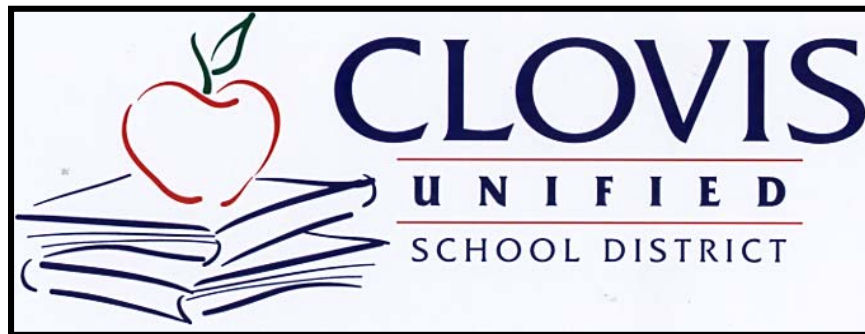


**CLOVIS UNIFIED
SCHOOL DISTRICT**

PACKAGE FOR RFP 2420

STUDENT INFORMATION SYSTEM (SIS)



RESPONSE DEADLINE

JUNE 21, 2011 – 11:00 A.M.

David E. Cash, Ed.D.
District Superintendent

Clovis Unified School District
1450 Herndon Avenue
Clovis, CA 93611-0599

CLOVIS UNIFIED SCHOOL DISTRICT

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NOTICE TO PROPOSERS

The Board of Trustees of the Clovis Unified School District of Fresno County, California invites and will receive sealed proposals for **RFP #2420** for the award of **STUDENT INFORMATION SYSTEM** on or before **11:00 A.M.** on **JUNE 21, 2011** in the Purchasing Department of Clovis Unified School District, 1450 Herndon Avenue, Clovis, California 93611-0599 after which time and place the bids will be opened and read in public.

Proposals must be accompanied by a bidder's bond, cashier's check or certified check in the amount of \$10,000.00. The bidders bond or certified check shall be made payable to the Clovis Unified School District and shall be given as a guarantee that the bidder will enter into a contract if awarded the work, and will be declared forfeited, paid to, or retained by the District as liquidated damages if the bidder refuses or neglects to enter into a contract on the terms of the accepted proposal within fourteen (14) calendar days after bidders notification of District's acceptance of the proposal. Bidders may not withdraw bids for a period of one hundred fifty (150) days after the date set for opening of bids.

Proposals shall be made on forms prepared by the Clovis Unified School District. Bid forms, specifications and further information may be obtained from Leeann Errotabere, Director of Purchasing, in the Purchasing Department, phone (559) 327-9479.

The District reserves the right to accept or reject any or all proposals, or any combination of proposals and to waive any irregularities or informalities which may be legally waived.

Published: Dates: (1) May 12, 2011 (2) May 19, 2011

CLOVIS UNIFIED SCHOOL DISTRICT
Steve Ward
Associate Superintendent of Administrative Services

INSTRUCTIONS TO PROPOSERS

Specifications are available at:

Online at www.cusd.com – link to Purchasing Department OR

CUSD - Purchasing Department

1450 E. Herndon Avenue

Clovis, California 93611

Proposal:

No proposals shall receive consideration by the Clovis Unified School District for Request for Proposal No. 2420 unless made in accordance with the following instructions:

1. Deadline For Receipt of Proposals. Proposals must be sealed and filed with the Purchasing Department located at 1450 Herndon Avenue, Clovis, California 93611, on or before 11:00 A.M. on JUNE 21, 2011. All proposals must be received on or prior to that date and time, after which proposals will be opened and read in public. The District suggests that proposals be hand delivered in order to insure their timely receipt.

The District will not accept any proposals received after 11:00 A.M. on JUNE 21, 2011 and will return any late proposals unopened to the Proposer.

Proposers must submit one (1) original proposal and five (5) proposal copies.

Proposals must be submitted in a sealed envelope clearly noted on the outside “RFP 2420 STUDENT INFORMATION SYSTEM (SIS), Due: JUNE 21, 2011 11:00 A.M.

No fax or solely electronic transmitted proposals will be accepted.

2. Requests for Information. Any questions relative to the proposal should be directed to the Steven Adams, Administrator of Assessment and Accountability, Clovis Unified School District.

3. Proposal Forms. Proposal must be made on a form obtained from the District. All items on the form should be filled out. Numbers should be stated in figures, and the signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations, or erasures.

4. Non-collusion Declaration. Each Proposer must return a fully executed Noncollusion Declaration, as required by Public Contract Code section 7106, with the completed proposal. The Noncollusion Declaration is included in this package.

5. Clarifications. Questions regarding documents, discrepancies, omissions or doubt as to meanings will be clarified by the District Superintendent or designee.

6. Execution of Forms. Each proposal must give the full business address of the Proposer and must be signed by the Proposer with his or her usual signature. Proposals by partnerships must furnish the full

names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Proposals by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A Proposer's failure to properly sign required forms may result in rejection of the proposal.

7. Withdrawal of Proposals. Proposals may be withdrawn by the Proposer prior to the time fixed for the opening of proposals, but may not be withdrawn for a period of Sixty (60) days after the opening of proposals. A successful Proposer shall not be relieved of the proposal submitted without the District's consent or Proposer's recourse to Public Contract Code Section 5100 et. Seq. Sixty (60) days has been established as the minimal evaluation time needed to review all proposals received.

8. Addenda or Bulletins. Any addenda or bulletins issued prior to the RFP due date shall form a part of the drawings and specifications issued to Proposers for the preparation of their proposals and shall constitute a part of the contract documents.

9. Award of Contract. The District reserves the right to reject any and all proposals, to contract work with whomever and in whatever manner the District decides, to abandon the work entirely and to waive any informality or non-substantive irregularity in the best interest of the District.

Contract Period: The contract will begin on July 1, 2013. Up to five year term as outline on cost analysis form.

10. Rejection of Proposals. The District reserves the right to accept or reject any and all proposals, or any portion or combination thereof, or award on the basis of the total proposal and to waive any informality or technicality in any proposal in the interest CUSD.

11. Execution of Contract. The successful Proposer shall, within fourteen (14) calendar days of notice of award of the contract, sign and deliver to the District an executed contract. If the Proposer to whom an award is made fails or refuses to execute the contract within fourteen (14) calendar days from the date of receiving notification that the contract has been awarded to the Proposer, then the District may award the work to the next lowest responsible Proposer, or may reject all proposals and call for new proposals.

12. Evidence of Responsibility. Upon the request of the District, a Proposer shall submit promptly to the District satisfactory evidence showing the Proposer's financial resources, the Proposer's experience in the type of work being required by the District, the Proposer's organization available for the performance of the contract and any other required evidence of the Proposer's qualifications to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of a Proposer's responsibility to perform the proposed contract may result in rejection of the proposal.

13. Proposal Exception. All exceptions which are taken to the requirements of this request for proposals must be stated clearly. The taking of exceptions or providing false, incomplete or unresponsive

statements may result in the disqualification of the proposal. Allowance of exceptions will be determined by the Board of Trustees, whose decisions shall be final. Any proposal exceptions or additional conditions requested after proposal closure, which are not detailed within the proposal response, may result in disqualification of the proposal. No oral or telephonic modification of any proposal submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the Proposer was placed in the mail prior to the opening of the proposals.

14. Proposal Negotiations. A proposal response to any specific item of this RFP with terms such as “negotiable”, “will negotiate” or similar, will be considered as non-compliance with that specific term.

15. Discounts. Any discount which the Proposer desires to provide the District must be stated clearly on the proposal form itself so that the District can calculate properly the net cost of the proposal. Offers of discounts or additional services not delineated on the proposal form will not be considered by the District in the determination of the lowest responsible Proposer.

16. Indemnity. The Proposer must hold harmless and fully indemnify the District, its Board of Trustees, officers, employees and agents from all damages or claims for damages, costs or expenses that may at any time arise out of the Proposer’s performance of, or failure to perform acts, required by the contract documents, including but not limited to infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this proposal.

17. Prevailing Law. In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the proposal shall conform to all applicable requirements of local, state and federal law.

18. Rights and Remedies in the Event of Default. If the Proposer defaults, the District may procure services from other sources and may recover the loss occasioned thereby from any unpaid balance due the Proposer or by suit against the Proposer. The prices paid by the District shall be considered the prevailing market prices at the time such purchase is made.

19. Governing Law and Venue. In the event of litigation, the proposal documents, specifications and related matter shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Fresno County.

20. Delivery Deadline. The service/product sought by this proposal must be completed in accordance with the Specifications. This time limit is of the essence of the contract. A Proposer’s failure to provide the Service to the District by the contract date and proposed timeline shall subject the Proposer to liquidated damages in the amount of \$1,000.00 for each and every calendar day by which completion is delayed beyond the contract date.

Submission of a proposal constitutes the Proposer's promise to pay liquidated damages as set forth above and the Proposer’s agreement that the actual occurrence of damages and the actual amount of damages which the District would suffer if the requirements were not completed by the contract date is impracticable and extremely difficult to fix. Damages which the District would suffer in the event of

delay are dependent on many circumstances and factors but would include the loss of use of the materials, disruption of school activities, cost of administration and supervision, and the loss suffered by the public and the District by reason of delay in completion of the contract. Accordingly, Proposer agrees that the amount set forth herein as liquidated damages shall be presumed to be the amount of damage actually sustained by the District due to the Proposer's failure to complete the project by the contract date.

System installation shall be considered complete only when, with the system in place, a full set of acceptance tests have been conducted jointly by the vendor and District staff which demonstrates that all system components are functioning, individually and collectively, in accordance with the specification and vendor's proposal.

If the Proposer becomes liable to the District for liquidated damages, the District shall, in addition to all other remedies provided by law, have the right to deduct the amount of liquidated damages owed from the contract sum or to deduct the amount of liquidated damages owed by the Proposer from moneys previously retained from the Proposer. If the sum deducted by the District is insufficient to discharge the Proposer's liability for liquidated damages, the Proposer and its sureties shall remain liable to the District until all such liabilities are fully satisfied.

21. Insurance Requirements: All insurance must be issued by an Admitted Surety in the State of California. Liability Insurance. Proposer shall purchase and maintain such insurance as will protect Proposer and District from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from Proposer's operations under this Contract, whether such operations be by Proposer or anyone directly or indirectly employed by the Proposer. This insurance shall name District as an additional insured and shall be written for not less than Five Hundred Thousand Dollars (\$500,000.00) per person, One Million Dollars (\$1,000,000.00) per occurrence and One Hundred Thousand Dollars (\$100,000.00) for property damage. Certificates of such insurance shall be filed with the District. The Certificates of Insurance will state that the contractual liability assumed is covered and shall provide that ten (10) days notice of cancellation or reduction in coverage shall be given to the District.

Workers Compensation Insurance. Proposer represents that Proposer has secured the payment of Worker's' Compensation Insurance in compliance with the provisions of the Labor Code of the State of California and during the performance of this work will continue to provide workers' compensation insurance. Proposer shall supply the District with certificates of insurance evidencing that Worker's' Compensation Insurance is in effect and providing that the District will receive ten (10) days notice of cancellation. If Proposer self-insures Worker's' Compensation, a Certificate of Consent to Self-insure must be provided to District.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

22. Cost of Proposal preparation. All costs for preparation of proposals shall be borne by the Proposer.

23. Retention of Proposals. The District reserves the right to retain all proposals, whether selected or rejected.

24. An oral presentation by a Proposer to supplement a proposal may be required at the discretion of Clovis Unified School District. These presentations will be scheduled, by CUSD subsequent to the receipt of proposals and prior to the award of the contract.

25. Alternative Proposals. A Proposer may submit more than one proposal. Each proposal must follow the Proposal Response Outline and satisfy the requirements of the RFP. The Proposer's primary proposal must be complete, comply with all instructions, and be based on the contract period stated below. If alternative proposals are submitted, the reasons or the alternatives and their comparative benefits shall be explained. Each proposal submitted will be evaluated on its own merits.

26. Cancellation - Inadequate delivery, poor service, or failure to adhere to the covenants of any offering may be cause for cancellation or early termination of the contract. Any contract resulting from this RFP may be canceled by CUSD giving thirty (30) days of written notice.

27. Press Release. No respondent to this Request For Proposal shall issue any press release or make any statements to media, reporting agencies, etc. without the prior express written consent of Clovis Unified School District.

End.

REQUEST FOR PROPOSAL FORM

Board of Trustees
CLOVIS UNIFIED SCHOOL DISTRICT
1450 Herndon Avenue
Clovis, California 93612

RE: Request for Proposal # 2420

Dear Members of the Board of Trustees:

The undersigned, doing business under the firm name of _____, having carefully examined the Notice to Proposers, the Instructions, the Contract, the Specifications and all of the contract documents for the proposed STUDENT INFORMATION SYSTEM (SIS) proposes to perform the contract, including all of its component parts, and to furnish all labor, material, equipment, supplies, and taxes called for by them for the entire order, as follows:

Amount of proposal _____

SUBMITTED BY:

COMPANY

ADDRESS

CITY/STATE/ZIP

SIGNATURE

PLEASE TYPE OR PRINT NAME

TITLE

DATE

PHONE

Cost Analysis Form

RFP 2420 – Student Information System

Description	Non-Recurring Start Up Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Total five year cost
Proposed Software System							
Proposed Software Installation							
Software Support and Maintenance							
Data Conversion / Migration Services							
Staff Training Costs – minimum of 120 hours *							
Software Documentation							
Other:							
Other:							
Bid Totals							

*If additional training hours are required, rate per hour will be billed at \$ _____ per hour.

NONCOLLUSION DECLARATION

State of California)

) ss.

County Of Fresno)

I, _____, being duly sworn, declare that I am _____ of _____ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any other proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

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

Dated this _____ day of _____, 2011 at _____ City _____ State

Signature

ADDENDA

The undersigned acknowledges receipt of the following Addenda and the cost for RFP #2420, if any, of such revisions has been included in the Lump Sum Grand Total of your proposal.

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Name of Proposer _____

CLOVIS UNIFIED SCHOOL DISTRICT

RFP 2420

STUDENT INFORMATION SYSTEM (SIS)

REFERENCES

Bidders must submit a list of at least five (5) STUDENT INFORMATION SYSTEM (SIS) references with a minimum of two (2) clients in the State of California for reference purposes

SYSTEM IMPLEMENTATION DATE	AGENCY	AGENCY ADA	CONTACT PERSON	TELEPHONE NUMBER

NAME OF BIDDER _____

SPECIFICATIONS – RFP 2420

Clovis Unified School District is seeking proposals to provide a fully integrated; web based STUDENT INFORMATION SYSTEM (SIS). It is the intent of the District to enter into an agreement with system productivity and full production work entry commencing on August, 2013.

Located in the San Joaquin Valley of California, Clovis Unified School District (CUSD) was founded in 1961. It has a student population of 37,875 (2009-10, K-12 CBEDS enrollment). The school district is composed of 31 elementary schools, 5 intermediate schools, 5 high schools, an alternative education high school, 2 community day schools, an independent study program, an online high school, and an adult school all of which are spread out over 199 square miles.

SECTION 1 PURPOSE OF REQUEST FOR PROPOSAL AND GENERAL PROVISIONS

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this Request for Proposal is to select a qualified firm that has the ability to provide a fully integrated, web-based STUDENT INFORMATION SYSTEM (SIS) for the District.

This document contains instructions and requirements including the format in which responding proposals must be submitted. Proposers are urged to carefully read all sections of the RFP to insure that the scope of required services and provider responsibilities is to be fully understood. Proposers shall provide evidence of their expertise, professional management capabilities and qualifications in all areas concerning the Service.

QUESTIONS CONCERNING RFP

Any questions, interpretations or clarifications, either administrative or technical about this RFP, must be requested in writing. All written questions will be answered in writing and conveyed to all Proposers in written addendum form.

Oral statements concerning the meaning or intent of the contents of this RFP by any person are unauthorized and invalid. All questions, technical, programmatic, or process must be directed to:

Leeann Errotabere, Director Purchasing, Clovis Unified School District, 1450 Herndon Avenue, Clovis, CA 93611, Phone: (559) 327-9479 Fax: (559) 327-9489 E-mail leeannerrotabere@cusd.com

SECTION 2 SCHEDULE OF EVENTS

The following schedule will be used by the District in awarding a contract for the subject RFP.

Proposal submitted to CUSD on or before 11:00 A.M. on JUNE 21, 2011.

May – June 2011	RFP Publish and Response
September – October 2011	Evaluation, Vendor presentation, Decision
November 2011	Board Contract Approval
January - June 2012	Business Analysis, data mapping
July 2012 - December 2012	Data conversion, load, verification
January 2013 – June 2013	Training, parallel testing
Summer 2013	Summer School live test, continued training
August 2013	Live – full production

SECTION 3 SCOPE OF SERVICES

See attached system requirements matrix

SECTION 4 PROPOSAL EVALUATIONS

OVERVIEW

This request for proposal is designed to develop the best **STUDENT INFORMATION SYSTEM (SIS)** solution to meet the needs of the District. Proposals will be reviewed for content, completeness, experience, qualifications, and means of providing direct customer service.

The ability to meet the requirements of this RFP along with system cost of ownership, support, and use over the contract period will be considered as a factors in evaluation of proposals. All system costs for non-recurring and recurring items over this period will be considered.

Many factors will be taken into account during the evaluation including, but not limited to (not given in priority order):

- a. Cost
- b. Compliance with stated requirements
- c. Ability and willingness of vendor to meet desired schedule

- d. System reliability and availability
- e. Completeness of proposed system
- f. System ease of use
- g. Experience of company with installing, training, delivering, and supporting integrated STUDENT INFORMATION SYSTEM (SIS) for school district use.
- h. Experience and skill of personnel proposed to install, train, and system support.

After those firms deemed to be the most qualified are selected, further evaluation and interviews of the selected firms may be conducted as part of the final selection process. The District reserves the right to complete the selection process without proceeding to an interview process and make a selection based solely on the information provided in the Proposal

SECTION 5 TRAINING/CONSULTING REQUIREMENTS

Training is a key factor in successful implementation of the STUDENT INFORMATION SYSTEM (SIS). The Proposal must include a proposed training program established on a “Trainer of Trainers” model, where an initial core training team will become proficient in the use of the system and will prepare to train others in the future. It is anticipated that the training needs will include:

Initial System Implementation – to include the training of Student Information System staff on the needs of the initial setup and automated updates of student information.

Technical User Implementation – This would include such topics as how to login, how to manage passwords, how to share reports with multiple users etc. District and school level staff would be assigned to this training.

Content User Training – This will include district staff who will be inputting items, manipulating data, and creating tools to assess and analyze qualitative data.

Interpreting results – This training will focus on how to choose reports and interpret them to improve instruction. This will also include user-created reports and queries.

Hands-on training for district administrators and school-based personnel, as outlined above, must be available upon the request of the district.

The cost of training should be reported separately.

SECTION 6 PROPOSAL INSTRUCTIONS AND FORMAT

INTRODUCTION

To be considered responsive to this RFP, Proposer must submit proposals in the format identified in this section. All requirements and questions in the RFP must be addressed and all requested data must be supplied. The District reserves the right to request additional information that, in the District’s opinion, is

necessary to assure that the Proposer's competence, number of qualified employees and business organization are adequate to perform according to contract.

PREPARATION

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Proposals should emphasize the Proposer's demonstrated capability to perform Service. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. However, literature describing the proposed services and extent of support included in the proposal should be forwarded as part of the proposal.

PROPOSAL FORMAT

In order for a proposal to be considered, said proposal must strictly adhere to the following format for organization and content. Proposal must be divided into the individual sections listed below, indexed, and tabbed.

Section I - COVER LETTER

The cover letter shall include a brief statement of intent to perform the Service, qualifications for selection and signature of an authorized officer of the organization who has legal authority in such transactions. Proposals with unsigned cover letters may be rejected. The cover letter must also provide the name, position, and full contact information for the individual designated as the Proposer's contact for this proposal.

In addition, Proposer's cover letter shall expressly state that, should the Proposer's proposal be accepted, the Proposer agrees to enter into a contract under the terms and conditions shown in the Instruction to Proposers and the Specifications.

Section II - TABLE OF CONTENTS

The table of contents shall identify the contents of the proposal in a format consistent with the proposal requirements and format set forth herein.

Section III - BACKGROUND AND EXPERIENCE

Each Proposer shall include a description of the professional and technical experiences, background, qualifications and expertise of the organization's key personnel assigned to this project. The description shall show that Proposer possesses the demonstrated skills and experience in specific areas of the project scope.

- 1 Proposer(s) name, address, telephone and fax numbers, e-mail address, and authorized representative(s).

- 2 The bidder must provide a list of customers with whom they presently have, or in the recent past have had, a contract for providing a fully integrated STUDENT INFORMATION SYSTEM (SIS) as described in this RFP. The list must include the following and shall be used for customer reference verification.
 - a. Customers who are located in the State of California
 - b. Customers of like student size as Clovis Unified School District (approaching 38,000 students).

- c. Each reference must include the agency name, address, student attendance figures and the name and telephone number of a contact person.

SECTION IV - STATEMENT OF WORK / ACTION PLAN

The work plan shall describe how the Proposer would assist the District in reaching its goals as set forth in this RFP.

The Proposer should be able to demonstrate its ability to meet deadlines and to assign staff commensurate with meeting the scope of service and other business issues occurring at the sites.

Use this section to address the ability of your firm to undertake the project, considering your firm's current and anticipated workload, and the District's desire to proceed with the project immediately.

SECTION V – RFP PROPOSAL FORM

Proposer shall return a fully executed Request for Proposal Form, fully executed in accordance with the Instruction to Proposers. Proposals for the Service will be accepted as outlined in this Request For Proposal (RFP). The fees shall include the cost of all labor, materials, equipment, supplies and server space necessary.

SECTION VI – NON-COLLUSION DECLARATION

Proposer must return a fully executed Noncollusion affidavit, as required by Public Contract Code section 7106, with the completed proposal.

SECTION VII– ADDENDA FORM

Proposer shall acknowledge all Addenda received.

SECTION VIII – SYSTEM CAPABILITY CHECK OFF LIST

Proposer shall complete and submit check off listing with proposal. Proposer shall provide a sample publication that demonstrates experience relevant to the specifications of this RFP.

SECTION IX – ADDITIONAL INFORMATION AND ATTACHMENTS

This section allows the Proposer to include additional information that is deemed necessary for this proposal.

Note: If any of the submitted information is identified by Proposer as confidential, it shall be treated as such by the District and returned when the Proposer's financial responsibility has been determined.

SECTION VIII – SYSTEM CAPABILITY CHECK OFF LIST

SYSTEM CRITERIA FOR RFP #2420

(provided under separate cover)

Exhibit I

CLOVIS UNIFIED SCHOOL DISTRICT

CONTRACT

This Agreement is made this _____, 2010 by and between **Clovis Unified School District**, "District" and _____ "Proposer" with respect to the following recitals:

District is a public school district organized and existing under the laws of the State of California.

Proposer has received notice of an award pursuant to Request for Proposal #2420 for STUDENT INFORMATION SYSTEM (SIS). Proposer is an independent company competent to perform the services contemplated by this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

The recitals set forth above are true. Proposer agrees to provide the services described in this Contract in a professional and competent manner and in accordance with the terms of this Contract and all applicable laws.

1. Description of Service. Proposer agrees to provide the District the following service:

PROPOSAL #2420

STUDENT INFORMATION SYSTEM (SIS)

2. Time of Commencement and Completion. The Service shall be delivered in full to the District in accordance with the Scope of Work "Completion Date". Time is of the essence in this Contract.

3. Payment. District agrees to pay Proposer the sum of _____. Progress payment schedule to be determined after bid award and attached to contract.

4. Performance Bond. – Not applicable to this project

5. Liquidated Damages. Proposer agrees to deliver the Service to District pursuant to the terms of this Contract by the Completion Date unless Proposer receives a written extension of time for delivery from District. Proposer's failure to deliver the Services on time shall subject Proposer to liquidated damages. The actual occurrences of damages and the actual amount of damages which District will suffer if the Service is not delivered by the Completion Date is dependent upon many circumstances and conditions and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages occasioned by delay. Damages which District would suffer in the event of delay include loss of use of the Service, disruption of school activities, cost of administration and the loss suffered by the public by reason of delay. Accordingly, the parties agree that the amount herein set forth as liquidated damages

shall be presumed to be the amount of damages actually sustained by Proposer's failure to deliver the Service by the Completion Date.

System installation shall be considered complete only when, with the system in place, a full set of acceptance tests have been conducted jointly by the vendor and District staff which demonstrates that all software components are functioning, individually and collectively, in accordance with the specification and vendor's proposal.

The amount of liquidated damages to be paid by Proposer to District for failure to deliver the Service by the publishing deadlines as shown in the Specifications will be One Thousand Dollars and 00/100 (\$1,000.00) for each calendar day by which delivery is delayed beyond the Completion Date, such amount being the actual cash value agreed upon as the loss to the District resulting from the Proposer's default.

If Proposer becomes liable for liquidated damages, District, in addition to all other remedies provided by law, shall have the right to deduct the amount owed as liquidated damages from the contract sum due Proposer. In all events, Proposer and its sureties, if any, shall remain liable to the District until all such liabilities are satisfied in full.

6. Conformance to Contract Documents. Proposer agrees that the Service to be furnished pursuant to this Contract shall conform to all of the requirements set forth in the proposal documents, specifications and any other writings which formed a part of the materials upon which the Proposer was awarded this Contract.

7. Indemnity. Proposer shall indemnify, hold harmless and defend District, and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including costs and attorney's fees, arising out of or resulting from Proposer's work under this Contract or for any infringement of the patent rights, copyright or trademark of any person or persons in consequence of the use by the District of Equipment supplied pursuant to this Contract.

8. Assignment of Contract. Proposer agrees not to assign, transfer or convey any rights accruing under this Contract without the prior written consent of District.

9. Safety Regulations. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Industrial Safety of the State of California, and Health & Safety code of the State of California.

Proposer and any and all agents and employees of Proposer shall perform the services required pursuant to this Proposer as an independent Proposer, not as officers, employees, or agents of the District. In providing the services contemplated by this Contract, the Proposer shall maintain a professional and working relationship with the District. In particular, Proposer shall be liable and solely responsible for paying all required taxes including, but not limited to, Federal and State income taxes and social security taxes. Proposer agrees to indemnify, defend and hold the District harmless from any liability, which Proposer may incur to the Federal or State governments as a consequence of this Contract. All payments to the Proposer shall be reported to the appropriate State and Federal tax authorities as required.

10. Miscellaneous Provisions.

10.1 Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be in the proper state or federal court located in Fresno County, California.

10.2 Notices. Communications hereunder shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Proposer _____

District Clovis Unified School District
 1450 Herndon Avenue
 Clovis CA 93911

10.3 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the District and Proposer and their respective successors and assigns.

10.4 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

10.5 Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and supersedes all prior negotiations, representations or agreements either written or oral.

10.6 Correction of Errors. We agree to correct any and all errors noted in the appraisals at our expense that are brought to our attention within one year of delivery of the completed appraisals. Errors noted will be corrected within 60 days of notification.

10.7 Contract Documents. The Contract documents shall consist of this Agreement, the specifications and drawings, all addendum and bulletins thereto, the Notice to Proposers, Instructions to Proposers, all documents forming a part of the RFP package and any other documents signed by both parties relating to the subject matter of this Agreement. The intention of the Contract documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the work and the terms and conditions of payment therefore and also to include all work which may be reasonably inferable from the Contract documents as being necessary to produce the intended results.

10.8 Insurance Requirements. Proposer shall purchase and maintain insurance that will protect the Proposer from the claims set forth below that may arise out of or result from the Proposer's performance of services or failure to perform services required by this Contract:

- a. Claims under Workers' Compensation, disability benefits and other similar employee benefits acts that are applicable to the work performed:
- b. Claims for damaged because of bodily injury, occupational sickness or disease or death of Proposer's employees, agents or invitees:
- c. Claims for damages because of bodily injury or death of any person:
- d. Claims for damages insured by usual personal injury liability coverage that are sustained (1) by person as a result of an offense directly related to the employment of such person by the Proposer or (2) by any other person
- e. Claims for damaged, other than to the work itself, because of injury to or destruction of tangible property, include loss of use there from; or.
- f. Claims for damaged because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The Proposer's comprehensive general and automobile liability insurance shall be written for not less than the limits of liability and identified in Section 22 of the Instructions to Proposers. Proposer shall provide certificates of insurance to the District prior to commencing work under this Contract.

10.9 Cancellation of Contract. The District may unilaterally terminate this Contract for any reason, in its absolute discretion, by giving Contractor/service provider Thirty (30) calendar days written notice of termination. In the event of early termination, the contactor/service provider shall be compensated for all services satisfactorily performed to the termination date.

10.10 Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in this Agreement. Proposer, by the execution of this Agreement, acknowledges that Proposer has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.

CLOVIS UNIFIED SCHOOL DISTRICT _____

BY _____

BY _____