



**SCHOOL DISTRICT OF JEFFERSON
COUNTY PUBLIC SCHOOLS,
LOUISVILLE, KENTUCKY**

REQUEST FOR PROPOSAL

FOR

COMPETITIVE NEGOTIATION (3026)

ON

STUDENT ASSIGNMENT SIMULATION AND MANAGEMENT SYSTEM

PROPOSAL RETURN DATE:

WEDNESDAY, FEBRUARY 29, 2012

TIME: 9:00 A.M. E.T.

DEFINITIONS

ADDENDA

Written or graphic instruments issued by the contracting officer prior to the execution of the contract which modify or interpret the proposal documents by additions, deletions, clarifications or corrections.

PROPOSAL

A complete and properly signed document, proposing to do the work for the sum(s) stipulated therein (enclosed in a separate envelope) supported by data called for by the RFP documents.

PROPOSED CONTRACT SUM

The sum stated in the proposal for which the proposer offers to perform the work described in the specifications and other documents composing the RFP.

OFFEROR

One who submits a proposal for contract with the Board for the work described in the RFP.

PROPOSING DOCUMENTS

Proposing documents include the Advertisement, Request For Proposals, Instructions to Proposers, Proposal Form and the Proposed Contract Documents, including any addenda prior to receipt of proposals.

All definitions set forth in the General Conditions of the contract for services or in other contract documents and the Board's Procurement Regulations are applicable to the proposing documents.

RFP

Request For Proposals

MODEL PROCUREMENT REGULATIONS

Model Procurement Regulations adopted by the Jefferson County Board of Education shall be deemed incorporated by reference in these specifications as though quoted fully herein. Jefferson County Schools function under the Model Procurement Code, Kentucky Revised Statutes 45A, which allows the school system to function by approved regulations. Copies of these regulations are on file in the Purchasing/Bid Department, Jefferson County Public Schools and may be picked up between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday. It is the responsibility of the offeror to be familiar with these Regulations.

INSTRUCTIONS AND CONDITIONS

ARTICLE 1 - INVITATION

Sealed proposals will be received by the Purchasing/Bid Department, Jefferson County Public Schools, C. B. Young, Jr., Service Center, 3001 Crittenden Drive, Louisville, KY 40209, in the manner and on the date hereinafter specified for the furnishing of all equipment and services necessary for the Student Assignment Simulation and Management System.

ARTICLE 2 - NO PRE-BID CONFERENCE. Questions will be accepted as follows:

- 2.1 Questions shall be submitted in writing or via email to Ken Popplewell, Director of Purchasing/Bids (ken.popplewell@jefferson.kyschools.us) no later than **4:00 p.m., Eastern Time, Friday, February 10, 2012.** All questions and written responses will be mailed as well as posted on the website where this proposal is displayed by close of business on **Wednesday, February 15, 2012.**

ARTICLE 3 - TIME AND DATE OF OPENING

- 3.1 The proposals will be received until **9:00 a.m., Eastern Time, Wednesday, February 29, 2012.** All proposals must be received by the date and time designated in this proposal and none will be considered thereafter.
- 3.2 Any quotations received after scheduled time of opening will be returned unopened to the offeror.

ARTICLE 4 - SUBMISSION OF PROPOSALS

- 4.1 Copies of the RFP may be obtained in the Purchasing/Bid Department at the above address, between 9:00 a.m. and 4:00 p.m., Monday through Friday, or on the JCPS web site: www.jefferson.k12.ky.us prior to the date and time specified for opening.
- 4.2 Proposals must be mailed or delivered on or before the RFP opening date to Ken Popplewell, Director of Purchasing, C. B. Young, Jr., Service Center, 3001 Crittenden Drive, Louisville, KY 40209, in special envelopes supplied with this Request for Proposal.

All proposals will be opened in the Purchasing/Bid Department Conference Room of the C. B. Young, Jr., Service Center, 3001 Crittenden Drive, Louisville, Kentucky 40209. The Board of Education cannot assume the responsibility for any delay as a result of failure of the mail or delivery services to deliver proposals on time. The proposals will not be opened to the public nor be disclosed to unauthorized persons prior to the award of the contract. However, after award of the contract, all proposals shall be open to public inspection, subject to any continuing prohibition on the disclosure of confidential data. Any quotes received after schedule time of opening will be returned unopened to the vendor.

Any unauthorized contact with any other official or employee in connection with this Request for Proposal is prohibited and shall be cause for disqualification of the proposer.

INSTRUCTIONS AND CONDITIONS - Cont.

- 4.3 Submit one (1) original and six (6) copies of the proposal. Information must be labeled and submitted in the order identified in the RFP.
- 4.4 By submitting a proposal, the vendor is indicating that he/she has read, understands and agrees to all the specifications outlined in this proposal.

ARTICLE 5 - QUOTATION FORMS

- 5.1 Quotations shall be submitted on the (green) forms attached hereto.
- 5.2 All blanks on the RFP form shall be filled in and all support data shall be furnished. (Failure to do so will subject your quotation to rejection.)
- 5.3 The quotation (green) form containing prices is to be submitted in the small envelope furnished with this RFP.
- 5.4 The proposal form (pink) outlining the materials and services to be furnished is to be submitted in the large envelope furnished with this RFP. **Do not include any pricing on the proposal form (pink). If included this will be grounds for rejection.**
- 5.5 The small sealed envelope may be placed inside the large envelope.
- 5.6 All prices and quotations must be in ink or typewritten. No pencil figures or erasures will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by person signing quote. Also, corrections made with correction tape or fluid are to be initialed.

Quote unit prices in whole numbers only to the nearest cent. Fractional pricing will not be considered.
- 5.7 Both the proposal form (pink) and quotation form (green) **must** be signed. Signature **must** be in ink (no pencil). No proposal can be signed after being opened. Any unsigned proposal will be rejected. A facsimile signature **must** be initialed in ink.

ARTICLE 6 - TELEGRAPHIC OR FACSIMILE QUOTES

Telegraphic or facsimile quotes are prohibited; any and all bids received electronically shall be considered a non-responsive quotation. Submittals (other than pricing) may be accepted by facsimile or email.

ARTICLE 7 - FAILURE TO RESPOND

Businesses that fail to respond to invitations for RFP or notices of availability on two (2) consecutive procurements of similar items may be removed from the applicable mailing list.

ARTICLE 8 - AWARD OF CONTRACT

- 8.1 Upon ascertaining that the proposals received from the offerors constitute a competitive range wherein the best interests of the school system shall be served, the contract will be awarded to the best-evaluated offeror submitting a proposal after the application of any reciprocal preference for resident bidders as required by the Kentucky Model Procurement Code.
- 8.2 Upon acceptance of a proposal by the School Board, the provider shall agree that service shall not be canceled without a 90-day written notification submitted to the Director of Purchasing prior to the cancellation.
- 8.3 Only ONE option will be awarded. Option No. 1 (Customized) or Option No. 2 (Software as a Service (Saas) Solution).

INSTRUCTIONS AND CONDITIONS - Cont.

ARTICLE 9 – EVALUATION CRITERIA

Proposals will be evaluated first as responsive or non-responsive based on the specifications provided. Second, proposals will be evaluated based on the information provided in the vendor's proposal, and any other information requested in the evaluation process. Vendor's ability to meet the requirements and price carries the heaviest weighting among the criteria in evaluating proposals. The criteria for meeting the competitive range (and points for each) will determine the lowest evaluated offeror.

1.) Ability to meet the General Feature requirements (Section 3.0)	35 points
2.) Ability to meet the Support and Performance Requirements (Section 4.0)	15 points
3.) Ability to meet vendor expectations (Section 5.0)	15 points
4.) Total price.	35 points
TOTAL	100 points

ARTICLE 10 - PERIOD OF CONTRACT

If a customized solution is awarded the actual period of the contract will be from date of Board approval through December 31, 2012.

If a Software as a Service (SaaS) solution is awarded the actual period of the contract will be from date of board approval through December 31, 2012 with annual renewals at the options of both parties

ARTICLE 11 - DISCUSSION OF PROPOSALS

- 11.1 The Contracting Officer may or may not conduct post negotiations of technical aspects of the proposals and/or prices after reviewing all proposals submitted. These negotiations will involve only offerors who submit proposals which fall within the competitive range.
- 11.2 The offerors representative shall be qualified for answering and giving administrative and technical clarifications relative to the proposal.
- 11.3 Offerors submitting proposals categorized as unacceptable or not falling within the competitive range shall be so notified and said offerors will not be allowed to submit supplemental information amending the proposal. If an offeror has not been notified that his proposal has been found unacceptable or not falling within the competitive range, said offeror may submit supplemental information amending the proposal at any time until the closing date established by the Contracting Officer.

ARTICLE 12 - TREATMENT OF PROPOSALS

- 12.1 Proposals will not be open to the public nor be disclosed to unauthorized persons prior to award of contract. However, after award of contract, all proposals shall be open to public inspection, subject to any continuing prohibition on the disclosure of confidential data which is designated as such in any proposal.
- 12.2 A contract may be awarded on the proposals as submitted or the Director of Purchasing may elect to negotiate as to technical performance or price, or both, with offerors whose proposals fall in the competitive range as defined in the RFP.

INSTRUCTIONS AND CONDITIONS - Cont.

ARTICLE 13 - MODIFICATION OR WITHDRAWAL OF PROPOSAL

- 13.1 A proposal may not be modified, withdrawn or canceled by the proposer during the stipulated time period following the time and date designated for the receipt of proposals.
- 13.2 Prior to the closing date and time designated for receipt of proposals, proposals submitted early may be modified or withdrawn only by notice to the party receiving proposals at the place and prior to the closing time designated for receipt of proposals.
- 13.3 Any modification shall be so worded as not to reveal the amount of the original proposed sum. To do so will render the modification and original proposal invalid.
- 13.4 Withdrawn proposals may be resubmitted up to the closing time designated for the receipt of proposals provided that they are then fully in conformance with these instructions to offerors.

ARTICLE 14 - INTERPRETATION OR CORRECTION OF RFP'S

- 14.1 Offerors shall promptly notify the Director of Purchasing of any ambiguity, inconsistency or error which they may discover upon examination of the RFP's or of the local conditions.
- 14.2 Any interpretation, correction or change of the RFP will be made by addendum, issued by the Director of Purchasing. Interpretations, corrections or changes in the RFP made in any other manner will not be binding and offerors shall not rely upon such interpretations, corrections and changes.

ARTICLE 15 - ADDENDA

- 15.1 Addenda will be mailed or delivered to all who are known by the Director of Purchasing to have requested and were furnished RFP's.
- 15.2 Copies of addenda will be made available for inspection wherever RFP's are on file for that purpose.
- 15.3 No addenda will be issued later than seven (7) days prior to the date of receipt of proposals, except for postponing the date for receipt of proposals, or withdrawing the request for proposals.
- 15.4 Each offeror shall ascertain prior to submitting his proposal that he has received all addenda issued, and he shall acknowledge their receipt on the RFP form.

ARTICLE 16 - RIGHT TO REJECT

- 16.1 The Jefferson County Board of Education, reserves the right to reject any and all proposals where the best interests of the Board may be served, including the right to award a contract without any further discussion or negotiation with anyone proposing these services. The Jefferson County Board of Education also reserves the right to reject any proposal where evidence or information submitted by the vendor does not satisfy the Board of Education that the vendor is qualified to carry out the details of the contract.
- 16.2 Grounds for the rejection of proposals include, but shall not be limited to:
- (a) Failure of a proposal to conform to the essential requirements of the RFP.
 - (b) Submitting a proposal which does not conform to the specifications contained or referenced in the RFP.
 - (c) Submitting a proposal imposing conditions which would modify the terms and conditions of the RFP, or limit the offeror's liability to the Board on the contract awarded on the basis of such RFP.
 - (d) Submitting a proposal determined by the Director of Purchasing in writing to be unreasonable as to price.
 - (e) Proposals received from offerors determined not to be responsible offerors.

INSTRUCTIONS AND CONDITIONS - Cont.

ARTICLE 17 - RIGHT TO WAIVE TECHNICALITIES OR IRREGULARITIES

- 17.1 The right to waive technicalities and minor irregularities in proposals shall be maintained and preserved in the case of all RFP's issued by the Board.
- 17.2 Technicalities or minor irregularities in proposals which may be waived when the Director of Purchasing determines that it will be in the Board's best interest to do so, are mere matters of form not affecting the material substance of proposal or some immaterial deviation from or variation in the precise requirements of the RFP and having none, or a trivial or negligible effect on price, quality, quantity or performance of the services being procured, the correction or waiver of which will not affect the relative standing of, or be otherwise prejudicial to other offerors. The Contracting Officer may either give an offeror an opportunity to cure any deficiency resulting from a technicality or minor irregularity in his proposal, or waive such deficiency where it is advantageous to the Board to do so.

ARTICLE 18 - CONFIDENTIAL DATA

- 18.1 Prospective offerors may designate those portions of the initial proposal which contain trade secrets or other proprietary data which is to remain confidential.
- 18.2 If the contracting officer does not agree with the confidentiality of such data, or any portion thereof, he shall inform the offeror in writing what portions of the proposal will be disclosed and that, unless the offeror protests the determination of the contracting officer in the manner designated in Article IX (Legal and Contractual Remedies) of the Board's Procurement Regulations, or unless the offeror withdraws his proposal as provided in subparagraph 3.10.1 of those regulations, the portions of the proposal so determined to be non-confidential will not be treated as confidential.

ARTICLE 19 - ACCEPTANCE BY BOARD

- 19.1 If awarded the contract, the prices will then be firm for the time period indicated in ARTICLE 22.
- 19.2 All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by person signing quote. Also, corrections made with correction tape or fluid are to be initialed.
- 19.3 It is the intent of the Director of Purchasing to award a contract in due course and after a reasonable proposal evaluation period to the most responsive and responsible offeror(s) considering all requirements set forth in the RFP, provided the acceptable proposed sum is within budgeted funds.
- 19.4 The right is reserved to reject any proposal where an investigation and evaluation of the offerors qualifications would give reasonable doubt that the offeror could perform prompt and efficient completion of the work per the contract.

ARTICLE 20 - FORM OF (CONTRACT) AGREEMENT BETWEEN BOARD AND CONTRACTOR

Form To Be Used - Unless otherwise provided in the RFP, the agreement to contract will be written on the standard form of agreement between Board and offeror bound with the RFP in the number of copies to be specified by the Director of Purchasing.

ARTICLE 21 - TABULATIONS

Tabulations will be made by the Purchasing/Bid Department and each qualified offeror will be mailed a formal tabulation after the Board has taken official action at the regularly scheduled Board meeting. Board meetings are normally held twice a month. Offerors are requested not to call the Purchasing/Bid Department for a tabulation.

INSTRUCTIONS AND CONDITIONS - Cont.

ARTICLE 22 - PRICES

Prices quoted herein are to remain firm for the period of the contract.

ARTICLE 23 - K.O.S.H.A. STANDARDS

If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupational & Safety Health Act) Standards.

ARTICLE 24 - EXCUSE FOR NON-PERFORMANCE

The successful offeror(s) shall be excused from performing hereunder during the time and to the extent that they are prevented from obtaining, delivering or performing in the customary way because of fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants or facilities by the government when satisfactory evidence thereof is presented to the other party providing it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

ARTICLE 25 - PENALTIES

In case of default by the vendor, the Jefferson County Public Schools will follow procedures outlined in the Board's Model Procurement Regulations regarding termination for default, after which time the Board shall procure a substitute contractor which shall operate under the remainder of the existing contract breached by the contractor and the original contractor shall be liable for any and all excess costs incurred in the procurement of the substitute contractor.

ARTICLE 26 - TAXES

26.1 KENTUCKY SALES AND/OR USE TAX

- A. Proposers are informed that service contracts of the Board of Education of Jefferson County, Kentucky are exempt from the provisions of the Kentucky Sales and/or Use Tax. Offeror will be furnished proper tax exemption certificates upon request.
- B. All adjustments and allowances for the current sales and/or use tax shall be provided for in the quoted amount as no adjustments will be permitted and/or made after the fact.

26.2 FEDERAL EXCISE TAX

The Board of Education of Jefferson County, Kentucky is entitled to exemption from Federal Excise Tax. All proposers or contractors shall take this into consideration in their bid.

26.3 DEDUCTIONS FOR TAXES, WORKER'S COMPENSATION, ETC.

- A. The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law, including old age pension, social security or annuities.
- B. Worker's Compensation Insurance shall be carried to the full amount as required by Kentucky Statutes.

INSTRUCTIONS AND CONDITIONS - Cont.

ARTICLE 27 - NON-DISCRIMINATION

During the performance of this Contract, the Seller agrees as follows:

- 27.1 The Seller shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, political opinion or affiliation. The Seller shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, political opinion or affiliation. Such action shall include, although not limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Seller agrees to post in conspicuous places notices setting forth the provisions of this Equal Opportunity clause.
- 27.2 The Seller shall in all solicitations and/or advertisements for employees placed by or on behalf of the Seller, state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, political opinion or affiliation.
- 27.3 The Seller shall cause any subcontractor engaged to perform any services required by this Contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

ARTICLE 28 - UTILIZATION OF MINORITY VENDORS

The utilization of minority vendors and subcontractors are encouraged, wherever possible, on public contracts. The contractor should make full efforts to locate minority business persons. For assistance in identifying minority offerors and subcontractors, contact the Kentucky Office for Minority Business Enterprises, 2316 Capitol Plaza Tower, Frankfort, Kentucky 40601, or Office of Equal Opportunity Contract Compliance, New Capitol Annex Building, Frankfort, Kentucky 40601.

ARTICLE 29 - SERVICES EVALUATION

If it is later established that said services fail to comply to these specifications and conditions, the contract will be canceled. This will be done only after offeror has been furnished (in writing) concerns regarding questionable deficiencies, and the problems have not been resolved.

ARTICLE 30 - REIMBURSEMENT/COSTS

JCPS will not reimburse offerors for costs associated with the preparation, submission or requested clarification of any proposal.

INSTRUCTIONS AND CONDITIONS - Cont.

ARTICLE 31 - PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS

Any employee or any official of the Board of Education of Jefferson County, Kentucky, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for or to, or from, any person, partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to the Board of Education of Jefferson County, Kentucky, shall be deemed guilty of a felony and upon conviction such persons shall be punished by a fine not to exceed five thousand dollars (\$5,000.00) or by imprisonment in the penitentiary for not less than one (1) year nor more than ten (10) years, or both so fined and imprisoned in the discretion of the jury.

Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money or any other thing of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, to any employee or to any official of the Board of Education of Jefferson County, Kentucky, elective or appointive, in his efforts to bid for, or offer for sale, or to seek in the open market, shall be deemed guilty of a felony and shall be punished by a fine not to exceed five thousand dollars (\$5,000.00) or by imprisonment in the penitentiary for not less than one (1) year nor more than ten (10) years, or both so fined and imprisoned in the discretion of the jury.

NOTE: It is a misdemeanor not to have this prohibition on every solicitation or contract document. The penalty is a \$5,000.00 fine or 1 year imprisonment or both on convictions.

Resident Vendor Determination Form

(For Application of Reciprocal Preference if Applicable)

PROPOSAL NO. 3026

This completed form must be NOTARIZED and submitted (mailed or faxed) to the Purchasing/Bid Department before the date and time of the bid opening. Failure to do so MAY subject your bid to rejection.

Purchasing/Bid Department
C. B. Young, Jr., Service Center
3001 Crittenden Drive
Louisville, Kentucky 40209 Phone: (502)485-3167 Fax: (502)485-6446

Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by the Jefferson County Public Schools, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.

A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

- Is authorized to transact business in the Commonwealth; and
- Has for one (1) year prior to and through the date of this advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.

A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the above requirements for resident bidder status.

Please check one of the following:

- My company **qualifies** as a resident vendor of the Commonwealth of Kentucky.
- My company **does not qualify** as a resident vendor of the Commonwealth of Kentucky.

Specify company's residence state: _____.

Company: _____

Address: _____

City: _____ County _____ State _____ Zip _____

Signature: _____ Date _____

Official title: _____

Notary

Print Name

County of _____ State of _____ My Commission expires: _____

VENDOR REFERENCES

PROPOSAL NO. 3026

LIST CUSTOMER REFERENCES FROM THREE (3) OR MORE CUSTOMERS, PREFERABLY IN THE EDUCATION SECTOR. PLEASE LIST NAME OF COMPANY, COMPLETE ADDRESS, CONTACT PERSON, PHONE NUMBER AND NUMBER OF YEARS SERVICING THIS ACCOUNT.

VENDOR NAME _____

1. _____

_____(Contact Person)

(Telephone Number) (No. of Years)

2. _____

_____(Contact Person)

(Telephone Number) (No. of Years)

3. _____

_____(Contact Person)

(Telephone Number) (No. of Years)

4. _____

_____(Contact Person)

(Telephone Number) (No. of Years)

CONTRACT FOR PURCHASE OF GOODS

THIS CONTRACT FOR THE PURCHASE OF GOODS, hereinafter referred to as the "Contract", made and entered into this _____ day of _____ by and between _____ hereinafter referred to as the "Seller", and the **JEFFERSON COUNTY BOARD OF EDUCATION**, hereinafter referred to as the "Board", a political subdivision of the Commonwealth of Kentucky with its principal place of business at 3332 Newburg Road, Louisville, Kentucky, 40218.

WITNESSETH:

WHEREAS, the Board wishes to purchase certain goods, defined in Article II of this Contract; and
WHEREAS, the Seller issued a bid to supply the Board with said goods upon terms set forth in Article II of this Contract; and
WHEREAS, the Seller deems itself capable of supplying the Board with said goods upon the terms and conditions set forth in this Agreement;
NOW, THEREFOR, in consideration of the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

ARTICLE I

The effective term of this Contract shall commence on the _____ day of _____ and shall continue through _____ day of _____, subject to the terms and conditions set forth hereinafter in Articles VIII and IX.

ARTICLE II Definition of Goods

The Seller shall sell to the Board, and the Board shall purchase from the Seller the following materials hereinafter referred to as the "Goods" during the term of this Contract

The Board shall purchase a minimum number of _____ units of Goods and shall purchase as many of such units as it shall require during the term of this Agreement.

ARTICLE III Cost

The unit price of the Goods shall be _____, said price being that which was quoted to the Board in the bid issued by the Seller on the _____ day of _____. Payment for each unit may be in full within thirty (30) days after receipt of the Seller's invoice and subject to verification of delivery in accordance with the specifications.

ARTICLE IV Modification

The terms and conditions of this Contract shall be modified only by a written addendum, signed by both parties hereto and attached to this Contract. Notwithstanding the right of modification herein set forth, the parties shall not modify the terms and conditions of this Contract in any manner whereby the total cost of this Contract shall be increased by more than ten percent (10%). Any such modification shall be null and void.

ARTICLE V Delivery

To effect a delivery of the desired quantity of units of Goods, the Board shall issue a purchase order identifying the place and quantity of each individual delivery. (The Board shall accept no delivery for which a purchase order has not been issued, nor shall payment be made for any such delivery.) Furthermore, the Board shall not accept any substitute goods for those specified on the purchase order.

All goods shall be delivered by common carrier, F.O.B., point of delivery. Seller shall pay any and all carrying and/or shipping charges, and shall list said charges separately on the delivery invoices, less federal transportation tax, with all substantiating documentation attached to thereto. The Board shall accept no deliveries C.O.D. or F.O.B. point of departure.

ARTICLE VI Inspection and Quality of Goods

The goods identified by the purchase order in the manner stated in Article V above, shall be subject to the inspection of the Board's agent at the point of delivery. All Goods shall be of such quality that they shall pass without objection in the Seller's trade or business.

ARTICLE VII Board's and Seller's Remedies

Upon the rejection of the Goods by the Board, or its agent, or upon wrongful rejection by the Board, or its agent, the Board or Seller shall retain any and all rights accruing to them respectively, under the provisions of Chapter 355 of the Kentucky Revised Statutes, Article 2 - Sales. All remedies administrative and legal shall be governed by the Board's Procurement Regulations which are hereby incorporated by reference into this Contract.

ARTICLE VIII Termination for Default

The Board may terminate in whole or part any portion of this Contract in any of the following circumstances:

- A. If the Seller fails to make proper delivery of any of the goods described within the time specified in the purchase order or any agreed extensions thereof; or
- B. If the seller fails to furnish acceptable goods of a quality which shall pass without objection in the Seller's trade or business.

Upon the Seller's default as set forth above, the Board's agent shall give written notice of default to the Seller. Subsequent to the issuance of notice of default, the Board shall allow Seller a reasonable length of time, not to exceed the ten (10) working days, within which to cure said default. Should the Seller thereupon fail to cure said default, the Board shall issue a written order of termination, at which time the Seller shall make no further deliveries and shall not honor any of the purchase orders previously issued by the Board, except those purchase orders which are reaffirmed in the order of termination.

Upon issuance of an order of termination, the Seller shall within ten (10) days from the receipt of the order of termination, prepare a final invoice itemizing all the deliveries accepted by the Board since the previously issued invoice. Payment shall be made according to the terms set forth in Article III. Any dispute arising under this clause shall be governed by Article X of this Contract, entitled "Disputes".

C. In the event the Board terminates this contract in whole or in part, as provided in paragraph (A) or (B) above, the Board may procure upon such terms and in such manner as the Director of Purchasing may deem appropriate, similar goods to those so terminated, and the Contractor shall be liable to the Board for any excess costs for such similar goods, provided, however, the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Article.

D. The Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without fault or negligence of the Contractor. Such causes may include, but not be limited to, the public enemy, actions of the Government of the United States or the Commonwealth of Kentucky in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but in every case, the failure to perform must be beyond the control and without fault or negligence of the Contractor. If the failure to perform is caused by the inability of the Contractor to obtain materials or goods essential to the performance defined in Article II of this Contract, from the Contractor's usual source, the Contractor shall not be liable for any excess costs for failure to perform, unless such materials or goods were obtainable from other sources in time to permit the Contractor to meet its required schedule.

E. If this Contract is terminated as provided in paragraph (A) or (B) above, the Board, in addition to all other rights provided in this Article, may require the Contractor to transfer title and possession and to deliver to the Board, in the manner and to the extent directed by the Director of Purchasing, any and all materials or goods defined in Article II of this Contract in possession of the Seller prior to the receipt of the notice of termination required by paragraph (A) or (B) above. Furthermore, the Contractor shall, upon the direction of the Director of Purchasing, protect and preserve any goods in the possession of the Contractor in which the Board has an interest. Payment for goods accepted by the Board shall be in an amount agreed upon by the Contractor and the Director of Purchasing; failure to agree to such an amount shall be a dispute within the meaning of Article X entitled "Disputes". The Board may withhold from amounts otherwise due the Contractor for goods accepted by the Board such sum as the Director of Purchasing determines to be necessary to protect the Board against loss because of outstanding liens of claims.

F. If, after notice of termination of this Contract under the provisions of this Article, it is determined for any reason that the Contractor was not in default under the provisions of this Article, the right and obligations of the Parties shall be the same as if the notice of termination was issued pursuant to the provisions of Article IX of this Contract.

G. The rights and remedies of the Board provided in this Article shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

File Copy

**ARTICLE IX
Termination for Convenience**

Performance of the work under this Contract may be terminated by the Board in whole, or from time to time, in part, whenever the Board shall determine that such termination is in the best interest of the Board. Any such termination shall be effected by delivery of a written order of termination specifying the extent to which the further purchase or delivery of goods shall be terminated, and upon the date which termination shall become effective.

Upon issuance of the order of termination, the Seller shall stop all further deliveries and shall not honor any purchase orders which it then holds from the Board except for those purchase orders, which are reaffirmed in the order of termination.

Upon receipt of the order of termination, the Seller shall, within ten (10) days from receipt of the order of termination, prepare a final invoice itemizing all of the deliveries accepted by the Purchaser since the previously issued invoice. Payment shall be made according to the terms set forth in Article III. Any dispute arising under this Article shall be governed by Article X of this Contract entitled "Disputes".

**ARTICLE X
Disputes**

Any differences or disagreements arising between the parties herein concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article IV of this Contract shall be submitted to the Director of Bids and Specifications or the Executive Director of Facilities/Transportation through procedures set out in the Board's Procurement Regulations, who shall render a decision in writing and furnish a copy of such decision to the Contractor by certified mail, return receipt requested, within thirty (30) days of the date of submission. Upon written appeal, the decision of the Superintendent designee shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent or clearly arbitrary and capricious or contrary to law.

**ARTICLE XI
Prohibition of Conflicts of Interest**

A. IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR THE CONTRACTOR OR ANY EMPLOYEE TO PARTICIPATE DIRECTLY OR INDIRECTLY IN ANY PROCEEDING OR APPLICATION, REQUEST FOR RULING OR OTHER DETERMINATION, CLAIM OR CONTROVERSY, OR OTHER PARTICULAR MATTER PERTAINING TO ANY CONTRACT OR SUBCONTRACT, AND ANY SOLICITATION OF PROPOSAL THEREFOR, IN WHICH TO HIS KNOWLEDGE:

- (I) HE, OR ANY MEMBER OF HIS IMMEDIATE FAMILY HAS A FINANCIAL INTEREST THEREIN; OR
- (II) A BUSINESS OR ORGANIZATION IN WHICH HE OR ANY MEMBER OF HIS IMMEDIATE FAMILY HAS A FINANCIAL INTEREST AS AN OFFICER, DIRECTOR, TRUSTEE, PARTNER OR EMPLOYEE, IS A PARTY; OR
- (III) ANY OTHER PERSON, BUSINESS OR ORGANIZATION WITH WHOM HE OR ANY MEMBER OF HIS IMMEDIATE FAMILY IS NEGOTIATING OR HAS AN ARRANGEMENT CONCERNING PROSPECTIVE EMPLOYMENT, IS A PARTY, DIRECT OR INDIRECT PARTICIPATION SHALL INCLUDE, BUT NOT BE LIMITED TO INVOLVEMENT THROUGH DECISION, APPROVAL, DISSAPPROVAL, RECOMMENDATION, PREPARATION OR ANY PART OF A PURCHASE REQUEST, INFLUENCING THE CONTENT OF ANY SPECIFICATION OR PURCHASING STANDARD, RENDERING OF ADVICE, INVESTIGATION, AUDITING OR IN ANY OTHER ADVISORY CAPACITY.

B. IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY CONTRACTOR OR ANY OTHER PERSON TO OFFER, GIVE OR AGREE TO GIVE, ANY EMPLOYEE OR FORMER EMPLOYEE, OR FOR ANY EMPLOYEE OR FORMER EMPLOYEE TO SOLICIT, DEMAND, ACCEPT OR AGREE TO ACCEPT FROM ANOTHER PERSON, A GRATUITY OR AN OFFER OF EMPLOYMENT IN CONNECTION WITH ANY DECISION, APPROVAL, DISAPPROVAL, RECOMMENDATION, PREPARATION OF ANY PART OF A PURCHASE REQUEST, ANY DECISION, APPROVAL, DISAPPROVAL, RECOMMENDATION, PREPARATION OF ANY PART OF A PURCHASE REQUEST, INFLUENCING THE CONTENT OF ANY SPECIFICATION OR PURCHASE STANDARD, RENDERING OF ADVICE, INVESTIGATION, AUDITING OR IN ANY OTHER ADVISORY CAPACITY IN ANY PROCEEDING OR APPLICATION, REQUEST FOR RULING OR ANY OTHER DETERMINATION, CLAIM OR CONTROVERSY, OR OTHER PARTICULAR MATTER PERTAINING TO ANY CONTRACT OR SUBCONTRACT AND ANY SOLICITATION OR PROPOSAL THEREFOR.

C. IT IS A BREACH OF ETHICAL STANDARDS FOR ANY PAYMENT, GRATUITY OR OFFER OF EMPLOYMENT TO BE MADE BY OR ON BEHALF OF A SUBCONTRACTOR UNDER A CONTRACT TO THE PRIME CONTRACTOR OR HIGHER TIER CONTRACTOR OR ANY PERSON ASSOCIATED THEREWITH, AS AN INDUCEMENT FOR THE AWARD OF A SUBCONTRACT OR ORDER.

D. IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY PUBLIC EMPLOYEE OR FORMER EMPLOYEE KNOWINGLY TO USE CONFIDENTIAL INFORMATION FOR HIS ACTUAL OR ANTICIPATED PERSONAL GAIN, OR THE ACTUAL OR ANTICIPATED PERSONAL GAIN OF ANY OTHER PERSON.

**ARTICLE XII
Equal Opportunity**

During the performance of this Contract, the Seller agrees as follows:

A. The Seller shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, disability, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The Seller shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, color, creed, disability, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. Such action shall include, although not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Seller agrees to post in conspicuous places notices setting forth the provisions of this Equal Opportunity clause.

B. The Seller shall in all solicitation and/or advertisements for employees placed by or on behalf of the Seller, state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, disability, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.

C. The Seller shall cause any subcontractor engaged to perform any services required by this Contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

**ARTICLE XIII
Indemnification**

The Seller hereby agrees to indemnify and hold harmless the Board, its agents, officers and employees from any and all claims, damages, losses for expenses, including but not limited to attorney's fees, in any case arising in whole or in part from the negligent or intentional acts of the Seller, its agents, officers or employees, in the furnishing or delivery of the Goods under this Contract, or from the failure of the Goods to be of such quality that they shall pass without objection in the Seller's trade or business, as required in Article VI.

**ARTICLE XIV
Board Administrator**

The Director of Bids and Specifications or the Executive Director of Facilities/Transportation shall be the Contract Administrator for the purposes of daily administrative decision making pertaining to the Contract. Should the Contractor and the Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Administrator or the Contractor, in the manner prescribed by the Board Regulations currently in effect.

**ARTICLE XV
Article Headings Not Controlling**

All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.

**ARTICLE XVI
Address for Notices and Reports**

Any notices or reports by one party to the other party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one party to the other.

**ARTICLE XVII
Entire Contract**

This Contract constitutes the entire Contract between the parties hereto, and supersedes all previous negotiations, commitments, and writings. It may not be changed or modified except in writing pursuant to Article IV of this Contract.

**ARTICLE XVIII
Severability**

If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.

**ARTICLE XIX
Governing Law**

This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract this _____ day of _____.

JEFFERSON COUNTY BOARD OF EDUCATION

CONTRACTOR

By _____
KEN POPPLEWELL

By _____

(Title) DIRECTOR OF PURCHASING

(Title) _____

File Copy

*

CERTIFICATE OF INSURANCE REQUIREMENT

PROPOSAL NO. 3026

Failure to submit certificate of insurance **PRIOR** to the date and time of the bid opening **MAY** subject your bid to rejection. The contractor shall furnish a certificate of insurance in accordance with the requirements set forth in this document. (See the following requirements.) The certificate of insurance shall name Jefferson County Public Schools as additional insured in the description of Operations section of the Certificate of Insurance which shall read:

"Board of Education of Jefferson County"
Attn: Insurance/Real Estate Dept
3332 Newburg Road
Louisville, Kentucky 40218

INSURANCE REQUIREMENTS:

CONTRACTOR'S LIABILITY INSURANCE:

The insurance required shall be written for not less than the following limits or greater if required by law:

1. Workers Compensation:

- | | |
|---|--------------|
| a. State | Statutory |
| b. Applicable Federal (e.g. Longshoreman's) | Statutory |
| c. Employer's Liability | \$100,000.00 |

2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractor's Protection; Product Liability and Completed Operations; Broad Form Property Damage):

- | | |
|--|----------------|
| a. General Aggregate (Except Products-Completed Operations) | \$1,000,000.00 |
| b. Products-Completed Operations Aggregate | \$1,000,000.00 |
| c. Personal/Advertising Injury (Per person/organization) | \$1,000,000.00 |
| d. Each Occurrence (Bodily Injury and Property Damage) | \$1,000,000.00 |
| e. Limit per Person Medical Expense | \$ 5,000.00 |
| f. Exclusions of Property in Contractors Care, Custody or Control will be eliminated. | |
| g. Property Damage Liability Insurance will provide coverage for explosion, collapse and underground damage. | |

3. Contractual Liability:

- | | |
|--|----------------|
| a. General Aggregate: | \$1,000,000.00 |
| b. Each Occurrence (Bodily Injury and Property Damage) | \$1,000,000.00 |

4. Automobile Liability: (Commercial Vehicles)

- | | |
|--|----------------|
| a. Bodily Injury and Property Damage (Combined single limit) | \$1,000,000.00 |
|--|----------------|

5. Professional Liability (for architectural or construction management services)

- | | |
|--------------------|----------------|
| (Per occurrence) | \$1,000,000.00 |
| (Annual aggregate) | \$2,000,000.00 |

(Per 702 KAR 4:160. Capital construction, sections 4 & 5)

SPECIFICATIONS

Student Assignment Simulation and Management System

1.0 Introduction and Background

Jefferson County Public Schools (JCPS) is a large metropolitan school district serving approximately 100,000 students, over 15,000 employees, 155 schools, and several office and bus maintenance facilities.

Brief history of Student Assignment in JCPS

On June 28, 2007, a majority of the Justices of the United States Supreme Court ruled that there is a compelling governmental interest in maintaining diversity in public schools, but that the race of an individual student may not be used to determine the assignment of that student. This ruling in effect, reversed the more-than-thirty-year-old method of assigning students begun by federal court order in 1975. The Board responded to the Supreme Court decree by (1) ceasing to make new individual student assignments on the basis of race, (2) unanimously reaffirming the school district's commitment to maintaining diversity in school enrollments, and (3) adopting guiding principles and a process to develop new and innovative ways to promote and enhance diversity in our public schools.

In May 2008, the Board approved a student assignment plan which:

- Organized the district into two geographic areas, Area A and Area B (See Attachment I), based on the percentage of minority students in the elementary resides area, the median household income per household member in the elementary resides area, and the educational attainment of adults age 25 and over in the elementary resides area.
- Expanded the definition of minority students from African-American students to all students who are non-white.
- Arranged elementary schools in contiguous clusters. (See Attachment II and III).
- Assigned students to schools based upon the geographic area in which they reside.
- Established a diversity guideline which provided for all schools to have enrollment of no less than 15 percent and no more than 50 percent of students who reside in Area A. This guideline did not apply to alternative or special schools.

On September 27, 2010 the Board requested that an independent consultant study, review, and recommend adjustments to the Student Assignment Plan that had been adopted in May 2008 and revised in September 2009. On September 12, 2011 the consultant presented a report to the Board.

In the report, the consultant stated that he interpreted his charge as reviewing the existing plan, making it more effective and efficient and lowering excessive transportation times. Based on this, he recommended the adoption of a plan that would build upon and extend the nationally respected JCPS accomplishments in operating diverse schools for over four decades.

The consultant found that the existing plan does not accurately reflect diversity within the county, because Areas A and B are too large to be meaningful in describing the communities within the county. Further, he found that the six current elementary clusters are very large, there are long transportation times, and 40% of schools do not meet the guideline of having between 15% and 50% of students from Area A.

The consultant suggested that due to changing residential patterns in the county it would be possible to create diverse schools with less transportation by using a multifaceted diversity index measured by Census block groups and smaller, more compact clusters. His proposed plan is built on an analysis that uses more up-to-date census information and defines diversity in a different way than the current student assignment plan.

SPECIFICATIONS - Cont.

The current classification of elementary students into Area A and Area B will be replaced by classification of students into one of three categories – Category 1, Category 2 or Category 3. The Categories will be based on the median household income, the percentage of non-white population, and the average level of adult educational attainment in each United States Census block group in the school district.

The current diversity guideline of 15% to 50% Area A students in elementary schools will be replaced by a diversity guideline of 1.4 to 2.5, based on the weighted average of the students in Categories 1, 2 and 3 enrolled in the school.

The district will calculate the diversity index of each grade within each school, and of the entire school. The diversity index will be calculated as a weighted average of the number of students in each Category that are enrolled in each grade, and in the school.

The following “factors” will be computed for each Census block group in the school district.

Computation of Socio-Economic Factors and Race Factor

- A. Socio-Economic Factor, Household Income: This is taken directly from Census American Community Survey (ACS) B19013.
- B. Socio-Economic Factor, “Educational Average”: This is a weighted average computed from Census ACS matrix B15002, using the following methodology:

“Weight” per applied to educational attainment categories:

- 1 – Finished grade 8 or less;
- 2 – Did not finish high school;
- 3 – Finished high school
- 3.5 – Some college or associate degree
- 4 – Bachelor’s degree
- 5 – Masters or professional degree
- 6 – Doctorate

Using the weights above the weighted “average” is computed as follows. The average yields a decimal number between 1.0 and 6.0

“Education Average” =

$$\frac{\sum \text{over all the above categories (Population of category x weight per category)}}{\text{Total population}}$$

- C. Race Factor “Percent non-white”: For the purpose of combining a “race” factor with multiple other factors, a single-numeral measure of race will be used. This single-percentage diversity measure is computed from ACS B02001.

$$\frac{\text{“Percent non-white”} = 100 \times \text{Sum of non-white population}}{\text{Total population}}$$

SPECIFICATIONS - Cont.

Combining Factors to yield categories

Socio-Economic + Race Classification, Unadjusted: The three measures detailed above will be combined to yield an integer “classification” code limited to values 1, 2 and 3, as set forth below.

Income Category=

Income < \$42,000	1
\$42,000 ≤ Income ≤ \$62,000	2
Income > \$62,000	3

Education Category (see categories above) =

Education Average < 3.5	1
3.5 ≤ Education Average ≤ 3.7	2
Education > 3.7	3

Race Category=

Percent white < 73	1
73 ≤ Percent white ≤ 88	2
Percent white > 88	3

Each category value is an integer 1, 2 or 3

The three categories are combined by applying respective weights:

Socio-Economic Combination Category =

$$1 + .23 \times (\text{Income Category}) + .33 \times (\text{Education Category}) + .33 \times (\text{Percent White Category})$$

Diversity Index Example:

School	Number of Students from Category 1	Number of Students from Category 2	Number of Students from Category 3	Grand Total	% Category 1 Students	% Category 2 Students	% Category 3 Students	Diversity Index
School A	15	10	5	30	50%	33%	17%	1.7

$$\text{Diversity Index} = (\% \text{ category } 1 * 1) + (\% \text{ category } 2 * 2) + (\% \text{ category } 3 * 3)$$

$$\text{Diversity Index} = (50\% * 1) + (33\% * 2) + (17\% * 3) = 1.7$$

SPECIFICATIONS - Cont.

Elementary Student Assignment Process

The district accepts elementary applications beginning in February for the upcoming school year. Elementary students apply to attend a school in the cluster that serves the home address and may also choose to apply for a magnet school or magnet program. Parents rank order their choices on the elementary application.

The cluster applications received from February 1 - March 1 are given the same consideration and are processed as a batch; applications received after March 1st are processed on a daily basis. The district considers the school and program capacity, assignment of a student's siblings, parental preference, student's "resides" school, and the district's diversity guideline when making an assignment. Parents are notified by May 1st of the assignment for the upcoming school year.

Parents have the opportunity to apply for a student transfer beginning in May for the upcoming school year. Parents may request a transfer for a variety of reasons (child care, special circumstances of the student or family, preference, etc.). Student transfer applications are processed in the order received.

In order to provide a more efficient and better overall parent experience, JCPS will be using technology to improve parent communication and to automate the application and assignment process. To that end, JCPS will be undertaking three new technology initiatives:

- 1) JCPS will enhance the district's School Finder program to be more user-friendly and informative.
- 2) JCPS will offer parents the ability to apply for schools online.
- 3) JCPS will issue an RFP to solicit respondents for creating and implementing a Student Assignment Simulation and Management System.

2.0 Intent of RFP

Scope of Proposal

The proposal requested is for a comprehensive Student Assignment Simulation and Management System that would allow the Jefferson County Public Schools (JCPS) to automate the student assignment process. We will consider a customized solution or a Software as a Service (SaaS) solution. For a SaaS solution, the vendor will develop, own, and maintain the solution. For a customized solution, the vendor will develop a solution and then it will become JCPS owned and maintained.

The proposal should include the software, maintenance, support, data conversion, documentation, system interfaces, project management, training, and implementation including all costs related to the implementation of the solution.

Length of Project and Milestones

JCPS needs to have the system in place for district office staff to use no later than September 30, 2012. It is anticipated that the project will adhere to the following tentative timeline:

Issue RFP	February 1, 2012
RFP Questions Due	February 10, 2012
RFP Question Responses Supplied	February 15, 2012
RFP Responses due	February 29, 2012
RFP Evaluation	March 1-15, 2012
Submit Recommendation to Board	March 26, 2012
Vendor development/testing	April through July 2012
User testing/Q&A	August thru September 2012
'Go Live' date	September 30, 2012

3.0 General Feature Requirements

The system should:

- 3.1 Include a flexible and functional framework for managing, automating, maintaining and extending the student assignment process per the guidelines set forth by the Jefferson County Board of Education and the business processes thereof.
- 3.2 Include a robust, tested, and proven optimization engine (commercial or custom-developed) to allow the school district to define, implement, and sustain a controlled choice based student assignment process. The optimization engine should allow the use of weighted constraints/decision rules as defined by the Jefferson County Board of Education, in generating assignments. The constraints/decision rules would include (but not limited to) choice, siblings, proximity, capacity, and diversity.
- 3.3 Include a robust constraint/decision rule management engine and associated user interface(s) that would allow the school district to add/modify assignment constraints/decision rules.
- 3.4 Interface with the district's student information system as well as with other district systems to exchange and validate information.
- 3.5 Needs to have the ability to support and process 'wait lists'.
- 3.6 Include a user-friendly web-based management console that would allow central office staff to:
 - 3.6.1 Manage applications received by the district's online application system.
 - 3.6.2 Interface with the district's student information and/or the demographics system to validate applicant information.
 - 3.6.3 Allow "what-if" analyses so staff can conduct simulation with varying rules/constraints without affecting the production implementation.
 - 3.6.4 Initiate the student assignment simulation process.
 - 3.6.5 Adjust constraints/decision rules.
 - 3.6.6 Review results of the simulation.
 - 3.6.7 Notate exceptions on applications.
 - 3.6.8 Re-run the simulation for one or more (or all) applications.
 - 3.6.9 Validate the simulation to be compliant with the constraints/decision rules.
 - 3.6.10 Initiate manual override of simulation results based on pre-defined rules.
 - 3.6.11 Approve and finalize the assignment.
 - 3.6.12 Generate enrollment in the district's student information system for all approved assignments.
 - 3.6.13 Generate enrollment letters to be sent to parents.
 - 3.6.14 Review the applicant pool in various dimensions (for example, number of applicants choosing a particular school as their first choice) so as to facilitate the adjustment of constraints/decision rules.
- 3.7 Include a user-friendly data mining/reporting module with a dashboard that:
 - 3.7.1 Contains various reports including but not limited to applications, school choices, compliance, exceptions, overrides etc. (out-of-the-box reports) with drill-down capabilities where applicable.
 - 3.7.2 Provides a container to host district-developed reports.
 - 3.7.3 Incorporates indicators where applicable to pin point exceptions and allow drill-down to leaf-level detail.
- 3.8 Have robust error-handling, input validation, and be fault tolerant i.e. the ability to resume from a last-known error-free state.
- 3.9 Guarantee data integrity.
- 3.10 Follow database normalization rules across all database objects that support the application and incorporate best practices in all layers of the product (business, data and presentation).
- 3.11 Be compliant with standards such as SOX.
- 3.12 Include a configurable audit trail.
- 3.13 Include application programming interfaces (API) for use by any other district software that requires assignment information.
- 3.14 Not incorporate royalty-based or per-user based controls or features that would require the district to incur annual recurring expenses for such features.
- 3.15 Include extensive online help embedded in a context-sensitive manner.
- 3.16 The system should run managed code and work with SQL Server 2008 or above.

SPECIFICATIONS - Cont.

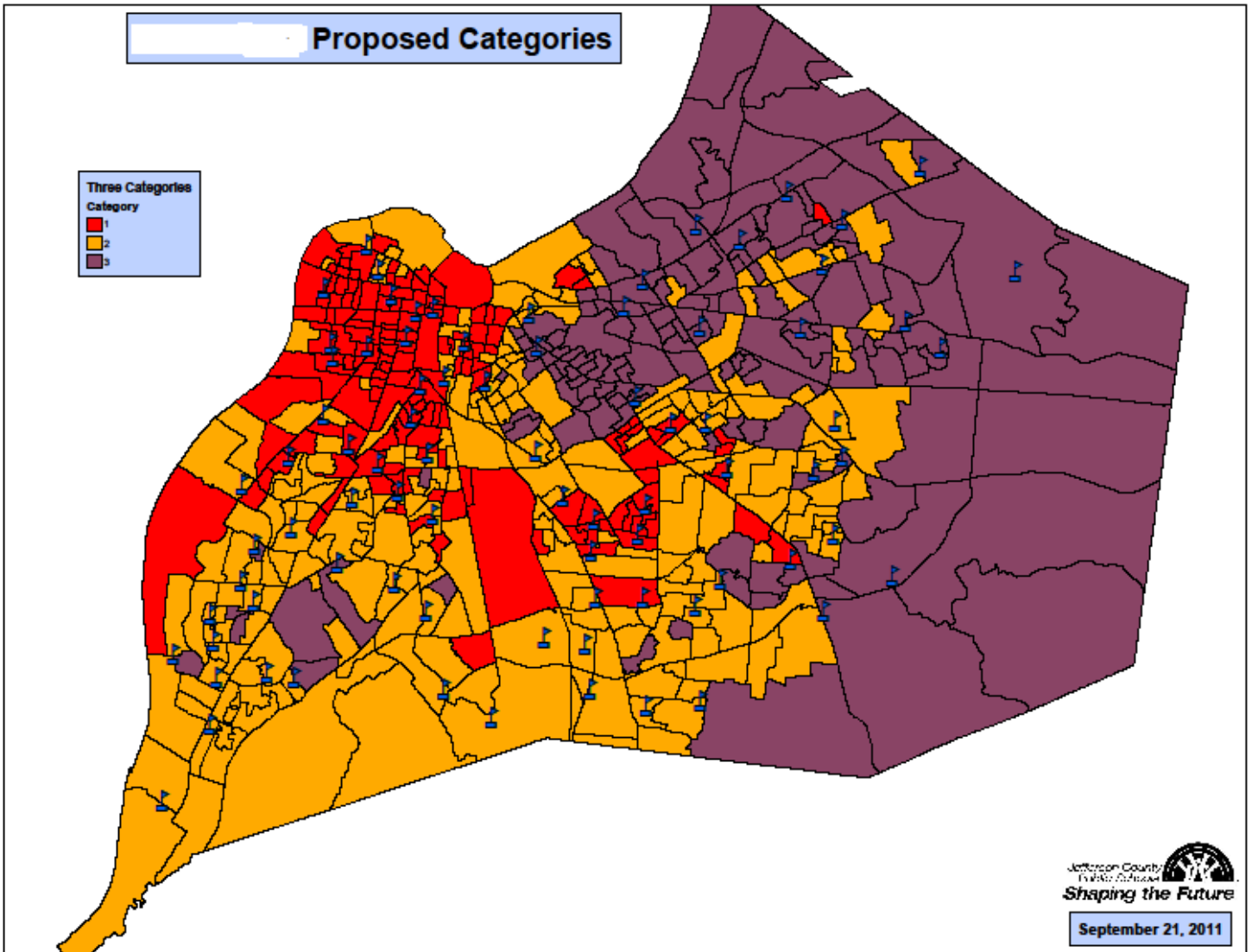
- 3.17 The system should run on Microsoft Windows Server/workstation grade operating system and IIS web server.
- 3.18 The system should use SQL Server Reporting Services for reporting.
- 3.19 The system should be scalable via the use of industry-standard practices like Hyper-V, Windows/SQL Server clustering as well as work with load-balancing devices.
- 3.20 The system should integrate with district's Microsoft Active Directory for authentication and authorization.
- 3.21 The system should include built-in connectors for importing data into the simulation engine from flat files, spreadsheets or other SQL Server databases.
- 3.22 The system will be implemented to run on district-provided hardware and network infrastructure and the vendor shall include appropriate hardware and infrastructure recommendation as part of the response.

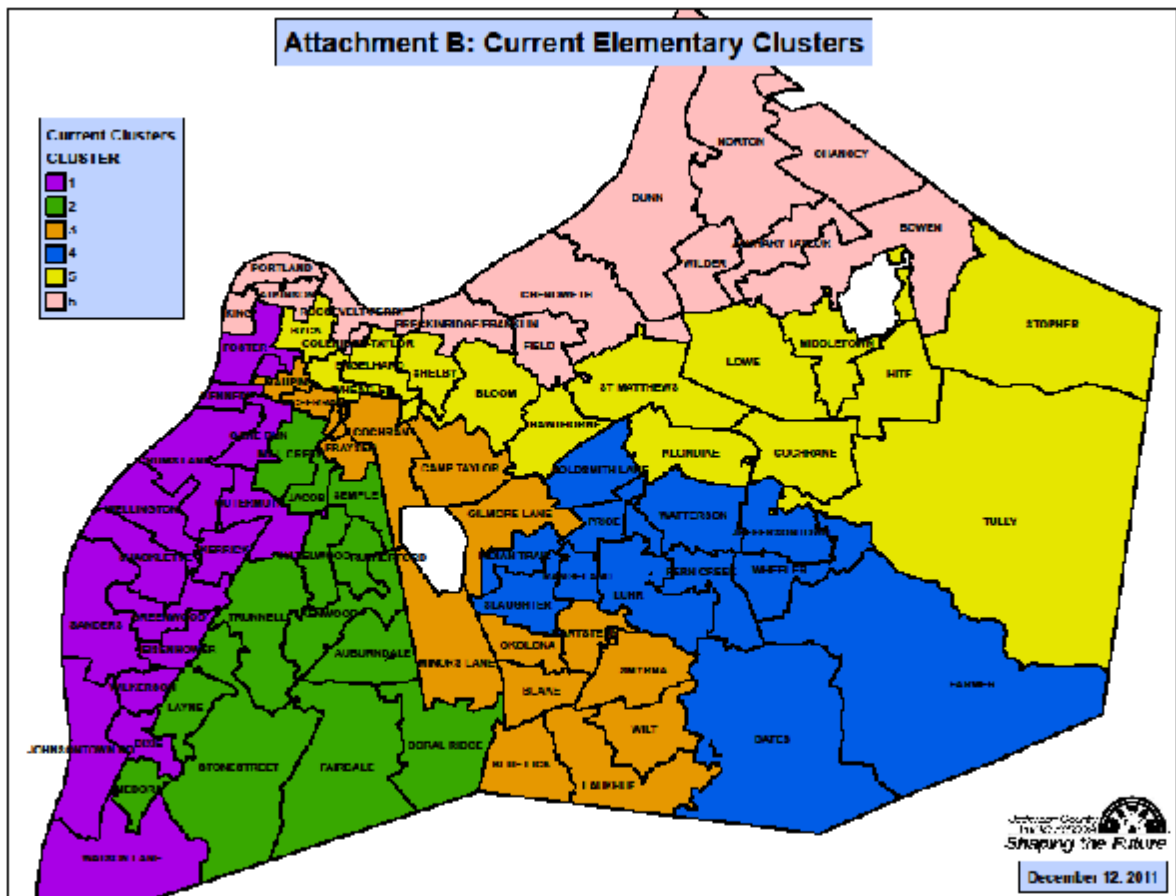
4.0 Support and Performance Requirements

- 4.1 All custom developed components should carry at least a 90-day post-implementation warranty.
- 4.2 There should be a testing and acceptance phase wherein all identified bugs are fixed.
- 4.3 Vendor shall provide a well-documented test plan for the district to use. Such a test plan should include appropriate tests to validate and verify the use-cases covering all aspects of the application.
- 4.4 Change request protocol and associated charges should be disclosed up front and agreed upon by both parties (i.e. JCPS and vendor).
- 4.5 A test/training area should be established separate from the production implementation for new users to train.
- 4.6 The vendor will assign a single point of contact for ongoing support.
- 4.7 Training manuals/videos should accompany the product.
- 4.8 Instructor-led product training should be included in the product offering.
- 4.9 Support hotline should be provided for at least 90-days post implementation and subsequent provision for the same will be contingent upon the purchase of a maintenance agreement.
- 4.10 Vendor shall provide a customer portal to allow JCPS to submit bugs and change requests and have the ability to monitor the progress of such requests.
- 4.11 JCPS will not support any expenses for meetings, travel, transportation or overtime for the vendor in performance of these expectations.
- 4.12 The vendor is expected to provide proper representation at meetings held as needed, particularly as they pertain to issues. Meeting may be in person or via telephone at the discretion of the district.
- 4.13 For an SaaS solution, all support requirements above must be in place for the length of the contract.

5.0 Vendor Expectations

- 5.1 A demonstrated, verifiable capability to provide services and to reliably maintain those services as described in this solicitation.
- 5.2 A company business and financial performance history consistent with stable and reliable operations over a multi-year period.
- 5.3 A history of providing products and services to members of the education industry, ideally at the K-12 levels.
- 5.4 An existing and stable staff which has demonstrated a record of customer service and have the skills needed to support the products and services outlined.
- 5.5 A solid project management methodology with a good track record of delivering on time. Vendor must provide a **detailed project plan** that describes all phases from project startup through implementation.
- 5.6 Customer **references** from 3 or more customers, preferably in the education sector.





Elementary School Clusters 2012-13

Cluster 1	Cluster 2	Cluster 3
Cane Run	Aubumdale	Blake
Crums Lane	Coral Ridge	Blue Lick
Dixie	Fairdale	Camp Taylor
Eisenhower	Hazelwood	Cochran
Foster	Jacob	Frayser
Greenwood	Kenwood	Gilmore Lane
Gutermuth	Layne	Hartstem
Johnsontown	Medora	Laukhuf
Kennedy	Mill Creek	Maupin
Kerrick	Rutherford	McFerran
Sanders	Semple	Minors Ln
Shacklette	Stonestreet	Okolona
Watson Lane	Trunnel	Smyrna
Wellington		Wilt
Wilkerson		
Cluster 4	Cluster 5	Cluster 6
Bates	Bloom	Atkinson
Farmer	Byck	Bowen
Fern Creek	Cochrane	Breckinridge-Franklin
Goldsmith	Engelhard	Chancey
Indian Trail	Hawthorne	Chenoweth
Jeffersontown	Hite	Coleridge-Taylor
Luhr	Klondike	Dunn
Price	Lowe	Field
Rangeland	Middletown	King
Slaughter	Shelby	Norton
Watterson	St. Matthews	Portland
Wheeler	Stopher	Roosevelt-Perry
	Tully	Wilder
	Wheatley	Zachary Taylor

Jefferson County Public Schools
2012-13 Elementary Student Assignment Application
Please print. Press hard. Writing must be visible on all pages.

Student and Household Information			
Student's Name: _____	Sex: _____	Date of Birth: ____/____/____	
<small>Last First Middle</small>			
Student's Address: _____			
<small>Street Apt. No. City State Zip Code</small>			
Student will be transported by: <input type="checkbox"/> Bus <input type="checkbox"/> Car <input type="checkbox"/> Walk <input type="checkbox"/> CEP			
Bus Pickup Address: _____		Drop Off Address: _____	
Current School: _____		2012-13 Grade Level: _____	
Parent/Guardian: _____ / _____		Parent/Guardian: _____ / _____	
<small>Name Relationship Name Relationship</small>			
Parent's/Guardian's Phone No.: _____			
<small>Home Phone No. Work Phone No. Cell Phone No.</small>			
Is the student Hispanic/Latino? <input type="checkbox"/> Yes <input type="checkbox"/> No Is the student from one or more of these races? (Check all that apply.)			
<input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African-American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White			
Student's Birth Country: _____		Student's First Language: _____	
Language Most Frequently Spoken by Student at Home: _____			
Language Most Frequently Spoken by Parent at Home: _____			
List other children in the home and the school they currently attend:			
Child's Name: _____	2011-12 Grade: _____	School: _____	
Child's Name: _____	2011-12 Grade: _____	School: _____	

Section I—Cluster School Choices		
Cluster 1		
Column 1	Column 2	Column 3
___ Cane Run	___ Eisenhower	___ Dixie
___ Crums Lane	___ Greenwood	___ Johnstontown Road
___ Foster	___ Gutermuth	___ Sanders
___ Kennedy	___ Kerrick	___ Watson Lane
___ Wellington	___ Shacklette	___ Wilkerson
The white and yellow copies of this form must be returned to one of the schools listed above.		

Section II—Optional/Magnet Programs and Magnet Schools	
To apply for an optional/magnet program or magnet school, complete this section.	Application Deadline: March 1, 2012
First Choice _____ / _____	Second Choice _____ / _____
<small>(School Code/Program Code)</small>	<small>(School Code/Program Code)</small>
For Traditional Applicants only: Does the applicant have a twin? Circle: Yes No Is the twin applying to the same school? Circle: Yes No A student is included in the random-draw list for a Traditional school/program or the Brown School only if the school/program is selected as the student's first choice. Traditional school/program assignments are based on the student's home address, and no preference is given for siblings. For additional information regarding optional/magnet programs and magnet schools, please read Section II of the Parent Instructions. You must mail the pink copy of this application by the application deadline to: Optional, Magnet, and Advance Programs Office, Jefferson County Public Schools, P.O. Box 34020, Louisville, KY 40232-4020.	

To ensure a cluster school placement, you must complete Section I—Cluster School Choices. To apply for an optional/magnet program or magnet school, you must **also** complete Section II—Optional/Magnet Programs and Magnet Schools. Carefully consider your choices. The District will attempt to accommodate the student's needs and interests. Falsifying information to gain entrance into a school will void your child's eligibility to attend that school. **The district cannot guarantee placement in a specific school.**

Notification of School Placement: May 1, 2012

Parent's/Guardian's Signature: _____ Date: _____

www.jcpsky.net

Equal Opportunity/Affirmative Action Employer Offering Equal Educational Opportunities



For Office Use Only			
Student I.D. No.: _____	Resides School: _____		
SAS No.: _____	Category: _____	Assigned School: _____	

P R O P O S A L F O R M
FOR
STUDENT ASSIGNMENT SIMULATION AND MANAGEMENT SYSTEM

TO: Ken Popplewell
Director of Purchasing
Jefferson County Public Schools
C. B. Young, Jr., Service Center
3001 Crittenden Drive
Louisville, KY 40209-1104

Attached to this pink form, offeror is to outline his proposal including (but not limited to) the information requested on the following pages.

NO COSTS ARE TO BE INCLUDED ON THE PINK FORMS. THE COSTS ARE TO BE LISTED ON THE GREEN FORMS.

THE PINK FORMS ARE TO BE SUBMITTED IN THE LARGE ENVELOPE FURNISHED WITH THIS PROPOSAL.

THIS PROPOSAL SUBMITTED BY:

*(Signature of Proposer)

(Name of Proposer - Print Legibly)

(Address of Proposer)

Date _____ Telephone _____

Area Code _____

(Name of Company)

NOTE: A facsimile signature must be initialed in ink.

* If this form is not signed bid **SHALL** be rejected.

RESPONSES

PROPOSAL NO. 3026

Provide an introductory letter giving a brief description of scope, limitations (operational and equipment), and the extent of what is to be proposed. The proposal must offer JCPS a suitable transition path from the current environment into the new environment and the respondent will be required to install, test, and train on all aspects of the proposed solution. To assist with review and evaluation, information in the proposal must follow the outline in this section.

Provide the following documentation:

1. Executive summary – information about your firm’s history, structure, organizational metrics, and qualifications.
2. Business financial performance information.
3. Experience and expertise.
4. Management support, including information about staff, project managers, performance quality assurances and risk management methodology.
5. Security, including policies, practices and standards as they relate to maintaining confidentiality of JCPS data, intellectual property, and confidential information.
6. Risks, describe what are anticipated to be the greatest risks to successful completion of the project, and ways to mitigate those risks.
7. Dispute resolution, describing your proposed dispute resolution methodologies.
8. Assumptions.
9. Services, materials, and equipment specifications.
10. Detailed project plan.
11. Staffing and resumes, including naming a person to function as a single point of contact for the management of this account.

C O S T S C H E D U L E F O R M
FOR
STUDENT ASSIGNMENT SIMULATION AND MANAGEMENT SYSTEM

TO: Ken Popplewell
Director of Purchasing
Jefferson County Public Schools
C. B. Young, Jr., Service Center
3001 Crittenden Drive
Louisville, Kentucky 40209-1104

These Cost Schedule Forms shall be used in submitting a quote for the services listed herein. Copies will be furnished upon request by the authority issuing the Contract Documents.

THE GREEN FORMS ARE TO BE SUBMITTED IN THE SMALL ENVELOPE FURNISHED WITH THIS PROPOSAL.

THIS PROPOSAL SUBMITTED BY:

*(Signature of Proposer)

(Name of Proposer - Print Legibly)

(Address of Proposer)

Date _____ Telephone _____

Area Code _____

(Name of Company)

NOTE: A facsimile signature must be initialed in ink.

The Proposer hereby acknowledges receipt of the following addenda:

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

(If none has been issued and received, insert the word, "none.")

* If this form is not signed bid **SHALL** be rejected.

IT IS OF VITAL IMPORTANCE THAT YOU RESPOND TO THIS INQUIRY.

The Jefferson County Board of Education needs confirmation from your company of your compliance and/or intent to comply with the Federal, State, Local, and Board regulations to Non-Discrimination on any and all contracts awarded by the Board of Education.

We also need to know if your company is a minority owned business.

Please complete the following inquiry:

**Is your company complying with
Federal regulation relating
to Non-Discrimination?**

YES ____ **NO** ____

**Is your company a minority
owned business?**

YES ____ **NO** ____

Name of Company _____

Address _____

_____ **Zip Code** _____

Signature _____

Typed Name _____

Official Title _____

C O S T S C H E D U L E F O R M

Notes: The bid shall be awarded to the highest evaluated offeror submitting a proposal meeting all specifications and conditions as outlined in this request for proposal.

Failure to provide all required information may subject your bid to rejection.

Bids must be typewritten or printed neatly in ink. If information cannot be easily determined, your bid shall be subject to rejection.

No alternate bids will be accepted. Only one bid per item will be accepted on this proposal.

	TOTAL PRICE
<u>OPTION NO. 1</u> - CUSTOMIZED SOLUTION FOR STUDENT ASSIGNMENT SIMULATION AND MANAGEMENT SYSTEM (PRICE TO INCLUDE SYSTEM DEVELOPMENT, SUPPORT, DATA CONVERSION, DOCUMENTATION, SYSTEM INTERFACES, PROJECT MANAGEMENT, TRAINING, IMPLEMENTATION, ETC. AS PER SPECIFICATIONS).	\$ _____
<u>OPTION NO. 2</u> - SOFTWARE AS A SERVICE (SaaS) SOLUTION FOR STUDENT ASSIGNMENT SIMULATION AND MANAGEMENT SYSTEM (PRICE TO INCLUDE SYSTEM DEVELOPMENT, SUPPORT, DATA CONVERSION, DOCUMENTATION, SYSTEM INTERFACES, PROJECT MANAGEMENT, TRAINING, IMPLEMENTATION, ETC. AS PER SPECIFICATIONS).	\$ _____
SOFTWARE AS A SERVICE (SaaS) SOLUTION ANNUAL SUPPORT COSTS.	\$ _____
TOTAL - OPTION NO. 2	\$ _____