

---

# Student Information System

---

RFP1305112

## Request For Proposal

Clarification Cut-off: Monday, July 15, 2013

Due Date/Time: Monday, August 5, 2013



**Procurement Services**  
**Orange County Public Schools**

---

# TABLE OF CONTENTS

<b>1.</b>	<b>INTRODUCTION.....</b>	<b>14</b>
	1.1 .RFP Organization .....	17
	1.2 .The RFP Response.....	19
	1.3 .RFP Calendar .....	20
	1.4 .Examination and Changes of RFP Documents .....	20
	1.5 .Inquiries.....	21
	1.6 .Pre-Proposal Conference.....	21
	1.7 .Preparation of Proposal.....	22
	1.8 .Signing of Proposal/Authorization to Negotiate .....	22
	1.9 .Submission of Proposal/Period of Acceptance .....	22
	1.10 Evaluation of Proposals.....	23
	1.11 Award of Contract.....	23
	1.12 Notifications to Unsuccessful Vendors .....	24
	1.13 Disclosure of Proposal Content.....	24
	1.14 The School Board Of Orange County, Florida Rights.....	25
	1.15 Ownership of Products .....	25
	1.16 Funding Out / Termination / Cancellation Clause .....	26
	1.17 False or Misleading Statements .....	26
	1.18 Award .....	26
	1.19 Phasing Requirements .....	26
<b>2.</b>	<b>BACKGROUND .....</b>	<b>28</b>
	2.1 .Introduction.....	28
	2.2 .The School Board of Orange County, Florida Demographics .....	28
	2.3 .Current SIS Information System Operations .....	29
	2.4 .Current Technology Infrastructure .....	33
	2.5 .Future Network Architecture Environment.....	35
	2.6 .Information, Communications & Technology Services .....	35
	2.7 .SIS Information System Vision.....	37

<b>3.</b>	<b>GENERAL REQUIREMENTS.....</b>	<b>38</b>
	3.1 .General Requirements.....	38
	3.2 .System Scalability and Performance.....	39
	3.3 .Data Query and Reporting Facilities.....	39
	3.4 .General System Requirements .....	39
<b>4.</b>	<b>PROPOSAL SUMMARY AND PROPOSAL ORGANIZATION .....</b>	<b>41</b>
	4.1 .Introduction.....	41
	4.1.1 Vendor’s Responsibility .....	41
	4.1.2 Licenses and Certificates .....	41
	4.2 .Firm Qualifications Requirnements.....	41
	• Firm History and Background.....	42
	• Firm Required Financial Information .....	42
	• Customer References.....	42
	• Project Team Experience and Proposed Staffing .....	42
	4.2.1 Firm History and Background.....	42
	4.2.2 Firm Required Financial Information .....	43
	4.2.3 Customer References.....	43
	4.2.4 Project Team Organization .....	45
	4.2.5 Project Team Staffing .....	45
	4.3 .Project Management Approach Requirements.....	45
	4.3.1 Project Workplans .....	45
	4.3.2 Workplan Management Approach .....	46
	4.3.3 Risk Management Approach .....	47
	4.3.4 Change Management Approach.....	47
	4.3.5 Issues Management Approach .....	47
	4.3.6 Quality Management Approach.....	47
	4.3.7 Knowledge Transfer Approach.....	47
	4.3.8 Communication Plan.....	47
	4.4 .Proposed Technical Environment .....	47

4.4.1	Network Infrastructure .....	49
4.4.2	System Infrastructure.....	50
4.4.3	Database .....	50
4.4.4	Software.....	50
4.5	Proposed Solution Approach .....	51
4.5.1	Approach to Meeting SIS Requirements .....	51
4.5.2	Approach to Interfacing with Other The School Board of Orange County, Florida Mission-critical Applications.....	51
4.5.3	Approach to The School Board Of Orange County, Florida and Florida DOE State Reporting.....	52
4.6	Proposed Approach to Enhancements and Customizations .....	53
4.6.1	Software Customizations for The School Board Of Orange County, Florida .....	53
4.6.2	Software Gap Analysis .....	53
4.7	Testing Strategy.....	53
4.7.1	Approach and Description of Testing Strategy .....	54
4.7.2	Approach to Testing Documentation .....	54
4.7.3	Approach to Using Testing Tools.....	54
4.8	SIS Data Conversion Strategy.....	54
4.8.1	System Conversion Critical Success Factors .....	55
4.8.2	Approach to Data Conversion .....	55
4.8.3	Overview of the Data Conversion Process.....	55
4.8.4	Approach to Conversion Documentation .....	55
4.9	SIS Software Support and Maintenance .....	56
4.9.1	Warranty .....	56
4.9.2	Ongoing SIS Software Maintenance Program .....	56
4.9.3	Ongoing Program for SIS Product Enhancement .....	57
4.9.4	Customer Call Center (Help Desk) Management.....	58
4.10	Security Strategy .....	58
4.10.1	Security Architecture.....	58
4.10.2	Managing Security .....	59

4.11	Training Approach .....	59
4.11.1	Training Philosophy .....	59
4.11.2	Training Methodology .....	59
4.11.3	Development of a Training Plan.....	60
4.11.4	Vendor SIS Curriculum and Training Modules .....	60
4.11.5	Use Tables 4-6 and 4-7 to determine the recommended training needs. Vendor SIS Training Options.....	60
4.11.6	Sample Training Curriculum .....	65
<b>5.</b>	<b>PROCUREMENT PROCEDURE.....</b>	<b>66</b>
5.1	.Cost Proposal.....	66
5.2	.Posting of RFP Conditions/Specifications .....	66
5.3	.Acceptance and Rejection of Proposals .....	66
5.3.1	Acceptance.....	66
5.3.2	Rejection.....	66
<b>6.</b>	<b>PROPOSAL EVALUATION PROCESS .....</b>	<b>68</b>
6.1	.Preliminary Evaluation .....	68
6.2	.Proposal Evaluation Process.....	68
	-Proposal Opening.....	68
	-Proposal Evaluation SIS Software Selection Task Force .....	68
	-Evaluation Process .....	68
6.3	.Phase I: Evaluation of Vendor RFP Responses .....	69
6.3.1	Scoring.....	69
6.3.2	Clarification of submittals .....	70
6.3.3	Student Information System Finalist Selection Process.....	71
6.4	.Phase II: SIS Vendor Finalists Formal Software Demonstration.....	71
6.4.1	Final Clarification.....	71
6.5	.Basis of Award .....	72
6.6	.Additional Terms and Conditions .....	72
6.7	.Negotiations with Top-Ranked Firm .....	72

<b>7.</b>	<b>RFP RESPONSE FORMAT AND CONTENTS.....</b>	<b>73</b>
7.1	.RFP Closing Date and Time .....	73
7.2	.Proposal Tabs – Section / Sub-Section Headings.....	74
7.3	.Proposal Certification Form .....	74
7.4	.Addenda.....	74
7.5	.Table of Contents .....	75
7.6	.Executive Summary (Tab 1) .....	75
7.7	.Student Information System RFP Response Form (Tab 2) .....	75
7.8	.SIS – Total Cost Summary Forms Instructions (Tab 3).....	75
7.8.1	Individual Form Instructions.....	75
7.9	.Technical Proposal (Tab 4).....	79
7.9.1	Attachments .....	82
<b>8.</b>	<b>TERMS AND CONDITIONS .....</b>	<b>83</b>
8.1	.Definitions .....	88
8.2	.Products and Services to be provided by Vendor .....	90
8.2.1	General Scope.....	90
8.2.2	Option to Add Schools and Students .....	90
8.2.3	Order of Precedence .....	91
8.2.4	Software Maintenance Services .....	91
8.2.5	Adoption of Updates, etc.....	91
8.2.6	Delivery of Source Code and Documentation.....	91
8.2.7	Electronic Delivery .....	91
8.2.8	Standard of Care .....	92
8.2.9	Acceptance of Deliverables; No Waiver .....	92
8.2.10	Third-Party Software Procurement.....	92
8.2.11	No Obligation of the District.....	93
8.2.12	Documentation Standards .....	93
8.2.13	Changes in Scope of Services .....	93
8.2.14	Modifications Due to Public Welfare or Change in Law .....	94

8.3 .Intellectual Property Rights and Confidential Information .....	94
8.3.1 Object Code License .....	94
8.3.2 Rights to Source Code .....	94
8.3.3 Documentation License.....	95
8.3.4 Software Acquired from Third Parties .....	95
8.3.5 Disclosure of Proposal Content.....	96
8.3.6 Security and Confidentiality .....	96
8.3.7 Rights in Data .....	96
8.4 .Warranties .....	96
8.4.1 Performance of Deliverables and Licensed Software.....	96
8.4.2 Software Limitations.....	96
8.4.3 Accuracy of Documentation.....	97
8.4.4 Non-infringement.....	97
8.4.5 Authority.....	97
8.4.6 No Claims .....	97
8.4.7 Third-Party Warranties .....	98
8.4.8 Title.....	98
8.4.9 Disclaimer.....	98
8.4.10 Assignment of Warranties.....	98
8.5 .Other Obligations of Vendor; Insurance, Indemnities .....	98
8.5.1 Compliance with Laws and Regulations .....	98
8.5.2 Contract/Vendor Relationship .....	99
8.5.3 Staffing and Management.....	99
8.5.4 Use of Vendors.....	100
8.5.5 Financial Reporting; Audit and Inspection of Records.....	100
8.5.6 Use Disruption .....	100
8.5.7 Performance Bond .....	101
8.5.8 Liquidated Damages.....	101
8.5.9 Claim Notice.....	102

8.6 .Financial Matters .....	102
8.6.1 Fixed Fee Contract .....	102
8.6.2 Payment on Deliverables .....	102
8.6.3 Conditions to Payment .....	102
8.6.4 Maintenance Services .....	102
8.6.5 Time and Manner of Payment .....	103
8.6.6 Form of Invoicing.....	103
8.6.7 Contract Modifications .....	103
8.6.8 Reduction of Scope.....	103
8.6.9 Most Favorable Customer.....	103
8.6.10 Suspension of Payments .....	104
8.6.11 Taxes .....	104
8.6.12 Allowance for Suspension or Delay Caused by the District.....	104
8.7 .Formalities; Term and Termination .....	104
8.7.1 Approval by the District .....	104
8.7.2 Termination for Convenience .....	105
8.7.3 Right to Require Performance.....	105
8.7.4 Termination for Default.....	105
8.7.5 Material Breach .....	105
8.7.6 Payment on Termination .....	106
8.7.7 Transition on Termination .....	106
8.8 .Miscellaneous Provisions .....	106
8.8.1 Advertising.....	106
8.8.2 Solicitation of Employees.....	107
8.8.3 Entire Contract.....	107
8.8.4 Amendment.....	107
8.8.5 Severability.....	107
8.8.6 Assignment.....	107
8.8.7 Headings and Captions.....	108



8.8.8	Reasonable Behavior .....	108
8.8.9	No Third-Party Beneficiaries.....	108
8.9	Proprietary Information/Disclosure.....	108
8.10	Copyright/Patent Indemnity.....	109
8.11	Contract.....	109
8.12	School Security Employees Who Have Been Convicted of Crimes Involving Children	109
8.13	Tobacco on School Premises.....	111
8.14	Indemnification / Hold Harmless Contract .....	111
8.15	Non-Discrimination .....	111
8.16	Debarment and Suspension .....	111
8.17	MWBE/LDB Participation Plan .....	112
8.18	Other Governmental Agencies .....	112
8.19	Withdrawal And Resubmission/Modification Of Proposals .....	112
8.20	Access To Data.....	112
8.21	Americans with Disabilities Act (ADA) of 1990, Public Law 101-336 .....	112
8.22	Assurances.....	113
8.23	Certification Regarding Debarment, Suspension, and Ineligibility .....	113
8.24	Change in Status .....	113
8.25	Copyright Provisions .....	113
8.26	Licensing and Accreditation Standards.....	114
8.27	Overpayments.....	114
8.28	Records Maintenance .....	114
8.29	Registration with Department of Revenue .....	114
8.30	Right of Inspection.....	114
8.31	Treatment of Assets .....	115
8.32	Most Favorable Terms.....	115

<b>ATTACHMENT A - VENDOR'S STATEMENT OF QUALIFICATION .....</b>	<b>116</b>
<b>ATTACHMENT B - STATEMENT OF AFFIRMATION AND INTENT .....</b>	<b>118</b>
<b>ATTACHMENT C - ACKNOWLEDGMENT OF BUSINESS TYPE.....</b>	<b>121</b>
<b>ATTACHMENT D - DRUG-FREE WORKPLACE CERTIFICATION FORM.....</b>	<b>123</b>
<b>ATTACHMENT E – MWBE/LDB PARTICIPATION .....</b>	<b>125</b>
<b>ATTACHMENT F – MASTER SOFTWARE AND SERVICES CONTRACT .....</b>	<b>129</b>
<b>ATTACHMENT G – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS .....</b>	<b>130</b>

**APPENDICES (Posted Separately):**

Appendix A: SIS Functional Requirements Response Forms

Appendix B: SIS Total Cost Summary Forms

Appendix C: SIS Interface Requirements

Appendix D: Glossary of Acronyms

Appendix E: Training Table Templates (from Section 4)



THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA

PURCHASING AND CONTRACTING

445 W. AMELIA STREET, ORLANDO, FLORIDA 32801 TELEPHONE 407.317.3219 FAX 407.317.3414

REQUEST FOR PROPOSAL (RFP)
PROPOSAL ACKNOWLEDGEMENT FORM

RFP TITLE: STUDENT INFORMATION SYSTEM
RFP NUMBER: 1305112

Sealed proposals must be received by The School Board of Orange County, Florida, Purchasing and Contracting, located at 445 West Amelia Street, Orlando, FL 32801 by the due date and time as indicated above. All proposals shall be submitted in sealed envelopes and clearly marked with the proposal number, title, RFP opening date and time.

Certification

The authorized representative below is duly authorized to sign this Proposal, hereinafter defined, on behalf of Vendor, hereinafter defined, and fully understands that by virtue of executing and returning this Proposal Acknowledgement Form represents complete and unconditional acceptance, unless otherwise noted as an exception of this Request for Proposal and all appendices and any addendum released hereto.

Vendor acknowledges and certifies that it is in receipt of, has reviewed and is in contract with all provisions of the Ethics and Lobbying Board Policy KCE, including without limitation, all penalties for violation of said policy.

www.ocps.net/sb/Superintendent%20Documents/KCE%20Ethics%20and%20Lobbying%20Policy%206\_2\_12.pdf

The Vendor hereby agrees to provide the services and/or items specified in the RFP, at the prices quoted, pursuant to the requirements of this document.

Table with 2 columns: Vendor Information and Signature/Title. Rows include: Authorized Signature, Name & Title (printed), Vendor Name, Federal I.D., Mailing Address, City, State, Zip, Telephone, Fax, E-Mail Address, Date of Proposal, Contact Person, Number.

NOTE: This form must be completed and returned with your Proposal. All proposals must be signed by an officer or employee having authority to legally bind the Vendor(s). Thank you for your interest in doing business with The School Board of Orange County, Florida

Direct all inquiries to:
Purchasing and Contracting
MARCEL MARTINEZ
Email: marcel.martinez@ocps.net
Fax: (407) 317-3414

**PROPOSAL IDENTIFICATION LABEL**

NOTICE TO ALL VENDORS: For your convenience, a label has been provided to properly identify your proposal submittal. Place completed proposal in a sealed envelope, type or print company name and address on the label and affix the label to the front of the envelope or mailing package.

**PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO THE OUTSIDE OF YOUR RFP REPLY ENVELOPE.**

**DO NOT OPEN - SEALED PROPOSAL - DO NOT OPEN**

From: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**STUDENT INFORMATION SYSTEM  
RFP1305112**

**PROPOSAL TO BE OPENED ON: Monday, August 5, 2013 AT 2:00PM**

DELIVER TO:  
THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA  
PURCHASING AND CONTRACTING  
MARCEL MARTINEZ  
445 WEST AMELIA STREET  
ORLANDO, FL 32801

**NO SUBMITTAL RESPONSE FORM**

If your company will not be submitting a proposal in response to this Request for Proposal, please complete this form and return or fax, prior to the RFP due date established within, to:

The School Board of Orange County, Florida  
Purchasing and Contracting  
Attn: **Marcel Martinez**  
445 W. Amelia St., 4<sup>th</sup> Floor  
Orlando, FL 32801  
Fax (407) 317-3971 or (407) 317-3414

This information will assist Purchasing and Contracting in the preparation of future RFPs.

RFP Number: **RFP1305112** Title: **STUDENT INFORMATION SYSTEM**

Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

*Please check reason for a "no submittal."*

- \_\_\_\_\_ Specifications "too tight", geared toward one brand or manufacturer (explain below)
- \_\_\_\_\_ Insufficient time to respond
- \_\_\_\_\_ Specifications unclear (explain below)
- \_\_\_\_\_ We do not offer this product/service or an equivalent
- \_\_\_\_\_ Our product schedule does not permit us to perform
- \_\_\_\_\_ Unable to meet specifications
- \_\_\_\_\_ Unable to meet bond requirements
- \_\_\_\_\_ Unable to hold prices Vendor throughout the term of the contract period
- \_\_\_\_\_ Unable to meet insurance requirements
- \_\_\_\_\_ Other: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If submitting this form, **only** this form needs to be returned.

It is not necessary to return the entire RFP package.

# 1. INTRODUCTION

The School Board of Orange County, Florida (“District”) is requesting solicitations from qualified firms interested in providing Student Information System (“SIS”).

Vendors are encouraged to be innovative in their proposed solutions as to provide the most cost effective solution while meeting all of the requirements outlined in this proposal and developed during the evaluation process detailed in Section 6 of this RFP.

## **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA ORGANIZATION**

The School Board of Orange County, Florida is the 11<sup>th</sup> largest The School Board of Orange County, Florida in the nation and is the fourth largest in Florida. The School Board of Orange County, Florida is the second largest employer in Orange County, Florida with over 21,000 full and part-time employees. The total full time enrollment of public school students is over 183,000. Currently the total number of schools equal 184.

**THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA VISION:** To be the top producer of successful students in the nation.

**THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA MISSION:** To lead our students to success with the support and involvement of families and the community.

## **SCOPE OF SERVICE**

The School Board of Orange County, Florida seeks for a Vendor to provide a SIS (“Vendor” or “Vendors”). The comprehensive SIS described in this document is intended to support the District’s vision of a fully integrated, web-based SIS as conceptualized in Figure 1-1 below.

The District’s primary goal for this Request for Proposals (“RFP”) is the selection, implementation, and operation of a SIS that will meet the needs of the District for the next ten years and beyond. More importantly, the objective is to select a Vendor who will grow with the District’s needs and provide functionality beyond the initially defined product life cycle period.

## **CURRENT STATE**

### **SIS Requirements**

The District requires various modules associated with a SIS such as registration, enrollment, withdrawals, demographics, attendance, graduation, transcripts, grade book, grade reporting, discipline, activities, programs, eligibility, testing, assessment reporting, scheduling, special programs, health, immunizations, counseling, support services, quering, ad-hoc reporting, workflows, importing/exporting of data, data validations, and student and parent portals.

The detailed functional requirements for the SIS portion of this system are found in Appendix A with instructions for Vendor response.

### **FL DOE PK-12 State Reporting Requirements**

The proposed SIS must have the ability to meet the rigorous state reporting requirements. This includes the PK-12 surveys as well as all Career & Adult Ed reporting formats (also known as WDIS – Workforce Development Information System) and the McKay payment verification.

The FL DOE main web site is <http://www.fldoe.org>

Details for FL State Reporting are found under the Education Information & Accountability Services (EIAS) Department. The database manuals and technical assistance papers which define the requirements can be found at <http://www.fldoe.org/eias/dataweb/default.asp>

Specifically:

- The current-year version of the “User’s Manual” (e.g. “2012-13 User’s Manual”).
- The current-year version of the “Student Information System”.
- The Technical Assistance Papers (TAP) for the FTE General Instruction for the most recent year from the office of funding and financial reporting.

### **FL DOE WDIS (Career and Adult Ed) Requirements**

The Workforce Development Information System (WDIS) uses six reporting formats. Each format contains specific data elements required for gathering student and teacher data. Although the management of the District’s adult education program is outside the scope of this RFP, the proposed system must allow for the definition, data entry and maintenance of data elements required to be reported for WDIS. The WDIS Handbook can be found at <http://www.fldoehub.org/cctcmis/wdis/Pages/WDIS.aspx>

### **FL DOE FASTER (transcripts) Requirements**

The Florida Automated System for Transferring Educational Records (FASTER), is the automated state records transfer of postsecondary transcripts, permanent records and selected Category B information. It has been implemented by each school district using the procedures described in the document provided by the Florida Department of Education (FL DOE) at this web site: <http://www.fldoe.org/faster/>. The proposed SIS must be able to interface with this system.

### **External Interfaces**

The proposed SIS will need to interface with other District systems that will share data. There are two types of interfaces: 1) exported/imported data which are used by external systems and, 2) operational systems that are accessing the SIS in real-time.

Data gets exported to external systems such as Global Scholar’s Pinnacle Instructional Management System, Reliance Communications’ School Messenger call-out system, the state of Florida’s PEER Exceptional Student Education system, Destiny Library Management system, Trapeze Transportation system, Snap Food Services system and Information Communication Technology Services’s (ICTS) EDW Data Warehouse.

The following District’s operational systems need to access the SIS in real-time; Global Scholar’s Pinnacle Instruction Management System (IMS), Trapeze Transportation system, SAP, and Snap.

Additional details for all interfaces are in Appendix C and section 2.3 below.

### **Other Considerations**

All current, legacy and historic student data will be converted to the new SIS by the selected Vendor Vendor with assistance of the District’s ICTS staff. There are approximately eight (8) years of data in the current Pearson SMS student system.

The Vendor’s RFP proposal will include ongoing software maintenance, as indicated on the cost sheets (SIS Total Cost Summary) in Appendix B. The Vendor must evaluate the overall operational requirement of its proposed SIS and recommend appropriate hardware and any supplemental software to satisfy the District’s needs when fully implemented.

The proposed SIS must be a complete system consisting of conversion of data, software, hardware, installation, software customization, training, software support, and reporting. The District will jointly determine the number of custom reports required with the selected Vendor.

A single Vendor for systems design, conversion of data, software, installation, training, maintenance, and technical support for all the goods and services is preferred. However, the District may award to multiple Vendors if in the best interest of the District.

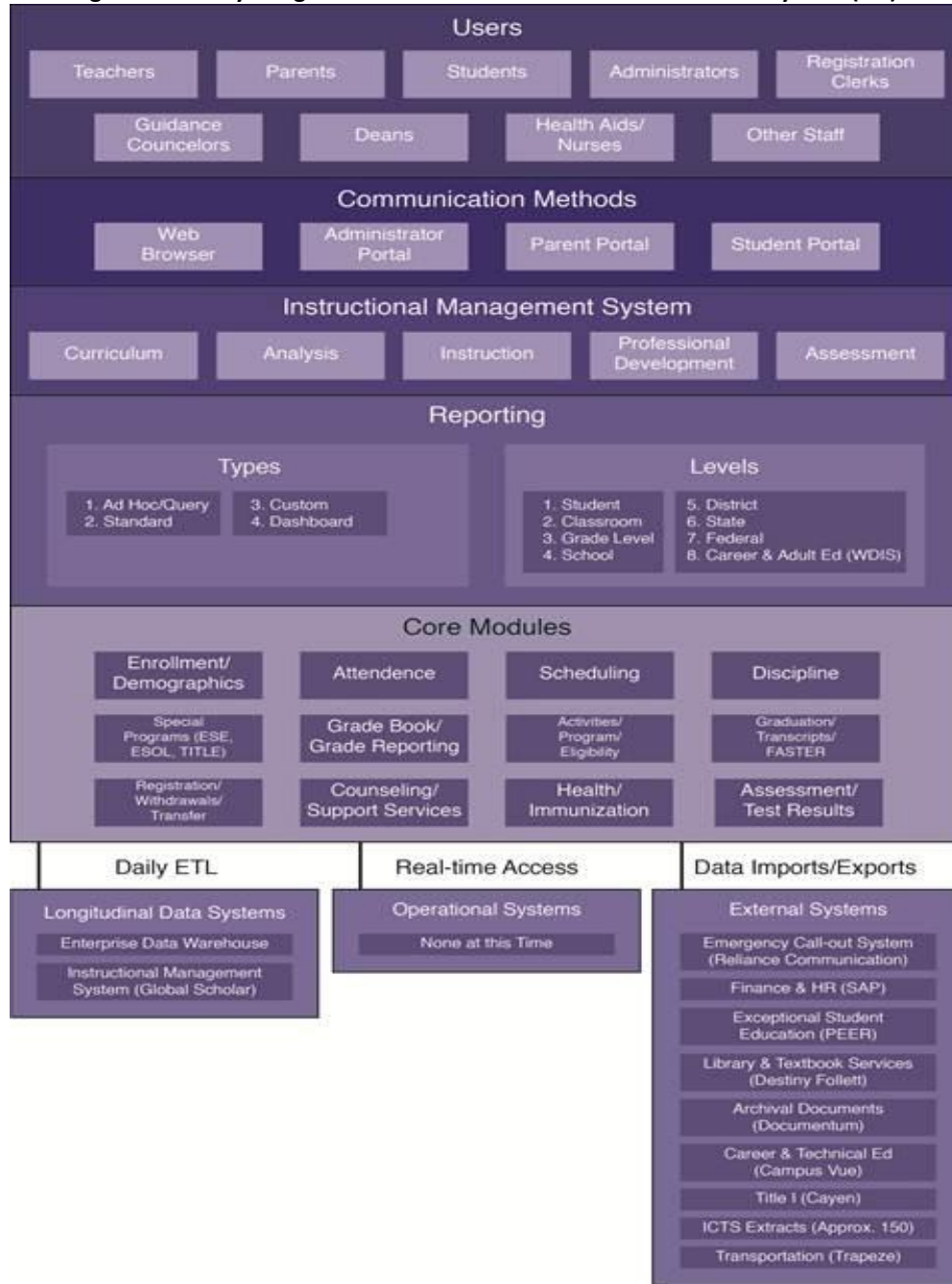
The District invites Proposals from all firms, and, in the case of small firms that believe they may not have sufficient staff to handle the volume of work contemplated, the District will accept joint Proposals from two or more firms, provided that the Proposal explains satisfactorily how the firms will coordinate their work and that the arrangement will not interfere with the provision of the services, as the District would only like to entertain complete SIS .

If a single Vendor will not be able to meet all of the requirements of the RFP and chooses to work with other Vendors (as sub-Vendors as part of a single RFP), Vendors must describe how they will manage the sub-Vendors and also describe how their software will integrate with the sub-Vendors software systems as part of the single RFP. If the Vendor will only be responding to a limited section of the requirements (and not the entire RFP), then they will be expected to describe how they will be willing to integrate their software system with other software systems (even potential competitors). It will be expected that all Vendors describe in final contract how they will work together to ensure that the integration with other software systems is successful. This description will cover a detailed description of the responsibility each Vendor will play to ensure the entire integration is complete.

Significant emphasis is placed on the Vendor's written responses to Section 4 (Proposal Summary and Proposal Organization) and Section 7 (RFP Response Format and Contents) of this RFP, to the SIS Functional Requirements Response Forms (Appendix A), and to SIS Total Cost Summary (Appendix B).



Figure 1-1. Fully integrated and web-based Student Information System (SIS)



## 1.1 RFP Organization

This RFP is divided into eight (8) sections, seven (7) attachments and five (5) appendices:

- Section 1 **Overview** — consists of general information on the objectives of this RFP, a procurement schedule, and a procurement overview.
- Section 2 **Background** — provides background information pertaining to The School Board of Orange County, Florida requirements and current issues.

- Section 3 **General Requirements** — provides general requirements for system scalability and performance, interfacing with existing District's systems and how it fits in the overall scope of the District's plan for the EDW data warehouse.
- Section 4 **Proposal Summary and Proposed Organization** — provides a detailed presentation of the information Vendors are to cover in their written response to this RFP. Vendors are to follow the outline presented in Section 7.
- Section 5 **Procurement Procedure** — outlines the rules and schedules applicable to the planned procurement.
- Section 6 **Proposal Evaluation Process** — describes the procedure by which the District will review, evaluate, and rank the proposals.
- Section 7 **RFP Response Format and Contents** — defines the information that must be contained in a Vendor's RFP response/Proposal.
- Section 8 **Terms and Conditions** — describes certain terms and conditions for the RFP and certain terms and conditions that may be part of the final contract with the selected Vendor and provides the District's required forms to be completed by the Vendor.
- Attachment A Vendor's Statement of Qualification
- Attachment B Statement of Affirmation and Intent
- Attachment C Acknowledgement of Business Type
- Attachment D Drug Free Workplace Certification Form
- Attachment E MWBE Participation
- Attachment F MASTER SOFTWARE AND SERVICES CONTRACT (Master Software and Services Contract, Special Conditions and Escrow and Penalty for Early Vendor Termination Agreement will be posted as an addendum at a later time).
- Attachment G Certification regarding debarment, suspension, ineligibility and voluntary exclusion – lower tier covered transactions
- Appendix A Student Information System Functional Requirements Response Forms — outlines the specific features and functions of the SIS to be met by the successful Vendor.
- Appendix B SIS Total Cost Summary Forms – provides the cost forms for summarizing the Vendor's prices for the SIS software, relational database management system software, related installation, software customization, data conversion, software warranty, training, and maintenance services.
- Appendix C Student Information System Interface Requirements — presents a summary of the District system interfaces with which the new SIS will need to communicate.
- Appendix D Glossary of Acronyms
- Appendix E Training Table Templates for use in Vendor's Response (from section 4)

## 1.2 The RFP Response

All times listed in this RFP are stated as the time reference that is appropriate as of the date in question for Orlando, FL {e.g., Eastern Daylight Time (EDT)}.

### **CLOSING DATE AND TIME**

The original Vendor's proposal, submitted in response to this RFP, and signed by an officer of the Vendor with contractually binding authority, must be received by Purchasing and Contracting, 445 W. Amelia Street, Orlando, FL 32801, not later than **2:00 p.m., local time, Monday, August 5, 2013.**

**If Proposals are hand delivered or delivered by a delivery service** (i.e., UPS, Federal Express, or private courier) they shall be delivered to the **Ronald Blocker Educational Leadership Center (RBELC), ATTN: Marcel Martinez, Purchasing and Contracting, 445 W. Amelia Street, Orlando, FL 32801.**

The District reserves the right to accept or reject any or all proposals, to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals. The District reserves the right to reject any and/or all items proposed or award to multiple Vendors. Prior to Board approval the District may cancel the RFP or portions thereof, without penalty.

The District reserves the right, before awarding the contract, to require Vendor(s) to submit evidence of qualifications or any other information the District may deem necessary.

The District reserves the right to further negotiate any proposal, including price, with the highest rated Vendor. If a contract cannot be reached with the highest rated Vendor, the District reserves the right to negotiate and recommend award to the next highest Vendor or subsequent Vendors until a contract is reached.

The District, at its sole judgment, will award or reject any or all proposals as is in the best interest of the District and the decision shall be final.

### **AVAILABILITY OF FUNDS**

It is understood and agreed between the parties to any contract resulting from this RFP and submitted Proposal that the District shall be bound hereunder only to the extent of funds available or which may hereinafter become available for the purpose of a resulting contract.

### 1.3 RFP Calendar

**Table 1-1: RFP Calendar**

Event	Date
RFP Release	Thursday, June 24, 2013
Pre-proposal Conference	Thursday, July 11, 2013 beginning at 10:00 a.m. EST
Deadline for Written Questions	Monday, July 15, 2013 on or before 12:00 p.m. EST
Written Answers Issued	Monday, July 22, 2013
Proposals Due	<b>Monday, August 5, 2013</b> on or before 2:00 p.m. EST
Proposals Reviewed by selection SIS Software Selection Task Force	Tuesday, September 3 – Tuesday, September 10, 2013
Selction SIS Software Selection Task Force meeting (Shortlist)	Monday, September 16, 2013.
Notify Finalists	Monday, September 16, 2013
Finalists Demonstrations	Monday, September 30 – Friday, October 4, 2013
SIS Software Selection Task Force Makes Written Requests for Clarification of Demonstration (if required)	Wednesday, October 9, 2013
Clarifications Due Back from Vendor (if request was made)	Wednesday, October 16, 2013 at 12:00 p.m.
SIS customer's site visits conducted	Monday, November 4 – Tuesday, November 12, 2013
Selction SIS Software Selection Task Force meeting (Final Ranking)	Friday, November 15, 2013.
Recommendation Presented to The School Board of Orange County, Florida meeting	December, 2013

### 1.4 Examination and Changes of RFP Documents

Vendor shall be solely responsible for examining the enclosed RFP documents, including any Addenda issued during the Proposal period and for informing itself with respect to any and all conditions which may in any way affect the amount, nature of the Proposal, or the performance of the services in the event Vendor is selected. No relief for error or omission will be given.

Any changes to the RFP will be issued as an addendum and posted on The School Board of Orange County, Florida website: <https://www.ocps.net/op/procure/Solicitations/Pages/Current.aspx>

It is the Vendors' responsibility to check the website for the latest updates.

## 1.5 Inquiries

Any questions concerning the RFP should be directed in writing to Purchasing and Contracting. All requests for information shall be submitted via fax number (407) 317-3414 or via email to: [marcel.martinez@ocps.net](mailto:marcel.martinez@ocps.net) Only the interpretation or correction so given by the Purchasing and Contracting representative, in writing, shall be binding and prospective firms are advised that no other source is authorized to give information concerning, or to explain or interpret the RFP and the selection process. All such interpretations and supplemental instructions will be in the form of written Addenda to the RFP.

Selection SIS Software Selection Task Force members, The School Board of Orange County, Florida members and The School Board of Orange County, Florida personnel (except the Purchasing and Contracting Representative) are not to be contacted prior to The School Board of Orange County, Florida's decision to approve or reject the final recommendation presented to it by the Superintendent. At the discretion of The School Board of Orange County, Florida, failure to comply with this requirement will be grounds for disqualification.

Specifically, this **NO-CONTACT PERIOD** shall commence on the initial date of the advertisement for Request for Proposals and continue through and include the date The School Board of Orange County, Florida Board makes its determination to approve or reject the final recommendations.

Failure to meet any of these requirements may disqualify your firm from consideration.

## 1.6 Pre-Proposal Conference

All interested Vendors who intend to submit a proposal for The School Board of Orange County, Florida's RFP1305112, should attend the **PRE-PROPOSAL CONFERENCE** to be held on **Thursday, July 11, 2013 at 10:00 AM EST.**

The location of the pre-proposal conference is **The School Board of Orange County, Florida's Conference Room A**, 445 W. Amelia Street , Orlando, FL 32801.

All interested Vendors are encouraged to attend the Pre-Proposal conference in person. However, there will be an option for an interested Vendor to attend the conference by **telephone conference 1.888.786.7361, pass-code 633443**. However, The School Board Of Orange County, Florida is not responsible for any failure of an interested Vendor to attend in person for any reason.

The Pre-Proposal Conference provides a forum for Vendors to ask questions concerning this RFP. Only written questions and written answers regarding this RFP shall be binding. All questions shall be submitted prior to the pre-proposal conference scheduled for July 11, 2013 for clarification at the Pre-Proposal conference or by Addendum.

Questions resulting from the Addendum issued after the Pre-Proposal conference must be issued in writing prior to the Question Deadline scheduled for July 15, 2013. Answers will be provided in another Addendum on Monday, July 22, 2013 to the District's website: <https://www.ocps.net/op/procure/Solicitations/Pages/Current.aspx> after that date.

## **1.7 Preparation of Proposal**

The Vendor's Proposal shall be formatted in accordance with Section 7 against the requirements specified in Section 4 herein. All Proposals shall be prepared by, and at the expense of, the Vendor.

Vendors should not assume that their past and/or current experience with The District demonstrates knowledge of the District's current needs or that the District's SIS Software Selection Task Force possesses knowledge of this experience. The evaluation of each Proposal will be based upon the evaluation criteria applied to their Proposal submission.

## **1.8 Signing of Proposal/Authorization to Negotiate**

Each Proposal submitted by Vendor shall be executed by Vendor's authorized officer. In addition, Vendor must identify on the Proposal Acknowledgement Form (page 12) those persons authorized to negotiate on its behalf with the District in connection with this RFP.

## **1.9 Submission of Proposal/Period of Acceptance**

Proposal shall be placed in an envelope or package and identified with the RFP number and the name and address of the Vendor, please use the Proposal Identification Label provided on page 13.

Proposals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the District.

Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer to provide the District with the services specified in the Proposal unless the Proposal is withdrawn prior to the date and time of the deadline to submit proposals pursuant to this RFP.

### **PROPOSAL PREPARATION**

In order to ease comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Failure to provide the required information will affect the evaluation of the Proposal and may be grounds for disqualification. Responsive proposals should provide straightforward, concise information that satisfies the requirements noted above. Expensive bindings, color displays and the like are neither necessary nor desired. Emphasis should be placed on skills and experience that respond to the needs of the District, the requirements of this RFP and completeness and clarity of content.

Proposals should be mechanically bound (8.5 inch x 11 inch) pages printed (font size minimum 10 pt) of on one side, including covers and dividers, and excluding financial information.

### **REQUIRED INFORMATION AND FORMAT**

Proposals shall provide the required information in the following order and format. Failure to provide the required information will affect the evaluation of the Proposal and may be grounds for disqualification. Copies of the proposal signed by an authorized representative of the Vendor, including name, title, address and telephone number of one individual who is the Vendor's designated representative

Vendor shall submit the following documents/information:

- RFP Cover Sheet of this RFP (Attachment A) with an original signature of an agent authorized to bind the Vendor, title and all requested information
- Acknowledgment of any addenda
- Statement setting forth the basis for protection of proprietary information, if any, as detailed in the Disclosure section
- Proposal as requested

Proposals should be prepared simply and economically with emphasis on specific experiences and capability to perform work for similar government entities using a public procurement system. Information relating closely to those tasks outlined above will be weighed most heavily.

It is the Vendor's sole responsibility to assure that its Proposal is received as stipulated. In compliance with this RFP, the Vendor agrees to provide the services at the costs no higher than that stipulated in its Proposal.

The District reserves the right to modify this RFP to be consistent with the successful Proposal and to negotiate with the successful Vendor other modifications, provided that no such modifications affect the evaluation criteria set forth herein, or give the successful Vendor a competitive advantage.

The Vendor shall notify The District in writing if sub-Vendors will be used. The Vendor shall list that part of the work the sub-Vendor is to furnish or perform and assume complete responsibility for such sub-Vendor's portion.

## **1.10 Evaluation of Proposals**

All proposals will be evaluated for responsiveness to the requirements of the RFP, and to the responsibility of the Vendor. A proposal will be considered responsive if it complies in all material respects to the requirements of the RFP.

Section 6: "Proposal Evaluation Process" outlines the evaluation steps for this RFP.

After the formal RFP evaluation process, the SIS Software Selection Task Force will present the top-ranked Vendor to the District requesting permission to negotiate with that Vendor. The District may elect to award a contract to more than one Vendor. Should the District determine in writing and in its sole discretion that only one Vendor is fully qualified, or that one Vendor is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Vendor.

## **1.11 Award of Contract**

The SIS Software Selection Task Force will analyze all RFP responses submitted in a timely manner and will follow the RFP evaluation process outlined in Section 6, "Proposal Evaluation Process" and standard procurement procedures. A final contract will be negotiated with the top-ranked Vendor and approved by the Board.

The acquisition of any product, equipment, or service in connection with this RFP that is outside the scope of this project, is subject to the approval of the District. The District has no liability to any

Vendor participating in this RFP process prior to when the District approves the issuance of a contract to that Vendor.

Any contracts resulting from this RFP shall be awarded to the Vendor(s) whose proposal meets the requirements of the RFP and is to the best advantage to the District, as established by the criteria listed herein. Each category will be independently evaluated.

The contract as issued, will incorporate by reference the "Contract Documents," defined to include, but not necessarily be limited to, this RFP and the accepted RFP Response/Proposal (although the District reserves the right to reject any objectionable terms of any such RFP Response/Proposal, which terms then shall not be included in the Contract Documents) and the District /Vendor contract.

Top ranked Vendors may be required to participate in negotiations and to submit such additional cost, technical, or other revisions to their Proposal (or a Best and Final Offer) as may result from negotiations.

Following Board approval, the Purchasing and Contracting will notify the selected Vendor(s) in writing of the award. Upon receipt of that written notification, Vendor shall commence performance under a the contract between the parties resulting from this RFP and upon receipt of a District purchase order.

## **1.12 Notifications to Unsuccessful Vendors**

Purchasing and Contracting shall notify all Vendors after the recommendation for contract award has been made by the SIS Software Selection Taskforce.

## **1.13 Disclosure of Proposal Content**

- A. All material submitted becomes the property of the District and may be returned only at the District 's option. The District has the right to use any or all ideas presented in any reply to this Request For Proposal. Selection or rejection of any Proposal does not affect this right.
- B. The District is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081(1)(c), F.S. or financial statements required by the District for road or public works projects as defined in 119.071(1)(c), F.S. (hereinafter "Confidential Materials"), may be exempt from disclosure. If a Vendor submits Confidential Materials, the information must be segregated, accompanied by an executed Non-Disclosure Contract for Confidential Materials and each pertinent page must be clearly labeled "confidential" or "trade secret." The District will not disclose such Confidential Materials, subject to the conditions detailed within the contract resulting from this RFP and the successful Proposal, which is attached to this solicitation. When such segregated and labeled materials are received with a mutually agreed executed contract, the District shall execute the contract and send the Vendor a "Receipt for Trade Secret Information."

**PROVIDE THE APPROPRIATE FORMS IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE PROPOSAL. PLEASE READ THE SECTION IN THE RFP DOCUMENT TO DETERMINE IF THIS APPLIES. THE CONFIDENTIAL MATERIALS WILL ONLY BE MADE AVAILABLE TO THE SIS SOFTWARE SELECTION TASK FORCE FOR THE DURATION OF THE RFP EVALUATION PERIOD. THEREFORE, THE EVALUATION OF THIS MATERIAL WILL BE LIMITED TO THAT TIME ONLY.**



## 1.14 The School Board Of Orange County, Florida Rights

The District may investigate the qualifications of any Vendor under consideration, require confirmation of information furnished by a Vendor, and require additional evidence of qualifications to perform the Services described in this RFP. The District reserves the right to:

- A. reject any or all of the Proposals or to waive any irregularities or informalities in any Proposals;
- B. issue subsequent Requests for Proposals;
- C. cancel or amend this RFP prior to the proposal due date. All amendments and additional information will be posted to the District's website at <https://www.ocps.net/op/procure/Solicitations/Pages/Current.aspx> Vendors are required to check this website frequently;
- D. remedy technical errors in the Request for Proposal process;
- E. appoint evaluation SIS Software Selection Task Forces to review Proposals;
- F. seek the assistance of outside technical experts in Proposal evaluation;
- G. approve or disapprove the use of particular subVendors;
- H. establish a short list of Vendors eligible for discussions after review of written Proposals;
- I. negotiate with any, all, or none of the Vendors;
- J. solicit best and final offers from all or some of the Vendors;
- K. award a contract to one or more Vendors;
- L. choose not to award a contract in the District's best interest;
- M. award this contract to the Vendor who in the District's opinion is most responsive and responsible, and will perform in the best interest of the District. Price alone will not be the determining factor in the contract award;
- N. determine whether or not a product is equal or equivalent to specifications; and,
- O. retain proposals and all submitted documentation.

## 1.15 Ownership of Products

Excluding licensed software and other mutually agreed upon products, all Deliverables and products developed and delivered in association with any contract awarded as a result of this RFP shall be the property of and belong solely to the District.

Upon termination or expiration of any contract awarded as a result of this RFP, the Vendor agrees that all District's data may remain on the Vendor's hardware and/or software and will remain on the system platform until there is a successful transition into another system or platform. In no event will the Vendor if awarded a contract ever withhold the District data and the District will have access to the data on the platform and in the format on the system software at all times, even if the parties are in a contractual dispute and following any default, cessation of the Vendor's business, sale of Vendor's business to another entity, bankruptcy of a Vendor, or any other circumstances.

## **1.16 Funding Out / Termination / Cancellation Clause**

Florida School Laws (Section 237.161, Florida Statutes) prohibit the District from creating obligations in anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.

It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year.

Therefore, the following funding out provision is an integral part of this RFP and must be agreed to by all Vendors:

The District may, during the contract period, terminate or discontinue the services covered in this proposal at the end of the District's then current fiscal year upon ninety (90) days prior written notice to the successful Vendor.

Such prior written notice will state: That the lack of appropriated funds is the reason for termination, and contract not to replace the services being terminated with services similar to those covered in this proposal from another Vendor in the succeeding funding period. This written notification will thereafter release the District of all further obligations in anyway related to the services covered herein."

The Funding Out statement must be included as part of any contract. No contract will be considered that does not include this provision for "funding out".

## **1.17 False or Misleading Statements**

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Vendor, may be rejected. If in the opinion of the District such information was intended to mislead the District in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of the RFP, it will be the basis for rejection of the proposal.

## **1.18 Award**

Award shall be made to the highest ranked Vendor whose proposal is determined in writing to be the most advantageous, bringing "best value" to meet the criteria of the District. Following the selection and upon final negotiation of the contract terms and conditions with the top-ranked Vendor, recommendation(s) for contract award, as required, will be submitted to the Superintendent. The Superintendent will recommend to the District Board the award or rejection of any and/or all Proposal(s).

See Section 6, for Proposal Evaluation Process.

## **1.19 Phasing Requirements**

The installation of the goods, training, and services described in this RFP must be phased and scheduled to coincide with the District's operational needs and based upon the software Vendor's best recommendations and practice.

Is anticipated that the schools will begin using the SIS for student scheduling during the 2015-2016 school year.

Table 1-2 below summarizes these SIS implementation phasing requirements.

**Table 1-2: Anticipated SIS Implementation Phasing Requirements Summary**

<b>Time Frame</b>	<b>Activity</b>
07/01/2013 - 06/30/2016	<b>The School Board Of Orange County, Florida SIS Project Implementation</b>
07/01/2013 - 03/31/2014	<b>Blueprint/Planning</b>
07/01/2013 - 09/30/2013	Requirements Gathering
10/01/2013 - 12/13/2013	GAP Analysis
12/16/2013 - 03/31/2014	Design
04/01/2014 - 11/13/2015	<b>Realize</b>
04/01/2014 - 08/29/2014	Build
09/01/2014 - 05/29/2015	Data Conversion
06/01/2014 - 09/30/2015	Testing
10/01/2015 - 11/13/2015	Pilot
11/14/2015 - 01/15/2016	<b>Final Prep</b>
11/16/2015 - 12/18/2015	Documentation
12/21/2015 - 01/15/2016	Training
01/19/2016 - 01/18/2016	<b>Go-Live Secondary Scheduling for Future Year</b>
01/19/2016 - 04/18/2016	<b>Go-Live Elementary and Secondary</b>
04/19/2016 - 06/30/2016	<b>Support</b>

## 2. BACKGROUND

### 2.1 Introduction

This section begins with background information on the District's organizational structure, and the educational services provided by the various departments, programs and schools. In addition, information provided is focused on the overall expectations for the Student Information System, as well as the District's specific needs. It also describes existing services, issues, and infrastructure that the District expects the Vendor to address and incorporate into their solution. Additionally included are some of the issues that need to be considered when migrating from the District's current Student Information System to the new system.

### 2.2 The School Board of Orange County, Florida Demographics

The School Board Of Orange County, Florida is located in Orlando, Florida, and is the 11th largest school districts in the nation. The School Board Of Orange County, Florida serves over 183,000 students and has approximately 22,000 employees. There are over 200 schools in the District; 123 elementary, 35 middle, 19 high, 3 K-8, 4 exceptional sites, more than 10 alternative education sites, 5 Career & Technical Education Centers and over 30 charter schools. There are five Learning Communities which each serves approximately 40 schools under an Area Superintendent. the District has a very mobile and diverse student population with a minority rate of over 18% and the students from 212 countries who speak over 160 languages. There are over 12,000 instructional staff and 7500 classified employees and approximately 900 administrators.

The following table summarizes the number of students and the District staff at various levels as of October 2012:

Students			Staff	
Type	Number of Schools	Number of Students	Type	Number of Staff
Elementary K-5 schools	123	81,162	Teachers preK-5	
K-8	3	2,914	Teachers 6-8	
Middle schools	35	38,498	Teachers 9-12	
High schools	19	50,037	Instructional Assistants	
Exceptional	4	683	Instructional	12,827
Alternative	10	2,513	Classified	7,686
Charter	30	7,755	Part time	529
			School-based administrators	464
			The School Board of Orange County, Florida Level & Technical	478
<b>School Enrollment Total:</b>	<b>224</b>	<b>183,562</b>	<b>Staff Total:</b>	<b>21,984</b>

There are eight members that make up the Orange County Board. Seven are elected from the single district which they represent, where each must reside in that district; and one is elected county wide and serves as the Chairman of the School Board.

Members are elected for four-year terms. Four are elected at the time of the Presidential election, and four, including the Chairman, at the time of the gubernatorial election.

For further factual and statistical information describing The School Board of Orange County, Florida, please visit our website at: <http://www.ocps.net>.

## 2.3 Current SIS Information System Operations

The District does not currently have a complete, integrated SIS as envisioned by the state of Florida. It does however perform a number of the same functions through a variety of applications as summarized in the following pages.

**Pearson's SMS system** is the student information system currently being used throughout the District. SMS runs on Windows 2003. The operating system Windows and relational database management system (RDMS) is M/S SQL Server.

The District uses SAP for Finance and Human Resource. Those systems are not being replaced. The new student system must be able to interface with the existing SAP HR module where the two systems share information about teacher/staff certification, professional development and cost reporting.

Report cards for grades 6-12 are produced directly out of SMS.

The SMS SIS has been customized for the District over the years by its own ICTS Department staff. It also incorporates changes and updates for FL DOE state reporting.

The need for SMS SIS would be eliminated with the implementation of a new SIS that meets the District's requirements.

**Enterprise Data Warehouse – EDW**, The District's data warehouse was developed in-house and is the primary resource for reporting student data to district user community. Data from SMS is used to populate Oracle's Warehouse Builder each night. Users authenticate through active directory and access a number of parameter-driven reports written exclusively in Oracle Business Intelligence. When the new SIS is implemented, it will require re-writing the interfaces, mapping the data elements from the new SIS to EDW, and populating the data on a nightly basis. The EDW data warehouse will continue to be a vital part of the District's information systems after the new SIS is implemented.

**ProgressBook**, from Software Answers, has been used for over six years to record student grades and take attendance throughout the District. Student and teacher schedule data is exported out of SMS and imported into the ProgressBook grade book each day. Attendance data is downloaded from the grade book and posted into SMS daily. Grades are downloaded and posted into SMS each night. Primary grade-level report cards are produced directly out of ProgressBook each quarter. Secondary grade-level report cards are produced out of SMS each quarter. Parent Access is the parent system which delivers grade and attendance information through a secure portal. Parent Access is an integrated module of ProgressBook.

The need for the ProgressBook Grade Book would be eliminated with the implementation of a new SIS that meets the District's requirements.

**Pinnacle**, from Global Scholar, is the Instructional Management System used throughout the District to combine curriculum, assessment, and instructional materials, professional development and student data into a central online system for teachers and administrators.

**WinSnap**, from School-link Technologies (SL-Tech), is the food service system used throughout the District for Point-of-sales at the cafeterias. Basic student data is exported from SMS SIS and is used to populate this system. Free and reduced lunch information about students is exported from WinSnap and posted into SMS. This system will continue to be used with the new SIS. There is no real-time access between this system and SMS.

**TRAPEZE**, from Trapeze Group, is Transportation's bus routing and scheduling system. Data is exported from SMS SIS and used to populate this system. Data for FL DOE state reporting related to FTE is exported out to TRAPEZE and posted into SMS during survey processing. This system will continue to be used with the new SIS. There is no real-time access between this system and SMS. Routing information is exported from TRAPEZE and imported into SMS on a nightly basis.

**Destiny**, from Follett Software Company, is the Library Management system that is used throughout the District. Data is exported from SMS and used to populate this system. This system will continue to be used with the new SIS. There is no real-time access between this system and SMS. This system is also being used to track student textbooks.

**TRACE**, supported by ICTS, is a system used throughout the District for data entry and correction of assessment data. Assessment data cycles between EDW and TRACE to act as a scrubbing and matching mechanism for assessment data. This system would be replaced by the new SIS.

**School Messenger**, from Reliance Communications, is the call-out system used throughout the District. For attendance purposes, each school takes period or daily absence data and populates a web page in the School Messenger system to initiate a call-out to the student's parents or guardians. Student and staff data is exported from SMS and SAP HR systems and populated in School Messenger for initializing the system in preparation of a call-out process for any purpose, but there is no real-time access with School Messenger or ProgressBook for populating the daily absence call-out. This system will continue to be used with the new SIS.

**PEER an Exceptional Student Education (ESE) System**, from the Florida DOE is the Exceptional Student Education system used throughout the District to develop Individual Education Plans (IEP's) and educational plans (EPs). Associated the District ESE documents can be uploaded and attached to individual students.

The system receives overnight exports from SMS for "read-only" access to ensure the accuracy and consistency of student ID, name, school, grade, birthdate and other related data used in the IEP and EP "forms". It does not update SMS. Data related to ESE (student exceptionalities, eligibility dates, etc.) required for FL DOE state reporting is manually entered into SMS from forms output by the ESE system.

The functional requirements related to ESE for the new SIS are listed on the FL DOE web site. The SIS must be capable of meeting the FL DOE state reporting requirements which requires that it maintain those data elements defined in the "Exceptional Student Reporting Format" of the FL DOE's web site, which as of April 2013 was: [http://www.fldoe.org/eias/dataweb/student\\_1213.asp](http://www.fldoe.org/eias/dataweb/student_1213.asp) .

#### **FASTER.net**

Supported and developed by ICTS, is the District's system used to process transcripts. It is integrated with the FL DOE Northwest Regional Data Center, where all Florida transcripts are processed. The requirements related to FASTER for the new SIS are listed on the FL DOE web

site. The SIS must be capable of meeting the FL DOE state FASTER requirements which requires that it maintain those data elements and processes defined in the “Florida Automated System for Transferring Educational Records” of the FL DOE’s web site, which as of April 2013 was:

<http://www.fldoe.org/faster/>

The need for the District FASTER.net would be eliminated with the implementation of a new SIS that meets the District’s requirements.

### **CampusVue**

From Campus Management, is the postsecondary system used by the District. Although CampusVue will continue to be used by the District and will not be replaced, it is expected that the Vendor integrate with this system to provide functionality for the processing of required FL DOE surveys for Workforce Development Information System (WDIS). The requirements and data elements are defined for WDIS on The FL DOE’s web site, which as of April 2013 was:

<http://fldoehub.org/CCTCMIS/wdis/Pages/default.aspx>

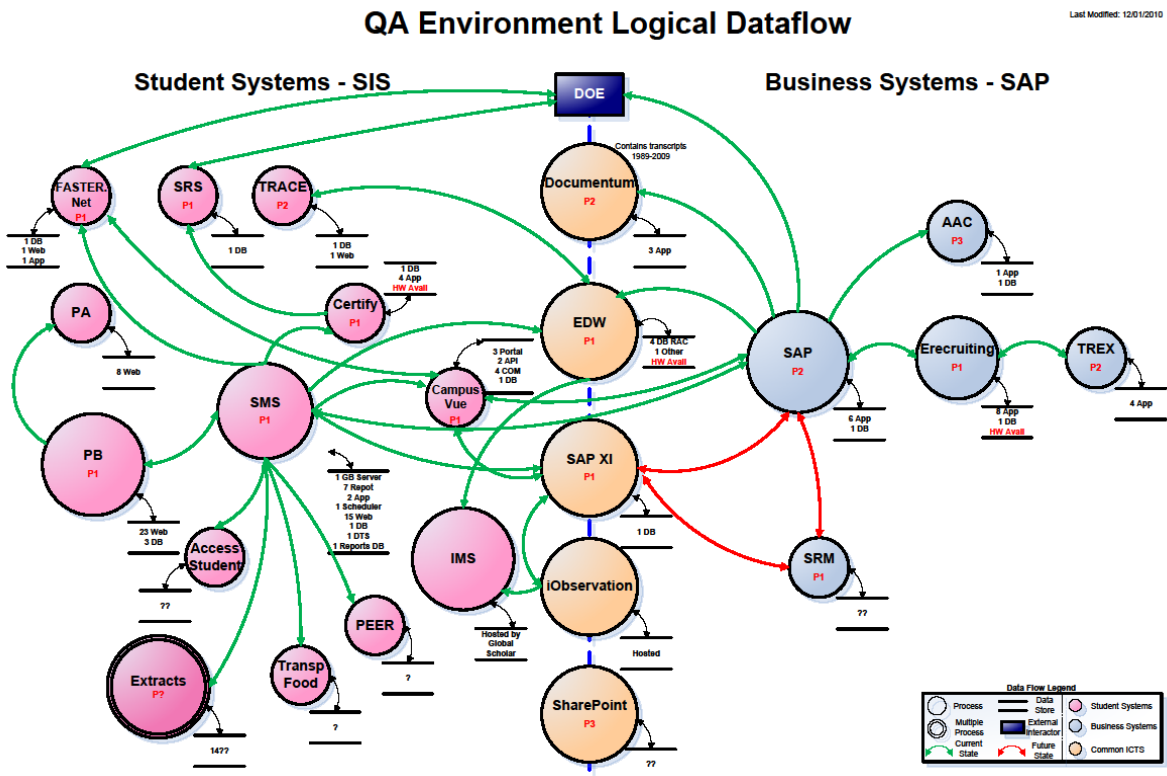
### **SRS and Certify**

From Certica, are the systems the District uses to process the required PK-12 surveys for FTE and Class Size. Certify is used to provide users with state reporting errors prior to Date Certain, while SRS is used for error correction after Date Certain. It is expected that the new SIS replace the state reporting, FTE and Class Size functionality described in the requirements.

### **Documentum**

From EMC, is the system used by the District for document archiving. Transcripts and student cumulative record documents are archived to this system for students who have transitioned out of the District. It is expected that the new SIS will integrate with Documentum for archived documents.

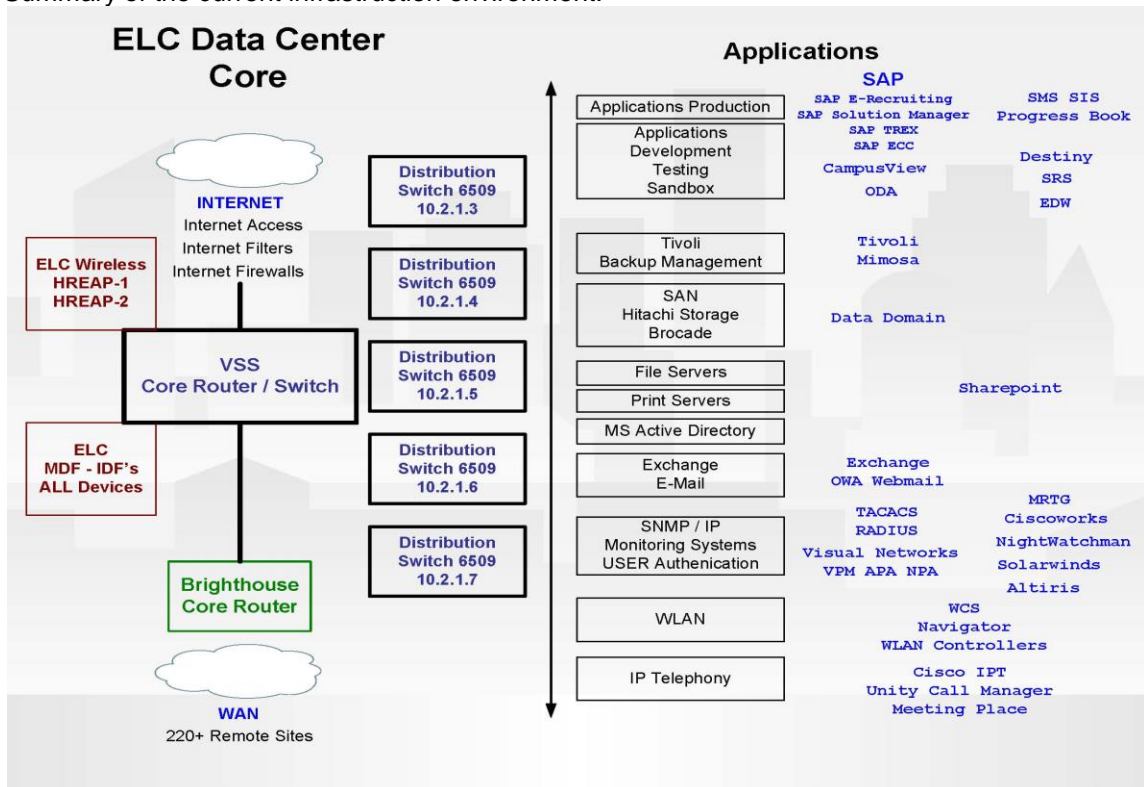
Figure 2-1. Overview of the School The School Board of Orange County, Florida's Administration Systems





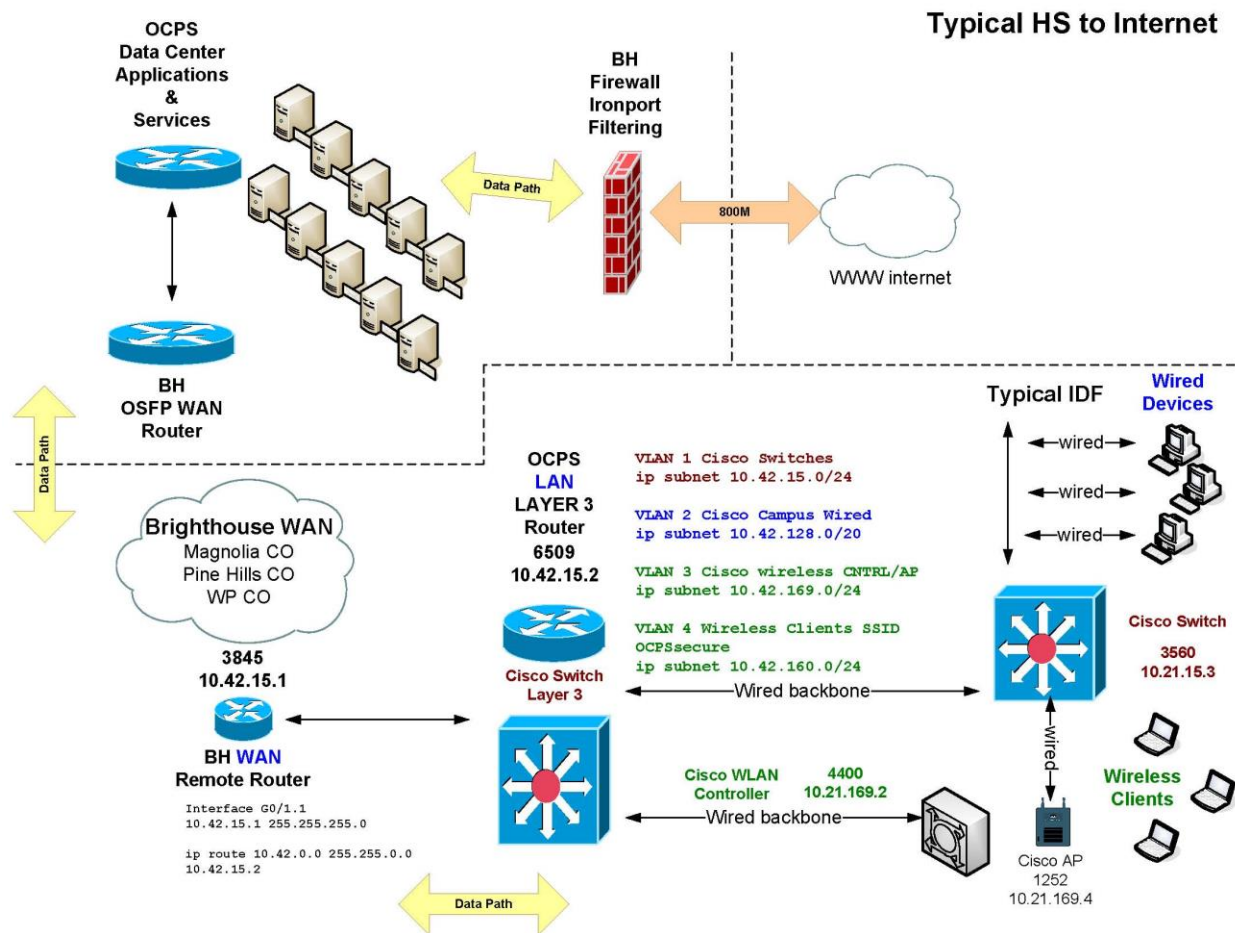
## 2.4 Current Technology Infrastructure

Summary of the current infrastructure environment:



### ELC DATA CENTER CORE DESCRIPTION:

- Core Router Cisco VSS Platform – Dual 6509E series chassis interconnected by 2-10G aggregated links
- Single 10G links provide connections to 5 Cisco 6509E distribution switches; they are currently averaging <2G utilization and can be upgraded to 40G at any time necessary.
- Uplinks to servers are typically 1G interfaces supplied by Cisco line modules WS-X6748-GE-TX
- THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA IPT is deployed on dual Cisco UCS-B series clusters uplinked through a pair of Nexus 6048 fabric switches directly connected to Cisco 7010 Nexus Platform.
- Applications Layer 3-7 are load balanced using Cisco's CSM (Content Switch Module) and Cisco ACE (Application Control Engine).
- The Data Center Core router is uplinked to the Brighthouse WAN/Internet Cloud via a single 10G fiber link.
- VSS Platform version s72033-adventerprisek9-mz.122-33.SX13
- Nexus Platform version n7000-s1-dk9.6.0.3

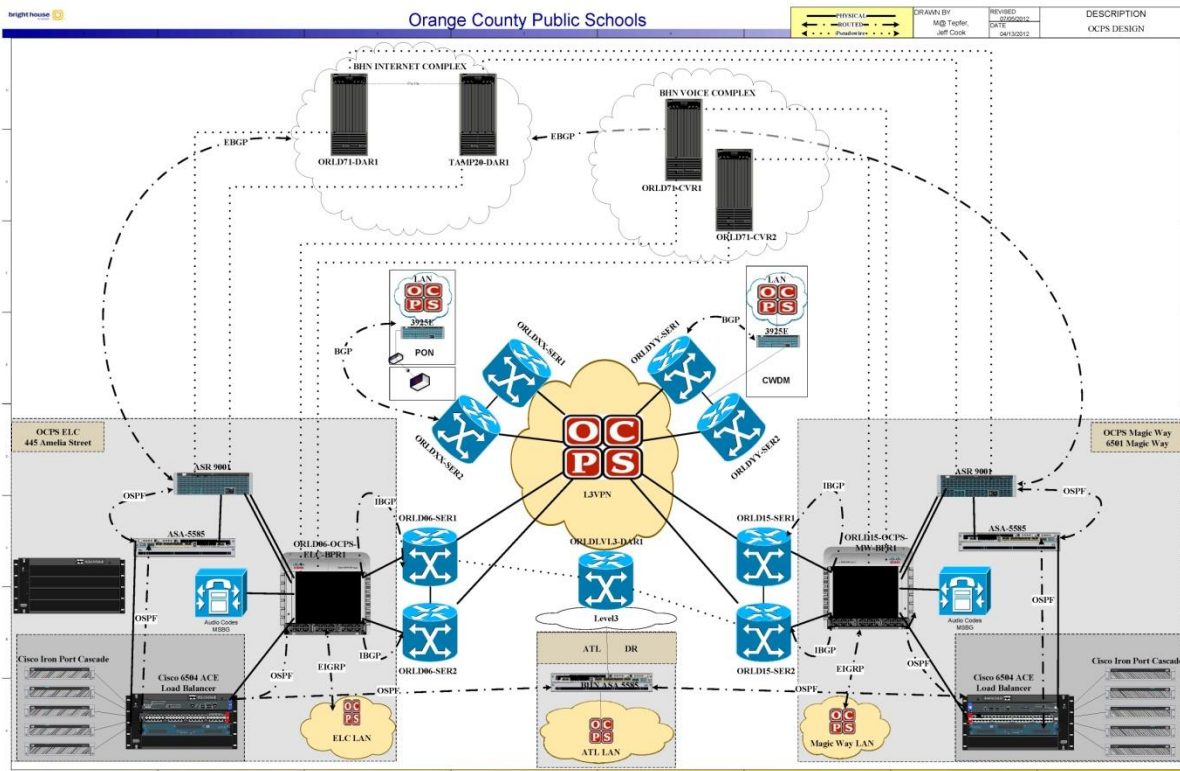


**TYPICAL DISTRICT REMOTE SITE:**

- All locations are entirely comprised of Cisco infrastructure for the LAN / WLAN Campus topology.
- The District Remote Layer 3 router is directly connected with a 1G uplink to BH 3925 edge router.
- OSPF and Wan Multicast are enabled to support video streaming.
- VLAN, IP addressing, DHCP and multicast configuration are configured at the Layer 3 LAN router.
- Sites vary for the LAN backbone with a minimum of 1G fiber up to 10G.
- Device support uplink is a minimum of 100M up to 1G switched interface.

**BRIGHTHOUSE WAN/INTERNET (RONALD BLOCKER EDUCATIONAL LEADERSHIP CENTER):**

- The District MPLS L3VPN LAN network comes in through ASR9K and connects to the aggregate Cisco 6504, utilizing all 10gbps interfaces.
- If traffic is HTTP/HTTPS, the 6504 then sends traffic to the ACE-30 load-balancer. Traffic is sent to 1 of 17 Ironport servers utilizing a least-connection algorithm. If traffic is non-HTTP/HTTPS, traffic is sent straight to the ASA on a 10gbps interface.
- All traffic is sent up to the ASA 5585-x firewall, then out to the Internet ASR 9K (on a 10gbps interface and through the BHN backbone) to be routed to destination.



## 2.5 Future Network Architecture Environment

There are plans in the future to modify and upgrade the architecture with the following;

- The current managed network allows for scalability so that bandwidth demands will be met for the next 3-5 years.
- The District will continue to increase device density on the network working toward a 1:1 ratio of students to computers.

## 2.6 Information, Communications & Technology Services

Information, Communication & Technology Services is led by a Chief Information Officer, a cabinet level position, and is made up of 5 subgroups:

Infrastructure – Network, hardware, system security, telephony.

Applications – Student systems, Finance, Human Resources, Web services.

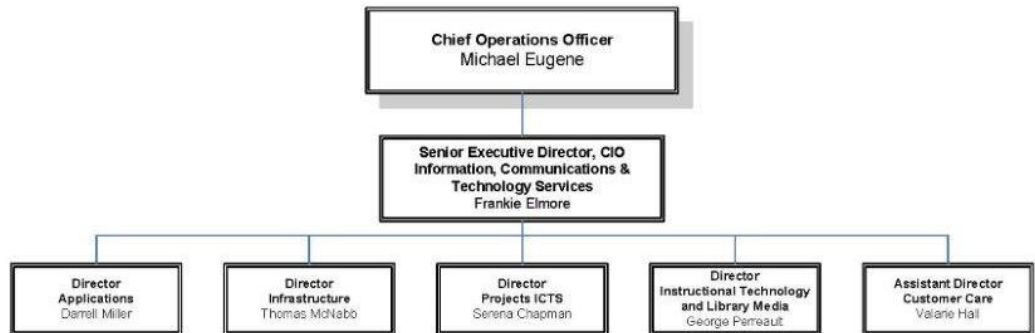
Project Management – Formal project management for all portfolio projects and other major projects.

Customer Care – Help desk, training

Instructional Technology – Classroom technology.

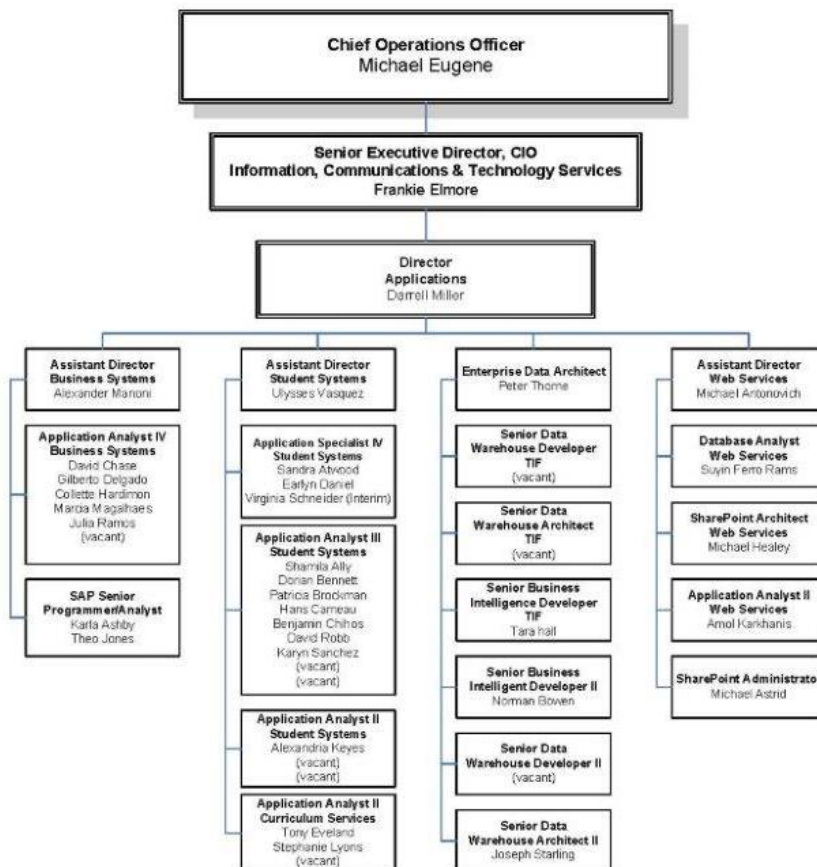
# OPERATIONS

## Information, Communications & Technology Services



# OPERATIONS

## Information, Communications & Technology Services



## **2.7 SIS Information System Vision**

The District's vision for the new SIS is to provide access to accurate, timely, and meaningful student data for all stakeholders (students, parents, staff, FLDOE, and community) for the purpose of enhancing student achievement and creating life-long learners. Access to complete and consolidated information will support data driven decisions at all levels of the organization. Access to the information in the system will be extended to the following, based on the District's security access standards:

- The District administrators, supervisors, staff, and the District departments.
- The District school site administrators, staff, including but not limited to, principals, assistant principals, counselors, specialists, and clerical support staff.
- The entire teaching staff.
- Parents and students in the District.
- Community agencies and organizations as appropriate.

### 3. GENERAL REQUIREMENTS

#### 3.1 General Requirements

The primary goal of this project is to replace the current SMS Information System which will support the needs of all District personnel with an integrated, enterprise web-enabled system that is centrally located and managed. The new SIS will be configured around an enterprise relational database with the capacity to support the District's needs for the foreseeable future (ten years minimum). A key focus of the new system is its flexibility to meet current and future needs of the District with minimal Vendor custom programming.

- The new SIS must address the District needs detailed in the functional requirements specifications detailed in Appendix A – SIS Functional Requirements Forms.
- As does the current Student Information System, the new SIS must feed the District's data warehouse (EDW) through nightly exports. The data warehouse is the central repository of not only data from the SIS, but any and all other silos of data throughout the District, enabling users to access all the data they need from one place. All of the functionality and reports available in EDW will not be affected by the replacement of SMS as long as data can be mapped from the new SIS to the same destination files in EDW that SMS used.
- The new SIS must interface with the external systems that have been detailed in Appendix C – Student Information System Interface Requirements. These interfaces are in one of two categories: (1) data exports designed for import into the external system (2) direct access of the SIS tables for read and write access.
- Training and professional development will be provided to administrators, faculty, the District users, support personnel, and other staff to ensure the timely implementation and effective use of the new system.
- There must be a method for providing timely user and technical support.
- Selection of the new SIS will consider not only purchase price, but also life-cycle costs associated with maintenance, support, and training as well as being the best system for the District.
- Ease of use — By incorporating an easy-to-use user interface (including graphics, speech, animation, and video as they evolve), the system must enable users to solve many problems themselves.
- Reliability/availability — The system must minimize hardware and software failure so people will have the confidence to rely on it. Backup/Restore functions must not interrupt the District users.
- Maintainability — When problems occur or software upgrades are needed, support must be available from a central location. SIS software upgrades must require little or no down time and must be performed according to the schedule of the District.
- Supportability — To coordinate support when assistance is necessary, support staff must have access to information regarding all previously reported problems and their solutions.

## 3.2 System Scalability and Performance

The SIS must be scalable and able to process concurrent user transactions within acceptable industry response times for similar types of transactions according to the counts listed in Table 4-9 (District Training Summary Totals). Response time is defined as the interval from the time a user sends a transaction to the time a visual confirmation of transaction completion is received. The response times below are to be met under normal workload conditions, including peak periods where most District offices and schools are performing similar functions within the same short time period (such as attendance accounting, student data inquiries, and grade reporting and printing).

As a condition of the District's acceptance testing procedure, response time for the new SIS will be tested and measured by District's technical staff.

The new system will be deemed satisfactory and acceptable if the following minimum response time criteria have been met:

- Unique transactions that the SIS is capable of performing must exhibit 5-second or less response time. The SIS itself (using the proposed Vendor recommended database platform, web server, and hardware) should be able to generate a basic web page within 1 to 3 seconds, given the specified load.
- A database query could take up to five (5) seconds. The Vendor will be expected to guarantee performance of their solution.
- The field to field on-screen data entry response time will be less than .5 seconds
- Specific exceptions will be made for complex functions such as generating a complex search. For any specific functions that inherently require longer response times than the range above, the Vendor must itemize these functions and state the anticipated response times (with accompanying reasons) in the Vendor's Proposal. The itemized information must be available and clearly discussed in the Proposal as set forth in Section 7 of the RFP.
- Any other conditions or exceptions to the metrics stated in the above paragraphs must be identified by the Vendor in the Proposal. These response time requirements are intended to insure application usability and acceptable performance from a user's perspective.

## 3.3 Data Query and Reporting Facilities

The SIS reporting and query capabilities should allow for a wide variety of report types including summary, detail, forms, drill down, as well as allowing for fast and easy report creation using report wizards that easily integrate with Microsoft Office products and other third party applications, such as Microsoft SQL Server Reporting Services (SSRS). The District's standard is Microsoft Office 2010 Professional for administrative users. Queries and reports must be able to be "pushed" to users by role on a scheduled basis.

## 3.4 General System Requirements

The Vendor must provide a detailed explanation of how its solutions will effectively address each requirement stated as an SIS Functional Requirement in Appendix A, and will provide a detailed explanation of how its solutions will effectively perform all aspects of the scope of services

identified in the RFP. At a minimum, the detailed explanation by the Vendor will identify and discuss the following:

- The Vendor will identify all hardware that is necessary in order to implement the system effectively and to meet the requirements and specifications established by the District.
- The Vendor will identify which items of required hardware and equipment it will provide and at what cost to the District. The Vendor will identify other sources for such hardware and equipment, if any are available.
- The Vendor will identify hardware, equipment, and ancillary items necessary to operate the system in accordance with the previously stated requirements that are not available from the Vendor. The Vendor will identify sources of supply of these items and will provide detailed specifications necessary for such items to be compatible with and to work in a satisfactory manner with the system and environment being proposed.
- The Vendor will identify in detail all software necessary to operate the system in accordance with the above-stated requirements. With respect to each item of software, the Vendor will identify whether the software is already tested, working, and operable, or whether the software is still under development. If it is still under development, the Vendor must identify the stage of development, personnel working on the development, and describe the schedule for completion.
- The Vendor must identify all sub-Vendors it will use in the development of hardware and/or software for this engagement. For each sub-Vendor identified, the scope of work will be provided in the Proposal.



## **4. PROPOSAL SUMMARY AND PROPOSAL ORGANIZATION**

### **4.1 Introduction**

This section contains instructions to Vendors on how to prepare their written responses to this RFP. As Vendors prepare their responses, they should be guided by the **Table of Contents in Section 7: RFP Response Format and Contents**. Vendors must factor into their written response, the information presented in Section 2, Background; Section 3, General Requirements; Appendix A, Student Information System Functional Requirements; and requirements specified in this section (Section 4).

#### **4.1.1 Vendor's Responsibility**

Before submitting a proposal, each Vendor shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the awarded contract resulting from this RFP and to verify any representations made by the District, upon which the Vendor will rely. If the Vendor receives an award because of its Proposal, failure to have made such investigations and examinations will in no way relieve the Vendor from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Vendor for additional compensation or relief.

#### **4.1.2 Licenses and Certificates**

- A. The District reserves the right to require proof that the Vendor is an established business and is abiding by the ordinances, regulation, and the laws the State of Florida, such as but not limited to: business licenses, Florida sales tax registration, Federal Employers Identification Number, AND;
- B. Each Vendor and personnel who will be performing services on behalf of the Vendor for the District are to be properly licensed to do business in its area of expertise in the State of Florida. Each Vendor shall submit with its proposal a copy of, and maintain the appropriate licenses and certificates during the term of the contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of the contract awarded as a result of this RFP.

### **4.2 Firm Qualifications Requirements**

The purpose of the Firm Qualifications Requirements section is to provide the District with the ability to verify the experience and knowledge claims made in the proposal by the Vendor and to assess the Vendor's prior record in providing services to other organizations. If the Vendor's Proposal involves the use of any sub-Vendor, where the subVendor's project involvement exceeds ten percent (10%) of the proposal Total Cost amount, the sub-Vendor must also comply with the Vendor qualifications requirements identified in the following sections:

- Firm History and Background
- Firm Required Financial Information
- Customer References
- Project Team Experience and Proposed Staffing

Vendors are advised that the information and responses to this section will assist the District in determining the Vendor's financial viability and its commitment to the proposed SIS.

#### 4.2.1 Firm History and Background

Please describe the Vendor's corporate background and experience. Specifically address your corporate history and experience in developing, installing and supporting SIS software for school districts whose needs and size are comparable to those of the District. The District is particularly interested in your experiences and success in the state of Florida.

The Vendor must provide the following information:

- General information about the Vendor's organization.
- Identification whether the firm is the prime Vendor or subVendor on this project.
- Date established.
- Corporate office location.
- Licenses & Certifications.
- Documentation from the appropriate state's department confirming firm's legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.). For non-Florida businesses submit documentation from the state in which the business was formed and documentation from the state of Florida providing authorization to perform business in the state of Florida.
- Those firms located within Orange County shall include a copy of their County Business Tax Receipt (formerly known as an occupational license). If a Vendor is located within Orange County, failure to have or obtain an Orange County Business Tax Receipt prior to the RFP closing date and time shall automatically render a Vendor non-responsive. **Note: Charitable organizations that qualify under Florida Statute section 205.192 are exempt from this requirement.**
- Federal Identification Number of firm.
- Ownership interests.
- Active Business venues (counties, states, etc.).
- Present status and projected direction of business.
- Number of technical and service staff available to support installation, training, documentation, and maintenance efforts.

- Number of technical staff devoted to new product development and/or enhancements to current Local Instructional Improvement System and Student Information System products.

#### **4.2.2 Firm Required Financial Information**

The Vendor must provide the following financial information:

- Dun & Bradstreet number and report, if available.
- Annual Report for the last year.
- Statement of Income and Retained Earnings for the last two fiscal years OR Balance Sheet for the last two fiscal years OR Opinions concerning financial statements from a Certified Public Accountant for the last two years, as applicable.
- Statement of Changes in Financial Position for the last two years, as applicable.
- The Vendor must identify each lawsuit against the Vendor, or any affiliate, subsidiary, sister corporation, holding company, or owner of an interest of 10% or more in the Vendor, and against the chief executive officer or president, treasurer, any executive vice president or the corporate secretary during the ten year term immediately preceding the date on which the Proposal is submitted. For each lawsuit identified, please explain the nature of the lawsuit and how it was resolved. If it is still pending, please identify whether or not a trial date has been set. Also identify where the lawsuit is pending and in which court. For purposes of this section, the term "lawsuit" means any action filed in a state court, a federal court, and also any administrative District litigation and arbitration.

#### **4.2.3 Customer References**

The District is looking for the Vendor to demonstrate its experience with school districts comparable in size to the District, as well as their experience with specific implementation in the state of Florida. Please provide at least three (3) references for itsr SIS with the current software fully implemented and student enrollment of 65,000 students or more. Please do not provide references for customers using a product other than the one you are proposing.

The customer references submitted must be active contracts/customer. The customer references must be organizations whose business processes needs are similar to or exceed those performed by the District in terms of functionality and complexity.

A customer that can demonstrate that they meet all of the Florida Department of Education state reporting requirements using the proposedSIS software system.

For each reference, the Vendor shall provide the following information:

- Customer name.
- Customer address.
- Current telephone number and fax number of a customer employee most familiar with the project along with their email address for reference verification.
- Time period over which each project was completed.
- List of products installed and operational.

- Number of students in school district.
- Number of school sites.
- Estimated number of employees.

In addition, for each of the proposed products (SIS) please list the number of customers the Vendor has in Florida as well as the number of customers in other states indicating with an asterisk those customers over 65,000 students.

**Project Team Experience and Proposed Staffing**

In the following section, please discuss your firm’s proposed Project Organization and Project Staffing. To assist the Vendor with its response, please refer to Table 4.1 District-provided Project Resources. The District technical resources will be available throughout the course of the SIS implementation.

**Table 4-1: The School Board of Orange County, Florida provided Project Resources**

Project Team Role	Number	%	Comment
Project Sponsor	One (1)	5%	Duration of project
Project Manager	One (1)	100%	Duration of project
Process Specialist	One (1)	50%	Duration of project
Director - Infrastructure	One (1)	5%	Duration of project
Asst. Director - Customer Care	One (1)	25%	Duration of project
Director - Applications	One (1)	12%	Duration of project
Asst. Director - Student Applications	One (1)	50%	Duration of project
Asst. Director – Network	One (1)	5%	Duration of project
Asst. Director – EDW	One (1)	12%	Duration of project
Asst. Director –Business Applications	One (1)	5%	Duration of project
Asst. Director-Security	One (1)	5%	Duration of project
Security Engineer	One (1)	10%	Duration of project
Network Engineer	One (1)	5%	Duration of project
QA Manager	One (1)	62%	Duration of project
Student Team Developers	Ten (10)	100%	Duration of project
Business Process Owners	Fifty (50)	5%	Duration of project
EDW Developers	Three (3)	30%	Duration of project
School Administrators	Ten (10)	5%	Duration of project
School Support Staff	Thirty (30)	5%	Duration of project

Teachers	Thirty (30)	5%	Duration of project
Customer Care Staff	Five (5)	30%	Duration of project
Process Specialist-Process Mapping	One (1)	100%	Duration of project
Database Administrator	One (1)	65%	Duration of project

#### 4.2.4 Project Team Organization

Within the proposal, the Vendor must provide an organizational chart of their proposed project team. The organization chart should include the Vendor's and the ***District provided resources*** as defined in Table 4.1 to provide the District an understanding as to how the Vendor envisions utilizing its and the District's resources.

#### 4.2.5 Project Team Staffing

Within the proposal, the Vendor must define the roles and responsibilities of each of its assigned staff. In addition, please provide complete resumes of each staff member. Resumes should include work history related to SIS installation assignments. If the Vendor's solution involves use of sub-Vendors in an amount great that 10% of the project's budget, the response must include resumes of any sub-Vendors.

### 4.3 Project Management Approach Requirements

Please describe your firm's Project Management Approach used to manage the design, configuration, and implementation of the new SIS. The project management components that the Vendor is responsible to include, but are not limited to, project workplans, project deliverables, schedules and budgets, risk management, change management, issue management, and quality management. Please address the following topics in your approach to Project Management.

#### 4.3.1 Project Workplans

The Vendor will be responsible for the development and maintenance of a detailed work breakdown structure that must include, but is not limited to, the identification and definition of all project phases, stages, and tasks and the respective start dates, duration of tasks, dependencies of tasks, milestones, deliverable due dates, and responsible party (e.g. SIS Software Vendor and the District personnel). Since the SIS products are likely to have different implementation schedules, Vendors are asked to supply a Project Plan for each system.

Within the Proposal, the Vendor must provide its proposed project workplans, preferably in Microsoft Project. The project workplan must identify all proposed tasks associated with the stages described in the background to the preparation of the Project Work Plan below. Please refer to the District's proposed schedule in Section 1.24 "Phasing Requirements" for the District's general timeframe for SIS implementation.

The Project Work Plan must also include:

- Critical Path.
- Task dependencies.

- Project milestones and deliverables.
- Task Owners by Organization (including tasks involving the Vendor and the District and third-party Vendors).

The Vendor's Project Work Plan must identify tasks where the District's subject matter expert and technical staff will be working independently or collaboratively with the Vendor staff during the design, development, configuration, and implementation phases of the SIS.

### **Background to the preparation of the Project Work Plan**

The Vendor must address the following general project tasks in its work plan:

- plan the overall Student Information System implementation schedules with assistance from the District (see Section 4.2.4, Table 4.1 the District Provided Project Resources);
- install the SIS software supplied as part of its Proposal and train the District level technical staff during the initial testing of the new system;
- customize Student Information System product to support the District's business and operational requirements;
- convert the District's current SIS data from associated system covered in Appendix "C";
- integrate into the Student Information System, periodic and annual report data elements required to support the District & Federal reporting needs;
- develop the SIS interfaces required to maintain other district's operational systems and other external systems with current updated student information (refer to Section 2.3 Current Student Information System Operations and Appendix C Student Information System Interface Requirements);
- test and provide a report to validate and verify that all SIS modules and functions meet the Vendor's acknowledged specifications as listed in Appendix A of the Vendor's submittal and prove that all SIS modules operate properly;
- coordinate the training of site level administrative and teaching staff personnel in conjunction with the Student Information System roll out schedule, including both the pilot project phase and the District-wide project phase;
- oversee the roll out of the new Student Information System to all school sites within the District according to the one year phase-in; and,
- address the most optimum and practical methods of supporting both business continuation and disaster recovery.

The Vendor should address all these tasks in their Project Management Plans.

### **4.3.2 Workplan Management Approach**

Within the Proposal, the Vendor must describe the proposed approach to effectively manage the Project Work Plan. At a minimum, the Vendor must describe the method for ensuring timely updates to the workplan, the approach for managing and communicating to the District changes, and the approach for tracking baseline versus actual or the methods and procedures employed in other implementations.

### **4.3.3 Risk Management Approach**

Within the Proposal, Vendor must describe the proposed approach to risk management. At a minimum, the Vendor must describe its approach to risk identification, risk analysis, risk response development, risk monitoring, and control or the methods employed in other implementations.

### **4.3.4 Change Management Approach**

Within the Proposal, Vendor must describe the proposed approach to change management. At a minimum, the Vendor must describe the change control system to be used and its approach to change identification, impact evaluation, change authorization, and change implementation or the methods employed in other implementations.

### **4.3.5 Issues Management Approach**

Within the Proposal, Vendor must describe the proposed approach to issues management. At a minimum, the Vendor must describe the issue management control system to be used and its approach to issue identification, impact evaluation, issue assignment, and issue resolution or the methods employed in other implementations.

### **4.3.6 Quality Management Approach**

Within the Proposal, Vendor must describe the proposed approach to quality management. At a minimum, the Vendor must describe its approach to quality planning, quality assurance, and quality control or the methods employed in other implementations.

### **4.3.7 Knowledge Transfer Approach**

Within the Proposal, Vendor must describe their proposed approach to performing knowledge transfer to the District's staff.

### **4.3.8 Communication Plan**

Within the Proposal, Vendor must describe the proposed approach for communicating timelines to affected stakeholders.

## **4.4 Proposed Technical Environment**

In response to this section, please provide an overview of the proposed SIS, including proposed hardware, software, and technical architecture, and the proposed technical approaches to addressing the major areas of functionality that are to be provided within the SIS. High-level diagrams showing major system components, their interrelationships, and supporting diagrams and materials, should be included to provide the District with a visual, as well as narrative representation of the future operating environment.

The Vendor must propose either a District hosted environment or a Vendor hosted environment within geographical boundaries of Orange County or both.

**The District Hosted Environment**

For the District hosted environment the SIS will reside at the District’s data center. Please provide the optimum hardware and software specifications for the SIS during the configuration, testing, implementation, training, and production environments to the District. Table 4-4 (below) provides a summary of the standard platforms and tools the District currently supports. If the Vendor has additional technical environmental requirements, please enumerate them as well.

**Vendor Hosted Environment**

For the Vendor hosted environment the SIS must reside in a secure external data center within geographical boundaries of Orange County. In the Proposal, the Vendor must identify and provide detailed information concerning the following issues related to hosting, backup and alternatives for hosting, backup of data, and the District access to its data.

- a. It is essential that the District will have immediate access electronically to all of its data. It is also essential that the proposed system have an adequate provision for backup of data and accessibility to data.
- b. The Vendor must identify the specific means by which data will be backed up and the schedule for backup. The Vendor must also identify how the District may obtain and access its data, and it will identify all conditions for such access and obtaining of data by the District, as well as the time period that will be the maximum amount of time that the District may be required to wait before it will receive requested data.
- c. The Vendor shall identify where the system will be hosted, the equipment for the hosting, ownership of the server, or other means by which the system will be hosted, and the details concerning the frequency with which the District will be provided with backed up data from the system so that the District may maintain its own alternative backed up data in the format regularly stored in the system.
- d. The Vendor will identify their solution for hosting, backing up of data, and regular provision of backed up data in system format to the District.
- e. If the hosting system or backup fails for any reason, then the Vendor at its expense, if awarded the contract, will be bound to restore the data to the level and in the format in which it was delivered by the District to the Vendor.

**Table 4-2 : The School Board of Orange County, Florida’s Standard Development and Operating Environment**

<b>System</b>	<b>Platform</b>
SMS Student Information System	SQL Server, Windows, Pearson SMS



System	Platform
SAP (Finance, HR and Payroll, Fixed Assets, Warehouse, Work Order, PM)	Oracle - 11.2.03 SAP - Currently ECC Enhancement Pack 4, NetWeaver 7.01. Will probably be ECC EhP 6 and NW 7.3 at the end of this year
E-Mail	MS Exchange Outlook
Learning Management System	Pinnacle (hosted solution)
Server Operating System for Data Warehouse	Production / QA Database Servers Red Hat Linux 5.6 Production / QA BI Servers Red Hat Linux 6.3
EDW Data Warehouse	Oracle Database 11.2gcn; Oracle Warehouse Builder 11.2.0.3 for ETL Oracle Business Intelligence 10g and 11g for dashboards
Web Pages	Sharepoint
Reporting Tool	MS SSRS, Crystal Reports, Access Database, Oracle Business Intelligence for dashboards and ad-hoc reporting
Desktop Operating System	MS Windows 98, Windows 7
Directory Services	Active Directory Database, LDAP protocol used to access AD
Desktop Application Suite	Microsoft Office 2007 or 2010 Professional
Internet Browser	MS Internet Explorer 8,9,10

#### 4.4.1 Network Infrastructure

Within the Proposal, Vendor shall provide a diagram and a description of its proposed network infrastructure that is required to obtain acceptable performance levels with the proposed SIS. The proposed SIS must be capable of operating in the District's Intranet network environment and Internet environment as summarized in Sections 2.4 and 2.5. If proposing a Vendor-hosted service, provide the specific details on how the proposed SIS application affects the network infrastructure and integration with the OPCS applications. Specifically, include impacts on online access, security, and authentication.

#### **4.4.2 System Infrastructure**

Within the Proposal, Vendor shall describe the proposed hardware and operating system platform and software components that will be included in the SIS environment. Please address the following areas:

- Hardware platform.
- Operating system.
- Database.
- Web application development.
- Report writers.
- Data modeling tools.
- Extract, transform and load tools.

Please discuss any concerns the Vendor has in regard to the SIS application response times summarized in Section 3.2 “System Scalability and Performance”. Please show how the proposed SIS will operate within the District’s Shared Services environment described in Section 2.4.

#### **4.4.3 Database**

Within the Proposal, Vendor shall describe the proposed database management system (DBMS) and high-level database structure to be utilized in the proposed SIS environment. In addition, address the following areas:

- Hardware platform.
- Operating system.
- Database.
- Web application development.

#### **4.4.4 Software**

The District is expecting a single user interface to access the SIS. Vendor shall describe the proposed software components that will be included in the SIS solutions, including:

- Software language.
- Software modules.
- Public domain software (if any).
- Commercial off-the-shelf (COTS) software products (as applicable).
- Standard and ad hoc reporting software.

For each software product, please identify the vendor, version, and key features of the product.

The District is expecting regular and industry acceptable processes and distribution for OS security & patch management.

## 4.5 Proposed Solution Approach

Describe the overall functionality of the proposed solution.

The Vendor's SIS must provide functionality that fully supports but not limited to the major processes discussed in Sections 2, Background, and Section 4.4 "Proposed Technical Environment".

- Approach to meeting SIS requirements as delineated in Appendix A
- Approach to interfacing with other the District mission-critical applications
- The District DOE and Federal Reporting

The proposed SIS must provide a single interface to perform all functionality being delivered by the Vendor for the proposed SIS whether the function is being served by the Vendor's software, public domain software, or a third-party tool or software product.

### 4.5.1 Approach to Meeting SIS Requirements

Appendix A, Student Information System Functional Requirements Forms contain a matrix of the application requirements for the SIS project. The Vendor is required to complete the Appendix A matrix to indicate if they are capable of meeting the requirements of the individual specifications. If the Vendor's SIS product cannot meet specific application functional requirements specified in Appendix A, then the Vendor should describe how they would meet those requirements. Please describe how Vendor will go about meeting any unmet SIS Functional Requirement that the District identifies as required to satisfy the SIS Functional Requirements.

### 4.5.2 Approach to Interfacing with Other The School Board of Orange County, Florida Mission-critical Applications

Within the proposal, please describe Vendor's approach to interfacing with the other District's mission-critical applications. The District wants Vendors to address the following issues or points:

- Provide a list of Vendor supported protocols such as ODBC, FSTP, etc.
- Provide a list of Vendor supported connection interfaces such as SFTP, JDBC, Oracle ODI, Oracle Fusion Middleware, IBM Websphere, LDAP, CSV and tab-separated flat file readers.
- The District will consume data from outside sources using a variety of methods. Describe the Vendor's capability to process the three methods:
  - Scheduled.
  - Manually invoked (bulk).
  - Simple monitoring that invokes the process when new data files appear (event-driven).
- Describe the Vendor's capability to notify the District of failure as the result of the above data consumption process from outside sources.
- Describe the Vendor's support for the following four types of data transfer, deploying each for the data integration tasks for which it is the most appropriate solution. Include a list of protocols supported for each type of data transfer:
  - remote invocation of application programming interfaces (APIs), Web services, and SOA adapters.
  - file transfer using a variety of formats. Please provide a list of supported formats

- publish and subscribe transfers through a messaging middleware broker
- secured direct access to the database only by ICTS staff based upon role
- Describe the Vendor's ability for creating and retaining data import logs that capture routine process and error related information including retention protocols.
- Describe the Vendor's ability for authorized users to securely export selected or all data elements to standard file formats with configurable field length & type. Explain your mechanism for export and include a list export protocols.
- Describe the Vendor's capability and methods to transfer permanent records or process transcripts via methods other than FASTER.
- Describe the Vendor's support for School Interoperability Framework. Explain how your Zone Integration Server is implemented. Is the Vendor 2.0 or 3.0 compliant?
- Describe the Vendor's ability to directly interface with any of the District document imaging system . How would the SIS be interfaced with the District document imaging system? Are customizations required to store and retrieve documents? How are document keys defined and stored?
- Describe the Vendor's ability to manage bi-directional student data transfer formats with the State Reporting system including but not limited to student identifiers. If a student cannot be matched in the system, are errors produced? How are the errors surfaced to the system?
- Describe the Vendor's ability to import into the SIS the student IMS information required for SIS and data reporting purposes in an automatic basis.
- Parent portal subscribes to data from the food service system using data exchange so that lunch balances may be displayed within the parent portal. Please explain how the data exchange is defined.

Please refer to Appendix C: Student Information System Interface Requirements for file layouts and data element formats and describe how the Vendor plans to seamlessly exchange data with other the District systems.

### **4.5.3 Approach to The School Board Of Orange County, Florida and Florida DOE State Reporting**

Within the proposal, please discuss how the Vendor intends to meet the Florida Department of Education (FL DOE) State reporting requirements as defined on the FL DOE web site for both PK-12 and Career & Adult Ed (WDIS) and McKay surveys. This includes the method the District will utilize to access, report, correct errors, and/or extract data.

The FL DOE main web site is <http://www.fldoe.org>

Details for FL State Reporting (which includes PK-12 Surveys, FASTER and WDIS) are under the Education Information & Accountability Services (EIAS) Department. The database manuals and technical assistance papers can be found at, <http://www.fldoe.org/eias/dataweb/default.asp>

Specifically:

- the current-year version of the "User's Manual" " (e.g. "2012-13 User's Manual").
- the current-year version of the "Student Information System".
- Technical Assistance Papers:
  - FTE General Instructions for most recent year

- FASTER User Manual found at <http://www.fldoe.org/faster/>
- WDIS Handbook (for Career & Adult Ed) at <http://www.fldoe.org/arm/cctcmis/>

In addition, please discuss the Vendor's program to ensure continual compliance with changes to FL DOE reporting requirements going forward.

## 4.6 Proposed Approach to Enhancements and Customizations

In order to satisfy the technical and business requirements identified throughout this RFP as well as the SIS specifications outlined in Appendices A, the Vendor may be required to make customizations to (for example, software features developed specifically for the State of Florida that are not current contained in your product). The Vendor must explain its approach for prioritizing and developing software package extensions or customizations.

### 4.6.1 Software Customizations for The School Board Of Orange County, Florida

Within the Proposal, Vendor must describe proposed approach for determining and developing customizations to the SIS software to meet any District specifications that are currently unmet by the Vendor's SIS product. Explain the tools used to develop product.

### 4.6.2 Software Gap Analysis

It is expected that the Vendor will conduct a Gap Analysis between their proposed solution and the current systems that the District has in place to determine the customizations which will be required. This will include data mapping.

## 4.7 Testing Strategy

The Districts expects the Vendor to validate that the customizations and configurations made to its SIS will operate properly in the District's technical and business environment. The Vendor is responsible for establishing all appropriate testing environments to support SIS testing activities. In order to ensure that each component of the SIS has been adequately tested prior to implementation, the Vendor is responsible for performing and/or overseeing the following minimum levels of testing: Unit Testing, Load Testing, Systems and Integration Testing, and User Acceptance Testing. These testing levels are described below:

- **Unit Testing:** Unit Testing is performed by an application developer or tester on an individual software module or component in the development environment. During Unit Testing, the developer or tester must test all unit logic paths and conditions for accuracy, efficiency, and conformance to the respective requirements.
- **Load Testing:** The Vendor will produce quantified results showing simulated load testing which ensures the response times are below an acceptable threshold under normal workload conditions, including peak periods where most district offices and schools are performing similar functions within the same short time period (such as attendance accounting, student data inquiries, and grade reporting and printing). See section 3.2 above for specifics.
- **Systems and Integration Testing:** Systems and Integration Testing is testing the integration of the individual modules within a subsystem, subsystems within a

system, and the components of the overall SIS. In addition, performance and stress testing of the SIS application and related network must be conducted. Systems and Integration Testing must be conducted in the Test Environment. Performance and stress testing must be conducted in the Test Environment and Production Environment. In addition to the Vendor, a minimum of three (3) District staff will also be performing Systems and Integration Testing.

- **User Acceptance Testing:** User Acceptance Testing provides end-users the ability to test the new system. Testing at selected elementary, intermediate, and high school sites may serve as User Acceptance Testing for the District modules. Formal User Acceptance Testing must also be scheduled for the District -level modules.

The Vendor is responsible for testing and validating the successful installation and operation of all third-party software that the Vendor provides as part of the solution.

#### **4.7.1 Approach and Description of Testing Strategy**

Within the Proposal, Vendor shall provide an overview of the testing strategy. This must include, but not be limited to, the identification and overall approach to all levels of testing (e.g., unit testing, load testing, systems and integration testing, and user acceptance testing), proposed testing environments (e.g., location, software, hardware requirements, etc.), approach to requirements traceability, and proposed testing participants.

#### **4.7.2 Approach to Testing Documentation**

Within the Proposal, Vendor shall describe your proposed approach for documenting testing components (e.g., test procedures, test cases, test results, etc.).

#### **4.7.3 Approach to Using Testing Tools**

Within the Proposal, Vendor shall identify the proposed testing tools, describe the features provided in the proposed testing tools, and identify the levels of testing which will use the tools.

### **4.8 SIS Data Conversion Strategy**

All current, legacy and historic student data and the system listed in Appendix "C" will be converted to the new SIS system by the software Vendor with assistance of the District's ICTS staff. There are approximately 8 years of data in the current SMS system.

During the Project Start-up stage, the Vendor will be required to provide an overall SIS Data Conversion Plan that will guide the Vendor and the District through a structured, orderly, and seamless transition from the existing systems to the new SIS. The Data Conversion Plan must describe all related tasks, preparatory actions, required resources, time frames, work products, and success criteria for software conversion and data conversion. Software conversion includes the technological transition from the existing system environment to the new SIS production environment. Data Conversion includes the manual and automated conversion, as appropriate, of existing and historical data to the new SIS. The Vendor is required to convert all student-level data from SMS and system listed in Appendix "C". The Vendor will collaborate with The School Board of Orange County, Florida staff to assess the integrity of the student data to be migrated to

SIS. The findings of the assessment need to be addressed in the conversion plan. The data conversion process is expected to be replicated and modified/corrected until the conversion of the data into the new SIS is at an acceptable threshold.

The District expects that all data must pass consistency and audit checks prior to final data conversion into the production environment. Inconsistencies must be documented and resolved prior to the final conversion.

Within the proposal, please provide your proposed SIS Data Conversion Strategy. The Data Conversion Strategy must provide information that can be used by the District to evaluate the Vendor's knowledge of, and intended approach to data conversion. This information must include at least the following:

#### **4.8.1 System Conversion Critical Success Factors**

One of the most important activities in any migration to a new system is the need to transfer data accurately to the new system. Please identify the critical success factors for conducting the SIS data conversion process.

#### **4.8.2 Approach to Data Conversion**

Within the proposal, the Vendor must describe their proposed approach to data conversion (e.g., timeline, participants, role responsibilities of both Vendor and The School Board of Orange County, Florida, contingency for rollback, etc.).

#### **4.8.3 Overview of the Data Conversion Process**

To ensure successful implementation, please discuss your approach to conversion of all student data:

- Electronic file conversion of the current, legacy and historical SIS data and other systems listed in Appendix "C".
- Manual Data Conversion.

What is your plan for developing data extract routines or writing customized program for data conversion if necessary?

Under what circumstances is manual data conversion necessary? How are field table files populated within the proposed SIS system?

The data conversion process consists of a series of tasks to be performed by the Vendor or the District. Please outline the tasks to complete the conversion process and who will complete the task. Explain any data conversion aids the Vendor uses to carry out the conversion work.

#### **4.8.4 Approach to Conversion Documentation**

Within the proposal, the Vendor must describe their proposed approach for performing and documenting system conversion (e.g., procedures, conversion results, etc.). Include examples of data conversion document with your proposal.

## 4.9 SIS Software Support and Maintenance

The Vendor is responsible for maintaining the SIS during the term of the Contract including the Vendor software warranty period and ongoing software maintenance through the life of the contract for maintenance with the District.

Systems maintenance includes maintaining all SIS software components, including managing and tracking the periodic release of application and source code,

The Vendor should discuss its approach to maintaining all version control methods and tools used to control the release of SIS software versions and source code. This includes the development and identification of a baseline software version and the tracking and deployment of subsequent software versions. Please discuss how the Vendor ensures that all software upgrades operate with the customizations made by the Vendor during the design, development, and implementation of the SIS and any subsequent customizations made by the Vendor post-implementation.

It is expected that any customizations made by the District would be included in this process to ensure that future releases will not be negatively impacted.

### 4.9.1 Warranty

The District expects that the Vendor's warranty period will commence upon the District's final acceptance of the system which effectively ensures that the SIS system functions as it was intended to in a reliable and stable manner. Within the proposal, please describe the SIS warranty, including the warranty period and items covered. The District expects a warranty will be provided at no additional cost to the District. Please address the following points of your SIS warranty services including:

- Your proposed warranty services.
- Any exceptions or limitations to your proposed warranty services.
- What is the length of the warranty period?
- What are the hours of warranty coverage (e.g., Monday-Friday, 7:30 a.m. to 5:30 p.m. E.S.T.)?

### 4.9.2 Ongoing SIS Software Maintenance Program

Within the proposal, please describe your company's SIS software maintenance program for your proposed SIS solution including, the products and services that the maintenance plan covers, the approach to upgrades and "point releases" of the software.

Please address the points in your response to this section:

- What services are included in your software maintenance program?
- What are the hours of software maintenance coverage (e.g., Monday-Friday, 7:30 a.m. to 5:30 p.m. E.S.T.)?
- What is your program for extended hours of telephone support operations? How are these services invoked and at what cost?
- Explain your program for software problem resolution?
- Procedure for contacting Vendor for maintenance (e.g. Help Desk).
- Service Level Objectives Response Times (defined as the time elapsed between the placement of the call and the start of remedial maintenance activities by Vendor maintenance service personnel).



### 4.9.3 Ongoing Program for SIS Product Enhancement

Please describe your company's approach to product development.

- Explain your product development lifecycle, including release planning, release development, release testing and release rollout.
- Are all product enhancements available to all customers as part of its annual maintenance fees?
- Explain your product enhancement process.
- How are product enhancements determined?
- What role do customers play in the product enhancement process?
- How often are enhancements provided? Explain your company's release schedule.
- Describe the tasks required for the District following a new release?
- Describe the installation process for installing new releases of the SIS software?
- How far in advance are the release notes available for any new release, patch or point release? It is expected that these release notes will be detailed in nature and cover the technical and functional changes to the software.

The Vendor is expected to provide post-implementation software modification support to ensure the SIS supports future State Reporting, legislative or Florida Code Regulation changes within the mandated compliance due date including state reporting requirements.

Please describe the program the Vendor has for keeping current with future Florida reporting requirements including:

- Detailed description of the proposed approach to managing and supporting the SIS environment to meet future State Reporting, legislative or Florida Code Regulation changes
- Identification of the technical and oversight resources assigned to ensure the required modifications are complete ninety (90) days prior to Florida DOE compliance due date in order to provide the District with sufficient time to review that the software does comply with the regulations
- It is expected that the contract will stipulate that the Vendor must agree to the following SLAs concerning State Reporting modifications from the official release date from the FL DOE. The time referenced is concurrent time.
  - All data element code modifications (add, change, or delete) will be completed within 25 days.
  - All fields modifications (add, change, or delete) will be completed within 35 days.
  - All formats modifications (add, change, or delete) will be completed within 50 days.
- It is expected that the contract will also cover financial penalties for non-compliance of the State Reporting SLAs.

#### 4.9.4 Customer Call Center (Help Desk) Management

As part of the proposal, please discuss your company's Customer Call Center management.

- Describe how your call center operates.
- service hours for contacting the Vendor with problems,
- role, and responsibilities of the District and the Vendor.
- What approach do you use to track, report and manage end user calls for service?
- What methods can users reach your call center representatives?
- Are all communications with call center representatives logged?
- Describe your Call Center Workflow Process.
- Based upon the urgency of the customer software problem, describe your escalation policies and procedures.
- What guarantees or Service Level Contracts does your company provide for critical support and emergency issues?
- In addition, please present your approach to certifying District's staff to support its SIS system locally.

Even when training is delivered close to the go-live date, new end users frequently require personal attention when they use the system for the first time. The Vendor is expected to propose an approach to provide support that accommodates an expected spike in end user assistance and demand on the Help Desk when the system goes live. In addition, the Vendor is expected to propose a method for ensuring that end user concerns and issues raised with Help Desk personnel will serve as input to curriculum content and revising training approaches in a continuous quality improvement feedback loop.

### 4.10 Security Strategy

#### Background on Security Architecture

The SIS solution must satisfy general system security standards, the District Policy [https://www.ocps.net/sb/Superintendent%20Documents/CDG%20State%20and%20Federal%20Programs%20Administration%2010\\_09\\_12.pdf](https://www.ocps.net/sb/Superintendent%20Documents/CDG%20State%20and%20Federal%20Programs%20Administration%2010_09_12.pdf) as well as state and federal security and privacy laws, especially the Family Educational Rights and Privacy Act (FERPA) <http://www.ed.gov/policy/gen/guid/fpco/ferpa/index.html>, Health Insurance Portability and Accountability Act (HIPA) <http://www.hhs.gov/ocr/privacy/> and Children's Internet Protection Act (CIPA) <http://www.fcc.gov/guides/childrens-internet-protection-act> . System security must be an integral component of the SIS' design and implementation. the District is looking for a SIS that provides security down to the data field level based on cascading site rolls (org chart).

#### 4.10.1 Security Architecture

Please discuss the proposed SIS product security architecture and the security and access structure, including:

- user account structure;
- user account and profile maintenance;
- user group profile and maintenance;

- user and group access security matrix (defining access to application menus and functions); and,
- audit reporting of system and application access.

#### **4.10.2 Managing Security**

Please describe the Vendor's recommended approach for defining and managing security levels and the capabilities associated with each security level.

The District requires that security management be centralized, whereby authorized users within the District are able to perform some security administration functions (e.g., create and update an individual user's security profile, reset passwords, etc.). It is expected that the account creation is an automated workflow process derived from integration with the District's Identity Management system.

If the Vendor's proposed total solution includes utilization of the Internet, the Security Strategy must also define the Internet access security approach and architecture.

### **4.11 Training Approach**

The District recognizes that there are several options that can be deployed to successfully train The School Board of Orange County, Florida staff on the new system. The District prefers the training to be scheduled "just-in-time" to coincide with the software Vendor's go-live deployment schedule.

In responding to this action concerning "Training Approach," the Vendor will, in addition to any other matter required or deemed appropriate by the Vendor for inclusion, identify its staffing model for providing training. This will include a statement of the qualifications and experience of the Vendor's training personnel.

As part of this SIS implementation, the District will be instituting a procedure for mastery assessment where users must demonstrate a certain level of knowledge in the operation of a software system before they are granted access to that system. The Vendor will be expected to develop an interactive mastery assessment training component for each training module where users must demonstrate a configurable level of mastery before being granted access to specific SIS modules.

#### **4.11.1 Training Philosophy**

Within the proposal, please describe your company's training philosophy and experience training educators and educational support staff..

#### **4.11.2 Training Methodology**

Within the proposal, please describe your training methodology and techniques in order to provide the most effective training of the District and building level staff. Describe training techniques for assuring that the "train the trainer" program will be successful. Discuss when various training methodologies would be employed including:

- classroom training.
- workshop training.
- face-to-face training.

- webinar training based upon roles.
- embedded online training modules within the application.
- "on demand" multimedia.

**4.11.3 Development of a Training Plan**

Please describe the process the Vendor will use to develop the District and building-level training plan. The plan should address the various training audiences, training topics, proposed training materials and tools, required training logistics, and training evaluation procedures. Vendor shall identify the means of delivery and any limitations in terms of frequency, number of hours, or otherwise imposed on the training that will be provided.

**4.11.4 Vendor SIS Curriculum and Training Modules**

the District understands that not all personnel need to be trained on all modules of the new SIS systems. With that in mind, please complete the following tables listing your product's module or subject area training sessions by targeted audiences, and module content. Please include the following completed tables in your response to this RFP using the templates in Appendix E.

For each job role in the following tables (Table 4-3, Table 4-4 and Table 4-5), please list the subject area modules recommended by job category and include this table in your proposal using the templates in Appendix E.

**4.11.5 Use Tables 4-6 and 4-7 to determine the recommended training needs. Vendor SIS Training Options**

The District requests that the Vendor propose and price out two training alternatives for The District consideration;

1. Train-the-Trainer and,
2. Training for all The District and School Users.

Appendix B SIS Total Cost Summary Form tabs 3 and 8 contains the District's personnel head counts for the SIS.

**4.11.5.1 Train-the-Trainer Option**

For planning purposes, please use the following information for pricing out the Train-the-Trainer option.

Train-the-trainer (for this method of training, Vendors should discuss its program to certify the District trainers to deliver the equivalent quality training to that of Vendor's trainers)

For purposes of developing the costs for certifying the District trainers, an approximate total of 40 staff have been identified according to the table below.

**Table 4-3: the District Trainers**

Trainer	Number
SIS Trainers	15
Grade Book	10
Scheduling	5
State Reporting	10

**4.11.5.2 Train all the District and School Users Option**

For this option, the Vendor is asked to provide SIS training for all the District and school site SIS users employing Vendor's staff. In the following section, there are several tables that contain the school and the District staff training needs tables that summarize the job titles/roles for all personnel in the District who will require training on one or more SIS modules

The following tables provide a summary of the various job roles/categories and the anticipated training needs for each category for determining the training requirements and costs.

Please use the information in the four tables (Tables 4-6, 4-7, 4-8 and 4-9) to calculate the Vendor's training time and costs for providing all SIS training. Student and Parent portal training will only be offered online, so the Vendor will not be expected to deliver this training.

**Table 4-4 : Anticipated Training Module Descriptions**

<b><u>Training Modules</u></b>	<b><u>Description</u></b>
Academic History	student's historical courses and grades
Alternative Ed (Drop Out)	dropout prevention and other alternative education data
Assessment	all assessment data
Attendance	attendance, truancy, DMV
Conferences	parent, teacher and student conferences/meetings/communications
CTE/Vocational	Dual enrollment, 8000 courses, industry certifications and all vocational data
Discipline	Referrals, incidents, consequences, SESIR, alt placement
ELL	All English Language Learner's Data, immigrant
ESE	All exceptional education data, 504's, McKay
Grade Reporting	Front office processing of Grades, GPAs, report cards, progress reports, class rank
Teacher Portal	teacher portal for Gradebook, attendance, class resources
Health	emergency alerts, immunization, medical conditions, clinic, screenings, medication dispensing, accidents
Master Scheduling	Scheduling for the future year, creation of sections
Parent Portal	parent portal - grade and attendance etc.
Registration	enrollment, demographics, transportation, address validation and exceptions
Report Creation	ad hoc reporting, query, exporting data
Scheduling - Elementary	elementary individual students scheduling
Scheduling - Secondary	MS and HS individual students scheduling
School Administrator	Overview of system capabilities for school administrators
Site Admin	School software configuration and setup
Special Programs	Title I, Homeless, PK, grants , athletics, RTI, transportation, Free/Reduced Lunch
State Reporting	all surveys 1-9, a-d, class size
Student Portal	student portal - grade, attendance, assignments.

Student Progression	promotion, retention, and graduation
Summer School	summer school processing
System Navigation	(required for all users) - setup and configuration of individual customized portal and basic navigation through the system, includes ability to lookup student demographic information
Technical Admin	the District software configuration and setup
Transcripts	processing incoming and outgoing transcripts

**Table 4-5: Anticipated new SIS Roles**


<b><u>Alpha List of new SIS Roles</u></b>	<b><u>Description</u></b>
Counselor	Guidance Counselors, write access to majority of student data
the District Support	All the District & area offices users (view only, unless otherwise specified by individual user)
IT Admin	ICTS staff, Instructional Process Specialist, Business Process
Itinerant	Instructional based school users who may work with all students at a school
Parent	Parents & guardians of students
Registration	School users who register students, write access to majority of student data
School Admin	School administrators, write access to all student data
School Assist	Elementary school classified staff with write access to the majority of areas of student data
School Support	School classified staff with write access to just specific areas of student data
Site Coordinator	School administrator with ability to configure local school setup
Specialist	ESE & ELL itinerant staff who have access to all students but can only enter program data
State Reporting	Ability to run processes for state reporting extracts & formats, correction of state reporting errors
Student	Students
Teacher	Classroom teachers with students scheduled to them
Technician	Technology Support Representatives, ad hoc reporting & technical imports/exports
View Only	View only access to all student data

**Table 4-6: Anticipated Number of SIS Users by Role and Training Module**

Number of SIS Users by SIS Role by Training Module																												
Row Labels	Academic History	Alternative Ed (Drop Out)	Assessment	Attendance	Conferences	CTE/Vocational	Discipline	ELL	ESE	Grade Reporting	Teacher portal	Health	Master Scheduling	Parent Portal	Registration	Report Creation	Scheduling - Elementary	Scheduling - Secondary	School Administrator	Site Admin	Special Programs	State Reporting	Student Portal	Student Progression	Summer School	System Navigation	Technical Admin	Transcripts
Counselor	274	274	274	274	274	274	274	274	274	274	274	274	274	274	274	274	274	274	0	0	274	274	274	274	274	274	0	274
District Support	21	21	21	22	22	34	1233	21	21	21	2	21	21	2	39	790	21	21	11	11	1254	24	2	21	21	2050	21	34
IT Admin	47	47	47	47	47	47	47	47	47	47	47	47	47	47	47	62	47	47	47	47	47	47	47	47	47	62	62	47
Itinerant	0	0	782	798	823	0	798	0	0	16	798	22	0	0	0	807	0	0	0	0	804	0	798	0	0	823	0	798
Parent	0	0	0	0	0	0	0	0	0	0	0	0	0	365000	0	0	0	0	0	0	0	0	0	0	0	365000	0	0
Registration	225	225	225	225	225	225	225	225	225	225	0	225	0	0	225	225	225	225	0	0	225	225	0	225	225	225	0	225
School Admin	492	492	492	492	492	499	492	492	492	499	492	492	499	492	492	499	492	499	499	499	492	499	492	492	492	499	492	499
School Assist	122	122	122	122	122	122	122	122	122	122	0	122	0	0	122	122	122	122	0	0	122	122	0	122	122	122	0	122
School Support	699	699	699	699	699	699	699	699	699	699	0	699	0	0	699	699	699	699	0	0	699	699	0	699	699	699	0	699
Site Coordinator	225	225	225	225	225	225	225	225	225	225	225	225	225	225	225	225	225	225	225	225	225	225	225	225	225	225	225	225
Specialist	0	0	28	0	688	0	113	17	605	0	0	605	0	0	0	699	145	145	0	0	51	145	0	0	0	699	0	0
State Reporting	225	225	225	225	225	225	225	225	225	225	0	225	225	0	225	225	225	225	0	0	225	225	0	225	225	225	0	225
Student	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	185000	0	0	185000	0	0
Teacher	0	0	0	10646	10646	0	10646	0	0	0	10646	0	0	10646	0	10646	0	0	0	0	0	0	10646	0	0	10646	0	10646
Technician	0	0	0	0	0	0	0	0	0	174	0	0	0	0	0	174	0	0	0	0	0	0	0	0	0	174	174	0
View Only	0	0	0	40	401	0	43	0	0	0	0	113	0	0	0	502	40	40	0	0	307	0	0	0	0	2404	0	0
<b>Grand Total</b>	<b>2330</b>	<b>2330</b>	<b>3140</b>	<b>13815</b>	<b>14889</b>	<b>2350</b>	<b>15142</b>	<b>2347</b>	<b>2935</b>	<b>2527</b>	<b>12484</b>	<b>3070</b>	<b>1291</b>	<b>376686</b>	<b>2348</b>	<b>15949</b>	<b>2515</b>	<b>2522</b>	<b>782</b>	<b>782</b>	<b>4725</b>	<b>2485</b>	<b>197484</b>	<b>2330</b>	<b>2330</b>	<b>569127</b>	<b>974</b>	<b>13794</b>



**Table 4-7: Summary of Anticipated Users by SIS Role**

<b>Users By SIS Role</b>	
<b>Row Labels</b> 	<b>Sum of Total in</b>
Counselor	274
District Support	2050
IT Admin	62
Itinerant	823
Parent	365000
Registration	225
School Admin	499
School Assist	122
School Support	699
Site Coordinator	225
Specialist	699
State Reporting	225
Student	185000
Teacher	10646
Technician	174
View Only	2404
<b>Grand Total</b>	<b>569127</b>

Vendors should summarize their overall training requirements using the template in Appendix E for Table 4-9: SIS District Training Summary Table and place the table in their response to this RFP. The data in this table will also appear in Appendix B: Total Cost Summary Form tabs 3 & 8 Student Information System Training Services as well.

**4.11.6 Sample Training Curriculum**

Please provide samples of your company's SIS training materials on your proposal flash-drive.

## **5. PROCUREMENT PROCEDURE**

Award shall be made to the highest ranked Vendor that best meets the needs of the District. Every proposal will be reviewed and evaluated in terms of its conformance to the specifications in this RFP.

### **5.1 Cost Proposal**

Cost Proposal must include the estimated costs of furnishing all materials, equipment, labor, maintenance, complete and accurate data conversion costs for all data contained in the current systems, training, operating manuals, customized software development, and services necessary or proper for the implementation/completion of the work described in this RFP. the District shall not be liable for any costs beyond those proposed in this RFP and awarded. Time and materials proposals are not acceptable. Vendors must include all travel and living expenses in their Professional Services costs.

Proposals must include five years of fixed maintenance costs after the end of the first year following the expiration of the warranty period.

### **5.2 Posting of RFP Conditions/Specifications**

This RFP will be posted for review by interested parties on the District's Purchasing Department's website <https://www.ocps.net/op/procure/Pages/default.aspx> and will remain posted up to and including the Due Date of this RFP. Failure to file a specification protest within the time prescribed in Florida Statutes 120.57(3) will constitute a waiver of proceeding under Chapter 120, Florida Statutes.

### **5.3 Acceptance and Rejection of Proposals**

#### **5.3.1 Acceptance**

All Proposals properly completed and submitted will be accepted by the District. However, the District reserves the right to request necessary amendments, reject any or all proposals, reject any proposal that does not meet all mandatory requirements, or cancel this RFP according to its best interest.

The District also reserves the right to waive minor irregularities in proposals if that action is in the best interest of the District. If the Vendor is awarded the contract, such a waiver shall in no way modify the requirements stated in this RFP or excuse the Vendor from full compliance with the specifications stated in this RFP or resulting contract.

#### **5.3.2 Rejection**

The District reserves the right to accept or reject any or all proposals, to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals. the District reserves the right to reject any and and/or all items proposed or award to multiple Vendors. Prior to Board approval the District may cancel the RFP or portions thereof, without penalty.

The District reserves the right, before awarding the contract, to require Vendor(s) to submit evidence of qualifications or any other information the District may deem necessary.

The District reserves the right to further negotiate any proposal, including price, with the highest rated Vendor. If a contract cannot be reached with the highest rated Vendor, the District reserves the right to negotiate and recommend award to the next highest Vendor or subsequent Vendors until a contract is reached.

The District, at its sole judgment, will award or reject any or all proposals as is in the best interest of the District and the decision shall be final.

## 6. PROPOSAL EVALUATION PROCESS

A SIS Software Selection Task Force shall evaluate submitted proposals. The evaluation will be based on the evaluation criteria described in Section 6, Proposal Evaluation Process of this RFP.

The SIS Software Selection Task Force will apply a numerical rubric to evaluate the Vendor Proposals and the finalists' Student Information System software demonstrations. The following sections will describe the evaluation process in more detail.

### 6.1 Preliminary Evaluation

A preliminary evaluation shall determine whether each proposal is complete and compliant with the instructions in this RFP. Any proposals that are incomplete or that do not comply with the instructions or terms and conditions may be rejected and excluded from further consideration. Subsequent review and evaluation will be based on the criteria stated in the following sections.

### 6.2 Proposal Evaluation Process

Proposals will be reviewed and evaluated by the Proposal Evaluation SIS Software Selection Task Force as described herein:

#### **-Proposal Opening**

Proposal submittals will be received and publicly opened. Only the names of Vendors will be read at this time.

#### **-Proposal Evaluation SIS Software Selection Task Force**

A Proposal Evaluation SIS Software Selection Task Force will convene, review, evaluate and rank all valid responses submitted based on the evaluation criteria.

The Proposal Evaluation SIS Software Selection Task Force reserves the right to interview any, all or none of the Vendors that responded to the RFP and to require formal presentations with the key personnel who will administer and be assigned to work on behalf of the contract before recommendation of award.

The Proposal Evaluation SIS Software Selection Task Force reserves the right to conduct site visits of the Vendor's facilities and/or of a current project they are managing.

Public Notice of meetings will be posted on the District Procurement Services website: [www.ocps.net/op/procure/Solicitations/Pages/Current.aspx](http://www.ocps.net/op/procure/Solicitations/Pages/Current.aspx)

#### **-Evaluation Process**

The District will not be under any requirement to complete the evaluation by any specific date and reserves the right to suspend or postpone the evaluation process should the need arise due to budget constraints, time constraints or other factors as directed by the District. However, it is anticipated that the review/evaluation process will be completed in a timely manner. Purchasing and Contracting's staff will participate in an advisory capacity only.

SIS Vendors will undergo a two-stage evaluation and selection process. The first stage (Phase I) will consist of an evaluation of the Vendors' written RFP responses, requirement section, MWBE/LDB participation and the Total Cost of Ownership.

Following this evaluation, the District SIS Software Selection Task Force will develop a short list of Student Information System software Vendor finalists. Those Vendor finalists will be invited to participate in the formal demonstration (Phase II) of the SIS software selection process, which will consist of SIS software demonstrations, reference check, and site visits as necessary. Vendors may be asked to clarify specific proposal sections.

### 6.3 Phase I: Evaluation of Vendor RFP Responses

#### SUBMITTAL REQUIREMENTS/WRITTEN EVALUATION CRITERIA

Proposals shall include all of the information solicited in this RFP, and any additional data that the Vendor deems pertinent to the understanding and evaluating of the proposal. The Vendor should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since the formal demonstration (Phase II) will be scripted and timing will not allow unsolicited information. Each Vendor will be ranked based on an analysis of the criteria herein addressed.

#### 6.3.1 Scoring

The written SIS proposals will be scored and weighted based upon the following point distribution during Phase I:

Only proposals that meet the compliance requirements will be evaluated based on the following criteria.

Phase I	Possible Points	Maximum Weight Value
Requirements	600	35%
RFP / Scope of Services	400	25%
MWBE/LDB	100	5%
Cost - TCO	1000	35%
		100%

Evaluation Criteria	Points
Section 1 - Executive Summary	Non Scored
<b>Requirements</b>	<b>Points</b>
Section 2 – SIS Response Forms (Appendix A)	600
<b>RFP / Scope of Services (Refer to Section 7.9 for break-down of points)</b>	<b>Points</b>
Section 4.1 - Numbering - Introduction Letter	Non Scored
Section 4.2 - Firm Qualification Requirements	60

<b>Evaluation Criteria</b>	<b>Points</b>
Section 4.3 - Project Management Approach Requirements	50
Section 4.4 - Proposed Technical Environment	40
Section 4.5 - Proposed Solution Approach	40
Section 4.6 - Proposed Program for Enhancements and Customizations	20
Section 4.7 - Proposed Testing Strategy	20
Section 4.8 - SIS Data Conversion Strategy	50
Section 4.9 - SIS Software Support and Maintenance Program	40
Section 4.10 - SIS Security Strategy	20
Section 4.11 – SIS Training Approach	60
<b>MWBE / LDB</b>	<b>Points</b>
MWBE/LDB Participation	100
<b>Cost - TCO</b>	<b>Points</b>
Section 3 – Cost Proposal Five (5) Year Life Cycle Costs (Appendix B)	1,000

The Procurement Representative shall calculate all scoring and determine a ranking of all Vendors. The SIS Software Selection Task Force shall determine if presentations/interviews are necessary.

Following the evaluation of the written responses to the Student Information System, the District SIS Software Selection Task Force will score the SIS Total Cost Summary Forms (Appendix B) of the Vendors' Proposals. The distribution of cost points will be calculated as a percentage of cost increase as compared to the lowest cost Proposal received.

Vendors should submit their SIS five-year life cycle costs (Appendix B) in a separate envelope from the written response. Five-year life cycle costs will be used to determine the points awarded to Vendors for the cost portion of the RFP. The Vendor with the lowest five-year life cycle costs will be awarded 1000 points. Vendors, whose prices are higher relative to the lowest cost Proposal received, will be awarded points in the following manner. For example, if Vendor A submits a total five-year life cycle cost of \$1,000,000, Vendor B submitted a total cost of \$1,250,000, and Vendor C submitted a total cost of \$1,500,000; then Vendor A would be awarded 100% of the Cost Points (1000 points); Vendor B would be awarded 80% ( $\$1,000,000/\$1,250,000$ ) of the points or 800 points; and Vendor C would be awarded 67% ( $\$1,000,000/\$1,500,000$ ) of the points or 670 points.

### **6.3.2 Clarification of submittals**

The areas in which clarification may be requested will include, but not be limited to, price or cost, service and warranty, maintenance, backup, hosting, the extent

to which products and services are currently available or the extent to which the same will need to be developed, issues related to personnel, trainers and training methodology, delivery and implementation of systems, and any other matter in connection with the proposal (including any matter in which the District believes the information submitted is insufficient or omitted). The Vendor will be given an opportunity to clarify in writing during Phase II. The written clarification will be deemed a part of the proposal and shall be appended to the proposal submitted.

### 6.3.3 Student Information System Finalist Selection Process

The short list of Vendor finalists will be determined by the highest combined point total from Phase I.

These finalists will move on to Phase II of the selection process: the Student Information System software demonstration.

## 6.4 Phase II: SIS Vendor Finalists Formal Software Demonstration

The finalists will be contacted by the Purchasing and Contracting Department to prepare for a SIS product demonstration.

The SIS demonstration will consist of a formal demonstration script. These scripts and additional questions to be covered during the presentations. Vendors may also be asked to let the Software Section Task Force members actually manipulate the software to determine ease of use and intuitiveness of the software. The demonstrations will take place at the District's Administrative Offices between Monday, September 30, 2013 and Friday, October 4, 2013.

Each Vendor will have its software demonstration scored and normalized to a 600 point total basis.

Cost Containment:

- Process of maintaining organizational costs within a specified budget; restraining expenditures to meet organizational or project financial targets.
- Reducing expenditures or the rate of growth of expenditures.

Phase II	Possible Points	Maximum Weight Value
Demonstration	600	55%
Cost Containment	100	10%
References / Site Visits	300	35%
		100%

### 6.4.1 Final Clarification

The SIS Software Selection Task Force may decide to seek additional clarification concerning the demonstration from one or more Vendors if necessary to make a final decision. The Purchasing and Contracting representative will email the Vendors asking additional clarification, Vendors are

allowed to email back their response by the stated deadline, but must follow up with a hard copy in the mail.

## **6.5 Basis of Award**

Award shall be made to the highest ranked Vendor whose proposal is determined in writing to be the most advantageous, bringing “best value” to meet the criteria of the District. Following the selection and upon final negotiation of the contract terms and conditions with the top-ranked Vendor, recommendation for contract award, as required, will be submitted to the Superintendent. The Superintendent will recommend to the Board the award or rejection of any and/or all proposal(s).

## **6.6 Additional Terms and Conditions**

The District reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

## **6.7 Negotiations with Top-Ranked Firm**

The District reserves the right to negotiate price and contract terms and conditions with the most qualified Vendor(s) to provide the requested service. If a mutually beneficial contract with the highest ranked Vendor is not reached, the District reserves the right to enter into contract negotiations with the next highest ranked Vendor and continue this process until a contract is reached. Vendors are cautioned to provide their best offer initially.



## 7. RFP RESPONSE FORMAT AND CONTENTS

To maintain comparability and enhance the review process, proposals shall be organized in the sequence shown below and shall include all of the elements and information described in the following sections:

### Proposal Form

- A. See Submittal Requirements for complete details.

**It is not necessary to return every page of this document with the Proposal; return *only* the pages that require signatures or information.**

- B. Vendors should submit **one (1) original** and **five (5) printed copies** of their proposal to the Issuing Office. Vendor shall also submit twenty-seven (**27**) **electronic copies** (flash-drive) of their proposal with their response each containing the final RFP response in both Word and PDF formats. The Appendix A – Functional Requirements, Appendix B – Cost Summary Form must be submitted in MS Excel format by requesting the template via email to Marcel Martinez at [marcel.martinez@ocps.net](mailto:marcel.martinez@ocps.net) , using the following language in the Subject: "Appendices Excel Templates".

Note solicitation number and name of company on the flash-drive. The Student Information System Total Cost Summary forms (Appendix B) should be provided in a separate, sealed envelope. Include the SIS Total Cost Summary forms in Excel format on a separate flash-drive.

If confidential materials are submitted, such confidential materials shall not be included on the master flash-drive. Confidential materials shall be segregated on a separate flash-drive, plainly labeled "Confidential Materials".

### 7.1 RFP Closing Date and Time

RFPs may be delivered up to but not later than **2:00 p.m., local time, Monday, August 5, 2013** to:

**The School Board of Orange County, Florida  
Attn: Marcel Martinez  
417 W. Amelia Street  
Orlando, FL 32801**

Proposals must be submitted on 8-1/2 x 11 white paper and shall include a table of contents properly indicating the section and page number of the information included. Elaborate bindings or other presentation aids are not required and will not enhance the overall evaluation of the proposal. Three ring binder submittals are preferred, but will not affect scoring.

All responses must include the Proposal Identification Label. The cover sheet should include the names, addresses and telephone numbers for the Vendor, authorized contact persons, authorized signatures (i.e., the owner or other responsible person of the District), the nearest regional office and members of the Vendor's proposal team.

Vendors may recite the contents of this RFP in their proposal. However, in the event there is a discrepancy between this RFP (including subsequent addenda) and the RFP language included in Vendor's proposal, the language of this RFP and its addenda shall prevail.

Proposals should be prepared simply and economically with emphasis on specific experiences and capability to perform work for similar government entities using a public procurement system. Information relating closely to those tasks outlined above will be weighed most heavily.

All proposals must be in the format required in this RFP. Failure to comply may be reason to declare the proposals nonresponsive. For detailed description of what is required in each Tab see sections 7.3 through 7.9.2.

## **7.2 Proposal Tabs – Section / Sub-Section Headings**

### **Tab 0 – Contract Exceptions (Non-Scored)**

Please list any exceptions to the District’s RFP or terms and conditions or document(s) related to this RFP. For each exception, list proposed alternative language. Also, please provide alternative language to better protect the goals and interests of the District, and to provide for a turnkey implementation of the SIS. Identify any problematic gaps between any contemplated contracts .

Completed Vendors Information Form (Attachment “A”)  
(Non-Scored)

Addenda – sign and return all Addenda (Non-Scored)

Table of Contents(Non-Scored)

### **Tab 1 – Executive Summary/Introduction Letter (Non-Scored)**

### **Tab 2 –Student Information System Functional Requirements Response Forms (Appendix A) (Weighted Value - 600)**

### **Tab 3 – SIS Total Cost Summary Forms (Weighted Value – 1,000)**

### **Tab 4 –Technical Proposal (Weighted Value – 400)**

### **Tab 5 – Additional Requirements Attachments (Non-Scored)**

- Vendor’s Statement of Qualification, Attachment “A”
- Statement of Affirmation and Intent, Attachment “B”
- Acknowledgement of Business Type, Attachment “C”
- Drug-Free Workplace Certification Form, Attachment “D”
- MWBE/LDB Participation Form, Attachment “E” (Weighted Value – 100)
- Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions, Attachment G

## **7.3 Proposal Certification Form**

Include the RFP Cover Sheet (Attachment “A”) of this RFP with an original signature of an agent authorized to bind the Vendor, title and all requested information.

## **7.4 Addenda**

The Vendor must attach the addenda to this RFP that it has received, indicating the addenda number and the date issued.

Any changes to the RFP will be issued as an addendum and transmitted electronically as stated herein.

## **7.5 Table of Contents**

The table of contents shall clearly identify the material by section and by page number.

## **7.6 Executive Summary (Tab 1)**

The executive summary shall summarize the contents of the technical proposal in a way that gives readers a broad understanding of the entire proposal. Vendors should provide an overview of the SIS product including screen shot illustrations of key product capability as an supporting attachment to their RFP submission.

## **7.7 Student Information System RFP Response Form (Tab 2)**

The Student Information System RFP Response Form found in Appendix A shall be completed and included with the proposal.

## **7.8 SIS – Total Cost Summary Forms Instructions (Tab 3)**

The SIS Total Cost Summary Forms (Appendix B) must be used by the Vendor to provide the necessary pricing data for the proposal evaluation.

The cost forms must be submitted under a separately sealed envelope to comply with the evaluation procedure. The Vendor's response must contain all prices as defined on these forms. Vendors choosing to propose more than one alternative must use a separate cost form for each of the sections of their respective proposals differing from one another. Should additional forms be required they must be clearly marked as "1 of \_" to allow for appropriate evaluation.

The proposal must provide cost forms, which reflect implementation costs of all SIS components. The District is interested in a single fixed price enterprise license for operation of the proposed SIS throughout the District.

The costs must be specified separately as follows:

- Student Information System the District Hosted Total Cost Summary (Cost Form 1)
- Student Information System Installation Services (Cost Form 2)
- Student Information System Training Services (Cost Form 3)
- Required System Software (the District-wide license) (Cost Form 4)
- Required Hardware (Cost Form 5)
- Student Information System Vendor Hosted Total Cost Summary (Cost Form 6)
- Student Information System Installation Services (Cost Form 7)
- Student Information System Training Services (Cost Form 8)
- Vendor Vendor Hourly Rates (Cost Form 9)

### **7.8.1 Individual Form Instructions**

This section describes the necessary information to be provided on each required cost form.

### ***SIS Total Cost Summary (Cost Form 1)***

The Student Information System Total Cost Summary (Cost Form 1) is included as an aggregate of all detailed cost sheets. This summary sheet addresses the following components for the District:

- Student Information System Software Enterprise Licenses
- 1st Year, 2nd through 5th year, and Five-Year Software Maintenance
- Application Software Installation Services for the SIS Information Systems
- Data conversion from existing legacy systems
- Integration with the District systems
- Training costs to train the entire the District staff on the SIS
- Training costs for a Train-the-Trainer option for the SIS
- Required System Software in addition to the SIS software
- Required System Hardware
- Any additional cost (broken down) associated with the proposed solution

The Vendor must specify the total cost of the total solution on this form.

The District is expecting to purchase a packaged solution for a firm fixed cost. Any development or customization needed to produce the required functionality as specified in the RFP must be accounted for in the price the Vendor specifies for that application set component. The Installation Services Total is to be taken from the Student Information System Installation Services Form (Cost Forms 2).

### ***Student Information System Installation Services (Cost Form 2)***

Vendor-supplied Student Information System Installation Services are to be recorded on Student Information System Installation Services (Form 2). The District anticipates the following types of Installation Services to be supplied by the Vendor:

- On-site Implementation Project Management with the District Project Manager / Observers
- SIS Installation and Implementation including application tailoring/customization
- Student Information System customized report development
- Student Information System and associated systems data conversion
- H/R system staff integration for specific data elements
- Student Information System data interfaces
- Florida State Data Submission Interfaces (State Reporting)

These costs will be included in the Total Price column of the Student Information System Total Cost Summary (Cost Form 1).

### ***Student Information System Training Services (Cost Form 3)***

Vendor-supplied Student Information System Training Services are to be recorded on Student Information System Training Services (Form 3). Cost Form 3 provides the number and types of the District administrative and instructional staff that need to be trained in the new Student Information System. The Vendor

should list the length of the training (in hours) required by each course training module. The total district staff training hours will automatically produce the Total Training hours required. Vendors will then have sufficient information to determine the cost of training for each training module category. Vendors should plan for a class size of 24 participants. Please refer to Section 4.11.4 for determining the number and types of SIS training classes required. Vendors should calculate the costs for two training options; 1) Training the entire the District SIS users and 2) Train-the-Trainer model to certify the District trainers to level equivalent to the Vendor's training staff. In addition, the District may need to utilize Vendor trainers to augment its own the District trainers on the contracted hourly rate basis as described on section 8. Please include the cost for that option as well.

SIS training costs will be automatically transferred to the appropriate line of the Total Price column of the Student Information System Total Cost Summary (Cost Form 1).

#### ***Required System Software (Cost Form 4)***

Student Information System Vendors should include any additional System Software required to properly operate their proposed SIS solution by completing Cost Form 4 – Required System Software.

Provide the following cost information on required Relational Database Management System Software or Commercial Report Writers Including:

- Software license costs
- Documentation costs
- 1st year, 2nd through 5th year, and total maintenance costs
- Any additional cost (broken down) associated with the proposed solution

Required System Software costs will be automatically transferred to the appropriate line of the Total Price column of the Student Information System Total Cost Summary (Cost Form 1).

#### ***Required System Hardware (Cost Form 5)***

The Vendor must specify the total hardware configuration and costs to support the operation of the SIS for the entire the District.

It is anticipated that one or more servers will be required to meet the Student Information System performance specifications of this RFP. Vendors should provide sufficient detail so that the District can properly evaluate the hardware required for the SIS application.

The total hardware and hardware maintenance costs will be automatically transferred to the appropriate line of the Total Price column of the Student Information System Total Cost Summary (Cost Form 1).

### ***Vendor Hosted SIS Total Cost Summary (Cost Form 6)***

The Vendor Hosted Student Information System Total Cost Summary (Cost Form 6) is included as an aggregate of all detailed cost sheets. This summary sheet addresses the following components for the District:

- Vendor Hosted Student Information System Software Enterprise Licenses
- 2nd through 5th year, and Five-Year Total Software Licenses
- Application Software Installation Services for the Student Information Systems
- Data conversion services from existing legacy systems
- Integration with other the District systems
- Training costs to train the entire the District staff on the SIS
- Training costs for a Train-the-Trainer option for the SIS

The Vendor must specify the total cost of the Vendor hosted solution on this form. Cost Forms 7 and 8 services and costs should be identical to Cost Forms 2 and 3 of in the earlier Tabs for the District Hosted solution.

### ***Student Information System Installation Services (Cost Form 7)***

Vendor-supplied Student Information System Installation Services are to be recorded on Student Information System Installation Services (Form 7). the District anticipates the following types of Installation Services to be supplied by the Vendor:

- On-site Implementation Project Management with the District Project Manager
- SIS Installation and Implementation including application tailoring/customization
- Student Information System customized report development
- Student Information System and associated systems data conversion
- H/R system staff data conversion and import
- Student Information System data interfaces with other the District systems
- Florida State Data Submission Interfaces (State Reporting)

These costs will be summarized in the Total Price column of the Student Information System Total Cost Summary (Cost Form 6).

### ***Student Information System Training Services (Cost Form 8)***

Vendor-supplied Student Information System Training Services are to be recorded on Student Information System Training Services (Form 8). Cost Form 8 provides the number and types of the District administrative and instructional staff that need to be trained in the new Student Information System. The Vendor should list the length of the training (in hours) required by each course training module. The total the District staff training hours will automatically produce the Total Training hours required. Vendors will then have sufficient information to determine the cost of training for each training module category. Vendors should plan for a class size of 20 participants. Please refer to Section 4.11.4 for determining the number and types of SIS training classes required. Vendors

should calculate the costs for two training options; 1) Training the entire the District SIS users and 2) Train-the-Trainer model to certify the District trainers to a level equivalent to the Vendor's training staff. In addition, the District may need to utilize Vendor trainers to augment its own the District trainers on a contracted hourly rate described in Section 8. Please include the cost for that option as well.

SIS training costs will be automatically transferred to the appropriate line of the Total Price column of the Vendor Hosted Student Information System Total Cost Summary (Cost Form 6).

### ***Vendor Vendor Hourly Rates (Cost Form 9)***

Hourly rates for staffing are to be recorded on the Vendor Vendor Hourly Rates Form (Cost Form 5)

- Cost of "Data Conversion Specialist"
- Cost of "Application Programmer"
- Cost of "Systems Analyst"
- Cost of "Applications Training Specialist"

This cost schedule will be used if the District wants to purchase additional support services. The rates must be effective for the duration of the contract.

The District will consider outsourcing the management of the SIS database to the Vendor as well as purchasing additional days of SIS training. Please factor this into your pricing solution.

## **7.9 Technical Proposal (Tab 4)**

The technical proposal shall be organized into the Table of Contents as outlined below. **Vendors should reference Section 4 of this RFP for an explanation of the contents of each section.**

### ***Table of Contents***

- 4.1 Introduction Letter signed by an authorized agent of the Vendor with proof of authorization from the business/corporation (Introduction to the Technical Proposal)
  
- 4.2 Firm Qualifications Requirements **(Total 60 points)**
  - 4.2.1 Firm History and Background **15 points**
    - 4.2.1.1 General Information about the Vendor's organization
    - 4.2.1.2 Identification whether the firm is the prime Vendor or subVendor on this project
    - 4.2.1.3 Date Established
    - 4.2.1.4 Corporate Office Location
    - 4.2.1.5 Licenses & Certifications
    - Present status and projected direction of business.
    - 4.2.1.6 Documentation from the appropriate state's agency or department confirming Vendors legal entity type (i.e. sole proprietorship, partnership, limited liability partnership,

corporation, limited liability company, etc.). For non-Florida businesses submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida.

4.2.1.7 Those Vendors located within Orange County shall include a copy of their County Business Tax Receipt (formerly known as an occupational license). If a Vendor is located within Orange County, failure to have or obtain an Orange County Business Tax Receipt prior to the RFP closing date and time shall automatically render a Vendor non-responsive. **Note: Charitable organizations that qualify under Florida Statute section 205.192 are exempt from this requirement.**

4.2.1.8 Federal Identification Number of Vendor.

4.2.1.9 Ownership interests

4.2.1.10 Active Business venues (counties, states, etc.)

4.2.1.11 Present status and projected direction of business

4.2.1.12 Number of technical and service staff available to support installation, training, documentation, and maintenance efforts

4.2.1.13 Number of technical staff devoted to new product development and/or enhancements to current Student Information System projects

4.2.2 Firm Required Financial Information **15 points**

All Vendors shall supply their most recent financial statement, preferably a certified audit of the last available fiscal year, and balance sheet. Dun and Bradstreet report (if available).

4.2.3 Customer References **10 points**

Please provide at least three (3) references for their SIS with the current software fully implemented and student enrollment of 65,000 students or more. The degree of relevant experience of the Vendor with the school districts and/or political subdivisions will be a primary factor.

4.2.4 Project Team Organization Chart/Structure **10 points**

The organization chart should include the Vendor's and the **District provided resources** as defined in Table 4.1 to provide the District an understanding as to how the Vendor envisions utilizing its and the District's resources.

4.2.5 Project Team Staffing **10 points**

The Vendor must define the roles and responsibilities of each of its assigned staff. In addition, please provide complete resumes of each staff member. Resumes should include work history related to SIS installation assignments. In addition, the Vendor should discuss the roles and responsibilities of the District provided resources.

4.3 Project Management Approach Requirements **(Total 50 points)**

Approach and Methodology – The Vendor's approach and methodology of how the services herein addressed will be provided.



- 4.3.1 Project Workplan **15 points**
  - 4.3.1.1 the District Expectations
- 4.3.2 Workplan Management Approach **5 points**
- 4.3.3 Risk Management Approach **5 points**
- 4.3.4 Change Management Approach **5 points**
- 4.3.5 Issues Management Approach **5 points**
- 4.3.6 Quality Management Approach **5 points**
- 4.3.7 Knowledge Transfer Approach **5 points**
- 4.3.8 Communications Plan **5 points**
  
- 4.4 Proposed Technical Environment **(Total 40 points)**
  - 4.4.1 Network Infrastructure **10 points**
  - 4.4.2 System Infrastructure **10 points**
  - 4.4.3 Database **10 points**
  - 4.4.4 Software **10 points**
  
- 4.5 Proposed Solution Approach **(Total 40 points)**
  - 4.5.1 Approach to Meeting SIS Requirements **10 points**
  - 4.5.2 Approach to Interfacing with other District Mission-critical Applications **10 points**
  - 4.5.3 Approach to District and Florida DOE State Reporting **20 points**
  
- 4.6 Proposed Approach to Enhancements and Customizations **(Total 20 points)**
  - 4.6.1 Software Customizations for the School Board of Orange County, Florida **10 points**
  - 4.6.2 Software Gap Analysis **10 points**
  
- 4.7 Testing Strategy **(Total 20 points)**
  - 4.7.1 Approach and Description of Testing Strategy **10 points**
  - 4.7.2 Approach to Testing Documentation **5 points**
  - 4.7.3 Approach to Using Testing Tools **5 points**
  
- 4.8 SIS Data Conversion Strategy **(Total 50 points)**
  - 4.8.1 System Conversion Critical Success Factors **10 points**
  - 4.8.2 Approach to Data Conversion **10 points**
  - 4.8.3 Overview of the Data Conversion Process **20 points**
  - 4.8.4 Approach to Conversion Documentation **10 points**
  
- 4.9 SIS Software Support and Maintenance Program **(Total 40 points)**
  - 4.9.1 Warranty **10 points**
  - 4.9.2 Ongoing SIS Software Maintenance Program **10 points**
  - 4.9.3 Ongoing Program for SIS Product Enhancement **10 points**
  - 4.9.4 Customer Call Center (Helpdesk) Management **10 points**

- 4.10 Security Strategy **(Total 20 points)**
  - 4.10.1 Security Architecture **10 points**
  - 4.10.2 Managing Security **10 points**
  
- 4.11 Training Approach **(Total 60 points)**
  - 4.11.1 Training Philosophy **5 points**
  - 4.11.2 Training Methodology **5 points**
  - 4.11.3 Development of a Training Plan **10 points**
  - 4.11.4 Vendor SIS Curriculum and Training Modules **15 points**
  - 4.11.5 Vendor SIS Training Options **15 points**
  - 4.11.6 Samples of Training Curriculum **10 points**

### **7.9.1 Attachments**

Should any form not have sufficient space, Vendors may add attachments in the same format provided herein. Notwithstanding any omissions or unspecified items in this RFP, the Vendor is required to include all software and other components necessary for the successful implementation and operation of the entire District, including auxiliary functions and entities. It is incumbent upon the Vendor to point out any such omissions or unspecified items and to include their costs, if any, on the appropriate cost forms. An attachment to that cost form, describing the items, must accompany the Vendor's response.

## **8. TERMS AND CONDITIONS**

### **CONTRACT**

A contract will be negotiated and executed, after award, for any work to be performed as a result of this RFP. The RFP, the Proposal, negotiated terms, and the contract will constitute the complete contract between Vendor and the District. If Vendor requires an additional contract, then Vendor should include their sample contract as an attachment to the Proposal submitted for review.

### **ASSIGNMENT OF CONTRACT AND/OR PAYMENT**

The contract awarded as a result of this RFP ("Contract") will be personal to the parties to the contract and may not be assigned, in whole or in part, by the Vendor without prior written consent of the District.

The Vendor shall not assign payments under the Contract or contract without the prior written consent of the District.

### **CANCELLATION OF AWARD/TERMINATION**

In the event any of the provisions of this RFP are violated by the Vendor(s), the Superintendent or designee will give written notice to the Vendor(s) stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the District for immediate cancellation. Upon cancellation hereunder, the District may pursue any and all legal remedies as provided herein and by law.

The District, reserves the right to terminate any contract resulting from this RFP, at any time and for any reason, upon giving 30 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. The District will be required to pay to the Vendor(s) only that amount of the Contract actually performed to the date of termination. Access to any and all work papers will be provided to the District after the termination of the contract.

### **CONFLICT OF INTEREST**

All Vendors must disclose the name of any officer, director, or agent who is also an employee of the District. All Vendors must disclose the name of any District employee who owns, directly or indirectly, any interest in the Vendors' business or any of its branches.

### **CONTRACT TERM AND RENEWAL**

Vendor(s) shall serve at the pleasure of the District. Pricing, terms and conditions of the Contract will remain for a period of six (6) years from date of award. This stipulation shall be subject to a thirty (30) day written notice of cancellation by either party. The successful Vendor agrees to this condition by signing its proposal.

The Contract may be renewable under the same terms and conditions as the original contract for five (5) additional one year periods based upon funding availability and by mutual written consent of both parties. Vendor understands that any rate increases must be requested in writing with supporting documentation, approved by the District, and shall not exceed the average CPI for the first three years of the Contract

### **DEBRIEFING**

A debriefing may be held after contract award at the request of any Vendor for the purpose of receiving specific information concerning the evaluation. The discussion will be based primarily on the technical and business and cost evaluations of the Vendor's proposal. A debriefing is not the forum to challenge the RFP specifications or requirements.

**DEFAULT**

In the event that the awarded Vendor(s) should breach this RFP or the Contract the District reserves the right to seek remedies in law and/or in equity.

**DRUG-FREE WORKPLACE**

If applicable, provide a statement concerning the Vendor's status as a Drug-Free Work Place. (Attachment D) Proposals received which are equal with respect to price, quality, and service and that have provided proper certification that a business has implemented a drug-free workplace program, shall be given preference in the award process.

**FALSE OR MISLEADING STATEMENTS**

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Vendor, may be rejected. If in the opinion of the District such information was intended to mislead the District in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of the RFP, it will be the basis for rejection of the proposal.

**INDEMNIFICATION / HOLD HARMLESS CONTRACT**

Successful Vendors shall, in addition to any other obligation to indemnify the District and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the District, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Vendor, sub-Vendor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or Violation of law, statute, ordinance, governmental administration order, rule or regulation by Vendor in the performance of the work; or Liens, claims or actions made by the Vendor or any sub-Vendor or other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the Vendor of any sub-Vendor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by the District to enforce this RFP or the Contract shall be borne by the Vendor and venue shall be in Orange County.

**INSURANCE REQUIREMENTS**

Vendor shall obtain and maintain in full force and effect throughout the initial Term and any Renewal Term, with a reputable insurance carrier qualified to do business in the state or states in which the Premises are located and having a rating of not less than "A" from A.M. Best & Company. Insurance coverage shall consist of the following General Liability Insurance in amounts of not less than Two Million Dollars (\$2,000,000) for injury to any one person and Two Million Dollars (\$2,000,000) for property damage. All policies of insurance shall be written on a per occurrence basis. All such insurance policies shall, to the extent permitted under applicable law, provide that (a) the policies shall not be cancelled nor shall any material change be made therein without at least ten (10) days prior written notice to the District and (b) the District is to be named as an additional insured party with respect to Vendor activities.

Public Liability and Property Damage Insurance: The Vendor shall take out and maintain during the life of the Contract such liability and property damage insurance, including automotive equipment as shall protect him and any sub-Vendor performing work covered by the Contract, from claims or

damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the Contract whether such operations be by himself or by any sub-Vendor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

Public Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) for bodily injuries, including wrongful death to any one person, and subject to the same limit for each person, in an amount not less than One Million Dollars (\$1,000,000.00) on account of all accidents.

Property Damage Insurance shall be in an amount not less than One Million Dollars (\$1,000,000) for damages on account of any one accident and in an amount not less than One Million Dollars (\$1,000,000.00) for damages on account of all accidents. Automobile property damage shall be not less than One Million Dollars (\$1,000,000). The limits specified herein are minimum limits.

The above policies for Public Liability and Property Damage Insurance must be so written as to include Contingent Liability and Contingent Property Damage Insurance to protect the District against claims arising from the operation of sub-Vendors.

Worker's Compensation Insurance: The Vendor shall maintain during the life of the Contract, Worker's Compensation Insurance in accordance with Florida Statute 440. Vendors shall require all sub-Vendors to maintain such insurance during the life of the Contract.

Employer's Liability Insurance: The Vendor shall maintain during the life of the Contract, Employer's Liability Insurance shall be in the amounts not less than Five Hundred Thousand Dollars (\$500,000) each accident for bodily injury by accident, Five Hundred Thousand Dollars (\$500,000) each employee for bodily injury by disease, and Five Hundred Thousand Dollars (\$500,000) policy limit for bodily injury by disease.

Automobile Liability Insurance: Automobile Liability Insurance shall be maintained during the life of the Contract, by Vendor as to ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit each accident for bodily injury & property damage liability.

Professional Liability Insurance: The Vendor shall maintain during the life of the Contract, Professional Liability Insurance for Errors & Omissions \$1,000,000.00.

#### **JOINT PROPOSALS**

A joint proposal (2 or more Vendors proposing jointly on a single proposal) may be submitted. If a joint venture each participating Vendor must sign the joint proposal. If the Contract is awarded to joint Vendors, it shall be one indivisible contract. Each joint Vendor will be jointly and severally responsible for the performance of the entire contract, and the joint Vendors must designate, in writing, one individual having authority to represent them in all matters relating to the contract. the District assumes no responsibility or obligation for the division of orders or purchases among the joint Vendors.

#### **LEGAL REQUIREMENTS**

It shall be the responsibility of the Vendor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Vendor(s) will in no way be a cause for relief from responsibility. Vendor(s) doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

**LOBBYING**

Selection SIS Software Selection Task Force members, the District members and the District personnel (except the Purchasing and Contracting Representative) are not to be contacted prior to the District's decision to approve or reject the final recommendation presented to it by the Superintendent. At the discretion of the District, failure to comply with this requirement will be grounds for disqualification.

Specifically, this **NO-CONTACT PERIOD** shall commence on the initial date of the advertisement for Request for Proposal and continue through and include the date the District makes its determination to approve or reject the final recommendations.

Failure to meet any of these requirements may disqualify the Vendor from consideration.

**MWBE/LDB PARTICIPATION PLAN**

The District encourages minority participation. The Board assures that the District and private companies doing business with the District do not discriminate on the District projects in the award of contracts for construction projects, procurement of goods and services, and professional services on the basis of race, color, sex or national origin. Please refer to Appendix I for additional information.

**OTHER GOVERNMENTAL AGENCIES**

The intent of this RFP is to obtain proposals to furnish the product(s) / service(s) specified herein to the District. Other districts, governmental agencies or entities may purchase from this solicitation if permitted by the District. Said product(s)/service(s) are to be furnished in accordance with the Contract resulting from this RFP.

**PATENTS AND ROYALTIES**

The Vendor, without exception shall indemnify and save harmless the District and its employees from liability of any nature or kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the District. If the Vendor uses any design, device, or materials covered by trademarks, patent or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work, product and/or service provided under the Contract.

In addition, the District shall maintain all rights to the written documentation, electronic media and other materials provided by the Vendor in response to this proposal.

**PERMITS AND LICENSES**

The Vendor(s) will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the District.

**PAYMENT TERMS AND CONDITIONS**

Please state on the Proposal Price Sheet the Terms and Conditions you will accept for a payment discount. (i.e.: 2% net 30 days, upon receipt of invoice). The District shall not pay Federal Excise and State taxes on direct purchases of tangible personal property. This exemption does not apply to purchases of tangible personal property made by Vendors who use the tangible personal property in the performance of contracts for the improvement of the District-owned real property as defined in Chapter 192 of the Florida Statutes. The tax exemption number is 85-8012622264C-6.

**POSTING OF TABULATIONS/RECOMMENDATION**

RFP tabulations with recommended awards will be posted for review by interested parties on the District Website at [www.ocps.net/op/procure/Solicitations/Pages/Current.aspx](http://www.ocps.net/op/procure/Solicitations/Pages/Current.aspx) and will remain posted

for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3) b, Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. If the tabulation with the recommendation of award is not posted by said date and time, Purchasing and Contracting will endeavor to post a "Notice of Delay of Posting" to inform all Vendors of the delay and anticipated posting date and time.

Any person who is adversely affected by the terms, conditions, or specifications set forth in this Request for Proposal shall file a notice of intent to protest, in writing within 72 hours after the RFP is posted, excluding Saturdays, Sundays, and legal holidays. A formal written protest shall be filed no later than 10 days after the notice of intent to protest is filed. The formal written protest must be accompanied by a RFP protest bond in the amount of one percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000.

The Notice of Intent to Protest and formal written protest shall be filed with Nellie Nido, Director, Purchasing and Contracting, 445 W. Amelia St., Orlando, FL 32801. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a protest or failure to post the bond or other security within the time frames or in the manner described above shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

#### **PROPOSAL PREPARATION COST**

The costs of developing proposals are entirely the responsibility of the Vendor and shall not be charged in any manner to the District. This includes, but is not limited to, the direct cost of personnel assigned to prepare Vendor's response to the RFP and any out-of-pocket expenses (including, but not limited to, travel, accommodation, supplies) incurred by Vendor in preparing the response to the RFP.

#### **PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Vendor, , or sub-Vendor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Vendor list.

The Vendor(s) certifies by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or the District.

#### **PUBLIC RECORDS LAW**

All proposal documents or other materials submitted by the Vendor in response to this RFP will be open for inspection by any person and in accord with Chapter 119, Florida Statutes.

#### **REQUIREMENTS**

The District has established certain requirements with respect to proposals to be submitted by prospective Vendors. The use of "shall", "must" or "will" (except to indicate simple futurity) in the RFP indicates a requirement or condition, which must be met. the District may, at its sole discretion, waive these requirements or conditions if the conditions are determined to be not material. A deviation from a requirement is material if the deficient response is not in substantial accord with the RFP requirements, provides an advantage to one Vendor over other Vendors, or has a potentially significant effect on the delivery, quantity or quality of items proposed amount paid to the Vendor, or for the cost to the District. Material deviations cannot be waived.

## **WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS**

Vendor may withdraw its Proposal prior to RFP Proposal submission due date and time specified in Section 7.1 by submitting an email notification of its withdrawal by the Vendor or agent, sent to the Procurement Official stated in Section 1.2. Thereafter, the Vendor may submit a new proposal prior to such proposal submission time specified in Section 7.1. Modification offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the designated time for receipt.

## **SELECTED TERMS AND CONDITIONS FROM THE MASTER SOFTWARE AND SERVICES CONTRACT**

### **8.1 Definitions**

As used in this RFP, the following terms have the following meanings:

**“Acceptance Test”** means the conduct of the series of tests and protocols specified in the Project Documents for a particular Deliverable, the successful completion of which signify the successful delivery of such Deliverable. In the case of a documentary Deliverable, the Acceptance Test for such Deliverable shall mean the review and approval by the District of such documentary Deliverable and certification that such Deliverable complies in all material respects with the requirements for such documentary Deliverable.

**“Affiliate”** means any entity controlled by, controlling, or under common control with, a party, where “control” means the possession of the power, directly or indirectly, to direct the management and policies of a party whether through the ownership of voting securities, contract or otherwise.

**“Acquired Technology”** means software (including object code, source code, and Documentation (including, without limitation, Source Code Documentation)), hardware, firmware, or the combination of any of the foregoing in a computer system developed for the District under the awarded contract as a result of this RFP, and modifications of Vendor Software, other than Minor Modifications, developed for the District under the awarded contract as a result of this RFP.

**“Business Day”** means a day in which general business operations of the District are conducted, whether or not schools are open, but shall not include any day in which the general business offices of the District are closed. All other references to “days” refer to calendar days.

**“Vendor Elements”** means toolkits, compilers, and other basic components of Acquired Technology as to which the parties agree that Vendor or a third party shall retain ownership or that are nonproprietary in nature and available through the public domain.

**“Vendor Software”** means software, including, without limitation, Acquired Technology, and Documentation for such software over which Vendor or a third party is to retain ownership, or that are non-proprietary in nature and available through the public domain.

**“Change Order”** shall mean a modification or clarification of the project documents that is duly adopted by the pParties in accordance with the Scope Management Process as will be set forth in the Contract.

**“Change Request”** shall mean a request by a Party for a Change Order made in accordance with the Scope Management Process.



**“Confidential Information”** shall mean and include (1) student records and reports that are confidential and exempt from disclosure under Federal and FL Statutes, (2) the District employee personnel files that are confidential and exempt from disclosure under FL Statutes, and (3) any other information, record, or document that is confidential or subject to privacy protection as otherwise provided by law, including but not limited to the District's and Vendor's Proprietary Information.

**“Commencement Date”** shall mean contract signing date.

**“Critical Deliverable”** shall mean a Deliverable, the acceptance of which is necessary for the release of any significant component of Software into Production, as more specifically identified in the Project Documents as set forth in the Contract.

**“Critical Task”** means any task identified in the scope of work for the Contract as critical and required to be performed by a specified date.

**“Development Services”** means software development services provided by Vendor to the District, the scope of which shall be set forth in the Contract.

**“Documentation”** means all operator guides, operating procedures (including any special year-end procedures), user manuals, training aides, installation guides, functional and detailed specifications and other technical documents with respect to a System Deliverable or any portion or component thereof

**“Final Deliverable”** means all the physical items, end products and / or measurable results which may consist of hardware, software, services, processes, documents or any combination as specified in any and all parts of the District's RFP1305112 including any document or contract associated with the Student Information System project.

**“Initial acceptance”** means the successful completion and approval of Pre-Service Testing / Acceptance testing as specified in Section 4.7 and based on Performance Standards specified in Section 3.2.

**“Minor Modifications”** means bug fixes and other nonmaterial revisions of the Vendor Software that the District has not funded.

**“Non-Appropriation”**(as defined in Section 1.3 Availability of Funds)  
means if the current year budget and/or any subsequent years covered under the Contract issued pursuant to this RFP does not appropriate sufficient funds for the program, the Contract shall be of no further force and effect. In this event, the District shall have no liability to pay any funds to the Vendor or furnish any other considerations under the Contract, and the Vendor shall not be obligated to perform any provisions of the Contract.

**“Object Code”** means the form of a computer program that may be loaded for execution without intervening process other than the use of a program loader, linkage editor, or similar computer program.

**“Project Documents”** shall mean the provisions relating to processes for the modification or amendment of the Statement of Work and/or the pricing relating thereto, as the same are set forth in Appendix F attached hereto.

**“Project Plan”** means the Project Plan to be developed by the Parties pursuant to the Statement of Work outlining the schedule for performing the Services and Deliverables under the Contract.

**“Requirements Services”** means consulting services provided by a Vendor to assist the District in defining its computer and other technology requirements, the scope of which is set forth in the Contract.

**“Project Documents”** shall mean the Statement of Work, the Pricing Schedule, the Specifications, together with any supporting charts, schedules, or documents specified in those documents or any Change Order approved by the parties.

**“Services”** means, collectively, the Development Services, Requirements Services, Support Services, and Training including, but not limited to, accurate and complete data conversion from the existing system, report development, and generation of forms and invoices.

**“Services Deliverable”** means any Requirements Services, Support Services, or Training to be provided by Vendor.

**“Source Code”** means a human-readable form of computer programming code that can be modified, compiled, and executed, and all related Source Code Documentation.

**“Statement of Work”** means the statement of work attached to the Master Software and Services Contract as Exhibit E.

**“Support Services”** means computer software or hardware maintenance and support services, and support services, for any System Deliverables, or any combination of the foregoing types of maintenance and support services provided by Vendor to the District, the scope of which is set forth in the Contract.

**“System Deliverable”** means any Acquired Technology and Vendor Software, including Minor Modifications, to be delivered or provided by Vendor to the District under this Contract and may include, without limitation, software source and object code, conversion data, equipment, firmware, microcode, designs, reports, studies, and Documentation.

**“Training”** means training provided by Vendor personnel to the District’s employees and Vendors in the operation technology and technology systems developed for or otherwise provided to the District by Vendor.

## **8.2 Products and Services to be provided by Vendor**

### **8.2.1 General Scope**

Vendor shall provide to the District, on the terms and conditions set forth in this Contract, all products and services required for the development, installation, and maintenance of the SIS as defined in the RFP1305112, Student Information System, other than the provision of hardware and Third Party Software expressly excluded under the terms of this Contract and the responsibilities expressly reserved to the District as set forth in the Statement of Work. Without limiting the generality of the foregoing, Vendor shall provide all those Services and Deliverables as are set forth in the Statement of Work.

### **8.2.2 Option to Add Schools and Students**

The Contract will call for the number of schools and students defined in the District as of, October 2013. During the term of the Contract, the District may construct, expand, or take responsibility for Additional Schools and Students and Vendor will provide the appropriate services at no additional cost. the District

may elect separately for each Additional School to receive Training Services for such Additional Schools. the District's election to receive Services for additional schools shall not be treated as a Change Request (or Change Order) and not subject to the Scope Management Process.

### **8.2.3 Order of Precedence**

The Contract, the Exhibits and Attachments to the Contract, the RFP and the RFP Addenda, the Proposal, and the Proposal Addenda are to be interpreted so that all of the provisions are given as full effect as possible. In the event of a conflict between these documents, the order of precedence shall be: first, the Contract; second, any Exhibit or other attachment to the Contract; third, the RFP Addenda; fourth, the RFP; fifth, the Proposal Addenda, and sixth, the Proposal. Notwithstanding the foregoing, nothing contained in the RFP, RFP Addenda, Proposal or Proposal Addenda shall be deemed to affect the Pricing Schedule or the "not to exceed" price (and shall in no event exceed any component of the price as shown on the Pricing Schedule) for the Services and Deliverable to be provided under the Pricing Schedule of the Contract.

### **8.2.4 Software Maintenance Services**

During the term of the Contract, Vendor shall provide all services required by the District to maintain and upgrade the SIS Software as set forth in the Vendor Software Maintenance Contract that will be negotiated by the District and the selected Vendor. Nothing herein shall be deemed to obligate the District to purchase maintenance services beyond the term of the Contract.

### **8.2.5 Adoption of Updates, etc.**

In creating and delivering the Maintenance Materials, Vendor shall use its best efforts to avoid the need of the District to upgrade any Platform Software.

### **8.2.6 Delivery of Source Code and Documentation**

In connection with the delivery of each component of Licensed Software for which Vendor has granted or is obligated to grant rights to the District with respect to Source Code, Vendor shall at the same time deliver Source Code in standard machine-readable formats sufficient to generate the Object Code of the Licensed Software or component thereof being delivered, together with all Documentation of such Source Code. Source code will be distributed at no cost via downloading from the secure Vendor website.

### **8.2.7 Electronic Delivery**

All Deliverables of Licensed Software and Documentation required or permitted under the terms of the Contract shall be delivered from a point of transmission outside of facilities owned or operated by the District by electronic transmission via common telecommunications carrier or the public Internet to and for storage within computing hardware and electronic storage devices owned or under the control of the District.

### **8.2.8 Standard of Care**

Vendor shall perform all Services in accordance with best practices in the development of computer software.

### **8.2.9 Acceptance of Deliverables; No Waiver**

Delivery of a Deliverable shall not be deemed complete unless and until the Deliverable shall have successfully completed the Acceptance Tests specified for such Deliverable. In the event that a Deliverable shall not satisfy the requirements of the applicable Acceptance Test, Vendor shall promptly correct and/or revise the Deliverable such that the Deliverable shall satisfy the requirements of the specified Acceptance Test and shall continue to correct and/or revise the Deliverable until such time as the Acceptance Test for such Deliverable shall have been completed successfully to the District's approval. No failure to object or inaction on the part of the District shall be deemed an acceptance of any Deliverable under the Contract, nor to delay or waive the due date for any Critical Deliverable, except that the District's use of the Deliverable in Production shall be deemed its acceptance. In the event the District fails to meet its obligations for timely review of Deliverables, Vendor may notify the District in writing and, if ten business days pass without the District acceptance or rejection, Vendor may elect to invoke the Issue Resolution Process. Upon the invocation by Vendor of the Issue Resolution Process, the due date for any subsequent Deliverable that is dependent on the Deliverable for which the District review is not yet complete shall be extended by the amount of time by which such delay by the District reasonably delays Vendor's ability to deliver such subsequent Deliverable. In the event that Vendor cannot reasonably reallocate personnel on a temporary basis who are idled by such a delay by the District, Vendor shall be entitled to reimbursement for its reasonable costs as determined by the District of such personnel during the period they are idle.

### **8.2.10 Third-Party Software Procurement**

the District may elect to purchase licenses to one or more items of Third Party Software products itemized in the Pricing Schedule that will be included in the Contract, by issuing a purchase order for the same to Vendor. Vendor shall thereafter arrange for the delivery of the same to the District, by electronic means to the maximum extent made possible by the licensor of such Third Party Software. In such event, the District shall pay the price for such items in accordance with the price, formula or method set forth in the Pricing Schedule. Provided that license rights for such Third Party Software shall run directly to the District from its respective licensor, the District's rights with respect to such Third Party Software shall be solely those rights (including rights to install, use and make derivative works) conveyed under the respective licensor's license contracts. In the event that Vendor acts as a sub-licensor to the District of such Third Party Software, Vendor shall assign to the District or otherwise assure to the District that the District has all rights to such software as it would have under the licensor's prevailing direct end user license contracts. Vendor shall arrange for the District to contract with the licensor of such software for customary maintenance and update services.

### **8.2.11 No Obligation of the District**

Nothing herein, however, shall require the District to purchase any Third Party Software other than Licensed Software from Vendor and the District shall be free in its sole discretion to select any Vendor it so chooses for such purchases.

### **8.2.12 Documentation Standards**

In connection with the delivery to the District of each installment, component or version of the Licensed Software or Maintenance Materials, Vendor shall provide all Documentation reasonably required for the configuration, installation, testing, maintenance, and operation of such installment, component, or version, as required by the Statement of Work. Technical Documentation shall be in most cases in the form of electronic tutorials and written in a manner sufficient to enable a software engineer or programmer ordinarily skilled in the art and in the use of the Platform Software to maintain such software with commercially reasonable effort, to make reasonable modifications and enhancements for maintenance of existing functionality, and to aid in isolating and correcting design or functional errors in the Licensed Software. Documentation of user instructions shall be in accordance with best industry practices for similar software. All user documentation will be made available in online format. Acceptance testing shall include review of associated Documentation for compliance with these standards.

### **8.2.13 Changes in Scope of Services**

- A. the District may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Vendor that the scope of the project or of the Vendor's services has been changed, requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment to the Contract signed by the District Representative, the District's Director of Purchasing, and the Vendor.
- B. If the Vendor believes that any particular work is not within the scope of services of the Contract, is a material change, or will otherwise require more compensation to the Vendor, the Vendor must immediately notify the District's Representative in writing of this belief. If the District's Representative believes that the particular work is within the scope of the Contract as written, the Vendor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope. The Vendor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
- C. The District reserves the right to negotiate with the awarded Vendor(s) without completing the competitive RFP process for materials, products, and/or services similar in nature to those specified within this RFP for which requirements were not known when the RFP was released.

#### **8.2.14 Modifications Due to Public Welfare or Change in Law**

The District shall have the power to make changes in the contract as the result of changes in law and/or rules of the District to impose new rules and regulations on the Vendor under the contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. the District shall give the Vendor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the Vendor. In the event any future change in Federal, State or County law or rules of the District materially alters the obligations of the Vendor, or the benefits to the District, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the Vendor, then the Vendor or the District shall be entitled to an adjustment in the rates and charges established under the Contract. Nothing contained in the Contract shall require any party to perform any act or function contrary to law. the District and Vendor agree to enter into good faith negotiations regarding modifications to the Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Contract, the District and the Vendor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Vendor directly and demonstrably due to any modification in the Contract under this clause.

### **8.3 Intellectual Property Rights and Confidential Information**

#### **8.3.1 Object Code License**

Vendor grants to the District a perpetual, non-exclusive, non-transferable, non-refundable royalty-free right and license to install and use the Object Code of all Licensed Software on any, some or all computing devices used by or for the benefit of the District in connection with the operation of the District, effective on delivery of each component or installment thereof, subject only to payment therefore as provided in this Contract and the Pricing Schedule. The right granted by this paragraph shall extend to the right of Vendors to the District, other government agencies, students, parents, health care providers, and other End Users who have a reasonable need to avail themselves of the services provided by the SIS for the sole purpose of conducting the District business, to use the Licensed Software by remote or local access, and to install and use any applets or plug-ins that are part of the Licensed Software and are provided for the purpose of using or facilitating the use of the Licensed Software or any portion thereof on a remote or client basis. the District shall not sublicense any rights granted to the District under the Contract.

#### **8.3.2 Rights to Source Code**

If Vendor, , shall cease to be in the software business, or cease to support the submitted application, or if Vendor should be declared bankrupt or insolvent by a court of competent jurisdiction, the District shall have the right to obtain, for its own and sole use only, a single copy of Then current version of the source program of the object programs supplied under this contract, and single copy of

the documentation associated therewith, upon payment to the person in control of the source program the reasonable cost of making each copy. Each source program supplied to the District shall be subject to each and every restriction on use set forth in the request for proposal. It is the District's preference that source code is delivered to the District upon software installation and upon each and every enhancement delivered to the District. Vendors must stipulate their policy regarding source code.

The ability of the District to access its data, even following a major default or any interruption in the business of the Vendor or interruption of its delivery of service, is of crucial importance to the School the District. Therefore, the Vendor shall identify the means by which it will offer and accomplish the following:

- a. Source code, manuals, and documentation relating to the software proposed shall be provided to the District on a periodic basis, commencing with all source code and documentation for the system as of the date of the Contract, and shall be updated at least every four months thereafter.
- b. The Vendor must identify any restrictions and limitations on the use of the source code, including any updates thereto, and documentation. An escrow arrangement will be required, there must be means of verifying the delivery into escrow and confirmation that the escrow agent will be reasonably suitable and approved to the reasonable satisfaction of the District.
- c. The District will not use the source code and documentation unless the Vendor is unable, or refuses, to provide or allow access to the data on the system platform. The Proposal must include reasonable means by which the District will take the source code and documentation, updated at least every four months, out of escrow (if an escrow is required)."

### **8.3.3 Documentation License**

Upon delivery to the District of Documentation other than documentation of Third Party Software, Vendor grants to the District a non-exclusive, perpetual, royalty-free right and license to copy, make derivative works, distribute and display such Documentation to authorized users of the SIS. In the case of Documentation containing Proprietary Information of Vendor, the distribution of copies of such Documentation shall be limited to Persons with a reasonable need to know such Proprietary Information in connection with their activities for the District who are bound by obligations of confidentiality at least as strict as the obligations of confidentiality of the District to Vendor with respect to the particular materials being delivered or proposed to be delivered.

### **8.3.4 Software Acquired from Third Parties**

Vendor will represent in the Propopal that it does not hold any third party source code.

### **8.3.5 Disclosure of Proposal Content**

All material submitted becomes the property of the District and may be returned only at the District's option. The District has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any RFP Submittal does not affect this right.

### **8.3.6 Security and Confidentiality**

The successful Vendor shall comply fully with all security procedures of the District in performance of the Contract. The successful Vendor or its agents, distributors, resellers, subVendors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the District. The successful Vendor shall not be required to keep confidential information or material that is publicly available through no fault of the successful Vendor, material that the successful Vendor developed independently without relying on the District's confidential information or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the successful Vendor shall take appropriate steps as to its personnel, agents, and subVendors. The warranties of this paragraph shall survive the Contract.

### **8.3.7 Rights in Data**

the District is and will remain the owner of all data provided to Vendor by the District pursuant to the Contract. Vendor will not use such data for any purpose other than providing Services and support to customer under the Contract, nor will any part of such data be sold, assigned, leased or otherwise disclosed to third parties (other than authorized subVendors for purposes of performance of the Services) or commercially exploited by or on behalf of Vendor. Vendor will not possess or assert any lien or other right against such data. the District agrees not to provide or otherwise make the Licensed Software available in any form to any person, except in strict conformity with the licenses expressly granted under the Contract.

## **8.4 Warranties**

Vendor represents, warrants, and covenants to the District as follows:

### **8.4.1 Performance of Deliverables and Licensed Software**

For a period of one (1) year from the Project Completion each Deliverable and all Licensed Software shall perform in accordance with all Specifications, Documentation, and any other criteria set forth herein in the computer hardware and/or software environments set forth herein.

### **8.4.2 Software Limitations**

At the time of installation, no software comprising a Deliverable or licensed software hereunder shall contain any virus, "Trojan horse," timer, clock, counter, or other limiting design, instruction, or routine that would erase data or



programming or cause the software or any hardware or computer system to become inoperable or otherwise incapable of being used in the full manner for which it was designed and created (a "Software Limitation"). Vendor shall not include any such Software Limitation in any Maintenance Materials provided to the District. Vendor also shall use all reasonable practices and security procedures necessary to avoid insertion of Software Limitations prior to installation of any Deliverable. Any Deliverable shall operate compatibly with major commercially available virus protection programs that the District may use. Further, no Software Limitation shall be triggered by: (i) any Deliverable being used or copied a certain number of times, or after the lapse of a certain period of time; (ii) any Deliverable being installed on or moved to a central processing unit or system that has a serial number, model number, or other identification different from the central processing unit or system on which such Deliverable or licensed software originally was installed; or (iii) the occurrence or lapse of any similar triggering factor or event.

#### **8.4.3 Accuracy of Documentation**

All Documentation shall be complete and describe the applicable Deliverable and components thereof accurately so as to enable a staff consisting of a reasonable number of information systems professionals with ordinary skills and experience to utilize the Deliverable for the purposes for which it is being acquired by or intended for use by the District. All Source Code Documentation shall describe the Source Code and all components thereof accurately so as to enable computer programmers of ordinary skill and experience who are knowledgeable of the subject matter to utilize the source code to understand, support, modify, and otherwise use the software to which it relates.

#### **8.4.4 Non-infringement**

No Deliverable shall violate or infringe upon the rights of any third party, including, without limitation, any patent rights, copyright rights, trademark rights, trade secret rights, or other proprietary rights of any kind. Lawful use by the District Rights of the SIS Software in accordance with the Specifications does not require the District to secure rights to use Platform Software or other Third Party Software (whether acquired through Vendor or through or from others) except for those specific items identified in the Statement of Work in the quantities and/or for the categories of users set forth in the Statement of Work.

#### **8.4.5 Authority**

Vendor has full power and authority to enter into the Contract and to perform thereunder, and such entry and performance do not and shall make diligent effort including investigation and review to ensure any rights of any third party are not violated.

#### **8.4.6 No Claims**

There is no action, suit, proceeding, or material claim or investigation pending or threatened against Vendor in any court, or by or before any federal, state, municipal, or other governmental department, commission, board, bureau, the District, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, might adversely affect any Deliverable or

restrict Vendor' ability to complete the transactions contemplated by the Contract, or restrict the District's right to use any Deliverable. Vendor knows of no basis for any such action, suit, claim, investigation, or proceeding.

#### **8.4.7 Third-Party Warranties**

Vendor has the right to assign and transfer to the District all of Vendor' rights under any and all warranties received from the supplier (other than Vendor) of any component of any Deliverable, and has the right to assign or transfer to the District such supplier's warranties.

#### **8.4.8 Title**

Vendor has full title and right to license and deliver to the District, all Deliverables, including without limitation software owned by Vendor and Third Party Software (other than the District Supplied Software).

#### **8.4.9 Disclaimer**

The foregoing warranties, together with any other warranties set forth in the Contract, are in lieu of all other warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

#### **8.4.10 Assignment of Warranties**

If under the Contract, Vendor procures goods or services for the District; Vendor shall assign or otherwise transfer to the District, or afford the District the benefits of, any manufacturer, licensor, or other provider's warranty for such goods and/or services.

### **8.5 Other Obligations of Vendor; Insurance, Indemnities**

#### **8.5.1 Compliance with Laws and Regulations**

The Vendor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Vendor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. Vendor shall protect and indemnify the District and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Vendor, its representatives, subVendors, , professional associates, agents, servants, or employees. Additionally, Vendor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to the Contract from the Federal Government, State of Florida, Orange County, or municipalities when legally required and maintain same in full force and effect during the term of the contract.

### **8.5.2 Contract/Vendor Relationship**

The District reserves the right to award one or more contracts to provide the required services as deemed to be in the best interest of the District.

Any awarded Vendor shall provide the services required herein strictly under a contractual relationship with the District and is not, nor shall be, construed to be an agent or employee of the District. As an independent Vendor the awarded Vendor shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Vendor shall be responsible for all income tax, FICA, and any other withholdings from its employees or sub-Vendor's wages or salaries. Benefits for same shall be the responsibility of the Vendor including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk coverage, and worker's and unemployment compensation.

The independent Vendor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

The independent Vendor shall not be provided special space, facilities, or equipment by the District to perform any of the duties required by the contract nor shall the District pay for any business, travel, or training expenses or any other contract performance expenses not specifically set forth in the specifications.

Prior to commencing work the successful Vendor will be required to sign a written contract incorporating the specifications and terms of the Request for Proposal and the response thereto and any other terms and conditions required by the District. Any contract awarded as a result of this RFP shall begin on or about November 1, 2013 and continue through October 31, 2019. Renewal periods of five (1) year renewals period will be allowed at the sole option of the District and the rewarded Vendors. If the District exercises its renewal option or options, the contract, conditions, and prices shall either be the same as the original contract, conditions, and prices, or must be the most favorable price, conditions, and term then being offered for systems and services by Vendor.

The independent Vendor shall not be exclusively bound to the District and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the District.

### **8.5.3 Staffing and Management**

During the term of this Contract, Vendor shall not reassign or modify the operational authority of the management personnel listed in the Scope Management Process without the consent of the District, except (a) upon request by the District, (b) as the result of the termination by Vendor of the employment of the affected person, or (c) upon reasonable request initiated by such affected person. Vendor shall furthermore refrain from reassigning or reallocating work on the Project if a reasonably foreseeable consequence of such reassignment or

reallocation would be to require the repetition of work or delay in the completion of the delivery of any Deliverable. Notwithstanding the foregoing, upon request by the District for a change in such management personnel, Vendor shall use commercially reasonable efforts to remove and replace such individual Vendor personnel assigned to the Project in a timely fashion. All personnel provided by the Vendor are expected to be fully knowledgeable and possess expertise in the services they are providing.

#### **8.5.4 Use of Vendors**

Prior to subcontracting any portion of the Services, Vendor shall notify the District of the proposed subcontract and proposed subVendor, including without limitation any legal entity and/or any individual not in the exclusive employ of Vendor who would be involved in any manner in the Services, other than activities relating to the development of the SIS software product. The notice should provide background information with respect to the proposed subVendor that is appropriate to the nature and scope of the subVendor's activities. In the event the District objects to such subVendor, Vendor shall not use such subVendor in connection with such work. No subcontracting or other arrangement shall release Vendor from its responsibility for its obligations under the Contract. No subVendor may be engaged unless such subVendor and each of its employees providing services on the relevant engagement certifies in writing such qualifications as are required by the District for Vendors generally, and agrees in writing to guard the confidentiality of Proprietary Information of the District to the same standard of care as binds Vendor under the Contract and agrees in writing, prior to commencing work, that all work is a "work for hire" under the Copyright Laws of the United States and that in the event that such work is not eligible for treatment as such a work for hire, such subVendor presently, prospectively and irrevocably assigns any copyrights in such work to Vendor. Use of such Vendors shall also be conditioned on Vendors' compliance with any insurance requirements otherwise applicable to Vendor, except that the applicable limit shall be \$2,000,000, combined limit. The District may require delivery of reasonable evidence of compliance as a condition of consent.

#### **8.5.5 Financial Reporting; Audit and Inspection of Records**

The Vendor shall maintain such financial records and other records as may be prescribed by the District or by applicable federal and state laws, rules, and regulations. The Vendor shall retain these records for a period of five (5) years after final payment, or until they are audited by the District, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three year period for examination, transcription, and audit by the District, its designees, or other entities authorized by law.

#### **8.5.6 Use Disruption**

If a third-party intellectual property claim causes the use of any Deliverable, any Documentation, or any component or part thereof to be seriously endangered or disrupted, Vendor shall, at the option of the District, (i) replace the same without additional charge, by compatible, functionally equivalent and non-infringing product(s); (ii) modify such Deliverable, Documentation, or component or part, to avoid the claim or infringement and retain all functionality; (iii) obtain license(s)

for the District to continue use of such Deliverable, Documentation, or component or part, and pay any additional fee required for such license(s) Nothing in this section shall relieve Vendor from any obligation to deliver all material functions of the SIS as required by the Project Documents.

#### **8.5.7 Performance Bond**

The awarded Vendor shall furnish within ten (10) days of notification of award a 100% Performance Bond and 100% Payment Bond, payable to the District as security for the faithful performance of the Contract and payment of sub-Vendors and/or suppliers. Both Performance & Payment Bonds shall be equal to the Total Turnkey amount of the project. Bonds may be in the form of a bond, cashier's check or Irrevocable Letter of Credit (ILOC). The bond shall be issued by an agency authorized to do business in the State of Florida with a rating of "A" or higher, as listed in the A.M. Best & Company latest published rating. An Attorney in fact who signs a Performance Bond must file with the bond a certified copy of his/her power of attorney to assign said bond. The awarded Vendor, upon failure or refusal to furnish within ten (10) days of notification the required Performance Bond, shall pay to the District, as liquidated damages for such failure or refusal, an amount in cash equal to the Bond.

#### **8.5.8 Liquidated Damages**

In case of failure on the part of the successful Vendor to complete the work within the time(s) specified in the Contract, or within such additional time(s) as may be granted by formal action of the District or failure to prosecute the work, or any separable part thereof, with such diligence as will ensure its completion within the time(s) specified by the in the Contract or within such additional time(s) as may be granted by formal action of the District, and which the District will suffer damage, the amount of which is difficult, if not impossible to ascertain. The Vendor, if awarded the contract, shall develop a completion schedule and a project schedule establishing benchmarks. The schedules will be subject to approval by the District and will be revised as necessary by the Vendor. The requirements for the project schedule and completion schedule shall be in accordance with the requirements of the Contract, this RFP, the Proposal, and the determination by the District regarding the schedule that is necessary in order to have the system on line in accordance with the requirements of this RFP, state law, and the requirements of the Race To The Top grant. Therefore, the Vendor shall pay to the District, as liquidated damages, the sum of \$200.00 for each calendar day of delay. "Delay" is defined as each day following the assigned and scheduled substantial completion date of the project, and/or any major project benchmark specified as such in the schedule. If the date of final completion extends beyond the date specified for final completion, then the liquidated damages shall be \$100.00 for each calendar day beyond the date scheduled for final completion (assuming that substantial completion has already been achieved). If substantial completion has not been achieved, and the deadline for achieving final completion is not successfully achieved, then the liquidated damages shall be \$400.00 for each calendar day required for final completion of the work. The parties agree that the amount of actual damages that would be suffered by the District as a result of the Vendor's failure to timely complete the work

cannot be reasonably determined as of the date of the contract and that the amount of actual damages that would be suffered for delay cannot be reasonably measured as of the date the contract is entered. The parties agree that the amount of liquidated damages specified here is a reasonable approximation of the actual damages that would be suffered if the Vendor fails to achieve a scheduled major work deadline, fails to achieve substantial completion, or fails to achieve final completion. The parties agree that these liquidated damages are not a penalty and are a reasonable approximation of the actual damages that would be suffered upon a delay in completion.

#### **8.5.9 Claim Notice**

The Vendor shall immediately report in writing to the District's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Vendor agrees to cooperate with the District in promptly releasing reasonable information periodically as to the disposition of any claims, including a summary of claims experience relating to all Vendor operations at the District project site.

### **8.6 Financial Matters**

#### **8.6.1 Fixed Fee Contract**

Vendor will provide all Services, as defined in the RFP. All travel and related expenses are included in the fixed fee portion of the contract as defined in Appendix B, Cost Forms of this RFP.

#### **8.6.2 Payment on Deliverables**

For all software and Documentation Deliverables, the District shall pay to Vendor the fees and costs set forth beside the respective Deliverables on the Pricing Schedule under the Contract.

#### **8.6.3 Conditions to Payment**

Payment to Vendor of the amounts due on account of each software Deliverable and Documentation Deliverable or group thereof under the Contract shall be conditioned strictly upon satisfaction of the conditions for such payment set forth in the Pricing Schedule under the Contract and specifically upon the successful and timely completion of the Acceptance Tests specified for the particular Deliverable. The District reserves the right to determine the acceptance process which may include the approval and release of funds by school level.

#### **8.6.4 Maintenance Services**

Subject to the terms of Section 8.4.1, the District shall pay to Vendor the annual maintenance fee set forth in the Pricing Schedule or as adjusted in accordance with Section 8.2.4 above, subject to Service Level Credits as set forth in the Maintenance Services Schedule, if applicable. Maintenance Services shall be invoiced on July 1 of each applicable year and be payable in accordance with the provisions of 8.6.5 below.

### **8.6.5 Time and Manner of Payment**

#### **Payment Terms Our Payment Clause**

- A. the District will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.
- B. Pursuant to Chapter 218, Florida Statutes, the District will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within forty-five (45) days after receipt of the entire order of the commodity or service, and a properly completed invoice, whichever is later.
- C. The District has the capabilities of Electronic Fund Transfer (EFT). List discounts, if any, for payments through Electronic Funds Transfer (EFT).
- D. By submitting a Proposal to the District, the Vendor expressly agrees that if awarded a contract, the District may withhold from any payment, monies owed by the Vendor to the District for any legal obligation between the Vendor and the District.
- E. The District shall pay such invoices pursuant to the provisions of the Local Government Prompt Payment Act (Florida Statute 218.70 – 218.80).

### **8.6.6 Form of Invoicing**

Invoices shall itemize services, dates, and deliverables consistent with the terms of the Contract. Additional documentation shall be furnished by Vendor to the District's Accounts Payable Section upon request. Invoices shall be mailed to:

**The School Board of Orange County, Florida**  
Accounts Payable  
445 W. Amelia Street  
Orlando, FL 32801

### **8.6.7 Contract Modifications**

Any and all modifications to the Contract shall be mutually agreed to by both parties, in writing, in the form of a contract amendment and approved by the District and authorized representative of the Vendor.

### **8.6.8 Reduction of Scope**

The District may determine to eliminate certain features or requirements of the Services or Deliverables from the scope of the Project. In such event, the parties shall negotiate in good faith as to an equitable reduction in the applicable prices set forth in the Pricing Schedule under the Contract.

### **8.6.9 Most Favorable Customer**

Vendor agrees to treat the District as its most favored customer. Vendor represents that all of the fees and prices, warranties, benefits, and other terms

being provided to the District under the Contract will be equivalent to or better than the fees and prices, warranties, benefits, and other terms being offered by Vendor to any other customer for similar services under similar circumstances of similar size.

#### **8.6.10 Suspension of Payments**

In the event that any Critical Deliverable shall not be delivered or accepted on or before the applicable dates specified for such Critical Deliverable, all payment for Deliverables to be delivered subsequent to such delayed deliverable shall be suspended until the acceptance of all Critical Deliverables which have not been timely delivered or accepted. In no event shall the suspension of a payment under this paragraph relieve Vendor from any other date for delivery or acceptance.

#### **8.6.11 Taxes**

The District is exempt from Federal and State Tax for Tangible Personal Property. Florida State Exemption Certificate No. 85-8012500806C-9. Vendors or Vendors doing business with the District shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor shall any Vendor/Vendor be authorized to use the District's Tax Exemption Number in securing such materials.

#### **8.6.12 Allowance for Suspension or Delay Caused by the District**

The District's Authorized Representative may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interest of the District to do so. the District's Authorized Representative shall provide the successful Vendor written notice outlining the particulars of suspension, including the length of time the contract shall be suspended (i.e.: 90 days). Examples of the reason for suspension include, but are not limited to; budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the successful Vendor shall comply with the notice and shall not accept any purchase orders during the specified time of suspension. Within ninety days, or any longer period agreed to by the successful Vendor, the District's Authorized Representative shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle the Vendor/Vendor to any additional compensation.

### **8.7 Formalities; Term and Termination**

#### **8.7.1 Approval by the District**

The Contract shall be effective upon its signature by the District representative in accordance with applicable law and the District policies and procedures, with a budget encumbrance intended to fund performance through June 30, 2014. Each fiscal year of the District thereafter, it is expected that the District will consider for allocation the amount set forth in the Pricing Schedule under the Contract for the respective year of the term of the Contract ("Fiscal Allocation").



Nothing herein, however, shall be construed so as to require the District to allocate any sums on the Contract beyond the initial allocation.

### **8.7.2 Termination for Convenience**

The performance of work under the Contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the District representative shall determine that such termination is in the best interest of the District. Any such termination shall be effected by the delivery to the Vendor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, Vendor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the District shall have no other obligations to Vendor. Vendor shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

### **8.7.3 Right to Require Performance**

- A. The failure of the District at any time to require performance by the Vendor of any provision hereof shall in no way affect the right of the District thereafter to enforce same, nor shall waiver by the District of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- B. In the event of failure of the Vendor to deliver services in accordance with the contract terms and conditions, the District, after due written notice, may procure the services from other sources and hold the Vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the District may have.

### **8.7.4 Termination for Default**

The District's Contract Administrator shall notify, in writing, the Vendor of deficiencies or default in the performance of its duties under the Contract. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specifically specified to the contrary elsewhere within this solicitation. It shall be at the District's discretion whether to exercise the right to terminate. Vendor shall not be found in default for events arising due to acts of God.

### **8.7.5 Material Breach**

For the purposes of the foregoing provision "material breach" shall mean the failure of Vendor to perform any material obligation, including without limitation, the following:

Failure to Deliver a Critical Deliverable within the notice period specified for a notice of Failure to Progress.

Chronic failures to deliver Deliverables on a timely basis, without such failures being materially caused by fault of the District, a third party over which Vendor does not have the legal right to control, or an event of Force Majeure.

Breach of any warranty given pursuant to 8.4 Warranties, which breach materially affects the ability of the District to deploy and/or use the SIS.

#### **8.7.6 Payment on Termination**

In the event that the District terminates the Contract or any portion thereof prior to its expiration on any basis other than for Vendor's material breach or Failure to Progress, the District shall pay Vendor for all Deliverables Delivered prior to the effective date of termination and for partially completed Deliverables on a percentage completion basis. In the case of a termination for Failure to Progress, the District shall continue to be liable for Services not terminated, but shall not be liable for any amounts related to partial completion of Deliverables associated with the Critical Deliverable in question. In the case of a termination for material breach by Vendor, the District shall not be liable for any payments on account of Deliverables not delivered as of the effective date of such termination. In no event shall the District be liable for any future payments, lost profits, costs, or expenses of Vendor, incurred with respect to Services not actually performed.

#### **8.7.7 Transition on Termination**

In the event of a termination of the Contract, except as otherwise provided, the District shall nonetheless continue to have all rights to use and maintain for its own benefit any and all Deliverables already in Production or completed and delivered as if no termination had taken place, subject to payment for such Deliverables. The right to use the SIS Software nonetheless shall be subject to full payment of license fees as set forth in the Pricing Schedule. In the case of termination by the District for breach by Vendor or for Failure to Progress, Vendor shall provide those certain transition services identified in the Statement of Work, subject to payment at the contracted hourly rate described in Section 7.8, and shall promptly assign to the District all of Vendor's rights to use Platform Software, which rights were acquired by Vendor primarily for the ability to provide the Services to the District under this Contract, upon payment by the District of any amounts set forth in the Pricing Schedule under the Contract on account of such Platform Software. In the event of a termination for material breach or for Failure to Progress, the District may thereafter engage such Vendor or Vendors as it determines in its sole discretion to provide any of the Services not yet provided by Vendor to the District or any other services the District determines in its sole discretion to be necessary or convenient to the development, maintenance and operation of the SIS, subject to compliance with provisions of the Contract relating to the use of Vendors to service the Licensed Software.

### **8.8 Miscellaneous Provisions**

#### **8.8.1 Advertising**

The successful Vendor shall not publicly disseminate any information concerning the Contract without prior written approval from the District, including, but not limited to mentioning the Contract in a press release or other promotional

material, identifying the District, Individual Departments, the District Personnel, as a reference, or otherwise linking the Customer's name and either a description of the Contract or the name of the District, its departments, or employees, in any material published, either in print or electronically, to any entity that is not a party to the Contract, except potential or actual authorized subVendors, distributors, dealers, resellers, or service representatives.

#### **8.8.2 Solicitation of Employees**

During the term of the Contract and for a period of one (1) year thereafter, neither Party shall solicit any employee of the other to work for such Party, provided that nothing herein shall preclude a Party from hiring an employee of the other Party who has responded to general advertising or general employment programs solicitation of such Party.

#### **8.8.3 Entire Contract**

The Contract, including its Exhibits and Schedules and the documents incorporated by reference, constitutes the sole and entire understanding and contract of the parties with respect to its subject matter, and supersedes and replaces all prior contracts, representations and understanding of the parties.

#### **8.8.4 Amendment**

- A. The contents of this RFP and all provisions of the successful proposal deemed pertinent by the District may be incorporated into a contract and become legally binding. A separate contract document, other than the purchase order, will be issued; . Content of the final contract may contain changes from the District's perspective as a result of the RFP process and submittal(s) received. The final negotiated contract shall include the scope of services as outlined in Section 2.0 of the RFP along with the successful Vendor's submittal. The District contracts are subject to review by the District Attorney or designee for determination of legal form and substantive sufficiency.
- B. The District shall be responsible for only those orders placed by the District on an authorized signed Purchase Order or Price Contract. the District shall not be responsible for any order, change substitution or any other discrepancy from the Purchase Order or Price Contract. If there is any question about the authenticity of a Purchase Order, Price Contract or change order, the Vendor should promptly contact the Purchasing and Contracting Department at 407-317.3988.

#### **8.8.5 Severability**

In the event that any portion of the Contract shall be deemed unenforceable by any dispute resolution tribunal, the remainder of the Contract shall remain in full force and effect.

#### **8.8.6 Assignment**

The Vendor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract,

without the prior written consent of the District. In the event of any assignment, the Vendor remains secondarily liable for the performance of the Contract, unless the District expressly waives such secondary liability. the District may assign the Contract with prior written notice to Vendor of its intent to do so. For the purpose of this Contract, "assignment" means any voluntary, involuntary, direct or indirect assignment, sale, or other transfer by Vendor or its owner(s), of any interest in this Contract, more than ten percent (10%) of the ownership interest in Vendor, or one of a series of transfers that in the aggregate constitute the transfer of more than ten percent (10%) of the ownership interest in Vendor. The term includes, without limitation: (1) transfer of ownership of capital stock or any partnership interest; (2) merger, consolidation, or issuance of additional securities representing more than ten percent (10%) of the ownership interest in Vendor; (3) sale of common stock of Vendor pursuant to a private placement or registered public offering, which transfers more than ten percent (10%) of the ownership interest in Vendor; (4) transfer of any interest in Vendor in a divorce proceeding or otherwise by operation of law; or (5) transfer of more than ten percent (10%) of the ownership interest in Vendor in the event of the death of an owner, by will, declaration of or transfer in trust, or under the laws of intestate succession.

#### **8.8.7 Headings and Captions**

The captions and headings used in this RFP are for convenience of reading only and are not to be used in the interpretation or construction of this RFP or the Contract.

#### **8.8.8 Reasonable Behavior**

The parties shall deal with one another in good faith. Whenever the Contract requires or contemplates any action, decision, consent or approval, the parties shall act reasonably and in good faith and (unless the parties have expressly agreed in writing to some other discretionary standard) and may not unreasonably withhold or delay any such action, decision, consent or approval.

#### **8.8.9 No Third-Party Beneficiaries**

Nothing herein contained is intended to constitute any person a third party beneficiary under the Contract, or to create any obligation on the part of either party to any person who is not a party to the Contract.

### **8.9 Proprietary Information/Disclosure**

A statement by the Vendor that the entire proposal is proprietary and/or a statement that Vendor's pricing/costs are to be protected is unacceptable. Vendor will be requested to remove any such statement(s) in order to be eligible for further evaluation and award.

References may be made within the body of the proposal to proprietary information; however, all information contained within the body of the proposal not under separate cover and labeled proprietary, shall be public information in accordance with state statutes.

In the event of a records request on these proposals, at its discretion, the District may allow time for Vendor's to pursue legal relief from disclosure it deems damaging. the District will follow Florida

State law regarding Public Records and will not negotiate relief from disclosure on behalf of any Vendor.

## **8.10 Copyright/Patent Indemnity**

The Vendor shall pay all royalty and license fees relating to the items covered by the Contract. In the event any third party shall claim that the manufacture, use and sale of the goods supplied under the Contract constitute an infringement of any copyright, trademark or patent, the Vendor shall indemnify the District and hold the District harmless from any cost, expense, damage or loss incurred in any manner by the District on account of any such alleged or actual infringement.

## **8.11 Contract**

The District will prepare and negotiate a contract with the selected Vendor. After the award, the winning Vendor shall be required to enter into discussions with the District to resolve any contractual differences. Failure to resolve contractual differences may lead to cancellation of the award.

The District reserves the right to modify the Contract to be consistent with the successful offer and to negotiate with the successful Vendor other modifications, provided that no such modifications affect the evaluation criteria set forth herein, or give the successful Vendor a competitive advantage.

The Vendor shall notify the District in writing if sub-Vendors will be used. The Vendor shall list that part of the work the sub-Vendor is to furnish or perform and assume complete responsibility for such sub-Vendor's portion.

## **8.12 School Security Employees Who Have Been Convicted of Crimes Involving Children**

Vendor acknowledges and understands that the goods or services contemplated by the Contract that are delivered to or performed on school grounds, which may at various times be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the school, protect students and staff, and otherwise comply with applicable law, the Vendor (awarded Vendor) agrees to the following provisions and agrees that the failure of the Vendor to comply with any of these provisions may result in the termination of the Contract by the District:

- A. Unauthorized Aliens. the District considers the employment of unauthorized aliens by the awarded firm, or any of awarded firm's sub-contracted Firms, a violation of the Immigration and Naturalization Act. The awarded Vendor shall certify that no unauthorized aliens are working on the project site at any time. If it is determined that an unauthorized alien is working on the Project, the awarded firm shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.
- B. Possession of Firearms. Possession of firearms will not be tolerated on the District property. No person, who has a firearm in their vehicle, may park their vehicle on the District's property. Furthermore, no person may possess or bring a firearm on the District property. If any employee/independent Awarded Firm of the awarded Vendor, or any of its sub-Awarded Vendors, is found to have

brought a firearm(s) on to the District's property, said employee/independent Awarded Vendor shall be immediately removed and terminated from the project by the awarded Vendor. If sub-Awarded Vendor fails to terminate said employee/independent Awarded Vendor, the awarded Vendor shall terminate its contract with the sub-Awarded Vendor. If the awarded Vendor fails to terminate said employee/independent Awarded Vendor or fails to terminate the contract with sub-Awarded Vendor who fails to terminate said employee/independent Awarded Vendor, the District may terminate the Contract. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive devise, or any machine gun. Powder actuated construction mailers and fasteners are excluded from this definition.

- C. Criminal Acts. Employment on the project by the awarded Vendor, or any of its sub-Awarded Vendors, of any employee, or independent Awarded Vendor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the awarded Vendor agrees to take all steps necessary to remove such person from the project. the District shall have the right to terminate the Contract if the awarded Vendor does not comply with this provision.
  
- D. Possession/Use/Under the Influence of Mind Altering Substances. Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by the awarded Vendor's employee/independent Awarded Vendor or its sub-Awarded Vendors' employees/independent Awarded Vendors, will not be tolerated on the District's property. If any employee/independent Awarded Vendor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on the District's property, said employee/independent Awarded Vendor shall be removed and terminated from the project by the awarded Vendor. If a sub-Awarded Vendor fails to terminate said employee/independent Awarded Vendor, the contract with the sub-Awarded Vendor for the project shall be terminated by the awarded Vendor. If the awarded Vendor fails to terminate said employee/independent Awarded Vendor or fails to terminate the contract with the sub-Awarded Vendor who fails to terminate said employee/independent Awarded Firm, the District may terminate the Contract.
  
- E. Compliance with the Jessica Lunsford Act. Recent changes to the Florida Statutes require that all persons or entities entering into contracts with the Districts/School the Districts/Charter Schools who may have personnel who will be on school grounds when students may be present, or who will have contact with students shall comply with the level 2 screening requirements of the Statute and the District Standards. The required level 2 screening includes fingerprinting that must be conducted by the District. Any individual who fails to meet the screening requirements shall not be allowed on school grounds. Failure to comply with the screening requirements will be considered a material default of the Contract.

### **8.13 Tobacco on School Premises**

The District is a Tobacco free School District. Tobacco and tobacco products are prohibited on any of the District properties.

### **8.14 Indemnification / Hold Harmless Contract**

Successful Vendors shall, in addition to any other obligation to indemnify the District and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the the District, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Vendor, sub-Vendor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation by Vendor in the performance of the work; or liens, claims or actions made by the Vendor or any sub-Vendor or other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the Vendor of any sub-Vendor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by the District to enforce theContract shall be borne by the Vendor and venue shall be in Orange County.

### **8.15 Non-Discrimination**

The District is an equal opportunity and affirmative action employer under state and federal laws and regulations including Title IX, 1972, Education Amendments. By entering the Contract the Vendor assures the District that the Vendor complies with all federal, state, and local laws pertaining to discrimination on the basis of race, creed, color, national origin, sex, age, or physical or mental disability.

### **8.16 Debarment and Suspension**

Vendor certifies by submission of a Proposal that to the best of their knowledge/belief that neither Vendor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental, department, State agencies or school districts. Further, Vendor certifies that they are not presently indicted for or have not within a three year period preceding this RFP been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract.

If a Vendor is unable to certify such information the Vendor shall submit an explanation of why it cannot provide the certification. Such information will be used to determine whether the Proposal shall be deemed responsive.

If it is later determined that the Vendor knowingly rendered an erroneous certification, in addition to any other remedies available to the District, the District may reject the Proposal or terminate the Contract for default.

Further, it is the responsibility of the Vendor to verify that lower-tier parties to this transaction are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental department, State agencies or school districts.

### **8.17 MWBE/LDB Participation Plan**

The District encourages minority participation. Board assures that the District and private companies doing business with the District do not discriminate on the District projects in the award of contracts for construction projects, procurement of goods and services, and professional services on the basis of race, color, sex or national origin. Please refer to Attachment E for additional information.

### **8.18 Other Governmental Agencies**

The intent of this RFP is to obtain proposals to furnish the product(s)/service(s) specified herein to the District. Other districts, governmental agencies and entities may purchase from this RFP if permitted by the Vendor or supplier. Said products/services are to be furnished in accordance with the Contract resulting from this RFP.

### **8.19 Withdrawal And Resubmission/Modification Of Proposals**

Vendor may withdraw their proposal submittal prior to RFP Proposal submission due date and time specified in Section 7.1 by submitting an email notification of its withdrawal by the Vendor or agent, sent to the Purchasing and Contracting official Stated in Section 1.2 and 7.1. Thereafter, the Vendor may submit a new proposal prior to such proposal submission time specified in Section 7.1. Modification offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the designated time for receipt.

### **8.20 Access To Data**

In compliance with Chapter 39.29 RCW, the Vendor shall provide access to data generated under the Contract to the District, the Joint Legislative Audit and Review SIS Software Selection Task Force, and the District Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Vendor's reports, including computer models and methodology for those models.

### **8.21 Americans with Disabilities Act (ADA) of 1990, Public Law 101-336**

The Vendor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.



## **8.22 Assurances**

the District and the Vendor agree that all activity pursuant to the Contract will be in accordance with all applicable current federal, State and local laws, rules and regulations.

## **8.23 Certification Regarding Debarment, Suspension, and Ineligibility**

If federal funds are the basis for the Contract, the Vendor will certify in the contract that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or the District. The Vendor will further certify that they will ensure that potential sub-vendors or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in "covered transactions" by any federal department or the District. "Covered transactions" include procurement contracts for goods that are expected to equal or exceed \$25,000. Vendor may do so by obtaining a certification Statement from the potential sub-vendor or sub recipient or by checking the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" provided on-line by the General Services Administration.

## **8.24 Change in Status**

In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Vendor, Vendor agrees to notify the District of the change. Vendor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.

## **8.25 Copyright Provisions**

Unless otherwise provided, all Materials produced under the Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the District. the District shall be considered the author of such Materials. If Materials are not considered "works for hire", Vendor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the District effective from the moment of creation of such Materials.

Materials means all elements in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, computer software, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract Vendor hereby grants to the District a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Vendor warrants and represents that Vendor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the District.

The Vendor shall exert all reasonable effort to advise the District, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. the District shall receive prompt written notice of each notice or claim of infringement received by the Vendor with respect to any data delivered under this contract. the District shall have the right to modify or remove any restrictive markings placed upon the data by the Vendor.

Consistent with 34 CFR 80.34, the U.S. Department of Education reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal government purposes, the copyright in any work developed under a grant (or contract under a grant) in the Race to the Top Assessment program, and any rights of copyright to which a grantee or Vendor purchases ownership with grant support. Relevant authority for this requirement is 20 U.S.C. 3474 and OMB Circular A-102.

## **8.26 Licensing and Accreditation Standards**

The Vendor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary to the performance of the Contract.

## **8.27 Overpayments**

Vendor shall refund to the District the full amount of any overpayment under the Contract within thirty (30) calendar days of written notice. If Vendor fails to make a prompt refund, the District may charge Vendor one percent (1%) per month on the amount due until paid in full.

## **8.28 Records Maintenance**

The Vendor shall maintain all books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Contract. Vendor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by the District, personnel duly authorized by the District, the Office of the District Auditor, and federal and State officials so authorized by law, regulation or contract.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

## **8.29 Registration with Department of Revenue**

The Vendor shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under the Contract.

## **8.30 Right of Inspection**

The Vendor shall provide right of access to its facilities to the District or any of its officers at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under the Contract on behalf of the District. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Vendor's business or work hereunder.

The District shall pay to the Vendor the agreed upon price for completed work and services accepted by the District and the amount agreed upon by the Vendor and the District for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by the District, and (d) the

protection and preservation of the property, unless the termination is for default, in which case the District shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this contract. the District may withhold from any amounts due to the Vendor such sum as the District determines to be necessary to protect the District against potential loss or liability.

The rights and remedies of the District provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under the Contract.

### **8.31 Treatment of Assets**

Except as otherwise provided for in the Contract, the ownership and title to all real property and all personal property purchased by the Vendor in the course of performing the Contract with moneys paid by the District shall vest in the District, except for supplies consumed in performing the Contract. The Vendor shall (1) maintain a current inventory of all the real and personal property; (2) label all the property "the District, the District of Public Instruction"; and, (3) surrender property and title to the District without charge prior to settlement upon completion, termination or cancellation of the Contract.

### **8.32 Most Favorable Terms**

The District reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the Proposal should be submitted initially on the most favorable terms, which the Vendor can propose. There will be no best and final offer procedure. The District does reserve the right to contact a Vendor for clarification of its Proposal.

The Vendor should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Vendor negotiations may incorporate some or all of the Vendor's Proposal. It is understood that the Proposal will become a part of the official procurement file on this matter without obligation to the District.

# ATTACHMENT A - VENDOR'S STATEMENT OF QUALIFICATION

**VENDOR'S STATEMENT OF QUALIFICATION**

Please provide written responses to the following questions. If the answer to any of the questions is "Yes", Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

- 1. Has Vendor been declared in default of any contract?  Yes  No
- 2. Has Vendor forfeited payment of performance bond issued by a surety company on any contract?  Yes  No
- 3. Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations thereunder?  Yes  No
- 4. Within the past three (3) years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?  Yes  No
- 5. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the Vendor's financial position or future viability?  Yes  No
- 6. Is Vendor currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer?  Yes  No
- 7. License Sanctions: List any regulatory or license sanctions. The School Board of Orange County, Florida may perform a background check on Vendor with all state and regulatory agencies.
- 8. Litigation: Provide a statement and detailed description of any litigation or regulatory action that has been filed against the Vendor in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or administrative agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against Vendor, provide a statement to that effect. For joint venture or team Vendors, submit the requested information for each member of the joint venture or team.
- 9. Principals: The Vendor must provide the name and address of all persons or entities serving or intending to serve as principals in the Vendor's firm.
- 10. Provide the following financial information:

\$ _____	Earnings Before Interest & Taxes
\$ _____	Total Assets
\$ _____	Net Sales
\$ _____	Market Value of Equity (Common & Preferred Stock)
\$ _____	Total Liability
\$ _____	Current Assets
\$ _____	Current Liability
\$ _____	Retained Earnings

---

Corporate Name of Vendor (Typed)

---

Authorized Representative's Signature Date

# ATTACHMENT B - STATEMENT OF AFFIRMATION AND INTENT

**STATEMENT OF AFFIRMATION AND INTENT**

To:            The School Board of Orange County, Florida, Purchasing and Contracting

PROJECT:    STUDENT INFORMATION SYSTEM

Date:        \_\_\_\_\_

The undersigned, hereinafter called the Vendor, declares that the only persons, or parties interested in their proposal are those named herein, that this proposal is, in all respects, fair and without fraud that it is made without collusion with any other Vendor or official of the Orange County The School Board of Orange County, Florida. Neither the Affiant nor the above named entity has directly or indirectly entered into any contract, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Contract for this project.

The Vendor certifies and declares:

1. No Board Member, Director, or any The School Board of Orange County, Florida Employee directly or indirectly owns assets or capital stock of the bidding entity, nor will directly or indirectly benefit by the profits or emoluments of this proposal.
  
2. (Please check a or b, as appropriate.)
  - a. \_\_\_ There are no professional, business or Familial Relationships between any THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA Employee or Board Member and those employees of the Vendor or Business Entity that are, (i) Principals of the Vendor or Business Entity; (ii) Shareholders, partners, Business Associates, joint venture partners or otherwise hold a Material Interest in the Vendor or Business Entity; (iii) Preparing, submitting or presenting the Vendor or Business Entity procurement documents; or, (iv) Working or expecting to work in any administrative capacity or will have contract management responsibilities for the Vendor or Business Entity.

or

- b. \_\_\_ There are professional, business or Familial Relationships between any THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA Employee or Board Member and those employees of the Vendor or Business Entity that are: (i) Principals of the Vendor or Business Entity; (ii) Shareholders, partners, Business Associates, joint venture partners or otherwise hold a Material Interest in the Vendor or Business Entity; (iii) Preparing, submitting or presenting the Vendor or Business Entity procurement documents; or, (iv) Working or expecting to work in any administrative capacity or will have contract management responsibilities for the Vendor or Business Entity as described below:

---

---

---

---

- c. No member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with The School Board of Orange County, Florida. In the event that a conflict of interest is identified in the provision of services, the

Vendor agrees to immediately notify THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA in writing.

- d. He/she has carefully examined the scope of services, instructions, terms and conditions of this Request for Proposal and that Vendor's proposal is made according to the provisions of the RFP and that he/she will meet or exceed the scope of services, requirements, and standards contained in the Request for Proposals.

Failure to disclose a known relationship as described in paragraph 2. above, may result in a RFP being rejected as non-responsive. In the event the relationship is discovered after the RFP documents are submitted, the relationship shall be disclosed and submitted to The School Board of Orange County, Florida Ethics Compliance Officer at time of discovery. This form is in compliance with Board Policy KCE. With respect to paragraph 2. hereof, the defined terms in this form shall have the same meanings as contained in Board Policy KCE.

The Vendor agrees to abide by all conditions of the negotiation process. In conducting negotiations with THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, Vendor offers and agrees that if this negotiation is accepted, the Vendor will convey, sell, assign, or transfer to THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA. At The School Board of Orange County, Florida's discretion, such assignment shall be made and become effective at the time The School Board of Orange County, Florida tenders final payment to the Vendor. The proposal constitutes a valid and binding offer by the Vendor to perform the services as stated.

-----

Corporate Name of Vendor (Typed)      Address, City, Zip

-----

Authorized Representative's Signature    Date    Telephone Number



**ATTACHMENT C - ACKNOWLEDGMENT OF BUSINESS TYPE**

**ACKNOWLEDGMENT OF BUSINESS TYPE**

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and submitted with the proposal on the specified due date and time. The undersigned Vendor certifies that this proposal package is submitted in accordance with the scope of services in its entirety and with full understanding of the conditions governing this proposal.

**BUSINESS ADDRESS OF VENDOR:**

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

**SIGNATURE OF VENDOR**

If an Individual: \_\_\_\_\_  
Signature

doing business as \_\_\_\_\_

If a Partnership: \_\_\_\_\_

by: \_\_\_\_\_  
Partner Signature

If a Corporation: \_\_\_\_\_  
Corporate Name

(a \_\_\_\_\_ Corporation)

by: \_\_\_\_\_  
Authorized Signature

Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Corporate Secretary  
(Corporate Seal)

**NOTARY PUBLIC:** State Of: \_\_\_\_\_ County Of: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_ by \_\_\_\_\_ who is (who are) personally known to me or who  
has produced \_\_\_\_\_ as identification  
and who did (did not) take an oath.

Notary Public Signature: \_\_\_\_\_

Notary Name, Printed, Typed Or Stamped: \_\_\_\_\_

Commission Number: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

**ATTACHMENT D - DRUG-FREE WORKPLACE CERTIFICATION  
FORM**

**DRUG-FREE WORKPLACE CERTIFICATION FORM**

**IDENTICAL TIE SUBMITTALS** - In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie submittals will be followed if none of the tied Vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Vendor complies fully with the above requirements.

---

Authorized Representative's Signature Date

---

Corporate Name of Vendor (Typed)

**ATTACHMENT E - MWBE/LDB PARTICIPATION**

**MWBE/LDB  
PARTICIPATION GUIDELINES**

The Vendor understands that the School District is committed to an increase in the number of qualified minorities and women who wish to provide supplies, equipment, or services to the district, and that the School District has established as goals for that participation twelve percent (12%) of the total cost of the purchasing contracts to be provided by minorities or women-owned business enterprises (MWBE) and ten percent (10%) to be provided by local developing businesses (LDB).

Accordingly, the Vendor hereby certifies that he/she will use his/her best efforts to achieve the Board's goals in the administration of this contract unless waived as provided herein.

Minority/Women Business Participation may be provided through any combination of the following elements:

1. Business with MWBE and/or LDB ownership: The amount of participation for this element where the company is certified by agencies accepted by the district, the total amount of the order shall be used as the amount of participation.
  - a. MWBE and LDB firms shall submit valid proof of certification with the bid. Each MWBE firm shall submit a copy of a valid MWBE certification from the City of Orlando, Orange County Government, State of Florida or the National/Florida Minority Supplier Development Council (NMSDC/FMSDC). Each LDB firm shall submit a valid LDB letter of certification issued by the Greater Orlando Aviation Authority or a copy of their OCPS LDB Certificate. A firm must be certified by the bid award date. A bidder may be considered non-responsive and may be rejected, at the sole discretion of OCPS, if the bidder fails to provide the required data.
  - b. OCPS shall be the final authority in determining whether a bidder qualifies as an MWBE or LDB firm for purposes of this bid.
  - c. For clarification regarding the district's MWBE or LDB programs and/or for LDB certification, please contact The Office of Business Opportunity (407) 317- 3739 or visit the website at: <http://www.obo.ocps.net>

2. Sub-contractor participation - Purchase of material and/or service obtained from minority/women distributors or manufacturers: The amount of participation for this element shall be the relative portion of the total amount of the order in proportion to the percentage of the value for that amount of materials, which is obtained from minority/women distributors or manufacturers. All firms must submit a completed *Office of Business Opportunity MWBE/LDB Subcontractor* form. Firms not committing to sub-contracting should so indicate on the form.

CERTIFICATE OF  
MINORITY/WOMEN  
PARTICIPATION

Responsibility for determining MWBE and LDB participation by supplier shall be in the Office of Business Opportunity in submitting a proposal to provide supplies, equipment or services to the School District. The Vendor must include with the proposal the CERTIFICATE OF MINORITY/WOMEN Ownership and/or LDB status from the certifying agency. After a proposal has been opened and the appropriate staff of the School District has completed all procedures relating to the recording of said proposal, the Specialist in the Office of Business Opportunity for the School District shall examine the same to determine whether the proposed contractor has complied with the minority/women participation goals contemplated herein.

The Vendor/supplier must demonstrate to the satisfaction of the Specialist, Office of Business Opportunity for the School District prior to the award of the contract, and periodically thereafter throughout the term of the contract, that the Vendor/supplier is complying with the goals for MWBE and LDB participation.

If at any time, either before or after the award of contract, the supplier determines that he/she will be unable to comply, the supplier may request an evaluation of Good Faith by the Office of Business Opportunity of the School District. The Specialist, Office of Business Opportunity will make an analysis to verify that the supplier has made diligent, good faith efforts to meet the goals for MWBE and/or

LDB participation, but due to circumstances beyond its control, it is impossible for the supplier to comply.

Notwithstanding, any of the forgoing requirements relating to the MWBE and LDB Participation Guidelines contained herein, the School District reserves the right to waive any technical requirements relating to the submission of the CERTIFICATES OF MINORITY/WOMEN Ownership or LDB status, if to do so would benefit the District in the increase of MWBE and LDB participation in contracts originating in the Procurement Services Department.

**OFFICE OF BUSINESS OPPORTUNITY  
MWBE/LDB SUBCONTRACTOR**

OCPS has established annual participation levels for the procurement of goods and non-professional services with Minority-Owned & Women-Owned Business Enterprises (MWBEs) and Local Developing Businesses (LDBs). For the purpose of calculating the MWBE and LDB participation percentages, only those dollars awarded to certified MWBE and LDB vendors will be utilized. Monies contracted or subcontracted to MWBE and LDB vendors are included in the calculation. As a result, Vendors are asked to include certified MWBE and/or LDB subcontractor participation information below. If proposer has questions regarding a vendor's certification, he/she may contact the OCPS Office of Business Opportunity (407) 317-3739.

Please complete the information below showing Vendor's commitment to subcontract at least twelve percent (12%) of its business related to this solicitation to one or more MWBE and ten (10%) for one or more LDB Vendors.

Overall percent of MWBE Sub-Contractor Participation expected: \_\_\_\_\_

Overall percent of LDB Sub-Contractor Participation expected: \_\_\_\_\_

Please complete the following table by indicating the name of the sub-contracting firm, whether or not the firm is an MWBE and/or LDB, the type of work or material to be supplied by the sub-contractor, anticipated dollar value, and the anticipated percent of the contract value.

Sub-Contractor	MWBE or LDB	Type of Work/Material	\$ Value	% of Contract Value

If Vendor has more than two MWBE or LDB vendors, the Vendor should include information for additional MWBE and/or LDB vendors on an additional sheet of paper. Vendor agrees to supply subcontractor payment information to Orange County Public Schools. The due date and report format will be established upon award of the contract.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company Name



## **ATTACHMENT F - MASTER SOFTWARE AND SERVICES CONTRACT**

Note: Master Software and Services Contract, Special Conditions and Escrow and Penalty for Early Vendor Termination Agreement will be posted as an addendum at a later time.

**ATTACHMENT G - CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -  
LOWER TIER COVERED TRANSACTIONS**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier  
Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 7 CFR Part 3017, Section 3017.510, participant's responsibilities. The regulations were published as Part IV of the January 30, 1980, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture with which this transaction originated.

**BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE NEXT PAGE**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or The School Board of Orange County, Florida.
  
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

---

Organization Name	PR/Award Number or Project Name
-------------------	---------------------------------

---

Name(s) and Title(s) of Authorized Representatives

---

Signature	Date
-----------	------

**Instructions for Certification**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
  
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or The School Board of Orange County, Florida with which this transaction originated may pursue available remedies, including suspension and/or debarment.
  
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or The School Board of Orange County, Florida with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will included this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions" without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it know that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or The School Board of Orange County, Florida with which this transaction originated may pursue available remedies, including suspensions.