



UNIFIED SCHOOL DISTRICT NO. 500

RFP No. 23-019

**REQUEST FOR PROPOSALS
FOR A COMPREHENSIVE CUSTOMER SERVICE SOLUTION**

Schedule*

Request for Proposals Issued: December 6, 2023
Deadline for Firms to Submit Questions: January 5, 2024 @ 5:00 PM
District to Respond to Questions: January 12, 2024
Deadline for Submittal of Responses: January 23, 2024 @ 10:00 AM

*Subject to change

REQUEST FOR PROPOSALS FOR COMPREHENSIVE CUSTOMER SERVICE SOLUTION

1. BACKGROUND

Unified School District No. 500 ("**District**") is an urban district located in Wyandotte County, Kansas, with an enrollment of approximately **23,000** students in twenty-eight (28) elementary schools, seven (7) middle schools, and five (5) high schools. There are 61 buildings in total in the district. An additional number of students participate in alternative schools and adult education classes.

The District is requesting the submission of proposals ("**RFP**") from qualified firms, partnerships, corporations, associations, persons, or professional organizations ("**Firm(s)**") for a **Comprehensive Customer Service Solution** to assist the District in unifying and managing multiple input channels to create a seamless, efficient, and effective communication and engagement experience for all stakeholders.

"**Firm**" includes any companies (including partnerships, corporations, or sole proprietorships) that the Firm has acquired an ownership interest in (in whole or in part) or merged with during the past five (5) years.

2. GENERAL INFORMATION

Firms that intend to submit a response to the RFP ("**Response(s)**") must be:

- Insured; and
- Licensed professional

The District reserves the right to contract with any or multiple Firms, to reject any Response to this RFP as non-responsive, and not to contract with any Firm for the services described herein.

3. INSTRUCTIONS

Responses. Interested Firms must submit a total of six (6) copies of your **Response (one marked "Original")** in a sealed envelope marked...

"RFP#23-019 – **COMPREHENSIVE CUSTOMER SERVICE SOLUTION – [Firm Name]**"

addressed to:

**Unified School District No. 500
Attn: Wayne Correll, Director of Purchasing
2010 N. 59th Street, Room 370
Kansas City, Kansas 66104**

ALL RESPONSES MUST BE RECEIVED NO LATER THAN 10:00 AM (Central) on January 23, 2024. No corrected or resubmitted Responses will be accepted after the above deadline. **Any Responses submitted after the deadline will be deemed non-responsive and will not be opened.**

4. QUESTIONS

Questions. Questions regarding this RFP shall be directed to Wayne Correll by email at:

wayne.correll@kckps.org ("Point of Contact"). All questions must be submitted by **January 5, 2024 @ 5:00 PM Central**. Specify "RFP 23-019 Questions COMPREHENSIVE CUSTOMER SERVICE SOLUTION – [Firm Name]" in the subject line. Responses to all questions received will be posted on the District's website by addendum by January 12, 2024.

Questions via phone calls, or other modes of communication other than e-mail or through the online portal, will not be considered and may be grounds for disqualification.

5. MANDATORY QUIET PERIOD

From the date of issuance until the RFP process is completed, any interested Firm and/or their agent or representative, shall not communicate with any District administrator, staff member, member of the Board of Education, or District consultant regarding this RFP. All communications must be transmitted to the Point of Contact named herein. Any interested Firms violating the communications prohibition may be disqualified at the District's discretion.

6. SCOPE OF SERVICES & QUALIFICATIONS

The District intends to select one (1) Firm based on qualifications and demonstrated competence, to provide the services described as follows, and more fully described In Attachment 2 to the form of Agreement for Consulting Services for Development of a **Comprehensive Customer Service Solution** attached hereto as Attachment 1 ("**Agreement**") (collectively, "**Services**").

7. CONTENT OF RESPONSES

Each Firm's Response must be consecutively numbered on each page and must include the following information, using the following outline structure, except as may be otherwise directed. The Firm's Response shall be no longer than seventy-five (75) pages, inclusive of resumes, forms, and pictures, and tabbed according to the numbering system reflected below. Responses must be concise, well organized, and demonstrate the Firm's qualifications, and shall be formatted as outlined below.

- 7.1. **Letter of Interest.** A dated Letter of Interest must be submitted, including the legal name of the Firm(s), address, telephone, and fax numbers, and the name, title, and signature of the person(s) authorized to submit the Response on behalf of the Firm. The Letter of Interest should provide a brief statement of Firm's experience indicating the unique background and qualities of the Firm, its personnel, and its sub-consultants, and what will make the Firm a good fit for work in the District.
- 7.2. **Table of Contents.** A table of contents of the material contained in the Response should follow the Letter of Interest.
- 7.3. **Executive Summary.** The executive summary should contain an outline of the Firm's approach, along with a brief summary of the Firm's qualifications.
- 7.4. **Proposed Personnel/Firm Team.** Include resumes of key personnel who would be performing Services for the District. Specifically, define the role of each person and outline his or her individual experience and responsibilities. Indicate personnel who will serve as primary contact(s) for the District. Indicate Firm's and personnel's availability to provide the Services.
- 7.5. **Firm Information.** Provide a comprehensive description of the **Comprehensive Customer Services Solutions** offered by the Firm. The description should include the following:

- 7.5.1. Provide a brief history of the Firm, and, if a joint venture, of each participating entity. Identify legal form, ownership, and senior officials of company(ies). Describe number of years in business and types of business conducted.
- 7.5.2. Provide Firm's contact information and email address to send Firm notifications pursuant to this RFP.
- 7.5.3. Describe in detail all services provided by the Firm and describe how the Firm intends to accomplish the Services.
- 7.5.4. Describe the Firm's philosophy and how the Firm will work with the District staff to perform the Services.
- 7.5.5. Provide a statement of the Firm's financial resources and insurance coverage. Include a certification of correctness of the Firm's statement of financial resources.
 - 7.5.5.1. Provide a statement of ALL claims filed against the Firm in the past **five (5) years**. Briefly indicate the nature of the claim and the resolution, if any, of the claims.
 - 7.5.5.2. Include letters of reference or testimonials, if available. The Firm should limit letters of reference or testimonials to no more than ten (10).
 - 7.5.5.3. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the District in understanding the Firm's qualifications and expertise.

7.6. Legal Issues.

- 7.6.1. Have any of the Firm's contracts to provide services similar to the Services in this RFP been terminated for cause within the past five (5) years? If so, please describe why the contract was terminated for cause.
- 7.6.2. Is there now pending against the Firm, or any of its employees, any legal action in connection with any services provided by the Firm similar to the Services in this RFP? If so, please describe such pending action.
- 7.6.3. Have there been any settlements or judgments involving such actions? If so, please describe each settlement or judgment, including the nature of the action and the amount of recovery.
- 7.6.4. Has the Firm, or any of its employees, ever been subject to litigation or an administrative enforcement action in connection with services provided by the Firm similar to the Services in this RFP? If so, please describe each such action, including its status.

7.7. Prior Relevant Experience.

- 7.7.1. [Intentionally Omitted]
- 7.7.2. Identify established methods and approaches utilized by your Firm to successfully meet

deadlines and provide examples demonstrating effective use of stated methods and approaches.

7.7.3. Identify ALL K-12 projects performed by the Firm in the past **five (5) years**. Limit response to no more than the **ten (10) MOST RECENT** projects. Identify how your Firm handled challenges to developing Comprehensive Customer Service Solutions for other K-12 districts. Please include the name of the district, contact person, contact information, a description of services provided, and dollar value of each project.

7.8. Additional Data. Provide additional information about the Firm as it may relate to Firm's Response. This can include letters of reference or testimonials.

7.9. Conflicts of Interest. If applicable, provide a statement of any recent, current, or anticipated contractual obligations that relate in any way to similar work, or Services, or the District that may have a potential to conflict with the Firm's ability to provide the Services described herein to the District. Firms cannot submit, propose, bid, contract, sub-contract, consult, or have any other economic interests in the projects to which the Firm may provide Services.

7.10. Compensation.

7.10.1. **Fee Proposal.** The District is interested in achieving fees that are both in line with specific services provided and are comparable to those paid by other school districts in similar transactions. The Firm must provide a not-to-exceed fixed fee for the solution, including implementation and training. The Firm shall provide detailed information on typical billing practices (i.e. lump sum, percentage-based, other), including reimbursable cost categories and hourly billing rates, by position, for additional services.

7.10.2. **Fee Schedule.** Please also provide a current fee schedule that the Firm would charge or bill for the Services, including hourly rates for the Firm's team in the event that District wishes to expand the Scope of Services.

7.10.3. **Additional Costs.** Identify any additional fees, costs, expenses, or reimbursable fees for which the Firm would be seeking compensation that are not included in the scope of Services.

7.11. Form of Agreement. The form of Agreement attached hereto as Attachment 1 has been adapted for this RFP. The Agreement includes an indemnification provision. **Please indicate with specificity in the Firm's Response, if Firm has any comments or objections to the Agreement.**

PLEASE NOTE:

The District will not consider any substantive changes to the Agreement if they are not submitted with Firm's Response.

8. DISTRICT'S EVALUATION / SELECTION PROCESS

8.1 The District intends to select ONE Firm to perform the Services – but reserves the right to select more than one Firm, or none – that best meet(s) the District's needs to perform the Services, or any component thereof. Any award of a contract will be subject to approval by the District's Board of Education. The District will award a contract to the Firm(s) that demonstrates the ability deemed best

by the District to provide the Services, or any part thereof, at the best value to the District based upon, without limitation, the Firm's past experience, performance information, technical expertise, team experience, approach to the Services, resumes of proposed personnel, proposed revisions to the Agreement and other relevant criteria.

8.1.1 The following factors will be considered by the District in the evaluation of proposals (Total Possible Score: 100 Points):

Cost/Fee	20 Points
Software/Platform Functionality & Scalability	15 Points
Integration/Interface w/Existing Systems	15 Points
Reporting & Analytics.....	15 Points
Security	15 Points
Project Team, Support & Training	10 Points
Customer Service Expertise, past performance and experience.....	5 Points
<u>Interview/Q&A (Reduced Field Finalists Only)</u>	<u>5 Points</u>
Total: 100 Points	

9. TERMS AND CONDITIONS

- 9.1. The District reserves the right to contract with any Firm responding to this RFP for all or portions of the Services, to reject any Response as non-responsive, and not to contract with any Firm for the Services described herein, or any part thereof. The District reserves the right to select any Firm(s) or no Firm. The District makes no representation that participation in the RFP process will lead to an **award** of contract or any consideration whatsoever. The District reserves the right to seek Responses from, or to contract with, any Firm not participating in this process. The District shall in no event be responsible for the cost of preparing any Response in response to this RFP.
- 9.2. Responses to this RFP will become the property of the District and subject to the Kansas Open Records Act (KORA), KSA 45-215, et. seq. Those elements in each response that are trade secrets or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Firm that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a KORA request for any of the contents of a response marked "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" the Firm agrees, by submission of its response for the District's consideration, to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under KORA.
- 9.3. Issuance of this RFP does not commit the District to award a contract for Services or to pay any costs incurred with the preparation of a Response. Firms should note that the execution of any contract pursuant to this RFP is dependent upon either the issuance of a request for proposals to the established pool and/or a successful negotiation of terms and fees, as well as approval by the District's County Administrator.
- 9.4. The selected Firm(s) and each of its (their) sub-consultants and/or co-venture partners, shall comply with all applicable federal and Kansas laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, Executive Orders 11246, 11375, and 12086, the Kansas

Fair Employment Practices Act, and any other applicable federal and state laws and regulations hereinafter enacted, including the Federal Americans with Disabilities Act (ADA). Firms shall be responsible for establishing and implementing an ADA program within the Firm's workplace. Firms shall not discriminate against any prospective or active employee based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The selected respondent shall cause the above provisions to be inserted in all subcontracts for any work covered by this RFP so that such provisions will be binding upon each sub-consultant.

- 9.5. Prior to contract execution, proof of all insurance at the levels specified in the specific contract will be required. The District reserves the right to amend this RFP by means of addenda.
- 9.6. The District is not responsible for any costs the Firm may incur in the preparation of the Response, interview, or selection process.

ATTACHMENT 1 – FORM AGREEMENT

[Include Firm's Services Agreement Template with RFP Submission] – Subject to review and approval by USD 500 Purchasing/Contracts Department.

Must incorporate Contractual Provisions Attachment (Form DA-146a, Rev. 07-19) – See [KSA 72-1148](#).

ATTACHMENT 2

Required Features & Capabilities for a Comprehensive Customer Service Solution

1. **The System Provides An Interface For All School District Stakeholders to Seek Support Using Relevant Input Channels:** The solution has the capability to create an interface for each of the following modalities or input channels which all internal and external stakeholders can use to seek support. Irrespective of the input channel, all feedback is stored in a single repository from which district staff can manage it. Interface for support for the following input channels is provided:
 - a. Inbound and outbound telephone calls
 - b. Emails
 - c. Text Messages
 - d. Web forms
 - e. School district's branded mobile app
 - f. Text-based chat with a live agent
 - g. Self-service interactions with AI-powered chatbot
 - h. Self-service interactions with AI-powered web-based Knowledge Base
 - i. In-person meetings and impromptu in-person visits

2. **The System Provides for Multiple Fully Integrated Self-Service Channels:** System provides for two self-service stakeholder channels: (a) AI-powered chatbot and (b) AI-powered knowledge base.
 - a. District staff can view a transcript of all user sessions.
 - b. Stakeholders using the self-service channels are able to redirect any question for a response by a human without having to retype their inquiry.

3. **Flexible, On-Demand Telephone Call Center:** To accommodate the needs of traditionally underserved parents who have limited digital tools, the solution has the ability to easily configure a call center with one or more phone numbers and/or one or more agents. The following capabilities are available:
 - a. Ability to set up separate, self-contained instances of call centers for each department, issue/topic (back to school), or campus/school.
 - b. Ability to assign new phone numbers (with local area code) or redirect any existing phone line to integrate with the stakeholder service system to ensure all interactions are logged into the same central repository.
 - c. Ability to enable a call queue with custom workflows during business hours for one or more district staff/agents to answer calls.
 - d. Staff/agents servicing inbound calls may be geographically dispersed and do not need to be on-premises.
 - e. Hardware required for staff answering inbound phone calls or making outbound calls is limited to a desktop/laptop with a headphone, browser, and internet connection.
 - f. System supports data integration with Student Information System (SIS), so that when an inbound call is received, the system displays name and all relevant data from student records that are associated with the caller ID of the caller to expedite processing of stakeholder needs.

- g. Ability to monitor call queues.
- h. Ability to view all agents with status (offline, available, on call, wrap-up, etc.)
- i. Ability to listen-in, whisper or barge into calls.
- j. Ability to change priority of a call in the queue.
- k. Provision for agents/staff wrap-up time between calls for documentation.
- l. Agents may initiate outbound calls from within the system to ensure full log of all interactions with stakeholders.
- m. A log of all calls with audio recording and written transcript (through automated speech-to-text).

4. **Automated routing and assignments of stakeholder issues to district staff and teams:** Ability to automatically redirect incoming stakeholder input to the department/campus that is best equipped to address the issue. This is required to minimize changes in existing processes by department and campus and provide for a more rapid adoption of the solution across the entire district - all departments and campuses.
5. **Workflow:** When a stakeholder input is received through any channel, it is instantly analyzed against a set of predefined rules. The system then initiates one or more automated actions based on such predefined rules. Such rules include reassignments, auto-responses, changes in priority, redirect for human review for issuing critical alerts, notify if stakeholder provides a low satisfaction score, etc.
6. **Human review of stakeholder issues before triggering critical alerts on time-sensitive issues:** If a stakeholder issue requires urgent attention (e.g. contact by an extremely irate parent who might pull their child out of the school system or by a child experiencing serious anxiety), the system must automatically flag and elevate the priority of sensitive issues for timely intervention. Because automated systems can have false positives and false positives can stress district staff and their capacity, solution providers must provide for a 24/7 human review before activating alerts on sensitive topics.
7. **Content Publishing:**
 - a. Stakeholder-facing interface of the system must provide for a Content Management System for real-time publishing of stakeholder topics and issues. This system must integrate with the district's Web, Mobile App and Web widgets such as pop-up tabs without requiring coding and technical expertise.
 - b. Published content must be accessible by stakeholders in languages indicated in Item 17a (below).
 - c. Published content must comply with W3C Web Content Accessibility Guidelines.
 - d. Content management system should support a no-code, easily searchable Knowledge Base for self-service by stakeholders.
8. **Integrated Form Builder:** Solution supports the design of forms with standard data and field types, prompts to assist stakeholders filling out forms, validation of data entered before acceptance, and the ability to view and complete the form in other languages.
9. **Support for varying levels of stakeholder anonymity:** Certain use cases such as whistle-blower and seeking help for distressed mental health require a school district to assure stakeholders of different levels of anonymity. Partial anonymity is where the system captures user contact information but does not make it accessible to district staff who may respond to the stakeholder. Complete anonymity accepts stakeholder input without requiring contact information data. The solution provider must allow for both forms of anonymity.

- 10. Communication Management Capabilities:** The central purpose behind the system is to respond to incoming stakeholder feedback and inquiries in a timely manner. To do this, the system must have the following capabilities:
- a. Provide secure, single sign on access to authorized district staff.
 - b. Each district staff should be able to see only those stakeholder issues that are assigned to him/her.
 - c. Ability to set up default teams to address issues.
 - d. Support for a single "owner" responsible for responding to each instance of inbound issue.
 - e. Ability to modify the owner.
 - f. Ability to collaborate with one or more district staff.
 - g. Ability to write internal comments visible only to district staff.
 - h. Ability to choose response from templated responses saved in the system.
 - i. Ability to respond to multiple communications on the same topic by different stakeholders in bulk while preserving personalization through mail merge.
 - j. Ability to customize the sender and reply-to fields.
 - k. Manage staff absences by assigning responsibilities to other district staff.
 - l. Ability to seek assistance from human translators within the system.
 - m. Ability to track the number of business hours that have elapsed since the feedback was received.
 - n. Ability to see feedback that is past due based on a preset Service Level Agreement (SLA) time.
 - o. Once a response is sent to a stakeholder and issue is considered resolved, system must follow-up with a satisfaction survey to the stakeholder automatically.
 - p. Any follow-up response from stakeholder should reset the status of the communication to an open status.
 - q. Ability to forward incoming communication to district staff outside the system.
 - r. System must maintain a comprehensive log of all actions and communication on each stakeholder communication.
 - s. The system must allow district staff to easily see all past communication from the same stakeholder.
 - t. System must allow district staff to automatically view all relevant data about the student related to the issue from internal data systems through data integration.
 - u. Active spam management.
 - v. Scanning inbound communications for malicious file attachments.
- 11. Mobile App for Managing Stakeholder Communication in the System:** All key capabilities that district staff need relative to managing stakeholder feedback should be enabled via a mobile app so as to enable district staff to view and react without needing a desktop/laptop. The system comes standard with such an app on iPhone and Android devices.
- 12. Provision to let district officials access identity of stakeholders on feedback submitted anonymously in cases where stakeholders breach the terms of use:** In cases where a stakeholder submitting feedback threatens their own or the safety of one or more other persons, the system must afford district personnel instant access to their identity to ensure proper action may be taken without any delays. System logs all revocation of identity for anonymous input.
- 13. Role-based access to district users:** The following roles are supported:
- a. Global Admin with super-user privileges and ability to customize and modify settings and implementation in any department.

- b. Global User with super-user access but not able to modify settings.
 - c. Departmental Admin with access to all data within assigned department and ability to customize and modify settings and implementation solely within designated departments.
 - d. Departmental User with access to all data within the assigned department but no ability to modify.
 - e. Team Owner/Member: User who can access stakeholder issues only on assigned issues.
 - f. Recorder: User who may simply log stakeholder feedback but without access to any data or issues
 - g. Translator: Ability to edit and modify translation or response of non-English feedback between English and assigned language
- 14. Integrated Identity, Access, and User Management:** A district with approximately **23,000** students could have hundreds of district staff as authorized users in the system. To simplify user management, the system supports the following:
- a. Single sign on for all district end users.
 - b. Automated identity management using Application Programming Interface (API) integrated with district data systems to support the following use cases: (i) Employee transitions - when a new employee needs to be added or removed from the system, (ii) Name change (iii) Change in the role and department associated with an existing user.
- 15. Auditable Paper Trail:** System preserves an auditable trail of staff action on all incoming stakeholder input.
- 16. Data Privacy Protection:** System has the ability to restrict access to sensitive information to only those employees specifically approved to access such data.
- 17. Automated bidirectional translation of stakeholder communication:** To reduce response time, district staff are able to view an automated translation of stakeholder input from any of the languages listed below. Additionally, responses composed in English are automatically translated to the language in which stakeholder input was initially received.
- a. Pre-loaded auto-translated languages: Arabic, Chinese (Simplified), French, Hindi, Japanese, Khmer, Polish, Russian, Somali, Spanish, Ukrainian, Urdu, and Vietnamese.
 - b. Additional languages available for auto-translation: Burmese, Filipino, Haitian Creole, Hmong Daw, Nepali, Pashto, Portuguese, and Swahili.
 - c. Additional Bing-supported auto-translated languages (may require some manual translation of platform and district-specific terminology: Amharic, Dari, Kinyarwanda, Punjabi, and Tagalog.
- 18. Support for human translators in stakeholder communication:** In light of limitations of automated translations on sensitive topics where risk of miscommunication is unacceptable, the system maintains a user type called "translator" to support a human translator to support all district staff who may need their assistance.
- 19. Data Integration:** System must support API's for the following types of data integration:
- a. Integration with the district's system of record for students (e.g. Student Information System) to ensure relevant stakeholder data is automatically appended to customer communication and instantly accessible to staff handling the communication. This is

to reduce the time staff must otherwise spend accessing data from other systems or through additional rounds of communication with stakeholders.

- b. Incoming phone calls must display known stakeholder's name, known students associated with parents/guardians against caller's number and other related data of such students based on the department that the stakeholder is calling.
- c. Integration with district's system of record for staff to ensure automated user management (see #11)

20. Performance Dashboards: System must provide real time dashboards that indicate the following performance indicators.

- a. Volume of stakeholder contact - aggregated district-wide data and by individual input channel.
- b. Response/resolution time - aggregated district-wide data and by department and campus.
- c. Customer satisfaction score - aggregated district-wide data and by department and campus.
- d. Open issues needing a response.
- e. List of stakeholder input that is "past due" against promised response time.
- f. List of stakeholder input that the system has identified to be time-sensitive and a human reviewer has validated it to be so.

21. Ability to Benchmark District's Performance With that of Peer Districts: District should be able to compare its performance against the SLAs for stakeholder service in peer districts.

22. Equity in Stakeholder Service - Indicators of Implicit Bias in Serving Stakeholders: As school districts aspire to ensure equity, it is now possible to track and measure equity in how people are treated when they seek service from district staff. The opposite of treating people equitably is the presence of a systematic bias based on their socioeconomics or other demographic realities. To help uncover opportunities for improvement, the System should provide a report showing the key performance indicators that can be compared along the following demographic variables of stakeholders:

- a. Free/reduced lunch status
- b. Race/ethnicity
- c. Parent of a child with English Language Learner (ELL) needs
- d. Parent of a child with other special needs

23. Ability to Automatically Congratulate District Staff for Meeting or Exceeding SLAs: System must support the district to establish and publish SLAs on quality of service. District administrators should be able to automatically send notes of congratulations to staff meeting the SLAs and offering support to those falling short.

24. Ability to Export Data: System allows for the export of data in support of various needs of public school districts such as compliance with open records requests.

25. Comprehensive Training in the Use of System: Onsite and virtual training for all district staff in the use of the system is available. Staff may also access a library of videos and a Knowledge Base.

26. **Expert Led Implementation:** Solution as priced includes support for an expert-led implementation. This expertise is developed from working in hundreds of public school districts across the United States. A dedicated account manager, account team, and project plan are all included.
27. **System Designed to Support the Unique Needs of K12 School Districts:** The system is built from the ground up to support the unique needs of public schools. Such needs include: easy and rapid implementation without requiring permanent staffing for system maintenance (reducing the total cost of ownership), multiple languages, open records requests, need for anonymity, ability to break anonymity in case of breach of policy, data integration using OneRoster® APIs to integrate with SIS systems.
28. **System Capacity to Scale and Meet the Needs of Public School Districts:** Among the most challenging situations faced by a school district is when key stakeholder feedback and service systems fail at their peak usage times. The system must be able to perform without any degradation with 100,000 concurrent stakeholders interacting with the web system and 10 concurrent inbound phone calls directed at the system. The service provider must have experience serving the needs of multiple school districts with more than 23,000 students.
29. **System Security:** Given the large number of applicable laws on student data, the system must be audited to meet security requirements.
30. **Staff Professional Development:** Since the key goal of superior customer service is not just to answer questions but to win stakeholders over as a result of the process, the service provider should be able to provide an array of professional development workshops for school district staff in written and verbal communications that helps achieve this goal.
31. **Highly Available Support:** Routine support must be available 8am - 8pm (Central). Emergency support must be available 24x7.

ATTACHMENT 3
Fees

1. Fees:

1.1. Consultant's fee shall be calculated as follows:

1.1.1. Consultant shall be compensated at a fixed fee not-to-exceed [Insert Amount] Dollars, which shall be invoiced and paid on a[n] [frequency] basis on the terms as set forth herein.

1.1.2. Hourly Fees

PERSONNEL	HOURLY RATE
[Insert Type of Consultant]	\$ Per Hour
[Insert Type of Consultant]	\$ Per Hour
[Insert Type of Consultant)	\$ Per Hour
[Insert Type of Consultant)	\$ Per Hour
[Insert Type of Consultant]	\$ Per Hour
[Insert Type of Consultant]	\$ Per Hour
[Insert Type of Consultant]	\$ Per Hour
[Insert Type of Consultant]	\$ Per Hour
[Insert Type of Consultant)	\$ Per Hour

1.1.3. The following items may be billed to the District as reimbursable expenses based on the following rates: [Either "Not Applicable" or identify the specific reimbursable categories and prices]. Reimbursable expenses shall be limited to those expenses identified herein and shall be billed in an amount not to exceed [Insert Amount] Dollars (**\$XX,XXX**) for the duration of the Services.

1.1.4. During the course of providing the Work or Services, Consultant shall invoice the District monthly for payment of Work or Services performed or incurred in the immediate prior month. Within thirty (30) days of receipt of Consultant's invoice, the District will make payment to Consultant of undisputed, invoiced amounts due. The District may withhold or deduct from amounts otherwise due to Consultant hereunder if Consultant shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Consultant has fully cured such failure of performance, less costs, damages, or losses sustained by the District resulting therefrom.

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract, and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of July 2023.

- 1. Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
- 2. Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
- 3. Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4. Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
- 5. Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.
- 6. Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 7. Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
- 8. Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
- 9. Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against nor such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.