



Des Moines Public Schools
Request for Proposal
RFP 6971

NOTICE TO BIDDERS

Des Moines Public Schools will receive sealed proposals for a Differentiated Learning System until 9:00 A.M., on April 14, 2014. They will be received by the District's purchasing agent at his office: 1915 Prospect Road, Suite 1200, Des Moines, Iowa 50310.

Bidders are requested to submit a signed original and an electronic copy. In addition to other requirements of this RFP, the proposal shall contain a cover letter and a completed Form of Proposal.

Inquiries regarding interpretation of this request and other questions shall be addressed to Mark Mattiussi via email: mark.mattiussi@dmschools.org.

Calendar of Events

Issuance Date	3/24/14
Inquiries Deadline	3/31/14
Due Date	4/14/14
Tabulations Completed	4/15/14
Review & Evaluation	4/28/14
Submitted for Board Approval	4/29/14
Anticipated Award	5/06/14

For a complete set of documents please visit our web site at:

www.dmschools.org/departments/operations/purchasing-central-stores/purchasing/open-proposals

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RFP 6971 Differentiated Learning System

I. INTRODUCTION

Des Moines Public Schools (District) is currently soliciting bids from interested parties for the purchase of a differentiated learning system. The District is seeking a web-based program that can provide students with text and activities differentiated to match their particular reading needs. The program would be used by middle and high school reading intervention and extension classes with the primary end users being students. Other District staff may also need levels of access in order to promote and improve usage to best serve the student's reading intervention needs.

II. BACKGROUND

The District is located in Des Moines, Iowa, the capital city of the state and employees approximately 5,000 teachers and staff. The District has over sixty two sites which include K-12 education, special education, operations and administration offices. It educates approximately 32,000 students annually and has provided education services for the past 100 years. The District student enrollment in 2013 was 32,062, demographics for that enrollment were: White 46.5%, Hispanic 22.6%, African American 17.2%, Mixed Race 6.3%, Asian 6.6%, Native American 0.4%, Pacific Islander 0.1%. The District calculates that 70.6% of their students receive free and reduced meals and that 16.3% of the students are English Language Learners while 15.5% of the student population is in Special Education programs.

III. GENERAL TERMS AND CONDITIONS

A. General

- 1) Bidders shall make all investigations necessary to thoroughly inform themselves regarding the delivery of services, materials and equipment as required by the solicitation. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying from the requirements of the District or the compensation to the Bidder.
- 2.) The terms and conditions of the Request for Proposal, the resulting contract(s) or activities based upon this Request for Proposal shall be construed in accordance with the laws of Polk County, Iowa. Wherever differences exist between Federal and State statutes or regulations affecting this procurement, interpretation shall be in the direction of that which is most beneficial to the interests of the District.
- 3.) Bidders are required to state exactly what they intend to furnish to the District via this solicitation and must indicate any variances to the terms, conditions, and specifications of this Bid; no matter how slight. If variations are not stated in the Bidder's Proposal, it shall be construed that the Bidder's proposal fully complies with all conditions identified in this bid.
- 4.) Bidders are advised that the District endorses the participation and utilization of local contractors in its purchasing effort. Accordingly, bid proposals of equal price and quality will be awarded to Bidders residing within the geographic area when available. This policy does not prohibit Bidders who reside outside of the area from participating in the purchasing process as long as these Bidders can offer quality products and services at competitive pricing.

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B. Clarification and Modifications

- 1.) Where there appears to be variances or conflicts between the General Terms and Conditions and the System Requirements outlined in this Bid solicitation, the System Requirements shall prevail.
- 2.) The apparent silence or omissions within this Bid solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only workmanship of first quality are to be used.
- 3.) If any Bidder contemplating submitting a proposal under this solicitation is in doubt as to the true meaning of the specifications, the Bidder must submit a written request for clarification to the District's Purchasing Agent by the date designated by the Calendar of Events by email @: mark.mattiussi@dmschools.org.
- 4.) The Purchasing Agent for the District will work with the authorized agent of the District to respond to all inquiries and will render an official interpretation of the question in writing. The District shall not be responsible for verbal interpretations offered by employees of the District who are not agents of the District's Purchasing Department. A list of all inquiries and responses will be posted online.
- 5.) The District shall issue a written addendum if substantial changes, which impact the technical submission of Proposals, are required. A copy of the addenda will be posted online at our website: www.dmschools.org .The Bidder shall certify its acknowledgement of the addendum by signing the addendum and returning it with their proposal. In the event of a conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

C. Pricing

- 1.) If the Bidder is awarded a contract under this Bid solicitation, the prices proposed by the Bidder shall remain fixed and firm during the term of the solicitation review and any subsequent contract; provided, however, that the bidder may offer incentive discounts from this fixed price to the District at any time during the contractual term.
- 2.) Bidders will neither include Federal, State nor applicable local excise or sales taxes in bid prices, as the District is exempt from payment of such taxes. An exemption certificate will be provided where applicable upon request.
- 3.) The Bidder, by affixing its signature to this proposal, certifies that its proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations offering a bid proposal for the same item(s). The Bidder also certifies their proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

D. Bid Preparation and Submission

- 1.) This document is a Request for Proposal. It differs from a Request for Bid in that the District is seeking a solution as described herein, not a bid meeting firm specifications for the lowest price. As defined by the American Bar Association Model Procurement Code, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, and availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award.

D. Bid Preparation and Submission

- 1.) The proposal evaluation criteria should be viewed as standards, which measure how well a proposer's approach meets the desired requirements and needs of the District.
- 2.) The proposal must be typed or legibly printed in ink, on the Form of Proposal supplied. The authorized agent of the Bidder must initial all corrections made by the Bidder in ink.
- 3.) Bid proposals must contain the signature of an authorized agent of the Bidder. If the Bidder's authorized agent fails to sign the proposal, it shall be considered a non-responsive offer and shall not be considered.
- 4.) Proposals should be as thorough and detailed as possible so that DMPS may properly evaluate the Bidder's capabilities to provide the required services.
- 5.) Unit prices shall be provided by the Bidder on their proposal. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- 6.) The Bidder must include all information and supplemental documentation required in conjunction with this proposal. If the Bidder fails to supply any required information or documents, its proposal shall be considered non-responsive and shall not be considered.
- 7.) The accuracy of the bid proposal is the sole responsibility of the Bidder. Bidder will not be allowed to make changes to their proposal after the date and time of the bid opening due to error by the Bidder.
- 8.) Information packages should not contain promotional or display materials unless specifically required in the system requirements section. Informational packages must address the requirements as explained to aid the evaluation. All questions posed by the request for proposal must be answered clearly and concisely.
- 9.) This solicitation does not commit the District to pay any cost incurred by the Bidder or any other party in preparation and / or submission of proposals or in making necessary studies or designs for the preparation thereof, nor is the District obligated to procure or contract for such services.
- 10.) The District reserves the right to waive any and all informalities in information packages if such waiver does not substantially change the offer or provide a competitive advantage to any bidder.
- 11.) To facilitate the evaluation of Bidder's proposal, Bidder is to number all pages of its proposal and provide tabs as indicated below.
 - a. **Tab # 1** **Qualification:** Provide responses to the inquiries.
 - b. **Tab # 2** **References:** Provide references as requested.
 - c. **Tab # 3** **System Requirements:** Address all areas detailed in the specifications and scope of services.
 - d. **Tab # 4** **Exceptions/Alternatives:** Detail any exception with this request.
 - e. **Tab # 5** **Form of Proposal:** Complete and sign the Form of Proposal.

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E. Conflicts of Interest

- 1.) It shall be understood and agreed that bid proposals submitted are offered independently of any other proposals.
- 2.) In the event that an independent contractor or firm in conjunction with the District developed this RFP, neither this contractor, nor its principals or subsidiaries, shall be allowed to submit a proposal for this solicitation.
- 3.) In the event that this proposal request requires consulting services which may ultimately lead to the purchase of other goods or services in the future, neither the selected consultant, nor its principals or subsidiaries, will be allowed to participate in the acquisition of these specific goods and services in the future
- 4.) Chapter 722 of the Code of Iowa provides that it is a felony to offer, promise or give anything of value or benefit to a person serving in a public capacity including a school district employee with intent to influence that employee's acts, opinions, judgment or exercise indiscretion with respect to the employee's duties. Section 68B.22 governs the solicitation and acceptance of gifts by public officials.

F. Modifications or Withdrawals of Bid Proposal

- 1.) Bids may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the bid opening. Each modification submitted to the District's Purchasing office must have the Bidder's name and return address and the applicable proposal number and title of the bid clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the District's Purchasing Department will be considered the valid modification. All requests for bid modifications must be signed by a duly authorized agent of the submitting company
- 2.) Bids may be withdrawn prior to the time and date set for the bid openings. Such requests must be made in writing on company letterhead and signed by a duly authorized agent of the submitting company.

G. Evaluation of Bid Proposal

- 1.) The District reserves the right to reject any and/or all bid proposals or parts thereof, to waive informalities or irregularities in the information packages, and to enter into such contract or contracts as shall be deemed in the *best interests of the District*.
- 2.) The District reserves the right to reject proposals or parts thereof for the following reasons:
 - a. The Bidder misstates or conceals any material fact in their Proposal.
 - b. The Bidder's proposal does not strictly conform to the law or requirements of the RFP.
 - c. The bid proposal does not include documents including, but not limited to, certificates, licenses, information or specification sheets, bonds, and/or samples, which are required for submission with the bid proposal in conjunction with the General Terms and Condition or The System Requirements.
 - d. The bid has not been properly executed by signature of an authorized representative of the Bidder.

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G. Evaluation of Bid Proposal

- 3.) A proposal may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the District upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the District.
- 4.) A proposal may not be accepted from, nor any contract awarded to, any person or firm, which has failed to perform faithfully any previous contract with the District, state or federal governmental agency for a minimum period of one (1) year after the previous contract was terminated for cause.
- 5.) A proposal may be rejected if the Bidder is currently under suspension or debarment by any local, state or federal government, and if the Bidder cannot so certify, then it shall submit along with the proposal a written explanation of why it cannot make such certification.
- 6.) A proposal may not be accepted from, nor any contract awarded to, any person or firm, which has pending litigation against the District on the date and time that the bid opens.
- 7.) The award will be made to the bid that best meets the needs of the District based upon the evaluation criteria. The District is not required to award the lowest cost proposal.
- 8.) The District reserves the right to:
 - a. Reject any and all bid proposals submitted by prospective Bidders.
 - b. Re-advertise this solicitation
 - c. Postpone or cancel the bid process for this solicitation
 - d. Determine the criteria and process whereby proposals are evaluated and awarded.

H. Selection Process

- 1.) The following criteria may be used to assist in selecting the successful contractor:
 - a. **Completeness:** Each response will be reviewed prior to the selection process for completeness and adherence to format.
 - b. **Evaluation Process:** The District will rely on its staff to formally evaluate each complete proposal. The evaluation process will objectively grade the proposal on their merit and responsiveness. The District will develop and employ a grading scale when evaluating proposals, the criteria will be the sole responsibility of the District.
- 2.) The District reserves the right to select the successful contractor based upon the original response as well as the results from the evaluation methodology the District chooses to pursue, in accordance with the District policy.
- 3.) Preliminary evaluations will be performed by the District's Purchasing and Teaching and Learning departments to determine if all the mandatory requirements have been met. Failure to meet the mandatory requirements may result in the proposal being rejected.
- 4.) Site visits *may* be required by District selected Bidders to clarify proposals. The selected Bidders will be asked to also provide an electronic copy of their presentation to be used by the District for additional staff review. The District will make every attempt to work with the selected Bidder(s) to schedule a date and time for each presentation agreeable to the Bidder(s). Failure to accept the District's invitation for a presentation may be grounds to reject the Bidder's proposal.

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I. Award of Contract

- 1.) Contract: The Board of Directors for the District shall award a contract to the successful Bidder. The General Terms and Conditions, The System Requirements, the Bidder's Proposal, written letters, addenda and the Purchase Order are collectively an integral part of the contract between the District and the successful Bidder.
- 2.) Selection shall be made of one or more Bidders(s) deemed to be fully qualified and best suited among those submitting proposals on the basis of the valuation of factors identified above. Negotiations shall be conducted with the Bidder(s) so selected. The District shall select the Bidder which, in its opinion, has made the best proposal, (*not necessarily the lowest cost provider*) and shall award the contract to that Bidder.
- 3.) It is the intent of the District to engage a single Bidder; however, DMPS reserves the right to award the business separately if deemed to be in the best interests of the District.
- 4.) Insurance Requirements: Successful Bidder shall submit to the District certificates of insurance, prior to beginning work under this contract and no later than ten (10) days after award of the contract.

All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Iowa, and acceptable to the District, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the District. The certificates of insurance shall list the Des Moines Public Schools as the additional insured for the specified project as outlined in this RFP.

The successful Bidder must provide evidence of insurance coverage for professional liability insurance to cover all of the areas for which they are submitting a proposal. This professional liability shall be written on claims made form with a retroactive date no later than the date of their proposed contract with the Des Moines Independent Community School District. The coverage shall be written with a limit not less than \$5 million for any one claim, with an aggregate not less than \$5 million for all claims in a policy period.

The successful Bidder must provide a statement saying that such coverage shall be written exclusively to cover the Des Moines contract or as an alternative guarantee that the aggregate has not already been impaired by other claims if this policy covers other activities and other services for other clients.

Other forms of insurance which must be maintained during the entire term of the contract and any extensions shall be of the following forms and limits:

<u>Forms</u>	<u>Limits</u>
Workers' Compensation	Statutory
Automobile Liability	\$1,000,000 Combined Single Limit
Commercial General Liability, (Including Contractual Liability & Products Completed Operations Coverage)	\$1,000,000 Combined Single Limit
Umbrella/Excess Liability	\$2,000,000

The establishment of minimum limits of insurance by the Des Moines Public Schools does not reduce or limit the liability or responsibilities of the successful Bidder.

I. Award of Contract

- 5.) Indemnification: The successful Bidder shall assume the entire responsibility and liability for any and all damages caused by or resulting from the negligent or willful unauthorized disclosure of any confidential information on the part of the successful Bidder, its subcontractors, agents or employees under or in connection with this contract. The successful bidder shall also, upon written demand by the District, assume and defend, at the successful Bidder's sole expense, any and all such suits or defense of claims alleging unauthorized disclosures of confidential information. Any negligent or willful unauthorized disclosure of confidential information on the part of the successful Bidder, its subcontractors, agents or employees under or in connection with this contract shall constitute a breach of the terms of this contract. The District may proceed by appropriate court action, including seeking injunctive relief, to prevent continuing unauthorized disclosures, and successful Bidder shall hold harmless and indemnify the District for court costs, litigation expenses and attorney's fees that it may pay or incur as the result of seeking to prevent or stop any and all unauthorized disclosures of confidential information.

The successful Bidder shall hold harmless, indemnify, and save the District, its officers, employees, and agents, from any and all liability claims, losses or damages arising or alleged to arise during the performance of the work described herein by reason of any act or omission of the successful Bidder or any of its agents, employees, or representatives. The indemnity applies to either active and passive acts or other conduct.

Award Requirements

- a. Successful Bidder shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, this contract including but not limited to Equal Employment Opportunity Commission (EEOC), the Occupational Safety, Health Act (OSHA), and Title I and Title II of the Americans with Disabilities Act (ADA) regulations. Bidders shall not be excluded from consideration for award in conjunction with this solicitation on the basis of race, color, creed, national origination, handicap or sex or be subjected to discrimination under any contractual award administered by the District.
- b. The Bidder shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation without prior written consent of the District.
- c. All employees of the Bidder shall be considered to be, at all times, employees of the Bidder under its sole direction and not an employee or agent of the District. The successful Bidder shall supply competent and physically capable employees in a number that is consistent with the bid requirements. Where required, employees shall be licensed and accredited. The District may require the successful Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on District property is not in the best interest of the District. In accordance with the District's policy regarding the use of tobacco and alcohol products and/or illegal drugs, no employee of the successful Bidder shall be permitted to use these substances when performing work on District property. The successful Bidder shall certify that all employees employed in support of this contract who have direct contact with students, which is defined to mean being in the presence of students during regular school hours or during school-sponsored activities, have not been convicted of (i) a felony; (ii) any offense involving the sexual molestation, physical or sexual abuse or rape of a child; or (iii) a crime of moral turpitude.

I. Award of Contract

- d. The Bidder will be responsible for the cost of all the equipment, accessories, labor, and materials in order to the work as detailed in the System Requirements.
- e. Award of this contract will be based on an item-by-item basis, group basis, or an aggregate basis; whichever method is most beneficial to the District. The method of award will be determined after bid proposals have been received and opened by the District and shall be primarily determined on the basis of the selection criteria detailed earlier.
- f. The names of all subcontractors known, or contemplated, shall be listed. The District may approve all subcontracts.

7.) Payment

- a. To be eligible for payment, all labor, equipment and materials covered under successful Bidders invoice must be completed and accepted by the District. The District agrees to make payments under this contract within forty five (45) days after receipt of a correct invoice for such payment. Where payment is made by mail, the date of postmark shall be deemed to be the date of payment.
Any amounts due the District under the terms of this or any other agreement may be applied against successful Bidder's invoices with documentation for the basis of the adjustment attached. In no event shall any interest penalty or late fee accrue when payment is delayed because of disagreement between the District and successful Bidder regarding the quantity, quality, time of delivery, or other noncompliance with the contract requirements for any product or service or the accuracy or correctness of any invoice.
- b. The successful Bidder shall submit to the District all invoices promptly upon completion of the requirements for installation, delivery, and acceptance of the products and services required under this contract. Invoices shall not include any costs other than those identified in the executed District purchase order awarding this contract or any subsequent change orders issued by the Purchasing Department. All shipping costs are the Bidder's responsibility, except to the extent such charges are identified in the executed District purchase order or change orders. The successful Bidder's invoices shall provide at a minimum:
 - Type and description of the product or service installed, delivered and accepted; Quantity delivered; Charge for each item
 - Extended total (unit costs x quantity)
 - This RFP number and / or the DMPS Purchase Order number
- c. Payment terms offering a "prompt payment discount" of 20 days or greater will be considered in the evaluation of proposals. All other payment terms shall be net forty-five (45) calendar days or greater.
- d. Special Educational or Promotional Discounts:
The successful Bidder shall extend any special educational or promotional sale prices or discounts immediately to the District during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

J. Termination or Cancellation

- 1.) In order to protect the vested interests the District, and to ensure the efficient utilization of dollars, successful Bidder shall comply with all contractual obligations contained in the General Terms and Conditions, Special Conditions and System Requirements. With respect to these obligations, the District will report any non-compliance issues to the successful Bidder for corrective action. Continued non-compliance by the successful Bidder shall be the District's justification for placing the Bidder's contract on probation status or termination.
- 2.) In the event that the successful Bidder defaults on its contract or the contract is terminated for cause due to performance, the District reserves the right to re-procure the materials or services from the next lowest Bidder or from other sources during the remaining term of the terminated/defaulted contract.
- 3.) In the case of termination, costs shall be prorated to the date of termination and the parties shall execute a settlement agreement to specify the terms. Failure to agree on a settlement is subject to arbitration.
- 4.) With the mutual agreement of both the successful Bidder and the District, upon receipt and acceptance of not less than thirty days written notice, the contract may be terminated on an agreed date before the end of the contract without penalties to either party.
- 5.) Either party may terminate the contract because of the failure of the other party to carry out the provisions of the contract. In such case, the party terminating the contract shall give thirty days' notice of conditions endangering performance and if after notice the offending party fails to remedy the violation of the terms to the satisfaction of the other party, the contract may be terminated.
- 6.) In the event the filing of a petition in bankruptcy by or against the successful Bidder, the District shall have the right to terminate the contract by providing fifteen days' notice of its intentions to terminate.
- 7.) If funds anticipated for these services do not become available for any reason, the District shall have the right to terminate the contract without penalty by giving not less than 10 days written notice documenting the lack of funding.

K. Severability

If for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

L. Bribery, Corruption and Gifts

Chapter 722 of the Code of Iowa provides that it is a felony to offer, promise or give anything of value or benefit to a person serving in a public capacity with intent to influence that employee's acts, opinions, judgment or exercise indiscretion with respect to the employee's duties. Section 68B.22 governs the solicitation and acceptance of gifts by public officials.

M. Disclosure of Information Content

The laws of Iowa require that at the conclusion of the selection process the contents of the information packages be placed in the public domain and be open for inspection by interested parties. The District will treat all information submitted by a Bidder as public information. The District's release of information is governed by Iowa Code chapter 22. Bidders are encouraged to familiarize themselves with chapter 22 before submitting a Bid. Bidders are advised that the District does not wish to receive confidential or proprietary information and bidders are not to supply such information except when it is absolutely necessary. Any request for confidential treatment of specific information must be included in a transmittal letter with the RFP. In addition, the Bidder must enumerate the specific grounds in Iowa Code Chapter 22 which support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. Pricing information cannot be considered confidential information. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the Bidder to respond to any inquiries by the District concerning the confidential status of the materials. Any Bid submitted which contains specific confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Failure to properly identify specific confidential information shall relieve District personnel from any responsibility if confidential information is viewed by the public, a competitor, or is in any way accidentally released. The District will notify bidders of requests for information and give them no less than ten (10) and no more than twenty (20) calendar days to seek an injunction to prohibit the dissemination of confidential information to the requested party, the Bidder(s) will be responsible for all costs associated with this action. Finally, identification of the entire Bid as confidential will be deemed as non-responsive and disqualify the Bidder.

N. Disposition of Information Packages

All Bids become the property of the District and shall not be returned to the Bidder at the conclusion of the selection process; the contents of all Bids will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code Chapter 22 or other applicable laws.

O. Audit or Examination of Contract

Bidder agrees that any authorized auditor, the Office of Auditor of State and where federal funds are involved, the Comptroller of the United States or a representative of the United States Government, shall have access to and a right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the bidder relating to the orders, invoices, or payment of this contract.

P. Copyrights

By submitting a bid, the Bidder agrees that the District may copy the bid for purposes of facilitating the evaluation of the bid or to respond to requests for public records. The Bidder consents to such copying by submitting a bid and warrants that such copying will not violate the rights of any third party. The District shall have the right to use ideas or adaptations of ideas that are presented in the bids.

Q. Release of Claims

By submitting a bid, the Bidder agrees that it will not bring any claim or cause of action against the District based on any misunderstanding concerning the information provided herein or concerning the District's failure to provide the Bidder with pertinent information as intended by this request for bid.



IV. COMPANY QUALIFICATIONS – (Tab 1)

Executive Summary: Please include an executive summary detailing your understanding of the requirements for this requests, as well as a brief (one – two paragraphs) outline on how your product / service will address those requirements.

Contact Information and Organizational Information

Contact information ▪ Name, Title and contact information of person able to enter into agreements for the firm. Include the name and telephone number of the person(s) in your company authorized to execute the proposed contract. Also please include the Name, Title and contact information for person responsible for questions related to this RFP.

Organizational Information ▪ Provide specific information concerning the firm in this section, state organization’s full name and address and identify parent company if the organization is a subsidiary. Specify the branch office or other subordinate element that will perform, or assist in performing. Indicate whether the organization operates as a partnership, corporation or sole proprietorship (public or private). Include the state in which bidder is incorporated or licensed to operate. Please include an organizational chart of the responsible personnel as it pertains to this project.

Qualifications and Experience:

Provide specific information in this section concerning the firm's experience with the product / services specified in this request. Relevant information includes, but is not limited to:

- Total number of years the firm has been in operation, general scope of services provided, and current principal area of expertise.
- Number of years the firm has been providing the proposed system to other government agencies.
- List of similar or comparable projects with client’s name (list projects in reverse chronological order beginning with the most recent and include project description, project initial budget, initial project cost, contracted cost, current cost and duration of the project). Full contact details to be provided as requested.
- Provide three (3) references; include entity name, address, and telephone number, contact person’s name and a brief synopsis of bidder’s product and/or service relationship. Two of these references should be from public entities of a similar size for which the bidder’s also provides similar services.(Complete Reference section Tab # 2 below)
- Detail all judgments, pending, or expected litigation or other real or potential financial reversals that might materially affect the viability or stability of the proposing organization or warrant that no such conditions exist.

The District may, at any time, investigate a Bidder’s ability to perform the work. The District may ask for additional information about a company and its work on previous contracts. Please be aware that the District may use sources of information not supplied by the Bidder concerning the abilities to perform this work. Such sources may include, for instance, current or past customers of the organization; current or past suppliers; articles from data processing, communications and related publications; articles from other published sources such as industry newsletters or from non-published sources made available to the District.

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V. REFERENCES – (Tab 2)

Please provide references of the last three installations of your product include a contact name, telephone number and email address. The demographics and complexity of these reference installations should be as similar to the District as possible.

1. Company Name: _____

Contact Name: _____

Telephone Number: _____

Email Address: _____

2. Company Name: _____

Contact Name: _____

Telephone Number: _____

Email Address: _____

3. Company Name: _____

Contact Name: _____

Telephone Number: _____

Email Address: _____

VI. SYSTEM REQUIREMENTS (Tab 3)

General Information:

The District is seeking a web-based program that can provide students with text and activities differentiated to match their particular reading needs. The program would be used by middle and high school reading intervention and extension classes with the primary end users being students. Other District staff may also need levels of access in order to promote and improve usage to best serve the student's reading intervention needs.

Objectives:

The District's objective is to improve the reading proficiency of all students. The secondary objective is efficient progress monitoring of students with demonstrated reading needs for the purposes of tracking student growth and need for additional intervention.

System Basics:

Des Moines Public Schools prefers a differentiated reading intervention software program with the following requirements:

- The program aligns to the Lexile framework.
- The program provides ample support for instructional approach by teachers.
- The program aligns to Common Core State Standards.
- The program includes support and frequent opportunity for writing.
- The program focuses on non-fiction text.
- The program supports instruction in many content areas, not just reading.
- The program is customizable in terms of reading topics.
- The program will be accessible beyond the school day (after hours, weekends, holidays)
- The program will function adequately on all common internet-capable devices and using all common internet browsers.
- The company will provide 24-hour technical support.

Des Moines Public Schools considers the following requirements mandatory:

- The application must be web-based.
- The program must allow students to move at their own pace
- The program must be stand-alone software (no books or additional materials required).
- Seats in the program must be reusable.
- The program must include frequent progress monitoring and assessment.
- A complete history of student's work and time spent on lessons must be viewable by the instructor or administrator.
- Reports in the software must indicate progress towards college and career readiness.
- The vendor should solely maintain the software and provide training for district teachers and administrators.
- The program must be usable in a variety of settings, class schedule configurations, and formats.
- A timeline detailing milestone events for the successful implementation for use by District personnel including any training.

The District's current technical environment

- The following technology standards are in place today, and it is expected that the solution is compatible with these standards:
 - Site Based Windows Server 2008 R2
 - Client Based Windows 7.0 Minimum
 - SQL Database 2008 R2
 - Internet Explorer 9.0 or Mozilla Firefox browsers
 - Proven live integration / interface with Infinite Campus
 - Confirmation of compatibility with each of the “technology standards” listed above. If not compatible, please list any exceptions.
 - Compatibility with non-Windows based platforms, specifically if the software will function on iPhones, iPads and other mobile and tablet devices
- Completely Web based and browser driven requiring no remote clients
- WPAD Compliant
- Vendor hosted and web delivered via the internet as an ASP



VIII. FORM OF PROPOSAL – (Tab 5)

Cost of Service: *The proposal shall clearly state all of the costs associated with the project. Bidder is required to detail all costs no additional costs will be accepted post award. Cost should be net of any and all discounts or promotional pricing.*

System Costs:

First Year	\$ _____
Second Year	\$ _____
Third Year	\$ _____

Professional / Misc Costs:

Consulting Services	\$ _____
Professional Services	\$ _____
Warranty	\$ _____
Miscellaneous	\$ _____
Total	\$ _____

Grand Total First Year \$ _____

Street Address _____

City / State/ Zip _____

Authorized Representative Signature _____

Representative Name (print) _____

Contact Phone Number _____

Contact Fax Number _____

Contact Email Address _____

ALSO SUBJECT TO THE TERMS AND CONDITIONS AS FOUND ON THE DMPS WEBSITE www.dmschools.org. THIS FORM AND EACH ADDITIONAL FORM OF PROPOSAL, IF ANY, MUST BE SIGNED. BY SIGNING THIS DOCUMENT THE BIDDER UNDERSTANDS AND AGREES TO COMPLY WITH ALL PROVISIONS AND REQUIREMENTS AS DETAIL IN THIS REQUEST FOR PROPOSAL, UNLESS NOTED IN THE EXCEPTIONS TAB. THEY AGREE TO PROVIDE ALL PRODUCTS AND SERVICES AS DEFINED IN THE SCOPE OF SERVICES AND THE TERMS AND CONDITIONS AS SPECIFIED IN THIS DOCUMENT. BIDDER AGREES TO COMPLY WITH ALL LOCAL, STATE AND FEDERAL LAWS. THE BIDDER ASSURES TO THE BEST OF THEIR ABILITY THAT ALL INFORMATION SUBMITTED IS ACCURATE AND WAS SUBMITTED WITHOUT COLLUSION WITH ANOTHER PARTY. BY SIGNING THIS PROPOSAL THE SIGNATORY CERTIFIES LEGAL AUTHORITY TO BIND THE PROPOSING ENTITY TO THE PROVISIONS OF THIS PROPOSAL AND ANY CONTRACT AWARD PURSUANT TO IT. BY SIGNING THIS DOCUMENT, THE BIDDER DECLARES THERE ARE NO CONFLICTS OF INTEREST BETWEEN THE BIDDER AND THE DISTRICT. FURTHERMORE THE BIDDER CERTIFIES THAT NEITHER THEY NOR THEIR SUBCONTRACTORS HAVE EVER BEEN DISBARRED BY ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL AGENCY.