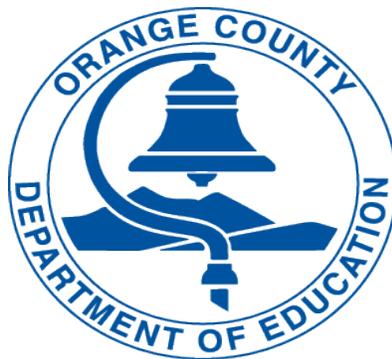


**ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

**Request for Proposal (RFP)  
NUMBER 18-05**

**EMPLOYEE PERFORMANCE EVALUATION AND  
PROFESSIONAL DEVELOPMENT SOFTWARE SUITE**



**PROPOSAL DUE DATE**

**January 29, 2019 at 3:00 p.m. PST**

**SUBMIT PROPOSALS TO:**

Kristin Lange, Contract Analyst  
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS  
200 Kalmus Drive  
Costa Mesa, California 92867  
Phone: 714-966-4146  
Fax: 714-668-7933  
Email: [klange@ocde.us](mailto:klange@ocde.us)

**ORANGE COUNTY DEPARTMENT OF EDUCATION  
REQUEST FOR PROPOSAL NUMBER 16-02  
EMPLOYEE PERFORMANCE EVALUATION AND  
PROFESSIONAL DEVELOPMENT SOFTWARE SUITE**

NOTICE IS HEREBY GIVEN that the Orange County Superintendent of Schools, hereinafter referred to as District, will receive up to, **but no later than 3:00 p.m. Tuesday, January 29, 2019**, sealed proposals for the award of a contract for Employee Performance Evaluation and Professional Development Software Suite services. **Five (5) copies of their proposal are to be submitted.**

Such proposals shall be received at the location specified below, and shall be opened at the stated time and place noted herein:

Orange County Superintendent of Schools  
Purchasing & Contracts Department  
Attention: Kristin Lange  
200 Kalmus Drive, Costa Mesa, California 92628-9050

Any proposal received after the stated time will not be considered. Proposals submitted and participation by interested proposers in the process shall be at no cost or obligation to District. No proposer may withdraw its proposal for a period of sixty (60) days after the date set for the receipt of proposals.

Each proposal must conform and be responsive to this Notice of Request for Proposal. Each proposal will be evaluated by a District committee utilizing the evaluation criteria specified in this Request for Proposal (RFP). Copies of the RFP are now on file and may be obtained in District's Purchasing & Contracts Department at the above address.

Interested firms responding to this RFP are to include all costs for labor and materials to accomplish the services as described in "Project Specifications". District reserves the right to reject any or all proposals, to accept or to reject one or more items of a proposal, or to waive any irregularities or informalities in the proposals, or in the proposal process.

Any technical or procedural questions concerning the services requested in this RFP should be directed to Kristin Lange, [klange@ocde.us](mailto:klange@ocde.us). Questions must be received no later than **2:00 PM on January 21, 2019**. Any clarifications resulting from questions will be distributed to all firms receiving an RFP packet.

## **INFORMATION FOR PROPOSERS**

### **I. Introduction**

The Orange County Superintendent of Schools (District or OCDE) is located in Southern California and provides educational services for children and young adults throughout Orange County. District is responsible for the interpretation and enforcement of state laws as directed by the Legislature, the State Board of Education, and the California Department of Education. In addition, District partners with families, businesses, and the community to promote student success and well-being in Orange County. The District currently has 360 certificated employees and 783 classified employees. The District provides cost-effective, centralized services, including Alternative and Correctional Education, Outdoor Science, Career Technical Education Partnership, Special Education, Child Care Services, and Student Programs. The mission of District is to serve as a connecting agency among Orange County school districts, community college districts, local, state, and federal governmental agencies, and community organizations. District responds to district and community requests for staff development, administrative, business, and educational and support services, District partners with families, businesses, and the community to promote student success and well-being in Orange County.

### **II. Purpose**

The District is seeking proposals from experienced vendors (Proposers) to procure and implement an integrated Employee Performance Evaluation and Professional Development Software Suite (Software Suite). The integrated system will accelerate and simplify the employee evaluation process and increase engagement between employer and supervisor. The system will allow for an ongoing interactive personnel management process whereby both employees and supervisors complete electronic evaluations and participate in online training tools.

### **III. Scope of Project**

The RFP Scope of Project shall include, but not be limited to, the questions and information outlined in the Project Specifications, attached as Attachment "C" and referenced herein.

### **IV. Selection**

A District Proposal Evaluation Committee will determine which, if any, proposal is in the District's overall best interest to accept. The committee members will evaluate each Proposer based on the information set forth in the proposal submitted, together with other information available to the District from any other source. During the evaluation, the District may request proposal clarifications, explanations and answers from a Proposer. The District may request a Proposer presentation and interview.

Accordingly, evaluation will generally include but not be limited to the following criteria:

- To be considered, each of the following qualifications three (3) items are required: Minimum qualifications: (1) the firm is licensed to conduct business in California; (2) the firm has no conflict of interest with regard to any other work performed by the firm for the District; and (3) the firm has a demonstrable record of quality work.
- Experience and expertise in providing similar services to other public entities, especially a school district, and including the firm's experience and performance on comparable size school district engagements and the range of services provided, with special emphasis on services focused on school district clients.
- Software features, functionality, ability to integrate with the District's Human Resources software, ease of use, ease of administration, other factors as may be determined by the District.
- Completeness and clarity of proposal content Information Required of Proposer form must be completed in its entirety (Attachment A). Proposals not meeting mandatory requirements or found to be incomplete will not be considered.
- Fees and overall cost to District. Proposals not deemed within the competitive range will not be considered.
- In the case of systems proposed to reside within the District's data center, consideration will also be given to the following: expected impact on District's network, ability to integrate into the District's computing and networking environment and anticipated requirement for District IT staff resources to accomplish updates and for other purposes.
- For hosted systems, consideration shall include: robustness of resident data center(s), presence and breadth of business continuity plan and privacy as well as data security policies and methods (i.e. firewalls, policies, procedures, etc. specific to hosting).
- Information received from reference checks/testimonials.

The District may elect to pursue limited testing and/or pilot testing as necessary to ensure that the solution proposed by a Proposer meets its strategic and tactical needs. Limited testing is that required to demonstrate a specific function or set of functions; for example, the District might require limited testing in order to validate that the proposed solution successfully interfaces with its Human Resources System and/or its email platform. Pilot testing represents deployment of a working solution platform for a limited set of users. In either case, it is intended that such testing will not exceed thirty (30) calendar days in operation.

Proposer's services must be fully compliant with all applicable requirements including District policies and regulations, and all State and Federal laws. All proposal costs shall be borne by the

Proposer. This RFP will be awarded to the most responsive, responsible respondent to the RFP. District reserves the right to award a partial contract in the event that District deems it in the District's best interest. District at its sole discretion, reserves the right to waive any irregularity in any proposal.

The District also reserves the right to accept or reject any or all RFPs, to select one or more qualified firms after receipt of proposals with or without interviews and to negotiate with any or more than one of the qualified firms. The Proposer shall be responsible for any and all expenses that they may incur in preparing proposals. Proposals received from this RFP will be used as the foundation for the development of an agreement and contract with specific provisions subject to review, negotiations and approval of the District.

This RFP is solely a solicitation for Proposals. Neither this RFP, nor any response to this RFP shall be deemed or construed to: (i) create any contractual relationship between District and any firm; (ii) create any obligation for District to enter into a contract with any firm or other party; or (iii) serve as the basis for a claim for reimbursement for costs associated with submittal of any Proposal.

If the District selects a firm for District's Employee Performance Evaluation and Professional Development Software Suite project, the District shall have the right to negotiate any and all of the final terms and conditions of any agreement with the firm and nothing in this RFP or any Response shall be deemed or construed as a limitation of such rights.

## V. GENERAL CONDITIONS AND INFORMATION

### A. Preparation of Proposal Documents

Interested firms must submit **five (5) copies** of their proposal **no later than 3:00 p.m. PST on Tuesday, January 29, 2019.**

- B. Proposals shall be delivered to District, at the Department indicated below, on or before the day and hour set for the opening of proposals in the NOTICE OF REQUEST FOR PROPOSAL, which proposals shall be enclosed in a sealed envelope bearing the description of the proposal call, and the name of the proposer. It is the responsibility of the Proposer to insure that their proposal is received in proper time and at the proper place. Any proposals received after the scheduled closing time for receipt of proposals shall be returned to the Proposer unopened. Please direct all Proposals to:

Kristin Lange  
Contract Analyst, Purchasing & Contracts  
Orange County Superintendent of Schools  
200 Kalmus Drive  
Costa Mesa, CA 92628-9050

### C. Questions

Any technical or procedural questions concerning the services requested in this RFP must be directed to Kristin Lange, [klange@ocde.us](mailto:klange@ocde.us) in writing. Questions must be received no later than **2:00 PM on January 21, 2019**. Any clarifications resulting from questions will be distributed to all firms receiving an RFP packet.

D. Signature

The proposal must be signed in the name of the firm and bear the signature of the person authorized to sign proposals on behalf of the firm.

E. Proposal Format

Proposals must be completed in all respects as required by the instructions in this RFP. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A Proposal will be rejected if, in the opinion of the staff of District, the information in the proposal was intended to erroneously and fallaciously mislead in the evaluation of the proposal.

Proposals shall be completed by writing in ink or typed. Proposals are to be verified before submission as they cannot be corrected after proposals are opened. The signature of all persons signing shall be in longhand by authorized signatory personnel of your company. The completed Proposal shall be without interlineations, alterations or erasures. Alternative proposals will not be considered. No oral or telegraphic modifications will be considered.

Before submitting a proposal, Proposers shall carefully read the specifications and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations, and shall include in the proposal a sum to cover the cost of all items included in the services. No allowance will be made because of lack of such examination or knowledge. The decision as to acceptability of items rests solely with the District staff. Proposer shall submit complete information on the services stated in proposal form. Failure to do so may nullify the proposal. Any concerns regarding the specifications must be called to the attention of the District prior to the opening date set forth herein.

To receive consideration, the proposal shall be made in accordance with the following instructions:

1. Firm's name, address, telephone number, and year of establishment. Include information as to the location of the Firm's headquarters and the address and contact information for the local contact office and the primary contact person for the Firm.

2. A summary of Firm's relevant professional expertise and experience related to Employee Performance Evaluation and Professional Development Software Suite in California in general and with School Districts in particular.

3. Identification of Firm's project team and their specific expertise and experience in providing an Employee Performance Evaluation and Professional Development Software Suite, including a listing of all licenses and professional designations held if applicable.

4. An appropriately detailed description of projects the Firm has worked on within the last three (3) years, which demonstrates Firm's relevant experience and successes relating to implementing an Employee Performance Evaluation and Professional Development Software Suite of the type and scope required by the District.

5. Name and contact information for five (5) (preferably California education) references, with brief description of the work done for these clients in the past three (3) years.

6. Billing rates for all personnel and/or categories of employees as well as any overhead or other special charges. All costs for labor and materials (i.e. all personnel, travel, per diem, telephone, supplies, materials, and any other expenses) required to accomplish the services including delivery of reports.

#### F. Proposal Content

A complete proposal shall include all of the following documents (organized in listed order):

- A. Five (5) copies of the completed proposal.
- B. Completed References form.
- C. Completed Schedule A –Price Sheet
- D. Completed Attachment A – Information Required of Proposer
- E. Completed Attachment B – Functional Requirements & Software Contractor Check List
- F. Completed Non-Collusive Declaration form.

To be an acceptable Proposal, all of the above documents must be included in the submittal.

#### G. Evaluation Process

All proposals will be reviewed by a team composed of representatives of the District. The evaluation will consist of the following components: a review and analysis of the written proposal, qualifications of assigned staff, previous experience, fee schedule, oral interview, (if necessary) and reference checks. Only those firms receiving the highest scores on the evaluation may be interviewed. District reserve the right to request additional information of any firm and to reject any and all proposals and waive any irregularities.

The District maintains the sole right to determine whether or not the Proposer can perform the work as outlined in this RFP.

#### H. Withdrawal of Proposal after RFP Opening

No proposer may withdraw their proposal for a period of sixty (60) days after the date set for the opening thereof.

#### I. Interpretation of Documents

If any person contemplating submitting a proposal for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, they are instructed to submit their question in writing to request an interpretation or correction thereof. Any interpretation or correction of the proposed documents will be made by Addendum duly issued by the District, and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. District will not be responsible for any other explanation or interpretation of the proposed documents.

#### J. Proposers Interested In More Than One Proposal

No person, firm or corporation shall be allowed to make or file or be interested in more than one proposal for the same work, unless alternate proposals are called for. A person, firm or corporation submitting a sub-proposal to a proposer, or who has quoted prices on materials to a proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other proposers.

#### K. Permits and Licenses

The Proposer and all of the Proposer's employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services listed herein. All operations and materials shall be in accordance with all applicable Federal, State, County and City requirements.

#### L. Non-Collusive Declaration

The form of such declaration is included as part of the contract documents. Each Proposer shall execute the declaration and submit it with his/her sealed proposal.

M. Cost of Preparing Proposals

The cost for developing a response to this RFP is entirely the responsibility of the Proposer and will not be included in the service fees or charged to the District.

N. Disposition of Proposals

All materials submitted in response to this RFP will become the property of the District, and will be returned only at the discretion of the District, and at the Proposer's expense.

O. Equal Opportunity

A statement that the Proposer is an equal opportunity employer and will certify compliance with the Civil Rights Act of 1964, and all applicable Federal and State laws and regulations relating to equal employment opportunity.

P. Delivery and Installation Requirements

Proposers that bid all items F.O.B. Destination to delivery locations specified in the Site Delivery List.

Q. Term of Agreement

The term of this AGREEMENT shall be for one (1) year and may be renewed annually for one-year periods by mutual agreement. In no event shall the AGREEMENT exceed a five (5) year period.

R. California Public Records Act

District is a governmental entity of the State of California, by virtue of which is subject to the California Public Records Act ("CPRA").

**VII. OTHER INFORMATION**

A. Errors and Omissions

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify District in writing and request clarification or modification of the document. Modifications will be made by addenda. These errors

or clarifications will be given by written notice to all parties who have been furnished a RFP.

If the Proposer fails to notify the District, prior to the date fixed for submission of a proposal, of an error in the RFP known to it, or an error that reasonably should have been known to it, it will submit its proposal at its own risk and, if it is awarded the contract, it will not be entitled to additional compensation or time by reason of the error or its later correction.

## B. Insurance

General Liability – Proposer shall at all times maintain insurance or programs of self-insurance, satisfactory to District in its reasonable discretion for general liability against personal injury and property damage that may arise from or in connection with its performance of the agreement in an amount not less than One million dollars (\$1,000,000) per occurrence combined single limit

Professional Liability – Errors and Omissions – Proposer shall at all times maintain insurance or programs of self-insurance, satisfactory to District in its reasonable discretion for Professional Liability (errors and omissions) insurance for all activities arising out of or in connection with the agreement in an amount no less than One million dollars (\$1,000,000) per occurrence combined single limit

Automobile Liability – Proposer shall provide evidence of insurance to the amount required under California state law, or more, for any vehicle used on District property.

### Workers' Compensation

In accordance with the provisions of Section 3700 of the Labor Code of the State California, the proposer must include the following statement in the audit contract:

*This firm is aware of the provisions of Section 3700 of the Labor Code that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of the contract.*

Proposer will name Orange County Superintendent of Schools, the Orange County Board of Education and its officers, agents, and employees as an additional insurance and provide District with a copy of the certificate of insurance and the additional named insured endorsement prior to performing any services. Proposer shall not cancel or change the coverage provided by the policies of insurance without first giving District at least thirty (30) days prior written notice. Should any such policy of insurance be cancelled or changed, Proposer agrees to

immediately provide District with true and correct copies of all new or revised certificates of insurance.

C. Independent Contractor

While performing the services, the Proposer's and its staff are independent contractors and not employees of the District.

D. Compliance with Laws

The Proposer agrees to comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, policies, and procedures in the conduct of the program as specified herein.

E. Hold Harmless and Indemnification

The Proposer will defend, hold harmless and indemnify the Orange County Superintendent of Schools, the Orange County Board of Education and their officers, agents and employees from and against any and all actions, suits, or other proceedings as may arise as a result of performing the work hereunder, except to the extent such actions, suits or other proceedings as arise as a result of the negligence or willful misconduct of the District, their officers, agents, and employees.

F. Proposer's Obligation to Perform Work in Accordance with Standards

If the work performed by the Proposer is not in accordance with the standards in this RFP, or if the reports submitted by the Proposer are not complete, the Proposer will be obligated to do whatever is required to correct the work to meet the requirements as specified in the standards at no additional cost to the District.

G. Proposer Agreement

1. In compliance with this Request for Proposals, the proposer will propose and agree to furnish all labor, materials, transportation, and services for the work described and items listed in this RFP.
2. It is understood and agreed that the proposer has, by careful examination, satisfied itself as to: the nature of the locations of the work; the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the work; the general and local conditions; and all other matters that may impact the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of District, either before or after execution of this contract, will affect or modify any of the terms of obligations in this RFP.

## H. Fingerprinting

If applicable, all contractors, including subcontractors shall be required to comply with the provisions of Education Code 45125.1 and 45125.2 to ensure that no contractor employees or employees of subcontractors who may come in contact with DISTRICT pupils in the performance of their duties have been convicted of a violent or serious felony as defined in the California Penal Code Section 677.5(c) and 1192.7(c). During the term of the Agreement, the contractor, including subcontractors, shall comply with the provisions of Education Code Section 45125.1 when DISTRICT determines that the contractor's employees or employees of subcontractor will have more than limited contact with DISTRICT pupils. If the contractor, or his subcontractors, fails or refuses to comply with this provision, such failure or refusal shall be considered sufficient cause for disqualification from further award considerations. If such failure or refusal to comply occurs after Agreement is awarded, DISTRICT may terminate the Agreement, in whole or part.

## **ATTACHMENT A**

### **INFORMATION REQUIRED OF PROPOSER**

The Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal to be rejected. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the firm and/or any of its owners, officers, directors, shareholders, parties or principals.

If the same information is provided elsewhere in your proposal materials, then please clearly identify such information in response to any of the following questions.

Please be advised that District may request verbal or written clarifications or additional information or an interview or presentation at any time.

**SECTION A – GENERAL INFORMATION**

(1) Firm name, address and contact information:

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(2) Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Website Address: \_\_\_\_\_

(3) Type of firm: (check one)

Individual

Partnership

Corporation

Subsidiary

Government Entity

(4) Names and titles of all principals/officers of the firm:

Name	Title	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(5) Please list any applicable certifications and licenses and the associated numbers:

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(6) Have you or any of your principals ever conducted similar services under a different name or certification or different license number? \_\_\_\_\_

a. If yes, give firm name, address and certification or license number.

(i) Name \_\_\_\_\_

(ii) Address \_\_\_\_\_

(iii) License No. (if any) \_\_\_\_\_

(7) How many years has your firm been in business under its present business name?  
\_\_\_\_\_.

(8) How many years of experience does your firm have providing similar services?  
\_\_\_\_\_.

(9) To how many public agencies has your firm provided similar services?  
\_\_\_\_\_.

(10) Please list the public agencies, including School Districts, for which your firm has provided similar services:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(11) Please attach a short history of the firm including whether it is local, a subsidiary (partially or wholly owned by another entity), national, or international as well as approximate number of employees. Also provide the number of firm offices and locations.

(12) Please attach a copy of your firm's most recent financial statement or other financial instruments that would establish your firm's ability to complete its obligations under any agreement resulting from this RFP.

(13) Please attach or list below why your firm should be selected by District to provide the solicited services.

**SECTION B – LEGAL**

(14) Have you or any of your principals been in litigation or arbitration of any kind on a question or questions relating to similar services involving a school or community college district during the prior five (5) years? \_\_\_\_\_.

(a) If yes, provide the name of the public agency and briefly detail the dispute:

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(15) Have you had a services agreement terminated for convenience or default in the prior five (5) years?\_\_\_\_\_.

(a) If yes, provide details including the name of the other party:

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(16) Is your firm, owners, and/or any principal or manager involved in or is your firm aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment? \_\_\_\_\_.

(a) If yes, provide details:

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(17) Is your firm, owners, and/or any principals or manager involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal agency? \_\_\_\_\_.

(a) If yes, provide details:

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(18) Does your firm maintain errors and omissions coverage?\_\_\_\_\_.

If so, please provide a current copy of the declaration page showing the maximum liability or policy value.

(19) Will your firm comply with all District, local, State and Federal legal requirements, policies, rules and regulations and laws?\_\_\_\_\_.

(20) Please provide any other information that may assist District in ascertaining your ability to perform the requested services.

**SECTION C - REFERENCES**

(21) Have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? Identify any conflict of interest in (a):

(a) Please elaborate and discuss any potential, apparent or actual conflict of interest:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(22) Each firm must include the following references:

- a. List at least three (3) clients for whom you have provided similar services. Show the names, addresses, and current telephone numbers of the persons who may be contacted. Information obtained through the references will be evaluated by District. The Proposer recognizes that to ensure the effectiveness of the information review process, references must be able to speak frankly and openly. Proposer, therefore, releases the organizations and individuals listed in this form from any claim or liability, because of responses given to requests for information by District regarding the Proposer or Proposer’s performance of work.

Name	Address	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Information is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
 at \_\_\_\_\_, State of \_\_\_\_\_.  
 \_\_\_\_\_  
 City, County

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Title

Bidder Name: \_\_\_\_\_

**ATTACHMENT B**

**FUNCTIONAL REQUIREMENTS & SOFTWARE CONTRACTOR RESPONSIBILITIES CHECK LIST**

The Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal to be rejected.

<u>Descriptions</u>	<u>Meet Criteria</u> <u>Y/N</u>	<u>Comments</u>
<b>I. Functional Requirements</b>		
<b>1. <u>Software Solution Requirements and Functions</u></b>		
<p><b>A. <i>Software Solutions.</i></b> The Software Solution must support multiple aspects in alignment with the District’s goals for the system.</p> <ul style="list-style-type: none"> <li>i. The Software Solution must accommodate a broad spectrum of educator and non-educator personnel needs, inclusive of providing supporting resources for all positions.</li> <li>ii. The Software Solution must proactively monitor and report on the District’s personnel review calendaring and status.</li> <li>iii. The Software Solution must provide a mechanism flexibly supporting the District’s review processes, including adjustments between review processes concerning classified versus certified personnel as well as accommodating use of up to 20 different review forms.</li> <li>iv. The Software Solution must provide predefined professional development modules, inclusive of an expanding variety of high-quality training materials.</li> </ul>		
<p><b>B. <i>Human Resources System Interface Capability.</i></b> The Software Solution must interface with the District’s proprietary Human Resources System (referred to as “HR2.0”) in a manner that allows the Software Solution to automatically access and retrieve information but precludes modification of HR2.0 data. This may be accomplished by automated generation of an inquiry entered into HR2.0 resulting in a file transfer or by other means as appropriate.</p>		

<u>Descriptions</u>	<u>Meet Criteria</u> <u>Y/N</u>	<u>Comments</u>
<p><b>C. <i>Email System Interface Capability.</i></b> Several functions described herein below describe various notifications and report distributions must distributed via the District’s Microsoft Exchange email system.</p>		
<p><b>D. <i>System Access.</i></b> The Software Solution must support access via various computing and mobile communication devices. At minimum, the Software Solution must interface devices leveraging current versions of the Microsoft Windows, Apple OS, iPhone iOS, and Android operating systems.</p>		
<p><b>E. <i>Privacy Provisions.</i></b> The Software Solution Developer/Manufacturer shall have robust policies and methods in place to ensure privacy relative to use of the solution. Except a directly required for functionality of the Software Solution and its resources, District as well as employee information shall not be disclosed to any third party; additionally, no District or employee information shall be used for marketing purposes, whether to the District/employee or to others.</p>		
<p><b>F. <i>Data Security Provisions.</i></b> The Software Solution Developer/Manufacturer shall have robust policies and methods in place to ensure data security. In no instance shall a data security issue result in additional costs to the District and/or its employees, and the Software Solution Developer/Manufacturer shall indemnify the District and its employees against costs reasonably associated with any such breach. In responding to this RFP, the Respondent shall include information concerning data security as required by the accompanying Questionnaires, including:</p> <ul style="list-style-type: none"> <li>i. Explanations regarding how patches, upgrades and releases are managed and rolled out.</li> <li>ii. Explanations as to how data breaches are handled, what liability is assumed, etc.</li> <li>iii. Explanations as to how District-provided resources and other information is protected from use by others.</li> </ul>		

<u>Descriptions</u>	<u>Meet Criteria</u> <u>Y/N</u>	<u>Comments</u>
<b>2. <u>Personnel Review Requirements and Functions:</u></b>		
<p><b>A. <i>Automatic Review Status Reporting.</i></b> Based on information acquired from the District’s HR2.0 system, the PDS must automatically generate reports of upcoming, pending and overdue personnel review processes. The Software Solution must allow employee’s review due date to be established based on their hire date, position anniversary date, or other date as deemed appropriate. Report outputs must be sorted and filtered as required by each manager based on fields. For example, some managers may prefer reports in order of Review Due Date, while others may prefer reports in order of Employee Name. Ideally, reports shall also provide for sorts based on multiple criteria (for example, by Site/Location then Department then Division) and be available in multiple formats as required by each manager. Such reports shall be provided (a) as separate documents per manager, as well as (b) in total for District management purposes. Ideally, the Software Solution shall also be capable of distributing such reports to each identified manager and to Human Resources as an attachment via email.</p>		
<p><b>B. <i>Review Process Monitoring and Escalation.</i></b> While accommodating varying review processes (i.e., classified, certified, etc.), the Software Solution must monitor inputs within various District forms, including whether or not each form is complete; the Software Solution must provide reports relative to review process status, including date and time tracking for each activity. The Software Solution must also automatically flag review processes that are approaching and exceeding review deadlines, providing notification to Human Resources via email.</p>		
<p><b>C. <i>Collaborative Review Process Support.</i></b> If selected by the manager, the Software Solution must support collaborative review processes and must provide notifications between the manager and the employee under review. As an example for purposes of this function, it is conceivable that a manager may notify an employee of their</p>		

<u>Descriptions</u>	<u>Meet Criteria</u> <u>Y/N</u>	<u>Comments</u>
<p>expected review, requesting that the employee complete a self-assessment in the District’s format; upon completion of the self-assessment, the Software Solution would notify the manager of the employee’s input, and then proceed to work further on the review document; over the course of the review, the manager and employee may (or may not) interact multiple times in completing the review process, with the Software Solution providing notifications between the manager and employee as necessary. During the review process, access to the developing review document must be secure between the manager and employee only; however, notifications must be provided to Human Resources.</p>		
<p><b>D. <i>Electronic Signatures.</i></b> The Software Solution must support electronic signatures, inclusive of date and time; this capability must include a protocol for ensuring authenticity.</p>		
<p><b>E. <i>Attachments.</i></b> The Software Solution must provide for the inclusion of attachments to the review file, imported in multiple file formats (i.e., .PDF, .DOCX, .XLSX, etc.).</p>		
<p><b>F. <i>Employee Document Completion, Storing, and File Transfer.</i></b> For review documents as well as for other documents as required by the District, the Software Solution must: (a) support online completion of each form as required; (b) store document formats as well as review documents, whether completed wholly or in part; and (c) provide for the transfer of such data between the Software Solution and HR2.0. Regarding file transfer capabilities, it is preferred that the Software Solution provide completed documents in .PDF or other formats as desired by the District for manual (not automatic) transfer into HR2.0 and the District’s Webiplex DocuPeak imaging system.</p>		
<p><b>3. <u>Resource Library Requirements and Functions</u></b></p>		
<p><b>A. <i>Resource Library Supporting Classified and Certified Personnel.</i></b> The Software Solution must have (a) a developer/multi-manufacturer-supported resource library with resources appropriate for use by both classified and certified personnel, and (b) the ability for such</p>		

<u>Descriptions</u>	<u>Meet Criteria</u> <u>Y/N</u>	<u>Comments</u>
resources to be separated if and as desired. It is critical that the resource library be expanding in its scope and breadth while maintaining high standards relative to quality.		
<p><b>B. <i>Ability to Upload District/Third-Party Resources.</i></b> The Software Solution must have the ability to integrate professional development resources provided by the District and by third-parties such as Lynda.com may be selected by the District. These resources may include, at minimum, electronic files in the following formats: .MP4; .MOV; .WMV; .MP3; .PPTX; .PPSX; .DOCX; .XLSX; and .PDF. The Software Solution must have the ability to keep such District and third-party resources proprietary and confidential.</p>		
<p><b>C. <i>Ability to Upload and Manage District Forms and Documents.</i></b> The Software Solution must have the ability to integrate forms and documents provided by the District. These resources may include, at minimum, electronic files in the following formats: .DOCX; .XLSX; .and .PDF. The Software Solution must keep all such forms and documents in a separate library (different from that of the professional development resources). Additionally, the Software Solution must have the abilities to (a) keep such forms and documents proprietary and confidential, (b) support printing of such forms and documents, as well as (c) support downloading and export of such forms and documents.</p>		
<p><b>D. <i>Ability to Support Multiple Special Purpose Libraries.</i></b> The Software Solution must have the ability to allow the District to establish and manage special purpose libraries. For example, the District may choose to provide an orientation skills library (supporting new employees) containing various documents and forms that would be accessible to users via a dedicated tab and/or URL.</p>		
<p><b>E. <i>Ability to Establish Access Permissions.</i></b> The Software Solution must have the ability to flexibly allow resource access to be restricted as required by the District. Ideally, the District may choose to limit access to one or more of the</p>		

<u>Descriptions</u>	<u>Meet Criteria</u> <u>Y/N</u>	<u>Comments</u>
<p>following groups: All; Classified; Certified; Management; Non-Management; as well as to at least four “Special” groups. In the case of documents, the Software Solution must also allow permissions to be set at the individual level, such as being accessible only by a manager and his specific employee(s). To support this functionality, each individual user must be assignable to multiple permission groups. Additionally, the Software Solution must provide the ability to block access to any resource within the developer/manufacturer-provided resource library that it deems inappropriate based on the District’s objectives.</p>		
<p><b>F. <i>Ability to Sort Resource Library and Resource Sets.</i></b> The Software Solution must allow for sorting of resources by various means, ideally on the basis of multiple criteria. For example, a user seeking a particular type of resource may search for telephone skills resources only in video format, with such videos being produced within the past seven years and having duration of between 10 and 30 minutes.</p>		
<p><b>G. <i>Prescribed Personnel Development Resource Sets.</i></b> The Software Solution must have the ability to support assignment of prescribed personnel development resource sets to be completed by individual users. For example, a manager citing needs for a worker to acquire better telephone skills would be able to assign a pre-defined resource set to that individual.</p>		
<p><b>4. <u>Reporting Requirements and Functions:</u></b></p>		
<p><b>A. <i>Automatic and Manual Report Generation.</i></b> The Software Solution must be capable of providing various reports on an automatic and manual basis per the requirements of the District. At minimum, such reporting must include the data as described within paragraphs 3.3.g, 3.3.t through 3.3.y, as well as otherwise specified herein, both automatically based on predefined time periods and ad hoc. Required fields for report sorting purposes must include (but not necessarily be limited to): Division; Department; Site/Location; Position/Title; Supervisor Name; Hire Date; Received Date; Employee Name;</p>		

<u>Descriptions</u>	<u>Meet Criteria</u> <u>Y/N</u>	<u>Comments</u>
<p>Employee Type; Evaluation Type; Review Due Date; Review Status; Review Steps Completed; Review Steps Pending; and other fields as defined by the District. Ideally, the Software Solution must also be capable of distributing automatically-generated to each identified manager as an attachment via email; ad hoc reports must be distributed only to the requesting manager, again as an email attachment. Manual reports must be available both onscreen and in electronic printable formats.</p>		
<p><b>B. <i>User-Requested Reports.</i></b> The Software Solution must be capable of providing ad hoc user-level reports that: (a) identify prescribed professional development resource sets, inclusive of their specific elements and completion status; and (b) identify all resources viewed in part or in whole. Ideally, the Software Solution must also be capable of distributing such reports to each user as an email attachment.</p>		
<p><b>C. <i>Reporting of Assigned Resource Set Completion Status.</i></b> The Software Solution must have the ability to provide periodic reports to managers of the progress of individuals assigned to complete resource sets. Such reports must be available to the managers on-demand, automatically on a weekly/bi-weekly/monthly basis, and upon completion of the assigned set by each individual. Ideally, must the manager select the option to do so, the reporting function would also provide the option to gauge the level of participation by the user by ensuring that the resource has been viewed in its full length, by identifying whether related resources were also accessed (in whole or in part), and/or by other means.</p>		
<p><b>D. <i>Reporting of General and Specific Software Solution Usage.</i></b> The Software Solution must have the ability to provide periodic usage reports at various levels. At minimum, the reports must provide usage statistics based on (a) predefined time periods for the totality of the District, (b) predefined departments, as well as (c) detailed tracking by individual user.</p>		
<p><b>E. <i>Analytics Capabilities.</i></b> The Software Solution</p>		

<u>Descriptions</u>	<u>Meet Criteria</u> <u>Y/N</u>	<u>Comments</u>
<p>must provide analytics capabilities. For example, information helpful to the District might include quantitative data relative to how many persons were diverted to what type of training, how many users are requesting resources or training in various skill areas, and how many resource requests originated concerning classified versus certified personnel.</p>		
<p><b>F. <i>Report Export Capabilities.</i></b> The Software Solution must have the ability to output each report in appropriate file formats for inclusion within other documents as may be required by the District. Reports must be exportable in .PDF, .XLSX and other file formats.</p>		
<p><b>5. <u>Further Considerations and Requirements:</u></b></p>		
<p><b>A. <i>Software Solution/Project Go-Live.</i></b> The District wants to implement two of its divisions possibly Administrative Services and Information Technology consisting of Classified employees between April to August 2019 and fully implement to all of its divisions by July 2020 which also include its Certificated employees.</p>		
<p><b>B. <i>Service Level Agreements.</i></b> The Software Contractor must provide formal written Service Level Agreements (SLAs) separately covering system performance and ongoing technical support performance. Regarding system performance, the District has identified the following parameters as representing minimum acceptable service.</p> <ul style="list-style-type: none"> <li>i. System availability of 99.50% (calculated for any seven-day period).</li> <li>ii. Relative to ongoing technical support, based on an assumption such assistance will be offered via telephone and/or online chat, 80.00% of calls/chats must be answered within two minutes and 99.50% of calls/chats must be answered within six minutes, in combination with a first-call resolution accuracy exceeding 95.00% represent acceptable service.</li> <li>iii. SLAs must (a) identify performance measurement protocols, and (b) identify appropriate penalties for failing to meet agree SLAs; additionally, the SLA must</li> </ul>		

<u>Descriptions</u>	<u>Meet Criteria</u> <u>Y/N</u>	<u>Comments</u>
<p>identify conditions by which the District may cancel any ongoing contract without penalty due to such failures. The RFP Respondent must propose SLAs terms and conditions, with final terms and conditions being completed within the Contract Negotiation process.</p>		
<p><b>C. <i>Implementation Planning.</i></b> The Software Contractor must provide comprehensive planning of the entire project. Such planning must be communicated to District/District's Representative on a regular basis. At minimum, within five business days of Contract Award the Software Contractor must provide (a) a written project schedule and (b) a contact list bearing the names, titles/roles, cellular telephone numbers, and email addresses of primary persons responsible for the Project's success. These documents must be updated on an ongoing basis, with updated revisions being provided to District/District's Representative on a weekly basis as needed.</p>		
<p><b>D. <i>Project Meetings and Communications.</i></b> Throughout the deployment process, the Software Contractor must meet with District/District's Representative on a regular basis, preferably weekly. Project meetings must, at minimum, advise the District of the following: project progress (e.g., tasks accomplished); equipment/materials order/delivery status; pending issues, including issues to be addressed by District/District's Representative as well as by others; two-week project look-ahead; potential risks, including logistical, operational and budgetary issues. Production and distribution of written minutes and/or project status reports is strongly encouraged. Additionally, interim, even daily, contact between the Software Contractor and District/District's Representative is strongly encouraged.</p>		
<p><b>E. <i>Training Requirements.</i></b> The Software Contractor must provide District's designated personnel with complete training as pertaining to the subject Project; separate training sessions must be conducted for users as opposed to IT support personnel. It is anticipated that such</p>		

<u>Descriptions</u>	<u>Meet Criteria</u> <u>Y/N</u>	<u>Comments</u>
<p>training can be confined to verbal instruction supplemented by appropriate documentation. Regardless, the training must be provided through qualified instructors familiar with (at minimum) the installed products and their characteristics, proper operation as a system, product/system troubleshooting and service protocols, recommended maintenance provisions (if applicable), as well as product/system warranties. Training must be specific to the District’s environment, must be performed onsite within ten business days after Commissioning of the systems, and must cover in detail all of the aspects identified above and provide printed copy of user training manual.</p>		
<p><b>F. <i>Regulatory Compliance.</i></b> Federal, state and local codes, rules, regulations and ordinances governing the work, as well as various additional standards, guidelines and practices, may apply and must be incorporated as part of these Specifications. Where the requirements of the Contract Documents are more stringent than applicable codes, rules, regulations, ordinances, standards, guidelines and practices, the Contract Documents must apply. In all other instances, the most current standards, guidelines and practices must apply.</p>		
<p><b>G. <i>Warranty; Software Upgrades/Updates.</i></b> In responding to this RFP, Respondent must describe the standard solution warranty as well as software upgrade/update provisions. If warranty and/or software upgrade/update enhancements are also available, those provisions must also be described, clearly labeled as being available rather than standard and with any additional cost also identified.</p>		
<p><b>H. <i>Customization.</i></b> If any feature or capability specified within this document is not currently available in the software suite, please identify them and determine if customization can be made or not. Also, provide timeline and additional cost for each feature if applicable.</p>		
<p><b>6. <u>Hosted Solution Considerations:</u></b> If the selected the developer/manufacturer (or any other party), the following additional aspects are of concern to the District and must be addressed in detail as part of the RFP response:</p>		

<u>Descriptions</u>	<u>Meet Criteria</u> <u>Y/N</u>	<u>Comments</u>
<p><b>A. <i>Hosted Solution Data Center Stability.</i></b> The RFP Respondent must discuss in detail properties of the hosting data center environment. At minimum, the description must include: facility address; whether the facility is owned or leased by the proposing party, the developer/manufacturer, or by a third party; whether the facility is dedicated solely to the proposing party or developer/manufacturer versus shared by multiple entities; descriptions of currently occupied area and of available expansion space; descriptions of electrical and cooling redundancy provisions (including access to emergency generator provisions); identification of pertinent ancillary systems (i.e., fire suppression, physical security, etc.); as well as other information as necessary to indicate the presence of a robust and flexibly hosting facility.</p>		
<p><b>B. <i>Business Continuity Plan.</i></b> The RFP Respondent must also discuss in detail properties of the business continuity plan (BCP), if any, as it pertains to the hosting facility. For example, if a secondary data center environment is available, at minimum the description must identify: facility address; basic characteristics of the secondary site; whether the site functions as a “cold”, “warm” or “hot” data center in supporting the proposed Software Solution platform; what steps and time would be required in order to transfer services between the primary and secondary data centers, as well as what personnel would be employed to accomplish such as transfer of service.. While BCPs are typically proprietary and confidential, the RFP Respondent must certify whether or not a comprehensive BCP is in effect.</p>		
<p><b>7. <u>Onsite Deployment Consideration (Prefer)</u></b></p>		
<p><b>A. <i>Equipment Ordering.</i></b> If applicable, electronic components and/or other elements may need to be procured as part of the subject Project. Recognizing that certain items may have significant lead times, the Software Contractor must ensure that orders are placed in a manner such that these items will be delivered to the site early enough so as to not delay any aspect of</p>		

<u>Descriptions</u>	<u>Meet Criteria</u> <u>Y/N</u>	<u>Comments</u>
installation or associated work. If requested by District/District's Representative, the Software Contractor must provide to District/District's Representative written notice of each order, inclusive of: product type and quantity; product manufacturer and model number; expected delivery date; vendor name and address; contact name; and contact telephone number.		
<b>B. <i>Site Cleaning.</i></b> Throughout the Project's progress, the Software Contractor must keep the working area free from debris of all types and must remove from the premises all refuse resulting from any work performed by the Software Contractor. On a daily basis and at the completion of its work, the Software Contractor must, to the extent possible, leave the premises in a clean and finished condition.		
<b>C. <i>Safety Requirements.</i></b> The Software Contractor will utilize appropriate personnel and display warning signs, signals, flags and/or barricades at the work site to ensure adherence to safety regulations and as prudence requires. Costs for such safety provisions must be included within the base project price.		
<b>8. <u>Formal Presentation Requirements</u></b> It is critical for the District to have a clear understanding of how the Software Solution is set up (i.e., dashboard) and how processes are completed from start through finish. Invited vendor to participate in formal product presentations will be asked to include the following items in their product demonstrations:		
<b>A.</b> Discuss in detail the layout of the user dashboard and the location of the Review Due Date; demonstrate how the review process is begun and finished, from both the end user's and administrator's perspectives.		
<b>B.</b> How does a system administrator specifically use the software suite; how does an end user specifically use the software suite; provide step by step instruction.		
<b>C.</b> Explain in detail how data is managed when changes in staff occur. For example, often staff move between supervisors during the evaluation process, particularly certificated staff; show how evaluations are transferred between supervisors for a variety of reasons, such as staff reassignments; also, new hires, separations, etc.		
<b>D.</b> How can a system administrator "impersonate"		

<u>Descriptions</u>	<u>Meet Criteria</u> <u>Y/N</u>	<u>Comments</u>
the end user so they can view what the individual end user views in the system		
<b>E.</b> With regard to reports, how the Software Solution enables users to filter on a particular range of dates and other data fields listed in a document; how an administrator and end user run reports to identify evaluations that have not been completed or started		
<b>F.</b> How the system automatically generates reports of upcoming, pending, and overdue personnel reviews; step by step, demonstrate the process to establish or schedule reports to run automatically		
<b>G.</b> How the email notification process works during the evaluation process from start to finish		
<b>H.</b> How supervisors assign Professional Development to an individual employee and track their progress		
<b>I.</b> Demonstrate the breadth of the Professional Development catalog for both Classified and Certificated staff		
<b>J.</b> Demonstrate the breadth of the Professional Development catalog for both Classified and Certificated staff		
<b>K.</b> How Ad Hoc reports and standard reports are run; how Ad Hoc reports are created, step by step		
<b>L.</b> Discuss the type of training and support available to system administrators		
<b>II. Software Contractor Responsibilities</b>		
<b>1. <u>Software Contractor Roles:</u></b> For purposes of this contract, it is expected that a singular Contractor will be selected, supplemented if necessary by subcontractors. For purposes herein, the roles of the “Software Contractor” must be defined as a party or parties retained under contract by the District for the purposes of providing an integrated professional development software suite meeting the needs of the District as described herein		
<p><b>A.</b> Providing initial technical and practical assistance to the District to:</p> <ul style="list-style-type: none"> <li>i. Coordinate with the District as necessary to plan the deployment in a manner that optimizes the Software Suite in meeting the District’s needs</li> <li>ii. Ensure successful integration with the District’s human resources software suite (inclusive of applicable interface code, if necessary)</li> <li>iii. Assist as necessary with installing and configuring the Software Suite, including</li> </ul>		

<u>Descriptions</u>	<u>Meet Criteria</u> <u>Y/N</u>	<u>Comments</u>
<p>District-provided elements (if any).</p> <ul style="list-style-type: none"> <li>iv. Provide guidance to the District and assist in the testing and commissioning of the Software Suite.</li> <li>v. Provide initial onsite user training and associated training materials, customized as necessary to reflect the District’s Software Suite environment.</li> <li>vi. If appropriate, provide initial onsite technical training and associated training materials, customized as necessary to reflect the District’s Software Suite environment.</li> </ul>		
<p><b>B.</b> Providing ongoing user and technical support as required.</p>		
<p><b>C.</b> As applicable throughout the implementation process, the Software Contractor must also act as necessary to maintain the project schedule, coordinate the activities of all subcontractors (if applicable), as well as ensure adherence to all requirements of this Specification Document and associated contractual obligations. Additionally, for a period of not less than five years:</p> <ul style="list-style-type: none"> <li>i. If the solution resides onsite (within the District’s data center), the Software Contractor must provide ongoing software, resource module and other updates to the District, including assistance to the District as necessary to enable their implementation.</li> <li>ii. If the solution is a hosted subscription, the Software Contractor must provide, implement and manage ongoing software, resource module and other updates.</li> <li>iii. Regardless of whether the solution resides onsite or is hosted, the Software Contractor must provide ongoing user and technical training support on a remote basis.</li> <li>iv. The District reserves the right to define other Software Contractor responsibilities before executing a final contract.</li> </ul>		

<u>Descriptions</u>	<u>Meet Criteria</u> <u>Y/N</u>	<u>Comments</u>
<p>2. If the Respondent is the direct developer/manufacturer of the Software Solution, it must be assumed that the qualifications of that party will be vetted (a) as part of the evaluation process surrounding this procurement and (b) through the Questionnaire that is part of the documentation package concerning this procurement.</p> <p>If Respondent is not a direct developer/manufacturer, however, written evidence of qualifications as the Software Contractor must be submitted as part of the procurement effort. The Software Contractor must, at a minimum, possess the following attributes:</p>		
<p><b>A.</b> One year of Software Solution implementation experience under its current organizational structure, either directly or under wholly-owned predecessor entities.</p>		
<p><b>B.</b> At least one prior year status as an authorized partner/dealer for the designated Software Solution</p>		
<p><b>C.</b> Authority to extend a Manufacturer’s System Certification and Warranty</p>		
<p><b>D.</b> Profitable status for at least the two preceding fiscal years (three years if privately held and not submitting financial statements).</p>		
<p><b>E.</b> No significant pending litigation that may subject the company to financial risks exceeding twenty percent of its value.</p>		
<p><b>F.</b> Insurance coverage as required by the State of California (such as, but not limited to, workers compensation), as well as professional liability coverage of not less than \$1,000,000 per occurrence.</p>		
<p><b>G.</b> Other requirements as defined within the District’s Bid Documents.</p>		

**SECTION D - NONCOLLUSION DECLARATION**

**NONCOLLUSION DECLARATION TO BE EXECUTED BY**  
**BIDDER AND SUBMITTED WITH BID**  
(Public Contract Code section 7106)

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_[date], at \_\_\_\_\_[city], \_\_\_\_\_[state].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Bidder Name: \_\_\_\_\_

Schedule A

PRICE SHEET

**REQUEST FOR PROPOSAL (RFP) NUMBER: 18-05**

**EMPLOYEE PERFORMANCE EVALUATION AND PROFESSIONAL DEVELOPMENT SOFTWARE SUITE**

The Proposer has thoroughly examined the entire Request for Proposal (RFP), including all Addendum's thereto, hereby offers to furnish all services in accordance with the requirements of the RFP, as described in the proposal attached hereto and incorporated herein. Please provide costing for each component as described below. When costing, please include all necessary expenses associated with component. Provide this in a table format as shown below.

Please state the specific product and any applicable options that you will implement based on our product requirements detailed in the Project Specifications.

<b>LOCAL INSTALLED ON-SITE SOLUTION (PREFERRED)</b>	
<b>COMPONENT</b>	<b>COST</b>
The Employee Performance Evaluation and Professional Development Software Suite - Flat Fixed Purchase Price <b>(Base Module)</b> package. If an enterprise suite pricing package applies, please state.	\$
Additional Module pricing (specify in detail)	\$
Cost per user or unlimited license (please specify)	\$
Software Maintenance, Support, and License for the 1 <sup>st</sup> Year	\$
Contract year 2 – 5 Software Maintenance/License Cost per year (specify what is included)	\$
<b>HOSTED OFF-SITE SOLUTION</b>	
<b>COMPONENT</b>	<b>COST</b>
The Employee Performance Evaluation and Professional Development Software Suite - Flat Fixed Purchase Price <b>(Base Module)</b> package. If an enterprise suite pricing package applies, please state.	\$
Additional Module pricing (specify in detail)	\$
Cost per user or unlimited license (please specify)	\$
Software Maintenance, Support, and License	\$

for the 1 <sup>st</sup> Year	
Contract year 2 – 5 Software Maintenance/License Cost per year (specify what is included)	\$

<b>ADDITIONAL COMPONENTS</b>	
Content Customization to meet Specifications	\$
Training (on-site)	\$
Consulting Services	\$
Other costs (specify in detail)	\$

## SAMPLE AGREEMENT

### PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made effective this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and it is made by and between \_\_\_\_\_, hereafter called "Consultant," and the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California, hereafter called "Superintendent". Superintendent and Consultant shall be collectively referred to as the Parties.

#### RECITALS

- A. The Superintendent desires to obtain special services and advice regarding financial, economic, accounting, engineering, legal or administrative matters, as provided in this Agreement.
- B. Superintendent is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters;
- B. The Consultant is specially trained, experienced, qualified, competent and authorized under State and Federal law as applicable, to provide the special services and advice required by the Superintendent

Accordingly, the parties agree with the above and as follows:

#### AGREEMENTS

1. Scope of Work. In consultation and cooperation with the Superintendent, the Consultant shall provide \_\_\_\_\_ in accordance with Superintendent's entire Request for Proposal (RFP) \_\_\_\_\_ documents and all addenda and amendments thereto, Consultant's Proposal response to RFP \_\_\_\_\_ are all by this reference incorporated herein. The RFP documents are complementary and what is called for by any one shall be as binding as if called for by all. Consultant's services shall be consistent with generally acceptable industry practices or better.
2. Term. The Consultant will commence providing services under this Agreement on \_\_\_\_\_ and will diligently, properly and in full compliance perform as required and complete the performance of services by \_\_\_\_\_. Time shall be of the essence in the performance of this Agreement. If the Consultant at any time during the term of this Agreement becomes noncompliant with any of the terms and conditions hereof or noncompliant with any applicable regulatory requirement including any suspension, revocation or termination of any permit, certification or license which is required in order for the Consultant to

properly perform under this Agreement, then the Consultant shall immediately notify the Superintendent's Administrator in writing.

3. Compensation. Superintendent agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total amount not to exceed \_\_\_\_\_ dollars (\$ \_\_\_\_\_) which is inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile insurance to the amount required under California State law or more, materials, supplies, taxes, workers compensation, mileage, travel, incidentals, food and the like more specifically set forth in RFP \_\_\_\_\_. Payment shall be made periodically to the Consultant within thirty (30) days after receipt of a fully supported and detailed invoice which clearly indicates as applicable any progress completed, milestones achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work (rounded to the nearest quarter hour increment), subcontract cost, etc. Payment is subject to withholding pursuant to California Revenue and Taxation Code Section 18662 and the related regulations (18662-1 through 18662-14) which requires the withholding of California income or franchise taxes from payments made to nonresident independent contractors performing services in California.
4. Independent Contractor. The Consultant is an independent contractor and will perform said services as an independent contractor and not as an employee of the Superintendent. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the Superintendent and the Consultant or between the Superintendent and any of Consultant's agents or employees as they relate to any services provided. Consultant and its agents and employees shall not be entitled to any rights and or privileges of the Superintendent's employees and shall not be considered in any way to be the employees of the Superintendent. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes or any other purpose.
5. Superintendent's Responsibility. The Superintendent will prepare and furnish to the Consultant upon request such existing information as is reasonably necessary for the performance of the Consultant. The Consultant shall provide its own equipment, vehicle, materials, supplies, food, incidentals and tools, etc. which may be required for the proper performance of this Agreement. Each party shall cooperate with the other party.
6. Reports. Reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products and other materials produced by the Consultant under this Agreement shall be the sole and exclusive property of Superintendent. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by Consultant in the United States or in any country without the prior written consent of the Superintendent. The Superintendent shall have unrestricted authority to publish, disclose, distribute, transfer and use copyright or patent any such materials produced by Consultant under this Agreement.

7. Hold Harmless. The Consultant agrees to and shall hold harmless and indemnify the Superintendent, the Orange County Board of Education and its officers, agents, employees, and volunteers from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Consultant or any person, firm or corporation employed by the Consultant upon or in connection with the services called for in this Agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the Superintendent, the Orange County Board of Education, its officers, agents, employees, or volunteers.

(b) Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the Superintendent, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off Superintendent's property, except for liability for damages which result from the sole negligence or willful misconduct of the Superintendent, the Orange County Board of Education and its officers, agents, employees, or volunteers.

The Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the Superintendent, the Orange County Board of Education, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the Superintendent, the Orange County Board of Education, its officers, agents, employees, or volunteers in any action, suit or other proceedings as a result thereof.

8. Insurance. During the term of this Agreement, the Consultant shall maintain BOTH GENERAL & PROFESSIONAL liability insurance. Unless otherwise agreed in writing by the Superintendent, General Liability shall be maintained in an amount not less than \$1,000,000 per occurrence; and Professional Liability in an amount not less than \$1,000,000 combined single limit for each occurrence. Automobile liability insurance to the amount required under California State law or more, and Workers Compensation as required under California State law. The Consultant shall provide Certificates of Insurance, with Additional Insured Endorsements, indicating applicable insurance coverage's prior to the commencement of work.

9. Termination. The Superintendent or Consultant may at any time and for any reason suspend performance by the Consultant or terminate this Agreement with thirty (30) days written notice and compensate Consultant only for services satisfactorily rendered to the date of such suspension or termination. Written notice by the Superintendent or Consultant shall be sufficient to suspend or terminate any further performance of services by the Consultant. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three days after the day of mailing, whichever is

soonest. Upon receipt of any notification of termination by the Superintendent, the Consultant shall promptly provide and deliver to the Superintendent any and all work product in progress or completed to date including any reports, drafts, electronic information or the like to the Superintendent. Unless otherwise identified, notice will be provided to the address shown at the signature block area on the last page of this Agreement. Facsimile notices shall be accepted.

10. Records. The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g. hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The Superintendent, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect and copy any and all non-confidential information in the Consultant's records relating to this Agreement at a mutually agreeable time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the code.
11. Assignment. The obligations of the Parties pursuant to this Agreement shall not be assigned, in whole or in part without the prior written consent of the other party.
12. Compliance with Applicable Law. Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's Services and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.
13. Nondiscrimination. The Parties agree that they will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age or other characteristics protected by federal or state laws.
14. Non Waiver. The failure of Consultant or Superintendent to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
15. Entire Agreement/Amendment. This Agreement and the exhibits attached hereto constitute the entire agreement among the Parties to it and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the Agreement.

16. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
17. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
18. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.
19. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third (3<sup>rd</sup>) day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the Parties are as follows:

Consultant:

Attn: \_\_\_\_\_

Superintendent:                      Orange County Superintendent of Schools  
200 Kalmus Drive  
Costa Mesa, California 92626  
Attn: Patricia McCaughey, Administrator

20. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it. Facsimile signatures shall be deemed for all intents and purposes as binding as original signatures.
21. Authorized Signatures. The individuals signing this Agreement warrant that they are authorized to do so, and further, that they are authorized to make the promises in this Agreement on behalf of the respective Parties. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.
22. Payments Made to Non-Residents.

(a) Superintendent is required pursuant to California Revenue and Taxation Code (R&TC) Section 18662 and the related regulations, to withhold on certain payments made to nonresidents, including corporations and partnerships that do not have a permanent place of business in the State of California, for services performed in the State of California. Consultant's payment is subject to a state income tax withholding of seven percent (7%) unless a reduced rate or waiver is approved by the Franchise Tax Board. Consultant must submit directly to the Franchise Tax Board a Nonresident Withholding Waiver Request (Form 588) attached hereto and incorporated herein by this reference. Send Form 588 to: Franchise Tax Board, Attn: Nonresident Vendor or Partnership Waivers, P.O. Box 651, Sacramento, California 95812-0651.

(b) When compensation is paid for services performed both within and outside of California, the portion paid for services rendered in this state and subject to withholding should be determined by an allocation. Form 587 is used to collect information to determine if withholding is required on payments to nonresidents. When compensation is paid for services performed both within and outside of California, Consultant must submit directly to Superintendent a Nonresident Withholding Waiver Request (Form 587) attached hereto and incorporated herein by this reference.

23. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.

IN WITNESS THEREOF, the Parties hereto have approved and executed this Agreement.

Orange County Superintendent  
of Schools

\_\_\_\_\_  
Authorized Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Federal ID#: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

Name: Patricia McCaughey

Title: Administrator

Federal ID: #95-6000943

Telephone: 714-966-4085

Email: [pmccaughey@ocde.us](mailto:pmccaughey@ocde.us)

## ATTACHMENT “C”

### EMPLOYEE PERFORMANCE EVALUATION AND PROFESSIONAL DEVELOPMENT SOFTWARE SUITE REQUEST FOR PROPOSAL #18-05

#### PROJECT SPECIFICATIONS

##### I. **Functional Requirements**

The following within this sub-section intends to describe required and desired features and functions of the ideal Software Solution. It is not known by the District at this date whether any existing Software Solution is available having all of the functionality described herein; thus, except as otherwise noted; the descriptions herein outline what the District might consider to be an “ideal” solution. The District opens to both hosted and site-resident systems.

Proposer represents and warrants that it has the right to license the Software Suite System as specified by this RFP, and that the use of the Software Suite System contemplated in this RFP does not infringe upon, violate, or constitute a misappropriation of any copyright, trademark, trade secret, or any other intellectual proprietary right of any third party. Further, Proposer represents and warrants that, the Software Suite System will operate in accordance with the applicable documentation, and is in compliance with the specified requirements of the RFP and proposal response, provided that the Software Suite is operated in compliance with such documentation.

##### 1. Software Solution Requirements and Functions

- A. **Software Solutions.** The Software Solution must support multiple aspects in alignment with the District’s goals for the system.
  - i. The Software Solution must accommodate a broad spectrum of educator and non-educator personnel needs, inclusive of providing supporting resources for all positions.
  - ii. The Software Solution must proactively monitor and report on the District’s personnel review calendaring and status.
  - iii. The Software Solution must provide a mechanism flexibly supporting the District’s review processes, including adjustments between review processes concerning classified versus certified personnel as well as accommodating use of up to 20 different review forms.
  - iv. The Software Solution must provide predefined professional development modules, inclusive of an expanding variety of high-quality training materials.
- B. **Human Resources System Interface Capability.** The Software Solution must interface with the District’s proprietary Human Resources System (referred to as “HR2.0”) in a manner that allows the Software Solution to automatically access and retrieve information but precludes modification of HR2.0 data. This may be accomplished by automated generation of an inquiry entered into HR2.0 resulting in a file transfer or by other means as appropriate.

- C. **Email System Interface Capability.** Several functions described herein below describe various notifications and report distributions must distributed via the District's Microsoft Exchange email system.
- D. **System Access.** The Software Solution must support access via various computing and mobile communication devices. At minimum, the Software Solution must interface devices leveraging current versions of the Microsoft Windows, Apple OS, iPhone iOS, and Android operating systems.
- E. **Privacy Provisions.** The Software Solution Developer/Manufacturer must have robust policies and methods in place to ensure privacy relative to use of the solution. Except a directly required for functionality of the Software Solution and its resources, District as well as employee information must not be disclosed to any third party; additionally, no District or employee information must be used for marketing purposes, whether to the District/employee or to others.
- F. **Data Security Provisions.** The Software Solution Developer/Manufacturer must have robust policies and methods in place to ensure data security. In no instance must a data security issue result in additional costs to the District and/or its employees, and the Software Solution Developer/Manufacturer must indemnify the District and its employees against costs reasonably associated with any such breach. In responding to this RFP, the Respondent must include information concerning data security as required by the accompanying Questionnaires, including:
  - i. Explanations regarding how patches, upgrades and releases are managed and rolled out.
  - ii. Explanations as to how data breaches are handled, what liability is assumed, etc.
  - iii. Explanations as to how District-provided resources and other information is protected from use by others.

2. **Personnel Review Requirements and Functions:**

- A. **Automatic Review Status Reporting.** Based on information acquired from the District's HR2.0 system, the PDS must automatically generate reports of upcoming, pending and overdue personnel review processes. The Software Solution must allow employee's review due date to be established based on their hire date, position anniversary date, or other date as deemed appropriate. Report outputs must be sorted and filtered as required by each manager based on fields. For example, some managers may prefer reports in order of Review Due Date, while others may prefer reports in order of Employee Name. Ideally, reports must also provide for sorts based on multiple criteria (for example, by Site/Location then Department then Division) and be available in multiple formats as required by each manager. Such reports must be provided (a) as separate documents per manager, as well as (b) in total for District management purposes. Ideally, the Software Solution must also be capable of distributing such reports to each identified manager and to Human Resources as an attachment via email.
- B. **Review Process Monitoring and Escalation.** While accommodating varying review processes (i.e., classified, certified, etc.), the Software Solution must monitor inputs within various District forms, including whether or not each form is complete; the Software Solution must provide reports relative to review process status, including date

and time tracking for each activity. The Software Solution must also automatically flag review processes that are approaching and exceeding review deadlines, providing notification to Human Resources via email.

- C. Collaborative Review Process Support.** If selected by the manager, the Software Solution must support collaborative review processes and must provide notifications between the manager and the employee under review. As an example for purposes of this function, it is conceivable that a manager may notify an employee of their expected review, requesting that the employee complete a self-assessment in the District's format; upon completion of the self-assessment, the Software Solution would notify the manager of the employee's input, and then proceed to work further on the review document; over the course of the review, the manager and employee may (or may not) interact multiple times in completing the review process, with the Software Solution providing notifications between the manager and employee as necessary. During the review process, access to the developing review document must be secure between the manager and employee only; however, notifications must be provided to Human Resources.
- D. Electronic Signatures.** The Software Solution must support electronic signatures, inclusive of date and time; this capability must include a protocol for ensuring authenticity.
- E. Attachments.** The Software Solution must provide for the inclusion of attachments to the review file, imported in multiple file formats (i.e., .PDF, .DOCX, .XLSX, etc.).
- F. Employee Document Completion, Storing, and File Transfer.** For review documents as well as for other documents as required by the District, the Software Solution must: (a) support online completion of each form as required; (b) store document formats as well as review documents, whether completed wholly or in part; and (c) provide for the transfer of such data between the Software Solution and HR2.0. Regarding file transfer capabilities, it is preferred that the Software Solution provide completed documents in .PDF or other formats as desired by the District for manual (not automatic) transfer into HR2.0 and the District's Webplex DocuPeak imaging system.

### **3. Resource Library Requirements and Functions:**

- A. Resource Library Supporting Classified and Certified Personnel.** The Software Solution must have (a) a developer/maker-supported resource library with resources appropriate for use by both classified and certified personnel, and (b) the ability for such resources to be separated if and as desired. It is critical that the resource library be expanding in its scope and breadth while maintaining high standards relative to quality.
- B. Ability to Upload District/Third-Party Resources.** The Software Solution must have the ability to integrate professional development resources provided by the District and by third-parties such as Lynda.com may be selected by the District. These resources may include, at minimum, electronic files in the following formats: .MP4; .MOV; .WMV; .MP3; .PPTX; .PPSX; .DOCX; .XLSX; and .PDF. The Software Solution must have the ability to keep such District and third-party resources proprietary and confidential.

- C. *Ability to Upload and Manage District Forms and Documents.*** The Software Solution must have the ability to integrate forms and documents provided by the District. These resources may include, at minimum, electronic files in the following formats: .DOCX; .XLSX; .and .PDF. The Software Solution must keep all such forms and documents in a separate library (different from that of the professional development resources). Additionally, the Software Solution must have the abilities to (a) keep such forms and documents proprietary and confidential, (b) support printing of such forms and documents, as well as (c) support downloading and export of such forms and documents.
- D. *Ability to Support Multiple Special Purpose Libraries.*** The Software Solution must have the ability to allow the District to establish and manage special purpose libraries. For example, the District may choose to provide an orientation skills library (supporting new employees) containing various documents and forms that would be accessible to users via a dedicated tab and/or URL.
- E. *Ability to Establish Access Permissions.*** The Software Solution must have the ability to flexibly allow resource access to be restricted as required by the District. Ideally, the District may choose to limit access to one or more of the following groups: All; Classified; Certified; Management; Non-Management; as well as to at least four “Special” groups. In the case of documents, the Software Solution must also allow permissions to be set at the individual level, such as being accessible only by a manager and his specific employee(s). To support this functionality, each individual user must be assignable to multiple permission groups. Additionally, the Software Solution must provide the ability to block access to any resource within the developer/manufacturer-provided resource library that it deems inappropriate based on the District’s objectives.
- F. *Ability to Sort Resource Library and Resource Sets.*** The Software Solution must allow for sorting of resources by various means, ideally on the basis of multiple criteria. For example, a user seeking a particular type of resource may search for telephone skills resources only in video format, with such videos being produced within the past seven years and having duration of between 10 and 30 minutes.
- G. *Prescribed Personnel Development Resource Sets.*** The Software Solution must have the ability to support assignment of prescribed personnel development resource sets to be completed by individual users. For example, a manager citing needs for a worker to acquire better telephone skills would be able to assign a pre-defined resource set to that individual.

#### **4. Reporting Requirements and Functions:**

- A. *Automatic and Manual Report Generation.*** The Software Solution must be capable of providing various reports on an automatic and manual basis per the requirements of the District. At minimum, such reporting must include the data as described within paragraphs 3.3.g, 3.3.t through 3.3.y, as well as otherwise specified herein, both automatically based on predefined time periods and ad hoc. Required fields for report sorting purposes must include (but not necessarily be limited to): Division; Department; Site/Location; Position/Title; Supervisor Name; Hire Date; Received Date; Employee Name; Employee Type; Evaluation Type; Review Due Date; Review Status; Review Steps Completed; Review Steps Pending; and other fields as defined by the District. Ideally,

the Software Solution must also be capable of distributing automatically-generated to each identified manager as an attachment via email; ad hoc reports must be distributed only to the requesting manager, again as an email attachment. Manual reports must be available both onscreen and in electronic printable formats.

- B. *User-Requested Reports.*** The Software Solution must be capable of providing ad hoc user-level reports that: (a) identify prescribed professional development resource sets, inclusive of their specific elements and completion status; and (b) identify all resources viewed in part or in whole. Ideally, the Software Solution must also be capable of distributing such reports to each user as an email attachment.
- C. *Reporting of Assigned Resource Set Completion Status.*** The Software Solution must have the ability to provide periodic reports to managers of the progress of individuals assigned to complete resource sets. Such reports must be available to the managers on-demand, automatically on a weekly/bi-weekly/monthly basis, and upon completion of the assigned set by each individual. Ideally, must the manager select the option to do so, the reporting function would also provide the option to gauge the level of participation by the user by ensuring that the resource has been viewed in its full length, by identifying whether related resources were also accessed (in whole or in part), and/or by other means.
- D. *Reporting of General and Specific Software Solution Usage.*** The Software Solution must have the ability to provide periodic usage reports at various levels. At minimum, the reports must provide usage statistics based on (a) predefined time periods for the totality of the District, (b) predefined departments, as well as (c) detailed tracking by individual user.
- E. *Analytics Capabilities.*** The Software Solution must provide analytics capabilities. For example, information helpful to the District might include quantitative data relative to how many persons were diverted to what type of training, how many users are requesting resources or training in various skill areas, and how many resource requests originated concerning classified versus certified personnel.
- F. *Report Export Capabilities.*** The Software Solution must have the ability to output each report in appropriate file formats for inclusion within other documents as may be required by the District. Reports must be exportable in .PDF, .XLSX and other file formats.

##### **5. Further Considerations and Requirements**

The following paragraphs within this sub-section describe further aspects that will be included within the evaluation process.

- A. *Software Solution/Project Go-Live.*** The District wants to implement two of its divisions possibly Administrative Services and Information Technology consisting of Classified employees between April to August 2019 and fully implement to all of its divisions by July 2020 which also include its Certificated employees.
- B. *Service Level Agreements.*** The Software Contractor must provide formal written Service Level Agreements (SLAs) separately covering system performance and ongoing technical

support performance. Regarding system performance, the District has identified the following parameters as representing minimum acceptable service:

- i. System availability of 99.50% (calculated for any seven-day period).
- ii. Relative to ongoing technical support, based on an assumption such assistance will be offered via telephone and/or online chat, 80.00% of calls/chats must be answered within two minutes and 99.50% of calls/chats must be answered within six minutes, in combination with a first-call resolution accuracy exceeding 95.00% represent acceptable service.
- iii. SLAs must (a) identify performance measurement protocols, and (b) identify appropriate penalties for failing to meet agree SLAs; additionally, the SLA must identify conditions by which the District may cancel any ongoing contract without penalty due to such failures. The RFP Respondent must propose SLAs terms and conditions, with final terms and conditions being completed within the Contract Negotiation process.

**C. *Implementation Planning.*** The Software Contractor must provide comprehensive planning of the entire project. Such planning must be communicated to District/District's Representative on a regular basis. At minimum, within five business days of Contract Award the Software Contractor must provide (a) a written project schedule and (b) a contact list bearing the names, titles/roles, cellular telephone numbers, and email addresses of primary persons responsible for the Project's success. These documents must be updated on an ongoing basis, with updated revisions being provided to District/District's Representative on a weekly basis as needed.

**D. *Project Meetings and Communications.*** Throughout the deployment process, the Software Contractor must meet with District/District's Representative on a regular basis, preferably weekly. Project meetings must, at minimum, advise the District of the following: project progress (e.g., tasks accomplished); equipment/materials order/delivery status; pending issues, including issues to be addressed by District/District's Representative as well as by others; two-week project look-ahead; potential risks, including logistical, operational and budgetary issues. Production and distribution of written minutes and/or project status reports is strongly encouraged. Additionally, interim, even daily, contact between the Software Contractor and District/District's Representative is strongly encouraged.

**E. *Training Requirements.*** The Software Contractor must provide District's designated personnel with complete training as pertaining to the subject Project; separate training sessions must be conducted for users as opposed to IT support personnel. It is anticipated that such training can be confined to verbal instruction supplemented by appropriate documentation. Regardless, the training must be provided through qualified instructors familiar with (at minimum) the installed products and their characteristics, proper operation as a system, product/system troubleshooting and service protocols, recommended maintenance provisions (if applicable), as well as product/system warranties. Training must be specific to the District's environment, must be performed onsite within ten business days after Commissioning of the systems, and must cover in detail all of the aspects identified above and provide printed copy of user training manual.

- F. *Regulatory Compliance.*** Federal, state and local codes, rules, regulations and ordinances governing the work, as well as various additional standards, guidelines and practices, may apply and must be incorporated as part of these Specifications. Where the requirements of the Contract Documents are more stringent than applicable codes, rules, regulations, ordinances, standards, guidelines and practices, the Contract Documents must apply. In all other instances, the most current standards, guidelines and practices must apply.
- G. *Warranty; Software Upgrades/Updates.*** In responding to this RFP, Respondent must describe the standard solution warranty as well as software upgrade/update provisions. If warranty and/or software upgrade/update enhancements are also available, those provisions must also be described, clearly labeled as being available rather than standard and with any additional cost also identified.
- H. *Customization.*** If any feature or capability specified within this document is not currently available in the software suite, please identify them and determine if customization can be made or not. Also, provide timeline and additional cost for each feature if applicable.

## **6. Hosted Solution Considerations**

If the selected solution is hosted by the developer/manufacturer (or any other party), the following additional aspects are of concern to the District and must be addressed in detail as part of the RFP Response:

- A. *Hosted Solution Data Center Stability.*** The RFP Respondent must discuss in detail properties of the hosting data center environment. At minimum, the description must include: facility address; whether the facility is owned or leased by the proposing party, the developer/manufacturer, or by a third party; whether the facility is dedicated solely to the proposing party or developer/manufacturer versus shared by multiple entities; descriptions of currently occupied area and of available expansion space; descriptions of electrical and cooling redundancy provisions (including access to emergency generator provisions); identification of pertinent ancillary systems (i.e., fire suppression, physical security, etc.); as well as other information as necessary to indicate the presence of a robust and flexibly hosting facility.
- B. *Business Continuity Plan.*** The RFP Respondent must also discuss in detail properties of the business continuity plan (BCP), if any, as it pertains to the hosting facility. For example, if a secondary data center environment is available, at minimum the description must identify: facility address; basic characteristics of the secondary site; whether the site functions as a “cold”, “warm” or “hot” data center in supporting the proposed Software Solution platform; what steps and time would be required in order to transfer services between the primary and secondary data centers, as well as what personnel would be employed to accomplish such as transfer of service.. While BCPs are typically proprietary and confidential, the RFP Respondent must certify whether or not a comprehensive BCP is in effect.

## **7. Onsite Deployment Considerations**

If the selected solution resides onsite, the following additional responsibilities must apply:

- A. *Equipment Ordering.*** If applicable, electronic components and/or other elements may need to be procured as part of the subject Project. Recognizing that certain items may have significant lead times, the Software Contractor must ensure that orders are placed in a manner such that these items will be delivered to the site early enough so as to not delay any aspect of installation or associated work. If requested by District/District's Representative, the Software Contractor must provide to District/District's Representative written notice of each order, inclusive of: product type and quantity; product manufacturer and model number; expected delivery date; vendor name and address; contact name; and contact telephone number.
- B. *Site Cleaning.*** Throughout the Project's progress, the Software Contractor must keep the working area free from debris of all types and must remove from the premises all refuse resulting from any work performed by the Software Contractor. On a daily basis and at the completion of its work, the Software Contractor must, to the extent possible, leave the premises in a clean and finished condition.
- C. *Safety Requirements.*** The Software Contractor will utilize appropriate personnel and display warning signs, signals, flags and/or barricades at the work site to ensure adherence to safety regulations and as prudence requires. Costs for such safety provisions must be included within the base project price.

## **8. Formal Presentation Requirements**

It is critical for the District to have a clear understanding of how the Software Solution is set up (i.e., dashboard) and how processes are completed from start through finish. Invited vendors to participate in formal product presentations will be asked to include the following items in their product demonstrations:

- A.** Discuss in detail the layout of the user dashboard and the location of the Review Due Date; demonstrate how the review process is begun and finished, from both the end user's and administrator's perspectives.
- B.** How does a system administrator specifically use the software suite; how does an end user specifically use the software suite; provide step by step instruction.
- C.** Explain in detail how data is managed when changes in staff occur. For example, often staff move between supervisors during the evaluation process, particularly certificated staff; show how evaluations are transferred between supervisors for a variety of reasons, such as staff reassignments; also, new hires, separations, etc.
- D.** How can a system administrator "impersonate" the end user so they can view what the individual end user views in the system.
- E.** With regard to reports, how the Software Solution enables users to filter on a particular range of dates and other data fields listed in a document; how an administrator and end user run reports to identify evaluations that have not been completed or started.
- F.** How the system automatically generates reports of upcoming, pending, and overdue personnel reviews; step by step, demonstrate the process to establish or schedule reports to run automatically.

- G. How the email notification process works during the evaluation process from start to finish.
- H. How supervisors assign Professional Development to an individual employee and track their progress.
- I. Demonstrate the breadth of the Professional Development catalog for both Classified and Certificated staff.
- J. How system administrators can upload professional development content to the system, step by step; include a variety of resources such as, but not limited to video, audio, and text files; include example of how to upload THE DISTRICT 's own content as well as third party content.
- K. How Ad Hoc reports and standard reports are run; how Ad Hoc reports are created, step by step.
- L. Discuss the type of training and support available to system administrators.

## II. **Software Contractor Responsibilities**

### 1. **Software Contractor Roles**

For purposes of this contract, it is expected that a singular Contractor will be selected, supplemented if necessary by subcontractors. For purposes herein, the roles of the "Software Contractor" must be defined as a party or parties retained under contract by the District for the purposes of providing an integrated professional development software suite meeting the needs of the District as described herein.

- A. Providing initial technical and practical assistance to the District to:
  - i. Coordinate with the District as necessary to plan the deployment in a manner that optimizes the Software Suite in meeting the District's needs
  - ii. Ensure successful integration with the District's human resources software suite (inclusive of applicable interface code, if necessary).
  - iii. Assist as necessary with installing and configuring the Software Suite, including District-provided elements (if any).
  - iv. Provide guidance to the District and assist in the testing and commissioning of the Software Suite.
  - v. Provide initial onsite user training and associated training materials, customized as necessary to reflect the District's Software Suite environment.
  - vi. If appropriate, provide initial onsite technical training and associated training materials, customized as necessary to reflect the District's Software Suite environment.
- B. Providing ongoing user and technical support as required.
- C. As applicable throughout the implementation process, the Software Contractor must also act as necessary to maintain the project schedule, coordinate the activities of all subcontractors (if applicable), as well as ensure adherence to all requirements of this

Specification Document and associated contractual obligations. Additionally, for a period of not less than five years:

- i. If the solution resides onsite (within the District's data center), the Software Contractor must provide ongoing software, resource module and other updates to the District, including assistance to the District as necessary to enable their implementation.
- ii. If the solution is a hosted subscription, the Software Contractor must provide, implement and manage ongoing software, resource module and other updates.
- iii. Regardless of whether the solution resides onsite or is hosted, the Software Contractor must provide ongoing user and technical training support on a remote basis.
- iv. The District reserves the right to define other Software Contractor responsibilities before executing a final contract.

## **2. Software Contractor Qualifications**

If the Respondent is the direct developer/manufacturer of the Software Solution, it must be assumed that the qualifications of that party will be vetted (a) as part of the evaluation process surrounding this procurement and (b) through the Questionnaire that is part of the documentation package concerning this procurement.

If Respondent is not a direct developer/manufacturer, however, written evidence of qualifications as the Software Contractor must be submitted as part of the procurement effort. The Software Contractor must, at a minimum, possess the following attributes:

- A.** One year of Software Solution implementation experience under its current organizational structure, either directly or under wholly-owned predecessor entities.
- B.** At least one prior year status as an authorized partner/dealer for the designated Software Solution
- C.** Authority to extend a Manufacturer's System Certification and Warranty
- D.** Profitable status for at least the two preceding fiscal years (three years if privately held and not submitting financial statements).
- E.** No significant pending litigation that may subject the company to financial risks exceeding twenty percent of its value.
- F.** Insurance coverage as required by the State of California (such as, but not limited to, workers compensation), as well as professional liability coverage of not less than \$1,000,000 per occurrence.
- G.** Other requirements as defined within the District's Bid Documents.

### III. Selection Scoring Matrix

The District reserves the right to make the selection of the Employee Performance Evaluation and Professional Development Software Solution vendor based on the criteria established in this RFP, and other criteria as identified by the RFP review and interview team.

The criteria used to evaluate all proposals received as follows:

Criteria	Descriptions	Possible Points
<b><u>Product Attributes</u></b>		<b>400</b>
Features and Functionality	Relevance to the District, appropriate language, organization of the information, and information quality. The information is clear, concise, nondiscriminatory, and informative to the District	100
Career Development Process	Evaluate the compatibility of the program with important career development principles. The program helps individuals to integrate and develop their values, interests, abilities, skills, and goals.	100
User Interaction	The organization is clear, logical, and effective, making it easy for the intended audience to understand. Prerequisites are identified and instruction is provided in the software or in the user guides, so individuals can run the program and understand its results.	100
Technical Aspects of the Software and Materials	The hardware and software architecture and technology used. The system uses standard equipment that is reliable, widely available, and applicable to a variety of uses.	100
<b><u>Software Developer/Manufacturer and Integrator Attributes</u></b>		<b>225</b>
General Characteristics and Financial Stability	General impressions of vendor. Evaluation of experience, skills, size, stability, number of clients, years in business, and product road map	25
Implementation, Support, and Maintenance Attributes	Evaluation of customer support, training, programs, implementation processes and tools, documentation, software updates, and responsiveness	75

Criteria	Descriptions	Possible Points
Reference Checks	Evaluation of product feature, functionality, usability, flexibility and quality. Evaluation of vendor responsiveness and expertise. Would you buy again from this vendor?	25
Financial Investment	Evaluation of both initial and long-term costs	75
Optional Requirements/ Functions and Implementations /Maintenance	Evaluation of features and functionality that are optional. Evaluation of implementation and maintenance requirements that are optional.	25
	<b>Total Maximum Points</b>	<b>625</b>