



**KANSAS CITY KANSAS PUBLIC SCHOOLS**  
**REQUEST FOR PROPOSALS**

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**RFP 19-036**

**WEB BASED ASSESSMENT AND  
DATA REPRESENTATION PLATFORM**

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**Questions Due:** December 13, 2019 at 4:00 PM CST  
**Bids Due:** December 19, 2019 at 2:00 PM CST  
**Public Opening:** December 19, 2019 at 2:00 PM CST

**Submit To:** Kansas City Kansas Public Schools  
Purchasing Department  
2010 N. 59<sup>th</sup> Street, Room 370  
Kansas City, KS 66104

**Attention:** Wayne C. Correll  
Director of Purchasing

Number of Copies Required: Five (5) bound copies marked "Copy", one (1) unbound original marked "Original" and one (1) flash drive, in PDF format, which contains the Vendor's entire response. Each original and copies are to have the appropriate tabs.

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**INCLEMENT WEATHER OR EMERGENCY**

IF THERE IS A BUILDING CLOSING THE DAY OF THE OPENING OF PROPOSALS DUE TO INCLEMENT WEATHER OR AN EMERGENCY, THE OPENING OF PROPOSALS WILL OCCUR AT 2:00PM (CENTRAL) THE NEXT BUSINESS DAY THE DISTRICT IS OPEN.

## PROPOSAL EVALUATION CRITERIA

| CATEGORY                               | QUESTION OR INFORMATION REQUESTED   | Max Points Available | Reviewer's Score |
|--|---|----------------------|------------------|
| <b>A. FEE PROPOSAL</b>                 | Vendor shall provide a Total Cost of Ownership Analysis based on anticipated volume with PD and Reporting included. (This should be broken down separately to show the cost of each service).   | 15                   | /                |
|  | Is the vendor's proposed price reasonable?  |                      |                  |
| <b>B. EXPERIENCE</b>                   | Vendor must be regularly engaged in this type and scope of product and services required by the specifications.   | 15                   | /                |
|  | Vendor must demonstrate that it is currently providing the type and scope of the products and services required by the specifications on projects with the size and complexity of KCKPS.  |                      |                  |
|  | Vendor must hold and provide current licenses, certifications, authorizations, and training certificates necessary for the performance of services required by KCKPS.   |                      |                  |
|  | Comply with all applicable standards, rules and regulations in the State of Kansas pertaining to the scope of work, and any and all deliverables provided   |                      |                  |
|  | Vendor will provide in detail their capacity to perform the assessment software integration and item writing work.  |                      |                  |
| <b>C. QUALITY OF PROPOSED SOLUTION</b> | Evaluating the proposed products and services compared to KCKPS needs, ease of implementation, quality of product, production requirements, user friendly, training, instructional materials, and the relevant factors regarding the proposed solution.           | 45                   | /                |
|  | Vendor to provide training on-site and/or train-the-trainer model training. Platform should have built-in help and how-to-videos and documentation  |                      |                  |
|  | Provide the ability for accommodation supports; built-in supports for English Language learners, students with disabilities and other students with special needs or considerations and the ability to challenge high ability learners.                           |                      |                  |
|  | Ability to track student mastery aligned to the Kansas Curricular Standards through both pre-built, reliable and valid formative and summative assessments. Ability to create, schedule and administer K-12 district, school and classroom benchmark assessments. |                      |                  |
|  | Ability to administer a Universal Screener aligned to Kansas Curricular Standards for the purpose of identification of students for intervention.   |                      |                  |
|  | Ability for teachers and other district staff to create formative and summative assessments aligned to Kansas Curricular Standards from a high-quality item bank, administer to students and view results in a graphic format.                                    |                      |                  |

| CATEGORY                     | QUESTION OR INFORMATION REQUESTED  | Max Points Available | Reviewer's Score |
|------------------------------|--|----------------------|------------------|
| <b>D. PROJECT MANAGEMENT</b> | Vendor must provide a timeline of project implementation as well as a breakdown of services provided.  | 25                   |                  |
|                              | Vendor must outline any additional information that KCKPS should be aware of in regard to outlined desires, and what we may have missed or need for full implementation and desired utilization. |                      |                  |
| <b>TOTAL POINTS</b>          |  | 100                  |                  |

## 2.0 SCOPE OF WORK AND OTHER REQUIREMENTS FOR RFP

### 2.1 Intent

KCKPS is currently accepting proposals to solicit interest from qualified firms and/or individuals for academic and testing support through student assessment software. Qualified firms and/or individuals will be selected through a competitive, quality-based, fair and open process at the sole discretion of KCKPS.

In order to meet the needs of Kansas City Kansas Public Schools, it is necessary for the successful Vendor to provide this service and support at the best and lowest cost.

### 2.2 Scope of Work:

#### Vendor Requirements

##### Section 1 – Introduction and Executive Summary

An executive summary should be prepared describing the major facts or features of the proposal, including any assumptions and recommendations based on experience as an item provider. The provider should also indicate how long it has been in business and how long it has worked in provision of test items.

##### Section 2 – Experience and Past Performance

The On-Line Assessment Tool provider will provide a brief description of their company and its history and how it relates to the provision of test items for purchase. The provider will provide examples of documentation from at least one (1) previous client that had a successfully implemented contract within the last three years, as well as a list of past contracts that qualifies them to undertake the provision of test items. The provider will also provide in detail the capacity of the firm to perform the assessment software integration and item writing work.

### **Section 3 – Project Approach**

Provide a description of how your firm proposes to accomplish the assessment software integration to pilot by March 15, 2020 with full integration by July 1, 2020 and itemize writing work including approaches used with previous or current clients. Explain how your firm proposes to manage requests to edit or refine items that do not meet KCKPS quality standards.

### **Section 4 – RFP Assessment Requirements**

1. Ability to track student mastery aligned to the Kansas Curricular Standards and National Content Standards through both formative and summative assessments. The Kansas Curricular Standards is a requirement. National Content Standards including NGSS and Common Core would be an additional feature.
2. Ability to create, schedule and administer K-12 district, school and classroom benchmark assessments.
3. Provide a Universal Screener that can be used across K-12 for identification of students for intervention.
4. Ability for teachers and other district staff to create formative and summative assessments aligned to Kansas Curricular Standards from a high-quality item bank, administer to students and view results in a graphic format.
5. Provide the ability to maintain historical data across school years.
6. Provide the ability for accommodation supports; built-in supports for English Language learners, students with disabilities and other students with special needs or considerations and the ability to challenge high ability learners.
7. Allows for auto-scrambling of assessment items and answer choices.
8. Items on tests may be aligned to standards/competencies from multiple standards/competency sets or within same standard/competency set.
9. Supports automatic test rescoring once test administrator has made an edit in draft or published form.
10. Supports test-taking strategies and features including highlighting, flagging, answer choice cross-out, test summaries, item status and pause features. Test summaries are the same as assessment review which shows how many answered, in progress, flagged, etc. before submitting the test.
11. Auto-saves student's online assessments after each question to avoid loss of work.
12. Lock-down function so students cannot access other sites while taking the test.

13. Ability to define cut scores for each assessment for reporting and student grouping.
14. Ability to import student roster information seamlessly and nightly from Infinite Campus.
15. Deliverable using web-based technology that supports industry standard web browsers and should not require the installation of browser add-ons.
16. Allow for rubric scoring.
17. Produce an export file (in CSV format).
18. Must work well with various electronic devices including but not limited to Chromebooks, Microsoft products, and Apple products.
19. Assessment Bank aligned to the Kansas Curricular Standards.
20. Built in data representations in a dashboard format.
21. The ability to import third party data into dashboard representations.
22. Comply with all applicable standards, rules and regulations in the State of Kansas pertaining to the scope of work, and any and all deliverables provided.
23. Must be a vendor-hosted, software-as-a-service application that does not require local installation or maintenance. All program maintenance, updates, and upgrades must be included at no additional cost for the license term.
24. The vendor must provide unlimited customer service and technology support at no additional cost.
25. The program platform/interface must provide multi-level security and permissions for system administration, teaching staff and students.
26. Provides parent portal functionality and ability for parents to access students' performance.
27. Vendor to provide training on-site and/or train-the-trainer model training. Platform should have built-in help and how-to-videos and documentation.
28. Vendor must outline any additional information that KCKPS should be aware of in regards to outlined desires, and what we may have missed or need for full implementation and desired utilization.

## ATTACHMENT A – USD 500 STANDARD TERMS AND CONDITIONS

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

19. SELLER'S INVOICE: Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.
20. TAX EXEMPT: U.S.D. 500 is exempt from Federal, State and local taxes by KS-FZLEKBLQ. Sites of all transactions under the order(s) that shall be derived from this bid request shall be deemed to have been accomplished within the State of Kansas.
21. SAFETY: All practices, materials, supplies and equipment shall comply with the federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
22. DISCLAIMER OR LIABILITY: U.S.D. 500 will not hold harmless or indemnify any bidder for any liability whatsoever.
23. TERMINATION RIGHTS: KCKPS shall have the right to terminate/cancel the Agreement for its convenience and without penalty upon thirty (30) days prior written notice to the Contractor.
24. HOLD HARMLESS: The Contractor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

NO MUTUAL INDEMNIFICATION:

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

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

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

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

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

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

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

- (6) Any and all companies providing insurance required by this contract shall meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the certificate of insurance.

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

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

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

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

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

|                                 |                           |
|---------------------------------|---------------------------|
| Worker's Compensation.....      | Statutory                 |
| <u>Employer's Liability</u>     |                           |
| Bodily Injury by Accident ..... | \$1,000,000 each accident |
| Bodily Injury by Disease.....   | \$1,000,000 each employee |
| Bodily Injury by Disease.....   | \$1,000,000 policy limit  |

**C. Comprehensive General Liability Insurance**

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

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

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

**D. Automobile Liability Insurance**

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

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

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

**E. Commercial Crime insurance (when applicable)**

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

- 26. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- 27. **ANTI-DISCRIMINATION CLAUSE:** No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color handicap, sex, national origin, or religious creed.
- 28. **BID BOND/PERFORMANCE BOND (Applicable to Construction/Remodel/Repair Projects, Unless Waived by the District)**
  - A. Each proposal must be accompanied by a certified or cashier's check, or a bid bond in the amount of five percent (5%) of the Contractor's total bid.
  - B. A Performance Bond and a Material and Labor Payment Bond in amounts equal to one hundred percent (100%) of the contract price shall be furnished by the successful bidder. Bonds shall be issued by a surety acceptable to the Board.
- 29. **DISQUALIFICATION:**
  - A. The Director of Purchasing may, at her/his sole discretion, disqualify a bidder for one or any combination of the following reasons:
    - 1. Bidder's product does not meet the specifications or bid conditions of the solicitation;
    - 2. Bidder's tendered bid is not received on the District's bid form;



3. Bidder's tendered bid is not signed;
  4. Required bid bond is not furnished at time of bid opening;
  5. Failure to comply with bid instructions, terms and conditions that are judged to be essential to the competitive process and in the best interests of the District.
    - B. Disqualification of bidders on future bids may be considered for any one or combination of the following reasons:
      1. Refusal of the bidder to complete a contract or bid;
      2. Bidder's past history of late deliveries or partial/incomplete shipments,
      3. Bidder's products or services have proven unreliable, unworkable or have not accomplished the result requested in the District's specifications.
30. SUPPLIER DIVERSITY: The Kansas City Kansas Public Schools encourages supplier diversity and participation of MBE/WBE/DBE designated businesses. However, such participation will not result in any selection or scoring advantage in the bid evaluation process.
- 31. INCLEMENT WEATHER / EMERGENCY:**  
**IF THERE IS A BUILDING CLOSING THE DAY OF THE OPENING OF PROPOSALS DUE TO INCLEMENT WEATHER OR AN EMERGENCY, THE OPENING OF PROPOSALS WILL OCCUR AT 2:00PM (CENTRAL) THE NEXT BUSINESS DAY THE DISTRICT IS OPEN.**