

Midland Public Schools

ERP & SIS Software

Request for Proposals (RFP)

July 2021

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GENERAL TERMS AND CONDITIONS

1 GENERAL REQUIREMENTS

1.1 OVERVIEW

Midland Public Schools, located in Midland, Michigan, serves over 7,800 students in 12 school buildings. Midland Public Schools (hereinafter referred to as Midland Public Schools, or the “District”) is seeking to replace its current Enterprise Resource Planning (ERP) and Student Information System (SIS) solutions. The District is currently using PowerSchool eFinancePlus for ERP and PowerSchool eSchoolPlus for SIS. Both solutions are hosted on-premises at the District. Midland Public Schools is seeking proposals for SaaS-based or on-premise ERP and SIS solutions.

1.2 INTENT

It is the intent of Midland Public Schools to solicit proposals from qualified vendors for ERP and SIS solutions. Vendors may propose on the ERP component of this RFP, the SIS component, or both solutions. Vendors may also partner with another provider to supply a complete and turnkey solution. If your response contains proposed services from multiple providers, all responding parties must be clearly identified and a synopsis of the partner relationship as well as the party that will serve as the prime vendor/contact for the District must be detailed. The District reserves the right to “unbundle” the responses and proceed with the provider(s) deemed most suitable.

1.3 SCHEDULE OF EVENTS

EVENT	DATE
Request for proposal (RFP) released	July 20, 2021
Vendor pre-bid conference call	July 28, 2021 at 11:00 AM ET
Deadline for submittals of questions related to this RFP	August 3, 2021 at 5:00 PM ET Contact: Chris Carr Christopher.carr@plantemoran.com
Deadline for proposals	August 17, 2021 at 5:00 PM ET
Vendor demonstration	Week of September 20, 2021
Anticipated award date	October 2021
Implementation schedule	SIS kickoff: Fall/Winter 2021 SIS scheduling & online enrollment go-live: Winter 2022 SIS full go-live: July 1, 2022 ERP kickoff: Fall/Winter 2022 ERP financials go-live: July 1, 2022 ERP HR/payroll go-live: January 1, 2023 *Flexible dependent on vendor recommendations

1.3.1 Events and COVID-19

As of the release date for this RFP, the coronavirus pandemic has been recently and significantly disrupting operations or organizations in the both public and private sectors.

First and foremost, the District places the health and safety of both District staff and vendors at the forefront of the initiative described further in this RFP.

Due to the ongoing and uncertain nature of the COVID-19 pandemic, it is possible that some events in the above schedule which would normally be performed in-person, such as vendor demonstrations, will be conducted remotely. It is also possible that some dates in the above schedule may be subject to change due to the pandemic. Communication will be distributed as the COVID-19 situation develops to update vendors on any changes to the schedule, as well as the location and method for activities such as vendor demonstrations.

1.4 PROPOSAL SUBMISSION

Proposals shall be submitted by the deadline indicated in **Section 1.3**, *Schedule of Events*. Late proposals may be reviewed at the district's discretion:

Proposals should be submitted by email to the following individuals:

- David Dziedzic, Director of Technology | dziedzicda@midlandps.org
- Chris Carr, Plante Moran | christopher.carr@plantemoran.com

Electronic proposal submissions must include the following files:

- Electronic proposal in searchable PDF format
- **Appendix A** in Excel format
- **Appendix B1** in Excel format (if proposing ERP software)
- **Appendix B2** in Excel format (if proposing SIS software)
- Printed, signed, and scanned copies of all forms, bid bond, and signature pages (may be combined into a single PDF)

All proposals **MUST** include the vendor response forms provided in **Appendix A**.

All proposals must be recorded on the proposal response sheets provided in this RFP document; supplemental line-item pricing information should be provided and referenced on the response sheets, but only numbers on the Proposal Summary Form, found in **Appendix A**, will be recorded at the bid opening.

Proposals shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the Vendor or any employee of the Vendor and any member of the Board of Education or superintendent. The District shall not accept a proposal that does not include this sworn and notarized disclosure statement. The Non-Familial Form must accompany your bid proposal (see **Appendix A**).

In accordance with the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012, all vendors must execute the "Iran Linked Business Affidavit" and include it in their proposals (see **Appendix A**). Said forms

are included in the vendor response forms. The District will not accept a proposal that does not include this sworn and notarized disclosure statement. The form must accompany your bid proposal (see **Appendix A**).

1.5 INTENT TO PROPOSE

Each vendor that intends to submit a proposal in response to this RFP should communicate its intent via email to gina.mancinelli@plantemor.com with the subject line “[Insert your vendor name] - Midland Public Schools ERP & SIS Software Selection RFP - Intent to Propose.” Please refer to **Section 1.7, RFP Clarifications and Addenda**, for the contact information to address specific questions related to this RFP.

The response shall include the name of the Vendor, the name of the contact person, and that person’s email address.

1.6 VENDOR’S PRE-BID CONFERENCE CALL

Prospective vendors are strongly encouraged to attend a pre-bid conference call that is scheduled as indicated in **Section 1.3, Schedule of Events**. In advance of the meeting, vendors should notify the contact listed in **Section 1.7, RFP Clarifications & Addenda**, indicating intent to attend. Additionally, vendors are strongly encouraged to submit questions prior to this call.

The pre-bid conference call will be conducted via Zoom at the date and time indicated in Section 1.3. Vendors may join the Zoom conference via the following link:

<https://plantemor.com/j/98398052299>

1.7 RFP CLARIFICATIONS & ADDENDA

Please note that any addenda will be posted by the District to the bid site that housed the original RFP. Vendors are responsible for checking the site regularly to make themselves aware of any new addenda. When making requests for clarification, please identify the relevant section number (e.g., Section 2.3.1).

Requests for clarification shall be submitted by email only to:

Christopher Carr
christopher.carr@plantemor.com

1.8 PROPOSAL FORMAT

To facilitate the comparison of vendor proposals, it is required that each proposal be organized into the following sections:

1.8.1 Executive Summary

The executive summary should at a minimum include the following:

- A. Executive letter highlighting how the proposed solution achieves the objectives of the District. This letter is to be signed by an officer of the organization submitting the proposal.

- B. Organizational overview
 - 1. Company background and local branch organization support
 - 2. Description of application software, including points of integration between modules
 - 3. Implementation plan (including timeline)
 - 4. Data conversion plan and approach
 - 5. Training plan
 - 6. Testing plan
 - 7. System documentation
 - 8. Staffing plan
 - 9. Ongoing support and maintenance
 - 10. System performance
 - 11. List of all interfaces between proposed system and other K-12 administrative systems in use at the District
 - 12. Application development roadmap
 - 13. Technical architecture roadmap
 - 14. Current architecture diagram
 - 15. Hardware and technical overview
 - a. Description of computers and other equipment, including network topology and components (where applicable)
 - b. Technical requirements, including a list of browsers supported, plug-ins, version numbers, and any client software required
- C. Full Michigan client list
- D. Vendor response forms
 - 1. In addition to the information requested on your company in **Appendix A**, you must clearly indicate whether you either comply or take exception to any of the sections in this RFP. All vendors **MUST** submit the form **Comply/Exception Form** from **Appendix A**.
 - 2. Responses to all application software requirements (**Appendix B**) must be provided. Specific statements concerning those areas where the proposal differs from the specifications should be presented. Software modification costs required should be estimated in the vendor response forms in the appendices.
 - 3. Completed Pricing Forms, found in **Appendix A**, must be provided.

1.8.2 Project Plan

The Vendor will include in their response an overview of their project plan, including anticipated hours for the project, significant milestones, a communication plan, and change management process (including charges for hours above and beyond those outlined in the original plan).

1.8.3 Project Team

Indicate the level of qualification of the staff that will be assigned to this project. Qualification will be based on certifications and years of experience with the materials proposal in similar configurations. Names of staff need not be provided; however, the response in this section will indicate the minimum level of experience that will be provided. If necessary, please include additional categories to address additional levels of staff or staff with different certifications and years of experience.

1.8.4 Product Information

The Vendor must include hard copies of the technical specifications/data sheets for each of the products being proposed.

1.8.5 Additional Information

Additional information may be provided at the Vendor's discretion.

1.9 MODIFICATION OF RFP

Vendors may not modify the RFP text to affect the terms, conditions, or specifications found in this document; this is forbidden and will subject the bid response to rejection. In the event any text is modified, the original text, as issued, will apply. This clause does not apply to the vendor response areas of the RFP where it is expected that vendors will enter their text.

1.10 CONFIDENTIAL INFORMATION

As a public entity, the District is subject to the Freedom of Information Act (FOIA). Information contained in proposals may be subject to FOIA requests.

1.11 RIGHT TO REQUEST ADDITIONAL INFORMATION

The District reserves the right to request any additional information that might be deemed necessary after the completion of this document.

1.12 RIGHT OF REFUSAL

The District reserves the right to reject any or all proposals in their entirety, evaluate suggestions or exceptions, waive irregularities, or select certain solutions from various vendor proposals, based on the best interests of the District. The District reserves the right to reject any or all proposals for a specific section.

1.13 PROPOSAL PREPARATION COSTS

The Vendor is responsible for any and all costs incurred by the Vendor or its subcontractors in responding to this RFP.

1.14 SYSTEM DESIGN COSTS

The successful vendor shall be responsible for all software design and configuration, project management, information gathering, testing, training and data conversion to achieve a successful implementation. This cost must be included in the base bid.

1.15 PRICING ELIGIBILITY PERIOD

All vendor proposal bids are required to be offered for a term not less than **200** calendar days in duration. A claim of mistake in computation of a proposal shall not void the proposals after they are opened and accepted.

1.16 CONTRACT PERIOD

The contract award resulting from this RFP shall be for a seven-year period. The District reserves the right to modify the contract term based on the final solution.

1.17 ADDITIONAL CHARGES

No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include verification and coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup, and training.

1.18 TURNKEY SOLUTION

All prices quoted must include all the software, services (including hosting), related hardware, etc., that will be necessary to make the system specified fully operational for the intent, function, and purposes stated herein. Federal or State Sales, Excise, or Use Taxes

Midland Public Schools is tax-exempt entity for all purposes except if the project makes enhancements and/or additions to real property.

1.19 CONTRACT REQUIREMENTS

The District considers this RFP legally binding and will require that this RFP and the resulting vendor proposal be included as addenda to any subsequent contracts between the Vendor(s) and the District. It should be understood by the Vendor(s) that this means the District expects the Vendor(s) to satisfy substantially all requirements and reports listed herein. Exceptions should be explicitly noted in the vendor proposals. **Lack of exceptions explicitly noted in the Vendor's proposal will be considered acceptance of all of the specifications as presented in this RFP.**

Minimally, the Agreement must contain the following language and respective components:

1.19.1 Identification of Parties to the Agreement Clause

Both the Vendor and the District shall be clearly identified by name. Neither of the identified parties to the Agreement shall assign or encumber any of its rights, or delegate or subcontract any of its duties defined in the Agreement, in whole or in part, to other third parties unless the other

party to the Agreement gives prior written consent. Subject to the foregoing covenant against assignment and delegation, the rights created by the Agreement shall pass to the benefit of the identified party and the duties and obligations resulting from the Agreement shall bind the identified party and their respective successors and assignees.

1.19.2 Entire Agreement Clause

The Agreement, including appendices and referenced attachments, constitutes the entire agreement between the District and the Vendor and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject.

1.19.3 Agreement Extension and Modification Clause

The Agreement may be modified or extended in accordance with the following procedures. In the event that all parties to the Agreement agree that such changes would be of a minor and nonmaterial nature, such changes may be effected by a written statement that describes the situation and is signed, prior to the effectiveness, by all parties. In the event that the changes are determined by either or all parties to the Agreement to be of a major or complex nature, then the change shall be by formal amendment of the Agreement signed by the parties and made a permanent part of the Agreement.

1.19.4 Term of the Agreement Clause

The term of all licenses and support agreements shall be clearly identified in the Agreement, but shall not be for less than seven years from the effective date.

1.19.5 Applicable and Governing Law Clause

The Agreement shall be subject to all laws of the federal government of the United States of America and to the laws of the state of Michigan. All duties of either party shall be legally performable in Michigan. The applicable law for any legal disputes arising out of the Agreement shall be the law of (and all actions hereunder shall be brought in) the state of Michigan, and the form and venue for such disputes shall be of the appropriate district, county, or justice court.

1.19.6 Notices Clause

All notices or communications required or permitted as a part of the Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:

- A. Actually received; or
- B. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party; or
- C. If not actually received, 10 days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set out in the section of

the Agreement titled "Identification of the Parties to the Agreement" or such other address as the party may have designated by notice or agreement amendment to the other party; or

- D. Upon delivery by the District of the notice to an authorized vendor representative while at the district site.

Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party.

1.20 SURVIVAL CLAUSE

All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the contract term or cancellation of the Agreement.

1.21 FORCE MAJEURE CLAUSE

Timely performance is essential to the successful initial implementation and ongoing operation of the system described herein. However, neither party will be liable for delays in performing its obligations under the Agreement to the extent that the delay is caused by force majeure.

1.21.1 Force Majeure Requisites

Force majeure shall not be allowed unless:

- A. Within three (3) calendar days of the occurrence of force majeure, the party whose performance is delayed thereby shall provide the other party or parties with written notice explaining the cause and extent thereof as well as a request for a time extension equal to the estimated duration of the force majeure events.
- B. Within seven (7) calendar days after the cessation of the force majeure event, the party whose performance was delayed shall provide the other party written notice of the time at which force majeure ceased and a complete explanation of all pertinent events pertaining to the entire force majeure situation.

1.21.2 120-Day Maximum

Under no circumstances shall delays caused by a force majeure extend beyond one hundred and twenty (120) days from the scheduled delivery or completion date of a task, unless by prior [to the one hundred and twenty (120) days] written notice of permission of the other party. Failure to secure this written prior permission, even in the case of force majeure, shall constitute default by the party failing to meet the requirement.

1.21.3 Right of Cancellation

Either party shall have the right to cancel the Agreement if force majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred and twenty (120) or more days from the scheduled date of the task. If a cancellation due to a force majeure occurs before title passes to the District, the Vendor may keep any parts of the system as it can salvage, but must remove same at its own expense. If cancellation occurs due to a force majeure after title passes to

the District, the system shall remain with the District and the Vendor shall be entitled to any such payments as have accrued according to the payment schedule.

1.22 INCORPORATION BY REFERENCE

The Vendor shall supply software, equipment, training, and other related services adequate to accomplish the requirements as set forth in the RFP and the vendor response to the RFP. Parties agree that where there is a conflict between terms of the Agreement and the information presented in the referenced documents, the Agreement shall take precedence. The parties also agree that where there is not a conflict between the Agreement and the information presented in the referenced documents, all terms, conditions, and offers presented in the Vendor's proposal shall herein be referenced to the Agreement and shall be binding upon all parties to the Agreement.

1.23 NON-WAIVER OF AGREEMENT RIGHTS

It is the option of any party to the Agreement to grant extensions or provide flexibilities to the other party in meeting scheduled tasks or responsibilities defined in the Agreement. Under no circumstances, however, shall any parties to the Agreement forfeit or cancel any right presented in the Agreement by delaying or failing to exercise the right or by not immediately and promptly notifying the other party in the event of a default. In the event that a party to the Agreement waives a right, this does not indicate a waiver of the ability of the party to, at a subsequent time, enforce the right. The payment of funds to the Vendor by the District should in no way be interpreted as acceptance of the system or the waiver of performance requirements.

1.24 GENERAL INDEMNIFICATION

The Vendor agrees to indemnify, hold harmless, and defend the District, its Board and its Board members in their official and individual capacities as well as its successors, assignees, employees, contractors, and agents from and against any and all claims, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of (i) the negligent act or willful misconduct of the Vendor, its officers, directors, employees, and agents, (ii) any breach of the terms of the Agreement by the Vendor, or (iii) any breach of any representation or warranty by the Vendor under the Agreement. The District agrees to notify the Vendor by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action, or proceeding for which it may be entitled to indemnification under the Agreement. The Vendor shall have the sole right, but not the obligation, to control the defense of any such claim. The District agrees to provide reasonable assistance to the Vendor, at the Vendor's expense, in defense of same.

1.25 PATENTS, COPYRIGHTS, AND PROPRIETARY RIGHTS

The Vendor, at its own expense, shall completely and entirely defend the District from any claim or suit brought against the District arising from claims of violation of United States patents or copyrights resulting from the Vendor or the District's use of any software, equipment, documentation, and/or data developed in connection with the services and products described in the Agreement. The District will provide the Vendor with a written notice of any such claim or suit. The District will also assist the Vendor, in all reasonable ways, in the preparation of information helpful to the Vendor in defending the District against this suit.

In the event that the District is required to pay monies in defending such claims resulting from the Vendor being uncooperative or unsuccessful in representing the District's interest, or in the event that the District is ordered to pay damages as a result of a judgment arising out of an infringement of patents and/or copyrights, the Vendor agrees to fully reimburse the District for all monies expended in connection with these matters. The District retains the right to offset against any amounts owed to the Vendor any such monies expended by the District in defending itself against such claims.

Should a court order be issued against the District restricting the District's use of any product of a claim, and should the Vendor determine not to further appeal the claim issue, at the District's sole option the Vendor shall provide, at the Vendor's sole expense, the following:

- A. Purchase for the District the rights to continue using the contested product(s); or
- B. Provide substitute products to the District, which are, in the District's sole opinion, of equal or greater quality; or
- C. Refund all monies paid to the Vendor for the product(s) subject to the court action. The Vendor shall also pay to the District all reasonable losses related to the product(s) and for all reasonable expenses related to the installation and conversion to the new product(s).

1.26 NONDISCRIMINATION BY VENDORS OR AGENTS OF THE VENDOR

Neither the Vendor nor anyone with whom the Vendor shall contract shall discriminate against any person employed or applying for employment concerning the performance of the Vendor's responsibilities under the Agreement. This discrimination prohibition shall apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, sex, religion, age, national origin, or ancestry. A breach of this covenant may be regarded as a default by the Vendor of the Agreement

1.27 SUBCONTRACTORS

Vendors may use subcontractors in connection with the work performed under the Agreement. When using subcontractors, however, the Vendor must obtain written prior approval from the District for activities or duties to take place at the district site. In using subcontractors, the Vendor agrees to be responsible for all their acts and omissions to the same extent as if the subcontractors were employees of the Vendor.

1.28 EFFECT OF REGULATION

Should any local, state, or national regulatory authority having jurisdiction over the District enter a valid and enforceable order upon the District that has the effect of changing or superseding any term or condition of the Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, the Agreement shall remain in effect, unless the effect of the order is to deprive the District of a material part of its agreement with the Vendor. In the event this order results in depriving the District of materials or raising their costs beyond that defined in the Agreement, the District shall have the right to rescind all or part of the Agreement (if such a rescission is practical) or to end the Agreement term upon thirty (30) days written prior notice to the

Vendor. Should the Agreement be terminated under such circumstances, the District shall be absolved of all penalties and financial assessments related to cancellation of the Agreement.

1.29 PROJECT MANAGEMENT STAFF DESIGNATION

The Vendor understands that the successful installation, testing, and operation of the system that is the subject of this document shall be accomplished by a cooperative effort. To most effectively manage this process, the Vendor shall designate a single representative to act as project manager, who shall have the authority to act on behalf of the Vendor on all matters pertaining to the Agreement.

In the event that an employee of the Vendor is, in the opinion of the District, uncooperative, inept, incompetent, or otherwise unacceptable, the Vendor agrees to remove such person from responsibility in the project. In the event of such a removal, the Vendor shall, within fifteen (15) days, fill this representative vacancy as described above. Regardless of whom the Vendor has designated as the representative, the Vendor's organization remains the ultimate responsible party for performing the tasks and responsibilities presented in the Agreement.

1.30 ASSIGNMENTS

The District and the Vendor each binds themselves, their partners, successors, and other legal representatives to all covenants, agreements, and obligations contained in the Agreement.

1.31 VENDOR AS INDEPENDENT CONTRACTOR

It is expressly agreed that the Vendor is not an agent of the District, but an independent contractor. The Vendor shall not pledge or attempt to pledge the credit of the District or in any other way attempt to bind the District.

1.32 INSURANCE

1.32.1 Workers' Compensation Coverage

The Vendor shall procure and maintain, during the life of the Agreement, Workers' Compensation Insurance, including Employer's Liability Coverage, in accordance with all applicable statutes of the state of Michigan.

1.32.2 Commercial General Liability Insurance

The Vendor, at the Vendor's sole cost and expense, shall procure and maintain, during the life of the Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than one million dollars (\$1,000,000) per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following features: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable; (F) Per contract aggregate.

1.32.3 Motor Vehicle Liability

The Vendor, at the Vendor's sole cost and expense, shall procure and maintain, during the life of the Agreement, Motor Vehicle Liability Insurance, including applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single-limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles and all hired vehicles.

1.32.4 Cyber Liability

The Vendor, at the Vendor's sole cost and expense, shall procure and maintain, during the life of the Agreement, Cyber Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by the Vendor in the Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide first-party and third-party coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

1.32.5 Additional Insured

The following shall be named Additional Insureds: Midland Public Schools, including all elected and appointed officials; all employees and volunteers; and all boards, commissions and/or authorities and their board members, employees, and volunteers.

This coverage shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

1.32.6 Notice of Cancellation or Change

Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: Sixty (60) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: David Dziedzic, Director of Technology, 600 E Carpenter Street, Midland, MI 48640.

1.32.7 Proof of Insurance Coverage

The Vendor shall provide the District, at the time the Agreements are returned for execution, Certificates of Insurance and/or policies, acceptable to the District, as listed below:

- A. Two (2) copies of Certificate of Insurance for Worker's Compensation Insurance;
- B. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- C. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- D. Two (2) copies of Certificate of Insurance for Cyber Liability Insurance;

- E. Original Policy, or binder pending issuance of policy, for Owners and Contractors Protective Liability Insurance;
- F. If so requested, certified copies of all policies shall be furnished.

1.32.8 Continuation of Coverage

If any of the above coverage expires during the term of the Agreement, the Vendor shall deliver renewal certificates and/or policies to Midland Public Schools at least ten (10) days prior to the expiration date.

1.32.9 Failure to comply

Failure to comply with the insurance requirements contained in the Agreement shall constitute a material violation and breach of the Agreement and may result in termination of the Agreement.

1.33 WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE

The District has presented detailed technical specifications of the particular purpose for which the software and equipment is intended. The District has provided detailed descriptions and criteria of how the system can be defined to accomplish this particular purpose. The District has also defined the exact procedures and techniques to be employed in testing whether the system has achieved the defined performance of this particular purpose. Given this advanced preparation concerning, and documentation about, the District's particular purpose, the Vendor, at the time the Agreement is in force, has reason and opportunity to know (1) the particular purpose for which products are required, and (2) that the District is relying on the Vendor's experience and knowledge of these products to provide those that are most suitable and appropriate. Therefore, the Vendor warrants that the system is fit for the purposes for which it is intended as described in this document.

1.34 WARRANTY

The Vendor warrants that the proposed solution will operate in accordance with the Vendor's proposal including Appendix B, and Vendor documents. The vendor shall provide at least a 1-year warranty on all proposed hardware components.

1.35 FINAL ACCEPTANCE OF THE SYSTEM

The system proposed shall be defined to be finally accepted by the District after the installation of the software, training, and successful completion of the following performance examinations: system hardware examination, performance examination, system functional competence examination, system capacity examination, full-load processing capacity examination, system availability examination, training, and system documentation. The District and its consultants shall be the sole judge of whether all conditions for final acceptance criteria have been met.

1.36 STANDARD FORMS AND CONTRACTS

Any forms and contracts the Vendor(s) proposes to include as part of any agreement resulting from this bid between the Vendor(s) and the District *must* be submitted as part of the proposal. Any forms and contracts

not submitted as part of the bid and subsequently presented for inclusion may be rejected. This requirement includes, but is not limited to, the following types of forms: subcontractor, franchise, warranty agreements, maintenance contracts, and support agreements.

1.37 NONCOLLUSION COVENANT

The Vendor hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of the Agreement. The Vendor certifies that its proposal is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same services and is, in all respects, fair, without outside control, collusion, fraud, or otherwise illegal action.

1.38 ADVERTISEMENT

The laws of the state of Michigan, the District purchasing policies, and the legal advertisement for contractors and purchases are made a part of any agreement entered into in the same respect as if specifically set forth in that agreement.

1.39 SELECTION CRITERION

The District intends to enter into a long-term relationship with a well-established vendor whose products, features, design philosophy, and support policies come closest to meeting the District's needs. The selected vendor must be a well-established, financially stable firm committed to technology in K-12; will have a commitment to attracting and retaining an excellent staff of technical and product support personnel; and will have a proven track record of support from installation planning through implementation and ongoing use. There should also be evidence of responsiveness to clients' suggestions for improvements. Finally, there must be a good fit between Vendor's staff and the District's staff to assure a good working relationship.

1.40 SPECIAL NOTES

Failure to include in the proposal all information outlined above may be cause for rejection of the proposal.

1.41 REJECTION OR AWARD OF CONTRACT

The District reserves the right to reject any or all proposals or any part thereof, to waive informalities, and to accept the proposal deemed most favorable to the District. The District reserves the right to reject all proposals and terminate the RFP process at any time.

The District expects to enter into negotiations with one or more responsible vendors whose proposals are determined to be the most advantageous to the District, taking into consideration price, the evaluation criteria set forth in this RFP, and any other factors the District deems relevant.

No proposal or acceptance or negotiation of a proposal shall be binding upon the District unless and until the District and the Vendor have entered into a definitive agreement signed by a duly authorized officer of the District. Any contract entered into between Midland Public Schools and the Vendor shall contain such representations, warranties, covenants, performance guarantees, indemnities, remedies, conformity with

Michigan law, and such other items as are customary in similar transactions and that are consistent with this RFP and the Vendor's proposal.

1.42 CRIMINAL BACKGROUND SCREENING

The District is committed to assuring a safe environment for students, employees and district visitors. Accordingly, the District requires criminal background certification compliance from vendors and subcontractors who perform work at any district facility. Each vendor or subcontractors shall certify that all legally required criminal history and criminal record checks, electronic finger print scans (Michigan and FBI), and/or any other background check requirements are conducted in accordance with applicable provisions within Sections 380.1230, 380.1230a-h, 380.1236a of the Michigan Revised School Code, and all other applicable federal and state laws concerning background checks. These results must be sent directly to the District. Additionally, the Vendor must certify that no owner, employee, agent, representative, vendor, and/or other personnel of the Vendor will be on any district premises if they are a registered criminal sexual offender under the Sex Offenders Registration Act, Public Act 295 of 1994, or have been convicted of a "Listed Offense" as defined under Section 722 of the Sex Offenders Registration Act, MCL 28.722. The Vendor shall also require employees, if and as applicable, to comply with the reporting requirements of Section 1230d of the Revised School Code and shall promptly forward any information so obtained to the District.

PROJECT REQUIREMENTS & SPECIFICATIONS

2 GENERAL REQUIREMENTS

2.1 INTENT

Midland Public Schools is currently using PowerSchool eFinancePlus for ERP and PowerSchool eSchoolPlus for SIS. The District wishes to explore additional K-12 ERP and SIS solutions through this RFP, in order to identify the system(s) most capable of streamlining the District's operations, supporting strategic decision-making, and providing the District with robust reporting capabilities. Midland Public Schools is seeking proposals for a SaaS or on-premise ERP and SIS solutions.

2.2 SCOPE

Midland Public Schools requires that responding vendors propose complete ERP, SIS, or ERP and SIS solutions, including software, project management, and other technology services for the scope of the project that the Vendor is bidding.

An outline of the required software system solution has been provided as follows:

ERP MODULES	SIS MODULES	SERVICES
<ul style="list-style-type: none"> • General technical • Reporting and Analytics • General ledger • Accounts payable • Accounts receivable and invoicing • Cash receipts • Procurement • Budgeting • Fixed assets • Employee expense Reimbursement • Human resources • Position control • Payroll • Benefits • Employee self-service • Time & Attendance 	<ul style="list-style-type: none"> • General technical • Academic planning • Attendance • Behavior and discipline • Gradebook • Student and parent portals • Scheduling & course planning • Special education • State reporting • Student records and demographics • Enrollment • Transcripts and grade reporting • Reporting and Analytics 	<ul style="list-style-type: none"> • Project management • Software installation and configuration • Hardware installation and configuration • Data conversion • Report and form development • Integration and interface development • Software modifications, if any • Implementation services • Training services, including development of training materials • Testing services • Change management • Knowledge transfer to staff • System documentation development • Ongoing support and maintenance services • Ongoing hosting services

The Key Volumes document contains information regarding key data volumes. The goals of this system are to:

- Increase data quality, integrity, and reliability
- Reduce and eliminate manual processes
- Support strategic decision-making and planning
- Streamline workflow and communications
- Deliver a self-service environment

2.3 MINIMUM REQUIREMENTS

The proposed system must meet the following minimum requirements. If your system does not comply, please do not submit a proposal:

2.3.1 Installed Base

The proposed system must have an installed base in K-12 school districts in Michigan.

2.3.2 Current Version

The proposed solution must currently be operational at other clients. Do not respond based on a future release. By implication, you must be able to demo a live (albeit anonymous) database.

2.3.3 Web-based

The system must be accessible via a variety of web browsers. There is a preference for the system to be developed using web technologies.

2.3.4 Integration

The proposed solution must integrate seamlessly. The proposed solution must also have the ability to integrate with ancillary systems. The SIS solution must have an existing or planned Ed-Fi connection with the Michigan DataHub.

2.3.5 Report Writer

The system must have a flexible, intuitive report writer tool, accessible to end users, that can access data from all modules, as well as external data, and has the ability to select, filter, sort, correlate, and summarize.

2.4 IMPLEMENTATION SCHEDULE

Midland Public Schools intends to implement ERP and SIS software solutions with a go-live date as stated in **Section 1.3, *Schedule of Events***. The Vendor should completely explain within the body of the proposal how the Vendor intends to address this schedule.

2.5 EVALUATION CRITERIA

The following criteria will be used in the RFP evaluation (presented in no specific order):

- Vendor fit
- Technical solution
- Compliance with functional requirements
- Cost, both initial and ongoing

2.6 PRICING MODEL

Vendors are to provide pricing for both a SaaS model and an on-premise model for Midland Public Schools.

2.6.1 SaaS Model

The system is installed and hosted by the Vendor or at a third-party site arranged by the successful vendor. We define SaaS as a solution in which the Vendor hosts the software and provides all hardware, disaster recovery, support, database administration, redundancy, and connectivity to the cloud. The solution must be web-based and require NO client-side software other than standard browsers with plug-ins that the Vendor must identify in their response.

The successful vendor is responsible for the installation and configuration of all software and utilities necessary for a fully operational system. The successful vendor will be responsible for all installation, training, and conversion services. The successful vendor will be responsible for all hardware purchases and maintenance in this model.

The licensing can be either subscription based or perpetual (the District owns the license) in this model. Please clearly identify your licensing model in your proposal.

2.6.2 Premise Based

The system is installed and hosted at Midland Public Schools. The successful vendor is responsible for the installation and configuration of all software and utilities necessary for a fully operational system and shall provide the hardware cost/implementation services as well. Additionally, the Vendor shall specify the hardware specifications necessary for the system, should the District procure it from a separate source. The successful vendor will be responsible for all installation, training, and conversion services for the District. The District may procure the hardware and operating system separate from this RFP; however, the Vendor will still be responsible for installation and configuration of the hardware. For the premise-based model, the District will be responsible for the ongoing support of the hardware but will be reliant on the Vendor for regular software updates and releases.

Both models assume that the successful vendor shall be responsible for the full installation, conversion, and training services.

Please note the following when preparing your proposal:

- Vendors shall provide firm and fixed pricing for the licensing based on the functionality described. For each item, indicate if the cost is one time, annual, or other. Vendors should indicate if their professional services fees are fixed or time-and-materials based.

- In the event the product or service is provided at no additional cost, the item should be noted as ***no charge*** or with words to that effect.
- In the event the product or service is not being included in the vendor proposal, the item should be noted as ***no bid***.
- Vendors shall provide all pricing alternatives in these cost sheets (***do not provide separate vendor-formatted price sheets***).
- The Vendor shall provide prices in U.S. dollars.
- The Vendor shall make clear the rationale and basis of calculation for all fees.

In presenting software license fees, the Vendor should:

- Explain all factors that could affect licensing fees.
- Make clear what type of license is offered for each price (named user, concurrent user, installed copies, processor-based, etc.).
- Indicate which product versions, operating platform(s), and machine classes are included for each price.
- Make clear the extent of any implementation services that are included in the license fees (installation, configuration, training, etc.).
- Identify whether the licensing is perpetual or subscription based.

2.7 PROJECT MANAGEMENT

The Vendor will be required to provide project management services during the implementation to ensure that the project has the greatest possible degree of success. These services are to utilize industry standard project management tools and techniques. Midland Public Schools expects the awarded vendor will minimally provide the following:

- **Work Breakdown Structure** – including tasks, responsibilities, interdependencies and milestones. It is expected that this tool will be used to manage activities during all phases of the implementation.
- **Issues Log** – to track the status and resolution of all issues during the implementation.
- **Regular (weekly) Status Meetings and Reports** – to advise project leadership at Midland Public Schools on the status of the implementation, including:
 - Progress to milestones
 - Project risks
 - Project budget
 - Upcoming activities
 - Homework items (outstanding and upcoming)
 - Other items as needed

2.8 IMPLEMENTATION PLAN

The Vendor is to provide an implementation plan in narrative format supported by an activity-level project plan that details how the proposed solution is to be implemented. This implementation plan should include the following elements:

- A. General implementation approach
- B. Project management approach
- C. Change management
- D. Data conversion plan
- E. Report development
- F. Forms development
- G. Integrations and interfaces
- H. Training
- I. Testing
- J. System documentation
- K. Knowledge transfer, including any tools, templates, or training materials that the Vendor will provide to Midland Public Schools
- L. Ongoing support and maintenance

The Vendor should not be constrained to only include the above items in the Vendor's proposal if the Vendor feels that additional items will add value to the overall implementation. Midland Public Schools requests that the Vendor provide their work plan in a Gantt chart format as part of the proposal. Additionally, the successful vendor must provide and maintain a detailed Gantt chart, showing tasks, dates, responsibilities, interdependencies, milestones, and critical path items throughout the implementation.

It is expected that the Vendor will lead the efforts in each of the implementation areas described below unless stated otherwise.

2.9 SOFTWARE INSTALLATION

The Vendor is expected to specify, furnish, deliver, install, and support all system software for the hosted solution.

Please see detailed questions in **Appendix A**.

2.10 SOFTWARE CONFIGURATION

The Vendor is expected to meet with Midland Public Schools to review and discuss software configuration prior to implementation. The outcome of these meetings will determine how the software shall be configured to best meet the needs of Midland Public Schools.

Please see detailed questions in **Appendix A**.

2.11 ARCHITECTURAL AND APPLICATION DEVELOPMENT ROADMAPS

Vendors are to provide their architectural and application development roadmaps for the next three to five years. If there is a requirement for an NDA, please include the appropriate paperwork in your response.

2.12 REPORT DEVELOPMENT

It is expected that the system will provide the ability for end-user querying and reporting to be performed without impacting the performance of the transactional system. It is also expected that the system will provide the ability to upload and download information ensuring integrity of uploaded information.

The Vendor is expected to provide assistance to Midland Public Schools staff in the development of needed reports, via technical training on the tools used for report development, database schema and architecture, etc.

Please see detailed questions in **Appendix A**.

2.13 DATA CONVERSION PLAN

As part of this implementation, vendors are required to provide data conversion of the files indicated in **Appendix A**. The Vendor is required to perform data verification to confirm that all data was transferred successfully, and will be required to obtain Midland Public Schools' sign-off for confirmation as well.

The successful vendor(s) is expected to assist Midland Public Schools in the conversion of electronic data conversion as well as with the coordination and planning related to manual data conversion (e.g., hand keying) to the new system. It is expected that Midland Public Schools will be responsible for data extraction from current systems and for data scrubbing and data pre-processing the data. The successful vendor(s) will be responsible for overall data conversion coordination, definition of file layouts, and automated data import and validation into the new software. It is expected that Midland Public Schools will be responsible for any manual data conversion (e.g., hand-keying).

Vendors should provide pricing for converting current, year-to-date, and prior year data as the base bid, and should also provide pricing for each additional year's worth of data as an option.

Please see detailed questions in **Appendix A**.

2.14 INTEGRATIONS AND INTERFACES

It is expected that information would only need to be entered once into the system. Modules within the system should be integrated in real time with each other such that batch processes are not required to transfer information from one area of the system to another unless that is the preference of Midland Public Schools.

2.15 TRAINING

Midland Public Schools has an expectation that:

- A. All power-user and technical training will be performed on site through implementation and be performed by the Vendor.
- B. End-user implementation training will be via vendor-provided training for power users and can use a train-the-trainer approach for extended areas with significant users including joint participation by the relevant Midland Public Schools process owner and Midland Public Schools IT Services staff person supporting the process area.
- C. The Vendor will include training for Midland Public Schools staff on the technologies required to support the new system.
- D. The awarded vendor will be responsible for providing training materials (in electronic format) for the initial vendor-delivered training as well as for use by Midland Public Schools for subsequent training.

Any training that cannot be easily accommodated or is not practical to be performed on site should be specifically identified. Midland Public Schools is open to conducting remote training via the internet, but wishes to understand the pros and cons of such an approach.

The Vendor should provide an overall description of their training approach that addresses the following (see **Appendix A** for specific questions):

- General time frames in which training will be conducted, given the go-live schedule stated earlier in this document;
- List the nature, level, and amount of training to be provided in each of the following areas:
 - Technical training
 - User training
 - Other staff (e.g., executive-level administration)
- Types of document that will be developed by the Vendor
- Tools that will be used in developing the training material
- Ongoing training opportunities

Please see detailed questions in **Appendix A**.

2.16 TESTING

The Vendor should describe their recommended approach to the following types of testing that are anticipated to be performed during the implementation effort and the type of assistance they anticipate providing to Midland Public Schools related to testing:

- A. System testing
- B. Integration testing
- C. Stress/performance testing
- D. User acceptance testing

2.17 SYSTEM DOCUMENTATION

The Vendor is expected to provide user manuals and online help for use by Midland Public Schools as part of the initial training and ongoing operational support. Additionally, the Vendor is expected to provide technical documentation. Describe what types of documentation you anticipate developing during the course of the project. Vendors must also provide access to existing documentation for review by the Selection Committee.

2.18 KNOWLEDGE TRANSFER

The Vendor should describe their process for ensuring that knowledge transfer to Midland Public Schools staff occurs (both technical staff and end users), such that staff is capable of providing Level 1 end-user support in the most efficient manner.

2.19 STAFFING PLAN

The Vendor must detail the type and amount of implementation support to be provided (e.g., number of personnel, level of personnel, time commitment, etc.). Include resumes for all personnel who will be assigned to the project to include the following information:

- A. Role on the project
- B. Number of years employed at your company
- C. Number of years conducting their proposed role on the project
- D. Expected amount of time (hours) that they will be committed to the project
- E. Relevant previous experiences

If the Vendor is using a subcontractor, please include information on subcontracting staff being used and their specific role on the project. Additionally, the Vendor should address the following items:

- A. Identify the degree to which vendor staff will be on site versus off site during the project.
- B. Demonstrate your ability to provide continuity of skilled consultant resources throughout the duration of the project.
- C. Describe the degree to which activities will be performed during normal business hours versus off-hours.

Likewise, Midland Public Schools requests that the Vendor provide an overall staffing plan for the project, including identification of district resources that would be utilized during the course of the implementation in terms of hours or full-time equivalents (FTEs), both for Midland Public Schools' IT Services department staff as well as those within the various district process-owning and process-using departments.

2.20 ONGOING SUPPORT AND MAINTENANCE

The Vendor shall be responsible for Level 2 and Level 3 support of the system and shall include these services in the annual cost proposal. Please see detailed questions in **Appendix A**.

Likewise, Midland Public Schools requests that the Vendor provide information with respect to expectations of the district staff involvement in providing ongoing support of the application.

2.21 HOSTING REQUIREMENTS

Proposals for SaaS model solutions must meet the following requirements:

- A. The system must be available 24 x 7 x 365 with a minimum of 99.9% uptime, measured on a **monthly basis. A service level agreement specifying this guaranteed uptime and describing credits for performance below this guaranteed level must be provided with your response.**
- B. Maintenance windows must be scheduled outside of normal business hours, and agreed upon with District staff. Windows should be pre-defined and communicated to District staff. Any non-standard window must be communicated to District staff at least two weeks in advance, with the exception of emergencies. In an emergency, Vendors are to work with District IT staff to determine appropriate time and communication to staff.
- C. All data must reside in the United States.
- D. All system data and files should be regularly backed up to a secondary data center/disaster recovery site outside of the main data center's same weather pattern and power grid. Backups shall occur such that the longest amount of time for transaction loss does not exceed 8 hours.
- E. Vendors should have a documented Security Incident Response Plan (SIRP) that addresses the vendor's plan for preventing, detecting, and responding to security breaches or cyberattacks in which the District's data or operations may be compromised.
- F. Vendors must have a documented Disaster Recovery Plan (DRP) that addresses recovery and maintenance of system data and operations in response to hazard or emergency scenarios. This plan should be tested regularly to ensure that it is both tangible and actionable.
- G. Vendors should have a documented Business Continuity Plan (BCP) that addresses localized or system outages that create an impact to one or more business functions. The BCP should account for the rapid restoration of services and redundancies in technology or process.
- H. Vendors must be compliant with SSAE18 SOC2 and must provide a copy of their most recent audit report prior to contract award.
- I. In the case of a hosted or SaaS solution, Midland Public Schools reserves the right to inspect and investigate thoroughly the data center facilities, equipment, business reputation, and other qualifications of the Vendor and any proposed subcontractors and to reject any proposal irrespective of price if it shall be determined that the Vendor is deficient in any of the essentials necessary to assure acceptable standards of performance. Midland Public Schools reserves the right to continue this inspection procedure throughout the life of the Agreement that may arise from this RFP.

Vendors must respond to questions in **Appendix A** with regards to new releases, OS patching and data locations. Please provide a copy of your service level agreement that guarantees 99.9% uptime.

2.22 SYSTEM PERFORMANCE

System response time must not impede the ability for staff to perform their required job functions using the system. The system must be available 24 x 7 x 365, with a minimum of 99.9% uptime. Describe the performance of the proposed system, including reference to the following performance areas:

- A. Guarantees on system performance
- B. Studies/benchmarks on system failure frequency, duration, and impact and root-cause analysis
- C. Problem avoidance techniques
- D. Evidence of system scalability to meet future needs as noted in key volumes section

Additionally, minimum hardware, software, storage, memory, operating system, and other requirements for desktops and laptops to access the application must be provided such that Midland Public Schools can determine the extent to which existing computers must be upgraded or replaced.

2.23 OTHER COSTS

If any costs are associated with your proposed services that have not been identified in prior sections, they must be detailed here. Any such charges will be clearly identified, and all nonrecurring and monthly costs should be provided. These other costs, if any, must be shown using the form **Appendix A**.

3 APPLICATION SOFTWARE REQUIREMENTS

Appendix B contains the application specifications for each desired system application module. In each of the above subsections, the **most critical** requirements for each application are presented. We believe that the majority of the requirements identified for these applications can be met by packaged software products with minimal software modification.

Each vendor should review the specifications and reports listed in each subsection and respond as to their availability within their software system. Vendors, at their option, may propose on specific sections only. The responses should be entered into the attached Excel spreadsheet under the “**Vendor Response**” column of the attached functional specification as follows:

- Y** Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table-driven setups, and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution.
- R** Functionality is provided through reports generated using proposed reporting tools.
- T** Functionality is provided by proposed third-party functionality that has a standard integration or interface with the primary vendor solution (i.e., third party is defined as a separate software vendor from the primary software vendor). *This third-party software must be included in your costs in order to be identified as a “T” in your response.*
- M** Functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface, which may have an impact on future upgradability.
- F** Functionality is provided through a future release that is to be available within one year of the proposal response.
- N** Functionality is not provided.

Please return a copy of these files **in Excel format** in electronic format with your proposal.

APPENDICES (PROVIDED SEPARATELY)

Appendix A – Vendor Response – District Information, Forms, Questionnaires

Appendix B1 – ERP Software Specifications

Appendix B2 – SIS Software Specifications