NOTICE

Des Moines Public Schools will receive sealed proposals for a Learning Management System until 9:00 a.m. on April 7, 2017. Proposals will be received and recorded by the District's purchasing agent at his office: 1915 Prospect Road, Suite 1200 Des Moines, Iowa 50310.

Proposers are requested to submit a signed original as well as an electronic copy (preferably in a PDF format). Inquiries regarding interpretation of this request and other questions shall be addressed to Mark Mattiussi via email: mark.mattiussi@dmschools.org

Event	Date
Issue the RFP	3/10/2017
Inquiries & Responses Deadline	3/24/2017
Proposals due	4/07/2017
Round One Evaluations: Selection of top three proposals	4/14/2017
Personal interviews & demonstration of selected proposals	4/28/2017
Complete the final evaluation proposals	5/03/2017
Submit recommendation to the board	5/08/2017
Board approval / rejection	5/16/2017
Contract signed *(if accepted)*	6/06/2017

The schedule of events timeline may vary and maybe expedited or lengthen as deemed necessary by the District

For a complete set of documents please visit our web site at:
http://www.dmschools.org/departments/operations/purchasing-central- stores/purchasing/open-proposals

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I. GENERAL

The Des Moines Public School District (District) encourages all prospective providers to examine this request carefully. Qualified providers are requested to submit proposals to provide the products or services described in this request. The District expects the provider of these products and services to be highly experienced, a leader and innovator, and be able to provide comprehensive products and services in the relevant areas. Further, the District requires that those products and services be delivered consistently and be of the highest quality. The District has a large, diverse, and complex school operation that encompasses a number of departments. To properly assist the District, the selected Proposer must have individuals that have extensive experience working with school districts with the same demographics and complexities as the DMPS.

II. BACKGROUND / OBJECTIVE

The District is located in Des Moines, Iowa, the capital city of the state and employs approximately 5,000 teachers and staff. The District has seventy-three sites which house educational programs and administration offices. It educates approximately 32,000 students annually and has provided education services for the past 100 years. The District's current student enrollment is 32,582; demographics for that enrollment were White 42.0%, Hispanic 25.0%, African American 18.3%, Mixed Race 6.4%, Asian 7.7%, Native American 0.5%, and Pacific Islander 0.1%. The District calculates that 74.8% of their students receive free and reduced meals and that 20.6% of the students are English Language Learners while 15.1% of the student population is in Special Education programs. The District has 38 elementary, 10 middle, 5 high schools as well as 10 special schools, which includes 10 International baccalaureate world schools, 5 turnaround art schools, 1 Montessori school, an advanced placement and IB Diploma school and a Career and Technical institute.

In order to serve our students, their families, and our staff, District Administration is seeking proposals for a proposer-hosted Learning Management System (LMS). The desired system will be "a web-enabled relational database that links curriculum, instructional resources, assessment strategies, student data, and staff proficiencies in order to empower teachers to guide and manage student achievement more effectively by contextualizing the learning experience." It will be interactive; integrating data related to curriculum standards, instruction, assessment, and teacher proficiencies. The desired system will also serve as an extension of the Student Information System (SIS) for the district ensuring that information will be entered in one place and will be shared as needed throughout District's integrated data system. The desired system will support the school district's vision for a system that links professional learning communities, standards-based instruction, and the professional growth system seamlessly and transparently in support of student achievement.

III. GENERAL TERMS AND CONDITIONS

A. General

1) Proposers shall make all investigations necessary to thoroughly inform themselves regarding the delivery of services as required by the solicitation. No plea of ignorance by the Proposer of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying from the requirements of the District or the compensation to the Proposer. All information regarding this RFP will be posted on the District website @: www.dmschools.org/departments/operations/purchasing-central-stores/purchasing/open-proposals/

A. General

2.) The terms and conditions of the Request for Proposal, the resulting contract(s) or activities based upon this Request for Proposal shall be construed in accordance with the laws of Polk County, Iowa. Wherever differences exist between Federal and State statutes or regulations affecting this procurement, interpretation shall be in the direction of that which is most beneficial to the interests of the District.

3.) Proposers are required to state exactly what they intend to furnish to the District via this solicitation and must indicate any variances to the terms, conditions or required services, of this submission; no matter how slight. (See EXCEPTIONS SECTION VII)

4.) Proposers are advised that the District endorses the participation and utilization of local contractors in its purchasing effort. Accordingly, proposals of equal price and quality will be awarded to Proposer(s) residing within the geographic area when available. This policy does not prohibit Proposers who reside outside of the area from participating in the purchasing process as long as these Proposers can offer services at competitive pricing.

B. Clarification and Modifications

1.) Where there appears to be variances or conflicts between the General Terms and Conditions and the System Requirements outlined in this solicitation, the System Requirements shall prevail. General Terms and Conditions can be found @ http://www.dmschools.org/wp-content/uploads/2015/08/General-Terms-n-Conditions-New.pdf

2.) If any Proposer contemplating submitting a solution under this solicitation is in doubt as to the true meaning of the requirements, the Proposer must submit a written request for clarification to the District's Purchasing Agent by the date designated by the Calendar of Events by email @: mark.mattiussi@dmschools.org.

3.) The Purchasing Agent for the District will work with the authorized agent of the District to respond to all inquiries and will render an official interpretation of the question in writing. The District shall not be responsible for verbal interpretations offered by employees of the District who are not agents of the District's Purchasing Department. A list of all inquiries and responses will be posted online.

4.) The District shall issue a written addendum if substantial changes, which impact the technical submission of proposals, are required. A copy of the addenda will be posted online at our website: www.dmschools.org .The Proposer shall certify its acknowledgement of the addendum by signing the addendum and returning it with their proposal. In the event of a conflict with the original contract documents and the addenda, the addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

C. Pricing

1.) If the Proposer is awarded a contract under this solicitation, the prices proposed shall remain fixed and firm during the term of the solicitation review and any subsequent contract; provided, however, that the Proposer may offer incentive discounts from this fixed price to the District at any time during the contractual term.

2.) Proposers will neither include Federal, State nor applicable local excise or sales taxes in submission prices, as the District is exempt from payment of such taxes. An exemption certificate will be provided where applicable upon request

3.) The Proposer, by affixing its signature to this Proposal, certifies that its submission is made without previous understanding, agreement, or connection either with any persons, firms or corporations offering a proposal for the same services, or with the District. The Proposer also certifies their submission is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

D. Preparation and Submission

1.) This document is a Request for Proposal (RFP). It differs from a Request for Bid in that the District is seeking a solution as described herein, not a bid meeting firm specifications for the lowest price. As defined by the American Bar Association Model Procurement Code, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the service, of which quality, references, and availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards, which measure how well a Proposer's approach meets the desired requirements and needs of the District.

2.) The submission must be typed or legibly printed in ink, on the Form of Proposal supplied; use of pencil or erasable ink is prohibited. The authorized agent of the Proposer must initial all corrections made by the Proposer in ink.

3.) Submissions must contain the signature of an authorized agent of the Proposer. If the Proposer's authorized agent fails to sign the submission, it shall be considered a non-responsive offer and shall not be considered.

4.) Proposals should be as thorough and detailed as possible so that the District may properly evaluate the Proposer's capabilities to provide the required services.

5.) Unit prices shall be provided by the Proposer on their submission. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

6.) The Proposer must include all information and supplemental documentation required in conjunction with this submission. If the Proposer fails to supply any required information or documents, its submission shall be considered non-responsive and shall not be considered.

D. Preparation and Submission

7.) The accuracy of the submission is the sole responsibility of the Proposer. Proposer will not be allowed to make changes to their submission after the date and time of the opening due to error by the Proposer.

8.) Information packages should not contain promotional or display materials unless specifically required in The System Requirements section. Informational packages must address the requirements as explained to aid the evaluation. All questions posed by the RFP must be answered clearly and concisely.

9.) This solicitation does not commit the District to pay any cost incurred by the Proposer or any other party in preparation and / or submission of proposals or in making necessary studies or designs for the preparation thereof, nor is the District obligated to procure or contract for such product and services.

10.) The District reserves the right to waive any and all informalities in information packages if such waiver does not substantially change the offer or provide a competitive advantage to any Proposer.

11.) The Request for Proposal (RFP) must be submitted using the enclosed forms, signed by a legal officer of the company, with company name, date, and other pertinent information. The District also requires Proposers to present their submissions in the format listed below, failure to do so will result in the reduction of your evaluation score.

a. **Tab # 1** **System Requirements**: Address all areas detailed in the system requirements
b. **Tab # 2** **Qualification:** Complete the proposer qualification information
c. **Tab # 3** **References:** Provide references as requested
d. **Tab # 4** **Exceptions/Alternatives:** Detail any exception with this request.
e. **Tab # 5** **Form of Proposal:** Complete and sign the Form of Proposal.

E. Conflicts of Interest

1.) It shall be understood and agreed that your submission is offered independently of any other proposal.
2.) In the event that an independent contractor or firm in conjunction with the District developed this RFP, neither this contractor, nor its principals or subsidiaries, shall be allowed to submit a proposal for this solicitation.
3.) In the event that this proposal request requires consulting services which may ultimately lead to the purchase of other products or services in the future, neither the selected consultant, nor its principals or subsidiaries, will be allowed to participate in the acquisition of these specific goods and services in the future
4.) Chapter 722 of the Code of Iowa provides that it is a felony to offer, promise or give anything of value or benefit to a person serving in a public capacity including a school district employee with intent to influence that employee's acts, opinions, judgment or exercise indiscretion with respect to the employee's duties. Section 68B.22 governs the solicitation and acceptance of gifts by public officials.

F. Modifications or Withdrawals of Proposal

1.) Proposals may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the opening. Each modification submitted to the District's Purchasing Office must have the Proposer's name and return address and the applicable proposal number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the District's Purchasing Department will be considered the valid modification. All requests for modifications must be signed by a duly authorized agent of the submitting company.

2.) Proposals may be withdrawn prior to the time and date set for the solicitation opening. Such requests must be made in writing on company letterhead and signed by a duly authorized agent of the submitting company.

G. Evaluation of the Proposal

1.) The District reserves the right to reject any and/or all proposals or parts thereof, to waive informalities or irregularities in the information packages, and to enter into such contract or contracts as shall be deemed in the *best interests of the District*.

2.) The District retains the sole right to develop and utilize any evaluation methodology and scoring system to grade this proposal it deems necessary.

3.) The District reserves the right to reject proposals or parts thereof for the following reasons:
   a. The Proposer misstates or conceals any material fact in their submission.
   b. The Proposer's submission does not strictly conform to the law or requirements of the RFP.
   c. The proposal does not include documents including, but not limited to, certificates, licenses, in formation or specification sheets, bonds, and/or samples, which are required for submission with the proposal in conjunction with the General Terms and Conditions or System Requirements.
   d. The submission has not been properly executed by signature of an authorized representative of the Proposer.

4.) A proposal may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the District upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the District.

5.) A proposal may not be accepted from, nor any contract awarded to, any person or firm, which has failed to perform faithfully any previous contract with the District, local, state or federal governmental agency for a minimum period of one (1) year after the previous contract, was terminated for cause.

6.) A proposal may be rejected if the Proposer is currently under suspension or debarment by any local, state or federal government, and if the Proposer cannot so certify, then it shall submit along with their submission a written explanation of why it cannot make such certification.

G. Evaluation of the Proposal

7.) A proposal may not be accepted from, nor any contract awarded to, any person or firm, which has pending litigation against the District on the date and time that the request opens.

8.) The award will be made to a Proposer that best meets the needs of the District based upon the evaluation criteria. The District is not required to award the lowest cost proposal.

9.) The District reserves the right to:
   e. Reject any and all proposals submitted.
   f. Re-advertise this solicitation
   g. Postpone or cancel the process for this solicitation
   h. Determine the criteria and process whereby proposals are evaluated and awarded.

H. Selection Process

1.) Preliminary evaluations will be performed by the District's Purchasing personnel to determine if all of the mandatory requirements have been addressed. Proposers must be able to demonstrate their ability to perform the required services by answering all the questions as well as by completing the Qualification Section. Failure to satisfactorily comply with these mandatory requirements may result in their submission being rejected.

2.) As mentioned in G. Evaluation of the Proposal, the District will develop an evaluation and scoring matrix to be used by selected District personnel to review and grade each proposal.

3.) Upon completion of the grading process, the evaluation committee may select the top Proposer(s) and conduct personal interviews or request a formal presentation be conducted before the evaluation committee.

4.) If personal interviews or a formal presentation are requested, the District will make every attempt to work with the selected Proposer to schedule a date and time for each interview agreeable to the Proposer.

5.) Failure to accept the District's invitation for an interview may be grounds to reject the Proposer's submission.

6.) The interview may be conducted electronically or in person at the discretion of the Proposer.

7.) At the conclusion of the interviewing process the committee will make their determination of the successful Proposer and will make a recommendation to the Board of Directors for the District and the earliest regularly scheduled meeting.

I. Award

1.) The District shall select the Proposer which, in its opinion, has presented the best response, *(not necessarily the lowest cost provider)* and shall award the contract to that Proposer, which is deemed in the best interest of the District.

2.) **Contract:** The acceptance of a proposal is predicated on the total dollar amount to complete the work and the District's ability to secure adequate funding. In the event adequate funding is not available the District will not award a contract. If funding is available, the Board of Directors for the District may award a contract to the successful Proposer.

3.) The District intends to award this request by 05/17/17. The District retains the sole right to select the successful Proposer it deems is in its own best interest.

4.) At the conclusion of the process the successful Proposer will be asked to execute a service contract, a sample of which can be found at: http://www.dmschools.org/departments/operations/purchasing-central-stores/purchasing/open-proposals/

5.) The General Terms and Conditions, The System Requirements, the Proposer's submission, written letters, addenda, professional services contract and any corresponding purchase order are collectively an integral part of the contract between the District and the successful Proposer.

6.) **Insurance Requirements:** Successful Proposer shall submit to the District certificates of insurance, prior to beginning work under this contract and no later than ten (10) days after award of the contract. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Iowa, and acceptable to the District, with an A.M. Best rating of B+ or greater and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the District.
The District also requires the Additional Insured, Governmental Immunities and Cancellation and Material Change Endorsement (See Attachment B below). The Aggregate per Location Endorsement required on commercial general liability insurance may be a standard Insurance Service Office form acceptable to the District. The certificates of insurance shall list the Des Moines Public Schools as the additional insured for the specified project as outlined in this RFP. The coverage shall be written with a limit not less than $1 million for any one claim, with an aggregate not less than $3 million for all claims in a policy period. The successful Proposer must provide a statement saying that such coverage shall be written exclusively to cover the Des Moines contract or as an alternative guarantee that the aggregate has not already been impaired by other claims if this policy covers other activities or services for other clients. Other forms of insurance which must be maintained during the entire term of the contract and any extensions shall be of the following forms and limits:

Forms	Limits
Workers' Compensation	Statutory
Automobile Liability	$1,000,000 Combined Single Limit
Commercial General Liability, (Including Contractual Liability & Products Completed Operations Coverage)	$1,000,000 Combined Single Limit
Umbrella/Excess Liability	$2,000,000

I. Award
Insurance Requirements

6.) The establishment of minimum limits of insurance by the Des Moines Public Schools does not reduce or limit the liability or responsibilities of the successful Proposer.

7.) **Indemnification:** To the fullest extent permitted by law, the successful Proposer agrees to defend, indemnify, and hold harmless the District against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including but not limited to attorneys' fees and court costs, that may be asserted or claimed against, recovered from or suffered by the District by reason of any injury or loss, including, but not limited to, personal injury, including bodily injury or death, property damage, including loss of use thereof, and economic damages arising out of or in any way connected or associated with any work and/or activities performed by the successful Proposer pursuant to the provisions of this Agreement for any act of negligence on behalf of the Proposer. The successful Proposer obligation to indemnify the District contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefit acts for their act of negligence. The District shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by the successful Proposer, its officers, employees, subcontractors, and others affiliated with the successful Proposer, arising out of or in any way connected or associated with any work performed by the Proposer pursuant to the provisions of this Agreement, except for and only to the extent caused by the negligence of the District. The successful Proposer expressly assumes full responsibility for any and all damages to the District property arising out of or in any way connected or associated with any work and/or activities performed by the successful Proposer pursuant to the provisions of this proposal including, but not limited to, the activities of the Proposer, its officers, employees, subcontractors, and others affiliated with the Proposer. The successful Proposer shall ensure that its activities on the District premises will be performed and supervised by adequately trained and qualified personnel and the Proposer will observe, and cause all agents affiliated with the Proposer to observe all applicable safety rules. The District will be held harmless against any and all claims regarding the unauthorized release of confidential information by the successful Proposer to the extent if such release was caused by any negligence on behalf of the District. Finally, the District shall be held harmless from all claims, damages, and costs, arising from infringement of patents or copyrights, to the extent that the District has not been negligent in this area.

8.) **Requirements**

a. Successful Proposer shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, this contract including but not limited to Equal Employment Opportunity Commission (EEOC), the Occupational Safety, Health Act (OSHA), and Title I and Title II of the Americans with Disabilities Act (ADA) regulation, Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPPA), Web Accessibility Guideline, (WCAG), Children's Internet Protection Act (CIPA), Children's Internet Protection Act (CIP A) Children's Online Privacy Protection Act (COPPA).

J. Award

8.) **Requirements**

No Proposer shall be excluded from consideration for award in conjunction with this solicitation on the basis of race, color, creed, national origination, handicap or sex or be subjected to discrimination under any contractual award administered by the District.

b. The Proposer shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation without prior written consent of the District.

c. All employees of the Proposer shall be considered to be, at all times, employees of the Proposer under its sole direction and not an employee or agent of the District. The successful Proposer shall supply competent and physically capable employees in a number that is consistent with the service requirements. Where required, employees shall be licensed and accredited. The District may require the successful Proposer to remove an employee it deems is not in the best interest of the District. In accordance with the District's policy regarding the use of tobacco and alcohol products and/or illegal drugs, no employee of the successful Proposer shall be permitted to use these substances when performing work on District property.

d. The successful Proposer shall certify that all employees employed in support of this contract who have direct contact with students, which is defined to mean being in the presence of students during regular school hours or during school-sponsored activities, have not been convicted of (i) a felony; (ii) any offense involving the sexual molestation, physical or sexual abuse or rape of a child; or (iii) a crime of moral turpitude. (See Attachment A)

e. The Proposer will be responsible for the cost of all the equipment, accessories, labor, and materials in order to the work as detailed in the System Requirements.

f. The names of all subcontractors known, or contemplated, shall be listed. The District may approve all subcontracts.

g. The successful Proposer must be willing to execute a Non-Disclosure agreement.

9.) **Payment**

a. To be eligible for payment, all labor, equipment and materials covered under successful Proposer invoice must be completed and accepted by the District. The District agrees to make payments under this contract within forty-five (45) days after receipt of a correct invoice for such payment. Where payment is made by mail, the date of postmark shall be deemed to be the date of payment.

b. Any amounts due the District under the terms of this or any other agreement may be applied against successful Proposer's invoices with documentation for the basis of the adjustment attached. In no event shall any interest penalty or late fee accrue when payment is delayed because of disagreement between the District and successful Proposal regarding the quantity, quality, time of delivery, or other noncompliance with the contract requirements for any product or service or the accuracy or correctness of any invoice.

I. Award

9.) **Payment**

Successful Proposal shall submit to the District all invoices promptly upon completion of the required services under this contract. Invoices shall not include any costs other than those identified in the executed District professional service agreement awarding this contract or any subsequent change orders issued by the Purchasing Department.

c. All other costs are the Proposer's responsibility, except to the extent such charges are identified in the executed District professional services agreement or change orders. Successful Proposer invoices shall provide at a minimum:

Type and description of the product or service installed, delivered and accepted; Quantity delivered; Charge for each item
Extended total (unit costs x quantity)
This RFP number and / or the District's Purchase Order number

d. Payment terms offering a "prompt payment discount" of 20 days or greater will be considered in the evaluation of proposals. All other payment terms shall be net forty-five (45) calendar days or greater.

e. Special Educational or Promotional Discounts: Successful Proposer shall extend any special educational or promotional sale prices or discounts immediately to the District during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

f. The District reserves the right to pay all invoices using a procurement card, or electronic funds transfer, Proposers should consider one of these forms of payment when submitting their response.

J. Termination or Cancellation

1.) In order to protect the vested interests, the District, and to ensure the efficient utilization of funds, the successful Proposer shall comply with all contractual obligations contained in the General Terms and Conditions, Special Conditions, The System Requirements and professional service agreement. With respect to these obligations, the District will report any non-compliance issues to the successful Proposal for corrective action. Continued non-compliance by the successful Proposal shall be the District's justification for placing the Proposer's contract on probation status or termination.

2.) In the event that the successful Proposer defaults on its contract or the contract is terminated for cause due to performance, the District reserves the right to re-procure the products or services from the next lowest Proposer or from other sources during the remaining term of the terminated/defaulted contract.

3.) In the case of termination, costs shall be prorated to the date of termination and the parties shall execute a settlement agreement to specify the terms. Failure to agree on a settlement may be subject to arbitration.

J. Termination or Cancellation

4.) With the mutual agreement of both the contractor and the District, upon receipt and acceptance of not less than thirty days' written notice, the contract may be terminated on an agreed date before the end of the contract without penalties to either party.

5.) Either party may terminate the contract because of the failure of the other party to carry out the provisions of the contract. In such case, the party terminating the contract shall give thirty days' notice of conditions endangering performance and if after notice the offending party fails to remedy the violation of the terms to the satisfaction of the other party, the contract may be terminated.

6.) In the event the filing of a Petition in Bankruptcy by or against the successful Proposer, the District shall have the right to terminate the contract by providing fifteen days' notice of its intentions to terminate.

7.) If funds anticipated for these products or services do not become available for any reason, the District shall have the right to terminate the contract without penalty by giving not less than 30 days' written notice documenting the lack of funding.

K. Severability

If for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

L. Bribery, Corruption and Gifts

Chapter 722 of the Code of Iowa provides that it is a felony to offer, promise or give anything of value or benefit to a person serving in a public capacity with intent to influence that employee's acts, opinions, judgment or exercise indiscretion with respect to the employee's duties. Section 68B.22 governs the solicitation and acceptance of gifts by public officials.

M. Disposition of Information Packages

The laws of Iowa require that at the conclusion of the selection process the contents of the information packages be placed in the public domain and be open for inspection by interested parties. The District will treat all information submitted by a Proposer as public information. The District's release of information is governed by Iowa Code chapter 22. Proposers are encouraged to familiarize themselves with chapter 22 before submitting a proposal submission. Proposers are advised that the District does not wish to receive confidential or proprietary information and Proposers are not to supply such information except when it is absolutely necessary. Identification of the entire proposal submission as confidential will be deemed non-responsive and disqualify the proposal submission. All proposal submissions become the property of the District and will not be returned to the Proposer. Proposers are encouraged to submit a redacted version of their submission if they wish to withhold information from the public.

M. Disposition of Information Packages

Proposer must list those areas of their submission which they are seeking exemptions from this statute below as well as the section in Iowa code that permits this protection. The District in its sole discretion will determine if this request complies with the Iowa code.

In the event that a Freedom of Information Act (FOIA) request is made upon the District for information which is marked confidential or redacted by the Proposer, the District will communicate immediately with the Proposer and allow them 15 working days to seek an injunction to stop the release of the requested information. The expense for such action shall be the responsibility of the Proposer, the District will not assume any cost for the release of information and will not be held responsible for the release of the information.

The sections listed below represents trade secrets or proprietary information exempt from release by Iowa Code Chapter 22:

Section	Page Number	Iowa Chapter 22 Exemption

**Please use a separate sheet if more exemptions are requested.*

All Proposals become the Property of the District and will not be returned to the Proposer, unless all Proposals are rejected or this request is cancelled.

N. Audit or Examination of Contract

Proposer agrees that any authorized auditor, the Office of Auditor of the State and where federal funds are involved, the Comptroller of the United States or a representative of the United States Government, shall have access to and a right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the Proposer relating to the orders, invoices, or payment of this contract.

O. Copyrights

By submitting a response, the Proposer agrees that the District may copy the submission for purposes of facilitating the evaluation of the submission or to respond to requests for public records. The Proposer consents to such copying by submitting a response and warrants that such copying will not violate the rights of any third party.

P. Release of Claims

By responding to this request, the Proposer agrees that it will not bring any claim or cause of action against the District based on any misunderstanding concerning the information provided herein or concerning the District's failure to provide the Proposer with pertinent information as intended by this request.

Q. District Property

Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Proposer hereunder or in contemplation hereof or developed by the Proposer for use hereunder shall remain property of the District, be kept confidential, be used only as expressly authorized, and returned at the Proposer's expense.

IV. SYSTEM REQUIREMENTS (Tab 1)

A. Objective

The District is seeking proposals for a provider-hosted Learning Management System (LMS). The desired system will be "a web-enabled relational database that links curriculum, instructional resources, assessment strategies, student data, and staff proficiencies in order to empower teachers to guide and manage student achievement more effectively by contextualizing the learning experience." It will be interactive; integrating data related to curriculum standards, instruction, assessment, and teacher proficiencies. The desired system will also serve as an extension of the Student Information System (SIS) for the district ensuring that information will be entered in one place and will be shared as needed throughout District's integrated data system. The desired system will support the school district's vision that links professional learning communities, standards-based instruction, and the professional growth system seamlessly and transparently in support of student achievement.

The District's vision is a comprehensive and integrated solution that provides tools and resources to district level and school building level personnel and teachers to manage the teaching and learning process including on-line delivery of assessments with real-time analysis tools and reporting. The solution shall enable the flow of information regarding student achievement, student performance, teaching goals, and suggested instructional resources. Adequate security of the data is required and safeguards protecting individual student and teacher data are imperative. The LMS solution must support the mandatory requirements:

- **Standard, Curriculum, and Resources**
  The ability to manage multiple sets of criteria (content, process skills, proficiencies, etc.) in a variety of means, terminology, and structure, which will lead to the development of a blended learning system of technology and face to face instruction, utilizing technology to form the base of a personalized student learning experience.
- **Instructional Design and Practice**
  The ability to search for and select instructional materials from internal or external libraries for use in lesson plans, and to provide a mechanism for both finding and assigning instructional interventions and extensions to students based on their assessed needs.
- **Assessment and Growth**
  The capacity to assist instructional staff to create, align, deliver, and manage various levels and types of assessment items and strategies.
- **Staff Proficiencies and Staff Development**
  The capacity to employ a proficiency-based approach to human resource management, assessment, accountability, and staff development.
- **Learner Profile and Artifacts**
  The capability for easy access to student demographic data, assessment results, or other useful information when planning appropriate instruction for the student.

A. Objective

The LMS solution must also satisfy the following requirements:

- Data Analysis and Reporting
- Documentation / Retention, Training, and Support
- Data and Systems Integration
- IT Platform, Security, and Access

The proposed LMS solution will need to interface with other DMPS and district systems that will share data with the LMS. While DMPS is interested in the best toolset and application to support the LMS, the proposed solution will only be as good as the content contained therein. To that end, the District is interested in learning more about the availability of content libraries to augment the District's intent to develop, and release educational content utilized by the system to complete the catalog of instructional materials.

B. Background

The District is located in Des Moines, Iowa, the capital city of the state and employs approximately 5,000 teachers and staff. The District has over seventy-three sites, which include K-12 education, special education, operations and administration offices. It educates approximately 32,000 students annually and has provided education services for the past 100 years. In order to maximize the use of funds and efficiently use data to improve the educational experience of students the District is seeking proposals for a learning management system.

C. District Demographics

The DMPS operates 73 sites, which includes thirty-eight (38) elementary schools, ten (10) middle schools, five (5) high schools, and ten (10) special Schools/Programs, as well as, various administrative and operational sites. Below please see the table detailing the student and staff demographic. DMPS is governed by a seven-member board of directors that are elected to four year terms.

Students			**Staff**	
Type	**Schools**	**Students**	**Type**	**Staff**
Elementary schools	38	15,360	Teachers preK-5	1,222
Middle schools	10	6,694	Teachers 6-8	429
High schools	5	8,950	Teachers 9-12 Instructional Assistants	543
Special Schools/Programs	10	1,578	(ESE) Staff and Paras	1,076
			School-based administrators	87
			All other staff district-wide	1,606
School Enrollment Total:	**63**	**32,582**	**Staff Total:**	**4,963**

D. Current Management Systems

The District does not currently have a complete, integrated LMS but has automated many of the business and student information processes through a number of information systems, most of which are server-based. Many of the administrative systems listed above have been in place for several years. As new systems have been added, integration has not been a requirement. As a result, most systems operate in silos, requiring redundant points of data entry and lack of interoperability. These systems include the following:

1.) Instructional Systems:

- Infinite Campus Student Information System (SIS) - Delivers tests through the gradebook module. If delivered online, Infinite Campus's Gradebook can score multiple choice and short answer questions (string comparison), while essay questions can be graded by the teacher. Alternatively, Infinite Campus has the ability to house a test item bank and deliver assessment. Items can be imported from another system or can be developed within Infinite Campus. These can be used for benchmark assessment or for teacher-made tests.
- Gradebook – The school district is using the Gradebook from Infinite Campus. The LMS modules must be able to interface as appropriate with the Infinite Campus gradebook.
- Iowa IDEA (State IEP system)
- Follett Destiny - Is the Library Management system that is used throughout DMPS. Data is exported from Infinite Campus Student and used to populate this system. There is no real-time access between this system and Infinite Campus. This system will continue to be used with the new LMS
- Tableau (data analysis)
- LSI Tracker- Marzano Instructional Framework, Staff Leadership Tracking tied to student achievement / assessment.
- Student Assessment, Reporting and Evaluation - At this time, DMPS students take the Iowa Assessments in grades 3 through 11. Scores are reported to the state as their annual statewide assessment. This is a paper-based, bubble-sheet, assessment with scannable answer sheets. Local Iowa districts are required to annually administer district-wide assessments in reading, math, and science that complement the state tests. In addition, DMPS administers the following assessments throughout the year:
  - FAST literacy formative assessments are used for early childhood state mandated screening
  - MAP-NWEA for growth in reading and mathematics.
  - ELPA21-Annual English language proficiency assessment for English learners
- Naviance is used district wide to track credits and provide guidance with college and career readiness.
- Revision Assistant / TurnitIn
- Achieve 3000
- Lexia
- ALEK

D. Current Management Systems

2.) <u>Operations Systems:</u>

- Sungard IFAS – (ERP) The district also uses SunGard IFAS modules for Finance and Human Resource. The new learning management system must be able to interface with the existing SunGard modules where the two systems share information about teacher/staff certification, professional development and cost reporting.
- AppliTrack (online applications)
- Subfinder (substitute tracking and placement)
- Battelle for Kids
- iObserve
- NovaTime
- Heartland MCS (Child Nutrition Services)
- Edulog (transportation)
- Achieve 3000 (assessment)
- SchoolDude
- Solar Winds

E. Current Technology Environment

Technology and information-related services for the school district are carried out by the Technology Operations department, which provides support for the back-end business applications, web, email, custom programming and software support. Office of Technology also provides support for the media centers, classroom software application support, desktop support, help desk, network infrastructure, and servers/data center.

- The Data Center is located at the Prospect Support Faculty at 1915 Prospect Road, Des Moines, Iowa. It includes sophisticated and redundant power systems, precision cooling, fire suppression, and other systems commonly associated with modern data centers.
- The District has leveraged dark fiber, available through the city, to provide wide area network (WAN) connectivity. Des Moines has provided initial deployment of the city-provided fiber, in combination with Mediacom fiber where needed, to provide a high-performance WAN.
- The District has invested heavily in the deployment of Wi-Fi throughout all facilities using the 11AC wireless standards. The Wi-Fi functions consistently and reliably. The district uses Aruba as its provider.

  The local area networks are based on standard structured cabling, compliant with TIA TR-42 specifications. Most of the local area-switching network provides GigE to the desktop. All Wireless networks are provided power via Power over Ethernet (POE) supplied directly by switches. All IDF closets are serviced via a minimum of 10Gig backbone. All High Schools have a 20Gig backbone.
- The district supports DMPS -TV; distributed in cooperation with Mediacom via channels 12.1 and 85.
- The DMPS -TV staff has done a great job in video production and distribution of content via traditional feed and distribution of content back to the Mediacom head-end. DMPS -TV provides programming 24 hours per day on a loop, and provides live broadcast of events such as District school board meetings and special events. Individual schools and facilities can view the live feed of channel 12.1 and 85 via the Mediacom cable service installed in each school or facility.

E. Current Technology Environment

- The district maintains two connection points to the Internet Service Provider (ISP). The service is supplied via the ISP network and via the same fiber ring. Each access point is providing 2 Gbps of Internet access capacity. The district is linked to the ISP using Border Gateway Protocol (BGP) with AS 5056 by Aureion assigned 192.171.222.0/24 and 192.171.223.0/24 to the District via space assigned to Aureion, Inc. Load balancing of network access is manually performed by District staff.
- The District recently installed the VoIP solution, based on Siemens technology. The Public Network services are provided via six PRI trunk lines.
- The deployment of Clear Pass provides on-the-move encryption of traffic over the wireless network.
- The Technology Department provides service and support to over 73 buildings comprised of 38 elementary schools, 10 middle schools, 5 comprehensive high schools, Central Campus, Administration, Operations and other alternative sites. This service and support includes 30,000 computers, 110 servers, both physical and virtual, 5000 iPads, network and local printers, various audiovisual equipment, and specialized peripherals.
- We have installed over 2100 Epson Interactive Projectors
- We implemented Managed Print System district-wide.
- District and site administrators are given at least one district-provided computing device. Many have two; one is a stationary desktop and the second a mobile device, either a laptop or tablet. The District's teachers are provided with a laptop that can be taken home for professional use.
- Most district and site administrative computers are running Windows 10 OS and have Microsoft Office installed. Administrators also have a web-browser and access to SharePoint, MS365 with OneDrive, and Infinite Campus. The district refresh cycle for administrative technology is approximately every four years.
- Browsers supported need to be the current default browser of the operating systems.
- The school district currently supports Internet Explorer, Edge, Chrome, Safari, and Firefox.
- Beginning in the 2017/2018 schools year all students will have access to a computer/laptop.

F. General Requirements

The main general requirement of the new system is its flexibility to meet current and future needs of the school district for the near future (ten years minimum). Proposals submitted must:

- Meet the standards as detailed in Appendix A provided.
- Interface with the District's SIS and ERP systems.
- Provide the necessary training and staff development to administrators, faculty, and staff to ensure the effective use of the new system.
- Provide an effective communication and promotional campaign for both internal and external shareholders, as directed by the District.
- Provide timely user and technical support.

F. General Requirements

- Demonstrate an optimum balance between purchase price and life cycle costs associated with maintenance, support, and training.
- Demonstrate ease of use, by incorporating an interface (including graphics, speech, animation, and video as they evolve); which allows users to solve problems by themselves.
- Demonstrate system reliability by incorporating features that prevent system failure as well as backup / restore protocols to avoid the loss of system functionality and availability.
- Address how software upgrades are processed with little to no down time.
- Be scalable and able to process concurrent user transactions within acceptable industry response times for similar types of transactions.
  - Under normal workload conditions, including peak periods where most District offices and schools are performing similar functions within the same short time period (such as attendance accounting, student data inquiries, and grade reporting and printing). The system will be deemed satisfactory and acceptable if the following minimum response time criteria have been met:
    - Unique transactions that the system is capable of performing must exhibit 5-second or less response time with a T1 data connection. The system itself (using the proposed system recommended database platform, web server, and hardware) should be able to generate a basic web page within 1 to 3 seconds, given the specified load.
    - A database query could take up to five (5) seconds. The proposer will be expected to guarantee performance of their solution.
    - The field to field on-screen data entry response time will be less than 0.5 seconds.
- Specific exceptions will be made for complex functions such as generating a complex search. Any other conditions or exceptions to the metrics stated must be identified by the Proposer in the Proposal
- Demonstrate the capability to produce a wide variety of report types including summary, detail, forms, drill down, as well as allowing for fast and easy report creation using report wizards that easily integrate with Microsoft Office products and other third party applications, such as Microsoft SQL Server Reporting Services (SSRS). The District's standard is Microsoft Office 2010, 2013, 2016.

G. Mandatory Learning Management System Requirements

Proposers must provide a detailed explanation of how their submission will effectively address each of the general, mandatory and technical requirements as stated in this solicitation. The Proposers are asked to record a response in the requested field of the accompanying workbook for each of the areas listed below. In the corresponding field for each response is an area which allows the Proposer to expand upon their response. Proposers are asked to be as detailed as possible and if necessary provide supporting documentation for those areas that they feel need to be fully expanded with additional pages of information.

- Standard, Curriculum, and Resources – Appendix A (Tab One)
- Instructional Design and Practice - Appendix A (Tab Two)
- Assessment and Growth - Appendix A (Tab Three)
- Staff Proficiencies and Staff Development - Appendix A (Tab Four)

G. Mandatory Learning Management System Requirements

- Learner Profile and Artifacts - Appendix A (Tab Five)
- Data Analysis and Reporting - Appendix A (Tab Six)
- Documentation / Retention, Training, and Support - Appendix A (Tab Seven)
- Data and Systems Integration - Appendix A (Tab Eight)
- IT Platform, Security, and Access - Appendix A (Tab Nine)

Note: Proposers are required to complete all nine tabs of Appendix A and submit an electronic copy of this document as well as a hard copy of all tabs with their proposal.

V. COMPANY QUALIFICATIONS – (Tab 2)

Contractor Information

Please complete these sections below indicate the structure of your organization, its ability to conduct business in the State of Iowa, as well as provide the financial and insurance information requested.

General Information	
RFP Contact:	
Title:	
Organization's Name:	
Address:	
City, State, Zip:	
Phone:	
Fax:	
E-mail:	
Years in business:	
Years under present name:	
Former names of org.:	
Legal Structure: *(Corp., LLC, Individual, Partnership, etc.)*	
Corporation / LLC	
Date of incorporation:	
State of incorporation:	
President's Name:	
Vice President's Name:	
Secretary's Name:	
Treasurer's Name:	
Individual / Partnerships:	
Date of organization:	
Name of all individuals / partners:	
List the state in which partnership was formed or incorporated	
Qualified to do business in Iowa:	
Record your Iowa Registration #:	
Number of employees:	
List the names of all sub-contractors:	
Name of your accounting firm:	
Federal Tax Identification Number:	

Experience	
Number of years in business:	
Number of years providing the requested service:	
Number of technical and service staff available to support installation, training, documentation, and maintenance efforts:	
Number of technical staff devoted to new product development and/or enhancements to current Learning Management System products:	
Indicate the number of school district customers the Proposer has in Iowa:	
Indicate the number of school district customers in other states with student population of 32,000 or greater.	
Financial	
List your D&B #:	
List three financial references:	
Reference One:	
Reference Two:	
Reference Three:	
List the name, address, city/state, phone number of your insurance provider:	
During the last five (5) years, have any irregularities been discovered in any of the accounts maintained by the Proposer on behalf of others:	

Terminations, Litigations, Debarment	
During the last five (5) years, has the Vendor had a contract for services terminated for any reason? If so, provide full details related to the termination:	
During the last five (5) years, describe any damages or penalties of anything of value traded or given up by the Vendor under any of its existing or past contracts as it relates to services performed that are similar to the services outlined in this RFP and the resulting contract:	
During the last five (5) years, describe any order, judgment or decree of any Federal, State, City or local public authority barring, suspending or otherwise limiting the right of the Proposer to engage in any business, practice or activity:	
During the last five (5) years, list and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of the Proposer to perform the required services, this includes owners, officers, or primary partners:	
In addition to completing this form, the District requests all Proposers include a summary of their prior experience developing and successfully implementing Learning Management Systems for districts with the same complexities and demographics as the DMPS. The summary should include the experience of the staff, project management, and administration (qualifications, educational background, certifications, etc.) who will be assigned to this project.	

The District may investigate a Proposer's ability to perform the work. The District may ask for additional information about a company and its work on previous contracts. Please be aware that the District may use sources of information not supplied by the Proposer concerning the abilities to perform this work. Such sources may include, for instance, current or past customers of the organization; current or past suppliers; articles from communications and related publications; articles from other published sources such as industry newsletters or from non- published sources made available to the District.

VI. REFERENCES – (Tab 3)

The District is requesting the Proposer demonstrate its experience with school districts comparable in size and complexities to District. Proposers must submit a minimum of three (3) school district references for the proposed system with the current software release fully implemented. Please do not provide references for school districts using a product other than the one you are proposing. The referenced customer/project will be considered comparable if they contain the following minimum attributes:

- School district with a recent version of the proposed software installed and fully operational and supported
- Enrollment of 32,000 or more students.
- Demographics similar to or as close as possible to the District

Please complete this form for each individual reference you are submitting with your proposal

Customer Name: *(Employee most familiar with the project)*	
Address:	
City / State / Zip:	
Contact Name:	
Contact Title:	
Telephone:	
E-mail Address:	
Time period from project initiation to final completion:	
List of products installed and operational:	
Number of school sites:	
Number of student users:	
Number of teacher users:	
Estimated number of employees at the referred district:	

VII. EXCEPTIONS – (Tab 4)

List and detail any / all exceptions with the System Requirements as presented or omissions you feel need to be addressed.

- ☐ **We have no exceptions to this RFP**
- ☐ **We have the following exceptions to this RFP**

RFP Section	Page	Exception

VIII. FORM OF PROPOSAL – (Tab 5)

Based upon the System Requirements as well as the attachments and exhibits, please indicate your costs to perform the required work by completing Appendix B provided.

Company Name: _____

Street Address _____

City / State/ Zip _____

Contact Phone Number _____

Contact Fax Number _____

Contact Email Address _____

Authorized Representative Signature _____

Representative Name (print) _____

THIS FORM AND EACH ADDITIONAL FORM OF PROPOSAL, IF ANY, MUST BE SIGNED. BY SIGNING THIS DOCUMENT, THE PROPOSER UNDERSTANDS AND AGREES TO COMPLY WITH ALL PROVISIONS AND REQUIREMENTS AS DETAIL IN THIS REQUEST FOR PROPOSAL, UNLESS NOTED IN THE EXCEPTIONS TAB. THEY AGREE TO PROVIDE ALL WORK AS DEFINED IN THE SYSTEM REQUIREMETNS AND THE TERMS AND CONDITIONS AS SPECIFIED IN THIS DOCUMENT. PROPOSER AGREES TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS. THE PROPOSER ASSURES TO THE BEST OF THEIR ABILIITY THAT ALL INFORMATION SUBMITTED IS ACCURATE AND WAS SUBMITTED WITHOUT COLLUSION WITH ANOTHER PARTY. BY SIGNING THIS PROPOSAL THE SIGNATORY CERTIFIES LEGAL AUTHORITY TO BIND THE PROPOSING ENTITY TO THE PROVISIONS OF THIS PROPOSAL AND ANY CONTRACT AWARD PURSUANT TO IT. BY SIGNING THIS DOCUMENT, THE PROPOSER DECLARES THERE ARE NO CONFLICTS OF INTEREST BETWEEN THE PROPOSER AND THE DISTRICT. FURTHERMORE THE PROPOSER CERTIFIES THAT NEITHER THEY NOR THEIR SUBCONTRACTOR(S) HAVE EVER BEEN DISBARRED BY ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL AGENCY. THE PROPOSER UNDERSTANDS & ACCEPTS THEIR PROPOSAL CAN NOT BE WITHDRAWN OR MODIFIED FOR A PERIOD OF SIXTY DAYS AFTER THEIR SUBMISSIONS FOR CONSIDERATION. THE PROPOSER ACKNOWLEDGES THEY HAVE A CLEAR UNDERSTANDING OF THE SYSTEM REQUIREMENTS. BY SIGNING THIS DOCUMENT, THE PROPOSER AUTHORIZES THE DISTRICT TO OBTAIN INFORMATION REGARDING THEIR PERFORMANCE ON OTHER CONTRACTS, AGREEMENTS OR OTHER BUSINESS ARRANGEMENTS, THEIR BUSINESS REPUTATION, AND ANY OTHER MATTER PERTINENT TO THE EVALUATION AND SELECTION OF THEIR PROPOSAL. THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT BY STATUTORY CODE ALL REQUESTS FOR BID AND PROPOSAL SHALL CONTAIN A PARAGRAPH THAT STATES:"BY VIRTUE OF STATUTORY AUTHORITY, A PREFERNCE WILL BE GIVEN TO PRODUCT AND PROVISIONS GROWN AND COAL PRODUCED WITHIN THE STATE OF IOWA. FINALLY, BY SIGNING THIS FORM OF PROPOSER THE RESPONDENT UNDERSTANDS, ACCEPTS AND AGREES TO ALL OF THE REQUIREMENTS OF ANY SUPPORTING EXHIBITS, ATTACHEMENTS OR REFERENCED LINKS.

Note: Proposers are required to complete all six tabs of Appendix B and submit an electronic copy of this document as well as a hard copy of all tabs with their proposal.

IX. ATTACHMENTS

Attachment A

Acknowledgment & Certification

Proposer is providing Work to the Des Moines Independent Community School District ("District") as a contractor, vendor, supplier, provider or sub-provider and/or is operating or managing the operations of a contractor, vendor, supplier or provider. The Work provided by the Proposer may involve the presence of the Proposer's employees upon the real property of the District.

The Proposer acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the District. The Proposer further acknowledges that, pursuant to Iowa law, a sex offender who has been convicted of a sex offense against a minor shall not operate, manage, be employed by, or act as a contractor or volunteer at the District. The Proposer hereby certifies that no one who is an owner, operator or manager of the Proposer has been convicted of a sex offense against a minor. The Proposer further certifies and agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any Work to the District in accordance with the prohibitions set forth above. The Proposer further certifies that the Proposer has completed a satisfactory background check on the Proposer's employees. The Proposer hereby agrees to provide the District with the Proposer's background screening procedures including specific context and infractions that are reviewed by the Proposer. The District reserves the right to, but does not have the obligation to, conduct a District background check on Proposer employees as determined by the District in its sole discretion. The District reserves the right to restrict access of any Proposer employee upon the real property of the District if such employee does not clear the District's background check. The District reserves the right, but does not have the obligation to, to audit the Proposer's background screening program at any time, whether announced or unannounced. The Proposer hereby agrees that the Proposer shall, upon request, permit an authorized District representative to review background screening records, including those of individual Proposer employees, in order to conduct a compliance review, audit or investigation, to the fullest extent permitted by law.

The Proposer shall ensure that the provisions of this Acknowledgement and Certification are extended to any and all subcontractors, consultants, or others the Proposer may engage if such engagement involves their presence upon the real property of the District. The Proposer understands and agrees that violation of any of the provisions of this Acknowledgement and Certification shall constitute sufficient grounds for termination of any contract or subcontract without damages or penalty to the District.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect. In signing this request for proposal, the person signing on behalf of the Proposer hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Proposer, but has signed it knowingly and voluntarily.

Attachment B
Endorsements

ADDITIONAL INSURED ENDORSEMENT

Des Moines Public Schools, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.

GOVERNMENTAL IMMUNITIES ENDORSEMENT

Non-waiver of Governmental Immunity: The insurance carrier expressly agrees and states that the purchase of this policy and the including of the District as an Additional Insured does not waive any of the defenses of governmental immunity available to the District under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

Claims Coverage: The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

Assertion of Government Immunity: The District shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.

Non-Denial of Coverage: The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the District under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the District.

No Other Change in Policy: The insurance carrier and the District agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION AND NONRENEWAL ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, ten (10) days Written Notification of Cancellation due to non-payment of premium and forty-five (45) days Advance Written Notification of Non-Renewal shall be sent to: Des Moines Public Schools, Human Resources c/o Cathy McKay, Risk Manager, 2323 Grand Ave, Des Moines, Iowa 50317. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

WAIVER OF SUBROGATION

To the fullest extent permitted by law, the Awardee hereby releases the District, its elected and appointed officials, its agents, employees and volunteers and others working on its behalf from and against any and all liability or responsibility to the Awardee or anyone claiming through or under the Awardee by way of subrogation or otherwise, for any loss without regard to the fault of the District or the type of loss involved, including loss due to occupational injury. This provision shall be applicable and in full for and effect only with respect to loss or damage occurring during the time of the contract. The Awardee's policies of insurance shall contain a clause or endorsement to the effect that such releases shall not adversely affect or impair such policies or prejudice the right of the Awardee to recover there under.

Exhibit A
Interoperability Standard

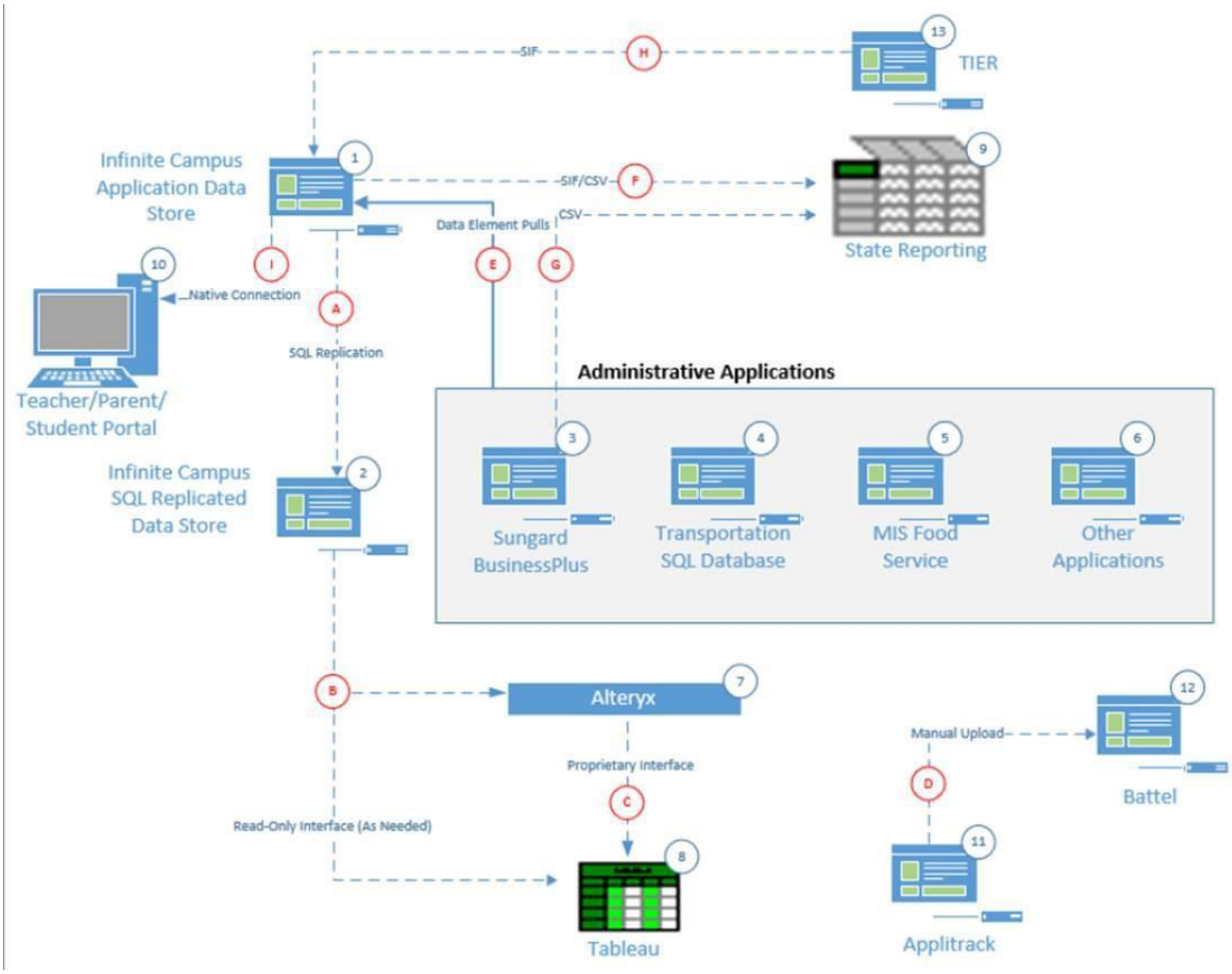
Component Summary

Key	Title	Description
1	Infinite Campus Application Data Store	Database which holds all student information for district. As mentioned earlier this is not really an Operational Data Store but really an Application Data Store designed to serve Infinite Campus' functions.
2	Infinite Campus SQL Replicated Data Store	Database which holds student information related to district reporting. It is a replica of the IC Application Data Store.
3	SunGard Business Plus	Enterprise Resource Planning Software for managing district financial and employee information.
4	Transportation SQL Database	Database which holds bus route related information for the district.
5	MIS	Application to manage the food service sin the district.
6	Other Applications	A wide variety of applications used throughout the district.
7	Alteryx	Data blending and transformation software used prior to visual analysis by Tableau
8	Tableau	Business Intelligence and data visualization software.
9	State Reporting	State reporting application that accepts SIF and/or CSV data from Infinite Campus.
10	IC Student/Parent Portal	Portal for Students and Parents to access Infinite Campus resources.
11	AppliTrack	Application for tracking applications in the district
12	Battel	Human resources management software for improving HR process effectiveness.
13	TIER	RTI Application fed from IC

Connection Summary

Key	Type	Description
A	SQL Replication	Maintaining consistency between database objects by copying and distributing all tables and elements as well as synchronizing.
B	SQL Read-Only	Alteryx and Tableau read the desired data from the data structure and use that to populate the report. Data is not persisted.
C	Proprietary Interface	Alteryx and Tableau have a proprietary connection between their systems which allows for easy integration of data between the two.
D	Manual Upload	Manual Process of moving data into Battel.
E	Data Elements Pulls	Individual Data Elements are pulled from Administrative Apps to populate selected fields in the IC application.
F	SIF/CSV	State reporting from Infinite Campus. Can accept SIF or CSV. In current state – most often CSV.
G	CSV	Connection from Business Plus directly to State Reporting via Manual CSV upload
H	SIF	SIF interface to TIER system from IC.
I	Native Connection	Infinite Campus native connection to IC's own Teacher/Student Portal

DRAFT


SIF
H
13
TIER
Infinite Campus
Application Data
Store
1
SIF/CSV
F
9
CSV
State Reporting
Data Element Pulls
I
E
G
10
Native Connection
A
SQL Replication
Teacher/Parent/
Student Portal
Administrative Applications
Infinite Campus
SQL Replicated
Data Store
2
3
4
5
6
Sungard
BusinessPlus
Transportation
SQL Database
MIS Food
Service
Other
Applications
B
Alteryx
7
Proprietary Interface
C
Read-Only Interface (As Needed)
8
Tableau
Manual Upload
12
D
Battel
11
Applitrack