

Lincoln County R-III School District

REQUEST FOR PROPOSAL

Online Learning Provider RFP

Issue Date: October 1, 2018

Contact Person: Chris Greiner

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PROPOSAL DUE NO LATER THAN: November 1, 2018 at 4:00PM CDT

RETURN PROPOSAL AND ADDENDA TO:

Lincoln County R-III School District

ATTN: Chris Greiner

951 West College St.

Troy, MO 63379

The Proposer hereby declares understanding, agreement and certification of compliance to provide the items and/or services at the prices quoted in accordance with all terms and conditions, requirements and specifications of the original Request for Proposal (RFP) and as modified by any addenda thereto.

SIGNATURE REQUIRED

Authorized Signature		Date
Printed Name		Title
Company Name		
Mailing Address		
City, State Zip		
Phone #:	Fax #:	E-Mail Address

LINCOLN COUNTY R-III SCHOOL DISTRICT
REQUEST FOR PROPOSALS
Online Learning Provider RFP

1. Lincoln County R-III School District (hereafter “District”) is seeking sealed Proposals from qualified firms for an Online Learning Provider.
2. The purpose of this Request for Proposal (RFP) is to establish the District’s requirements for an Online Learning Provider and to solicit Proposals from firms (hereafter “Vendor”) for providing such Online Learning services.
3. The contract, renewal(s), and or modification(s) shall cover all current and future product releases.
4. Pricing increases must receive District approval for renewal of contract. Initial pricing is to be firm for the first contract term.
5. The Vendor must submit a complete Proposal covering all requirements identified in this RFP package in order to be considered. All Proposals will be carefully scrutinized to ensure that such requirements can be met. To avoid delays or misunderstandings the Vendor is requested to respond to each specification.
6. Proposals submitted must be the original work product of the Vendor.
7. Three (3) copies of the Proposal shall be sealed, plainly marked with the Vendor’s name and “Online Learning Provider RFP” on the envelope, and delivered to the address below.

Lincoln County R-III School District
Attn: Chris Greiner
951 West College St.
Troy, MO 63379

8. Each copy of the proposal shall include the Vendor’s legal name and indicate whether the Vendor is a sole proprietor, a partnership, a corporation or any other legal entity, and the signature of a company officer authorized to bind the Vendor to a contract. A proposal by a corporation shall further give the state of incorporation and shall have the corporate seal affixed. A proposal submitted by an agent shall have a current Power of Attorney attached certifying the agent’s authority to bind the Vendor.
9. Proposals must be received by **4:00 pm, CDT on November 1, 2018**. Electronic or facsimile Proposals submitted in response to this RFP will not be considered or accepted.
10. If vendor is selected for consideration, the vendor agrees to make a presentation not to exceed 1 hour 30 minutes, to a select committee at the Administration Building, Lincoln County R-III School District on **November 13th, 2018**.
11. Prior to the deadline, Proposals may be modified or withdrawn by written notice or in person by the Vendor or its authorized representative. Proper identification of all involved documents and individuals will be established and will not be released by the District without a signed receipt.

General Conditions

12. The information presented in the RFP is not to be construed as a commitment of any kind on the part of the District. There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing Proposals in response to this request.
13. All Proposals must be submitted on the District forms attached with this specification. Proposals submitted on forms other than the enclosed may be rejected. No alternate Proposals that significantly deviate or modify the concept and ultimate objectives of this Proposal will be considered. Non-compliance with RFP specifications will disqualify Proposals from further consideration.
14. Any explanation or statement that the Vendor wishes to make must be contained with the Proposal but shall be written separately and independently of the Proposal proper and attached thereto. Unless the Vendor so indicates, it is understood that the Vendor has proposed in strict accordance with the RFP requirements.
15. The Vendor must promptly notify the District of any ambiguity, inconsistency or error discovered in the RFP.
16. In the event of a conflict between the Proposal and the RFP, the District shall resolve any inconsistency in favor of the RFP. Additionally, the District shall in good faith decide all inconsistencies and/or disputes pertaining to the RFP and the Proposal. The Vendor agrees to abide by the decisions of the District.
17. All Proposals shall be deemed final, conclusive and irrevocable and no Proposal shall be subject to correction or amendment for any error or miscalculation. No Proposal shall be withdrawn without the consent of the District after the scheduled closing time for the receipt of Proposals.
18. The District reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received. The District, in its sole discretion, will determine whether an irregularity is minor.
19. Proposals, prices, terms and conditions shall remain firm for a period of ninety (90) days from the due date for Proposals or until that time when the District takes official action on the Proposals.
20. The Vendor is responsible for its own verification of all information provided to it. The Vendor must satisfy itself, upon examination of this RFP, as to the intent of the specifications. After the submission of the Proposal, no complaint or claim that there was any misunderstanding will be entertained.
21. No oral interpretation will be made to any Vendor as to the meaning of the RFP. Any oral communication will be considered unofficial and non-binding on the District. Unauthorized contact by the Vendor with other District employees or Board members regarding the RFP may result in disqualification.
22. Requests for interpretation must be made in writing to Chris Greiner, Assistant Superintendent of Academics, of the Lincoln County R-III School District no later than **4:00 p.m. on November 1, 2018**. Any information given to a Vendor concerning the RFP will be furnished to all Vendors as an addendum to the RFP if, in the District's sole discretion, such information is deemed necessary to all Vendors in submitting Proposals, or the lack of such information would be prejudicial to uninformed Vendors. The Vendor should rely only on written statements issued by the District in the form of an addendum to the RFP.

General Conditions

23. Proposals may contain data that the Vendor does not want used or disclosed for any purpose other than evaluation of the Proposal. The use and disclosure of such data may be so restricted, provided the Vendor marks the cover sheet of the Proposal with the following legend: **“Technical data contained in this Proposal furnished in connection with the Request for Proposal of the Lincoln County R-III School District shall not be used nor disclosed except for evaluation purposes, provided that, if a Contract is awarded to this Vendor as a result of or in connection with the submission of this Proposal, Lincoln County R-III School District shall have the right to use or disclose technical data to substantiate the award of a Contract.”**
24. The above restriction does not limit the District’s rights to use or disclose without the Vendor’s permission any technical data obtained independently from another source. Proposals shall not contain any restrictive language different from the above legend. Proposals submitted with restrictive legends or statements, which differ from the above, will be treated under the terms of the above legend. The District assumes no liability for disclosure or use of unmarked technical data and may use or disclose the data for any purpose.
25. The District may accept one part, aspect or phase, or any combination thereof, of any Proposal unless the Vendor specifically qualifies its offer by stating that the Proposal must be taken as a whole.
26. The District may award a contract based upon the initial Proposals received without discussion of such Proposals. Accordingly, each initial Proposal should be submitted with the most favorable price and service standpoint.
27. The District may, at its option, conduct interviews after receipt of the Proposal.
28. The District reserves the right to hold negotiations in an attempt to clarify and qualify terms of any Proposal.
29. The District reserves the right to negotiate final contract terms with any Vendor, regardless of whether such Vendor was interviewed or submitted a best and final Proposal.
30. The District may accept any Proposal as submitted whether or not negotiations have been conducted between the parties.
31. Neither the commencement nor cessation of negotiations shall constitute rejection of the Proposal or a counteroffer on the part of the District.
32. The Vendor shall not, under penalty of law and immediate disqualification of the Proposal, offer or give any gratuities, favors or anything of monetary value to an officer, employee, agent, or Board of Education member of the District for the purpose of influencing favorable disposition toward a submitted Proposal or for any reason while a Proposal is pending or during the evaluation process.
33. The Vendor must notify the District if any Conflict of Interest exists, actual or potential, between the Vendor’s family, business or financial interests and its services under this Proposal.
34. No Vendor shall engage in any activity or practice, by itself or with other Vendors, the result of which may be to restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will result in immediate rejection of the Vendor’s Proposal.

General Conditions

35. The District, in its discretion, may terminate the Agreement in whole or in part at any time, whenever it is determined that the successful Vendor has failed to comply with or breached one or more of the terms and conditions of the Agreement or specifications incorporated therein and the successful Vendor has failed to correct such failure or breach to the District's satisfaction within a period of 15 days after receiving written notice thereof from the District. In the event of the partial or total termination of the Agreement, it is hereby agreed that the District shall only be obligated to pay in accordance with the terms of the Agreement for materials and services, which have been accepted by the District.
36. The District may terminate the Agreement without cause by notifying the successful Vendor in writing 30 days prior to the effective date of termination. The successful Vendor shall not incur new obligations after the effective date of termination and shall cancel as many outstanding obligations as possible.
37. In the event the Board of Education of the District fails to approve the appropriation of funds sufficient to provide for the District's obligations under the Agreement, or if the funds are not appropriated due to federal, state or local action, the District shall have the right to terminate the Agreement by providing written notice to the successful Vendor and the District will thereby be relieved from all further obligations under the Agreement.
38. The District may terminate the Agreement immediately without further cost or liability in the event of the occurrence of any of the following: insolvency of successful Vendor; liquidation or dissolution of successful Vendor; the institution of any voluntary or involuntary bankruptcy proceeding by or against the successful Vendor; assignment by successful Vendor for the benefit of creditors; or the appointment of a receiver or trustee to manage the property of the successful Vendor.
39. Initial Proposals may not be withdrawn for 90 calendar days from the due date for Proposals except with the express written consent of the District. If a Proposal is accepted as submitted, the negotiated final Agreement shall consist of the Agreement, this RFP, plus any addenda thereto, and the Vendor's Proposal.
40. In the event the Agreement initially awarded by the District is terminated for any reason within 120 days of the due date for Proposals, the District reserves the right to negotiate and accept any other submitted Proposal.
41. The Vendor may, at the option of the District, be required to make product demonstrations for clarification purposes. In conducting these demonstrations, there shall be no disclosure of any information obtained from any competing Vendor. These demonstrations may be scheduled and held after receipt and evaluation of the proposals. Refusal by a Vendor to honor the request for a product demonstration may result in disqualification.
42. Substitution of any product or equipment must be approved in writing by the District to ensure overall quality of the substitution equals or exceeds the original products and equipment.
43. The District is exempt from paying Use Tax, Retailers Occupational Tax, and Federal Excise Tax. It is the duty of the Vendor to pay all applicable taxes.
44. No right or duty of the Vendor under this agreement, in whole or in part, may be assigned or delegated without prior written consent of the District.

General Conditions

45. The District shall not be responsible for any pre-Agreement expenses of any Vendor, including the successful Vendor, incurred prior to the commencement of the Agreement.
46. All submitted Proposals become and remain District property.
47. Vendors shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, or disability.

General Conditions

It is the purpose of this RFP to obtain as complete a set of data as possible from each Vendor. This will enable the District to determine which Vendor is best able to meet all of the criteria that are to be considered in the award of the Online Learning Provider RFP.

By the act of submitting a Proposal, the Vendor represents:

- a. that it has read and understands these RFP Documents;
- b. that it has familiarized itself with the conditions governing the proposed contract;
- c. that the Proposal is based upon the requirements described in these RFP Documents without exception (unless exceptions are clearly stated in the response);
- d. that the Vendor is a recognized provider of the products requested with a proven history of providing products and service in the industry; and
- e. that the Vendor has financial information on file relative to ownership of the bidding concern.

Each Vendor shall furnish as part of its Proposal a complete general description of its experience in the field of Online Learning.

The Proposal shall follow the prescribed format below.

A. PROPOSAL FORMAT AND CONTENTS

The Vendor's proposal package shall contain the following items in the order listed below and utilize the forms provided in the Attachment Section of the RFP. The Vendor is urged to be concise yet thorough in its presentations. Pertinent supplemental information should be referenced and included as attachments. All Proposals must be organized and tabbed to comply with the following sections.

Where a discrepancy exists between an amount submitted as figures and words, the amount expressed in words shall govern.

Any interlineations, alterations or erasures must be initialed by the signer of the Proposal.

1. Letter of Transmittal

The Letter of Transmittal should include:

- a. an introduction to the Vendor's company and include its status as a sole proprietor, partnership, corporation or other legal entity;
- b. an expression of the Vendor's understanding of the work to be done and its ability and desire to meet the requirements of the RFP;
- c. a commitment to perform the work within the specified parameters;
- d. any specifications with which the Vendor takes exception or cannot comply; and
- e. any other information not appropriately contained in the Proposal itself.

The Letter of Transmittal must be signed by a company officer of having the authority to bind the Vendor to an Agreement.

2. Company Identification Form (Attachment 1)

This cover sheet identifies the Vendor's legal name, mailing address, telephone, fax, email address and contact persons. The Company Identification Form must be signed by an officer of the Vendor's company. The Vendor must be registered to do business in the State of Missouri.

3. **Financial Condition**

The Vendor must be able to demonstrate the financial stability necessary to execute terms and conditions of meeting this RFP. The Vendor should provide a copy of its most recent audited financial statements or annual report.

4. **Product and Supply Sources and Order Process**

The Proposal shall address the following:

- a. source of products, supplies and delivery methods;
- b. order process;
- c. contact name, address and phone number; and
- d. Remittance schedule.

5. **Sample Contract**

The Vendor shall provide with the Proposal a sample contract document. The final Contract shall consist of the RFP, the Vendor's Proposal, the executed contract and the other agreed upon documents which, together, shall constitute the "Contract Documents."

A. EVALUATION PROCESS AND ACCEPTANCE OF PROPOSALS

It is the intent of the District to award a contract to the Vendor submitting the Proposal which best suits the needs of the District as determined by the District in its sole judgment after evaluation of submitted Proposals.

- 1) After a recommendation for award has been made, the successful Vendor will be notified in writing and the appropriate documents will be prepared for commencement of the Contract.
- 2) The District may use the following Evaluation Criteria when evaluating proposals:
 - a. understanding of the District's needs presented in a clear, concise and direct manner;
 - b. quality of product offering;
 - c. information gathered during vendor interviews;
 - d. site visits;
 - e. product demonstrations; and
 - f. Customer references.

**SPECIFICATIONS AND DEFINITION OF THE TERMS OF THE CONTRACT
FOR Online Learning Provider RFP**

A. Current Products

The Vendor's Proposal shall include a listing of all products and/or services to be provided by Vendor for District.

B. Support Personnel

Vendor must provide in its Proposal a description of the support personnel available to assist the District in the implementation of the Contract. This information shall include the name of an individual employed by the Vendor who will serve as the day-to-day contact person for the District. This individual must have a minimum of three-year experience in the industry.

C. Contract Compliance

A system of contract administration shall be maintained by the District to assure Vendor's compliance with the terms, conditions and specifications of the contract and the bid specifications incorporated therein. Vendor agrees to cooperate fully with the District in this contract compliance system.

D. Insurance

The Vendor must complete attachment **Insurance Requirements**, indicating its ability to comply with minimum insurance requirements. The Vendor shall assume all responsibility for its actions and those of anyone else working for it while engaged in any activity connected with this Proposal. The Vendor shall carry sufficient insurance to protect it and the District from any property damage or bodily injury claims arising out of the contracted work. Evidence of current insurance coverage shall be provided in the form of a certificate, which shall be submitted no later than ten (10) days after receipt of notice of intent to award contract.

In the event that the Vendor fails to maintain and keep in force the insurance coverage as herein provided, the District shall have the right to cancel and terminate the established contract forthwith and without notice.

The Vendor shall bear full responsibility for all risk of loss from equipment damage, and money or product loss resulting from vandalism or theft. The Vendor shall not in any manner penalize the District for any such losses.

E. Risk and Indemnification

During the progress of the contract work, the Vendor shall assume all risk and bear all loss occasioned through neglect, negligence or accident, caused or contributed to by its personnel.

Vendor hereby assumes the entire responsibility and liability in and for any and all damages and/or injuries of any kind or nature whatsoever, to all persons, whether employees or otherwise, and to property, arising out of or resulting from the services as herein set forth and provided by the Vendor, and for any and all damages and/or injuries of any kind which shall occur in connection therewith. Vendor agrees to indemnify, defend and save harmless the District, its agents, servants and employees from and against any and all losses, expenses, including legal fees and disbursements, damages and/or injuries arising out of or resulting from or occurring in connection with the execution of the work herein provided for and including any losses, expenses, including legal fees and disbursements, damages or injuries

occurring in connection with or resulting from the use by the Vendor of stock, appliances, implements, works, tools, or machinery or any other property owned, rented, borrowed by or assigned from or to the aforesaid District.

F. Compliance with Laws and Regulations

The Vendor shall be responsible for payment of all applicable taxes, including but not limited to sales, business privilege, and property.

Vendors are expected to comply with all state, federal local and District statutes, ordinances and regulations that are applicable to the performance of this contract and the specifications herein and shall procure all necessary licenses and permits.

G. Discrimination

Vendors are required to submit evidence of compliance with the provisions of the Equal Employment Opportunity Act.

H. Interruption of Performance

The Vendor recognizes and acknowledges that riots, war, public calamity, fire, earthquake, mine subsidence, Acts of God, government restriction, labor disturbance or strike may result in interruption or cessation of performance of this contract.

In such event, and with the exception of monies already due and owing, both parties' obligations shall be suspended and excused to the extent commensurate with such interfering occurrence.

I. Choice of Law

This Contract shall be interpreted in accordance with the laws of the State of Missouri.

J. Integration

This Contract shall constitute the sole, exclusive and final agreement of the parties, the terms and conditions of which may not be varied without the express written consent of both parties.

K. Contract Implementation

The Vendor shall include with its Proposal a plan indicating the timeline for implementation.

SCOPE OF SERVICES

1. Provide a wide range of online credit recovery course options.
2. Provide Advanced Placement course offerings.
3. Provide a wide range of online courses for students in grades 6-12. Preference will be given to Vendors with elementary courses available.
4. Provide instructors for online courses, when the district needs an instructor.
5. Provide support for homebound students.
6. Provide support for English Language Learners.
7. Provide ability for course customization.
8. Provide the ability for accommodation supports.
9. Provide a secure web-based application.
10. Provide on-site set up if requested, implementation and training as needed.
11. Phone support must be available between the hours of 7:00 a.m. 5:00 p.m. Central Standard Time at a minimum.
12. Program must be compliant with all federal and state laws.
13. Preference will be given to Vendors that have an assessment component that includes interim assessments, and progress monitoring assessments.
14. Preference will be given to Vendors that have high school test prep, such as ACT.

BACKGROUND:

The Lincoln County R-III School District consists of one comprehensive high school that includes Troy Buchanan High School, the Ninth Grade Center and New Horizons alternative education center, two middle schools, seven elementary schools, one early childhood center, one administration building, over 6500 K-12 students and another 200 plus students in the early childhood program for a total approaching 7,000 students. Enrollment numbers specific to grades K-12 are available upon request.

GENERAL REQUIREMENTS:

Proposals are being sought by Lincoln County R-III School District for an Online Learning Provider. At minimum the solution proposed should address the following:

Requirements (Those criteria in bold type have been identified as “high priority”)	Meets or exceeds (explanation)
Application must be entirely web-based and hosted by vendor	
Must be compatible with all commonly used browsers: IE, Safari, Firefox, Chrome	
Vendor must provide description of security measures in place to protect student and district data	
The vendor has signed and is in compliance with The Student Privacy Pledge: http://studentprivacypledge.org/?page_id=45	
Vendor must be able to provide the District with all data upon termination of agreement	
Hosted services must provide a minimum uptime of 99% during school hours	
Application access on multiple platforms including current “mobile” technologies	
Ability to archive student data for future retrieval	
The vendor has plan for backup and data recovery	
District has ability to create, restore, deactivate, or delete user account information	
Ability to email or save reports as PDF	
Vendor will provide plan for training options for users	
Wide range of credit recovery options for all typical courses grades 6-12.	
Wide range of course options for students in grades 6-12. Preference for vendors that have course options for elementary students.	
Highly qualified instructors are available for all courses.	

General Conditions

Health and Personal Finance must be available for District teachers to facilitate.	
Courses need to be customizable.	
Supports are in place for students requiring accommodations. (Read aloud, magnification, etc.)	
Support and accommodations are in place for all students including but not limited to Homebound, English Language Learners, Individual Education Plans, Long Term Out of School Suspensions.	
Preference will be given for Vendors with test preparation courses. [including and not limited to ACT, Missouri End-Of-Course (EOC), Missouri Assessment Program (MAP), Advanced Placement Courses (AP)].	
Concurrent licenses.	
Preference will be given to Vendors with assessment components, such as interim (benchmark) assessments, and progress monitoring assessments.	
Course availability throughout the school year and summer.	
District teachers can utilize components of courses.	
Preference will be given to products that can integrate with SISK12 and Clever.	
Preference will be given to products with accessibility features such as text to speech.	
Courses should be aligned with Missouri and national standards.	
Ability to export/import course content within other frameworks.	
Comparable rigor/expectations as traditional, face-to-face courses	

COST PROPOSAL AND BID SUMMARY SHEET:

All proposals should include costs associated with the purchase and implementation of the system.

- Vendor must provide annual license costs with multi-year options.
- Vendor must provide a breakdown of all initial startup costs; i.e. training and data migration.

PARTNERSHIPS/REFERENCES

Provide a complete history of your firm's work with other K-12 school districts using the system (specify state). Include the district name, contact person, telephone number and description of the type of project and service provided by your firm.

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Attachment: Company Identification Form

The undersigned Company hereby agrees to be bound by the terms of the RFP and that the enclosed Proposal is submitted in accordance therewith. Once completed and returned, this Proposal becomes the primary basis for evaluation and selection of the Company to provide the services required by the District for the specified period. By signing this Company Identification Form, the Company certifies that there are no "PARTIES OF INTEREST" or "CONFLICTS OF INTEREST", as defined by state and/or federal regulations, existing between the Company and the District or any of its employees, agents or Board of Education members. The Representative designated below will serve as the point of contact to solve any and all problems that may arise concerning the Proposal during the evaluation period.

Legal name (Prime contractor)	Representative's Name	Title	
Address	City/State/Zip	Telephone #	Fax #
Email Address			
Years in Operation	Years under current structure and/or under previous structure		

1) Name of Company's Officers:

<u>NAME</u>	<u>TITLE</u>
_____	_____
_____	_____
_____	_____
_____	_____

2) The undersigned hereby acknowledges the receipt of the following addenda:

<u>Addendum Number</u>	<u>Date Issued</u>	<u>Date Acknowledged</u>	<u>Signature</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3) The undersigned hereby acknowledges that the Company has read and agrees to the terms and conditions set forth in the RFP, and that the terms and conditions set forth in the Proposal will remain open for at least 90 days from the deadline for submission of Proposals

Company Officer's Name	
_____	_____
Signature	Date