



ANOKA-HENNEPIN SCHOOLS

Request for Proposal 22011P

Due Process & Student Support Solution

Due by: 2:00 p.m. LT
Monday, December 27, 2021

**ANOKA-HENNEPIN SCHOOL DISTRICT
CALL FOR PROPOSAL**

Request for Proposals 22011P – Due Process & Student Support Solution

Proposals due by 2:00 p.m. Local Time (LT) on Monday, December 27, 2021.

By order of the School Board of Anoka-Hennepin School District, sealed proposals for Due Process & Student Support Solution be received in accordance with the specifications prepared by the Anoka-Hennepin School District until 2:00 p.m. LT, on Monday, December 27, 2021 at the District Purchasing Department, 2727 North Ferry Street, Anoka, MN 55303. Hand delivered proposal must be checked in at the reception desk located at Entrance #1.

The following project dates have been established: Proposals issued Friday, December 3, 2021. Closing date for vendor questions is Thursday, December 16, 2021 by 4:00 p.m. LT, responses to vendor questions issued by Monday, December 20, 2019 at 4:00 p.m. LT, Proposal opening is Monday, December 27, 2021 at 2:00 p.m. LT.

Specifications may be examined or obtained at the Anoka-Hennepin School District, Purchasing Department, 2727 North Ferry Street, Anoka, Minnesota 55303 between the hours of 7:30 a.m. and 4:00 p.m. LT or by calling the Purchasing Department at 763-506-1300.

No vendor may withdraw their proposal within sixty (60 days) after the scheduled closing time for the receipt of Proposals.

The School Board reserves the right to reject any or all proposals or parts of proposal and to waive informalities in the proposals.

ANOKA-HENNEPIN SCHOOL DISTRICT

CLERK OF THE SCHOOL BOARD

Jeff Simon

To be published in Sun Publisher on Thursday, December 9, 2021 and December 16, 2021.
To be published in ECM Publisher on Friday, December 10, 2021 and December 16, 2021.

PART 1 - GENERAL INSTRUCTIONS

1.01 INVITATION

Proposals will be received at the Purchasing Department of Anoka-Hennepin School District, 2727 North Ferry Street, Entrance #1, Anoka, MN, 55303 until 2:00 p.m. LT on Monday, December 27, 2021 for a **Due Process & Student Support Solution**, in accordance with the specifications included in this document.

1.02 BACKGROUND AND OBJECTIVE

Anoka-Hennepin School District is requesting proposals from vendors interested in providing a Due Process & Student Support System for our District. The solution at minimum must meet the needs of recording all the Due Process documentation required and used by Special Education. Other documents such as Health Plans, Emergency Care Plans and 3rd Party Billing Documentation, 504 documentation and Intervention Plans are considered of additional value to the proposed solution.

For more information about Anoka-Hennepin Schools, please view our website at www.ahschools.us.

1.03 DEFINITIONS

The Terms:

- **District** refers to Anoka-Hennepin School District and any department or board of the School District.
- **LT** means Local Time
- **Vendor** means the company submitting a proposal in response to this RFP
- **Contract Vendor** refers to the Vendor that has been awarded a contract as a result of this proposal.
- **RFP** means Request for Proposal

1.04 INSTRUCTIONS

A. Response Preparation

Vendor to submit one (1) bound original, and one (1) loose-leaf copy of the proposal, printed on standard copy paper, for reproduction for evaluation team, clearly labeled with:

Vendor Name

"22011P" Due Process & Student Support Solution

Attn: Tiffany Audette/Purchasing

and a notation "Proposal Enclosed – Do Not Open until Thursday, Monday, December 27, 2021 at 2:00 p.m. LT.

The proposal must be signed by an officer or other employee authorized to submit the proposal. Proof of authority of the person submitting the proposal must be made available upon request from the District.

In addition to the above, all proposal documents must be submitted on a flashdrive.

Acceptable delivery methods are listed below:

US Postal Service

FedEx, Courier, UPS

Personally hand delivered

B. Multiple Submissions

Vendors may submit multiple, alternative proposals for consideration by the District.

C. Delivery Response

Sealed Proposals must be received at the following address:

Anoka-Hennepin School District

Purchasing Department, Entrance #1

Attn: Tiffany Audette

2727 North Ferry Street

Anoka, MN 55303

If delivering in person, please check in with receptionist at Entrance #1.

D. Opening

Proposals will be opened on Monday, December 27, 2021 at 2:00 p.m. local time. Only the names of the Vendors submitting responses will be read aloud. From the time the response is submitted until a contract is in place, each response is considered a working document and, as such, will be kept confidential.

E. Late Submissions

The Vendor assumes the risk of any delay in the delivery of their proposal. Whether the proposal is sent by mail, or by means of personal delivery, the Vendor assumes responsibility for having their proposal clocked in on time at the location specified above. Any Proposals received after the proposal opening time identified in Section 1.04 may be rejected.

F. Editing of this Document

This document must be submitted without any alterations or edits to the terms and conditions. If your response submission is found to have any modifications, additions, or changes to the originally sent documents, your response may be considered fraudulent and be rejected.

Vendors must submit all proposals on the District's forms. Proposals submitted on company forms may be rejected.

G. Withdrawal of Submission

A proposal, once delivered to the formal custody of the District, may not be withdrawn until after the proposals are opened and acknowledged; and no response may be withdrawn for a period of sixty days from the opening. Once the District has received a proposal, that document becomes property of the District.

H. Vendor Responsibility

It is the obligation of each Vendor to examine instructions, requirements and specifications before submitting a proposal. Submission of a proposal shall be proof that such examination has been made and that each vendor has become thoroughly familiar with the requirements. The District will not be responsible for, nor honor any claims resulting from, or alleged to be the result of misunderstanding by the Vendor.

I. Incurring Costs

Neither the District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a proposal, whether or not it is the successful Vendor. These costs include but are not limited to:

- bonding
- legal costs for any reason
- visitation costs
- reproduction
- postage and mailing

J. Disclosure of Data

According to state law, the content of all proposals and related correspondence, which discloses any aspect of the proposal process, will be considered public information when the award decision is announced. This includes all documents received in response to this RFP, both the selected proposal and the proposal(s) not selected. Therefore, the District makes no representation that it can or will maintain the confidentiality of such information.

K. Timeline

Listed below are the required dates and times by which actions must be completed and, where applicable, locations. If the District determines that it is necessary to change a date, time, or location it will issue an addendum to this RFP. **Refer to Part 2, 2.05 for more detailed information.**

L. Proposal Security

The proposal must be accompanied by a certified check or proposal security, payable to the Anoka-Hennepin School District, the sum of five percent (5%) of the amount of the proposal. The proposal security or checks of the three lowest proposal vendors will be retained until the contract has been awarded and signed by all concerned, but no longer than 30 days. All insurance companies providing proposal securities must be licensed to do business in the State of Minnesota.

M. Affidavit of Non-Collusion

Collusion of Vendors is cause for rejection of Vendors involved. A completed Affidavit of Non-Collusion must be submitted with each proposal. Please refer to Attachment A.

N. Pre-Proposal Meeting – Not Applicable

O. Inquiries Regarding Proposal

All inquiries concerning this RFP must be submitted via email to PurchQuotes@ahschools.us by **4:00 p.m. on Tuesday, December 16, 2021**. The District will not be responsible for, nor honor any claims resulting from, or alleged to be the result of misunderstanding by the Vendor. No phone or in person inquiries will be accepted. It is the Vendor's responsibility to bring all discrepancies, ambiguities, omissions, or matters that need clarification to the District's attention. Responses to inquiries will be emailed to Vendors, and posted to the district website in form of addendum by **4:00 p.m. on Monday, December 20, 2021**.

P. Deviation from Specifications

Where certain makes, types, and sizes are specified, it is not the intent to discriminate against any approved equal but is intended to inform the Vendor of the function and general quality in which the District is interested.

The use of company names when referring to styles are for the descriptive purposes only and are not intended to be restrictive. Materials and items referred to in this proposal should be available to all Vendors.

Q. Samples – Not Applicable

R. References

Refer to Tab 6.

S. Uniformity

To provide uniformity and to facilitate comparison of responses, all submissions must be printed in ink, signed and submitted on the forms provided. When additional sheets are necessary, they must be submitted clearly referring to the page number, section, or other identifying reference in this document. All information submitted must be noted in the same sequence as it appears in this document.

T. Interpretations and/or Clarifications

Interpretations and/or clarifications shall not be binding on Vendors unless repeated in writing and distributed as an addendum. Any changes, clarifications, or other interpretations regarding this document will be sent by the District to each Vendor. These addenda will become part of the proposal and will be included by reference in the final contract(s) between the Vendor(s) and the District.

U. Vendor Interviews – Not Applicable

1.05 EVALUATION AND AWARD

A. Vendor Qualifications

The District may make reasonable investigations to determine the ability of the Vendor to perform the services as detailed in this RFP. The Vendor will furnish all information and data for this purpose, as may be requested. The District reserves the right to inspect Vendor's physical facilities prior to award to satisfy questions regarding the Vendor's capabilities. The District further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Vendor fails to satisfy the District that the Vendor is properly qualified to carry out the obligations of the contract. Past performance with the District will be taken into consideration.

B. Evaluation Criteria

A staff committee will review the proposals against the criteria in this RFP and score proposals.

The District requires that the project manager and any other key individual(s) for the project participate in any demonstration process. Proposers will be expected to pay for any costs they incur for the interview process along with any costs associated with preparing and transmitting proposals.

The District reserves the right to ask for additional information or clarification of the submission from any or all proposers.

The final contract award will be conditioned upon the successful proposer's complying with all terms and conditions, mutual agreement about the final work plan, and completion of a contract agreeable to all parties. **Refer to Part 2, 2.07 for more detailed information.**

C. Right to Negotiate

The District reserves the right to negotiate on any or all components of each proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and, as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

D. Award

The award will be made by the School Board of Anoka-Hennepin School District. The Proposal contract award will be based upon the technical merit and cost criteria listed above. In evaluating Proposals, the District will have the final decision whether or not the Proposals comply with prescribed requirements and any alternates being proposed. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

- It is the intent of the District to award this Proposal to a single supplier, however, the right is reserved to award this Proposal in part or in whole to a single supplier, or to waive informalities, or to reject any or all Proposals or parts of Proposals if it is in the best interest of the District to do so.
- The District reserves the right to reject any or all Proposals or parts of Proposals and to waive informalities in the Proposal process.
- An Evaluation Committee will evaluate the quality and completeness of each submittal as it addresses each requirement of the RFP. Proposals will be evaluated and scored in categories as outlined in 2.07.
- Upon completion of the evaluation process the proposals will be ranked in descending Points Total order, high to low. The highest scoring Proposals will be invited to complete demonstrations (if need) by the Evaluation Committee, the solutions will be ranked based on the combination of the evaluation and demonstration scoring and recommended to the School Board for contract award.

1.06 CONTRACT

A. Contract Period

The initial Contract resulting from this proposal will begin commencing upon receipt of signed contract and continuing through a two-calendar year period.

B. Contract Pricing

Contract pricing resulting from this request must remain firm for the initial contract period. During the contract term, the successful Vendor must pass on to the District all discounts and price reductions made available to other customers using similar services. At no point will the Vendor be allowed to raise cost above the stated contract price. All contract pricing must include freight and all other costs associated with the purchase of these items or services. No additional fees will be allowed.

C. Escalation Clause –Not Applicable

D. Contract Review

Upon request, the District will meet with the Contract Vendor annually during the month of November to review the contract resulting from this proposal.

E. Contract Renewal

The District reserves the right to renew the contract for additional years in (24-month increments) at the same terms and conditions upon mutual agreement of the contracting parties.

F. Contract Assignment

The Contract Vendor shall not assign this contract, in whole or in part, or any monies due or that would become due hereunder, without written consent of the District. If the District consents to the Contract Vendor assigning this contract, in whole or in part, or any monies due or that would become due, the instrument of assignment shall contain a clause that states what the right of assignee is and that any monies due to the Contract Vendor shall be subject to prior liens of all persons, firms and corporations for the services rendered or materials supplied for the performance of this contract.

G. Contract Vendor Performance

The Contract Vendor shall make every reasonable effort to maintain staff to deliver the service purchased by the District. The Contract Vendor shall immediately notify the District in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed-upon quality and quantity of services. Upon such notification, the District shall determine whether such inability requires a modification or cancelation of the contract.

H. Reimbursement of Liquidated Damages

If the Contract Vendor fails to meet the specifications, terms and conditions in this document, for any reason, the District may deduct as liquidated damages from any money due or coming due to the Vendor the cost of purchase by the District on the open market. Any monies deducted are not to be construed as a penalty, but as liquidated damages to compensate for the additional costs and inconvenience incurred by the District.

I. Vendor Financial Stability

The District may request a copy of the Vendor's financial records prior to contract award or during the Contract period.

J. Contract Reports – Not Applicable

1.07 ADDITIONAL CONTRACT TERMS

A. Insurance and Bonds

Performance Bond: All Vendors entering into a contract with the District for \$10,000.00 or more may be required to provide a Performance Bond for 100% of the contract. Performance Bond must be furnished within 10 days of award notice of the contract.

Commercial General Liability Insurance: Vendor will maintain insurance with limits of at least \$1,500,000 each occurrence for commercial general liability including bodily injury, property damage, personal injury, product liability and contractual liability through the effective period of

the contract. Policies will name the District as an additional insured on a primary basis with respect to the operations of the Vendor using form CG2026 or its equivalent.

Worker's Compensation Insurance: The Vendor must provide worker's compensation insurance for all its employees and, in case any work is subcontracted, the Vendor will require the subcontractor to provide worker's compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.

Commercial Automobile Liability Insurance: The Vendor will be required to maintain insurance protecting it from bodily injury claims and property damage claims which may arise from operations of vehicles under the contract whether such operations were by the Vendor, a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be \$2,000,000.00 per occurrence Combined Single Limit (CSL).

Errors and Omissions (E & O) Insurance: The Vendor may be required to maintain insurance protecting it from claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to the Vendor's professional services required under this contract.

The minimum insurance amounts will be:
\$2,000,000.00 per occurrence
\$2,000,000.00 annual aggregate

The Vendor may be required to submit certified financial statements providing evidence the Vendor has adequate assets to cover any applicable E & O policy deductible.

Vendor will notify the District of any changes in insurance coverage or carrier by Vendor or any subcontractor.

B. Access to Records and Audit

Vendor's books, records, documents, and accounting procedures and practices relevant to the contract are subject to examination by the District and either the Legislative or State Auditor, as authorized by Minnesota Statute 16A.055. Such data are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under the contract. The vendor agrees to maintain such data for a period of 3 years from the date services or payment was last provided or made, or longer if any audit in progress requires a longer retention period.

C. District Support

The Vendor must provide their company contact information for key personnel providing support under this contract in Part 2.

The Contract Vendor must notify the District immediately of any changes in support staff.

D. Permission to Proceed – Not Applicable

E. Independent Contractors

The Vendor or its employees will not be considered employees of the District while engaged in the performance of any services required herein, and shall be independent contractors. Any and all claims that may arise under the Workers Compensation Act of Minnesota on behalf of said employees, and any and all claims made by any third party as a consequence of any act of omission on the part of the work or service provided to be rendered herein, shall in no way be the obligation or responsibility of the District.

F. Responsible Contractor – Not Applicable

G. Prevailing Wage – Not Applicable

H. OSHA

All Vendors must comply with OSHA regulations where applicable to this proposal in that the seller

warrants that the product sold or service rendered to the buyer shall conform to the standards and/or regulations promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (29V.X.C. 651, PL 91-596).

I. Safety

The Vendor will comply with all state and federal laws as they relate to employee safety.

J. District Policies and Procedures

The Vendor will follow the District's policies and procedures while providing services in the school setting. District policies may be found on the District's website.

K. Security Compliance on District Property

All work performed on District property shall be in compliance with District security policies, e.g., each person who needs to enter a District building shall sign in on the designated visitor log in the building office. The log shall include a date of entry, employee name, contractor name, time entering the building and time leaving the building.

The vendor will keep personnel screening records on file for any personnel under the resulting proposal. This will include records of Criminal Background Screening.

L. Hold Harmless

The Vendor shall indemnify, hold harmless, and defend the District and its employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney fees that the District and its employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the Vendor or its agents, servants, or employees, in execution, performance, or failure to adequately perform the Vendor's obligations pursuant to this contract. The District shall also be indemnified for any attorney's fees it incurs to enforce this indemnification provision or any other indemnification provision in the contract.

M. Force Majeure

Neither party shall be held responsible for delay, nor could failure, to perform when such delay or failure is due to any of the following unless the act or occurrence could have been foreseen and reasonable action have been taken to prevent the delay or failure:

- Fire, Flood, or Epidemic
- Strikes
- Wars
- Acts of God
- Unusually severe weather
- Acts of public authorities
- Delays of defaults caused by public carriers

Provided the defaulting party to give notice as soon as possible to the other party regarding the inability to perform.

N. Duties to Mitigate

The contract between the District and the successful Vendor shall be governed by the laws of the State of Minnesota. Both parties shall use their best efforts to mitigate any damages that might be suffered by reason of any event giving rise to remedy hereunder. Attorney's fees If suit is brought by either party to this proposal to enforce any of its terms (including all component parts of the Proposal documents), and the District prevails in such suit, the Vendor shall pay all litigation expenses incurred by the District, including attorney's fees, court costs, expert witness fees, and investigation expenses.

O. Discrimination

During the performance of this contract, the Vendor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, gender, national origin, disability, age, marital status, sexual orientation, or public assistance status. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without unlawful discrimination because of their race, color, creed, religion, gender, national origin, disability, age, marital status, sexual orientation, or public assistance status. The Vendor shall also comply with any applicable federal or state laws

regarding nondiscrimination. The following list includes, but is not meant to limit, laws that may be applicable:

- Minnesota Statute 363A.37
- The Equal Employment Opportunity Act of 1972
- Executive Order 11246
- The Rehabilitation Act of 1973
- The Age Discrimination in Employment Act of 1967
- The Equal Pay Act of 1963
- Minnesota Statute 181.59
- The Job Training Partnership Act of 1982
- OSHA Requirements

P. Infringement on Adjoining Property – Not Applicable

Q. Temporary Facilities – Not Applicable

R. Utility Clearances – Not Applicable

S. Use of the District Facilities – Not Applicable

T. Cleanup – Not Applicable

U. Special Controls – Not Applicable

V. Publicity and Advertising

Vendor shall not use in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of the District except on the specific, written authorization, in advance, of the Districts Department of Public Relations.

W. Prohibition against conflicts of interest, gratuities, and kickbacks

Any employee or any official of the District, elected or appointed, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to or from any person, partnership, firm, or corporation offering, submitting pricing for, or in open market seeking to make sales to the District shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment of a fine in accordance with state and/or federal laws.

X. Damage to District Property

Any damage done to District property by the Contract Vendor's staff or equipment will be repaired at the expense of the Contract Vendor.

Y. Quality of Work – Not Applicable

1.08 ORDERING PROCESS AND PAYMENT

A. Purchase Orders

All orders authorized by the District for merchandise or services are initiated by a duly signed Purchase Order. The Contract Vendor shall not accept orders from the District without the benefit of a Purchase Order.

B. Quantities

The solution must support an estimated 1,300. The number of users is an approximate and is given only as reference for comparing solutions and cost. The District reserves the right to increase or decrease the number of users as needed over the length of the agreement.

C. Compliance with Laws

All items and services provided must comply in quality, type of materials, and methods of manufacture with all applicable Local, State, and Federal laws pertaining thereof.

D. Returns

Should the merchandise be delivered in an unacceptable condition, the District requires the Vendor to provide a return authorization and replacement for the merchandise, in a timely

E. Warranty

The Vendor warrants that the merchandise will conform to the District's description and any applicable specifications shall be of good merchantable quality and fit for the known purpose for which it is sold. This warranty is in addition to any standard warranty or service guarantee given by the Vendor to the District or any warranty provided by law. Vendor shall perform any necessary adjustments and/or service calls necessary for peak performance of specified equipment at no additional cost to the District for the duration of the warranty period.

F. Delivery

All products provided under this proposal shall be delivered, F.O.B. destination – no shipping and handling charges allowed, during District business hours, 7:00 a.m. to 2:00 p.m., Monday through Friday to the District Distribution Center located at 2727 Ferry Street North, Anoka, Minnesota, 55303, unless otherwise noted on the purchase order. Cost of delivery of the product is included in contract prices and delivery shall be made only as called for on duly signed Purchase Orders. The vendor is to assume all responsibility of transport of materials, including shipping schedules, freight charges, shortages, backorders, errors in quantities and/or qualities, damages in transit and any negotiations with freight carriers resulting from these discrepancies. The District will accept no responsibility for any items ordered, until such time as the material(s) specified are delivered, checked, and completely acceptable for use.

The Purchase Order Number must appear on all package-shipping labels. Items delivered in packages, cartons or crates are accepted only with the guarantee that upon the removal from such packaging, they are found to be in first class condition, without any defect, or they must be removed and replaced without additional charge to the District. Cartons not marked may be refused upon arrival or may be returned at the vendor's expense. Drivers must assist in unloading or a delivery may be refused.

G. Contract Vendor Personnel

All Contract Vendor personnel performing work on District property must wear a clearly visible company name badge that is easily recognizable by school/site staff, and have a criminal background screening that clearly shows no crimes have been committed against children. The Contract Vendor will keep Employee Screening records on file for any personnel delivering merchandise or performing service under this contract. The District reserves the right to audit these records at any time.

H. Taxes

Minnesota Taxes: Instrumentalities of the State of Minnesota are not subject to the State of Minnesota Sales Tax pursuant to Minnesota Laws of 1967, Extra Session, Chapter 32, Article XIII, Section 25, Subd. 1, Para. (J).

Telecommunication Excise Tax: The district falls under the category of State and Local Governments thus under regulations prescribed by the IRS, no tax shall be imposed under section 4251 upon any payment received for services or facilities furnished to the government of any State, or any political subdivision thereof, or the District of Columbia.

Excise Taxes: Instrumentalities of the State of Minnesota are not subject to Federal Excise Taxes. Individual exemption certificates will be furnished upon request if needed by the successful Vendor to reclaim such charges.

I. Payment

The District will pay undisputed invoices within 35 days of receipt. "Date of Receipt" means the completed delivery of the goods or services or the satisfactory installation, assembly or specified portion thereof, or the receipt of the invoice for the delivery of the goods or services, whichever is later (MN Statute 471.425). Purchasing Department at the Educational Service Center, 2727 North Ferry Street, Anoka, Minnesota, 55303.

J. Progress Payments

In accordance with Minnesota Statutes 16A.1245, Contractor shall, within 10 days of receipt of a progress payment, pay all Subcontractors and suppliers having an interest in the Contract their pro-rated share of the payment for all undisputed services provided by the Subcontractors and suppliers.

If the Contractor does not pay any Subcontractor or supplier on time, the Contractor must pay interest of 1 1/2 percent per month or any part of a month. The minimum monthly interest payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual amount due the Subcontractor. Any Subcontractor who prevails in a civil action to collect interest from a Contractor must be awarded its costs and disbursements, including attorney's fees incurred in bringing the action.

The Contractor may withhold as retainage from the Subcontractor progress payments an amount not to exceed 5 percent of the payment. The Contractor shall reduce or eliminate the retainage for a Subcontractor in the same manner that the Owner reduces or eliminates the retainage for the Contractor.

The enforcement of these conditions shall be the responsibility of the Subcontractor working through the Contractor and the Contractor's surety. To facilitate the resolution of any problems relating to these provisions, the Contractor shall furnish the Subcontractor with the name, address, and telephone number of the Contractor's surety within ten (10) days of the date on which the Contractor signs a Contract with the Owner.

Neither the Owner nor the Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor.

K. Non-Appropriation

The District reasonably believes that budgeted funds will be obtained sufficient to make all payments. Continuation of any agreements beyond June 30th of any year is contingent upon appropriation of budgeted funds for payment of that contract. In the event that adequate funds are not so appropriated, the District shall notify the vendor as soon as possible prior to the necessary cancellation and no penalty in any form shall be levied against the District because cancellation of any part or all of the equipment required by failure of appropriation.

L. Data Privacy

Vendor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Vendor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Vendor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

M. Return of Data

Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Vendor shall return all documents, data and other information provided by the District to Vendor, or Vendor's employees or agents in connection with this Contract. Additionally, Vendor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Vendor's possession or control, and provide District with proof of such destruction.

1.09 JOINT PURCHASING – Not Applicable

PART 2 - DETAILED SPECIFICATIONS

2.01 SUMMARY AND BACKGROUND

The Anoka-Hennepin School District is currently seeking to replace the current solution that it has in place. It is anticipated that a new solution would add additional functionality and better suit the needs of our organization. Anoka Hennepin School district has been using the Student Plans software hosted by cmERDC to create the following documents for students in need of support:

- Individualized Education Plans
- Evaluation Reports
- Other Due Process Documentation (e.g. Prior Written Notices, Behavior Plans, Consent To Release Private Data, etc.)
- 3rd Party Billing Documentation
- 504 Plans
- 504 Evaluation Reports
- Intervention Plans
- Health Plans
- Emergency Care Plans
- Specialized Transportation Requests

The current software is no longer going to be supported by cmERDC. The district must implement a solution to meet the needs of recording all of the Due Process documentation required and used by Special Education. Other documents such as Health Plans, Emergency Care Plans and 3rd Party Billing Documentation, 504 documentation and Intervention Plans are considered of additional value to the proposed solution.

The purpose of this Request for Proposal (RFP) is to solicit proposals from various candidate organizations, conduct a fair and extensive evaluation based on criteria listed herein, and select the candidate who best represents goals set forth by the school district.

The Anoka-Hennepin School District is a large suburban public-school district located approximately 20 miles north of Minneapolis. The district educates approximately 38,000 students located in approximately 45 sites.

2.02 PROPOSAL GUIDELINES

Responders should provide the following items as part of their proposal for consideration:

Tab 1 - System Requirements: Please describe the proposed solutions adherence to requirements. Must include attachment B titled "Technical/System Features & Functions" in the proposal response. Within this attachment, the required items are listed with specific questions.

Tab 2 - Value Added Items: Items not required but adding value have been outlined in the required attachment C titled "Value Added Items" in the proposal response.

Tab 3 – Proposed Project Plan: Please propose a draft project plan and timeline assuming an ability to start on February 1, 2022 and a go live date of no later than June 15, 2022. Project management methodology. Anticipated resources you will assign to this project (total number, role, title, experience). As part of this, please identify the person on the team that would be responsible for tracking state and federal mandates and what their qualifications are for that role.

Tab 4 - Proposed Training Plan: Please propose a recommended training plan assuming that we would have certain roles and capabilities of creating a train-the-trainer model for end-users. Please detail the training plan for initial training for all staff as well as updating staff when requirements or the software changes. Responders should take into consideration the following dates of significance to the district:

- December 23rd, 2021 - January 2nd, 2022 = Winter Break - no staff will be available.

- March 14th, 2022 - March 18th, 2022 = Spring Break - very few staff will be available.
- March 31st, 2022 - April 8th, 2022 = Vacation for primary tech support person, Bill Underwood

The go live date of solution must take place prior to June 15th, 2022.

Tab 5 - Historical Data Integration: Please describe the capabilities of importing historical data and documents held in the previous Due Process System. Identify which pieces of data can be imported into the database such that it could be used for future documents. Identify which pieces of data cannot be imported into the database and instead will be presented as a PDF. Describe the range in years of data and documents that will be allowed to be imported into the system for students.

Tab 6 - Experience / References: Responders will be evaluated on their experience as it pertains to the scope of this project. Description of experience in planning, building, and hosting software solutions for due process documentation. Examples of 3 or more districts of similar size currently using your solution.

Tab 7 - Cost: Responders will be evaluated on the cost of their solution(s) based on the work to be performed in accordance with the scope of this project. This shall include all initial and ongoing costs including any reimbursables.

2.03 PROJECT PURPOSE AND DESCRIPTION

The purpose of this project is as follows:

Anoka Hennepin's current solution for documentation of Special Education, Section 504, Health Plan, Intervention Plan, Tuition Billing and MA Billing is sunsetting. Additionally, the software which was originally adopted in 2003 is beginning to show its age. Anoka Hennepin is in search of a product that can meet as many of the needs described as possible.

Project Description:

Anoka Hennepin is seeking a provider that utilizes the latest web-based technology to create a website that is user friendly, simple to use, meets the legal requirements for the documents being created and allows some flexibility for our district to modify the fields and display of the documents.

The software design and layout should be aesthetically pleasing, simple for users to navigate, incorporate and keep up to date with any changes to the document requirements initiated by state and federal rules. The software and corresponding database must also be completely secure against intrusion. The software should have a robust reporting running system and view access to the database should be allowed through an ODBC connection to allow for the flexibility of creating reports as needed. The software should allow for automatic role and rights management based on a staff member's role in the district, but should also allow for manual rights management in instances where a staff member needs unique access that cannot be easily defined by their occupational codes stored in our human resources database.

2.04 PROJECT SCOPE

The scope of this project includes all design, development, coding, licensing and hosting of Anoka Hennepin's new software solution. All solutions should align with federal and state special education mandates.

The following criteria must be met to achieve a successful project:

Special Education Due Process Requirements

- Meeting Notice
- Evaluation Plan
- Evaluation Report
- Stand Alone FBA Eval Report
- IEP
- IFSP
- Behavior Intervention Plan (this could be embedded in the IEP)
- Part B Prior Written Notice

- Part C Prior Written Notice
- Manifestation Determination Document
- Emergency Restrictive Procedure Documentation
- Attachments-due process attachments from outside resources uploaded into the program
- Plan to import in historical information from previous Due Process system
- 504 Plans

Data Requirements

- Capacity to integrate with other information systems such as Synergy, TRAX, Viewpoint
- Read access to the database for Anoka-Hennepin technical support staff using an ODBC connection - (ODBC = Open Database Connectivity - it is a standard way to connect to a database)

Future Product Development Needs

- Vendor will monitor updates to special education mandates, statutes, and guidance from the Minnesota Department of Education to proactively update the software to meet those expectations.
- Vendors will meet with user groups to determine next steps for development of the software.

While not required, a list of value-added components has been included in Appendix A: “Technical/System Features & Functions”

2.05 REQUEST FOR PROPOSAL AND PROJECT TIMELINE

Description	Date
Proposal issued	Friday, December 3, 2021
Closing date for vendor questions	Thursday, December 16, 2021 by 4:00 p.m. LT
Responses issued to vendor questions	Monday, December 20, 2021 at 4:00 p.m. LT
Proposal opening	Monday, December 27, 2021 at 2:00 p.m. LT
Vendor Demonstrations	Week of January 10, 2022
School Board Meeting (Tentative)	Monday, January 24, 2022

2.06 BUDGET

Each proposal must include initial and recurring costs for each aspect of the proposal (in tab 7). Vendors need to submit these costs on the provided cost summary sheet. If a vendor has a need to describe costs not itemized on the cost summary sheets, please add as an addendum.

2.07 PROPOSAL EVALUATION CRITERIA

The District will evaluate all proposals based on the following criteria. To ensure consideration for this Request for Proposal, your proposal should be complete and include all of the following criteria:

Tab 1 - System Requirements: Proposed solutions adherence to requirements.	160
Tab 2 - Value Added Items: Proposed solutions response to value added items.	80
Tab 3 - Proposed Project Plan: Draft project plan and timeline.	20
Tab 4 - Proposed Training Plan: Recommended training plan assuming that we would have certain roles and capabilities of creating a train-the-trainer model for end-users. Detailed training plan for initial training for all staff as well as updating staff when requirements or the software changes.	40

Tab 5 - Historical Data Integration: Capabilities of importing in historical data and documents held in previous Due Process System.	80
Tab 6 - Experience / References: Responders will be evaluated on their experience as it pertains to the scope of this project.	20
Tab 7 - Cost: Responders will be evaluated on the cost of their solution(s) based on the work to be performed in accordance with the scope of this project.	600

2.08 PUBLIC INFORMATION

Data submitted by a business to the District in response to a Request for Proposals are private or nonpublic until the responses are opened. Once the responses are opened, the name of the responder is read and becomes public. All other data in a responder's response to a Request for Proposals are private or nonpublic data until completion of the evaluation process. "Completion of the evaluation process" means that the District has completed negotiating the contract with the selected vendor. After the District has completed the evaluation process, all remaining data submitted by all responders are public with the exception of trade secret data as defined and classified in Minn. Stat. § 13.37. A statement by a responder that submitted data are copyrighted or otherwise protected does not prevent public access to the data contained in the response. Proposals submitted in response to an RFP become the property of the District and will not be returned.

If all responses to a Request for Proposals are rejected prior to the completion of the evaluation process, all data, other than that made public at the response opening, remain private or nonpublic until a re-issuance of the Request for Proposals results in completion of the evaluation process or a determination is made to abandon the purchase. If the rejection occurs after the completion of the evaluation process, the data remains public. If a re-issuance of an RFP does not occur within one year of the proposal opening date, the remaining data become public.

2.09 PROMPT PAYMENT DISCOUNT

Prompt Payment Discount If Offered (i.e. 2% 10, net 30)

Indicate prompt payment discount _____

2.10 ALTERNATE PAYMENT OPTIONS

Will your company accept payment by credit card (P-Card) at no additional cost to the District?

Yes ___ No ___

2.11 VENDOR REPRESENTATIVES

The Vendor must provide a dedicated sales representative, customer service representative, and accounts receivable representative to assure continuity of service and success of the contract. The Contract Vendor must notify the district immediately of any changes in support staff.

	Name	Email	Phone
SALES REPRESENTATIVE:	_____	_____	_____
CUSTOMER SERVICE REP:	_____	_____	_____
ACCTS. RECEIVABLE REP:	_____	_____	_____

PART 3 - ACCEPTANCE

I, the undersigned, hereby certify that I am a duly authorized agent of _____ to submit this proposal for consideration and acknowledge that all 36 pages of the **Request for Proposal 22011P for Due Process & Student Support Solution** have been received and agree to the terms contained therein.

SIGNED: _____

NAME: _____
(Type or print)

TITLE: _____

VENDOR NAME: _____

ADDRESS: _____

E-MAIL: _____

PHONE: _____

ADDENDA

Receipt of the following Addenda to the proposal documents and their costs being incorporated in the proposal is acknowledged:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

<p>A COMPLETE PROPOSAL SUBMISSION MUST INCLUDE THE FOLLOWING</p> <p>___ One (1) bound original, and one (1) loose-leaf copy of the Proposal (Part 1, Section 1.04 A)</p> <p>___ Proposal Security (Part 1, Section 1.04 L)</p> <p>___ Proposal Form & Any TAB Section Attachments (Part 2)</p> <p>___ Signed Acceptance (Part 3)</p> <p>___ Affidavit of Non-Collusion (Attachment A)</p> <p>___ Flash drive (All proposal documents must be submitted on a flash drive.)</p>
--

ATTACHMENT A

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty of perjury:

That I am the Vendor (if the Vendor is an individual), a partner in the company (if the Vendor is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Vendor is a corporation);

That the attached response has been arrived at by the Vendor independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with any other Vendor designed to limit fair or open competition;

That the contents of the Request for Proposal response have not been communicated by the Vendor or its employees or agents to any person not an employee or agent of the Vendor and will not be communicated to any such persons prior to the official opening of the Proposal; and

I certify that the statements in this affidavit are true and accurate.

Authorized Signature: _____

Date: _____

Firm Name: _____

TAB 1 – SYSTEM REQUIREMENTS AND OPTIONS

Please describe the proposed solutions adherence to requirements as detailed in section 2.04 Project Scope. Proposal submission must include all pages of attachment B below titled “Technical/System Features & Functions”.

Technical/System Features and Functions:

Attachment B:

Question	Yes	No	Comments
Special Education Forms			
Team Meeting Notice: Requirement of proposed system			
Does the system alert case managers when Annual IEP meetings are coming due? Please describe how they are alerted.			
Can reports be run at the district level, school level, case manager level when annual IEP meetings are coming due?			
Evaluation Plan: Requirement of proposed system			
Anoka Hennepin has an evaluation team that conducts SPED evaluations. We need the possibility of one staff member working on Meeting Notices, IEPs and other SPED documents while the evaluation manager is working on evaluation report documents. Is it possible to assign someone who is not the SPED Case Manager of the student to be the Evaluation Manager?			
How are case managers alerted regarding upcoming 3 year re-evaluation due dates?			
Can reports be run at the district level, school level, case manager level showing when 3 year re-evaluations are coming due?			
Is there a separate “stand alone FBA” evaluation report OR a way to designate in the system that this FBA only report is not a comprehensive for purposes of the 3 year date			

Are we able to customize options for the evaluation plan proposals section?			
Evaluation Report: Requirement of proposed system			
Is it possible for multiple people to be working on an Evaluation Report at the same time?			
Are we as a district able to add individual procedures to the district tables to be used in Evaluation Plans and Reports? For example: When a new assessment tool is adopted by our district, are we able to add that new assessment tool into the system so that it can be documented on the evaluation plan and report.			
Are we able to add district templates for individual evaluation procedures to be preloaded before staff begin to work on those individual procedures?			
Is there a Rich Text Editor that staff work in while working on the evaluation sections?			
Are we able to create and insert tables into the evaluation report?			
How are SPED Case Managers alerted regarding upcoming 3 year re-evaluation due dates?			
Can reports be run at the district level, school level, case manager level showing when 3 year re-evaluations are coming due?			
What other reports are available for the evaluation?			
Individualized Education Plan (IEP): Requirement of proposed system			
Regarding the Present Levels of Academic Achievement and Functional Performance. Is that documented as one continuous section or is it broken down into each of the individual goals?			

What safeguards are in place to assure that all of the necessary components of the IEP are filled out?			
How does your system manage age/grade based requirements such as transition area information so that staff are required to fill out these age/grade based requirements only when appropriate?			
Describe what supports you have in place to assure that staff are selecting the correct federal setting.			
In addition to general support in choosing the correct federal setting, what supports are in place to assure the correct setting is in place between a student's ECSE year and Kindergarten year?			
What reports can be run at the district level, school level, case manager level?			
Individualized Family Service Plan (IFSP): Requirement of proposed system			
Describe what supports you have in place to assure that staff are selecting the correct federal setting.			
What reports can be run at the district level, school level, case manager level?			
Describe how your system manages IFSP timelines and alerts staff members to when timelines are coming due.			
Behavior Intervention Plan: Requirement of proposed system			
What reports can be run at the district level, school level, case manager level?			
Is the BIP a separate document or part of the IEP?			

What components are included in the BIP?			
Can the fields and format of the BIP be customized to meet the district requirements? Please describe.			
Prior Written Notice (Part B and C): Requirement of proposed system			
What reports can be run at the district level, school level, case manager level?			
Does your system have a way for parents to sign PWNs electronically? Please describe.			
What are the choices that a parent has on the PWN as far as agreement? Can that be customized?			
Describe the documentation process when a parent signs off on the PWN. What happens when a parent agrees/disagrees?			
Manifestation Determination: Requirement of proposed system			
What reports can be run at the district level, school level, case manager level?			
Does the manifestation determination form document who is in attendance and whether or not members of the team are in agreement?			
Emergency Restrictive Procedures: Requirement of proposed system			
Can the questions being asked in this document be customized?			
Can reports be run at the district level, school level, case manager level?			

TAB 2 – VALUE ADDED ITEMS

Items not required but adding value have been outlined in attachment C below at minimum all pages of attachment C must be included in the proposal response.

Attachment C:

Question	Yes	No	Comments
Special Education Forms			
Conference Logs:			
Does your system have a Student Conference Log document to record conversations that happen with legal guardians regarding due process?			
Can a case manager batch print multiple Student Conference Logs for a student based on a date range they can set? The intent is that at the end of the year, we would like to be able to batch print Student Conference Logs and put them in the paper cumulative file for the student.			
Summary of Performance (Graduating Students):			
Does your system have a Summary of Performance document for graduating students? (we would like to see an example of how to create that document and what the end result looks like at the demonstration)			
What reports can be run at the district level, school level, case manager level?			
Release Consent Documents (ROI):			
Does your system have a Release Consent Document?			
Who has rights to create and edit a Release Consent Document for a student?			
Can previous ROIs created in our previous system be uploaded into the new software?			

ECSE Child Outcomes Summary:			
Does your system have an ECSE Child Outcomes Summary document?			
What reports can be run at the district level, school level, case manager level?			
Special Education Reporting Capabilities:			
Are rights to run reports able to be managed to limit reporting to district level, school level and case manager level? For example, could a lead teacher at a building be restricted to just running reports at their building?			
What reports are able to be downloaded as an Excel file?			
Is it possible to create custom reports? Who would have the capabilities to create custom reports?			
Our district has a desire to see an average daily number of minutes that we serve students as part of a workload analysis that we do for staffing. This report would need to show only specific services, and only if they are direct minutes. Using your system, how would we gather that information?			
Customization:			
Are we able to add custom menu items leading to external URLs?			
Are we able to create custom directions on pages that staff work on? Please outline which documents we are able to customize and to what level.			
Are we able to customize how the documents print out? Please outline which documents we are able to customize and to what level.			

Are we able to create custom fields within the documents? Please outline which documents we are able to customize and to what level.			
Are we able to create custom pages within the documents? Please outline which documents we are able to customize and to what level.			
Are we able to add custom text to the login screen? Please describe. For example, we have a contact list of who to call with specific concerns. We also add vital information like when the system is going to be down.			
MA Billing:			
Are we able to document Activity Logs?			
Is there an MA Billing Dashboard? If yes, what information is displayed on that Dashboard?			
Is your system able to interact with the MN-ITS system to import in the MA Billing Number for the student and eligibility dates?			
What other information are you able to import in that would be helpful to the MA Billing Process?			
Can you import Para Certification information from the state into the system? If not, how is that information entered?			
Please describe the process for collecting Time Study information in order to generate an average daily minutes for paraeducator activity logs.			
Is there a report that can be run to identify when time studies are due?			
Please describe the process for creating Supervision Schedules for Paraeducators.			

Please describe the process for documenting para training and supervision performed by the para supervisor.			
How are staff informed when these para training and supervision has expired and needs to be redone?			
Please describe how your system handles Activity Logs where 2 or more paras are working with the same student at the same time throughout the day.			
Please describe the process for service providers to enter in their Activity Logs.			
Please describe how transportation encounters are documented in your system.			
When a student is absent, does the system allow Activity Logs to be created? If so, what safeguards are in place to assure that we do not bill on days where a student was absent? What about if a student was only absent for a portion of the day?			
What safeguards are in place to assure that Activity Logs are accurate and reasonable before submitting to the state?			
Please describe the process for submitting Activity Logs to the state.			
Please describe how your system can help support the end of the year encounter and minutes reconciliation.			
What data are you going to be able to import in from our current Student Plans system into your system so we are not having to recreate supervision schedules, training documentation, time study results and para certification information.			

Is it possible to pull in the medications and/or procedures for a student from our Student Information System and have that pre-load into an Activity Log so staff are not having to re-enter that on every Activity Log.			
What reports are able to be run regarding MA Billing and Activity Logs?			
How many years of MA Billing information will be stored in the system in case of an audit?			
What other Minnesota districts do you support in the MA Billing process?			
Occupational Therapists need to sign off on Certified Occupational Therapist Assistants (COTA) work with students as part of their professional procedures. Is there a way in the system to electronically sign off on notes entered into Activity Logs? If not, is it possible for Occupational Therapists to run reports showing Activity Logs entered by the COTAs so they can sign off on the paper printed off?			
Transportation:			
Does your system have a mechanism for the creation of Special Education Transportation Requests that would be created by case managers and viewed by the transportation department for routing?			
What are the requirements for creating a transportation request for students? Currently, a student needs to have an active IEP, 504 Plan or an active Health Plan in order to create a transportation request.			

Tuition Agreements:			
Does your system have a Tuition Agreement document?			
What information can be pre-populated into the Tuition Agreements based on information from our Staff and Student Information System?			
Once information is pre-populated, are we able to edit that information in case something is incorrect in one of our systems?			
What reports can be run regarding tuition billing?			
Some of our students receive services at a care and treatment facility. Each year we determine the daily rate for services for those students and if the student is not a resident of ours, we can bill the resident district. Does your system have a way of generating invoices to help recoup those costs? If yes, please describe that process.			
Individual Health Plans:			
Does your system have an Individual Health Plan document?			
Does your system have separate 504 and Health Plans or are they a combined document?			
Please describe how a person is assigned to a student as a health plan manager. Is there a way to do bulk assignments?			
As people are creating health plans, are they able to select from a library of nursing concerns, goals, and interventions (a drop down to choose from)?			

If there is a library, is it dynamic, such that when a staff member chooses a nursing concern, that only the goals and interventions appropriate for that concern are options for the staff to choose from?			
If there is a library, is the library customizable by district administration?			
Within the library, are there wild cards that will automatically pull in the students name, grade, school, etc. when staff select items from the library?			
Can we import the demographics, medical provider and ICD-10 codes from our Student Information System?			
Is it possible to mark a health plan as a 504 plan as well so that a separate 504 plan does not have to be written?			
Can we set it so that when a student's IEP prints off their Health Plan prints off as well?			
Is there a place for a parent signature on the health plan to show that they have agreed to it?			
Is there a way to track when a Health Plan is sent home and when it is approved by the parent?			
Is there a screen that staff can get to where their students with Individual Health Plans are sorted by school building?			
What supports are in place to assure that staff have filled in documents correctly?			
What supports are in place to help support nurses to make sure that documents are not missing or overdue?			

Please describe what reports can be run by administrators to get a global perspective.			
What reports can be run by health plan manager, school and district?			
Emergency Care Plans:			
Does your system have an Emergency Care Plan document?			
Is there a library (i.e. drop down menu) of concerns and emergency actions?			
If there is a library, is it dynamic, such that when a staff member chooses a concern, that only the emergency actions appropriate for that concern are options for the staff to choose from?			
If there is a library, is the library customizable by district administration?			
Is there a dashboard where nurses can view importation information about the students on their caseload such as the health plan dates, emergency care plan dates, special ed and 504 information? Please describe.			
If there is a dashboard that can be sorted by school building to get a global perspective of the emergency care plans at each building?			
504 Plans:			
Does your system have a 504 Plan document? (we would like to see an example of how to create that document and what the end result looks like at the demonstration)			
How are 504 plans different from IEPs in regards to timelines and alerts for staff?			

Documentation of 504 eligibility, date of initiation, date of review, case manager name			
What reports can be run by 504 plan manager, school and district?			
Are rights to Section 504 documents separate from Health and/or Special Ed			
Intervention Plans:			
Does your system have an Intervention Plan document to be used in general education for struggling learners who are not identified as needing a 504 or IEP?			
How are timelines and progress monitoring documented in the system?			
Can individual interventions be entered into your system?			
Can the intervention plans be customized?			
Future Development:			
What is the process for determining priority for big fixes and enhancements?			
How is your company notified of mandate changes & requirements from the state and feds? Who monitors? How is district input gathered?			
Is it possible for a district to request custom enhancements? Describe that process.			

Staff Development:			
What are your recommendations regarding staff development? Please comment on: <ul style="list-style-type: none"> - Difference between initial training and ongoing updates - Time needed for staff development - Model of staff development 			
Other:			
Does the system have a time out feature for security?			
Does the system have an auto save feature, so if staff are timed out, they do not lose work?			
What word processors can we successfully cut and paste from?			
If cutting and pasting from other word processors is allowed, will cutting and pasting from these word processors save the formatting such as bold, italicize and underlining?			
If cutting and pasting from other word processors is allowed, can we cut and paste tables from these word processors?			
Is it possible to electronically send out documents? Please describe that process.			
Does your system allow for electronic signatures? Please describe that process.			
Does your system allow staff to upload documents to the student's record? One example would be uploading IEPs, ESRs and other documents from other districts. Please describe that process.			
Please describe the granularity of which we can assign rights to only certain documents.			

Can some staff get rights to simply view documents while others get rights to create and edit documents?			
Is there a right that staff can get to “act as” another staff member so they can see the same view that the staff member they are supervising sees?			
Technical Specifications			
General information			
Are all aspects of the product fully browser-based?			
Provides real-time data access? Real-time data is about performance, availability, and resiliency of data. Data is delivered to users and apps quickly, regardless of where it is physically located.			
Is the product scalable to support numerous staff members using/logging in to the system at the same time?			
Device (computer/tablet/Chromebook) requirements			
What are all of the minimum technical specifications for staff and student devices (e.g. hardware, processor, RAM)? <ul style="list-style-type: none"> ● Windows computers ● Mac computers ● Chromebooks ● iPads 	N/A	N/A	Comment here:
All features must work with the version of Windows, Chrome OS, macOS, and/or iPadOS the app is intended to run on. See list below. Must guarantee the solution will stay current with new operating systems as they are implemented by the district (annual major upgrades for Win/Mac, day-zero stable releases for Chromebooks, day-90 releases for iPads). (cont.)	<input type="checkbox"/>	<input type="checkbox"/>	

<p><u>2021-22 OS versions</u> Does the application and all of its components support the operating systems below?</p> <ul style="list-style-type: none"> ● Windows 10 1909 and above. <input type="checkbox"/> ● macOS Catalina (10.15.x) and above. <input type="checkbox"/> ● Chrome OS 93 and above for 2021-22. <input type="checkbox"/> ● iPadOS 14 and 15 for 2021-22. <input type="checkbox"/> 			
<p>What is the average time after a major operating system release before your application is certified and supported for each OS?</p> <ul style="list-style-type: none"> ● Windows ● macOS ● Chrome OS ● iPad OS 	N/A	N/A	Comment here:
<p>Can users access all components of the system similarly on the operating systems below?</p> <ul style="list-style-type: none"> ● Windows computers ● Mac computers ● Chromebooks ● iPads 			
<p>Are device configuration changes necessary to run/access the application or service on the operating systems below?</p> <ul style="list-style-type: none"> ● Windows computers <input type="checkbox"/> ● Mac computers <input type="checkbox"/> ● Chromebooks <input type="checkbox"/> ● iPads <input type="checkbox"/> 			Describe any specific configuration changes required at the device level.
<p>Where applicable, can your software, apps, and/or extensions be installed and configurations managed via the management systems below?</p> <ul style="list-style-type: none"> ● SCCM for Windows <input type="checkbox"/> ● Jamf for Mac/iPads <input type="checkbox"/> ● Google Admin Console for Chromebooks <input type="checkbox"/> 			
<p>Does the application require Java?</p>	<input type="checkbox"/>	<input type="checkbox"/>	

If yes, is the Java subscription included in the purchase of your solution?	<input type="checkbox"/>	<input type="checkbox"/>	
Browser requirements for web-based apps			
<p>Can all components of the system be accessed similarly from the browser in each of the operating systems below?</p> <ul style="list-style-type: none"> • Windows computers • Mac computers • Chromebooks • iPads (default for links is Safari) 	<input type="checkbox"/>	<input type="checkbox"/>	If no was checked, describe the components/peripherals (e.g. scanners, probes) that are not supported in a web browser interface.
<p>Does the product support the latest version of the browsers listed below?</p> <ul style="list-style-type: none"> • Firefox v91.x ESR • Microsoft Edge • Latest stable Chrome browser • Safari 	<input type="checkbox"/>	<input type="checkbox"/>	What is the average time after a major browser release before your application is certified and supported?
Can a user be logged in from multiple simultaneous devices?			
Print/scan/PDF reader			
Does the product support DNS printing?			
If applicable, does the product support Adobe Reader DC 2020.013.20074 or higher (macOS)?			
If applicable, does the product support Adobe Reader DC 2020.006.20034 or higher (Windows)?			
Network related (internet/capacity/security)			
How much bandwidth is needed per session to run the application?	N/A	N/A	Comment here:
Does the solution include tools for traffic analysis and reporting that indicate current users and usage frequency by modules used?	<input type="checkbox"/>	<input type="checkbox"/>	

What is your disaster recovery strategy?	N/A	N/A	Comment here:
Hosted or On-Prem			
Is the solution Hosted ?	<input type="checkbox"/>	<input type="checkbox"/>	
Are there any special requirements for the hosted solution?	N/A	N/A	Comment here:
How much bandwidth is expected to be used?	N/A	N/A	Comment here:
Anything else needed?	N/A	N/A	Comment here:
Is the solution on-prem ?	<input type="checkbox"/>	<input type="checkbox"/>	
Are there any special requirements for on-prem?	N/A	N/A	Comment here:
Support VMWare? What version is supported?	N/A	N/A	Comment here:
Hardware requirements?	N/A	N/A	Comment here:

TAB 3 - PROJECT PLAN

Please use the space below or attach a draft project plan with major milestones and proposed timelines. Please propose a draft project plan and timeline assuming an ability to start on February 1, 2021 and a go live date of no later than July 1, 2022. Project management methodology. Anticipated resources you will assign to this project (total number, role, title, experience). As part of this, please identify the person on the team that would be responsible for tracking state and federal mandates and what their qualifications are for that role.

TAB 4 – PROPOSED TRAINING PLAN

Please propose a recommended training plan assuming that the district will have certain roles and capabilities of creating a train-the-trainer model for end-users. Please detail the training plan for initial training for all staff as well as updating staff when requirements or the software changes.

Please also be sure to describe any resources (videos, training documents, ...) that will be made available to the district so that ongoing support and training may be conducted by district personnel.

Responders should take into consideration the following dates of significance to the district:

- December 23rd, 2021 - January 2nd, 2022 = Winter Break - no staff will be available.
- March 14th, 2022 - March 18th, 2022 = Spring Break - very few staff will be available.
- March 31st, 2022 - April 8th, 2022 = Vacation for primary tech support person, Bill Underwood

The go live date of solution must take place prior to June 15th, 2022.

TAB 5 – HISTORICAL DATA INTEGRATION

Please describe the capabilities of importing in historical data and documents held in the previous Due Process System. Identify which pieces of data can be imported into the database such that it could be used for future documents. Identify which pieces of data cannot be imported into the database and instead will be presented as a PDF. Describe the range in years of data and documents that will be allowed to be imported into the system for students.

TAB 6 – EXPERIENCE / REFERENCES

Responders will be evaluated on their experience as it pertains to the scope of this project. Description of experience in planning, building, and hosting software solutions for due process documentation. List of how many full time, part time, and contractor staff in your organization dedicated to this project. Examples of 3 or more districts of similar size currently using your solution.

TAB 6 – COSTS

Costs

Please provide a detailed list of costs for each aspect of this proposal.

You may use your own format for this response as long as the following detail is evident:

- Total of all upfront / one-time costs associated with all aspects of the proposed solution (conversion of former data, installation configuration of proposed solution).
- Please identify the total annual recurring costs for the length of the contract
- When providing any additional costs for training, please itemize costs so that we may evaluate plans that may have different proposed number of hours.