

**NORTH COUNTRY SUPERVISORY UNION  
REQUEST FOR PROPOSALS**

**PowerSchool and Database Services Support**

**Proposals must be received no later than 3:00 p.m. January 17, 2018**

**North Country Supervisory Union  
Attn: John Peters, Technology Director  
121 Duchess Ave Suite A  
Newport, VT 05855-5517  
Phone: 802-334-5847 Ext. 2018  
Fax: 802-334-6528  
John.Peters@ncsuvt.org**

**Any questions regarding this RFP should be e-mailed to John Peters**

North Country Supervisory Union (NCSU) reserves the right to accept any proposal, deemed most favorable to the interests of NCSU and to reject any and all proposals or any portion thereof which is not considered to be in the best interest of NCSU.

## OVERVIEW

The North Country Supervisory Union is soliciting a Request for Proposal ("RFP") from experienced vendors to provide PowerSchool and Database Services Support

Please submit an original and two (2) copies of your proposal in a sealed envelope to the Contact person shown below no later than **3:00 p.m. January 17, 2018**. No oral or electronically transmitted proposals will be accepted. Proposals not received by the specified time noted will be rejected.

All proposals shall be submitted and shall become the property of North Country Supervisory Union.

All responses to the Request for Proposal shall be submitted to:

John Peters, Director of Technology  
North Country Supervisory Union  
121 Duchess Ave Suite A  
Newport, VT 05855  
[John.Peters@ncsuvt.org](mailto:John.Peters@ncsuvt.org)

Questions may be submitted via mail or email to

Aime Forbes, Network Administrator  
North Country Supervisory Union  
121 Duchess Ave Suite A  
Newport, VT 05855  
[Aime.Forbes@ncsuvt.org](mailto:Aime.Forbes@ncsuvt.org)

Or

John Peters, Director of Technology  
North Country Supervisory Union  
121 Duchess Ave Suite A  
Newport, VT 05855  
[John.Peters@ncsuvt.org](mailto:John.Peters@ncsuvt.org)

## I. INTRODUCTION

**EXECUTIVE SUMMARY:** NCSU is seeking proposals for PowerSchool and Database Services Support

## II. SCOPE OF WORK: The following elements are required for the NCSU PowerSchool and Database systems.

- A. The Vendor shall provide a Student Information System/Database (SIS/DB) Specialist to support NCSU-wide use of the PowerSchool Student Information System and related systems for an average of twenty-four (24) hours per week, forty-eight (48) weeks per year. The SIS/DB Specialist will be available per the RFP response. Normal service hours are 8:00-4:30, M-F. Responsibilities for the SIS/DB Specialist will include:
1. Support management of PowerSchool software.
  2. Support management for systems that interface with PowerSchool
    1. School Messenger
    2. PowerSchool Registration
    3. VCAT
    4. SNAP – Nursing program
    5. Any other programs that depend on regular imports to or exports from PowerSchool
  3. Provide support for end users in each school for PowerSchool gradebook programs
  4. Provide professional development for end users supervisory union wide.
- B. The initial term of this contract is three (3) years. This contract may be extended for two (2) additional Fiscal Years. The term of the contract with extensions shall not exceed five (5) years. The total amount of the contract extensions shall not exceed the lower of five (5) percent of the current contract price or the annual percentage pay increase for support staff employees for the succeeding fiscal year.

## III. SUBMISSION REQUIREMENTS

The submission requirements for the RFP are detailed below. Please submit an original and two (2) copies of your response. Submissions should include Exhibit A “Cover Sheet for Bid Proposal” and responses to Exhibit B Questionnaire for Vendors. A sample contract is provided in Exhibit C. Any submission shall constitute an irrevocable offer for one hundred twenty (120) calendar days following the deadline of its submission. Reference to a certain number of days in this RFP shall mean business days unless otherwise specified.

- A. Responses to the RFP must contain the following information by the vendor:

### 1. General and Technical Requirements

The Vendor shall include a statement that the Scope of Work is clearly understood.

## **2. Pricing Requirements**

The contract pricing in the successful proposal shall not change for one full year. Pricing shall include all maintenance, licensing, training and additional fees charged on an annual basis.

### **B. Assessments**

The vendor may conduct an onsite assessment to facilitate the proposal. Prior arrangements will need to be made to access NCSU facilities. Person(s) conducting the assessment will need proper identification and will be an employee of the Vendor. The Vendor will assume all liability during the assessment of the assessor(s).

## **IV. CONTRACTING REQUIREMENTS**

### **A. Indemnity Obligations of Vendor**

To the fullest extent permitted by law, Vendor will protect, indemnify, defend and hold NCSU, officers, employees, agents and representatives and each of their successors and assigns entirely harmless from and against any and all claims, actions, demands, proceedings, liabilities, damages, judgments, fines, penalties, settlements, costs and charges, including, without limitation, attorneys' fees and expenses, arising directly or indirectly from or in connection with (a) any breach of the Agreement, (b) any actual or alleged negligent act, negligent error or omission, intentional misconduct of, or violation of any law by Vendor, Vendor's employees, subcontractors, agents, representatives or assigns (collectively, "Vendor's Agents") in the performance or nonperformance of the professional services required to be performed by the Vendor under the Agreement; or (c) NCSU's enforcement of its rights under this indemnity provision.

### **B. Termination**

- 1. Appropriation of Funds.** If the term of this contract extends into fiscal years subsequent to that in which it is approved, such continuation of the contract is subject to the appropriation of funds for such purpose by NCSU. If sufficient funds are not so authorized, the parties mutually agree that the contract may be terminated or amended as appropriate in response to the reduction in funding. If the contract is terminated, Vendor agrees to terminate any services supplied to NCSU under this contract, and relieve NCSU of any further obligation thereof.
- 2. Default by Vendor.** The Agreement may be terminated by NCSU upon thirty (30) Days written notice to Vendor in the event Vendor is in default under any of the provisions of the Agreement. In the event the Agreement is terminated due to the default by Vendor, Vendor will not be entitled to receive any compensation for services performed or for any reimbursable expenses incurred.
- 3. Automatic Termination.** The Agreement will automatically terminate on the occurrence of any of the following events:

- a. Bankruptcy or insolvency of either party;
- b. Failure to comply with federal, state or local laws, regulations or requirements, or
- c. Expiration of the agreement, renewal periods or month-to-month option.

### **C. Nondiscrimination**

During the performance of this Agreement, Vendor will not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, sex or sexual orientation. Vendor will comply with the provisions of the Vermont Fair Employment Practices Act, 21 V.S.A. §§ 495-496. Vendor will include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

### **D. Assignment/Subcontracting**

Vendor will clearly describe the reason for using any subcontractors, if applicable. Regardless of approval of any subcontractor by NCSU or any provision in the agreement to the contrary, Vendor will at all times remain solely and exclusively responsible for the performance of all obligations under this Agreement.

### **E. General Provisions**

1. **Force Majeure.** Neither party will be deemed in default of the Agreement or any provision hereunder to the extent that any delay or failure in the performance of the obligations of such party (other than the payment of money) results from any significant and material causes beyond its reasonable control and without fault or negligence by such party. Examples of such causes include, but are not limited to, (1) acts of God or public enemy, (2) acts of the government in sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) embargoes, and (8) earthquakes.
2. **Governing Law.** The agreement will be governed by the laws of the State of Vermont.
  - a. **Attorneys' Fees.** In the event either party institutes any action or proceeding against the other party relating to the Agreement, the unsuccessful party in such action or proceeding will reimburse the successful party for its disbursements incurred in connection therewith and for its reasonable attorneys' fees as fixed by the court. In addition to the foregoing award of attorneys' fees to the successful party, the successful party in any lawsuit on the Agreement shall be entitled to collect or enforce the judgment. This provision is separate and several and shall survive the merger of the Agreement into any judgment on the Agreement.
  - b. **Arbitration.** Any question, claim or dispute between the parties valued in excess of five thousand dollars (\$5,000) arising out of or related to this agreement, except breaches of confidentiality will be conclusively settled by binding arbitration.
  - c. **License.** In those instances where required, the Vendor represents and warrants that the

Vendor holds a license, permit or other special license to perform the Services pursuant to the Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license and shall keep and maintain all such licenses, permits or special licenses in good standing and in full force and effect at all times while the Vendor is performing the Services pursuant to the agreement.

## **V. EVALUATION OF PROPOSALS**

North Country Supervisory Union will review submitted proposals based upon, but not solely limited to, the criteria. Note that cost will be a factor, but not the only factor, in evaluating submitted proposals.

### **A. Rejection of Proposals**

NCSU reserves the right to reject any or all submissions in whole or in part for any reason without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness of the submission requirements.

If a proposal fails to meet a material requirement in the Request for Proposal, or is incomplete or contains irregularities, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements in the RFP.

### **B. Evaluation Process and "Highest Score Proposal"**

A selection committee will review in detail all proposals that are received to determine the highest scored proposal.

NCSU reserves the right to determine the suitability of proposals on the basis of a proposal's meeting administrative requirements, business objectives, technical requirements, the review team's assessment of the quality and performance of the equipment and services proposed, cost, and other criteria as assessed by the review team.

NCSU reserves the right to reject all proposals.

NCSU may require the vendor to clarify an answer. Failure to do so may result in sufficient cause for being non-responsive.

Per Vermont Law proposals will be evaluated based on cost. If a contract is awarded, it shall be awarded based on the lowest responsible bid conforming to the specifications. If the two lowest bids are within 1 percent of each other, the following factors will be taken into consideration in awarding a contract

- 1. Responsiveness:** Adherence to the requirements of this RFP.
- 2. Qualifications and Experience:** The ability, capacity, flexibility, financial stability and skill of the vendor to perform the contract, as evidenced by related factors such as its market position, strategic partnerships, customer base, standard financial reports, industry ratings/awards, ability to deliver within a reasonable time without delay, etc.

Also includes client reference information from current or prior customers.

- 3. Technical Approach and Quality:** The ability of the Vendor to meet the specifications and requirements for service. Demonstrated success on similar projects and problem resolution process. The ability to provide quality services in fulfillment of the contract based upon business efficiencies, organizational structure, customer service, and technological competitiveness.

#### **C. Award and Execution of Contract**

NCSU may request that a formal presentation be given at this time and a representative is available to answer questions.

#### **D. Errors in the RFP**

If a vendor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the vendor should immediately provide NCSU with written notice of the problem and request that the RFP be clarified or modified.

#### **E. Withdrawal and Resubmission/Modification of Proposals**

A vendor may withdraw its proposal at any time prior to the deadline for submitting proposals by notifying NCSU in writing of its withdrawal.

Modification offered in any other manner, oral or written, will not be considered. Proposals cannot be changed after the evaluation process begins.

#### **F. News Releases**

News releases pertaining to the award of a contract may not be made without the prior written approval of NCSU.

#### **G. Disposition of Materials**

All materials submitted in response to an RFP will become the property of NCSU and will be returned only at the NCSU's option and at the expense of the vendor submitting the proposal or bid. After the contract award has been made one copy of a submitted proposal will be retained for official files and become a public record. However, any confidential material submitted by a vendor that was clearly marked beforehand as such will be returned upon request.

#### **H. Form of Notice**

Where any notice is required or permitted in writing, the notice must be sent by U.S. mail or e-mail.

**Exhibit A Cover Sheet for Bid Proposal**

Bid Proposal for PowerSchool and Database Services Support

We hereby propose to provide a software program/service for the PowerSchool and Database Services Support

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

Company Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Proposed Price: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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Title Date

### Exhibit B Questionnaire for Vendors

All vendors must complete this questionnaire in full so as to assist NCSU in reviewing all proposals in accordance with the criteria. Failure to completely answer all questions in a thorough, accurate manner may lead to the rejection of the proposal.

1. Please signify by checking the boxes below your understanding of the scope of work and ability to provide the required services

Can Provide the Required Service	Required Service
<input type="checkbox"/>	Support management of PowerSchool software
<input type="checkbox"/>	Support management for systems that interface with PowerSchool 1. School Messenger 2. PowerSchool Registration 3. VCAT 4. SNAP – Nursing program 5. Any other programs that depend on regular imports to or exports from PowerSchool
<input type="checkbox"/>	Provide support for end users in each school for PowerSchool gradebook programs
<input type="checkbox"/>	Provide professional development for end users supervisory union wide.

2. Have you ever done the same or similar work for other school districts? If so, state: a.) Where and when the work was performed:
  
3. Please provide two (2) references of work that you have successfully completed. If possible, provide a reference to a project similar in scope.
  
4. How long have you or your company been in business? What experience or qualifications do you/does it possess?
  
5. Where are your offices located?
  
6. Do you/Does your company provide the ability to view invoices on-line via a company web site with appropriate security safeguards?

**Exhibit C – Sample Contract**  
**North Country Supervisory Union 31**  
**PowerSchool and Database Services Support**

This Contract for Services (the "Contract") between \_\_\_\_\_ (the Vendor) and North Country Supervisory Union 31 (NCSU), of 121 Duchess Ave., Suite A, Newport, Vermont 05855-5517 is effective beginning July 1, 2018 ending June 30, 2021.

The Vendor shall provide PowerSchool and Database Services Support to NCSU and its member schools for the period 1 July 2018 – 30 June 2021. During that period THE VENDOR will provide services to NCSU as defined below in **1. RESPONSIBILITIES.** and **2. CONTRACTED TIME AND OBLIGATED HOURS.**

**1. RESPONSIBILITIES.** The Vendor will perform the following site responsibilities as can be accomplished within the base hours allotted through this contract:

**A. PowerSchool Student Information System.**

The Vendor will assign a Student Information System/Database Specialist (SIS/DS) to support NCSU-wide use of the PowerSchool Student Information System average of sixteen (24) hours per week, forty-two (48) weeks not to exceed one thousand one hundred fifty-two (1152) hours per year. The SIS/DS administrator will be available per the RFP response. Normal service hours are 8:00–4:30, M–F. Responsibilities for the Student Information System/Database Specialist will include:

- 1) Support management of PowerSchool software.
- 2) Support management for systems that interface with PowerSchool
  - i. School Messenger
  - ii. PowerSchool Registration
  - iii. VCAT
  - iv. SNAP – Nursing program
  - v. Any other programs that depend on regular imports to or exports from PowerSchool
- 3) Provide support for end users in each school.
- 4) Provide professional development for end users in each school.

**2. CONTRACTED TIME and OBLIGATED HOURS.** The Vendor shall provide of PowerSchool and Database Services Support to NCSU and member schools for an average of sixteen (24) hours per week for forty-four (48) weeks not to exceed one thousand one hundred fifty-two (1152) hours per year. Activities and services will be performed primarily during the 175 day student calendar with allowance made to provide service at other times when deemed necessary by THE VENDOR and the NCSU Director of Technology.

The total price of the contract shall not exceed \$\_\_\_\_\_

**3. ORGANIZATIONAL RELATIONSHIPS:**

- A. NCSU Director of Technology is the NCSU Contract Administrator
- B. THE VENDOR is accountable for all time sheets/logs and shall provide the NCSU Director of Technology weekly timesheets of THE VENDOR personnel activities in order to receive payment.
- C. Building Principals shall have the authority to direct the immediate removal of contractor personnel engaged in inappropriate or unprofessional behavior from their building at any time.
- D. The contract may contain contract extension terms for multiple years; however, there shall be no automatic contract renewal provisions. If the contract is extended, it must be with board approval after discussion with NCSU Superintendent and Director of Technology.

- 4. ASSIGNMENT OF PERSONNEL.** VENDOR personnel are required to meet the same legal requirements for employment in the United States and the State of Vermont as NCSU employees. VENDOR personnel shall have a current Criminal Background and Sex Offender Registry check on file in the NCSU Central Office before being assigned to work around students.

THE VENDOR shall provide a list of all proposed personnel assignments to the Director of Technology for final approval with documentation to support they meet the qualifications and skills for the position they are expected to fill. Prior to permanent changes in personnel assignments, THE VENDOR shall notify the NCSU Director of Technology in writing of impending changes in assigned personnel for approval. NCSU reserves the right to direct THE VENDOR to remove personnel that are deemed to be incompetent, unprofessional or engage in inappropriate or offensive conduct in their interactions with staff and students. All VENDOR personnel shall be considered under the direction and supervision of the NCSU Director of Technology when they are on premise at NCSU or member schools or are performing work on behalf of NCSU or member schools.

- 5. INTELLECTUAL PROPERTY.** All hardware, software, property and services purchased by THE VENDOR with district funds in the performance of their duties on behalf of NCSU remain the property of NCSU. An inventory of district owned material purchased through THE VENDOR shall be prepared by THE VENDOR and provided to the NCSU Director of Technology upon receipt. In addition, THE VENDOR shall provide all license keys, media, online locations, and all other documentation related to software ownership of software loaded on district computers, servers and any other computer equipment, including but not limited to servers, routers, switches, etc., to the NCSU Director of Technology. All documentation pertaining to system configurations, network configurations, network addressing schemes, or any other aspect of NCSU or member school's computer technology systems produced by THE VENDOR in the course of the performance of the contract shall be the intellectual property of NCSU. THE VENDOR shall not purchase domain names, organizational memberships or enter into any agreements for goods and services as a representative of or for use by NCSU without the written consent of the Superintendent or designated representative and a properly executed Purchase Order.

- 6. SOFTWARE** All software regardless of function loaded or preloaded on NCSU computers is the exclusive property of NCSU. NCSU shall retain the master copies, access to downloads, and keys to all software. NCSU will provide the information and access necessary for THE VENDOR to perform their

contracted responsibilities. However, the use of this information or access to load software on computers in locations outside of NCSU or NCSU member schools is strictly prohibited.

- 7. MODIFICATION.** The contract or portions thereof may be modified at any time provided 90 calendar days written notice is given. In the case of a multi-year contract, if funding is not appropriated in succeeding years, a contract shall be terminated on the last day of the fiscal year in which funding was appropriated without prejudice.
- 8. FAILURE TO PERFORM.** In the event that it is deemed that THE VENDOR is not performing satisfactorily, NCSU shall notify THE VENDOR in writing of deficiencies in performance and THE VENDOR shall have twenty (20) working days to correct those deficiencies. If at the end of the twenty (20) working day period deficiencies have not been corrected to NCSU's satisfaction, Termination for Default as defined in section 9.A of this contract shall be initiated by NCSU.
- 9. TERMINATION.** A contract may be terminated at any time for the following reasons:

  - A. Default by THE VENDOR.** A Contract, or portions thereof, may be terminated by NCSU upon twenty (20) working days written notice to THE VENDOR in the event THE VENDOR is in default under any of the provisions of a Contract. In the event a Contract or portions thereof are terminated due to default by THE VENDOR, THE VENDOR shall not be entitled to receive any compensation for services performed or for any reimbursable expenses incurred.
  - B. Automatic Termination.** A Contract will automatically terminate on the occurrence of any of the following events:

    - 1) Bankruptcy or insolvency of either party;
    - 2) Failure to comply with federal, state or local laws, regulations or requirements, or
    - 3) Expiration of the Contract.
- 10. NON-SOLICITATION COVENANT.** For the duration of this contract through a period of 1 year after the termination date of this Contract, NCSU and its associated School Districts will not hire any person employed by THE VENDOR. NCSU and its associated School Districts shall not be bound by this Non-Solicitation Covenant if the contract is terminated for any reason in **SECTION 9.** other than expiration of the contract.
- 11. CONTRACT EXTENSIONS:** The initial term of this contract is three (3) years. This contract may be extended for two (2) additional Fiscal Years. The term of the contract with extensions shall not exceed five (5) years. The total amount of the contract extensions shall not exceed the lower of five (5) percent of the current contract price or the annual percentage pay increase for support staff employees for the succeeding fiscal year.

**12. SEVERABILITY.** If any provision of a Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of a Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**13. APPLICABLE LAW.** All Contracts shall be governed by the laws of the State of Vermont

SERVICE PROVIDER:

The Vendor

By: \_\_\_\_\_

SERVICE RECIPIENT:

North Country Supervisory Union

By: \_\_\_\_\_

Superintendent