

East Central BOCES Request for Proposal



For Finance & ERP System

Release date: February 1, 2021
All Responses are Due March 5, 2021

---For details see Response Due Date Section---

Abstract:

The East Central BOCES is seeking a new ERP system with a focus on Financial Accounting and Human Resources Management activities.

The successful vendor or vendors will be awarded a contract to provide the services as described in this RFP for a period of five (5) years (subject to annual appropriations as provided in the Contract), with voluntary extension option(s) to renew for three (3) additional one year periods, exercisable at East Central BOCES' sole discretion.

In the interest of completing the fairest possible evaluation of competitive proposals in a reasonable amount of time, the East Central BOCES reserves the right to screen and disqualify proposals that exceed an annual recurring charge of \$90.00 per employee and/or an initial installation cost of more than \$190 per employee.

Introduction:

The East Central BOCES Central Office is located at 820 Second Street in Limon, CO, which is the principal administrative office location. The majority of East Central BOCES employees are itinerant and will require access to the system via a web or app interface on their mobile device or computer-based web browser.

In 2020 the East Central BOCES issued 109 W2 forms to individuals employed for at least a portion of the year. The typical concurrent employee number is approximately 80.

The East Central BOCES provides direct services to 20 member school districts as part of our ongoing services and strives to provide leadership to the broader K-12 Colorado School District community. As a part of these activities, the results of this procurement will be provided to both our member districts and other Colorado School Districts. It is highly desirable that vendors compose their bids in a manner that makes consideration for additional districts or BOCES to purchase under the master contract which results from this procurement.

Scope of Services:

1. Overview of Services: The East Central BOCES is seeking proposals for a SaaS (subscription-based) ERP solution. The ECBOCES has been engaged in assessing its current business operations, processes, and systems. As a result, the BOCES has decided to seek a new system that will provide improved efficiency via modernization and technological advancement, enhanced decision making with real-time access to information and robust reporting capabilities, and optimized management with technology that is scalable, configurable, intuitive, and user-friendly.
2. Detailed Requirements: See Attachment B
 - 2.1. The vendor must complete and submit Attachment B with the proposal as an Excel Document.
3. Current System: ECBOCES is currently using Fund Accounting 2 from Harris School Solutions for Finance (General Ledger, Payroll, Cash Management, and Budgeting), Destiny Library Manager from Follett for Asset & Inventory Management, CO-HR from Harris School Solutions, and an in-house built system for applicant tracking. Many of the other processes and workflows currently in place are either built on a variety of third-party tools that do not integrate with one another or are being managed via a pen and paper system.
4. Implementation Information: The Vendor will be fully responsible for setting up all components and importing data from our existing systems. The vendor will work with ECBOCES central office staff to implement a solution that can then be introduced to all staff.
 - 4.1. Data import. The following data will need to be imported to ensure seamless operation of our current business practices:
 - At a minimum the current fiscal year's accounting and payroll data.
 - The vendor must perform accuracy validation of payroll data to ensure accuracy of future W2 and 1099 forms.
 - If an active directory or similar functional integration with our existing user data is not yet available, all current employee records.
 - If the solution includes asset management, existing asset records.
 - 4.2. Project Size. The East Central BOCES hires approximately 80 staff members. Ideally, the implementation should occur during the early summer of 2021 with a "go-live" date matching our fiscal year rollover of July 1st. Include a detailed timeline in your proposal for all critical dates. Specifically, address any scheduled activities which cannot be completed before the go-live date, and detail additional support resources made available to the ECBOCES to assist with mid-year transitions.
5. TRAINING: East Central BOCES expects a comprehensive training component with this project. The BOCES employs one full-time Financial Director who will require individualized comprehensive training for all modules.

The BOCES will require that IT staff (3) be fully trained in the operation and set up of all associated software provided through the proposed solution. In addition to Financial Services and IT, the BOCES employs a number (fewer than 10) of administrative and support staff who will require training on workflow usage and basic system operation. The training sessions for these employee classifications should be completed prior to the system go-live date. Additionally, the vendor will provide initial training for the employee self-service portal during one of the all-staff in-service days in August (specific dates TBD). The vendor shall provide a detailed description of training services that will be provided as a part of this RFP. The ECBOCES prefers individualized training tailored to our organization's specific needs. The vendor shall identify available dates/times of all proposed classes. Training should be designed for the different levels of access and specific modules offered through the solution.

6. DISENGAGEMENT PLAN - The vendor shall provide an outline of a Disengagement Plan that highlights how all activities and billings are handled at the end of an engagement, should the BOCES opt to move to a different system. Vendors are to provide an outline of this plan in their RFP response. A plan acceptable to the BOCES must be finalized and accepted by the BOCES no later than 90 days after the award of the contract. This plan must address the exported data formatting, normalization, and schema so that it may be readily transferred to another system.
7. Partial submissions - Vendors are encouraged to apply even if they cannot address all required features at the time of implementation or within the required budget amounts. Vendors must provide a "deliverable-by-date" for any missing "must" requirements. Refer to Proposal Instructions, Section D for "must" vs. "should" definition.

Proposal Instructions for Services please include the following information in your response:

Simple, brief, and direct proposals are encouraged.

Use PDF format for the narrative and Excel for all spreadsheets.

Use 12 pt font and 1-inch margins. Diagrams and maps are exempted from this restriction.

All proposals are to be submitted electronically

Refer to Proposal Submission for details below.

- A. COVER PAGE: Complete Attachment A and use it as the Cover Sheet for the Proposal. Signed by an officer of the Company or someone authorized by the company to make binding commitments. Be sure to include your company name in the subject line and in the name of documents when responding to ensure that it is distinguishable from other responses.
- B. OVERVIEW OF VENDOR FIRM: Provide a brief description of the vendor's organization and services. Include specific information concerning staff that would be assigned to work on this project, with their professional qualifications and related experience. The vendor shall provide information documenting that it can adequately staff and manage the installation of this project and meet the project schedule. Specify how many end users you currently support in your multi-tenant architecture/model.
- C. NARRATIVE: Proposal narrative describing the services and design—not to exceed 5 pages.
- D. FUNCTIONALITY: Refer to Attachment B for all functionality requirements and fill in the required information. Additional detail can be provided or referenced within the Attachment B column "Description" where requested or appropriate.
 - a. All requirements begin with a Vendor/Solution, must/should statement. The distinction for "must" vs. "should" is instructive as to the importance of the feature to this procurement.
 - i. Must - The proposal must address this functionality or service. The East Central BOCES has determined this requirement to be critical to the success of the prevailing bidder's solution. If a requirement with a "must" designation is not scheduled to be available by the implementation deadline, the vendor should fill in the "Date of Availability" column. The "Date

of Availability” for specific features shall be binding and will be memorialized in the resulting contracts. Discounting will be applied to invoices for missed deadlines for feature availability. Proposals responding with no to “must” requirements shall be scored accordingly.

- ii. Should - If available, vendors should provide the function or service described with a should designation. The fulfillment of “should” functionality will be scored, but at a lower overall weight as compared to “must” requirements.

E. BACKGROUND: Refer to Company Background and Vendor Information include the following at a minimum:

- a. Years in Business
- b. Location of Offices
- c. Form of Business (corporations, partnership, joint venture, LLC, etc.)
- d. Size (number of employees, and non-proprietary annual financial summaries)
- e. Current Client base

F. REFERENCES: Provide 3 references from current customers. Preferably from Colorado-based Public Entities.

G. ACCESSIBILITY: All services and products must be accessible to individuals with disabilities and adhere to all State of Colorado and Federal laws.

H. PRICING: Provide the total cost as detailed below. In order to be considered all pricing information must be presented by filling out an Attachment C spreadsheet:

- a. Non-recurring (NRC) or one-time charges related to implementation, software setup, testing, training, and other professional services (be specific).
 - i. If the solution provides options for purchase that are not easily communicated within the structure of a single Attachment C spreadsheet, the vendor should duplicate the provided sheet inside of the workbook.
- b. Annual Recurring charges (ARC) per end user.
 - i. If the solution provides options for purchase that are not easily communicated within the structure of a single Attachment C spreadsheet, the vendor should duplicate the provided sheet inside of the workbook.
- c. If applicable, the overall budget should detail options for adding additional modules/functionality during the lifetime of the resulting contract.
- d. CONSORTIUM PRICING: Provide a proposed breakdown of price savings for additional Colorado School Districts that choose to purchase under the terms of the master contract resulting from this procurement. It is expected that school districts both within and outside of the East Central BOCES’ membership will be allowed to piggy-back on the contract with the successful bidder. Describe proposed price break tiers that will be applicable to all purchases made under this contract.

It is expected that the Vendor will provide a firm price ceiling based on the BOCES employee count which will be valid for the lifetime of the resulting contract. Pricing quoted by a vendor shall include all fees, costs, overhead, and expenses, including, but not limited to: labor, consulting, subcontractors, materials, travel, lodging, food, administrative costs, copies, faxes, mileage charges, supplies, mailing charges, communications, data compilation, analysis, reporting, and delivery charges unless otherwise indicated in the RFP. While the work will be performed on a fixed price basis, the BOCES Board requires itemized costs whenever possible for comparison purposes and also for calculating the amount potentially allowed in the event of a termination without cause by the Board of Education.

Include with this section of your proposal a Milestone Payment Plan that the Vendor will use to invoice the BOCES. This plan would establish a schedule of progress payments based upon the completion of work tasks. Prior to any payment, the Vendor shall submit invoices in compliance with the payment plan, in form and substance acceptable to the BOCES with all of the necessary supporting documentation. Such invoices shall be submitted for completed services only. The payment of any invoice by the BOCES shall not prejudice the BOCES' right to object to or question any invoice or matter in relation thereto. Such payment by the BOCES shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

We understand that there will be some disparity in how vendors present their individual cost breakdowns. However, to simplify our ability to make direct comparisons, please adhere to these guidelines set forth in this section and complete an appropriate Attachment C spreadsheet. A significant deviation in a response from this section may result in bid disqualification. Any such disqualification will be considered final and shall be at the sole discretion of the ERP-Accounting RFP Review Committee.

As the project progresses, ECBOCES expects to benefit from upgrades to equipment and software of commensurate quality/capability and/or price reductions that reflect market trends.

General Items

- 1.) **Value-added services** Respondents must disclose any additional costs as well as any required equipment specifications for value-added services.
- 2.) **Hybrid Response** A combination of vendors may respond with a proposal to meet the requirements set forth in this RFP. When providing a hybrid response, the vendor consortium must clearly identify the entity that will be responsible for each deliverable. The hybrid response must clearly indicate in the bid the proposed contract structure including the entity responsible for associated technical support services.
- 3.) **Data Privacy and Data Security** Vendors should provide their policy on Privacy and Data Security. The East Central BOCES will require a Data Privacy Addendum to be executed in concert with the contract resulting from this RFP. The terms of this addendum will address the usage and destruction of Personally Identifiable Information. Offers are encouraged to provide information regarding current security practices regarding PII in their solution(s).
- 4.) **Contract Terms** The contract will be for no less than 60 months ending June 30, 2026. Contracts must include options for up to three (3) voluntary additional 12-month terms. The use of these extensions shall be at the sole discretion of the BOCES.
- 5.) **Implementation Dates** This RFP calls for an implementation that must be installed, tested, and fully operable no later than July 1, 2021. The logistics of a completed installation or data migration may be negotiable if clearly defined in the offer's bid document.
- 6.) **Schedule of Activities**

RFP Released	February 1, 2021
Last day to submit questions	February 16, 2021, 12:00 PM
All responses to questions posted	February 19, 2021, 4:00 PM
RFP Proposal Due—Electronic submission by 4 pm	March 5, 2021, 4:00PM
Evaluation Begins	March 8, 2021
Finalist Publication	March 12, 2021
Individual Vendor Meetings with Finalists	March 23, 2021
Finalist Best and Final Offers Due	March 25, 2021
Recommendation for Award Announcement	March, 30, 2021
- 7.) **Questions** Vendors/contractors may submit questions to this procurement's email address listed below. All questions must be received by the date listed in Section 6 for "Last day to submit questions". Questions and all answers will be

posted publicly on the East Central BOCES website at <http://www.ecboces.org/erp-finance> by the date listed in Section 6. Direct all questions in writing to erp-finance@ecboces.org

- 8.) Proposal Submission** Proposals must be submitted in electronic form. All proposals are due on the date and time listed in Section 6, Schedule of Activities. No late proposals will be accepted. It is the responsibility of the offeror to ensure that East Central BOCES receives the proposal on or before the proposal due date and time. Late submissions will not be opened. The proposal package shall be delivered electronically to erp-finance@ecboces.org.
- 9.) Confidential / Proprietary Information** A vendor may request that specific portions of their bid be considered confidential. The following process will be used by the BOCES to assess the validity of the request.
- A written request must be included with the vendor's bid proposal for a portion of the proposal to be considered confidential or proprietary. The vendor must provide a written justification and state the specific portion of the proposal which they wish to remain confidential
 - The portion of the bid which the vendor desires to remain confidential must be clearly marked as such when the bid is submitted. The confidential section of the bid must be provided in a separate document from other bid materials, and cannot exceed more than a single document. If confidential information is commingled with other bid documents, the document in its entirety shall not be considered confidential.
 - The BOCES evaluation committee will review the written confidentiality requests for their apparent validity and make a final determination. Note, neither the bid submission in its entirety or the proposal pricing information may be considered for confidentiality. However, no public release of information will be permitted prior to a successful contract execution under this RFP.
- 10.) Confidential Information - Colorado Open Records Requests** - Disclosure of information to the BOCES. The Vendor understands that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, et seq., C.R.S. (2006) and that in the event of a request to the BOCES for disclosure of such information, the BOCES shall advise the Vendor of such request in order to give the Vendor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the BOCES will tender all such material to the court for judicial determination of the issue of disclosure and the Vendor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Vendor further agrees to defend, indemnify and save and hold harmless the BOCES, its officers, agents, and employees, from any claims, damages, expenses, losses, or costs arising out of the Vendor's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the BOCES of all reasonable attorney fees, costs, and damages that the BOCES may incur directly or may be ordered to pay by such court.
- 11.) Non-Discrimination** The vendor will comply with all applicable state and federal laws, rules, and regulations involving non-discrimination on the basis of race, color, religion, national origin, age, sexual orientation, or gender.
- 12.) Independent Contractor Clause** All personal service contracts must contain the following clause: "THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF EAST CENTRAL BOCES. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX WITHHOLDING, SHALL PROVIDE AND KEEP IN FORCE WORKER'S COMPENSATION (AND SHOW PROOF OF SUCH INSURANCE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES, AND AGENTS."
- 13.) Indemnification** To the full extent permitted by law, the vendor/contractor shall indemnify, save and hold harmless East Central BOCES, its employees and agents, against any and all claims, damages, liability, and court awards including cost, expenses, and attorney fees incurred as a result of any act or omission by the vendor/contractor or its employees, agents, subcontractors, or assignees pursuant to the terms of the contract resulting from this RFP.
- 14.) Venue** The laws of the State of Colorado, USA shall govern the bidding, formation, performance, and legal enforcement of any resulting contract. Venue for any dispute concerning the RFP or resulting contract shall be exclusively in a federal court located in Colorado or the state court/district located in Lincoln County.

15.) Insurance Requirements The vendor selected for contracts award shall furnish a certificate of liability insurance (and certification of insurance for each of its subcontractors and partners) for an amount of no less than \$1 million per occurrence. The vendor shall be responsible for all worker's compensation, automotive liability, and personal injury insurances and any claims that may arise from the project. East Central BOCES also may require a labor and material payment bond and performance bond for construction elements of the project.

16.) Contractual Obligations Local, State, and Federal Compliance Requirements: The successful vendor shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws applicable to, and affected by this contract including, but not limited to, Equal Employment Opportunity regulations, Occupational Safety and Health Act and Title II of the Americans with Disabilities Act, and the Family Education Rights & Privacy Act.

17.) Selection of Proposals An Evaluation Committee will review proposals and will select a shortlist of respondents (scoring highest on the evaluation) as finalists. Proposals from this finalist group will be considered for further evaluation and to enter into discussions for best and final proposals before award.

18.) Evaluation Criteria Pricing is a heavily weighted category in determining the successful offer in this RFP and should be a driving consideration for vendors when preparing responses. Other factors including; but not limited to-- long-term aggregate pricing discounts, meeting RFP technical requirements, ability to address growth, ability to add additional districts in subsequent years, design local presence (i.e., point of contact), privacy and security practices, company stability and ability and background, and capability to respond quickly to any service concerns will be part of the evaluation criteria.

19.) Award of Contract The highest-scoring proposal/proposals will be selected for award of the contract. These will be announced as a "Notice of Intent to Award". All vendors will be informed of the award selection. In the event that the highest-scoring vendor for the project cannot contract for the required service for any reason, the offer may become available to the offeror of the second-ranking proposal. The East Central BOCES may alternatively, elect to cancel the RFP in whole or in part.

20.) Vendor Partners and Subcontracting East Central BOCES encourages the participation of small, preferably locally-based companies in the project. All anticipated partnerships and subcontracting arrangements must be identified in the initial proposal. In the event of an award and subsequent contract, any changes to the proposed partnership or subcontracting plan, if applicable will require the approval of East Central BOCES. Significant changes in the partnership or subcontracting arrangements could result in the withdrawal of the award.

21.) Availability of Funds The resulting contract is expected to span more than one appropriation period, therefore, a non-appropriation clause shall be in effect. This clause provides that should a contract be canceled for reasons of non-appropriation of funds, the cancellation would take effect on the last day of the appropriation period for which funding was budgeted and appropriated. The date would be June 30th of any year during which the contract is in effect. In the event of cancellation for non-appropriation of funds, the East Central BOCES will not be obligated to purchase any additional service or items from the contract holder. In the event of non-appropriation of funds, the successful vendor will be notified a minimum of ninety (90) days prior to the appropriation period's close.

A Colorado Constitutional Amendment prohibits public schools and libraries from entering into multiple-year financial obligations, such as multi-year contracts, without pre-allocation of the funds unless the local voters have previously approved such an obligation. [Colo. Const. Article X, Section 20 (4) (6)] However, funding agreements, including multi-year contracts that are subject to annual appropriations by a governing board such as a school, generally are allowed and are not subject to this constitutional provision since the governing board decides each year to make a particular expenditure.

22.) Right to Cancel The East Central BOCES reserves, at its sole discretion, the right to cancel or withdraw from this RFP at any time prior to entering a signed agreement.

Summary

This RFP is intended to generate the best ideas for the East Central BOCES and participating East Central BOCES Districts for creating a long term, reliable, and cost-effective approach to a cloud-hosted ERP/Finance system. Creativity and new ideas brought to the table for consideration in this effort are welcome.

Attachment A –Respondent Cover Sheet

Request for Proposal Cover Sheet	
Date	February 1, 2021
Proposal title	East Central BOCES
Proposals will be received electronically until	March 5, 2021
	4:00 p.m., local time
	erp-finance@ecboces.org
Goods or services to be delivered to or performed at	East Central BOCES Central Office 820 Second St Limon, CO 80828
For additional information please contact the Project Manager	erp-finance@ecboces.org
Phone	719-775-2342
Email Address	erp-finance@ecboces.org

If you require additional information, please submit questions to the email above.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accept them unless specific variations have been expressly listed in his/her offer, (3) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (4) that the vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company		Phone	
Address		Zip	
City/State		Phone	
Contact Person		Title	
Proposed Delivery Date		Email	
Authorized Representative's Signature		Title	
Printed Name		Date	

Attachment B—Spreadsheet for ERP/Finance System Requirements. Complete requested information and return in .xlsx or .xls format.

Use Attachment B Attachment spreadsheet

Attachment C - Spreadsheet for ERP/Finance System Pricing. Complete requested information and return in .xlsx or .xls format.

Use Attachment C Attachment spreadsheet