

**REQUEST FOR PROPOSALS
CONTROLLED CHOICE STUDENT ASSIGNMENT PLAN**

**Champaign Community Unit School District No. 4
703 South New Street, Champaign, Illinois 61820**

Introduction

The Board of Education of Champaign Community Unit School District No. 4, Champaign County, Illinois (the “School District”), is requesting Consultants to propose services in support of the School District’s Controlled Choice Student Assignment Plan (the “Choice Plan”), focusing on the development and licensing of software to implement and manage the Choice Plan.

The Choice Plan is a student assignment policy which has been in effect since the 1998-1999 school year. In its current form, the parents of all newly enrolling kindergarten students are given the opportunity to choose the elementary schools that they prefer their child attend subject to available seats and the Choice Plan’s socio-economic fairness guidelines and race-neutral assignment priorities. To implement and maintain these programs, a sophisticated software program is required. The successful Consultant must create, implement, and monitor the program, work closely with the School District administration and train School District employees in the components and use of the software program. The results of the Choice Plan must comply with State and federal law. Consultants that submit proposals should have access to resources that would allow them to become familiar with laws and case law related to student placement programs, including the recent United States Supreme Court case, *Parents Involved in Community Schools v. Seattle School District*, 551 U.S. 701 (2007).

Date issued: July 22, 2013

The School District will host a mandatory meeting for all interested vendors on August 12, 2013 at 1:30 p.m. in the Board Room of the Mellon Administrative Center to describe the Choice Plan in further detail and answer further questions.

Proposed Project Calendar

Issuance of RFP	July 22, 2013
Submission of Proposals and Opening	August 20, 2013
Selection of Consultant	September 9, 2013

Upon selection of the Consultant by the School District, the School District will approve an agreement in substantially the same form of the Professional Services Agreement attached as Exhibit A to this proposal. By submitting a proposal, the consultant agrees to enter into an agreement with the School District in substantially the same form of the Agreement attached as Exhibit A.

Please provide three copies. All proposals shall be sealed and received in the following office no later than **11:00 A.M. on August 20, 2013:**

Mr. Matthew Foster
Executive Director of Business Services
Champaign Community Unit School District No. 4
703 South New Street
Champaign, Illinois 61820

I. Minimum Requirements for Proposal

A. Consultant understands and acknowledges that it will provide the following services for the School District related to the Choice Plan:

- Consultations with School District staff and administrators on the implementation and technical assistance requirements of the Choice Plan.
- Training and technical assistance in support of the implementation of the School District's Kindergarten controlled choice assignments for all of the School District's elementary schools including the Magnet school assignments.
- Training and technical assistance in support of the implementation of the School District's Grade 6 Middle Schools cluster and controlled choice assignments.
- Training and technical assistance in support of the implementation of the School District's Next-School-Year controlled choice transfer assignments.
- Training and technical assistance in support of the preparation, validation and production of post-Controlled Choice assignment "wait-lists."
- Programming, testing, activation, training, maintenance and support of the on-line parent application software module and the administrator's application software manager module for the Kindergarten, Grade 6 and Next-School-Year Controlled Choice assignments.
- Training and technical assistance in support of the real-time monitoring of the Controlled Choice application and assignment data and the preparation and production of required reports.
- Training and technical assistance in support of an on-line application process.
- Training and technical assistance as needed in support of any authorized modifications and adjustments to the Choice Plan.
- Training and technical assistance as requested for services that go beyond the scope of the basic services.
- Grant the School District, at the School District's election, an exclusive perpetual license to install and use the Choice Plan software.

- Assisting the School District with the development of federal or foundation grant opportunities that would facilitate the implementation of the Choice Plan and the preparation and production of specialized reports.
- B. Consultant should provide examples that demonstrate successful implementation of software programming implementation for other entities.
- C. If a proposal includes any proprietary data or information that the respondent does not want disclosed to the public, such data or information must be specifically identified as such on every page where it is found. Consultant should be aware that the School District is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* and cannot guarantee that any document provided by the Consultant will be considered exempt from public disclosure under such Act.
- D. By submitting a proposal, each Consultant agrees to furnish and maintain, at its own expense, insurance in the amounts provided in the Agreement attached as Exhibit A.
- E. By submitting a proposal, each Consultant agrees to release, indemnify and hold harmless the School District in accordance with the indemnification provisions provided in the Agreement attached as Exhibit A.
- F. The School District is exempt from federal excise and state sales taxes and such taxes shall not be included in the proposal.

II. Proposal Format

The Proposal must be submitted in the three section format outlined in this section. Each proposal will be reviewed to determine if it is complete prior to actual evaluation. The School District reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially unresponsive to the requests for information contained herein.

At a minimum, each submitted proposal **MUST** contain the following information:

A. EXPERIENCE AND QUALIFICATIONS

Section A should contain the following information:

1. An Executive Overview, including the Consultant's experience with software programs comparable to those which would be necessary to implement the School District's Choice Plan.
2. Resumes of all key project personnel, including projects they have participated in throughout their career.
3. A description of how the Consultant would manage the project.

4. An annual report for the Consultant.

B. SCOPE OF WORK DESCRIPTION

Section B should contain the following information about the Consultant's approach to meeting the School District's Choice Plan goals:

1. A list and explanation of specific innovative solutions.
2. A preliminary schedule indicating how the necessary software programming will be complete for the assignment of students for the 2014-2015 school year.

C. PROJECT COST

Section C of the proposal should contain information about the financial terms of the proposed transaction, which should include the Consultant's hourly costs for each employee that will be assigned to the project and the estimated number of hours the Consultant intends on dedicating to the project for the assignment of students for the 2014-2015 school year.

III. Evaluation Criteria

The School District reserves the right to reject any and all proposals and/or waive any informality, irregularity or defect in any or all proposals and to accept that proposal which in its opinion is in the best interest of the School District. Any such decision will be final.

All proposals shall be deemed final, conclusive and irrevocable. Once opened, no proposal shall be subject to correction or amendment for any error or miscalculation, unless approved by the School District in its sole discretion. No proposal shall be withdrawn without the consent of the School District after the date and time established for their receipt. All proposals shall be valid for a minimum of 60 days after the date established for their receipt. Consultants must satisfy themselves, upon examination of these requirements, as to the intent of these requirements. After the submission of the proposal, no complaint or claim that there was any misunderstanding in regard to the proposal will be entertained from any Consultant.

By submitting a proposal and signing below, each Consultant agrees to be subject to the terms of this request for proposal and further agrees to execute and be subject to the terms of the agreement attached to this proposal as Exhibit A.

Consultant

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between the Board of Education of Champaign Community Unit School District No. 4, Champaign County, Illinois (the "School District"), and _____ (the "Consultant").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

SECTION 1. CONSULTANT.

A. **Engagement of Consultant.** The School District desires to engage the Consultant to perform and to provide all necessary professional consulting services for implementation of the School District's Controlled Choice Student Assignment Plan (the "Services") as set forth in the proposal (the "Proposal") attached as Exhibit 1 to this Agreement. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement and the School District's request for proposal previously issued by the School District and attached and incorporated into this Agreement as Exhibit 2.

B. **Representations of Consultant.** The Consultant represents that it is sufficiently experienced and competent to perform the Services in a manner consistent with the standards of professional practice by recognized consultants providing services of a similar nature.

C. **Term; Termination; Final Review.** The Agreement shall commence upon the Effective Date as set forth in Section 5.O below and shall terminate on August 15, 2014. The Agreement shall be automatically renewed from school year to school year on each successive July 1. This Agreement shall not automatically renew if the non-renewing party provides the other party with written notice of its intention not to renew the Agreement 180 days prior to the automatic renewal date. Notwithstanding any other provision hereof, the School District may terminate this Agreement at any time upon 30 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed.

D. **Agreement Amount.** The School District shall pay the Consultant the amount set forth in the Proposal. The Consultant shall provide written receipts to the Superintendent for all reimbursable costs. Payment is due within thirty days after receipt of each monthly invoice.

E. **Claim In Addition To Agreement Amount.** If the Consultant desires to make a claim for additional compensation as a result of action taken by the School District, the Consultant shall provide written notice to the School District of such claim within 15 days after occurrence of such action as provided by Section 5.H, Notice, of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Section. Any

changes in the agreement amount shall be valid only upon written amendment pursuant to Section 5.C, Amendment, of this Agreement. Regardless of the decision of the School District relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement as determined by the School District without interruption.

F. **Taxes, Benefits, and Royalties.** Each payment by the School District to the Consultant includes all applicable federal, state, and municipal taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties, and fees arising from the use of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by the Consultant.

G. **Time of Performance.** The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement by the School District, as provided in Section 1.C.

H. **Changes to Scope of Work; On-Going Review.** The School District may, in writing, require changes to the Services to be performed by the Consultant hereunder. Any changes to the scope of the Services to be performed hereunder shall require the prior written agreement of the parties, which agreement shall expressly provide for any adjustment to the fees to be paid hereunder that are attributable to such change in scope. The parties shall, from time to time (but not less often than monthly), review the status of the Services contemplated by this Agreement, and make such modifications, if any, as they shall mutually determine and agree.

SECTION 2. CONFIDENTIAL INFORMATION.

A. **Confidential Information.** The term "Confidential Information" shall mean information in the possession or under the control of the School District relating to the educational, employee, student record, technical, business, or corporate affairs of the School District; School District property; user information, including, without limitation, any information pertaining to usage of the School District's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement.

B. **No Disclosure of Confidential Information by the Consultant.** The Consultant acknowledges that it shall, in performing the Services for the School District under this

Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the School District. The Consultant may disclose Confidential Information if consented to in writing by the School District, or if required pursuant to any judicial or administrative proceeding, but only after providing written notice to the School District of such potential release and providing the School District with a reasonable opportunity to contest such release.

C. **Return of Confidential Information and School District Property.** Upon the termination of this Agreement, the Consultant shall return all Confidential Information and other property, documentation, or records belonging to the School District to the Superintendent.

D. **Student Records; Confidentiality.** The Consultant shall comply with all applicable provisions of federal and State laws and regulations, including without limitation the Illinois School Student Records Act and the Family Educational Rights and Privacy Act (FERPA) in their current and amended forms and all corresponding regulations. All records shall be the sole property of the School District and shall be maintained in accordance with all applicable State and federal laws and regulations.

E. **Compliance with the Illinois Freedom of Information Act.** Records in the possession of the Consultant or deliverables received by the School District related to this Agreement and the Controlled Choice Student Assignment Plan may be subject to the Illinois Freedom of Information Act (“FOIA”), 5 ILCS 140/5-1 et seq.; 5 ILCS 140/7(2). The Consultant shall immediately provide the School District with any such records requested by the School District in order to timely respond to any FOIA request received by the School District. The School District will review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released. If the Consultant refuses to provide a record that is the subject of a FOIA request to the School District and the Attorney General or a court of competent jurisdiction subsequently requires the release of the record or penalizes the School District in any way, the Consultant shall reimburse the School District for all costs, including attorneys’ fees, incurred by the School District related to the FOIA request and records at issue.

SECTION 3. PERSONNEL.

A. **Key Project Personnel.** The Key Project Personnel identified in Exhibit 1 shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the School District’s prior written approval.

B. **Availability of Personnel.** The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the School District as soon as practicable prior to

terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the School District for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination nor for any delay or extension of the time for performance as a result of any such termination, reassigning, or resignation.

SECTION 4. INDEMNIFICATION AND INSURANCE.

A. Consultant's Indemnification Obligations.

1. The Consultant agrees that the Consultant shall indemnify, hold harmless, and defend the School District, its Board members, officers, employees and agents against all damages, liability, claims, losses, and expenses, including attorneys' fees ("School District Claims"), including School District Claims for damage to property and personal injury, including death, that may arise out of or in connection with the negligent acts or omissions of the Consultant related to the Services.

2. The Consultant will defend, hold harmless, and indemnify the School District against any damages or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against the School District to the extent based on an allegation that the software which the School District has licensed from the Consultant infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party. If the School District's use of the software is restricted as the result of a claim of infringement, the Consultant shall do one of the following: (i) substitute other equally suitable software; (ii) modify the allegedly infringing software to avoid the infringement; (iii) procure for the School District the right to continue to use such software free of the restrictions caused by the infringement; or (iv) take back the software and refund to the School District the license fee previously paid for such software depreciated on a straight line basis over twelve (12) months and terminate the School District's license to use such software.

B. Insurance. During the term of this Agreement, the Consultant, at its sole cost and expense, and for its benefit and that of the School District, shall carry and maintain, with companies and in forms reasonably satisfactory to the School District, comprehensive general liability and property damage insurance, insuring against all liability of the Consultant arising out of or incurred in connection with the Consultant's provision of the Services, with a minimum combined single limit of One Million (\$1,000,000.00) dollars per occurrence. Such policy shall name the School District, its Board and its employees as an additional insured and provide that it is primary to, and not contributing with, any policy carried by the Consultant covering the same loss. The Consultant shall provide the School District with certificates of insurance reasonably acceptable to the School District evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. The failure to provide acceptable certificates of insurance shall be deemed a breach of this Agreement entitling the School District to pursue any of the remedies specified by this Agreement. All policies of insurance shall provide by endorsement that no coverage may be canceled, terminated, or

reduced by the insuring company without the insuring company having first been given at least 30 days prior written notice to the School District. The Consultant shall deposit with the School District all such policies or certified copies if requested.

C. **No Personal Liability.** No elected or appointed official or employee of the School District shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 5. GENERAL PROVISIONS.

A. **Relationship of the Parties.** The Consultant shall act as an independent contractor in providing and performing the Services. Nothing contained in, or done pursuant to, this Agreement shall be construed to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the School District and the Consultant.

B. **Conflict of Interest.** The Consultant represents and certifies that, to the best of its knowledge, (1) no School District employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement, the Consultant does not have any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing and executed by both parties to this Agreement.

D. **Assignment.** This Agreement may not be assigned by the School District or by the Consultant without the prior written consent of the other party.

E. **Compliance With Laws and Governing Laws.** The Consultant shall perform the services in accordance with State and federal law. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

F. **Default.** If it should appear at any time that a party has failed or refused to prosecute, or has delayed in the prosecution of, its duties under this Agreement (“Event of Default”), and fails to cure any such Event of Default within ten business days after the defaulting party’s receipt of written notice of such Event of Default from the non-defaulting party (“Cure Period”) or if the cure of the Event of Default cannot reasonably be cured within the Cure Period, and the defaulting party fails to commence to cure the Event of Default within the Cure Period and fails to prosecute the completion of such cure with due diligence but in no event more than 30 days, then the non-defaulting party shall have the right, without prejudice to any other remedies provided by law or equity, to terminate this Agreement without liability for

further payment of amounts due or to become due under this Agreement after the effective date of termination. In addition, the School District, if it is the non-defaulting party, may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the School District as the result of any Event of Default by the Consultant or as a result of actions taken by the School District in response to any Event of Default by the Consultant.

G. **Attorney's Fees.** In the event any action or proceeding is brought by either party against the other party under this Agreement, the prevailing party shall be entitled to recover from the losing party its reasonable costs and attorney's fees incurred in such action or proceeding, including any such fees and costs of appeal.

H. **Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt.

Notices and communications to the School District shall be addressed to, and delivered at, the following address:

Champaign Community Unit School District No. 4
703 South New Street
Champaign, Illinois 61820
Attention: Superintendent

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

I. **Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the School District.

J. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

K. **Time.** Time is of the essence in the performance of this Agreement.

L. **Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

M. **Entire Agreement.** This Agreement along with Exhibits 1 and 2 constitute the entire agreement between the parties and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Agreement. If there are any conflicts between this Agreement, Exhibit 1, and/or Exhibit 2, the provisions contained in this Agreement shall supersede the provisions contained in Exhibit 1 and 2, and the provisions contained in Exhibit 2 shall supersede the provisions contained in Exhibit 1.

N. **Authority to Execute.** Each individual signing this Agreement on behalf of the entity that constitutes the School District and the Consultant as the case may be, represents and warrants that the individual is duly authorized to execute and deliver this Agreement on behalf of the entity, and that this Agreement is binding on the School District and the Consultant, as the case may be, in accordance with its terms.

O. **Effective Date.** This Agreement shall be deemed dated and become effective on the date the last of the parties executes the Agreement as set forth below.

BOARD OF EDUCATION
Champaign Community Unit School District No. 4

CONSULTANT

By: _____
President

Attest: _____
Secretary

Dated: _____

Dated: _____

Exhibit 1
Proposal

Exhibit 2
Request for Proposal