

Request for Proposals

Automated Substitute Placement and Absence Management System RFP Solicitation Number: #HR 2013-01

DATE POSTED: February 11, 2013

RETURN QUOTES <u>NO LATER TH</u>	<u>AN</u> :	HAND DELIVER OR MAIL QUOTE TO:				
CLOSING DATE: March 1, 2013 CLOSING TIME: 2:00 P.M.		SCHOOL DISTRICT OF NEWBERRY COUNTY Attn: Pamela H. Arrington, PHR				
		1539 Martin	Street - Post Offi	ce Box 718		
		Newberry, S	C 29108			
THE SCHOOL DISTRICT OF NEW	BERRY COUNTY (S	DNC) ASSUMES NO	RESPONSIBILITY I	OR IMPROPER	LY MARKED O	
MISDIRECTED PROPOSAL RESP	ONSES AND/OR CO	ORRESPONDENCE R	RELATED TO THIS D	OCUMENT.		
DUDCHACING OFFICIAL. 15 C.		C	O			
PURCHASING OFFICIAL: Jim Su		Superintendent for imber: 803-321-26	•	aministration		
	Email: <u>I</u> S	suber@newberry.k1	LZ.SC.US			
OF	FERORS MUST PR	OVIDE THE FOLLOW	VING INFORMATIO	N:		
NAME OF COMPAI	NY	MAILING ADDRESS				
(AREA CODE) PHONE NU	JMBER	CITY	STATE	ZIP CODE		
FACSIMILE NUMBE	 R	FEDERAL ID C	OR SOCIAL SECURIT	Y NO. (if available	2)	
				,	,	
SC CONTRACTOR'S LICENSE	# (if applicable)					
	ii (ii applicable)					
EMAIL ADDRESS:		MIN	NORITY VENDOR: `	Yes or No (circle	one)	
/WE THE UNDERSIGNED UNDER PENA	ALTIES OF PERJURY CER	TIFY:				
SUBMISSION OF A RESPONSI	F TO THIS PROPOSAL D	OFS NOT VIOLATE ANY	FFDFRAL OR STATE AN	TI-TRUST I AWS.		
2. COMPLIANCE WITH ALL REQ					.0. ET SEQ. S.C.	
CODE ANN, (1976). (APPLICA					0, 1: 010, 0:0:	
3. COMPLIANCE WITH THE COL			THE ETHICS, GOVERNM	MENT COMPLIANCE	E WITH S.C. TAX	
WITHHOLDING AMENDMEN			,			
4. TO FURNISH ITEM(S) AND OF	R SERVICE(S) IDENTIFIE	D HEREIN, AT THE PRICE	E(S) QUOTED, PURSUAN	NT TO ALL TERMS, (CONDITIONS,	
PROVISIONS, AND SPECIFICA	TIONS CONTAINED IN	THIS DOCUMENT OR AN	IY SUBSEQUENT WRITT	EN AMENDMENTS	, WHICH CLEARLY	
REFERENCE THIS PROPOSAL	NUMBER.					
5. COMPLIANCE WITH ALL PRO	VISIONS AND CLAUSES	BY REFERENCE IDENTIF	IED HEREIN.			
6. RECOGNITION THAT THIS SO	LICITATION IS GOVERN	IED BY THE SCHOOL DIS	TRICT OF NEWBERRY C	OUNTY PROCUREM	1ENT CODE.	
AUTHORIZED SIGNATURE			(PRINT OR TYPE) A	UTHORIZED SIGNA	TURE	

****BID MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID****

GENERAL PROVISIONS

- 1. This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of the bids or to procure any goods or services.
- 2. An authorized individual who may bind the Offeror to provide the services in accordance with the specifications contained in this RFP must sign your bid response. The bid response must contain a statement to the effect that your bid is firm for a period of thirty (30) days from the bid due date or longer if so required by the District.
- **3.** The School District of Newberry County Procurement Code and Regulations govern and supersede any and all documents, proposals and policies, whether stated or implied.
- **4.** The District assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, or any other such correspondence by the US Postal Service, electronic transmission, facsimile, or any other method.
- 5. Addenda: Addenda shall be issued prior to the RFP submittal date and time for the purposes of modifying or interpreting the proposal instructions through additions, deletions, clarifications, or corrections. At the discretion of the District, if it becomes necessary to revise or clarify any part of this RFP, an addendum will be posted at www.newberry.k12.sc.us. Because this RFP is posted electronically, the Owner may not be aware of all potential proposers, particularly those that attained a copy from this web site or other unknown sources. It is the proposer's responsibility to check this web site periodically to determine if any addenda have been issued. Any addenda issued by the District shall become a formal part of this RFP HR 2013-01.

Addenda shall be forwarded to all potential offerors who are known by the District to have received a complete copy of the RFP. No addenda shall be issued later than four (4) days prior to the RFP submittal date except to a) withdraw the RFP solicitation, or b) to postpone the RFP submittal date and time. The SDNC shall not be legally bound by any amendment or interpretation that is not in writing.

Offerors shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment(s) with their proposal. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

- 6. Proposal as Offer to Contract: By submitting your proposal, you are offering to enter into a contract with the District. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offerer. Any offer may be submitted by one legal entity; joint bids are not allowed.
- **7. Affirmative Action:** The Contractor shall comply with all federal and state requirements concerning fair employment and employments of the handicapped, and concerning the treatment of all employees, without regard to or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
- **8. Ambiguous Quotes/Bids:** Bids which are uncertain as to terms, delivery, quantity, or compliance with requirements and/or specifications may be rejected or otherwise disregarded.
- **9.** Approval of Publicity Releases: The contractor shall not have the right to include the District's name in its published list of customers, without prior approval of the District. The Contractor agrees not to publish or cite

in any form any comments or quotes from District staff. Contractor further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the District.

- **10. Authorization and Acceptance:** The proposal must be signed by an authorized individual who may bind the Offeror to these services in accordance with the requirements contained in this RFP. The quote must contain a statement to the effect that your bid is firm for a period of thirty (30) days from the bid due date or longer if so required by the District.
- 11. Proposal Constitutes Offer: By submitting a proposal, the Offeror agrees to be governed by the terms and conditions as set forth in this document. Any proposal containing variations from the terms and conditions set forth herein may, at the sole discretion of the District, render such proposal non-responsive. Any inconsistencies between the RFP and any other contractual instrument shall be governed by the terms and conditions of this RFP, except where subsequent amendments to any contract resulting from this RFP award are specifically agreed to in writing by the parties to supersede any such provisions of this RFP.
- **12.** *RFP Expenses:* The District or any of its representatives shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of the vendor's response to this solicitation.
- **13.** Bidder's Qualification: No quote, bid, or proposal shall be accepted from, and no contract will be awarded to , any person, firm, or corporation that is deemed irresponsible or unreliable to the District.
- 14. Clarifications: The District reserves the right, at any time after opening and prior to award, to request from any Proposer clarification, address technical questions, or to seek or provide other information regarding the Proposer's proposal. Such a process may be used for such purposes as providing an opportunity for the Proposer to clarify his proposal in order to assure mutual understanding and/or aid in the determinations of responsiveness or responsibility.
- 15. Confidentiality: Ownership of all data, material and documentation originated and prepared pursuant to this RFP shall belong exclusively to the District and be subject to public inspection in accordance with the Freedom of Information Act. However, commercial and/or financial information which is confidential or privileged included in bids will not be disclosed if such information has been identified by the firm as confidential. All firms who wish to have selected information in their bids remain confidential must visibly mark as "Confidential" each part of the bid they consider proprietary information.
- 16. Covenant Against Contingent Fees: The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, the School District of Newberry County shall have the right to annul this contract without liability or in its discretion to deduct from the contact price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- **17.** *Contractor Responsibility:* The Contractor alone will be held solely responsible to the District for performance of all Contractor obligations under any contract resulting from their bid.

- **18.** Correction of Errors in the Proposal: All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.
- 19. District Closings: If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the District Office by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal District processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at www.newberry.k12.sc.us.
- **20. District Regulations:** The vendor(s) and his representatives shall follow all applicable regulations while on District property, including the NO SMOKING, no weapons, and drug-free policies. No work shall interfere with school activities or environments unless an authorized employee for that location gives permission.
- 21. Excusable Delay: The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor.

22. Explanation to Prospective Proposers:

a. Any prospective Proposer desiring an explanation or interpretation of this solicitation shall request it in writing soon enough to allow a reply to reach <u>all</u> prospective Proposers before submission of their bids.
 DEADLINE FOR SUBMISSION OF QUESTIONS: MONDAY, February 25, 2013 AT 10:00 A.M. Submit questions to <u>parrington@newberry.k12.sc.us</u>.

Note: No other District personnel shall be contacted regarding this solicitation. Firms or individuals that attempt to contact other District personnel or representatives or obtain information in any way other than the authorized method described herein may have their proposal rejected.

Any response to the respondent's request for interpretation of documents will be made by addendum if the Purchasing Department believes the interpretation is not clear in the bid document. The District will not be responsible for any other explanation or interpretations.

- b. Oral explanation and/or instructions given before the award of the contract shall not be binding.
- c. Any information given to a prospective Proposer pertaining to this solicitation shall be furnished promptly to other prospective Proposers as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective Proposers.
- **23.** Examination of Records: The School District of Newberry County shall have until three (3) years after final payment under this contract access to and the right to examine any of the Contractor's directly pertinent books, documents, papers or other records involving transactions related to this contract.

- **24.** *Interpretations:* If any questions arise from this solicitation, respondents must contact the Executive Director of Human Resources. Any response to the respondent's request for interpretation of documents will be made by addendum if the District believes the interpretation is not clear in the bid document. The District will not be responsible for any other explanation or interpretations.
- 25. Submission of Data: Each Proposer, upon request, shall submit evidence of liability insurance, Workmen's Compensation (if required), and other data regarding experience relating to this RFP and proposes to satisfy the requirements of this solicitation and fulfillment of a contract. The contractor shall maintain during the entire period of his performance under this contract, the required minimum insurance covering all properties and activities that are encompassed in the performance of the Proposal requirements. The successful vendor must furnish a statement of Workers' Compensation as required by law and by entering into contract guarantees that said contractor will not file a claim against the School District of Newberry County.

Upon request and/or prior to the commencement of work hereunder, potential proposers shall furnish to the District, a certificate of the above insurance requirements. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the District in such insurance shall not be effective without fifteen (15) days advance written notice to the District. Failure to replace any canceled insurance shall be deemed a breach of contract by the contractor.

The insurance coverage listed below must be procured by the vendor(s) at their own expense:

- (A) Owner's Protective Liability Insurance: Per injury, including death limits of \$250,000 for each person and \$500,00 for each accident.
- (B) Vendor(s) Public Liability Insurance: Personal injury, including death limits of \$250,000 for each person and \$500,000 for each accident.
- (C) Property Damage: Limits of \$50,000 for each accident and \$100,000 for the aggregate.
- (D) Professional Liability Insurance: One million dollars (\$1,000,000.00) exclusively dedicated to the scope of work awarded pursuant to this solicitation for the benefit of the District.
- **26.** *Licenses and Permits:* During the term of the contract, the Contractor shall be responsible for obtaining and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each of any such licenses, permits and/or inspections required by the District, county, city or other government entity or unit to accomplish the work specified in this solicitation document and the contract.
- **27.** *Offeror Responsibility:* Each Proposer shall fully acquaint himself/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFP. It is expected that this will sometimes require on-site observation. The failure or omission of a Proposer to acquaint himself/herself with existing conditions shall in no way relieve the Proposer of any obligations with respect to his bid or contract.
- 28. Posting of Award: Notice of Award will be mailed to all Proposers by the School District of Newberry County.
- **29. Proper Invoice:** Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:
 - Name of Business
 - Contract number or other authorization for delivery of service or property
 - Complete description

- District Purchase Order Number
- Price and quantity of property or service actually delivered or executed
- Shipping and payment terms
- Name where applicable
- Title, telephone number and complete mailing address of responsible official to whom payment is to be sent; and
- Other substantiating documentation of information as required by the contract.
- **30. Proposer's Qualifications:** Bids shall be considered only from Proposers who are regularly established in the business called for and who in the judgment of the District are financially responsible and able to show evidence of their reliability, ability, experience, equipment supervised by them to render prompt and satisfactory service in the volume called for under this contract.
- **31. Rejection/Cancellation:** The District reserves the right, to accept or reject, in part or in entirety, any or all quotes/bids, to negotiate with all qualified proposers and to cancel in part or in entirety this solicitation if it is in the best interest of the District. Further, the District reserves the right to waive any or all informalities or technicalities in order to serve the best interest of the District.
- **32. Responses:** All responses to this solicitation must comply completely with the requirements and schedule indicated in this solicitation to be considered for evaluation. All vendor(s) must be able to meet or exceed any and all requirements.
- **33. Subcontractors:** No subcontractors will be allowed to perform the duties specified in the RFP. It is the expectation of the SDNC that all inspections and related services be performed by the primary contractor.
- **34. Time Of Completion:** Date of delivery shall be a consideration factor in the awarding process. The Proposer shall include with his/her proposal delivery dates for each item as requested, and shall furnish all items in accordance with the proposal solicitation unless an extension is granted by the District in writing.
- **35.** *Unlawful Acts:* The District interprets a signed proposal as signifying that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under the state of South Carolina or United States laws.
- **36.** Withdrawal of Proposal Response: A proposal response cannot be withdrawn after it is filed, unless the respondent makes a written request to the Assistant Superintendent for Operations and Administration prior to the last date and time set for receipt of the bid responses. If the District fails to accept the response or award a contract within thirty (30) days after the bid opening date, the respondent must inform the District, in writing, that they do not wish for their response to continue to be considered.

GENERAL TERMS AND CONDITIONS

1. Assignment: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Assistant Superintendent for Operations and Administration.

- **2. Default:** In case of default by the contractor, the District reserves the right to purchase any or all items in default in open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.
- 3. Drug-Free Workplace: By signing and submitting a bid, a proposer is certifying that it will comply with all requirements of the South Carolina Drug-Free Workplace Act, Section 44-107-10, ET Seq., S.C. Code Ann, (1976).
- **4. Equal Opportunity:** The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.
- 5. Governing Laws: All proposal documents submitted in response to this solicitation are governed under the laws of the State of South Carolina. Contractor must be authorized and/or licensed to do business in the State of South Carolina. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in said state, by signing of this Agreement, Contractor agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina or federal courts as to all matters and disputes arising or to arise under the Agreement and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.
- 6. Indemnification: The vendor(s) shall agree to hold the District harmless and to indemnify the District from every expense, liability, or any payment arising out of or through injury (including death) to any person(s) or damage to any property of any location in which work is located arising out of or suffered through any act or omission of the vendor(s).
- **7.** *Minority Business:* Specify if your firm is a South Carolina certified minority business. If so, please provide the District a copy of the certificate.
- **8. Non-Appropriations:** Any contract entered into by the District or its departments, employees or agents resulting from this RFP shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
- 9. Price Adjustment: Any price increases shall not exceed the previous year's increase in the Consumer Price Index (CPI) for Urban Consumers or 5% whichever is less, based on the latest data available at the time of renewal. Any proposed price increases must be approved in writing by the Assistant Superintendent for Operations and Administration at least one-hundred and twenty (120) days prior to the automatic extension (price increase will only become effective if agreed to in writing by the District).
- **10. Quality of Product:** (This clause does not apply to solicitations for service requirements). Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this RFP shall be new and of first quality.
- **11.** *Right to Protest:* Any prospective proposer, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to the Assistant Superintendent for Operations and Administration within ten (10) days of the date of issuance of the Notice to Award.

Shall not apply to small purchases (under \$50,000 in actual or potential value).

- 12. Save Harmless: (This clause does not apply to solicitations for service requirements). The successful proposer shall indemnify and save harmless the District, all officers, agents and employees from all suits or claims of any character brought by reason of infringing on any patent trademark, or copyright. Proposer shall have no liability to the District if such patent, trademark or copyright infringement or claim is based upon the Proposer's use of material furnished to the Proposer by the District.
- 13. Submission of Data: Each Proposer, upon request, shall submit evidence of liability insurance, Workmen's Compensation (if required), and other data regarding experience relating to this Proposal and proposes to satisfy the requirements of this solicitation and fulfillment of a contract. The contractor shall maintain during the entire period of his performance under this contract, the required minimum insurance covering all properties and activities that are encompassed in the performance of the Proposal requirements. The successful vendor must furnish a statement of Worker's Compensation as required by law and by entering into contract guarantees that said contractor will not file a claim against the School District of Newberry County.

Prior to the commencement of work hereunder, successful contractor shall furnish to the District, a certificate of the above insurance requirements. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the District in such insurance shall not be effective without fifteen (15) days advance written notice to the District. Failure to replace any canceled insurance shall be deemed a breach of contract by the contractor.

- **14.** *Termination:* Subject to the Provisions below, the contract may be terminated for any reason by the District providing a thirty (30) day advance notice in writing is given to the contractor.
 - (a) Termination for Cause: Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions, termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this bid shall apply.

The District may, by written notice of default to the contractor, terminate this contract in whole or in part if the contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension.

(b) Termination for Non-appropriations:

Reduction in Scope: Any contract entered into by the School District of Newberry County shall be subject to cancellation without damages of further obligation when funds are not appropriated or are not available to support continuation of the contract. In lieu of cancellation the School District of Newberry County reserves the right to negotiate a reduction in scope of work which must be agreed upon in writing as an addendum to the awarded contract.

SCOPE OF WORK

- 1. The School District of Newberry County, hereafter referred to as the "District", is accepting quotes for an automated substitute placement and absence management system according to the requirements and specifications in this solicitation.
- 2. Term of Contract: Initial term of contract shall be for one year, beginning July 1, 2013 through June 30, 2014, with the option to renew the contract for four (4) additional one-year periods. This contract may be extended for up to two (2) additional years if approved by the Superintendent. Contracts exceeding seven (7) years must be approved by the school board. The contract will automatically renew on each anniversary date as long as both parties desire to maintain said contract. Should either party wish not to renew the contract at the end of

a contract period, notification shall be submitted in writing to the other party no less than sixty (60) days prior to the contract renewal date.

<u>VENDOR REQUIREMENTS</u>: All respondents must be able to meet and/or exceed all of the qualifications listed in this solicitation. Any respondent who does not meet the qualifications and/or fails to include any of the information requested may be determined non-responsive.

1. Organization's Qualification / References

a. Proposers Basic Information

- (1) Provide the full Corporate Name and Address
- (2) Provide the specific installation and support office (s) that will support this installation
- (3) Provide the specific support office (s) that will support ongoing user needs including but not limited to: trouble shooting, training, updates and upgrades, and downloads and interface with the Computer Software Innovation system.

b. **Background**

- (1) Provide a brief history of the firm to include organization structure, location of management, and length of time in present business. Vendor must have at least three (3) years experience providing this service as a SaaS (Software as a Service no hardware, software, or phone lines needed to be purchased or maintained and provided on a multi-tenant infrastructure).
- (2) Vendor must list and describe any patents held pertaining to substitute placement technology. Also list applicable patents licensed from other parties, identifying licensor, licensee and current status of license.

c. Supervisory and Staff, Qualifications and Experience

The proposer should identify the principal supervisory / management staff, and specialists, who would be assigned to this contract. Please indicate the experience level of the specialist to our account as well as the percentage of the position that will be dedicated to set-up and daily maintenance of our account. The firm also should indicate how the quality of staff over the term of the agreement would be assured.

Managers, supervisory staff and specialists may be changed at the discretion of the proposer provided the replacements have the same or better qualifications/experience. However, The School District of Newberry County retains the right to approve or reject replacements.

d. Experience and References

- (1) Provide a summary of the firm's area(s) of expertise and the services which the firm is capable of providing as well as any capabilities (not included in the Specifications) they believe highlight their firm as superior or unique in addressing the needs of the District.
- (2) Provide a minimum of three references to which you have provided this software and services over the last three (3) years that the District may contact in order to assist in the evaluation of your past/present performance. Please include agency name, address and telephone number. References should be for agencies of similar size to School District of Newberry County.

2. System Reliability/Integrity/Security

- a. System must enforce security of information and prevent unauthorized access to the system.
- b. System must have backup procedures for use when the system malfunctions.
- Vendor must maintain multiple redundant operation sites to mirror functions of primary site, and to take over full system operation in the event of malfunction at primary site with no interruption of service.
- d. System must provide active notification of system performance issues to a qualified IT team 24/7.
- e. System must have backup power that can run continuously for seven straight days.
- f. The system must be able to generate a random PIN when importing data for new employees or substitutes.
- g. System must provide the capability to allow employees to obtain approval from one or more designated supervisors depending upon absence reason. System shall allow for absence to be "held" or "not held" pending approval(s).
- h. System must have the option to send (or to no send) email notifications in the following scenarios:
 - i. Send daily absence summaries to building administrators
 - ii. System must be customizable to have control over what types of e-mails the employees received under a unique set of circumstances such as when a job has changed or been cancelled.
- i. Site administrators must be restricted to their own site. Site Administrators must be able to create absences, assign substitutes, and review past, present, and future information. Site administrators must be able to manage a list of substitutes who will work at their location, including priority calling information and the ability to exclude/include specific substitutes at their location.
- j. System must allow for multiple administrators at the central office and at each individual school the ability to have a custom security profile to govern his/her access to the system.
- k. Vendor must have proven record of Macintosh compatibility with references available. This includes the ability to run any and all reports and web-based feature by administrators or designees.
- I. Vendor must document the calling capacity of the proposed system. System must allow capacity of enough phone lines and processing capacity to place over 500 calls simultaneously. The proposed system must be expandable to provide for future growth. If the proposed system is part of the multi-District system (where multiple Districts are using the same equipment/system), the Vendor must document how calls are placed and prioritized within the system.
- m. Secure access through the internet must be provided using secure 128-bit SSL and two identifiers (User ID and PIN) must be required to log on. The telephone system must require a secure PIN. Access to the system by telephone or internet must be available to all users 24 hours per day, 7 days per week. Internet access must not require any software other than an internet browser. Vendor must document supported browsers and software/hardware platforms.
- n. Central operations personnel must be able to search and view all substitute information in multiple search orders. The ability to set up calling methods, times, dates, and block substitute calling on holidays must be provided.
- Reports must be able to be generated without interruption of other operations and system functions.
 Substitute reporting for the purpose of documenting information applicable to unemployment claims must be provided.

3. Decentralized Management / Functionality

- a. System must allow authorized administrators to set substitute preference lists.
- b. System must search for an appropriate substitute randomly or by predefined priority.
- c. System must be able to cancel a previous absence notification by teacher and or administrator.
- d. System must permit substitutes to change their personal information and preferences.
- e. System must provide the capability for substitutes to provide feedback to absent employees for whom they have worked, and absent employees to provide feedback to school administrators on the performance of particular substitutes.
- f. System must allow for pre-arranged substitutions. The system must define specific substitute requirements, specific sites in which the substitute is willing to work, and the ability for substitutes to modify their own availability and contact information. The system must also allow for individual employee and site substitute preference lists and exclusion lists.
- g. System must be able to allow substitutes to cancel after accepting a job.
- h. System must automatically match substitutes based on skill set and allow for manual over-ride by employee and/or administrator to select a substitute of their choosing.
- i. System must allow for choosing a specific substitute by the teacher, and/or authorized site/building/central office administrator. Administration must have the ability to override a teacher's substitute preference.

4. Customer Support / Training / Updates

- a. Vendor must provide free quarterly software upgrades as part of the system.
- b. In addition to telephone and e-mail, vendor shall provide additional, convenient option for district staff to obtain system support via live tech support.
- c. Training and/or training resources are to be provided for each group involved with the system; i.e., school administrators, substitutes, teachers, system administrator(s), etc.
- d. Along with the initial loading of software, training and telephone support, the vendor must provide training materials to be used for district wide training. Training information must be available which provide details of all system features and functions.
- e. System must provide online training for all users' (employees, substitutes, and building administrators) which is available at all times.

5. Discrete Data Collection and Manipulation / ERP Interface

- a. System must maintain history of substitute assignments.
- b. System must record teachers' reasons for absence.
- c. System must have calendar function to designate days for which substitutes are not required and days for which no absences should be reported.
- d. System must automatically call the selected substitutes and offer jobs and document reply.
- e. System must maintain a record of substitutes' response to job offers.
- f. System must provide status reports containing information about absences at a particular location, on specific days, by identified individuals and the substitute assigned to fill the job. This must be available to school secretaries, building principals, and central office staff per district preference changeable by the district.
- g. System must have ability to store and access multiple positions, pay codes and hours absent for each employee.
- h. System must be able to provide absence reason balance reports that can be filtered or sorted by school/location/job code and association affiliation.
- System must include a custom/ad hoc report writing feature, with results exportable to Excel.
- j. System must provide import and export features to enable uploading personnel information and exporting personnel & absence/assignment information. Exports must be available in commonly used formats such as Excel.

- k. System must be able to import records from Computer Software Innovation forms, including, but not limited to, HR11 for demographic information and PA 13 for multiple positions.
- I. System must have ability to record absences by days, half days and custom hours.
- m. System must have ability to include user-defined fields on records.
- n. System must be able to write a Computer Software Innovations input file. The input file would need to include position, accounting unit, account, sub account, activity and activity category. What rules does your system use to send the expenditure code information to a payroll system? How does it know which code to send?
- o. System shall provide ad hoc reporting capability in addition to pre-formatted (canned) reports.
- p. Vendor must design interface so that coding structure in the sub system is correctly mapped to Computer Software Innovations payroll pay codes and positions and absence codes with no additional cost and in a timely manner.
- q. System must retain data for multiple years and allow reporting across years with no fee to access said data.
- r. System must have reports available for school level and central administration. The system must be capable of generating automatic emails of absence and assignment activity.
- s. Ability to provide user-defined reports of activity to include:
 - (1) Absences by leave categories
 - (2) Absences by days of the week
 - (3) Absences by specific date range
 - (4) Absences by location
 - (5) Absences by employee
 - (6) Absences by job code
 - (7) Absences by association membership
- t. System must be able to identify the 10th consecutive day to change rate of licensed sub pay.
- u. System must be able to recognize unpaid time during the work day, such as lunches, when reporting absences and/or time worked to a payroll system.
- v. Does system have a current interface for time and attendance (time clock system)?

6. User Interface

- a. System must be easy to use and intuitive while requiring minimal end user training.
- b. System must allow all substitutes, who work in multiple districts, to login to all their districts at once with a single ID and Pin in districts using the same substitute placement system.
- c. All available jobs must be simultaneously posted on the web and the phone for substitutes to access and accept.
- d. System shall provide simultaneous access to individual job postings via telephone and internet. For example, if the system is making outbound calls to find a substitute to fill a position, another substitute must be able to see and accept the same job on-line during automated outbound calling if the job has not been accepted via a phone call.
- e. System must permit the called substitute to accept or reject the job.
- f. System must provide the teacher a means of leaving notes, and a lesson plan if desired, for the substitute assigned.

- g. System must allow teachers to upload and attach files for the substitutes such as pdf & Powerpoint documents.
- h. System must allow specifying dates and times when a substitute is not available.

7. Total Cost

Price quotations are to include the furnishing of all materials, equipment, maintenance, installation and the provision of all labor and services necessary or proper for the completion of the work, except as may be otherwise expressly provided in the contract documents. The School District of Newberry County will not be liable for any cost beyond those proposed herein and awarded.

EXCEPTIONS OR ALTERATIONS

Include a separate section labeled "exceptions or Alternates." Any requirements listed in this RFP not referenced in this section become the responsibility of the Proposer. Include in this section any alternatives that will accomplish project goals more effectively than the scope of services described in the RFP. If no Exceptions are required, state 'None.'

EVALUATION CRITERIA

All proposals will be reviewed for purposes of determining responsiveness and responsibility. Any proposal, which does not meet the essential requirements of the District, will be subject to disqualification. For purposes of determining responsibility, all information given by the proposer concerning its availability to perform fully the contract requirements and the integrity and reliability of the proposer will be reviewed. The submission of a proposal for review does not necessarily qualify the proposer or proposal as being responsive or responsible. Failure to provide specific information, as requested, for use in our evaluation will cause your proposal to be disregarded.

Evaluation Factors: Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous. The award will be made to the responsive and responsible bidder whose proposal is determined to be most advantageous to the District, taking into consideration all evaluation factors set forth in this RFP. The following criteria will be used in the evaluation process:

- 1. **Program (Contract) Costs:** What are the total annual costs of the program proposed? (Please submit your pricing on the enclosed Proposal Cost Form.)
- 2. *Contractor's Management Qualifications:* Management and staff capabilities and expertise, resumes, and experience, and resources.
- 3. **Proposing Organization Reference/History:** Proposer's past contract management experience and references of success to projects similar to this size. Include a complete list of all school districts your company has contracted with. Must include present and past school districts. Proposer must include at least three (3) references, with company name, name of contact person and correct daytime telephone number.

4.	Operational/Certification Information: In order for the bid to be considered responsive, the following item must be returned with the bid. Omission of any of these items may deem the bid to be non-responsive.	
	check mark (\checkmark) indicates the item has been returned with the bid.	
	Ability to Interface with Computer Software Innovations	
	System Reliability/Integrity/Security	
	Decentralized Management/Functionality	
	Customer Support/Training/Updates	
	Discrete Data Collection and Manipulation/ERP Interface	
	User Interface	

GRADING FORMAT: Each of the above listed criteria will be graded individually. The point value of each criterion shall be multiplied by the percentage grade to give the criterion score. All scores will be summed to give the grand total score. The maximum possible grand total score for the RFP response is 100 points.

CRITERION	POINT VALUE
Program Cost	40
Contractor's Management Qualifications	25
Proposing Organizations Reference/History	20
Operation/Certification Information	15
TOTAL POINTS	100

PERCENTAGE GRADES

GRADE	DESCRIPTION		
0%	Criterion was not addressed in the response or the material		
	presented was totally without merit.		
20%	Criterion was addressed minimally, response indicated little capability		
	or experience.		
40%	Criterion was addressed minimally, but response shows some		
	capability and experience.		
60%	Criterion was addressed adequately. Shows basic capability and		
	experience.		
80%	Criterion was addressed well. The response indicates some superior		
	features.		
100%	Criterion was addressed in superior fashion, indicating excellent or		
	outstanding capability.		

INSTRUCTIONS TO PROPOSERS:

- 1. A copy of contractor's Certificate of Liability Insurance must be submitted with your quote/bid.
- 2. The District requires one (1) original and two (2) copies of the proposal be submitted to the Executive Director of Human Resources no later than the deadline specified. Any proposals received after the scheduled deadline will be disqualified immediately in accordance with the District's policy.
- 3. The attached Proposal Form must be used when responding to this RFP and must be completed and submitted as required. All proposals should be complete and must convey all of the information requested by the

District. If significant errors are found in an Offeror's proposal, or if an Offeror's proposal fails to conform to the requirements of this solicitation, the District may elect to reject the proposal.

- 4. When specifications or descriptive literature are submitted with the proposal, enter the proposer's name and address thereon.
- 5. All quotes must be clearly marked:

Vendor Name Address RFP #OPS 2012-008

Automated Substitute Placement and Absence Management System

NOTIFICATION:

The contract resulting from this request shall be awarded to the most responsive and responsible offeror whose proposal is determined to be the most advantageous to the District. However, the right is reserved to reject any and all, or portions of proposals received, and in all cases, the District will be the sole judge as to whether an Offeror's proposal has or has not satisfactorily met the requirements of the RFP.