****

|  |  |
| --- | --- |
| **REQUEST FOR PROPOSAL**  **SHAWNEE MISSION UNIFIED SCHOOL**  **DISTRICT NO. 512**  Return in sealed envelope to:  Shawnee Mission Unified Schools  Purchasing Department  **ATTN: BECKY COLLINS**  8200 W. 71st Street  Shawnee Mission, Kansas 66204  (913) 993-6434  **FAXED OR EMAILED RFP REPONSES**  **WILL NOT BE ACCEPTED** | Date: January 25, 2018 Proposal No. **18-005**  FOR: **PROFESSIONAL LICENSURE MANAGEMENT**  Proposals will be accepted until:  DATE: **FEBRUARY 6, 2018**  DAY: **TUESDAY**  TIME: **2:00 p.m.**  **Proposals will NOT be publicly opened at the above due time and date. Content of proposals will be available for review after contract award.** |

Any questions regarding proposal procedures should be directed to: Becky Collins via Email: [beckycollins@smsd.org](mailto:beckycollins@smsd.org).

**Please complete and return the attached Proposal Response Page with your response**. An authorized company representative should sign the “Response” page. Completion of this form is intended to verify that the offeror has submitted the proposal, is familiar with its contents and has submitted the material in accordance with all requirements.

One (1) original and one (1) copy, for a total of two (2) complete paper copies of the proposal, as well as two (2) electronic copies on flash drives, must be submitted on or before **2:00 p.m. Tuesday, February 6, 2018**.

**INCLUDE THE PROPOSAL NUMBER ON THE PROPOSAL AND SUBMITTAL ENVELOPES.**

**PROPOSAL RESPONSES MUST BE RECEIVED IN SEALED ENVELOPES.**

**PROPOSAL RESPONSES MAY NOT BE FAXED OR EMAILED.**

**GENERAL:**

Proposals are subject to the attached Terms and Conditions as written below.

# BACKGROUND INFORMATION

# Approximately 10 miles southwest of downtown Kansas City, Missouri, Shawnee Mission, Kansas is the second largest of 21 communities in prosperous Johnson County, Kansas and is the fourth largest city in the state of Kansas. SMSD is a public education system serving: Fairway, Lake Quivira, Leawood, Lenexa, Merriam, Mission, Mission Hills, Mission Woods, Overland Park, Prairie Village, Roeland Park, Shawnee, Westwood and Westwood Hills. SMSD is an award-winning school district known for its standard of excellence, high achievement, high graduation and attendance rates and recognition by both Standards & Poors and Forbes for its efficiencies and financial management.

* + - 1. SMSD currently has thirty ­three elementary schools, five middle schools, five high schools, one alternative education program facility, one early childhood center, multiple athletic complexes and support buildings.
      2. SMSD has 27,521 students as of the 2016-2017 school year and 4,355 employees. SMSD is the third largest district in the state of Kansas. Ever since 13 individual school districts unified in 1969 to become the Shawnee Mission Unified School District No. 512, the district has consistently ranked among the finest school districts in the nation earning praise locally, regionally, and nationally for its commitment to providing excellent educational programs and services for students. Vendors are encouraged to review PDF documents overviewing the district at [www.smsd.org](http://www.smsd.org/) under About SMSD.

**SCOPE:**

The Shawnee Mission School District seeks proposals for a **software management system for the purpose of tracking professional licensure.** Proposals must provide the District a full-service management system for tracking professional learning and licensure. Requirements must include but are not limited to the items below:

* **Software specifics –** a successful proposal must include a software for logging professional development hours, course creation tools, organize and manage certifications and clear and concise reports that are able to transfer data from the current Shawnee Mission School District Professional Learning Management System, must be easy to navigate, must allow outside users access, ability to report out on attendance and budget, ability to evaluate Professional Learning, talks to current teacher evaluation program, ability to create user friendly course catalogs for educators to choose from, ability to easily provide documentation for licensure.
* **Competitive Pricing** – a successful proposal must provide competitive pricing.
* **Training** – a successful proposal must provide the District and its teaching staff substantial ongoing training to ensure seamless transition to a new method of managing Professional Learning. Additionally, ongoing training would need to be available through online methods as well as yearly updates for new and interested staff members.

**SUBMISSION FORMAT**

The proposal must, at a minimum, address all mandatory and desired services, equipment, material, etc. Responses will fully describe how the services will be performed and any other information helpful in the decision-making process. Responses will include a pricing page/schedule.

**PROPOSAL CONTENTS**

Each proposal shall include a description of the type, technical experience, background, qualifications and expertise of the firm. Each proposal shall include as a format but not limited to the following:

* Executive Summary
* Table of Contents
* Identification of the Proposer
* Three (3) or more References
* Staffing Resources
* Fiscal Stability
* Insurance/Legal (proof of general liability insurance and financial institutions current line of credit statement)
* Experience and Technical Competence
* Proposed Software System
* Proposed Method to Accomplish Work to Implementation Plan
* Recommended Training Plan
* On-going Support and Maintenance
* Cost

The following criteria will be included along with the above for evaluation purposes in determining the best proposal.

* **Districts experience, if any, with proposer**.
* **Proposers direct experience in professional learning management system**.
* **Proposers experience in the State of Kansas**.
* **Proposers financial standing**.
* **Proposers ability to handle the work**

The district has approximately 2500 certified employees who require a professional learning management system.

**SPECIAL CONDITIONS:**

The District will look to make a transition in its professional learning management system for the 2018-2019 school year with training taking place over the summer 2018.

**TERMS AND CONDITIONS:**

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

**TERMS AND CONDITIONS APPLY TO ALL REQUESTS FOR PROPOSALS, HOWEVER, THESE MAY BE SUPERSEDED, WHOLE OR IN PART, BY THE SPECIAL REQUIREMENTS, INSTRUCTIONS, OR OTHER INFORMATION CONTAINED HEREIN. BE SURE YOUR PROPOSAL PACKAGE IS COMPLETE.**

## Proposal Completion:

Return to Purchasing, ONE (1) original, ONE (1) copy and TWO (2) flash drives of your complete proposal. An authorized company representative should sign the “Execution of Offer”. Completion of this form is intended to verify that the offeror has submitted the proposal, is familiar with its contents and has submitted the material in accordance with all requirements.

Offer:

Offers remain firm for 90 days or until bidder’s offer is accepted by SMSD, whichever is first. Any deviation must be conspicuously notated within this document. Acceptance shall be in the form of a SMSD purchase order or other formal written contract. Prices beyond acceptance of bidder’s offer shall be conditional on any additional terms, conditions and/or specifications as set forth herein.

## Addenda:

If specifications or terms are revised, the SMSD will issue an addendum addressing the nature of the change. Offerors must sign it and include it in the returned proposal package.

## Hold Harmless Agreement:

The Seller shall provide the standard patent infringement indemnity clause which shall hold and save the Board of Education and its officers, agents, servants, and employees, harmless from liability of any patented, or unpatented invention, process, article, or appliance manufactured, or use, in the performance of the contract, including its use by the Shawnee Mission School District.

## Silence of Specifications:

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposed.

## Supplemental Materials

Offerors are responsible for including all pertinent product data in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the proposal, must also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.

## Evaluation:

Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the District. It shall be based on all factors that have a bearing on price and performance of the items in the user environment. All proposals are subject to negotiations by the Purchasing Supervisor and other appropriate departments, with recommendation to SMSD School Board. Compliance with all requirements, delivery and needs of the using department are considerations in evaluating proposals. Pricing is **NOT** the only criteria for making a recommendation. A preliminary evaluation by SMSD will be held and appropriate proposals may be subjected to the negotiating process. Upon completion of the negotiations, SMSD will make an award. All proposals that have been submitted shall be available and open for public inspection after the contract is awarded except for trade secrets or confidential information contained in the proposals and identified as such.

## Inspections:

SMSD reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, SMSD can reject the offer as inadequate.

## Award:

SMSD reserves the right to award this contract on the basis of LOWEST AND BEST OFFER in accordance with the laws of the State of Kansas, to waive any formality or irregularity and to reject any or all proposals.

## Assignment:

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of SMSD

## Purchase Order and Delivery:

The successful offeror shall not deliver products or provide services without a SMSD Purchase Order, signed by an authorized agent of SMSD. Every tender or delivery of goods and/or services must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach that must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause for cancellation of the contract by SMSD without prejudice to other remedies provided by law. Where delivery times are critical, SMSD reserves the right to award accordingly.

## Termination:

SMSD reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which SMSD may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to SMSD’s satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified. Contracts entered into on the basis of submitted bids are revocable if contrary to law.

## Scanned or Re-Typed Response:

If in its response, offeror either electronically scans, re-types, or in some way reproduces the district’s published proposal package, then in the event of any conflict between the terms and provisions of the district’s published proposal package, or any portion thereof, and the terms and provisions of the response made by offeror, the district’s proposal package as published shall control. Furthermore, if an alteration of any kind to the district’s published proposal package is only discovered after the contract is executed and is or not being performed, the contract is subject to immediate cancellation.

## SPECIAL REQUIREMENTS/INSTRUCTIONS:

**WHERE THESE SPECIFIC REQUIREMENTS DIFFER FROM THE PRECEDING TERMS AND CONDITIONS, THESE SPECIFIC REQUIREMENTS WILL CONTROL.**

## Vendor Instructions:

On the first page of your proposal, after the cover sheet, indicate the name of the company submitting the proposal, give the complete mailing and physical address, include the name of names of the primary contact person or persons for proposal clarifications, together with their mailing address, job title, phone and fax numbers. Also, give the name of person or persons authorized to legally bind your company with an offer or negotiate contract terms including price. Provide their mailing address, job title, phone numbers, and fax numbers. This information is important and may need to be updated during the course of the proposal process.

The proposal may be incorporated into a contract that results from this RFP; vendors are cautioned not to make claims or statements that they are not prepared to commit to contractually. Failure by the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet proposed claims.

The vendor is expected to examine all documents, specifications, and instructions. Failure to do so will be at vendor’s risk.

Supplemental agreements, which the vendor must have executed, must be submitted signed with the original proposal. These agreements cannot change the requirements of the request for proposal document and are subject to review and amendment by the district’s legal advisor.

SMSD will not be liable for any costs incurred by the vendor in preparing a response to this RFP. Vendors submit proposals at their own risk and expense. SMSD makes no guarantee that any equipment, software or services will be purchased as a result of this request for proposal, and reserves the right to reject any and all proposals. All proposals and their accompanying documents will become the property of SMSD.

After an award is made, proposals are subject to review under the “Open Records Act”. To the extent permitted by law, vendors may request in writing non-disclosure of confidential data.

SMSD may initiate discussions with vendors, if deemed necessary. SMSD will begin negotiations with the lowest and most responsive offer.

Vendors may not initiate discussions. If negotiations are required, SMSD expects to conduct negotiating sessions only with vendor personnel who can contractually obligate the vendor with an offer.

If SMSD and the vendor are unable to agree to contract terms and/or cost details, SMSD reserves the right to terminate contract negotiations with that vendor and initiate contract negotiations with the next lowest and most responsive offer.

**RESPONSE PAGE:**

Offeror’s signature attests to your offer of providing the goods and/or services in this proposal according to the terms, conditions, and specifications contained herein. Contract is not valid until a Shawnee Mission School District Purchase Order is issued.

Company

Address

City State ZIP

Phone Fax

Email Address Website Address Tax ID #

AUTHORIZED SIGNATURE

PLEASE PRINT NAME Date

