _____ Signature
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_____ Print Name	_____ Title
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Date

(In accordance with Section 1860 and 1861 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract).

HEMET UNIFIED SCHOOL DISTRICT DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code Section 8350, *et seq.*, the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) The penalties that may be imposed upon employees for drug abuse violations.
- c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b)

establishing a drug-free awareness program and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355 (a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, *et seq.*

I acknowledge that I am aware of the provisions of Government Code Section 8350, *et seq.* and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

CONTRACTOR _____ Date: _____

SIGNATURE: _____