SPECIFICATIONS, INSTRUCTIONS, AND PROPOSAL FORMS

FOR

RFP #21147

Integrated Human Resources / Finance System

FOR THE

CLEVELAND MUNICIPAL SCHOOL DISTRICT

CLEVELAND METROPOLITAN SCHOOL DISTRICT
1111 Superior Avenue E, Suite 1800
Cleveland, Ohio 44114

UNDER THE DIRECTION OF THE OPERATIONS DIVISION OF THE BOARD OF EDUCATION OF THE CLEVELAND METROPOLITAN SCHOOL DISTRICT
CUYAHOGA COUNTY, OHIO

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SECTION 1: NOTICE OF REQUEST FOR PROPOSALS #21147

Separate Proposals for the requirement set forth below will be received in the Cashiers Office of the Board of Education of the Cleveland Metropolitan School District, 1111 Superior Avenue E, Suite 1800, Cleveland, Ohio 44114, on or before **1:00 pm** current local time on **December 8, 2014.**

INTEGRATED HR/FINANCE SYSTEM

Copies of Instructions to Proposers, Specifications, Affirmative Action and Diversity Business Enterprise Forms may be obtained directly from the District's Web Page: www.clevelandmetroschools.org/purchasing. Please click on the RFP number. If you need assistance please contact **Denyse.Hirsch@clevelandmetroschools.org** - telephone # (216) 838-0413

There will be pre-proposal meeting for this RFP on **October 31, 2014 at 1:30 pm**. The meeting will be located in the 5th floor conference room at 1111 Superior Avenue E, Cleveland, Ohio 44114**.** All questions and/or concerns must be submitted, in writing **ONLY, by 12:00 pm on November 5, 2014** at the email address given above, or via fax to 216-436-5118.

No Proposal may be withdrawn for at least ninety (90) days after the scheduled closing time for receipt of Proposals by order of the Board of Education of the Cleveland Metropolitan School District, Cuyahoga County, Ohio. The successful vendor will be required to furnish a performance bond for 100% of the total contract amount as agreed upon with the District. This project also requires the commitment of a software escrow account.

The Cleveland Metropolitan School District reserves the right to reject any and all Proposals, to waive any and all informalities or irregularities, and to disregard all non-conforming responsive conditional Proposals.

The Cleveland Metropolitan School District does not discriminate in educational programs, activities or employment on the basis of race, color, national origin, sex, age, religion or disability.

Proposers on this work shall be required to comply with all applicable requirements pertaining to fair labor, state and local government.

M. Angela Foraker
Director of Procurement

SECTION 2: LETTER TO PROPOSERS

Date: October 3, 2014

Subject: **Requests for Proposals for Integrated HR/Finance System**

Gentlemen/Madams:

In order to be considered, all proposals must be received at the Cashiers Office of the Cleveland Metropolitan School District, 1111 Superior Avenue E, Suite 1800, Cleveland, Ohio 44114 on or before **1:00 p.m., December 8, 2014. One (1) original, with blue ink signatures, ten (10) copies and one (1) electronic copy on CD or flash drive of the proposal, including supporting documentation, must be submitted**. The Proposal Name and RFP number must be stated on the exterior of the submission envelope(s). This includes shipping labels.

There will be a pre-proposal meeting at **1:30 pm on October 31, 2015**. The meeting will be held in the 5th floor conference room at 1111 Superior Avenue E, Cleveland, Ohio 44114. Written questions will be accepted via e-mail or fax until **12:00 pm on Wednesday, November 5, 2014.** No telephone calls will be permitted. Send questions to: **Fax # 216-436-5118** or e-mail your questions to: **Denyse.Hirsch@clevelandmetroschool.org.** Proposal number and title must be included. All questions/concerns with corresponding answers will be sent to every prospective vendor. Any errors and/or omissions reported will be addressed via Addenda which will be issued no later than November 21, 2014.

Under no circumstances should any person or firm interested in providing services identified in this RFP, their designees, or any affiliated with their firm, contact any other District employee or official during the RFP process in an attempt to lobby or influence the selection of a vendor pursuant to this RFP.

This is a Request for Proposals, and as such will not be publically opened. After all submissions have been reviewed, the final evaluations of the committee will determine the awarded vendor. Public Records Requests will not be accepted until a contract is signed. Vendors will be notified, in writing, of award and non-award status upon receipt of an approved resolution.

The Cleveland Metropolitan School District has a Diversity Business Enterprise and Affirmative Action Program in effect. Information about this program and forms for compliance are enclosed. All firms submitting a proposal must complete the appropriate forms and submit same with their proposal. While the District no longer certifies DBE companies, we accept any company certified through the City of Cleveland, Cuyahoga County, or the State "EDGE" program.

The Cleveland Metropolitan School District accepts no obligations for costs incurred by proposers in preparing or submitting a proposal and reserves the right to reject any and all proposals received.

Sincerely,

M. Angela Foraker
Director of Procurement

Part 1: BACKGROUND AND SCOPE OF WORK

SECTION 3: INTRODUCTION

The Cleveland Metropolitan School District (hereafter the "District", "CMSD" or Cleveland Municipal School District) is soliciting proposals to establish term contracts with one or more qualified vendors to provide an Integrated HR/Finance System for the Cleveland Metropolitan School District under Request for Proposal ("RFP") #21147.

Schedule for Posting/Vendor Selection of Integrated HR/Finance System RFP #21147

Process/Task	**Date**
RFP Posted	October 3, 2014
Pre-Bid Meeting	October 31, 2014
All final questions from vendors to CMSD	November 5, 2014
Answers to vendors from CMSD and all addenda issued (if necessary)	November 21, 2014
RFP responses due	December 8, 2014
Vendor presentations	January 12-16, 2015
Vendor selection	January 23, 2015
CMSD Board Meeting	January 27, 2015
Contract negotiation	January 28 – February 27, 2015
Project start	March 2, 2015

Vendors are encouraged to submit questions prior to the pre-bid conference so that they may be addressed.

Dates listed above are subject to change at the discretion of the District. Vendors will be notified of changes to the schedule, as appropriate. The Project start date is subject to change at the discretion of the District with written notice to the awarded vendor.

Part 1 of the RFP provides background on CMSD as an organization and provides the vendor a set of high-level requirements for implementing an Integrated HR/Finance System.

Part 2 of the RFP provides a detailed set of directions which the vendor will use to prepare their response.

SECTION 4: CLEVELAND METROPOLITAN SCHOOL DISTRICT (CMSD) GENERAL INFORMATION

CMSD General Information

The Cleveland Metropolitan School District is a large urban school system with 103 schools and administrative sites, 6,880 employees (includes part time and hourly), 4,502 members of the Cleveland Teachers union; 2,922 teachers.

Below are some of the statistics about the CMSD District.

Financial Overview

Total revenue	$1, 074,452,401.21
General Fund (Operating budget)	$ 724,706,151.21
Capital/Facilities budget	16.6%
School Based budget	$ 291,219,898.84
IT budget	$1.5M-$2.0M annual
Note: CMSD operating under a distributed school based budget which requires allocation on a per pupil basis with subsequent integration of over 100 school budgets into the district's general fund budget	

CMSD Background

"Under pressure from state standards-based reform and No Child Left Behind, and with increasing competition from schools of choice, urban school districts are looking for ways to offer a high-performing mix of schools that meet the diverse needs of their communities." CRPE

It is an historic time for CMSD and for Cleveland. Guided by The Cleveland Plan for Transforming Schools, and supported by enabling legislation which offers our leaders new, modernized work rules, new management flexibilities, we are now well positioned to dramatically improve results. At the heart of this work is one simple goal - "get more kids in better seats more quickly!"

During the last 12 months, while aligning with the themes outlined in "The Cleveland Plan," CMSD has started the dramatic, multi-year transformation from a traditional school district to a more agile, higher performing, enterprise-model known as a "Portfolio District." This evolution shifts control of academic outcomes from the District's central office and transfers it to schools. This shift is based on a theory of action and a belief that principals, teachers and families - those closest to the students - are best positioned to make decisions for their schools. School leaders

are provided control and flexibility over resources including time, talent, and learning models while committing to be accountable for improved student outcomes. At the same time the role and expectations for the Central Office is also being reimagined.

The Cleveland Plan specifically describes several key organizational behaviors for the District Office to accelerate the redesign. As with other government agencies and businesses that have shifted to performance-based accountability, the district is shifting from traditional compliance-based management to a new performance-based accountability. To accomplish this transition CMSD must develop necessary technical and staff capacities and organize to:

- "Focus district office on key support and governance roles and transfer authority and resources to schools"
- "Invest in high leverage system reforms across all schools"

The evolving district portfolio resembles an enterprise business and is similar in many ways to a higher education university or college's model as opposed to a traditional geographic feeder-pattern urban or suburban school district. To support this model, the district must build, deliver and improve on common operational and business processes that can be leveraged by all schools to simplify their operations.

Traditional information and business system stovepipes delivering a small segment of the work while requiring dedicated management and support cannot provide the level of integrated service needed to support the new portfolio model. Instead these district enterprise processes (i.e. procurement, accounts payable, budget, position management, candidate screening, hiring, compensation, time & attendance, employee development, separation) must operate in an integrated solution, create operational efficiencies for the users, be simple, consistent and cost effective, be easily improved, and yield high quality, accurate data to allow both schools and central office to conduct predictive analysis in support of school performance assessments and student success.

As in a business enterprise or higher education model, CMSD must provide over 100 individual schools operational tools and detailed information at the same time as compiling and generating district -level performance and outcome data for use by the district and external support and reporting agencies such as the state and federal government.

CMSD is seeking an integrated Human Resource and Financial Information system to dramatically shift the work process and flow of information to support the transformation to a Portfolio Model School District. Solutions should offer scalable structures that provide maximum flexibility to meet rapidly changing educational needs. Offerings should reflect best business practices in each functional area. Designs should reflect an understanding of the dynamic business environment required to support a large public urban district and should deliver a user friendly set of tools that allows schools and the district to focus on its core business of student education.

CMSD Organizational Chart

CMSD has set up an organizational structure that includes a steering committee and a core team for the Integrated HR/Finance System project. The steering committee includes the Chiefs of IT, Finance, HR as well as the Director of Procurement. An enterprise architect and ERP project manager will be hired by the start of the project. Staff from each of the functional areas will be assigned to support the system development and implementation of each functional area. The organizational chart illustrates the team structures and each functional area that will be represented. The vendor will work with the CMSD ERP project manager as the primary point of contact, with regular meetings scheduled for the entire team, functional teams, and the steering committee as necessary.

SECTION 5: PROBLEM STATEMENT

Similar to many public sector organizations, the current state of affairs at CMSD is the result of years of using processes and procedures that, while effective for their initial purpose, are antiquated, inefficient and ineffective for their current needs. While the existing processes may complete the task at hand, both process and existing CMSD systems need to change to modern approaches, processes and state-of-the-art technology to meet the demands and the changes required at CMSD. At the end of 2013, CMSD completed a data diagnostic study, and in early

2014 a current and future state process study for Human Resources to develop a plan to move forward.

Below are some of the key problems with the existing systems:

- Certain systems do not interface in a way that takes advantage of enterprise-class system strengths.
- Although some processes are automated, numerous manual processes still exist throughout the District. In some cases, this results in duplication of work or re-work and delays in processing information.
- The District is limited in its ability to share data for analysis and sees an enterprise environment as a method that will help improve the quality of data.
- There are limitations in the District's ability to accurately track the status of transactions and to report on activities or provide metrics for these items.
- Some work has been done to document current state and some future state workflows of processes, though the ideal future state is yet unknown due to limitations in current technology.
- Limited staff and antiquated systems put the District at risk in terms of system maintenance, operation, and integration.

The CMSD Enterprise Resource Planning (ERP) system project includes, but is not limited to an integrated Financial and Human Resource (HR) system with a common database, real-time view of data and transactions, technologies that support ERP systems, strategies designed to optimize ERP services, ability for transactional and aggregated reporting, and ability to integrate with other systems and the CMSD data warehouse. The District is looking for a vendor who can meet the requirements of these processes and make recommendations for improving upon these processes based on best-in-class systems. The purpose of this contract is to document processes, acquire, implement and train the District on an Enterprise Resource Planning (ERP) solution that allows the District to have an integrated view of all the business processes and other sub-processes for the various departments within the District. Lastly, the solution should provide the District access to technology that can be sustained over time including the ability to easily maintain, upgrade, and integrate as the District evolves.

SECTION 6: SCOPE OF WORK

The District is interested in executing a contract or contracts with a software vendor, who will, at a minimum, meet the requirements set forth in all of the below paragraphs.

It is imperative that the proposed ERP solution be compatible with other District strategic information technology initiatives and incorporates the following assumptions:

- The District ERP core functionality will be implemented in 18-24 months, the full solution will be highly functional within 24 months
- The vendor will follow best practices as relates to HR/Finance system development
- The vendor will follow best practices in regards to software implementation and training

- The vendor will identify opportunities to optimize system benefits
- The vendor will create an implementation and change management plan that reduces risk
- The vendor will demonstrate a commitment to user training and knowledge transfer
- The vendor will design a tiered level of support for CMSD

The ERP system will be implemented across CMSD administrative office and school buildings and will have an impact on every District department and employee. The ERP system must at a minimum cover the following areas:

Related Finance Areas	**Related Human Resource Areas**	**General System Areas**
• General Ledger	• Position Management	• Document Management
• Budget Management	• Recruitment	• Performance Management/Reporting
• Cash Management	• Onboarding	
• Accounts Payable	• Core HR functions (e.g. employee records, teacher tenure status, worker compensation, union contracts, grievances, licensure & certification)	
• Purchasing	• Employee/Manager Self Service	
• Fixed Assets	• Compensation	
• Grant Management	• Benefits	
• Payroll Administration	• Leaves of Absence	
• Time & Attendance	• Performance Evaluations*	
	• Retirement/Separation	

* The solution must have performance evaluations for general (non-teacher) staff. Though, the District is also interested in reviewing solutions that can accommodate both teacher and non-teacher performance evaluations.

In addition, the District is interested in reviewing solutions for the following areas. Note that these modules are not required. If a vendor does not offer these modules, please state this in your proposal.

- Succession Planning
- Learning Management System
- Inventory Management
- Projects Management
- Work Order Management

In addition to technical features, the vendor should describe their solution and implementation process in these areas.

SECTION 7: TECHNICAL REQUIREMENTS

Proposed Technical Solution

CMSD is looking for a fully integrated ERP solution. The software solution must be able to handle all the functionality required by CMSD in the various functional areas of Finance and HR including those listed above in Section 4. All the functional requirements listed in Appendix A – Requirements Matrix must be included either as in integral part of the software solution or as a third party integration. If the proposal contains third party software, you should have experience integrating with this software on another project.

System Implementation

The District requires that the vendor and its subcontractor provide both the software and the implementation services for this project. The District expects that a project of this size will require a phased approach. Implementation should follow the best practices for an ERP implementation. It is the vendor's responsibility in their proposal to outline which modules/processes are implemented in what order and the logic for that sequence. ERP core functionality should be implemented in 18-24 months with the full solution highly functional within 24 months.

The District expects the vendor to utilize a discovery phase to work with the functional teams to review processes and document future state processes, based on best practice systems, not recreating current state processes.

The District expects vendors to follow an approach that reduces risk, ensures a high-quality implementation, moves at a rapid pace, and is strategically planned to make transitions as seamless as possible. The District prefers the transition of Finance modules to be at the start of the fiscal year (July 1). Alternatively, Finance modules can be transitioned at the start of the calendar year (Jan 1). Human Resources modules can be implemented in fall or winter; implementation would be more challenging in spring or summer.

Software Lifecycle

The District requires that the vendor describe the software lifecycle of their product including version control and any planned future releases and functionality. CMSD is looking for a long-term, sustainable solution that will meet the growing demands and changes of CMSD. Therefore, the solution provided must not be limited in its ability to grow and change over time. CMSD wants to engage with a vendor that uses standard software development and implementation practices.

Architecture

The vendor should describe what is required (e.g. infrastructure, hardware, software, etc.) for the District to acquire in order to implement the vendor's solution. The District prefers that vendors detail both SaaS (vendor hosted) and on-premise (CMSD hosted) solutions in the proposal.

For on-premise solutions, the vendor should describe how they will work with the District to make recommendations for the proposed environment. The vendor should describe all necessary environments needed for not only the implementation, but also the long term sustainability and maintenance of the system. This should include but not be limited to the test environment, training environment, and production environments necessary to ensure there is version control, proper testing, and vetted code in production. The vendor should be clear to describe how this architecture is designed in both a SaaS and on-premise solution.

Interfaces

The new ERP system should replace a majority of the Finance and HR systems within CMSD's current environment. However, there are a few systems that the ERP system will need to interface on a short term basis prior to replacement.

Refer to the current-state diagram below, which includes systems that have run their useful life and need to be replaced and systems that need to be integrated in order to develop streamlined workflows.

CMSD Data Systems Diagram – Current State

The following systems will be replaced with the new ERP system:

- CIMS (EMS and FMS) AS400 – Finance and HR management systems
- OnBase – accounts payable workflow and document management
- MyBudgetFile* – tool for budget preparation
- Kronos – attendance/time tracking for bus drivers
- ATAS (CMSD developed system) – attendance/time tracking for all other employees
- ESWeb – school rosters
- Benefits (CMSD developed system) – employee benefits
- AppliTrack* – candidate recruitment, application, and selection
- TruenorthLogic* – observations, learning management system

*Initial phases may begin as integration with these systems, with a long-term plan to replace.

The following is a representation of a future state diagram once the ERP system is fully implemented. Note that this diagram is subject to change as there may be changes to other existing District systems during the timeframe of the ERP system implementation.

The new ERP system will need to integrate or exchange data with at least the following systems:

- FIM
- IdentiPhoto
- TruenorthLogic*
- AppliTrack*
- eSchoolPlus
- Ed-Fi data model (see Appendix B for further details)
- Inventory Management Systems - Winsnap
- State Reporting – EMIS, ETPES, CCIP
- Outlook Exchange Server
- Footprints or similar system for technical support

*Initial phases may begin as integration with these systems, with a long-term plan to replace.

In addition, the vendor should provide details on any interfaces with third party software that you are proposing.

Data and System Functionality

As stated previously, the District currently functions with multiple systems and manual processes that require multiple points of re-entering data and do now allow for a comprehensive view of the District's data. The District is seeking an integrated HR and Financial Information system to dramatically shift the work process and flow of data.

The vendor should describe how their solution functions and addresses each module listed in Section 4: Scope of Work and how these modules are integrated. The District wants to make sure that duplicate keying will not be required in multiple systems.

The District requires that history of changes (e.g. salary, position) be maintained and accessible in the system. The vendor should describe what data history is maintained, how it is accessible, and who can access it.

Configuration/Customization

While CMSD would like the majority of the software and functionality to be "out of the box" and included in the base product, the District also understands that there may be a need to configure the system. The vendor should describe their process and approach to configuration – including how configuration requirements are gathered and confirmed, how and when configurations are implemented in the system, who has the ability and responsibility to make configuration changes, and how configuration changes are confirmed.

The vendor should describe the process and approach for how configuration changes are made *prior* to system implementation and how these changes are made *post-implementation*.

Compliance with State Mandates

The system shall functionally meet all Ohio Revised Code, Ohio Administrative Code, and Ohio Department of Education requirements. Vendors must include in their bid how State mandated changes (including legislative, judicial or administrative) will be incorporated into their software.

Business Process Framework

Existing tools within CMSD limit the ability of CMSD to have integrated workflow between processes and systems. The District prefers that the system solution supports electronic workflow throughout all suites/modules/applications and allow for multiple approval flows.

The District prefers that the system come with a library of canned workflow models that have been specifically developed for the workflow application. These pre-developed models should be available as a starting point to allow the District to modify and refine them to their own needs. The District would also like to understand what user roles have the capability to setup and modify workflows.

Flexibility and Scalability

CMSD is asking the vendor for standard functionality for the majority of Finance and HR modules. However, while the District wants to have a standard, best practice based designed, solution, it is critical there is some flexibility and scalability to the solution. The vendor should describe how the solution can scale to accommodate CMSD requirements and users. Vendors should also discuss the level of customization that can be implemented and what limits there are to customizations.

Security

A high level of system and data security is a critical attribute of all District systems. Vendors should describe their security policies and protocols to ensure that District data would be protected. This should include: how you protect your systems from viruses, backup procedures, access logs, data store and transfer processes, and accessibility of audit trails.

Data Ownership

The District will maintain ownership of all its data. No District data should be made available or accessible to any third party organization or data source other than those that have been authorized through this contract to work with the District and the chosen vendor. In any case that a contract between the District and vendor is discontinued, the vendor must provide the District all of its data within 30 days of the termination of the contract. Vendors should discuss in detail the protocol they will use to provide data to the District should the District and the vendor discontinue a contract.

Disaster Recovery

The vendor should describe disaster recovery plans and policies to ensure that any system the District purchases will be secure and available. The disaster recovery plans should include detail on all the off-site or redundant facilities, processes, and services the vendor has in place to ensure the District's system and data are secure.

Performance

The ERP system will be critical to the District's operations and must be available to carry out processes such as financial closing process, time entry by deadlines, payroll administration, etc. Therefore, the District needs to understand service level agreements (SLA) that the vendor will commit to and performance the vendor has for clients, including system availability and performance monitoring processes. The District expects a SLA with 99.99% system availability for a solution that is hosted by the vendor. In addition, vendors should provide detail about system maintenance windows and how these are planned and communicated to clients.

SECTION 8: TROUBLESHOOTING / TESTING / GO-LIVE REQUIREMENTS

CMSD expects the vendor to have robust testing procedures and plans to ensure that the system meets requirements and that defects do not escape to the end user. The vendor will take the lead in testing the system with assistance from District staff.

The following are expectations of troubleshooting and testing:

- The vendor will provide an automated troubleshooting procedure in which defects and fixes will be identified and remediated in an expeditious manner.
- Critical problems or issues that impact the implementation schedules of any component and/or District primary business functions must have a reliable and technically sound response that allows the District staff to interact directly with the solution provider's application developers and analysts in order to achieve a rapid solution.
- Vendor will fix bugs and provide solutions in a timely fashion and provide status reports during testing and implementation.
- The provider should perform regression testing with input from the District contact and produce documented and approved test results before migration into the production environment for the initial go-live and for any future releases.
- The District requires that the vendor perform load testing prior to go live.
- Test plans must also include testing of all system integration points (e.g. data transfers).

SECTION 9: MAINTENANCE / LICENSING / WARRANTY

- The vendor should provide a test, training, and production environment.
- The software maintenance agreement must cover a twenty-four (24) hour, seven (7) days a week operating window (7/24). The vendor must correct any material programming errors that are attributable to the vendor within a reasonable time, provided the District notifies the vendor, either orally or in writing, of a problem with the software and provides sufficient information to identify the problem.
- The vendor's response to a programming error or defect will depend upon the severity of the problem. The vendor should specify how priority 1, 2, 3, 4, system outages, etc. are escalated and resolved.
- The vendor must identify all prices associated with the ERP system licensing, both start-up and continuing, from installation and initial configuration, including on-going prices associated with yearly updates and enhancements for a period of at least five (5) years.
- All software components must carry a warranty of three (3) years. The warranty period is to begin on the day of system acceptance, not the day the software is loaded on the system. The bid must state the period covered by warranty.
- Hardware and software utilities provided by the vendor must be warranted for a period of five (5) years with a minimum of four (4) hour response time, on-site service.
- The bid must show fixed maintenance prices for three (3) years following the warranty period, and a fixed price for two (2) additional one-year optional agreements that may be executed by the District.
- The District recognizes that some vendors offer maintenance agreements that cover multiyear periods but require the payment to be made at the time of acceptance. The District encourages vendors to provide these maintenance options, but for evaluation purposes, the “year at-a-time” prices will be used. If the selected bid includes the discounted, multi-year maintenance agreements and if the total price of the bids fits within the guidelines of the approved expenditure, the District may take advantage of

that maintenance option. If a mandatory license agreement is required, then the vendor must list the price on a yearly basis.

- The vendor must provide maintenance during the warranty period at no cost to the District. That maintenance program must include all new releases, updates, patches, and fixes to the Commercial Software. It also must include a commitment to keep the software current with the operating environment in which it is designed to function and a commitment to promptly correct all material defects in the software.
- The warranty must include updates that are dictated by the State of Ohio. If changes are made to the tax laws effective for the tax year of implementation, the warranty must specify that the vendor will make these changes at no additional charge.
- The vendor shall provide fixed prices for the system source code and any associated development licenses for updating the source code.

SECTION 10: TECHNICAL SUPPORT REQUIREMENTS

- CMSD seeks a vendor to provide direct technical support to end users through the first year after core ERP system implementation. After the first year, support may be transitioned to CMSD to provide technical support to end users, while the vendor will continue technical support to system administrators.
- Vendor will integrate with CMSD help desk system – i.e. Footprints. The District will inform the vendor of the help desk system prior to implementation.
- Technical support shall include end user system inquiries, troubleshooting end user system issues, system administrator inquiries and requests, and addressing reported system issues.
- The vendor should provide the District with reports on technical support requests and resolutions, including but not limited to time to resolve, issue category, resolution.

SECTION 11: CHANGE MANAGEMENT / TRAINING / DOCUMENTATION REQUIREMENTS

The ERP project will have impact across CMSD administrative office, all school buildings, and every District department and employee. The ERP system will replace systems and processes that have been in the District for a long period of time. The District recognizes that a significant change management effort is necessary for the project to be successful. Therefore, the District would like the vendor to provide change management and training services to support the system implementation.

- Vendor should provide change management processes, tools and techniques for managing the people-side of change.
- Vendor should specify if they are proposing a third-party to provide training and/or change management services.
- The vendor must provide on-site ERP system implementation, application and system training prior to and during system implementation and additional training support for one year after the system is operational. This support will be scheduled to meet the

needs of the District. The vendor must provide all training materials to CMSD for future trainings.

- Vendor must provide training for all designated District ERP system user employees. Training must be provided for all application software.
- The vendor must prepare and provide a training plan with scheduled dates, time frames and locations. All training must be done at District sites. The training plan must be submitted for approval and included in the overall implementation plan. A training course curriculum must also be submitted and approved by the District.
- Documentation for the utilization of all Vendor supplied software must be provided. Documentation shall be submitted to the District for review and approval before distribution to users. Vendor is responsible for updating documentation to reflect any District approved changes/corrections which may be required after initial distribution.
- Training must be available for four categories of employees: Heavy System Users, General System Users, System Administrators, and System Developers. Heavy System Users include staff from Finance and HR that use the system as part of their job function (e.g. Accounts Payable, Budget, Recruitment). This will include approximately 300 employees in total. General System Users include all staff that will use employee and manager self-service functions. System Developers are required to be able to perform system enhancements on licensed commercial software and system modifications on custom software where the source code has been provided to the District.
- Training methods for General System Users should be covered through recorded modules that can be viewed online, user guide documentation, and train-the-trainer. Methods for all other categories should include in-person training as well as other training methods.
- Training must include the utilization of process flows, all screens and execution of all reports.
- A separate curriculum must be developed for the ad-hoc reporting utility. Users must be able to develop their own ad hoc queries without assistance from IT personnel.
- Training will include the designated Department of Information Technology personnel. The curriculum and documentation must include utilization of any end-user tools. This includes both System Administrators and System Developers as applicable to the system proposed.

SECTION 12: HISTORICAL DATA IMPORT REQUIREMENTS

The District has a need to move data from historical systems to the new ERP system for the purposes of reporting and inquiries. The vendor will work with the District to review applicable data sets and develop a detailed plan for importing historical data based on how the District needs to access and use this data.

The District plans to transfer two years plus current year's data to the new system. The following are types of systems and data that will need to be imported into the new system.

- **CIMS (EMS) / AS400**
    - Employee records (all current and past – including "do not hire" DNH records), Compensation data, Leaves of Absence, Employment history – include all payroll data- transactions, registers
- **AS400/CIMS (FMS) / AS400 – Finance data**
    - All General Ledger accounts, Journal entries (activity and budget) and related documents, all transactions for General Ledger – expense, encumbrance and cash receipts, A/P transactions –invoice header and lines, check registers- issued and voided, purchase order records – header and lines, purchase order approval records, purchase order receiving records, budget records, student activity data, life to date records (either integrated into or maintained separately from G/L), CFAP files if not covered in history, Account code restrictions
- **MyBudgetFile**
    - Budget records
- **OnBase**
    - A/P invoice, utility invoice, resolution and supporting documents, voucher supporting documents and vouchers, FIN403B, Journal entry supporting document, vendor request form, W-9's, Human Resource documents – 27 types, Payroll documents- BWC salary and wage, check write, contract, correction, deceased employee, deposit and service, direct deposit voucher, garnishment support, grievance, HR correspondence, incident form, overpayment letter, payroll runs, payroll audit, severance, W-4, IEP, Office TimeSheets, Payroll Substitute
- **AppliTrack**
    - Job descriptions, job postings, applications
- **Benefits** (home-grown system)
    - Benefits records
- **Truenorth Logic – Observations (for Performance Evaluation module)**
    - Teacher observation records (numeric and text), Principal observation records (numeric and text)
- **Truenorth Logic – Learning Management System**
    - Course information, Course Attendance
- **Kronos**
    - Time/attendance (bus drivers)
- **ATAS** (home-grown system)
    - Time/attendance (all employees)

The vendor will work with CMSD to cleanse and prepare data for import. The vendor shall include historical data import in the project plan and testing plan. Historical data will be

imported on a rolling basis, based on the implementation schedule of various modules of the system. The vendor should specify costs for historical data import in pricing.

SECTION 13: PROJECT MANAGEMENT REQUIREMENTS

The District expects the vendor to project manage all phases of the project from project kick-off, discovery, design, development, testing, implementation and post-implementation support – including change management and training. The vendor's project manager will work closely with the District's ERP Project Manager to coordinate all aspects of the project. The vendor's project team should be readily accessible to the ERP Project Manager and plan to be onsite at the District as necessary for project kickoff, business process mapping, requirements gathering, functional team meetings, system reviews, user acceptance testing, training, etc.

The vendor should provide a platform for the District and the vendor to collaborate together in order to complete the project most efficiently and effectively. This platform should assist with, but not be limited to, the following:

- Project Status Updates
- Progress to Major Milestones and Deliverables
- Expense and Budget Tracking
- Risk Management
- Issues Management
- Resource Management
- Documentation and File Sharing

The vendor should plan to develop a means of communicating project status to the District – including ERP Project Manager and Steering Committee with at least weekly progress reports throughout the life of the project. The vendor project manager should communicate all issues, risks, progress to plan and timeline, system changes, etc.

The vendor must also provide an escalation point of contact for the District.

SECTION 14: PROJECT PLAN & STAFFING PLAN REQUIREMENTS

A project of this size requires a phased-in approach to the implementation. The District would anticipate the first phase to start during the first half of 2015. The vendor should outline how and when they will implement each of the modules/functions of the system and in what phase. The District anticipates the core ERP functionality will be implemented in 18-24 months, with a highly functional system in place in 24 months.

The vendor will lead and manage the project from project start through full implementation. The vendor will provide staff with appropriate and relevant background and experience to support all areas of the project (implementation, customer service, training, ongoing, etc.).

The vendor will develop a detailed project plan, covering all areas of work on the project, to be approved by CMSD. This plan will be tracked and managed by the vendor and shared with CMSD.

The District anticipates providing internal resources to assist with the ERP implementation. Personnel from the key areas will provide functional leads and the Department of Information Technology will provide technology contacts. Specific contacts and personnel requirements will be addressed in greater detail as the project schedule is established.

In order to complete the project on-time and on-budget, the vendor should ensure that staff, equipment, research tools and administrative resources are adequately assigned to the project and ensure the quality and appropriateness of technical or support staff assigned.

SECTION 15: REFERENCES

The vendor must have demonstrated, through their technical proposal and through references, the vendor's ability to complete a project the scope and scale of the CMSD ERP project. The vendor must be able to show how projects have been completed on-time and on-budget with similar staffing and resource allocation.

CMSD seeks to contract with a vendor that has experience working with the Public Sector (i.e. federal, state or local governments, K-12 school districts) and has successfully implemented a complete ERP solution in an entity of approximately the same size. The District is not accepting proposals for beta testing applications.

The vendor must provide four (4) references of implementation of their solution within the PUBLIC SECTOR. In addition, if working with a subcontractor, one (1) of those public sector projects referenced should be a project in which the prime and the subcontractor have worked together. Additional weight will be given to responses that have implemented in a school district the scale of CMSD, however it is not mandatory.

Ideally, if the prime vendor is proposing to use third party software tools (as indicated in their response to the Requirements Matrix in Section 13 of their proposal – see RFP Part 2, Section 13), then a reference including the use and implementation of the proposed third party solution should be included.

A vendor's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and the proposal will be rejected.

SECTION 16: FINANCIAL STANDING

The vendor and all their subcontractors and any third party solutions must be in good financial standing. CMSD requests the most recent, plus prior two years Audited Financial statements of the primary vendor as evidence of sound financial standing.

PART 2 – RFP SUBMISSION REQUIREMENTS

Part 2 of the RFP provides a detailed set of directions which the vendor will use to prepare their response.

SECTION 17: DISTRICT'S RESERVATION OF RIGHTS

- The District may evaluate the qualifications and experience based on the anticipated completion of all or any portion of the project. The District reserves the right to divide the project into multiple parts, to reject any and all qualifications and re-solicit for new qualifications, or to reject any and all proposals and temporarily or permanently abandon the project.
- All proposals must include separate cost proposal that is inclusive of all costs proposed for this project, including any third party software required for successful implementation.
- The District intends to award one contract to one vendor for all service areas.
- Alternatively, the District may, at its sole discretion, award multiple contracts per service area, or may award one contract for all service areas.
- The District makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.
- The District is not responsible for the cost of preparing or submitting this RFP.
- The District is not responsible for the cost of any demonstrations or review of the products and services that may be part of the evaluation process.

SECTION 18: MINIMUM VENDOR QUALIFICATIONS

CMSD seeks to obtain a comprehensive RFP response that consists of the ERP application software solution, system integration services, and any third party software that is being recommended to implement a fully functional ERP system that includes integrated Human Resources and Finance systems. Only vendors who have provided ERP SaaS (software as a service) AND successfully implemented ERP systems in a public sector agency of equal or greater size than CMSD should respond.

A vendor must bid on ALL aspects of the project. Proposals containing only partial solutions (e.g. only Human Resources Functions or only Finance Sections) will be rejected.

The district prefers that vendors providing proposals to the District be headquartered in the United States of America.

Primary Vendor
The Primary Vendor is defined as the sole party to the contract with the District and the sole point of contact for the District, who is accountable and responsible for the successful integration of all solution components being proposed.

Subcontractors
Subcontractors may be used to perform work under this contract. The substitution of one subcontractor for another may be made only at the discretion of the CMSD project manager, and with prior written approval from the project manager. The primary vendor will be responsible for the subcontractors meeting all terms and conditions of the specifications and the contract.

SECTION 19: EVALUATION PROCESS

All proposals will be reviewed by an evaluation team to determine if the proposals are responsive to CMSD's needs. The evaluation process will be completed in four parts:

1. Review & scoring of the proposal
2. Review & scoring of the cost proposal
3. Reference checks
4. Vendor Demonstrations

The evaluation of proposals will be based on the following areas:

- Completeness of the Proposal
- Company History & Background
- Project Methodology & Project Management
- Technical Solution
- Technical Support
- Experience and Qualifications
- Cost Proposal
- References
- Interview/Presentation

In light of the complexity of this project, CMSD will evaluate proposals in multiple phases. Each evaluation round will have its own unique scoring criteria. The final evaluation scoring will be cumulative of all rounds.

Upon review of vendors' proposals, a minimum of the three top ranked qualified respondents will be invited to the next phase of the evaluation. CMSD will call vendor references and rate the vendors based on feedback from the references. CMSD staff will conduct these reference checks as a team and use the same script for each reference check.

Upon completion of the reference checks, CMSD will request a technology demonstration by the vendor and any subcontractors to review the software proposed, the implementation methodology, meet the project team, address additional questions, and review in depth demonstrations. A technical review with emphasis on configurability, DBM implications, as well as testing methodologies, will also be conducted. CMSD will provide each vendor a detailed script for their demonstration to ensure that all demonstrations cover the relevant functional areas and issues required by the District.

The District will then rank the remaining qualified respondents based on proposal, cost proposal, references, and demonstration in order to identify the proposal that provides the "best value." The evaluation process is designed to award the contract to the vendor with the best combination of attributes based upon the evaluation criteria, not necessarily to the vendor with the lowest cost.

The team will rank proposals, and negotiations may be undertaken with the top ranked vendor. If agreement cannot be reached by a mutually agreed upon date, negotiations may commence with the next highest ranked vendor at the District's discretion.

SECTION 20: PROPOSAL FORMATTING & SUBMISSION

PROPOSAL SUBMISSION REQUIREMENTS

The District discourages overly lengthy and costly proposals. In order for the District to evaluate proposals fairly and completely, vendors should follow the format set forth herein and provide all of the information requested.

Proposals that do not adhere to these formatting requirements may be considered non-responsive.

All Proposals shall be made upon the Proposal Form(s) furnished. All information requested in the proposal and in the proposal package must be filled in legibly and completely with blue ink signatures, or the proposal may be considered non-responsive. No oral, telephonic or telegraphic proposals or modifications will be considered. **Proposal name: Integrated Human Resources / Finance System and number: #21147 must be on outside envelope of submittals including shipping labels.**

Proposals are due at the Cashier's Office of the Board of Education, Cleveland Metropolitan School District, Administration Building, 1111 Superior Avenue E, Suite 1800, Cleveland Ohio, 44114, on or before **1:00 pm** current local time on **December 8, 2014.**

All submissions must include **One (1) bound original, with blue ink signatures, Ten (10) bound hard copies, and one (1) electronic copy on CD or flash drive.** Vendors not complying with this requirement will be notified that they have twenty-four (24) hours in which to comply with this requirement or their Proposal will be **disqualified.** This applies to **copies only**.

All written questions shall be directed to the Purchasing Division via fax/email to: 216-436-5118 or **Denyse.Hirsch@clevelandmetroschools.org.** Written questions will be accepted via e-mail or fax until **12:00 pm November 5, 2014.** The District will **NOT ACCEPT** any telephone calls regarding any of the submittals and/or "short lists." Under no circumstances should any firm interested in providing the services identified in this RFP, their designees, or anyone affiliated with their form, contact any other District employee or official during the RFP process, in an attempt to lobby or influence the selection of a vendor pursuant to this RFP. No oral, telephonic, telegraphic, or electronic modifications will be considered. All materials submitted are as is.

There will be a pre-proposal meeting at **1:30 pm on October 31, 2014**. The meeting will be held in the 5th floor conference room at 1111 Superior Avenue E, Cleveland, Ohio 44114.

The District reserves the right to reject any and all Proposals, to waive any and all informalities or irregularities, and to disregard all non-conforming responsive conditional proposals.

Proposer understands and agrees that subsequent to submission of the Proposal, any District resolution authorizing the award of a contract or agreement does not vest any contractual rights in the bidder.

Proposer understands and agrees that any such District resolution operates only to encumber funds necessary for the project and does not create a binding contract.

Proposer further acknowledges and agrees that any such District resolution may be revoked, at any time prior to execution of a formal, written contract.

The District is under no obligation to purchase materials or services proposed in the RFP. Vendors acknowledge and agree that it has no vested contractual right until such time as a purchase order and contract have been issued. Proposer further acknowledges that execution of a contract and issuance of a purchase order is not a ministerial function, but is a formal requirement for acceptance of the proposal.

Each Proposer is liable for all proposal errors or omissions. A Proposer shall not be permitted to alter or amend proposals documents after the Proposal Deadline time and date detailed in the RFP unless such is formally requested, in writing, by CMSD.

Vendors must present evidence to the District, upon request, that they are fully competent and have the necessary facilities, equipment and financial resources to perform the work required in the Specifications within the time frame required.

No binding of any kind should be used: use only binder clips. No staples, no paper clips, no binders, no tabs should be used; use colored paper to separate sections. Failure to comply with submission formation may result in the submittal being disqualified.

All handwritten entries on the proposal forms must be clearly written and entered in indelible ink. Any handwritten corrections (e.g. cross-offs) and/or changes must be initialed by the proposer. Ditto marks or continuation lines are not acceptable responses for requested information.

No Proposal may be withdrawn for at least ninety (90) days after receipt of proposal at **1:00 pm** current local time, on **December 8, 2014.** Proposals must remain open and valid for ninety (90) days from the opening date, unless the time for awarding the contract is extended by mutual consent of the District and the vendor.

Vendors may withdraw their proposals any time before proposal opening date by providing written notice to the Purchasing Department before the time and date set for the proposal opening (December 8, 2014 at 1:00 PM). Withdrawal of a proposal after the proposal opening exposes a Vendor to legal liability for sanctions, including costs for re-posting.

All Proposers are responsible for all costs (including site visits where needed) incurred in preparing or responding to this RFP. No costs will be paid to Proposers to cover the cost of preparing a proposal or procuring a contract for services or supplies pursuant to this RFP. All materials and documents submitted in response to this RFP become the property of CMSD and will not be returned.

PROPOSAL CONSTRAINTS

- The Vendor must comply with all laws, rules and regulations dictated by the Board of Education of the Cleveland Metropolitan School District, City of Cleveland, the State of Ohio or the United States Federal Government.
- The Request for Proposal shall cover all the necessary topics and be reasonable in length. Diagrams, illustrations and supplemental information may be provided, however it must be relevant to the information requested by CMSD. The desired page limit for a proposal is 150 pages. The Cover Letter, Table of Contents, Reference Sheets and Resumes do not count toward that 150 pages limit. Any forms required by the District do not count toward that limit.
- Appendices may be added, however the appendices must be clearly referenced in the text and do not have to be read by the team. Appendices are for supplemental or additional information. All information requested in the RFP must be answered in the main body of the text.

- By submitting qualifications in response to this RFP, respondents accept the evaluation process. The respondent also acknowledges and accepts that determination of the "qualified" firm(s) will require subjective judgments by the District.
- CMSD will only accept proposals that cover all of the major components requested in the RFP including:
    - Project Management and Implementation
    - Change Management & Training
    - Finance System
    - HR System
    - Technical Support
- Vendor shall not include Ohio Sales Tax in the price quoted. The District will provide tax exempt certificate to the successful Proposer.
- Vendor's personnel and subcontractors on CMSD site will be required to meet security requirements. Vendor agrees to successfully complete background checks on all of its employees, agents and subcontracts who provide services on site under this Agreement. Vendor agrees to warrant that it will not at any time hire or utilize any individual to provide services under this Agreement on CMSD premises where such person has been convicted of, or pleaded guilty to, any criminal offense enumerated in ORC 3319.39(B).
- The successful Vendor and their subcontractors, including organizations having personnel, equipment and vehicles on District property, shall provide evidence of insurance as follows:

Commercial General Liability $1,000,000.00 Limit of Liability	-	including limited contractual liability (per occurrence)
Automobile Liability $1,000,000.00 Limit of Liability	-	including non-owned, and hired (per occurrence)
Workers Compensation	-	Workers compensation and employer's Insurance to the full extent as required
Professional Liability 100% of awarded contract amount	-	including Cyber Insurance

This requirement must be fulfilled by the successful vendor providing the Purchasing Office of the CMSD with a current Certificate of Insurance (standard ACORD form), showing the Board of Education of the Cleveland Municipal School District as an additional insured (Certificate Holder does not constitute being an additional insured), within five (5) days of Notice of Intent to Award Agreement. The certificates of insurance shall contain a provision that the policy or policies shall not be canceled without thirty (30) days' prior written notice to CMSD.

The required insurance must be provided by a company licensed by the State of Ohio, which company must be financially acceptable to CMSD.

- This project requires a commitment of a software escrow account. See Appendix C for Software Escrow Agreement.
- In submitting a proposal, Vendors agree, unless specifically authorized in writing by an authorized representative of CMSD on a case by case basis, that it shall have no right to use, and shall not use, the name of Cleveland Metropolitan School District, its officials or employees, in any advertising, publicity, promotion, nor to express or imply any endorsement of Vendor's services.
- CMSD has a Diversity Business Enterprise and Affirmative Action Program in effect. Information about this program and forms for compliance are set forth in Appendix C. All vendors submitting a proposal must complete the appropriate forms and submit same with their proposal.
- A Performance Bond or certified check, made payable to the Treasurer of the Cleveland Metropolitan School District, in a sum equal to 100% of the total contractual award shall be provided by the awarded vendor. The bond or check shall be conditional on the faithful performance of the work in accordance with the scope of work and specifications, and will remain in the possession of the District for the term of the contract and material warranties, whichever is concluded last. Such bond or check shall also indemnify Cleveland Metropolitan School District again such damages as may be suffered by failure to perform such contract according to the provisions thereof and in accordance with all Contract Documents, including scope of work and specifications. Any submitted bond must be executed by a surety company authorized to do business in the State of Ohio. The bond shall be notarized with the corporate seal and the bonding company seal. The bond must be accompanied by 1.) a certified power of attorney for the agent to sign the bond and 2.) a certificate of compliance for the bonding company from the State of Ohio, Department of Insurance

  If the awarded vendor fails to satisfactorily perform the contract, the bond company which provided the performance bond to obtain timely performance of the Contract.

PROPOSAL RESPONSE FORMAT REQUIRED SECTIONS

The following sections must be included in the vendor's proposal to CMSD to be deemed complete. All material must use the same numbering provided in this section. Each section has been labeled with bullets describing what information the vendor should provide in the text of their response. The vendor should provide at a minimum this information but should use these sections to describe in detail their solution. CMSD will use this outline and the requirement items in Part 1: Background and Scope of Work to determine if the vendor has provided a responsive proposal. Please ensure that your team has also read Part 1: Background and Scope of Work as it provides the CMSD context in which the system will be implemented and CMSD's expectations for a tool and project management.

PROPOSAL SECTION I - INTRODUCTION

Section 1.1 Cover Page

This must include the RFP number, title and complete vendor name and mailing address.

Section 1.2 Cover Letter

The cover letter should be on company letter and include the following:

- Identify the qualifications that you bring to this project. Explain what differentiates your services from others in the market.
- Include a brief introduction of the primary vendor and subcontractors.
- Include a brief statement about how/when the primary vendor and subcontractors have worked together before.
- Include a statement that the authorized signer has provided this response and pricing to be good for a minimum of 90 days from the date of submission.
- Confirm that the organization will comply with all the provisions of this RFP. Any exceptions to the District contract general terms and conditions should be discussed here.
- Include the telephone number and e-mail of the person the District should contact regarding the proposal.
- A vendor representative authorized to make contractual obligations must sign the cover letter.
- The cover letter must <u>not</u> include any information regarding fees, pricing or other compensation.

Section 1.3 Table of Contents

Provide sufficient detail and correct number and labeling so reviewers can locate all the elements of the vendor proposal readily. Each section of the proposal as outlined in this Part 2 of the RFP should be listed in the Table of Contents. Numbering should conform to the Section numbers in Part 2 of the RFP (this section) with additional information the vendor would like to provide in subsections and appropriately labeled headers.

Section 1.4 Understanding of Scope of Services

The vendor should reference Part 1 of the RFP – Scope of Work and read the CMSD background and Scope of Work (Sections 1 through 4) to support their response in this section of their proposal.

- Provide a high level overview of your approach, the distinguishing characteristics of your proposal, and the importance of this project to your overall operation.
- Document your understanding of the purpose and scope of this project.
- Document the pertinent issues and potential problems related to the project.
- Recommend your solution, explain its value and provide substantiation why your company is the right choice.

Section 1.5 Company History

- Number of years in business
- Type of services provided

Section 1.6 Legal Status

- Legal status of your organizations (i.e. Corporation, Partnership, Sole Proprietor, Limited Liability Company or Limited Liability Partnership)
- Federal Tax ID Number
- Company's principal financing or banking organization contact's name, address, email and telephone number

Section 1.7 Summary Product Information

- High level overview of different markets (e.g. banking, retail, public sector) that use the tool
- Length of time the system has been on the market and operational with actual customers
- Number of versions of the software that have been released

Section 1.8 Subcontractor Information

- Introduction of the subcontracting company – history, background, years in business
- Describe the role the subcontractor will play on the CMSD project
- Describe (briefly) how the primary vendor and subcontractor have worked together before

Section 1.9 Contract Performance and Disclosure

If a vendor has had a contract terminated due to the vendor's non-performance or poor performance during the past five years, all such incidents must be disclosed. If no such terminations have been experienced by the vendor in the past five years (5), so indicate.

- Please describe the performance incident in detail. Be sure to include the other party's name, business, address, telephone number and e-mail.
- Identify if your firm is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If so, please explain the impact both in organization and company direction.
- Provide details of any past or pending litigation, or claims filed, against your firm that may affect your performance under a Contract with the Owner.
- Identify if your firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If so, specify date(s), details, circumstances, and prospects for resolution.
- Identify if any relationship exists by relative, business associate, capital funding agreement, or any other such kinship between your firm and any District employee. If so, please explain.

Section 1.10 Subcontractor Performance and Disclosure

As with section 1.9, any and all performance and disclosure issues for all subcontractors must be noted. If a subcontractor has had a contract terminated due to their non-performance or

poor performance during the past five years, all such incidents must be disclosed. If no such terminations have been experienced by the vendor in the past five years (5), so indicate.

- Please describe the performance incident in detail. Be sure to include the other party's name, business, address, telephone number and e-mail.
- Identify if the subcontracting firm is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If so, please explain the impact both in organization and company direction.
- Provide details of any past or pending litigation, or claims filed, against the subcontracting firm that may affect your performance under a Contract with the Owner.
- Identify if the subcontracting firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If so, specify date(s), details, circumstances, and prospects for resolution.
- Identify if any relationship exists by relative, business associate, capital funding agreement, or any other such kinship between the firm and any District employee. If so, please explain.

PROPOSAL SECTION 2 – TECHNICAL SOLUTION

In this section of the RFP response, the vendor should be clear in describing their proposed solution and how it meets the needs of the District. The narrative, diagrams, and any other information should clearly illustrate how each process area for Finance and HR are met as well as how the tool is integrated together and would be implemented within the District.

Section 2. 1 Proposed Technical Solution

In section 2.1 of the vendor's proposal, the vendor should provide, in broad strokes, a description of the technical solution and how it meets the needs of the District. The vendor should describe all the modules that are being offered in the proposed solution and how they fit together. In the subsequent parts of Section 2, the vendor will describe in detail how they meet very specific technical requirements. In the subsequent sections of the vendor response, the vendor should specifically answer all technical questions to provide the District with a clear understanding of the tool's functionality, use, and implementation.

Section 2.1.1 System Implementation

Describe your approach and methodology to implementation on a project this size. In this section the vendor should explain all the phases of the project.

- Do you support a phased implementation of different modules? Please describe how this is accomplished.
- Detail the phases of the implementation of the proposed solution. Make sure that phases in this section match phases outlined in the project plan.
- Include recommendations concerning any purchase requirements for software, hardware, network/communication, licensing, and/or Hosted/SaaS costs, licensing, etc. The details of which can be described in subsequent sections.

- Describe the reason for selecting this methodology and provide details of tasks (some examples below) to be undertaken:
    - Confirmation of requirements
    - Process mapping
    - Report definition
    - Customization
    - Integration testing
    - Performance/load testing
    - Quality testing
    - Data Load
    - Lessons learned

Section 2.1.2 Software Lifecycle

Describe your software development lifecycle.

- Include how software versions are managed and tested by the vendor prior to release.
- Include how versions are released to clients.
- Include the requirements on the client side for testing and implementation of new versions.

Section 2.1.3 Architecture

Provide recommendations concerning the overall infrastructure and architecture needed to implement the system on the District side. Please make sure to clearly outline both the SaaS solution and on-premise (District hosted) solution. If only SaaS *OR* on-premise is being proposed, please be clear in stating this.

- Do you offer your products as a SaaS, on premise (District hosted), or both?
- SaaS Services
    - What hardware, software and network requirements are needed to operate your system?
    - What hardware, software and network requirements are needed to operate the web-based system?
- Hosted Services
    - How will the vendor evaluate the District's network infrastructure and overall architecture and make recommendations for right-sizing for the proposed environment if this is a hosted solution?
- General Questions on Vendor Environment
    - How many data centers do you have? Is site internally or externally managed?
    - Describe the architectural layout and redundancies of the data center.
    - Who provides your Internet access? At what level is the service?
    - Do you perform security audits of your data center? If so, please describe frequency, types, and who performs.

Section 2.1.4 Interfaces

In this section, vendors should provide details on how the solution will meet the needs of the District in being an *integrated* system, including integration within your solution, with District systems, and with third party systems.

- Describe the level of integration between all modules in your solution which you are proposing to our organization.
- Describe your approach to integration with existing District systems (see Part 1 – Section 5 – Interfaces for detail).
- Do you support a phased approach which may include integration with some existing District systems in the short term, with a long term plan to replace these systems?
- What third-party providers do you currently have a "standard" interface with and what new providers do you plan on including in your standard product set?
- If we want to interface to a third-party system which you do not have a standard interface for, describe the architecture/tools/process we would need to follow to complete the interface.
- During the testing process, will your staff communicate with the appropriate staff at these vendors to make sure the interfaces have been set up appropriately?
- What is the notification/programming time requirement to add a new vendor? Please provide any additional cost in the Fee/Cost summary.

Section 2.1.5 Data and System Functionality

In this section, the vendor should describe in detail the core data and system functionality of their product. Include how each part of the tool meets CMSD needs for each of the Finance and HR.

- General Description of Modules
    - Describe the modules/functionality within the Finance module of your system
    - Describe the modules/functionality within the HR module of your system
- Process Map of System
    - Please provide a process map of the data flow through your system modules. Describe how data flows through the system. The District wants to ensure that duplicate keying of the same data will not be required.
- Historical Data Storage
    - Are history records created by elements (such as each time salary changes), by segment (such as all data related to salary), or by some other method?
    - What is involved in correcting history if needed?
    - How is history stored – within the database or on a separate file?
    - What is the limit to the amount of history that the system can store? How can additional history records be removed from the employee file to condense file space?
    - Is there a way to alter multiple employee records with one transaction (e.g., assigning a new job code to 50 current employees, applying a 3% cost of living pay increase)? How do these mass changes work?
    - Is history generated as a result of mass change transactions?

Section 2.1.6 Configuration/Customization

The vendor should describe the options for configuring/customizing the standard application.

- How do you scope out and confirm requirements for customizations?
- Who has responsibility for maintaining customization changes?
- Will our customizations be overwritten in an upgrade?
- Do you have custom scripting capability?
- What is the impact of customizations on future releases?
- Are configurations/customizations made at the client level or to the entire product?

Section 2.1.7 Compliance with State Mandates

Vendors must include in their bid how State mandated changes (including legislative, judicial or administrative) will be incorporated into their software.

Section 2.1.8 Business Process Framework (BPF)

The District currently has limited workflow capabilities between systems. It is critical that the new ERP include workflow processes within their Finance and HR modules. In this section please describe your workflow services.

- What tools are available to enable workflow in your system?
- Is there any limit to the number of approvals an action can go through?
- Can there be different workflow or approval paths based on reason or if/then else logic of a change (e.g. over threshold, level of person requesting the change)?
- What level of IT involvement is required to set up workflow and integration with other standard office software (Microsoft Excel, Microsoft Word, standard email packages)?

Section 2.1.9 Flexibility & Scalability

While the District wants to have a standard, best practice based designed, solution, it is critical there is some flexibility and scalability to the solution.

- Is your system able to accommodate the increased volume that will arise from a new account the size of our organization? Please address your maximum capacity for all clients combined.
- How customizable is your web-based system, and does customization interfere with future upgrades?

Section 2.1.10 Security

The vendor should describe in detail how they manage security within their system.

- Provide your security and privacy policy to ensure proper policies and procedures are in place to protect our data.
- Describe what types of security certifications you have attained (i.e. SAS70, etc.).
- What virus detection/scanning mechanisms are in place? Is there an Intrusion Detection System (IDS) in place?
- Is the security system organized by function, transaction, or field?

- Does the web-based system permit assignment of various permission levels of data viewing, editing, approving to different people?
- Does your company create daily backups? Where are the backup servers?
- Are there other protective procedures to protect data from being lost or accessed by unauthorized parties?
- Does the system meet compliance regulations for data security? Will its functionality comply with governing acts at the Federal, State, as well as international levels?
- Are access logs maintained by user identification and what is contained on them?
- How does security differ for each sub-system, module, and report writer?
- Will you notify our organization if there is a breach or suspected breach of security of any kind? Describe your policies and procedures if there is a breach or suspected breach of security of any kind.
- Is data being transferred in encryption format? Explain your process and format.
- Are you compliant with all aspects of SOX in the U.S.?
- How does the application handle authentication, privacy, and data integrity to insure that our data is not accidently accessed by another of your customers?
- Describe how security is implemented in the standard and ad hoc reporting modules.
- Does your system provide transaction-level audits with the capability to follow transactions back to where they began, establishing an instant and complete online audit trail?
- Does your system provide an audit report of personnel access to systems and data? Explain.

Section 2.1.11 Data Ownership

The District will maintain ownership of all its data. Vendors should discuss the protocol to provide data to the District should the District and the vendor discontinue a contract.

- Describe how the vendor will meet these policies on data ownership.
- How does the vendor ensure (through security and other mechanisms) that no one except CMSD has access to their data?
- How will the District access their data if the contract between the District and vendor is discontinued?

Section 2.1.12 Disaster Recovery Plan

The vendor should describe Disaster Recovery plans and policies to ensure that any system the District purchases will be secure and available.

Section 2.1.13 Performance

Please describe in detail the service level agreements (SLA) and performance the vendor has for clients.

- What is your overall system availability and response time SLA that you are willing to commit to? Will you commit to service availability of 99.99%?
- How do you measure your SLA response? Describe the types of real-time performance & availability monitoring and how you monitor and manage SLA results.

- What are your published system maintenance windows?
- What is the process for escalation to management on the vendor side when SLAs are not met?
- Provide an example of the SLA reporting that will be provided to the District.

PROPOSAL SECTION 3 – TROUBLESHOOTING / TESTING / GO-LIVE REQUIREMENTS

In this section of the proposal response, the vendor should describe in detail how they will troubleshoot, test and ensure that the system go-live will be completed with fidelity.

- Describe how the vendor will troubleshoot issues during system configuration.
- Describe the role and responsibilities of the vendor and the District during testing.
- Describe the testing procedures for the following and any other areas that are part of the vendor's standard testing protocol:
    - System Configuration
    - Workflow
    - Historical Data Load
    - Performance/Load Testing
    - Reporting
    - System Interfaces/Data Transfers
    - Regression Testing
- Example of previous test plans
    - Provide a sample test plan that is used by client staff to test functionality & workflow.
    - Provide a sample test plan that is used by the District to test reporting.
    - Provide a sample test plan that is used by vendor to test data loading.

PROPOSAL SECTION 4 – MAINTENANCE/ LICENSING / WARRANTY

In this section, the vendor should address maintenance processes including addressing issues, as well as planned updates. All maintenance / license / warranty costs will be addressed in the separate cost proposal.

- Maintenance
    - Provide the plan and escalation process to respond to software problems (priority 1, 2, 3, 4, etc., outages) and general inquiries.
    - Explain how problems unique to CMSD will be corrected.
    - Explain in what situations CMSD would incur additional prices and what the price categories would be.
    - Identify the location from where the support personnel will be dispatched.

- Modifications
    - Proposal must define the conditions under which vendor personnel will be available to perform modifications during the life of the software. Explain in what situations the District would incur additional costs and what the price categories would be.

- New Releases/ Release Schedule
    - Proposal must describe the software vendor's approach to releasing upgrades. This discussion must include:
        - A calendar or timeline of releases scheduled over the next 3 years; if a calendar/timeline is not available please explain why.
        - If software becomes available on new platforms (hardware) and/or operating systems, explain the policy concerning existing customers making the change to the new software.
        - Describe how releases are communicated.
        - Explain how new releases impact customization.
        - Describe your QA process for releases.

PROPOSAL SECTION 5 – TECHNICAL SUPPORT

The vendor should generally describe help desk and technical support processes for the District. Include information on the types/tiers of support available.

- Describe your technical support/customer service operations, including:
    - Hours of operations
    - Number of customer service personal
    - Experience of customer service personal
    - Location of customer service personal
    - Process for resolving end user questions and issues
    - Process for determining that an issue is resolved
    - Escalation procedures
    - Regular reporting to the District on help desk statistics
- Describe how the vendor has integrated with a client's help desk process:
    - How was this designed?
    - How is it managed?
    - What does the transition back to the client look like?

PROPOSAL SECTION 6 –CHANGE MANAGEMENT/ TRAINING / DOCUMENTATION

It is critical that the District not only have a technical solution but also change management support during the implementation. Change management will support the District in the cultural/process changes necessary to move to the new system. In addition, the vendor should provide a plan and approach for training to support the District's implementation.

Note that change management is included as a section in Appendix A: CMSD Requirements Template. The District understands that Change Management is a significant factor to the success of the project, therefore, this tab is included in the attachment as a part of the project though the District understands that this is not a "system" or "module" but rather a process and service provided.

- Provide a change management plan and include the following:
    - Recommended approach to change management
    - Description of resources, specify if this will be provided by a third party
    - Timeline
    - Describe two examples of prior experience with change management work

- Provide a training plan, including the following:
    - Recommended approach to training for each of these types of staff:
        - Heavy System Users
        - General System Users
        - System Administrators
        - System Developers
    - Timeline
    - Recommendations for sustainability - new employee training, continuing education opportunities
    - Include plans for all user groups described
    - Description of resources to complete training. Identify trainers and provide experience and expertise of trainers. Specify if training will be provided by a third party.
    - Examples of user guides, training presentations. These can be screen shots, links to manuals, or training presentations.

- Provide a description of documentation and other resources available to users including:
    - Final process documentation
    - System architecture diagrams
    - Data dictionaries
    - Reporting libraries
    - Any and all other documentation that will be provided to the client

PROPOSAL SECTION 7 – HISTORICAL DATA LOAD

The District has a need to load historical data into the new system for the purpose of reporting and inquiries. The vendor should describe how their approach to working with the District to accomplish this.

- Provide a plan and approach to historical data import. Please outline the types of data which can be imported.
- Please provide a detailed explanation of the data conversion process. How much historical data is converted in a typical implementation?
- Provide a description of how you implemented data conversion and import with a project from your references list.

PROPOSAL SECTION 8 – PROJECT MANAGEMENT & IMPLEMENTATION

In this section, the vendor should explain their project management to support the project from project initiation through implementation, including post-implementation support.

8.1 Project Management Approach

- Describe your project management approach:
  - The method used in managing and controlling the project
  - The project management organizational structure including reporting levels and lines of authority
  - How you will seek to manage project resources and prevent overruns while coordinating activities

8.2 Interface with the District

- Describe your contact points with the District including types of communications, and level of interface anticipated. How you expect to meet the multiple needs of this project?
- Describe your approach to assuring timely completion of this project, including methods for schedule recovery. From any four (4) of the projects listed as references for this RFP, provide examples of how these techniques were used; include specific scheduling challenges/requirements and solutions.
- Describe how you develop and maintain work schedules, for you and the District, to coordinate with the District's project schedule. From any four (4) of the projects listed as references for this RFP, provide examples of how these techniques were used.

8.3 Project Reporting & Evaluation

- Describe your status reporting methodology including details of written and oral progress reporting.
- What type of reporting can be expected and when? Describe how you will develop, maintain, and update the project schedule.
- Describe your reporting methodology for communicating updates, changes, problems, bugs, etc. and the related solutions in a timely fashion.
- How will you assess the progress of the project?

8.4 Risk Management

- Based on your experience, identify the potential risks and problems that occur on projects of this type.
- Identify steps that can be taken to avoid or mitigate these problems and steps to be taken should the problems occur.
- Identify activities that can be incorporated in the project plan to reduce the occurrence, severity and impact of events or situations that can compromise the attainment of any part of the project objective.

PROPOSAL SECTION 9 – PROJECT PLAN & STAFFING PLAN

In this section, the vendor should provide a detailed chart/timeline of the project plan. All areas of implementation noted in Section 2.1.1 and other areas of the narrative should be clearly noted/defined in the plan. All milestones should be clearly marked.

9.1 Project Plan

Provide a detailed project plan outlining the overall implementation of the new ERP system. This plan should address all areas of the project – including training and change management. The following assumptions should be incorporated:

- Project start: March 2, 2015
- System should be implemented in phases
- Core ERP functions implemented within 18-24 months

Along with the major steps of the project, the following milestones should be included:

- Review current state - existing process documentation
- Develop future state process maps
- Confirmation of requirements
- Report definition
- Review and/or development of system interfaces
- Historical data clean up
- Historical data import
- Testing / acceptance of data import
- Testing of system interfaces
- Performance/load testing
- Quality testing
- User acceptance testing
- Training plan developed
- Training materials developed
- Training delivered
- Set up of technical support

9.2 List of Deliverables

The vendor should include a list of deliverables for all aspects of the project that will be given to CMSD, including but not limited to the following list below. The vendor should include all additional deliverables that they will provide to the district during this project. The project plan should reflect the date, marked as a milestone, of each of the deliverables.

- Project staffing plan
- Project plan
- Process maps
- Functional requirements
- Historical data load plan
- Test plans and test results (historical data load, interfaces, performance/load, UAT, regression, etc.)

- Network diagram
- Data flow diagram
- Security documentation
- System requirements specification / Build plan
- Change management plan
- Training plan
- Training materials
- System resource documentation (e.g. user guides)
- Troubleshooting materials

9.3 Staffing Plan

Identify all proposed key project personnel, including subcontractor staff (implementation, customer service, training, ongoing, etc.).

- Describe the adequacy of staff, equipment, research tools and administrative resources of the prime vendor and subcontractors to complete the work on-time and on-budget for the District.

- Each person's role should be identified and documented in the following format:
    - Name
    - Position with company or subcontractor
    - Role in the project
    - Geographic location
    - Experience with the specific tasks being proposed
    - Work history on similar projects
    - Legal relationship with the primary vendor

  The District reserves the right to approve or disapprove any change in the successful vendor's project team members whose participation is specifically offered in the proposal. This is to assure that persons with vital experience and skill are not arbitrarily removed from the project.

- Provide an organizational chart including all the personnel assigned to accomplish the work described in your proposal. This should include all subcontractors.

- Please detail the estimated number of District personnel that could be required for an ERP implementation per module. It is understood that these are estimates based on your experience. The descriptions provided are intended as examples; please adjust them accordingly to properly reflect your recommendations. Include the table below in your proposal. The Phase 1 and Phase 2 columns are intended to designate a Finance phase (1) and HR Phase (2). Please add any additional detail in the Notes column as to timeframes and resource needs.

Requested Time from CMSD Staff						
Roles	**FTE #**	**Skill Set**	**Tasks/ Responsibilities**	**% Time on Project (Phase 1)**	**% Time on Project (Phase 2)**	**Notes:**
Governance Board						
Project Sponsors						
Project Manager						
Financial Functional Leads						
HR/Payroll Functional Leads						
Budget Functional Leads						
Technology Support (i.e. Systems Analysts, Developer, O/S & Network Administrators, etc.)						
Other						

PROPOSAL SECTION 10 – RESUMES

Resumes for all staff assigned to the project should be included. Resumes should clearly indicate if the staff is part of the primary vendor team or a subcontractor. Please limit resumes to 2 pages and ensure that resumes list the more relevant experience to the CMSD ERP project. Resumes do not count toward the desired page limit.

PROPOSAL SECTION 11 – REFERENCES

At least four (4) references should be provided for the project. At least one (1) reference should be of a joint project by the primary vendor and the subcontractor. Ideally, at least one (1) reference is from a public sector engagement/implementation and/or at least one (1) reference is that of a school district of the size and scale of CMSD. While it is highly desired that the prime vendor and subcontractors have experience in the public sector for more than one project, it is not required. References will be judged based on the complexity of work completed, as well as the efficiency and effectiveness of the solution and experience of the former client in working with the vendors.

Vendors must address the following in a reference narrative prior to the reference information in the tables:

- Describe the experience you have had in the Public Sector and/or with K-12 school districts, as applicable
- Describe your experience in completing similar projects on time and on budget

The following form/table should be used for all references. The vendor can reproduce the table in their own word document, but the content/titles on the left should not deviate from what is requested in the table below. Some notes, directions are provided in the table below to support the vendor in completing the table. Please include four (4) reference tables in the response – one for each reference – and number accordingly.

Reference 1	
Project Name:	
Client Name	
Subcontractors on Team	*If no subcontractors were used, please note NO SUBCONTRACTORS USED*
Project Start Date	
Project End Date	*If the project is still in progress, please note ONGOING*
Total Cost	
Software Implemented including version	*Should list the software and the version, e.g. Softwarebrandsoftware v1.2.*
Third party tools implemented and version	*Should list all third party tools and version, e.g.* *KRONOS v 11.1* *BUSINESS OBJECTS v 6.7*
Description of project including modules implemented, integration with other client systems	
Description of support provided (help desk, post implementation support)	
Description of any lessons learned	
Reference Name (first, last)	
Reference Email	
Reference Phone Number	

PROPOSAL SECTION 12 – AUDITED FINANCIAL STATEMENTS

Include a copy of the most recent plus prior two years audited or compiled financial statements prepared by a Certified Public Accountant for the firm. Please mark this information as confidential and not for public disclosure. Please be clear to label this section confidential/not for public disclosure with water mark or other notation so that this information will not be available via any public request.

PROPOSAL SECTION 13 – COMPLETED EXCEL REQUIREMENTS MATRIX

The vendor must complete the CMSD Functional Requirements (Attachment A) of the RFP. FAILURE TO FULLY COMPLETE THE REQUIREMENTS MATRIX WILL LEAD TO A DISQUALIFICATION OF THE PROPOSAL RESPONSE.

The District has provided a thorough set of requirements for each area specified in Part 1 – Scope of Work, in addition to general IT and change management requirements. For each item, the District has indicated a priority:

1. Required Features: Legally mandated or functional need without which they could not operate
2. Highly Beneficial: Features that make a major contribution to the efficiency or control of a function/process.
3. Future Consideration: May be added to the system in a future phase.

Completing this matrix should provide the District with a detailed level of understanding of the capabilities of your proposed solution. Each requirement listed in this attachment must be addressed. You cannot add or remove rows in the requirements matrix – only mark in the vendor response sections. Please complete the matrix by doing the following:

1. Indicate with an "X" the applicable VENDOR RESPONSE CODE in the columns for each item.
    a. FS = Fully Supported; Provided "Out-of-the-Box"
    b. CS = Configuration Supported (no changes to underlying source code)
    c. TP = Third Party Software Required
    d. CO = Customization / Modification (requires specified changes to source code)
    e. NS = Not Supported; Unable to Meet Requirement

    Note: indicating NS will not disqualify your proposal. The District will consider all requirements along with the vendor's complete package.
2. List the module(s) of your system that would be used to meet the requirement.
3. If the requirement is not "out of the box", please provide as much documentation as possible to support how you would implement that requirement and estimates of what impact the implementation would have on time frames of the project.

Please be sure that you have completed all tabs and include this template along with your proposal. This template does not count towards the maximum number of pages.

PROPOSAL SECTION 14 – ALL CMSD RELATED FORMS

There are a number of REQUIRED forms in Appendix C of the RFP that must be completed by the vendor. These forms must be completed, signed as described in the text and included in THIS SECTION IN THIS ORDER of the vendor response. These forms include:

- Acknowledgement
- Vendor Request Form
- Taxpayer ID
- No Proposal Form
- Conflict of Interest
- DBE Forms- A, B, C, D & E
- EOA Contractual Declaration Forms 1 &2
- Employment Data Form

COST PROPOSAL & PRICING

The primary vendor is defined as the sole party to the contract with the District and the sole point of contact between the District and the Contractor, who is accountable and responsible for the successful integration of all solution components being proposed by the vendor. The primary vendor is responsible for negotiating all pricing and submitting ALL costs related to the project including all costs for securing and integrating any third party solutions as well as the technical support around those third party solutions. ALL third party solutions MUST be identified in the Requirements Matrix (Attachment A of this RFP, which will become Section 13 of the vendor's response).

All Vendor proposals and pricing are required to be offered for a term of not less than 90 calendar days in duration. A proposal may not be modified, withdrawn or cancelled by Vendor during the 90 day time period following the time and date designated for the receipt of proposals. It is the District's intent to procure the software solution that meets the long term criteria of the District. The District, during the course of the selection process may decide to purchase a subset of the Vendor's proposal components with the initial contract. The District requires that Vendors agree for a period of three (3) years from the date of the Vendor's proposal to honor software and services pricing established within the Vendor's proposal response for Vendor proposed components which are not included in the District's initial purchase. The price of the proposed components can only be increased by the Vendor during such time period by an amount equal to the annual CPI-W adjustment for the CPI region or 3% whichever is less.

THE COST PROPOSAL MUST BE SENT IN A SEPARATE SEALED ENVELOPE ALONG WITH THE PROJECT PROPOSAL. THE COST PROPOSAL MUST INCLUDE THE FOLLOWING:

- Cover Page including the RFP number, title and complete vendor name and mailing address and clearly labeled COST PROPSAL
- Cost Proposal including the following items listed below. Vendors may create a cost proposal in another format. However, all items listed here must be addressed; otherwise the cost proposal will be deemed non-responsive.
- Additional or optional pricing must be included on the Cost proposal. No additional charges, other than those listed on the Cost Proposal, shall be made. Prices quoted shall include verification/coordination of order, all cost for shipping, delivery to all site, unpacking, setup, installation, operation, testing, cleanup, training and Vendor travel charges.
- The District requests cost proposals for both a SaaS (vendor hosted) and on-premise (District hosted) solution. Vendors should duplicate the tables below for each cost proposal and clearly identify which proposal is SaaS and which is on-premise. If the vendor does not offer both solutions, please state this in the proposal.

1.1 Cost Proposal Narrative

In this section, the vendor should describe how costing works for the solution. The narrative should articulate the cost proposal as well as the long term costs for CMSD to own/use the system.

1.2 Cost Proposal Overall Costs

The vendor should use the tables below to articulate the cost for the implementation of their proposed solution. Any additional pricing material that is not in this form will not be accepted. Third party costs should be included.

Cost Proposal	**System Design & Implementation**	
Task	***Cost***	***Notes***
Overall Project Management		
Kick-off Meeting including detailed demo/review of system		
Requirements Confirmation		
Process Mapping		
System Configuration		
System Customization (if any based on the requirements matrix)		
Historical Data Review		
Historical Data Load		
Historical Data Testing		
System Functional Testing		
System Performance Testing		
Total		

Cost Proposal	**Functional Modules**	
Task	***Cost***	***Notes***
Finance Modules (General Ledger, Budget Management, Cash Management, Accounts Payable, Purchasing, Fixed Assets, Grant Management, Payroll Administration, Time & Attendance)		
Human Resources Modules (Position Management, Recruitment, Onboarding, Core HR functions, Employee/Manager Self Service, Compensation,		

Cost Proposal	**Functional Modules**	
Task	***Cost***	***Notes***
Benefits, Leaves of Absence, Retirement/Separation)		
Performance Evaluations *(include historical data load of Performance Evaluation – Teacher/Principal Observation data in this line item)**		
Document Management		
Reporting		
Succession Planning*		
Learning Management System*		
Inventory Management*		
Projects Management*		
Work Order Management*		
Total		

*These are not required modules. If vendor does not offer modules for these areas, please state this.

Cost Proposal	**Training & Technical Support**	
Task	***Cost***	***Notes***
Overall Project Management for Training & Support		
Training Plan Development		
Set up of Help Desk		
Training Delivery		
Technical Support – 1 Year		
Transition of Technical Support		
Total		

Cost Proposal	**Change Management**	
Task	***Cost***	***Notes***
Overall Project Management for Change Management		
Total		

Cost Proposal	**Additional/Optional Pricing**	
Task	***Cost***	***Notes***
[please specify]		
Total		

1.3 Cost Proposal Licensing & Maintenance Costs

- Maintenance costs to address as many of the functional requirements as possible for a period of five (5) years.
- Provide pricing by specific cost item on a year-by-year basis, representing the District's anticipated Total Cost of Ownership.
- Include detail as applicable for SaaS and on-premise solutions: software, hardware, licensing, etc.

1.4 Payment Projections / Schedule

Vendor must include a proposed schedule of payments. The trigger for payment for each cost must be identified (e.g. timing, deliverable)

SECTION 21: AWARD OF CONTRACT

The contents of the RFP, including all appendices and addenda thereto, and the commitments set forth in the proposals shall be considered contractual obligations. Failure to accept these obligations may result in cancellation of the award.

The contract award will not be final until the Board of Education of the Cleveland Metropolitan School District and the selected Vendor execute a mutually satisfactory contractual agreement.

The Contract Documents consist of the following:

a. CMSD Vendor Contract
b. Certified Purchase Order to be issued to awarded Vendor
c. RFP Scope of Work- Part 1
d. RFP Specifications- Part 2 and Appendix A
e. Cost and Pricing Proposal
f. All Purchasing Documents set forth in Appendix C Part I herein
g. All applicable addenda
h. All applicable Service Level Agreement terms and conditions mutually agreed to by Vendor and CMSD
i. Performance Bond
j. Software Escrow Agreement

The awarded Vendor shall perform all work described in the Contract Documents, including without limitation, all terms and conditions of the scope of work and specifications contained herein or otherwise stated in the Contract Documents reasonably inferable there from by the Vendor as necessary to produce the results intended therein.

Contract Terms and Conditions- CMSD Vendor Contract
(SAMPLE)

1. **CONTRACT PURPOSE.** The purpose of this contract is:

_____ (*State Purpose*)

by providing the following: (*list all equipment, supplies, goods, services and deliverables to be provided*):

The District's request for proposal and the Vendor's bid or proposal are incorporated herein as if fully re-written.

2. **TERM.** This Agreement shall commence on the date executed by the second of the Parties to sign this instrument and shall terminate on acceptance of all equipment, supplies, goods, services and deliverables described above and no later than *(Date)*;
provided, however, that the District may terminate this Agreement without obligation and without cause by giving fourteen (14) days written notice to the Vendor under the Termination for Convenience clause below.

3. **COMPENSATION.** Subject to the terms and conditions of this Agreement, the District agrees to pay the Vendor an amount not to exceed:

_____ Dollars ($ _____).
spell out dollar amount *numeric dollar amount*

4. Payment for this contract shall be:

_____ Dollars ($ _____).
spell out dollar amount *numeric dollar amount*

payable as follows *(state payment terms)*:

Payment rendered may be within ninety (90) days after the District receives an invoice from the Vendor together with a detailed summary of the equipment, supplies, goods, services and deliverables provided.

Vendor will submit periodic invoices describing any services, equipment, supplies, goods, and deliverables provided, the amount of each service or item, and any documentation and program reports requested by the District to prove that the service was actually provided. Failure to provide proof of the service actually being provided, upon the District's request, shall excuse the District of paying for the invoiced services.

Vendor is not entitled to payment of contract proceeds if equipment, supplies, goods, services and deliverables under this Agreement are no longer needed, required, requested, received, or should this Agreement be terminated by the District with or without cause.

The District's obligations as to payment remain conditioned upon Vendor providing equipment, goods, supplies, services and deliverables in accordance with this Agreement in a reasonably prudent manner. Should Vendor fail to provide equipment, goods, services and deliverables in accordance with this Agreement either in full or in part, the District maintains the right to refuse future payments, as well as the right to recoup payments already tendered for any services that have been performed or any defective item provided. The District is not liable in any manner for expenses incurred by the Vendor through its utilization of third-party Vendors or Contractors.

5. **FUNDING SOURCE.**

Budget Number/Code					
	FUND	*SCC*	*FUNCTION*	*OBJECT*	*OPU*

6. **INDEMNIFICATION AND HOLD HARMLESS.** The Vendor shall indemnify, defend, and hold harmless the District, all of its members, officers, employees, and agents, from and against any and all liability (whether real or asserted), claims, demands expenses, costs (including legal fees), and causes of action of any nature whatsoever for injury or death of persons, or damage or destruction of property which may result from or arise out of the negligence or intentional misconduct of the Vendor or its employees, officers, or agents, in the course of the Vendor's performance of this Agreement or the Vendor's failure to perform. This indemnification and hold harmless obligation survives the term of this Agreement.

7. **INDEPENDENT CONTRACTOR STATUS.** Vendor and the District acknowledge and agree that Vendor is an independent Contractor and has no authority to bind the District or otherwise act as a representative of the District. The District will provide **no** benefits such as health

insurance, unemployment insurance, or worker's compensation insurance to Independent Contractor. Independent Vendor will be responsible for payment of all federal, state and local income taxes, unemployment and worker's compensation coverage's.

8. **CONFIDENTIALITY/OWNERSHIP.** The Vendor agrees that all financial, statistical or proprietary information provided by the District or any information that the Vendor may acquire, directly or indirectly, if any, which relates to the District will be kept confidential and not used by or released to any third party or parties without the prior written consent of the District. The Vendor further agrees that any written material, (e.g., report, study, etc.), developed for the District shall be property of the District, and the District shall be entitled to obtain copyrights or any similar such protection for any deliverables furnished by the Vendor under the terms of this Agreement, and that any such materials be considered a "work-for-hire."

9. **NO DAMAGES FOR DELAY.** The District shall not be held responsible for any loss, damage, costs, or expenses sustained by the Vendor as the result of any project delays, disruptions, suspensions, work stoppages, or interruptions of any kind, whether reasonable or unreasonable or whether occasioned by changes ordered in the work or otherwise caused by an act or omission of the District, its agents, employees, or representatives, or by any cause whatsoever beyond the control of the Vendor.

10. **FINDINGS FOR RECOVERY/ DEBARMENT OR SUSPENSION. [*ATTACH CERTIFICATION FROM AUDITOR OF STATE'S WEBSITE AND FEDERAL SYSTEM FOR AWARD MANAGEMENT (SAM) WEBSITE]***

    https://ohioauditor.gov/findings/Certified/default.aspx

    http://www.sam.gov/portal/public/SAM/

    Vendor represents that it has no unresolved findings for recovery against it by the Ohio Auditor of State or any notice of debarment or suspension from any Federal Agency. The District may terminate this contract at any time if the vendor or any of its directors or officers is found at any time to have any unresolved findings for recovery by the Auditor of State or any notice of debarment or suspension from any Federal Agency.

11. **CRIMINAL BACKGROUND CHECK.** Vendor agrees to successfully complete a criminal background check on any of its employees who provide services under this Agreement in the school district and who are required by Ohio Revised Code Section 3319.39, 3319.31 or 3319.392, as amended. A copy of all such background checks shall be provided by the Vendor to the District at vendor's expense.

12. **DISCRIMINATION.** Vendor certifies that it does not discriminate and covenants that it shall not discriminate on the basis of race, religion, marital status, color, national origin, sex, age, disability or any other classification protected under federal, state, or local law.

13. **PERSONNEL.** Upon the District's request, and in its sole discretion, Vendor shall replace personnel, if any, assigned by Vendor.

14. **LABOR DISPUTE.** If the Vendor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the party shall immediately give notice, including all relevant information, to the District.

15. **PROMPT PAYMENT DISCOUNT.** If the Vendor offers a prompt payment discount on any other contract, public or private, then the District shall be extended the same discount on this contract and shall be so notified of the existence of the discount and the terms thereof.

16. **DAMAGE TO BUILDINGS, EQUIPMENT, AND VEGETATION.** The Vendor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the District premises. If the Vendor's failure to use reasonable care causes damage to any District property, the Vendor shall replace or repair the damage at no expense to the District as the District directs. If the Vendor fails or refuses to make such repair or replacement, the Vendor shall be liable for the cost, which may be deducted from the contract price.

17. **TIME.** Time is of the essence in the performance of this contract.

18. **NOTICE OF BANKRUPTCY.** If the event Vendor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Vendor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the District Office responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of District contract numbers and contracting offices for all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

19. **PAYMENT OF MONEYS DUE DECEASED VENDOR.** If the Vendor dies or is dissolved prior to completion of this Agreement, any moneys that may be due to Vendor from the District for services rendered prior to the date of death or dissolution shall be paid to Vendor's executors, administrators, heirs, personal representative, successors, or assigns or as may be directed by an order of a Probate Court.

20. **AVAILABILITY OF FUNDS.** The Parties acknowledge and agree that the District is a governmental entity and due to statutory provisions cannot commit to the payment of funds beyond its fiscal year (July 1, through June 30). If funds are not allocated for the Services that are the subject of this Agreement following the commencement of any succeeding fiscal year during which this Agreement may continue, the District may terminate this Agreement without liability for any termination charges, fees, or penalties, at the end of its last fiscal period for which funds were appropriated. The District shall be obligated to pay all charges incurred through the end of the last fiscal period for which

funds were appropriated. The District shall give the Service Vendor written notice that funds have not been appropriated (a) within a reasonable time after the District receives notice of such non-appropriation; and, (b) at least fourteen (14) days prior to the effective date of such termination.

21. **RECORDS.** The Vendor shall maintain all records pertaining to this Agreement on file for not less than ten (10) years and until any audit issues are resolved and to make such records available to the District, or any other duly authorized representative, upon request except if this is a federally funded contract. If this is federally funded, the vendor shall comply with all federally required records retention rules, regulations and laws and shall allow access as required by local, state or federal law, rules, regulations or ordinances.

22. **DEFAULT**. Any of the following events constitute default by the Vendor:

    a. Non-performance of any term, covenant, or condition of this Agreement by the Vendor within the time provided; or

    b. Any act of insolvency by the Vendor or the filing of any petition under any bankruptcy, reorganization, insolvency, receivership, or moratorium law, or any law for the relief of, or relating to debtors; or

    c. The filing of any involuntary petition under any bankruptcy statute against the Vendor or the appointment of any receiver or trustee or to take possession of the property of the Vendor; or

    d. Failure of the Vendor to pay a third party(ies) resulting in any claim(s) against the District or the filing of Liens on Public Funds; or

    e. Failure to maintain the required insurance or equipment as well as failure to provide qualified/licensed personnel or quality and safe vehicles.

23. **EFFECT OF DEFAULT**. In the event of any default by the Vendor, the District may do any one or all of the following:

    a. Terminate the contract and withhold funds due, if any to satisfy any third-party claims;

    b. Sue for and recover all damages arising out of the Vendor's default;

    c. Cure the default and obtain reimbursement and cover from the Vendor.

    d. Exercise any other rights available to it in law or equity.

24. **WAIVER OF DEFAULT**. If the District consents to or waives the breach of any provision of covenant in this Agreement, such waiver shall not constitute a waiver of such provisions or covenant as to the future, and the District shall not be estopped from later enforcing any

provision or covenant it may have previously waived or elected not to enforce; nor shall such waiver have any effect on the enforcement of any other provision of this contract.

25. **TERMINATION FOR CONVENIENCE OF DISTRICT**. The District may terminate this Agreement at its option without obligation upon fourteen (14) days written notice to the Vendor. The District may terminate this Agreement for any reason or no reason at all.

26. **EFFECT OF TERMINATION FOR CONVENIENCE**. If the District terminates this Agreement for its convenience, then the District shall only remit payment to the Vendor for work performed up to the date of termination. In no event shall the Vendor be entitled to lost or anticipatory profits.

27. **MISCELLANEOUS.**

    a. Vendor represents and warrants that she possesses the qualification and personnel, if required, to provide the services agreed to herein.

    b. Neither party may assign, modify, or sub-contract this Agreement, or any right or interest herein, without the prior written consent of the other party.

    c. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and permitted assigns.

    d. To the extent that the terms of this Agreement materially conflict with or render ambiguous any provision of the Vendor's (Bid/Proposal), the terms of this Agreement shall govern.

    e. The paragraph headings are for convenience only and shall not effect the interpretation of this Agreement.

    f. This validity, construction of this Agreement shall be determined in accordance with the laws of the State of Ohio.

    g. The vendor and all subcontractors shall comply with all local, state and federal laws, rules, regulations and ordinances.

    h. No travel expense reimbursement is authorized unless specifically stated in this contract. If so stated, the meals, travel, and lodging are reimbursable only in strict compliance with the Ohio Auditor of State Technical Bulletins, Guidance and Rules and Regulations and, if this contract is federally funded in whole or in part, in strict compliance with all rules, regulations and guidance of the U.S. Office of Management and Budget and any other federal office or agency having jurisdiction over federally funded contracts.

    i. This Agreement contains the entire agreement between the parties with respect to the services to be provided hereunder, and there are no representations, understandings or agreements, oral or written, which are not included herein.

28. **CONFLICT OF INTEREST.** The Vendor represents that he/she is not an employee or board member of the Cleveland Metropolitan School District. The Vendor further represents that no employee or board member of the Cleveland Metropolitan School District has any ownership interest in or fiduciary duties to the Vendor or any of its parent affiliations and is not on the board of directors of the Vendor or hold any officer position with the Vendor. The District's signatory to this agreement represents that neither he/she or any family member have any ownership interest in or fiduciary duties to the Vendor or any of its parent affiliations and are not on the board of directors of the Vendor or hold any officer position with the Vendor

Contract Amendment- During the course of this contract, the District may request the awarded Vendor to perform additional work for which the Vendor may be compensated. That work shall be within the general scope of this RFP. In such instances, the District shall provide the awarded Vendor a written description of the additional work, and the Vendor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Vendor's proposal response to this RFP. If the District and the Vendor reach an agreement regarding the work and associated compensation, such agreement shall be effected by a means of a contract amendment. Any such amendment shall be signed by the Vendor and an authorized representative of CMSD. Vendor shall not commence additional work until the District has issued a written contract amendment and secured all required approvals.

SECTION 22: VENDOR CHECKLIST

A checklist is also included in the Appendix to assist vendors in the preparation of their proposals to ensure compliance with all document requirements

- ☐ Cover Page
- ☐ Cover Letter, signed
- ☐ Table of Contents
- ☐ Project Proposal (narrative) with all sections 1 through 8 addressed as noted in Section 5
    - Section 1 Introduction
    - Section 2 Technical Solution
    - Section 3 Trouble Shooting / Testing / Go-Live Requirements
    - Section 4 Maintenance / Licensing / Warranty
    - Section 5 Technical Support
    - Section 6 Change Management / Training / Documentation
    - Section 7 Historical Data Load
    - Section 8 Project Management & Implementation
- ☐ Section 9 Project Plan & Staffing Plan (including Organizational Chart)
- ☐ Section 10 Resumes
- ☐ Section 11 References (4)
- ☐ Section 12 Audited Financial Statements (prime vendor only)
- ☐ Section 13 CMSD Functional Requirements Document
- ☐ Section 14 Required CMSD forms
    - Acknowledgement
    - Vendor Request Form
    - Taxpayer ID- W9
    - No Proposal Form
    - Conflict of Interest
    - DBE Forms- A, B, C, D & E
    - EOA Contractual Declaration Forms 1 &2
    - Employment Data Form
- ☐ Cost proposal (in separate sealed envelope)
    - Cover page
    - Cost Proposal
    - Pricing Projection Over Time