



# KANSAS CITY KANSAS PUBLIC SCHOOLS / USD 500

PURCHASING OFFICE | 2010 N. 59<sup>TH</sup> STREET | ROOM 370 \ KANSAS CITY, KS 66104

WEB SITE: [WWW.KCKPS.ORG/PURCHASING](http://WWW.KCKPS.ORG/PURCHASING)

## STUDENT INFORMATION SYSTEM

**BID No:** **RFP 17-026**      **ISSUE DATE:** **JUNE 7, 2017**

Purchasing Office, 2010 N. 59<sup>th</sup> Street, Room 370, Kansas City, KS 66104 until **2:00 PM., June 28, 2017**, at which time bids received will be publicly opened and read, for provision of a Student Information System, all in accordance with bid instructions, specifications and/or bid conditions attached hereto or as shown below.

### Contact/Technical Contact:

Wayne C. Correll, Purchasing Manager | (913) 279-2270 | e-Mail: [wayne.correll@kckps.org](mailto:wayne.correll@kckps.org)

### INSTRUCTIONS:

FAXED BIDS WILL NOT BE ACCEPTED / EMAILED BIDS WILL NOT BE ACCEPTED.

Mandatory specifications are enclosed. Please return the enclosed forms and your proposal as directed below. Complete all information requested on these forms. It is imperative that the additional documentation requested in this bid solicitation be included so that your bid may be equitably evaluated.

All quotes offered on this bid solicitation should include delivery charges and should be quoted F.O.B. delivered Kansas City, Kansas. Please respond according to the quantities requested.

Please be sure to indicate any items that do not meet the written specifications and attach literature and specification sheets for the equipment that your firm is offering. Please be advised that sample or referenced services may be required for further examination or demonstration prior to the awarding of the bid. Quote all options called for in this bid quote as minimum requirements.

If there are any questions concerning the specifications on this bid, please contact Penny Atchley, 2220 N. 59<sup>th</sup> Street, Suite 119, Kansas City, Kansas 66104, telephone: (913) 551-3200.

Unified School District No. 500 reserves the right to reject any and all bids without recourse from the vendor. If you cannot or chose not to quote on this bid and wish to remain on the bid list for this type of equipment/services, please indicate "No Bid" on the enclosed quotation form along with your firm's name and return it to the above address.

Wayne C. Correll  
Assistant Director of Purchasing  
Kansas City Kansas Public Schools/USD 500

# **1 INTRODUCTION AND ADMINISTRATIVE INFORMATION**

## **1.1 Purpose and Objectives**

- 1.1.1.** Kansas City Kansas Public Schools (KCKPS or the District) is seeking proposals for a web-based Student Information System Application. The system shall meet the District's needs as described in this RFP.
- 1.1.2.** This RFP contains the instructions governing the proposals to be submitted and the material to be included therein, minimum requirements that must be met to be eligible for consideration, and other requirements.

## **1.2 Invitation**

- 1.2.1.** KCKPS is hereby inviting qualified vendors who have an interest in or are known to meet the requirements of this RFP to submit a proposal in accordance with the policies, procedures, and dates set forth herein.
- 1.2.2.** All material submitted regarding this RFP becomes the property of the District and will only be returned to the offeror at the District's option.
- 1.2.3.** KCKPS reserves the right to withdraw this RFP at any time and for any reason and to issue clarifications, modifications, and/or amendments it may deem appropriate.

## **1.3 Vendor Requirements**

- 1.3.1.** The selected vendor will be required to assume total responsibility for all services offered in this proposal. The selected vendor will be considered the prime vendor and the sole point of contact with regard to all contractual matters.
- 1.3.2.** The offeror warrants that it has full power and authority to grant the rights of its license agreement to KCKPS with respect to its program without consent of any other person or entity. The offeror also warrants that neither the performance of the services by its company, nor the license to and use by KCKPS of its product and documentation will in any way constitute an infringement nor other violation of any United States issued copyright, trade secret, trademark, patent, invention, proprietary information, nondisclosure or other right of any third party.
- 1.3.3.** The awarded vendor must maintain the required insurance and bonding, as specified, during the installation. The awarded vendor shall be responsible for payment of any required taxes or fees associated with the contract. The awarded vendor shall be responsible for assuring compliance with all applicable codes and statutes and permitting requirements.

#### **1.4. Scope of Work**

- 1.4.1.** Kansas City Kansas Public Schools is seeking proposals for a Student Information System.
- 1.4.2.** The initial contract term shall commence when mutually agreed upon by KCKPS and the awarded vendor and will be in full force and effect throughout the 2017-18 fiscal year (July 1, 2017 – June 30, 2018). At the option of KCKPS, the contract may be extended beyond year one for up to 5 one-year terms from July 1 – June 30 subject to the parties' negotiation or mutually agreeable one year fee scheduled for each successive one-year term.
- 1.4.3.** District Profile: Kansas City Kansas Public Schools has approximately 23,500 students and employs 3,500 teachers and staff. The District has 4 early childhood centers, 30 elementary schools, 8 middle schools, and 5 high schools. KCKPS covers the City of Kansas City, Kansas.
- 1.4.4. Technical Profile**  
Current Student Information System: Silk and Pinnacle online grade book. Central virtualized server environment including:
- SQL/SIF/ Windows 2012 Server R2
  - Student Records Server - Windows 2012 Server R2 SQL 2008 or Higher, Visual Studio 2010
  - DHCP - Windows Server 2012 LAN/WAN information: Current Internet bandwidth is 400 mbps primary with 300 mbps secondary. Internal sites are connected via a dark fiber network.

#### **1.5. Inquiries**

- 1.5.1.** The offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission or error in the RFP prior to submitting the proposal.
- 1.5.2.** Inquiries concerning the content or subject of this RFP must be emailed to:  
  
Wayne Correll, Assistant Director of Purchasing [wayne.correll@kckps.org](mailto:wayne.correll@kckps.org)
- 1.5.3.** All inquiries regarding the project scope and specifications will be forwarded to the KCKPS Director of Technology Information Systems for review. Necessary modifications to the RFP will be posted to the KCKPS website at <http://www.kckps.org/index.php/request-for-proposal> as an addendum by June 28, 2017.

- 1.5.4. Offerors are encouraged to check the website prior to finalizing responses to ensure any additional requirements are incorporated into the submissions.

**1.6. Schedule of Activities**

- 1.6.1. The following timetable outlines the critical dates for the KCKPS Student Information System RFP process. KCKPS reserves the right to adjust this timetable as required and will provide online notice of any changes to all potential offerors.

<u>Date</u>	<u>Event</u>
June 7, 2017	Solicitation issued
June 28, 2017	Proposals Due by 11:59 PM
July 15, 2017	Initial proposal reviews
July 19, 2017	Vendor selection for demonstrations
Thru August 1, 2017	Vendor demonstrations
August 15, 2017	Reference checks and possible site visits (no later than)
September 1, 2017	Expected award
September 15, 2017	Contract negotiation Sept 15, 2017 – Oct. 1, 2017
January 1 – March 15 2018	Implementation

**2. INSTRUCTIONS FOR PROPOSAL**

**2.1. Submitting Proposals**

- 2.1.1. It is the sole responsibility of the offeror to see that the proposal is received by the submission deadline. **The offeror shall bear all risks associated with possible delays or malfunctions of electronic delivery means (email attachment).**
- 2.1.2. Offerors are required to complete and sign the Proposal Certification Form. This should be a scanned, hand signed document, in electronic format.
- 2.1.3. Companies submitting proposals must cause deliver of an original and four (4) copies of its proposal in a sealed envelope or box title: **Student Information System Proposal - "Company Name" by the required due date with all final proposal attachments included in pdf or MS Word format.** Faxed or hard copy mailed proposals will not be accepted.
- 2.1.4. There is no expressed or implied obligation for KCKPS to reimburse offerors for any expenses incurred in preparing proposals in response to this request.

**2.2. Proposal Format and Submission Requirements**

- 2.2.1.** All proposals shall be prepared in strict compliance with the Proposal Format outlined in Section 2.2.3. Failure to comply with all provisions of this RFP may result in the proposal being disqualified.
- 2.2.2.** Offerors shall submit proposals that are complete, thorough and accurate. Websites, brochures, and other similar material may be electronically linked/attached to the proposal but may not be used by the evaluation team in determining the extent to which the proposal is responsive or complete.
- 2.2.3.** All proposals must be written within a single document and must include the following items (in order). This is the main proposal. It does not include the later listed required attachments and optional appendices.
- 1) Title page: The title page should include the subject of the proposal: the proposing company's name and postal address; the name, email address, and telephone number of a contact person; and the date of the proposal.
  - 2) Table of contents
  - 3) Executive summary: This summary, limited to five (5) single-spaced pages, should provide a high-level description of the offeror's ability to meet the requirements of the RFP and a statement describing why the offeror believes itself to be the best qualified to provide the specified services. The summary must also include the names, titles, and background of the officers and operating personnel who would work with the District.
  - 4) References from three (3) K-12 school districts that are currently running the software program being proposed. The following information is required:
    - a) School district name, postal address, phone number, email address, and contact person's name
    - b) Number of students
    - c) How long the software program has been operational
    - d) Minimum of two (2) school districts each having a student population between 20,000 and 25,000 that have implemented the program within the past two (2) years.
  - 5) Scope of services (implementation plan): Based on the preliminary assessment of the project, please list the equipment, hardware, software, service, wiring/cabling, etc. the offeror proposes to implement as part of this project. Describe any equipment modifications/upgrades, installation, or replacement, and list all equipment by make, model and quantity. Develop and outline an implementation plan for the District. Be sure to clearly outline District manpower that would need to be allocated.
  - 6) Recommended system requirements: Please indicate the minimum and recommended server and workstation system requirements, including but not

limited to architecture/operating system, database management system (DBMS), required processing power, storage and backup, memory, platform, APIs and drivers, preferred web browser (must be cross compatible on multiple browser type i.e. Chrome, Internet Explorer, Safari Firefox, & etc.), internet connection type and speed, bandwidth and screen resolution.

- 7) Support services: Please indicate the level and nature of support you are prepared to provide in the following areas:
  - a) Package modifications and customization
  - b) Installation
  - c) Comprehensive data migration services
  - d) Testing
  - e) Documentation
  - f) Training/Professional Development
  - g) Problem resolution
  - h) Ongoing program maintenance
  - i) Options available for hosting the proposed solution
  - j) Other (specify)
- 8) Future enhancements: Provide as much information as possible about future enhancements or new features to your program that you expect to implement over the next year. Also, provide a general schedule of total system upgrades that you have coming over the next year.
- 9) Required Attachments:
  - a) (Attachment A) Warranty: Offerors shall include with the RFP response a detailed overview of all applicable warranties, including exclusions. Detail the responsibilities KCKPS will assume during the warranty contract period. Describe service provided during the warranty period.
  - b) (Attachment B) Cost proposal
  - c) (Attachment C) Executed copy of the Proposal Certification Form
  - d) Financial information: Each offeror shall be required to submit the previous year's Financial Statement (audited if available) for our analysis. They will be held confidential during the evaluation process.
- 10) Appendices: The content of the appendices is left to the offeror's discretion, but should be limited to material that will be helpful in describing the services proposed. Products and services which are not specifically requested in this RFP, but which are necessary to provide the functional capabilities offered by the offerors, should be included in this section and referred to in the main proposal.

### **2.3. Items to Include with the Proposal**

Omitted by design.

**2.4. Exceptions to Format**

It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals, recognizing that various proponent approaches may vary widely. Proposals that differ from the described format may be rejected. All information requested must be submitted, or alternatively, a statement giving the rationale of the offeror for not submitting the requested information. KCKPS may, if it deems it to be in the best interest, take such statements into consideration in determining the responsiveness of the proposal.

**2.5. General Conditions**

- 2.5.1.** Offeror must provide all requested information. Failure to so may result in rejection of the proposal at the option of the District.
- 2.5.2.** Proposals must meet or exceed specifications contained in this document.
- 2.5.3.** The District is exempt from city, county, state and federal sales/excise taxes. Tax Exempt Certificates will be issued upon request.
- 2.5.4.** KCKPS reserves the right to reject any or all proposals submitted, to waive formalities and minor irregularities in proposals received, and to accept any portion of a proposal or all items proposed if deemed in the best interest of the District.
- 2.5.5.** KCKPS reserves the right to retain all proposals submitted and to use any ideas or information provided in a proposal regardless of whether that proposal is selected.
- 2.5.6.** All information submitted in response to this RFP is a public record of the Kansas Open Records Act and will be available for inspection upon completion of contract negotiations and award. The offeror should not include as part of the response to this RFP any information which the offeror believes to be a trade secret or other privileged or confidential data. If the offeror wishes to include such information with the proposal, the material must be sent in a separate email labeled with the RFP number and clearly marked "Confidential." KCKPS will endeavor to keep that information confidential, separate and apart from the proposal subject to the provisions of the Kansas Open Records Act or order of court.

- 2.5.7.** For services requiring the vendor's presence on KCKPS property and the project site, the awarded vendor must provide proof of insurance that meets the insurance requirements stated in section 3.4 of this RFP document.
- 2.5.8.** The proposal awardee is not permitted to transfer any interest in the project whether by assignment or otherwise without prior written consent of the KCKPS TIS Department.
- 2.5.9.** No officer, employee, or their dependent or person residing in and sharing the expenses of their household, shall have a financial interest in the sale to the District of any real or personal property, equipment, material, supplies, or services. This rule also applies to subcontracts with the District. Soliciting or accepting any gift, gratuity favor, entertainment, kickback, or any items of monetary value from any person who has or is seeking to do business with the District is prohibited. Evidence of any offeror offering gratuities to any District employee (or in the case of schools, any District staff member or students) will be cause for removal from the District's list of authorized vendors.
- 2.5.10.** The awarded vendor shall save and hold harmless the District from any liability or legal expenses involved in patent infringement suits, copyright infringements, and any claims or demands for the use of patented materials, process, article or device that may enter into the manufacture, construction, or form a part of any work covered or materials and equipment furnished to complete this contract.
- 2.5.11.** Submission of a proposal is deemed as acceptance of all terms, conditions and specifications contained in the KCKPS solicitation package initially provided to the offerors. Any proposed modification must be accepted in writing by KCKPS prior to award of the proposal.
- 2.5.12.** Each offeror (and its employees, representatives, and sub-vendors) agrees to abide by all applicable federal, state and local codes, laws, rules, and regulations. The awarded vendor shall furnish all supplies, which conform to all applicable safety codes and regulations.
- 2.5.13.** Any proposal deemed to be a collusive or a sham proposal will be rejected. An authorized signature on this proposal assures that such proposal is genuine.
- 2.5.14.** All obligations of the District under this contract are solely from currently budgeted funds and this contract does not constitute a multiple fiscal year obligation of the District. Notwithstanding any other provision of the contract, all District obligations accruing beyond the current budget year are expressly subject to funds being budgeted and appropriated therefore in accordance with Kansas law.



- 2.5.15.** This solicitation does not commit KCKPS to award a contract or to pay any costs incurred to procure a contract for the services. KCKPS reserves the right to cancel in part or in its entirety this proposal if it is deemed to be in the best interest of the District.
- 2.5.16.** In the event the District has reasonable grounds to believe that any individual assigned to perform work under this contract has a criminal record, is a registered sex offender, is under the influence of alcohol or other substance, has exhibited violence or based upon other information the District deems reliable; the District may exclude such individual from any school building or grounds or impose reasonable conditions upon such individual's presence upon any school premises. In the judgment of the District, if the contract cannot be performed as a result of such action, the contract may be terminated.
- 2.5.17.** Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the District Court in and for Wyandotte County, State of Kansas. The transactions covered herein shall be governed by the laws of the State of Kansas.

### **3. EVALUATION OF PROPOSALS AND AWARD**

#### **3.1. Evaluation and Award**

- 3.1.1.** Proposals will be evaluated by a project evaluation committee
- 3.1.2.** Only the names of the companies submitting proposals will be disclosed (upon request) prior to the completion of contract negotiations and award.
- 3.1.3.** Responses to this RFP will be independently evaluated by a proposal evaluation committee to be established for such purpose. The evaluation committee reserves the right, where it may serve its best interest, to request personal interviews with one or more offerors. These offerors will be required to present a product demonstration(s) to the committee.
- 3.1.4.** Proposals submitted will be evaluated using pre-determined objective rating criteria. Those that are clearly non-responsive to the stated requirements may be eliminated prior to the evaluation.
- 3.1.5.** During the evaluation process, KCKPS reserves the right, where it may serve the District's best interest, to request additional information or clarifications from the offerors, or to allow corrections of errors or omissions. Amendments or clarifications

to submitted proposal not requested by KCKPS will not be accepted, nor considered after the submission deadline.

- 3.1.6.** The contract for a Student Information System will be awarded to the offeror whose proposal, conforming to this RFP, will be most advantageous to the District, price and other factors considered. Due to the evaluation procedure for the RFP, lowest dollar price may not indicate the successful awardee. Price (Attachment B) constitutes only one of several evaluation criteria. The evaluation committee will judge the merit of proposals received in accordance with the criteria described in Section 3.2.

### **3.2. Evaluation Criteria**

- 3.2.1.** The following criteria will be considered by the evaluation committee when reviewing proposals:

- 1) Conformance and suitability of proposal to general specifications and purpose
- 2) Ease of use
- 3) Ongoing training and professional development program
- 4) Support/record of performance references from districts using software
- 5) Total cost package
- 6) Financial stability of provider
- 7) Design of program/technology

Offerors must submit documentation of each feature supported by their program. Documentation can include any of the following: screen captures, videos, manuals, guides, online help captures, and any additional documentation that demonstrates the feature supported.

- 3.2.2.** The accompanying requirement checklist (Attachment A) identifies the desired features of the overall program. For each item, the offeror is requested to indicate whether or not the proposed program complies with the requirement. Attach additional sheets as necessary for clarification.

### **3.3. Contract Development**

- 3.3.1.** KCKPS reserves the right to negotiate further with one or more offeror and/or the successful offeror. The content of the RFP and the selected proposal, including the scope of services, will become an integral part of the contract, but may be modified by the provisions of the contract.

- 3.3.2.** During the period between the award and the completion of the contract, this RFP, in conjunction with the accepted proposal, will constitute, unless otherwise negotiated, a legal binding contract between KCKPS and the selected offeror. A submission of a proposal in response to this RFP is an offer to contract with KCKPS based upon the terms, conditions, scope of work, and specifications contained in this RFP.
- 3.3.3.** A purchase order referencing the awarded vendor's proposal documents will result in a binding contract without the necessity for further action by either party, unless specifically indicated within the proposal that the awarded vendor desires a formal contract. Should the awarded vendor desire a formal contract, all costs associated with obtaining the contract will be borne by the awarded vendor.

#### **4. INDEMNIFICATION**

The awarded contractor shall agree to indemnify, defend, and save harmless KCKPS, its elected officials, officers, agents, employees, individually and collectively; from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorney's fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the awarded contractor, its employees, or agents in connection with the performance of service pursuant to the resultant contract; the awarded contractor shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by KCKPS in the defense of such claims and losses, including appeals.

#### **5. TERMINATION OF AWARD**

**5.1. For Cause:** If, through any cause, the awarded contractor shall fail to fulfill in a timely and proper manner its obligations or if the awarded contractor shall violate any of the covenants, agreements, or stipulations of the award, the District shall, thereupon, have the right to terminate the award by giving thirty (30) days advance written notice to the awarded contractor of such termination. In that event, all finished or unfinished services, reports or other materials prepared by the awarded contractor shall, at the option of the District, become property of KCKPS and the awarded contractor shall be entitled to receive just, equitable compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the awarded contractor shall not be relieved of liability to the District for damage sustained by the District by virtue of breach of the award by the awarded contractor. KCKPS may withhold any payments to the awarded contractor until the exact amount of damages due the District from the awarded contractor can be determined.

**5.2. For Convenience:** KCKPS may, for its convenience, terminate this contract in whole or in part without cause by giving written notice of the termination to the awarded contractor specifying the part of the contract terminated and when termination becomes effective. If the contract is terminated by KCKPS as provided in this section, KCKPS shall compensate the awarded contractor in accordance with the contract for all services actually performed by the awarded contractor and reasonable direct costs. All finished or unfinished documents and other materials shall be properly delivered to KCKPS. No compensation shall be due to the awarded contractor for any profits that the awarded contractor expected to earn on the balance of the contract. Such payments shall be the total extent of KCKPS's liability to the awarded contractor upon a termination. This in no way implies that KCKPS has breached the contract by exercise of the Termination for Convenience Clause.

## **6. INSURANCE**

The awarded vendor shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverage amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District's Chief of Human Resources and Operations. All insurance shall be with a carrier licensed in the state of Kansas and shall have a minimum A.M. Best rating of A-. The awarded vendor shall furnish the District's Technology Director with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. The standard wording of said certificates shall be amended to state that coverage provided is primary and is not excess to or contributing with any insurance or self-insurance maintained by the awarded vendor. The awarded vendor shall provide at least thirty (30) days advance written notice to the District prior to cancellation or change of coverage. The insurance requirements specified in this section shall not reduce the indemnification liability that the awarded vendor has assumed in Section 4.

### Commercial General Liability

- 1) Each Occurrence Bodily Injury & Property Damage      \$1,000,000
- 2) Each Event Personal Injury      \$1,000,000
- 3) General Aggregate      \$2,000,000
- 4) Coverage must be written on an "occurrence" basis
- 5) Kansas City Kansas Public Schools and its elected officials and employees shall be named as additional insureds; copy of policy endorsement must be attached to the Certificate of Insurance

Commercial Automobile Liability Providing Coverage for Owned, Non-Owned, and Leased or Hired Vehicles

- 1) Bodily Injury & Property Damage Combined Single Limit      \$1,000,000
- 2) Medical Payment Coverage      \$5,000
- 3) Kansas City Kansas Public Schools and its elected officials and employees shall be named as additional insureds; copy of policy endorsement must be attached to the Certificate of Insurance

Workers' Compensation

- 1) State of Kansas      Statutory
- 2) Employer's Liability      \$500,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$500,000 Disease – Each Employee

Waiver of subrogation in favor of Kansas City Kansas Public Schools; copy of policy endorsement must be attached to the Certificate of Insurance

## Attachment A

### SIS REQUIREMENTS

Please include the necessary information/documentation to address the following items as they pertain to the proposed solution.

<b>GENERAL</b>	
Browser Based, Compatible with Safari, Firefox, Internet Explorer, and Chrome	
Online Enrollment/Reenrollment	
<b>PARENT/STUDENT ACCESS</b>	
Enrollment/Reenrollment	
Check Grades/Assignments	
Attendance	
Online Permission Slips	
Mobile Friendly Portals	
Require email address	
<b>SCHOOL STAFF</b>	
Attendance	
In Accordance with Kansas State Requirements	
Allows Notes	
Block Schedule Flexible	
By Course, By Teacher, Summary of Missing Attendance	
Attendance Calculations – Flexibility	
Multiple Absence Computations	
Integrate with Pinnacle Grade Card	
Integrate with SchoolLoop	
Complete Data Validation	
Error Checks	
Complete Discipline System	
Meets Reporting Requirements of the State of Kansas	
Teacher Enter Referral	
Queued to Administrators for Response	
Parent Letters Generated at Time of Response	
User Reporting	
Ability to Customize and Create Reports at the School Level	
Export Reports to MS Excel	
Trend Data	
At Risk Tracking	
Graduation Analysis	
SchoolLoop/Pinnacle Replacement	
Social Media Messaging Component	
Add Students to Multiple Households	

Connect Siblings	
Required Fields	
Send/Receive Electronic Transcripts	
Student Flags	
Online Training Modules	
Uploading Documents	
Withdraw Process/Required Information, Checklist	
Search Duplicates	
Phone Dialer	
Track Changes on Address/Phone Numbers	
Student Plans (SIT, 504, ESL Plans)	
Inventory	
Laptops, IMS Replacement	
Instruments	
Address Verification	
Summer School	
Enrollment	
Attendance	
Grades	
Transcripts	
Truancy	
Generation of Truancy Alerts and Letters to Parents	
Tracking of Students from Meeting with District Attorney Referral	
Electronic Referral to District Staff	
District Review and Approve for District Attorney Referral	
Electronic Transmission to District Attorney of Approve Referrals	
Fees	
Generate Fees Based on Courses	
Generate Fees by Group (All, Grade, Selected Group)	
Printed Receipt When Payment is Made	
School Can Create Fee Type	
Lunch Balances	

<b>Administrators</b>	
District Host	
SQL DB	
Security	
Down to the Field	
User Security	
Account Creation to Include the First and Last Name	
Able to Set Limitations and Time Frames to Passwords	
To Include Automatic Movement when Teachers or Staff Change Schools	
To Include All Nationally Known Standards for Security	
Audit Trails	
Plan Support Implementation	
Help Desk Report Response Times	

Teacher Certifications Housed	
Compatible with Point of Sale & Fee Payment (Horizon) Software with Online Payment System	

<b>Scheduling</b>	
Flexible Scheduling Customization	
Multiple Day Schedule, Multiple Periods	
Different Start and End Dates at Schools	
Conflict Matrix	
Online Course Academy Selection	
Student Interface to Enter Course Request	
Automatic Course Request Assignment	
On-The-Fly Days and Periods	

<b>Course Table</b>	
Meet Kansas Requirements	
Include CIP-CTE Codes	
Include Pathway Course Requirements	
Include College Credit	

<b>Testing</b>	
Student Clearinghouse Report for NCAA	
Online Test Building to Share	
Interface with Multiple Placement Assessment	
All Assessments	
Career Cruising Dashboard Coordination	
IPS – Individual Plan of Study	
Scan Student ID's for Field Trips	
Diploma + Endorsements	

<b>Health Module</b>	
Medications	
Medications Administration Tracking – Scanner?	
Each Field Can Have Separate Security Access	
Charting	
Track Incidents/Medications/Health Issues	

<b>ESL</b>	
Individual Learning Plan	
Expected Outcomes	
Accommodations	
Program Module	
Teachers	
Assessment Scores	
New Each Year	
Access Prior Year ILP	



ESL Meeting Log	
Student Contact Minutes Based Upon Classes in Schedule	
Assign ESL Staff to Class by Time	
Modify Students Based Upon Pull-Outs	
ESL Teacher Schedules	
ESL Forms (PDF)	

<b>Tracking</b>	
FAFSA	
Field Trips	
Pre-Schools	
Graduation Cohorts	
ATR4 Criteria for Pre-Schools	
Lunch Status	
Immigrant/Migrant	
Permits	
Legal Matters	
Programs	
Guidance Services	
Ethnic Services	
Ethnic and Race	
Permission Notifications	
Google Account Information	

<b>Grading</b>	
Numeric and Letter Grade Reporting	
Honor Roll Creation Based on Multiple Criteria	
Sports Eligibility Processes	
Multiple Grade Configurations	

<b>Yearly Roll Over Process</b>	
Maintain Copy of Previous Year	
Ability to Assign Specific Schools to Each Student	

<b>Student and Staff Picture Import</b>	
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<b>KSDE Certified for State Reporting</b>	
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## **Attachment B**

### **COST PROPOSAL**

KCKPS reserves the right to reject any or all proposals or any part thereof. KCKPS reserves the right to negotiate with an offeror for further proposal considerations. Orders resulting from this proposal will be subject to the terms and conditions included with this proposal.

Please provide a complete price structure for a Student Information System including but not limited to the following line items:

#### **INITIAL IMPLEMENTATION**

- Hardware and Network (file servers, network and data communication, etc.)
- Software (application, system performance monitoring, etc.)
- Technical Support (installation and implementation)
- Comprehensive data migration services (\$0 if you are the current vendor)
- Custom development, data conversion, creation of custom reports, etc.
- Documentation
- Professional development and training for implementation. Please specify hourly, flat rate, etc.

#### **ANNUAL COSTS**

- Yearly licenses per number of users/students
- Hosting costs
- Software upgrades (should be included and no additional costs)
- Customization consulting fees

**Attachment C**

**PROPOSAL CERTIFICATION FORM**

The undersigned hereby affirms that:

He/she is a duly authorized agent of the company issuing this proposal and that all information provided in the proposal is true and accurate.

He/she has read the conditions and technical specifications, which were made available to the company in conjunction with this RFP, and fully understands and accepts these terms unless specific variations have been expressly listed in the proposal.

The company will adhere to all terms and conditions and provide, at a minimum, all services as expressed in the RFP and /or the company's proposal responding to the RFP.

The company meets or exceeds all of the required criteria as specified by this RFP, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.

The company's proposal is being offered independently of any other offeror and in full compliance with the terms specified in Sections 2 and 3 of the RFP.

The company will accept any awards made to it, contingent on contract negotiation, as a result of this RFP for a minimum of ninety (90) calendar days following the date and time of the RFP opening.

If awarded a contract, the company warrants that it will not delegate or subcontract its responsibilities without express prior written permission of KCKPS.

BY:	_____	DATE	_____
TITLE:	_____	FIRM:	_____
PHONE:	_____	EMAIL:	_____

## **Attachment D**

### **Data Privacy Addendum**

The provisions of this Data Privacy Addendum are a part of the Short-Form Services Agreement and apply to all Contractors that will or may have access to student information.

#### **Covered Data**

As used in this addendum, confidential information, confidential data, student information, student data, and personally identifiable information ("PII") have the same meaning. Student PII means information collected, maintained, generated or inferred that alone or in combination personally identifies an individual student or the student's parent or family, in accordance with applicable Kansas Statute.

#### **Compliance with State and Federal Law**

All data sharing, use, and storage will be performed in accordance with the requirements of the Family Educational Rights and Privacy Act of 1974 as amended, 20 U.S.C. § 1232g & 34 C.F.R. § 99 ("FERPA").

#### **Contractor Obligations:**

1. *Uses and Disclosures as Provided in the Agreement.* Contractor may use and disclose the confidential information provided by the District only for the purposes described in the Agreement and only in a manner that does not violate local or federal privacy regulations. Only the individuals or classes of individuals will have access to the data that need access to the confidential information to do the work described in the Agreement. Contractor shall ensure that any subcontractors who may have access to confidential information are contractually bound to follow the provisions of the Agreement.
2. *Nondisclosure Except as Provided in the Agreement.* Contractor shall not use or further disclose the confidential data except as stated in and explicitly allowed by the Agreement and state and federal law. Contractor does not have permission to re-disclose data to a third party although the District may decide to do so.
3. *Safeguards.* Contractor agrees to take appropriate administrative, technical and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of student information. Contractor shall ensure that student information is secured and encrypted to the greatest extent practicable during use, storage and/or transmission.
4. *Reasonable Methods.* Contractor agrees to use "reasonable methods" to ensure to the greatest extent practicable that Contractor and all parties accessing data are compliant with state and federal law. Specifically, this means: 1. Only de-identified student data may be used for the purposes of educational research. 2. Contractor must protect confidential data from re-identification, further disclosures, or other uses, except as authorized by the District in accordance with state and federal law. Approval to use confidential data for one purpose does not confer approval to use it for another.
5. *Confidentiality.* Contractor agrees to protect student information according to acceptable standards and no less rigorously than they protect their own confidential information.

6. *Reporting.* Contractor shall report to the District within 48 hours of Contractor becoming aware of any use or disclosure of the confidential information in violation of the Agreement or applicable law.
7. *Data Destruction.* Confidential information must be destroyed in a secure manner or returned to the District at the end of the work described in the Agreement. Contractor agrees to send a written certificate that the data was properly destroyed or returned within 30 days of the end of the work as described in the proposal. Additionally, during the term of the Agreement, Contractor shall destroy confidential information upon request of the District as soon as practicable. Contractor shall destroy confidential information in such a manner that it is permanently irretrievable in the normal course of business.
8. *Minimum Necessary.* Contractor attests that the confidential information requested represents the minimum necessary information for the services as described in the Agreement and that only necessary individuals or entities who are familiar with and bound by this addendum will have access to the confidential information in order to perform the work.
9. *Authorizations.* When necessary, Contractor agrees to secure individual authorizations to maintain or use the confidential information in any manner beyond the scope or after the termination of the Agreement.
10. *Data Ownership.* The District is the data owner. Contractor does not obtain any right, title, or interest in any of the data furnished by the District.
11. *Misuse or Unauthorized Release.* Contractor shall notify the District as soon as possible upon discovering the misuse or unauthorized release of student PII held by Contractor or one of its subcontractors, regardless of whether the misuse or unauthorized release is the result of a material breach of the Agreement.
12. *Data Breach.* In the event of a data breach, Contractor will be responsible for contacting and informing any parties, including students, which may have been affected by the security incident. Contractor will promptly notify the District upon the discovery of any data breach.

### **Prohibited Uses**

Contractor shall not sell student PII; use or share student PII for purposes of targeted advertising; or use student PII to create a personal profile of a student other than for accomplishing the purposes described in the Agreement.

Notwithstanding the previous paragraph, Contractor may use student PII to ensure legal or regulatory compliance or take precautions against legal liability; respond to or participate in the judicial process; protect the safety of users or others on Contractor's website, online service, or application; or investigate a matter related to public safety. Contractor shall notify the District as soon as possible of any use described in this paragraph.

### **School Service Contract Provider Additional Provisions**

If Contractor is a School Service Contract Provider – defined as an entity that enters into a contract with the District to provide a website, online service, or application that is designed and marketed primarily for using in a school and collects, maintains or uses student personally identifiable information – the following provisions shall apply:

1. *Data Collection Transparency and Privacy Policy.* Contractor shall provide clear information that is understandable by a layperson explaining the data elements of student PII that Contractor collects, the learning purpose for which it collects the student PII, and how Contractor uses and shares the student PII. The information must include all student PII that Contractor collects regardless of whether it is initially collected or ultimately held individually or in

the aggregate. Contractor shall provide the District with a link to the information on a webpage maintained and updated by Contractor so that the District may post the link on its website.

2. *Notice Before Making Changes to Privacy Policy.* Contractor shall provide notice to the District before making material changes to Contractor's privacy policy that affects student PII.
3. *Access to Student Information.* Upon request by the District, Contractor agrees to provide in a readable electronic format a copy of all student PII maintained by the Contractor for individual students.
4. *Grounds for Termination.* Contractor understands that any breach by Contractor or any subcontractor of this addendum, state or federal law regarding student information, or the Contractor's privacy policy described above, may be grounds for termination of the Agreement in accordance with applicable Kansas Statute.

## ATTACHMENT E – USD 500 STANDARD TERMS AND CONDITIONS

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1. SCOPE: The following terms and conditions shall prevail unless otherwise modified by U.S.D. 500 within this bid document. U.S.D. 500 reserves the right to reject any bid which takes exception to these terms and conditions.
2. DEFINITIONS AS USED HEREIN:
  - a. The term "bid request" means a solicitation of a formal sealed bid.
  - b. The term "bid" means the price offered by the bidder.
  - c. The term "bidder" means the offeror or Contractor.
  - d. The term "U.S.D. 500" means Unified School District No. 500.
  - e. The term "Board of Education" or "BOE" means the governing body of Unified School District No.500
3. COMPLETING BID: Bids must be submitted ONLY on the form provided in this bid document. All information must be legible. Any and all corrections and /or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.
4. CONFIDENTIALITY OF BID INFORMATION: Each bid must be sealed and submitted in or under cover of the enclosed envelope to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid or in a separate envelope marked "Literature for Bid (Number)." Do NOT indicate bid prices on literature. All bids and supporting bid documents become public information after the bid opening and are available for inspection by the general public in accordance with the Kansas Open Records Act.
5. ACCURACY OF BID: Each bid is publicly opened and is made part of the public record of U.S.D. 500. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. SUBMISSION OF BID: Bids are to be sealed and submitted to the Purchasing Department Office, 2010 North 59<sup>th</sup> Street, Room 370, Kansas City, Kansas, 66104, prior to the date and time indicated on the cover sheet.
7. ADDENDA: All changes in connection with this bid will be issued by the Purchasing Office in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the bid.
8. LATE BIDS AND MODIFICATION OR WITHDRAWALS: Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.
9. BIDS BINDING: All bids submitted shall be binding upon the bidder if accepted by U.S.D. 500 within sixty (60) calendar days after the bid opening.
10. EQUIVALENT BIDS: When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/ or samples may be required and shall be supplied at no charge to the school district.
11. NEW MATERIALS, SUPPLIES AND EQUIPMENT: Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect, and suitable for their intended purpose. All equipment shall be assembled and fully serviced, ready for operation when delivered.
12. WARRANTY: Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to U.S.D. 500 by any other clause of this bid reserves the right to request from bidders a separate manufacturer certification of all statements made in the Proposal.
13. METHOD OF AWARD AND NOTIFICATION: Bids will be analyzed and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of U.S.D. 500.
14. U.S.D. 500 reserves the right to reject any or all bids and any part of a bid: to waive informalities, technical defects, and minor irregularities in bids received: and to award the bid on an item by item basis by specified groups of items or to consider bids submitted on an "all or nothing" basis if the bid is clearly designed as such or when it is determined to be in the best interest of U.S.D. 500.
15. The signed bid shall be considered an offer on the part of the bidder: such offer shall be deemed accepted upon the issuance by U.S.D. 500 of a Purchase Order or other contractual document.
16. DELIVERY TERMS: All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.
17. DAMAGED AND/OR LATE SHIPMENTS: U.S.D 500 has no obligation to accept damaged shipments and reserves the right to return at the Contractor's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Contractor is responsible to notify U.S.D. 500 Purchasing Office of any late or delayed shipments. U.S.D. 500 reserves the right to cancel all or any part of an order if the shipment is not made as promised.
18. CREDIT TERMS: Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
19. SELLER'S INVOICE: Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.
20. TAX EXEMPT: U.S.D. 500 is exempt from Federal, State and local taxes by KS-FZLEKBLQ. Sites of all transactions under the order(s) that shall be derived from this bid request shall be deemed to have been accomplished within the State of Kansas.

- 21. SAFETY: All practices, materials, supplies and equipment shall comply with the federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- 22. DISCLAIMER OR LIABILITY: U.S.D. 500 will not hold harmless or indemnify any bidder for any liability whatsoever.
- 23. TERMINATION RIGHTS: KCKPS shall have the right to terminate/cancel the Agreement for its convenience and without penalty upon thirty (30) days prior written notice to the Contractor.
- 24. HOLD HARMLESS: The Contractor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents fee and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

**NO MUTUAL INDEMNIFICATION:**

K.S.A.72-8201a: Contracts; indemnification or hold harmless provisions, void.

(a) It is the public policy of the state of Kansas that all contracts entered into by the board of education of a school district, or any officers or employees thereof acting on behalf of the board, provide that the school district and board of education shall be responsible solely for the district's or board's actions or failure to act under a contract.

(b) The board of education of a school district or any officers or employees thereof acting on behalf of the board shall not have the authority to enter into a contract under which the school district or board agrees to, or is required to, indemnify or hold harmless against damages, injury or death resulting from the actions or failure to act on the part of any party to a contract other than the board or district.

(c) The provisions of any contract entered into in violation of this section shall be contrary to the public policy of the state of Kansas and shall be void and unenforceable.

- 25. INSURANCE: Upon receipt of award, Contractor shall provide Certificate of Insurance as required within three (3) days after notification issued by the Purchasing Department.

A. The following general insurance requirements apply to any and all work under this contract by all Contractors and subcontractors of any tier.

- (1) Any and all insurance required by this contract with each and any and all insurance required by this contract shall be maintained during the entire length of this contract, including any extensions thereto, and until all work has been completed to the satisfaction of the Kansas City Kansas Public Schools. Any and all insurance must be on an occurrence basis.
- (2) No Contractor or subcontractor shall commence work under a contract until all insurance requirements contained within the solicitation have been complied with and until evidence of all insurance requirements in each and every contract with each and every subcontractor of any tier and shall require the same to comply with all such requirements.
- (3) The Kansas City Kansas Public Schools shall be covered as an Additional Insured under any and all insurance required by this contract. Confirmation of this shall appear on all certificates of insurance and on any and all applicable policies. The title of the awarded contract shall also appear on any and all applicable policies.
- (4) The Kansas City Kansas Public Schools shall be given no less than thirty (30) days' written notice of cancellation. The Kansas City Kansas Public Schools shall be given not less than thirty (30) days' prior written notice of material changes of any insurance required under this contract. The Kansas City Kansas Public Schools shall be given written notice of renewal of coverage not less than thirty (30) days prior to the expiration of any particular policy.
- (5) Each and every agent shall warrant when signing the certificate of insurance that he is acting as an authorized representative on behalf of the companies affording insurance coverage under the contract and that he is licensed by the State of Kansas to conduct insurance business in the State of Kansas and that the companies affording insurance coverage are currently licensed by the State of Kansas and are currently in good standing with the Commissioner of Insurance for the State of Kansas.
- (6) Any and all companies providing insurance required by this contract shall meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the certificate of insurance.

For all contracts, regardless of risk, companies providing insurance under this contract must have a current:

- (a) Best's Rating not less than A, and
- (b) Best's Financial Size Category not less than Class VII

- (7) In the event the Contractor neglects, refuses, or fails to provide insurance required by the contract documents, or if such insurance is canceled for any reason, Kansas City Kansas Public Schools shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Contractor or Kansas City Kansas Public Schools shall have the right to cancel the contract.

B. Worker's Compensation and Employer's Liability Insurance

The Contractor shall procure and maintain Worker's Compensation and Employer's Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under this contract.

Worker's Compensation.....Statutory



Employer's Liability

Bodily Injury by Accident .....	\$1,000,000 each accident
Bodily Injury by Disease .....	\$1,000,000 each employee
Bodily Injury by Disease .....	\$1,000,000 policy limit

C. Comprehensive General Liability Insurance

The Contractor shall procure and maintain Comprehensive Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following specific extensions of coverage shall be provided and indicated on the certificate of insurance:

- (1) Comprehensive Form
- (2) Contractual Insurance
- (3) Personal Injury
- (4) Broad Form Property Damage
- (5) Premises – Operations
- (6) Completed Operations

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under this contract. Policy coverage must be on an occurrence basis.

D. Automobile Liability Insurance

The Contractor shall procure and maintain Automobile Liability Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following extensions of coverage shall be provided and indicated on the certificate of insurance.

- (1) Comprehensive Form
- (2) Owned, Hired, Leased and non-owned vehicles

If the Contractor does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Contractor's personal automobile policy or the Comprehensive General Liability coverage required under this contract.

E. Commercial Crime insurance (when applicable)

The Contractor shall procure and maintain Commercial Crime/Fidelity insurance in an amount not less than \$1,000,000.00, including coverage for theft or loss of KCKPS property.

- 26. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- 27. ANTI-DISCRIMINATION CLAUSE: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color handicap, sex, national origin, or religious creed.
- 28. BID BOND/PERFORMANCE BOND (Applicable to Construction/Remodel/Repair Projects, Unless Waived by the District)
  - A. Each proposal must be accompanied by a certified or cashier's check, or a bid bond in the amount of five percent (5%) of the Contractor's total bid.
  - B. A Performance Bond and a Material and Labor Payment Bond in amounts equal to one hundred percent (100%) of the contract price shall be furnished by the successful bidder. Bonds shall be issued by a surety acceptable to the Board.
- 29. DISQUALIFICATION:
  - A. The Director of Purchasing may, at her/his sole discretion, disqualify a bidder for one or any combination of the following reasons:
    - 1. Bidder's product does not meet the specifications or bid conditions of the solicitation;
    - 2. Bidder's tendered bid is not received on the District's bid form;
    - 3. Bidder's tendered bid is not signed;
    - 4. Required bid bond is not furnished at time of bid opening;
    - 5. Failure to comply with bid instructions, terms and conditions that are judged to be essential to the competitive process and in the best interests of the District.
  - B. Disqualification of bidders on future bids may be considered for any one or combination of the following reasons:
    - 1. Refusal of the bidder to complete a contract or bid;
    - 2. Bidder's past history of late deliveries or partial/incomplete shipments,
    - 3. Bidder's products or services have proven unreliable, unworkable or have not accomplished the result requested in the District's specifications.
- 30. SUPPLIER DIVERSITY: The Kansas City Kansas Public Schools encourages supplier diversity and participation of MBE/WBE/DBE designated businesses. However, such participation will not result in any selection or scoring advantage in the bid evaluation process.

## ATTACHMENT F – CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

**"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."**

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due to Lack of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject

to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information**: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying**: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

**ADDENDUM NUMBER 1  
BID NUMBER IFB RFP 17-026**

**STUDENT INFORMATION SYSTEM**

**ISSUED: June 14, 2017**

**PURCHASING DEPARTMENT  
UNIFIED SCHOOL DISTRICT 500  
2010 N. 59<sup>th</sup> STREET, ROOM 370  
KANSAS CITY, KANSAS 66104  
(913) 551-3200**

Note the following changes to the above-mentioned bid. This information is to be taken into consideration when responding to the original bid document.

- 1. Clarification of Bid Submission Requirements:** Subsection 2.1 Submitting Proposals (Page 4 of 27) is hereby deleted in its entirety, and replaced as follows:

"2.1 Submitting Proposals

2.1.1 It is the sole responsibility of the offeror to see that the proposal is received by KCKPS in hard copy form by the submission deadline. The offeror shall bear all risks associated with possible delays in delivery of offeror's proposal in hard copy form to KCKPS.

2.1.2. Intentionally Omitted.

2.1.3. Companies submitting proposals must cause deliver of an original and four (4) copies of its proposal in a sealed envelope or box title:

**IFB 17-026 Student Information System Proposal - "Company Name"**

by the required due date with all final proposal attachments to:

Kansas City Kansas Public Schools  
Attn: Assistant Director of Purchasing  
2010 N. 59<sup>th</sup> Street, Room 370  
Kansas City, KS 66104

2.1.4. There is no expressed or implied obligation for KCKPS to reimburse offerors for any expenses incurred in preparing proposals in response to this request."

2. **Delete and Replace:** Subsections 2.3 (Pages 6 and 7 of 24) are hereby deleted in its entirety, and replaced as follows:

"2.3. Intentionally Omitted."

3. **Delete and Replace:** Subsections 2.5.6 (Page 7 of 24) are hereby deleted in its entirety, and replaced as follows:

"2.5.6 All information submitted in response to this RFP is a public record of the Kansas Open Records Act and will be available for inspection upon completion of contract negotiations and award. The offeror should not include as part of the response to this RFP any information which the offeror believes to be a trade secret or other privileged or confidential data. If the offeror wishes to include such information with the proposal, the material must be sent in a separate sealed envelope or package labeled with the RFP number and clearly marked "Confidential." KCKPS will endeavor to keep that information confidential, separate and apart from the proposal subject to the provisions of the Kansas Open Records Act or order of court."

4. **Response to Bidder Question:**

1	<b>[Can] companies from Outside USA apply for this (like Canada or India)?</b>
<b>KCKPS</b>	There is no "Buy American" requirement for this solicitation. Firms outside of the United States may submit proposals.
2	<b>[Will the awarded firm] need to come over there for meetings.</b>
<b>KCKPS</b>	Yes. Onsite meetings (Kansas City, Kansas) will be required.
3	<b>Can we perform the tasks (related to the RFP outside USA (like, from India or Canada)?</b>
<b>KCKPS</b>	Yes, to an extent. As stated in the response to Question 2, it is required that the awarded firm meet onsite with the District's project team.
4	<b>Can we submit proposals via email?</b>
<b>KCKPS</b>	No. To be considered, all proposals must be received in paper form in a sealed envelope, with an original signature on at least one set. All proposals received will be publicly unsealed and recorded.
5	<b>How many years of data conversion from the current system will be required?</b>
<b>KCKPS</b>	10 Years
6	<b>On page 4, the RFP defines the implementation timeline as January 1 through March 15. Is it the District's intent to schedule students in the new system (scheduling start) in spring, or does the District want a full districtwide cutover in summer 2018?</b>
<b>KCKPS</b>	We are trying to reach the goal of scheduling students for the 2018-2019 school year next year.
7	<b>On page 6, the RFP asks about the option for vendor hosting. Does the district have a strong preference for vendor hosted or self-hosted? Is it preferable to propose both hosting solutions?</b>
<b>KCKPS</b>	We would like the bid to include both options for us hosting and vendor hosting.
8	<b>On page 14 of the RFP, SIS Requirements call for both integration with and</b>

	<b>replacement of Pinnacle/SchoolLoop. Would the District be specific regarding the plans to either continue using these solutions or to replace them? If the vendor offers these items, should they be proposed optionally for the district to consider?</b>
<b>KCKPS</b>	IF the new SIS has the ability to replace both grade book software that is what we would like but if not then they will have to integrate with them.
<b>9</b>	<b>How long has Pinnacle Gradebook been in use? Does the District fully utilize standards-based grading in the classrooms?</b>
<b>KCKPS</b>	We have used Pinnacle for 3 years. The district uses standard base grading at the elementary level and are possible looking to go district wide in the future.
<b>10</b>	<b>If standards-based grading is used, does the District use standards-based report cards (SBRCs)? If so, how many different versions of SBRCs are required – number of grades, number of languages?</b>
<b>KCKPS</b>	Currently we are not using a strict standards base grade card. We are currently using letter grades to report and not a continual grade card. We are reporting grades by the quarter and keeping each quarter to report on the grade card.
<b>11</b>	<b>Page 16 of the RFP refers to compatibility with Point of Sale &amp; Fee Payment software. How many third-party integrations are required? Which systems require an interface?</b>
<b>KCKPS</b>	We are currently not doing fee payments online and want to. We have previously had the software programmed in house but would like it in the SIS.
<b>12</b>	<b>On page 16 of the RFP, the SIS Requirements call for “Online Test Building to Share.” Does this refer to the ability to create and administer assessments to students online?</b>
<b>KCKPS</b>	Yes, we would like to have the ability to create and test students online.
<b>13</b>	<b>The RFP includes conflicting information regarding submission requirements. Will the District clarify its preference for hard copy vs. email submission?</b>
<b>KCKPS</b>	Hard copy.

5. **No Other Changes:** No other changes or modification are intended by this Addendum. All other terms and conditions of the solicitation remain in effect.

WE HEREBY ACKNOWLEDGE AND UNDERSTAND THE ABOVE NOTED CHANGES TO THE ORIGINAL BID DOCUMENT AND AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS AND AMENDMENTS.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 TITLE: \_\_\_\_\_ PHONE: \_\_\_\_\_  
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