## **MONTGOMERY COUNTY PUBLIC SCHOOLS**

Procurement Unit

45 West Gude Drive, Suite 3100

# **Rockville, Maryland 20850**

**Request for Proposal No. 4324.2**

**For the Provision and Implementation of School Activity Fund**

**Accounting & Management Software System**

**1.0 INTENT**

Montgomery County Public Schools (MCPS) is soliciting proposals from qualified vendors for the provision and implementation of an integrated web-based accounting software system that efficiently manages the financial data and reporting of school activity funds.

1.1       Contract for the provision and implementation of a cloud solution that efficiently manages the financial data and reporting of school activity funds, online payments and associated fee management activitiesat the local school and central office level. Solution to include credit card, check card or electronic check acceptance through web-based transactions for the collection and processing of various types of payments.

1.2       The proposed system shall provide a secure on-line, user friendly payment system that allows parents to view their child’s financial account history through a web portal and to electronically make payments for school activity items such as field trips, fund raisers, school store items, student financial obligations, curricular fees and donations.

1.3       The proposed application shall seamlessly integrate and automate workflows based upon MCPS business rules, allowing for efficient staff utilization.

1.4       Preferred software solutions will create efficiencies by reducing the need for cash handling in the schools and by integrating systems and/or providing tools to manage tasks that now require separate systems or manual paper processes. Some examples are provided below:

1. student financial obligations
2. fee collection and remittance
3. field trip accounting
4. fund raiser activity approval, accounting & completion reports
5. textbook inventories
6. ticket accounting/admissions control

**2.0** **INTRODUCTION**

MCPS is the 14th largest school system in the United States, and the largest in the state of Maryland. MCPS has 25 high schools, 40 middle schools and 134 elementary schools, in addition to a career and technical center, five special schools and a program for alternative studies. During the 2018–2019 school year, MCPS served more than 162,680 students from 157 countries speaking 150 languages. With a Fiscal Year (FY) 2019 Operating Budget of approximately $2.52 billion, MCPS employs more than 23,800 employees. Among the 206 schools that MCPS operates, 39 are National Blue Ribbon schools. Six MCPS high schools rank in the top 200 of The Washington Post’s 2015 High School Challenge, and all 25 MCPS high schools appear on this list, which only includes the top 11 percent of high schools in the country. MCPS has one of the highest graduation rates among the nation’s largest school districts, according to an Education Week report. In 2010, MCPS was the recipient of the Malcolm Baldridge National Quality Award, the highest presidential honor given to American organizations for performance excellence. The student demographics of MCPS in 2018 are as follows:

White: 28.3%

Hispanic/Latino: 32.3%

Black or African American: 21.4%

Asian: 14.4%

Two or more races: ≤ 5.0%

American Indian or Alaskan Native: ≤5.0%

Native Hawaiian or other Pacific Islander: ≤5.0%

Students receiving Free and Reduced-price Meals System (FARMS): 35.1%

English for Speakers of Other Languages (ESOL): 17.5%

Students receiving special education services: 11.7%

2.1 **Project Background**

 All 200 schools in MCPS maintain Independent Activity Funds (IAF), sometimes referred to as student activity funds that are managed separately from the school’s appropriated fund allocations. These funds are derived from student activities such as fund raisers, field trips, admissions, yearbook, school store operations, donations and small grants from community groups such as Parent Teacher Student Associations (PTA/PTSA), educational foundations and local business partnerships. Each school is authorized to establish and maintain one checking account at the banking institution of its choice. Activity funds in excess of those needed within 30 days are invested in a Centralized Investment Fund (CIF) that operates through a structure governed by an Advisory Council elected by the school membership. Schools may have up to 10 CIF accounts (one main account, and up to nine subaccounts).

The cash flow managed at the school level varies according to level and student enrollment.

Cash Flow by School Level: Averages for Fiscal Year (FY) 2011

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| LEVEL | Average Enrollment as of 9/30/2010 | Beginning Cash Balance as of 7/01/2010 | Receipts | Disbursements | Ending Cash Balance as of 6/30/2011 | Receivables | Total Payables |
| Average Elementary School | 518 | $29,204.99 | $48,645.40 | $46,539.76 | $31,310.63 | $807.87 | $2,161.02 |
| Average Middle School | 804 | $93,300.97 | $172,481.22 | $174,027.71 | $91,754.48 | $6,873.33 | $7,410.14 |
| Average High School | 1791 | $344,624.43 | $757,087.84 | $762,175.53 | $339,536.74 | $50,760.28 | $29,605.85 |

School principals have the overall fiduciary responsibility for the IAF. Each school is staffed with a financial agent who is responsible for managing the IAF in accordance with federal, state and local laws, MCPS policies and regulations. The management roles and responsibilities vary according to school level as follows.

**Elementary Schools**

School administrative secretaries serve as the financial agent responsible for daily school business activities and processes in the elementary schools. The administrative secretary uses a manual account management process to monitor funds available, issuing hand written checks, receipts, and account transfers as required. Each elementary school is supported by a bookkeeper who visits the school, monthly, to record transactions in the accounting software and perform reconciliations, monthly close-out and reporting as required. Elementary schools are audited, on site, every 3 years.

**Secondary Schools**

School financial specialists are staffed at the middle and high school level. School financial specialists use accounting software to maintain a complete accounting program with monthly reconciliation for the receipt and disbursement of IAF’s, and are responsible for the month and year-end IAF fund reconciliation, reporting, and close outs. Their routine tasks include receiving funds, issuing and recording receipts, generating checks for approved expenditures and ACH payments to reimburse MCPS, bank statement reconciliation and generating monthly and year-to-date financial statements at the fiscal year-end. Additionally, a school business administrator is staffed at the high school level to provide overall leadership to the financial management of school financial and business operations. Middle schools are normally audited, on site, every 18 – 24 months; high schools are audited every 12 – 18 months.

**Current Accounting Software**

Currently, elementary schools are using the 2004 version of Quicken; the version was designed for personal rather than school fund use. Secondary schools use a 16-bit software program developed by Education Programs and Educational Software (EPES). The EPES version 5.62 needs to be updating due to limited functionality. Both of the software applications used by schools are stand-alone applications installed individually on each school file server.

MCPS schools currently use a separate Oracle based Financial Management System (FMS) to manage operating fund allocations, procurement, and mileage reimbursement. The FMS system includes an iReceivables module that allows schools to reimburse MCPS electronically (ACH) for school event overtime, purchase orders, and purchase card expenditures charged to the school activity account. The Lawson Human Resources Information System (HRIS) is used to manage staff information and payroll attendance collection. None of these systems are integrated with the current school accounting software. Duplicate manual effort is required to enter data, process transactions, and produce financial management reports. Preferred software solutions will be capable of Oracle integration using a phased approach.

2.2 The Office of Technology and Innovation (OTI) supports the systems and technical infrastructure of the school system and ensures that day-to-day operations function optimally. Any solution proposed by a prospective vendor must operate optimally as part of the MCPS infrastructure. Some relevant characteristics of the MCPS infrastructure are as follows:

* All staff and students authenticate to the MCPS network using their Active Directory credentials.
* Separate SAML authentication is used for parents (separate from staff and students).
* The standard operating system for centrally managed server applications is Windows Server 2019.
* MCPS uses both Microsoft SQL Server 2019 and Oracle 12 as the standard for enterprise database management.
* Web applications are typically served using Microsoft Internet Information Server (IIS).
* Web applications are typically load balanced using an F5 BigIP load balancing appliance.
* The MCPS standard software development platform is Microsoft .NET (C# and ASP.NET) for custom development and integration.
* MCPS uses Oracle Cloud to manage the financial chart of accounts for all schools and offices.
* All schools have a minimum of 1Gbps download speeds and 1Gbps upload speeds to the MCPS data center and the internet.
* All schools have desktop workstations with a minimum configuration of a 250 GB hard drive, 4 GB RAM and a 2.8 GHz processor. These desktop computers use the Windows 10 operating system.
* Supported Browsers:
	+ - Chrome – computers are set to auto-update, currently lowest version (on older Chromebook devices) is 74; newer devices are at 87.
		- Edge – computers are set to auto-update, now a Chrome-based browser, version numbers are similar to Chrome’s, currently at version 87.
		- IE – scheduled End Of Life is 8/17/21; already a known security risk, MCPS is moving away from IE, with both the update of current devices and the acquisition/deployment of new devices. Non-IE browser is preferable.
		- Use of HTML5/CSS3/JS over Java/Flash/Silverlight is preferable (including other “sunsetting” plugin technologies.)
* The minimum IOS (Apple) and android devices supported are iPhone 6s and Samsung Galaxy S6.
* MCPS develops any out of band reporting with Microsoft Power BI or SSRS.

2.3 MCPS school based financial agents and the following central offices are expected to be the main participants on this project: Office of the Chief Operating Officer (OCOO), Department of Financial Services (DFS), Department of Materials Management (DMM), Office of Shared Accountability (OSA), and the Office of Technology and Innovation (OTI)

1. **SCOPE OF SERVICES**

The ​following ​list of ​requirements, ​although ​extensive, ​is ​not ​exhaustive ​and ​is ​intended ​to provide ​interested ​respondents ​with ​sufficient ​basic ​information ​to ​submit ​proposals ​meeting minimum ​requirements, ​but ​is ​not ​intended ​to ​limit the​ ​proposal's ​content ​or ​exclude ​any relevant ​or ​essential ​information. Proposals should address the entire scope of services requested. All aspects of the scope are mandatory.

 3.1 The scope of services consists of the following:

3.1.1 Technical Requirements

1. Operating Environment
2. The system must integrate optimally into the MCPS technical infrastructure outlined in this RFP.
3. System Security Administration
4. The system shall integrate with Microsoft Identity Manager, should user identity provisioning be needed.
5. The system shall integrate with Microsoft Active Directory or Azure Active Directory for user authentication.
6. The system shall allow management of authentication and authorization for all sites centrally.
7. The system shall apply changes to permissions and authorization levels in real time, at a minimum sync of once per hour.
8. The system shall retain logs of unsuccessful logon attempts.
9. The system shall support expiration of cookies at end of a session (by both logging out of the system or closing the browser).
10. The system shall provide the ability to modify the session timeout length due to system inactivity by a user.
11. The system shall integrate with multiple identity providers (IDP).
12. The system shall authenticate using SAML authentication from the student information system (SIS) Synergy, for parent and student users.
13. User Permissions Management
	1. The system shall distinguish roles with differing degrees of authority in the system including, but not limited to the following capabilities:
		1. System Administration/Configuration
			1. Install and update the system
			2. Configure roles, users, and system-wide settings
			3. All abilities of Power User role
		2. Power User
			1. Ability to audit usage of the system
			2. Ability to create and participate in workflows for all sites
			3. Ability to create and modify reports for all sites
			4. All abilities of Site Administrator role.
		3. Site Administrator
			1. Manage user settings for a specific site as allowed by the system administrator
			2. Create and modify site specific reports
			3. All abilities of the User role
		4. User
			1. Ability to create, read, update, and delete data for a specified site.
			2. Ability to participate in a workflow for a specific site.
			3. Ability to view reports for a specific site.
		5. View Only/Reporting
			1. Ability to view reports for a specific site.
		6. vi. Parent/ Guardian user
			1. Ability to read account data for a specified student(s).
			2. Ability to participate in transaction workflows for a specified student(s).
			3. Ability to view reports for a specified student(s).
		7. vii. Student user
			1. Ability to read their own account data.
			2. Ability to participate in transaction workflows for their own account.
			3. Ability to view their own activity report
	2. The system shall provide the functionality to allow the System Administrator to configure permissions based on the following:
		1. Group (including groups based on job responsibility for separation of duties)
		2. Role
		3. User ID
		4. Screen
		5. Activity
	3. The system shall provide the ability for tables, columns, screens, and fields to be hidden, made read-only, and updateable by the system administrator.
14. Environment
	1. The system shall provide 256-bit SSL encryption or other industry standard secure data transmission protocol for each user session.
	2. The system shall support or provide a secure database environment protected from unauthorized access or update.
	3. The system shall support the "most restrictive" level of security based on the roles a user has been assigned.
	4. The system shall detect and display potential security issues and provide a mechanism to report on and resolve all issues appropriately.
	5. The system shall provide functionality for the System Administrator to view security reports including authorized system use, unauthorized access attempts, and security profiles of user.
	6. The system shall provide the ability to view log files for all changes, deletions, and additions including date/time, user id, and workstation or other input device identifying information (e.g. name, type, IP address, etc.).

3.1.2 Functional

The following features are desired:

1. Process General Ledger, Accounts Payable, Accounts Receivable, Cash Receipts/Disbursements, Journal Entry Processing, Check Writing, Inventory, Bank Reconciliation, Month End Closing, and Year End Closing data.
2. Generate monthly financial reports for 208 individual schools, and Generally Accepted Accounting Principles (GAAP) compliant consolidated Agency Fund Financial Statements for all combined schools.
3. Process financial accounting transactions and track, report, and store the resultant financial data for local school activity funds in a secure environment that assures all data and transactions are safe.
4. Provide the capability to add and delete school sites.
5. Manage access to information and centrally defined reports.
6. Provide support for software and data from a central office location.
7. Provide cash receipt options for credit card, check card or electronic check acceptance (Check 21), and other cash clearing through web-based transactions.
8. Streamline operations and automate workflow.
9. Support integration with the student information system (Synergy).
10. Capable of Oracle Cloud integration.
11. Provide payment options for credit card, check card or electronic check acceptance, and other electronic payment methods through web-based transactions.

3.1.3 Operational

All data shall be entered by school-based staff through a web-based portal to a single centralized database centralized database housed in the cloud. The following features are desired:

1. Be menu-driven, allowing the user to enter, edit, store and back up data, and produce monthly, year-to-date, and annual reports.; for example GASB 84. See example attached.
2. The software shall have a high degree of usability, meaning it must be easy to navigate, be “user friendly,” and minimize the need to know double-entry bookkeeping.
3. Provide keyboard short cuts such as copy/paste and auto-fill.
4. Permit carrying forward fund balances, accounts payable and receivable, and calendar year-to-date payments to vendors when monthly and yearly close-outs are performed.
5. Provide multiple levels of role-based security to permit controlled access to data, reports and information by individual school-based users and central office staff. For example:

a. Each school shall only have the ability to access its own financial information.

b. School administrators shall have the capability to view any student, club or other accounts.

c. A student and his/her parent shall have the capability to monitor that student’s individual account, preferably online.

d. Teachers and activity sponsors shall have the capability to view his/her class or club/activity account(s) to verify receipts and disbursements and determine which of their students have or have not paid required fees.

e. Central office and Internal Audit staff shall have read-only ability to view and audit activity detail for all account transactions.

f. Visiting Bookkeepers and some school staff will have bank reconciliation only access.

1. Provide centralized access to set up/control a standard chart of accounts and to review individual schools as well as collective Independent Activity Fund (IAF) accounting transactions for the purpose of monitoring and reporting.
2. Allow an internal auditor to verify all essential data needed for required auditing procedures, including the date and time stamp on all major transactions.
3. Provide automatic data back-ups.
4. Provide a safeguard to ensure that a back-up is performed before all fiscal period close-outs.
5. Provide a safeguard to ensure that the total balance of funds in the control accounts is equal to the total balance of all fund accounts prior to allowing all fiscal period close-outs.
6. Support a minimum of cash control accounts for each school (checking, savings, petty cash, etc.).
7. Support a minimum of 999 accounts and the capability to add subaccounts for each school.
8. Provide ability to inactivate/end date accounts.
9. Permit local printing of checks using pre-printed check stock of various kinds, reports, receipts, etc., sent to a designated printer at each school site
10. Be accessible to authorized users from any MCPS computer or device.
11. Be accessible to authorized users through Virtual Private Network (VPN) access.
12. Provide the ability to inactivate/ end date user access.

3.1.4 Cash Receipt Processing

The following features are desired:

1. Help manage the inflow of school activity funds including but not limited to student activity fees, admission receipts, fund raisers, donations, financial obligations, testing fees, etc.
2. Provide for electronic data exchange with Synergy student information system.
3. Provide cash counting tools for teachers, sponsors, and/or financial agents.
4. Automatically transfer fees and financial obligations as the student’s school location changes.
5. Accept payments on-site and online through methods such as credt card, eCheck, ACH, etc.
6. Accept payment of fees with cash, check, and credit/debit cards (online).
7. Maintain and print a cash receipts journal for each cash account that is printable for any desired period and that includes totals. Transactions in the journal shall not be editable.
8. Provide for the entry of cash receipts. Data entered shall affect all applicable fund accounts.
9. Print receipts on-site at the time of payment or afterwards as determined by the school.
10. Automatically generate sequential receipt numbers.
11. Permit batch or individual posting of receipts.
12. Allow receipt transactions to be posted to multiple accounts.
13. Prevent receipts from being deleted once printed.
14. Track and properly account for returned payments (checks, invalid credit/debit cards).
15. Provision for posting manual receipts using pre-printed stock from various sources.
16. Allow for manual (delayed and out-of-sequence) entry of serial numbers for manually written receipts.
17. Allow for sequential deposit ID numbers.

3.1.5 Disbursements

The following features are desired:

1. Help manage the outflow of school related funds including but not limited to refunds, payment to vendors, payment to MCPS, etc.
2. Process refunds to students for a variety of reasons.
3. Data entered shall affect applicable fund accounts and vendor records.
4. Edit verification shall ensure that the disbursement amount in the cash account is equal to the amount taken from the fund accounts.
5. Print configuration can be customized to print to users’ existing checks.
6. Permit batch or individual printing of checks.
7. Provision for posting manual checks using pre-printed check stock from various sources.
8. Automatically generate sequential numbers for check printing.
9. Allow for manual (delayed and out-of-sequence) entry of serial numbers for manually written checks.
10. Generate payee information based on information in the vendor file.
11. Allow disbursement transactions to be posted to multiple fund accounts (>12).
12. Provide a process for voiding checks; posted voids shall generate entries in the cash disbursements journal, all applicable fund account records, and vendor records.
13. Maintain, view and/or print a cash disbursement journal for each cash account that shall be printable for any desired period and shall include totals.
14. Prohibit transactions listed in the journal from being edited.
15. Allow for one-time/ quick payment solely for parent refunds.

3.1.6 Fee Management

 The following features are desired:

1. Allow online credit card refund processing to parents and/ or students for a variety of reasons.
2. Manage student demographic data such as progressing students between grades at year end.
3. Provide documents (letters, etc.) or other functionality to support collection efforts.
4. Track what collection correspondence has been released.
5. Allow scheduled reminders (emails or letters) to be set up and generated in batches.
6. Provide an option for teachers to create and post student receivables such as field trips, lost textbooks, and other obligations.
7. Provide the ability to display obligations through an internal web portal.
8. Support a custom fee structure.

3.1.7 Vendor Information

The following features are desired:

1. Provide a school level and/or centralized vendor system.
2. Vendor information includes vendor name, vendor code, Federal Employer Identification Number (FEIN), mailing address, telephone number, fax number, contact.
3. Provide safeguards to avoid duplicate vendors in system.
4. Permit the display of vendor payments showing totals and/or transaction detail, for date-limited periods (custom dates, year-to-date, prior period, etc.)

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1. Ability to differentiate groups of vendors (e.g., MCPS staff reimbursements, payment for students’ services, payment to 1099 vendors, etc.).

3.1.8 Process Journal Transactions

The following features are desired:

1. Provide for the entry of transfers between fund accounts.
2. Allow for multiple recipient accounts from a single transfer, as well as a single recipient account for multiple transfers on a single transaction.
3. Provide for the entry of adjustments to the accounting records.
4. Edit verification shall ensure each adjustment is in balance at the fund account level (the amount posted to the cash account will equal the amount posted to all fund accounts).
5. The system will permit editing all entries prior to posting.
6. The system shall not allow monthly or annual fiscal period closeout if all transactions are not posted.
7. Maintain, view, and/or print a fund transfer journal for any desired period.
8. The system shall include totals for funds transfers and adjustment journals.

3.1.9 Bank Reconciliation

The following features are desired:

1. Ability to prepare and print monthly bank reconciliation for both checking and savings accounts.
2. Bank reconciliation wizard or screen help to assist with bank reconciliation process.
3. Bank reconciliation shall show the calculations used to reconcile the cash account with the bank statement and indicate any un-reconciled amounts.
4. The following items will be shown in the bank reconciliation report: outstanding checks, deposits in transit, and all adjustments posted to reconcile the cash account balance to the bank statement for such items as bank errors, returned checks, bank charges, etc.
5. Display and/or print list of cleared checks in sequential order for any desired month.

3.1.10 General Ledger

The following features are desired:

1. The general ledger shall contain all transactions posted to the accounting system, including receipts, disbursements, and expenditure adjustments.
2. Provide for grouping and sub-totaling of fund accounts by category.
3. Printable for: all accounting periods and/or selected accounting periods; all accounts and/or selected range of accounts.
4. For the period being printed, the general ledger shall show the beginning balance of each account, calculate receipts, disbursements, and adjustments, and show the ending balance.

3.1.11 Fiscal Period Processing

The following features are desired:

1. Ability to generate automated monthly accounting period close-outs. General ledger balance and bank reconciliation must match before closing. Hard close to prevent entries after closing. End-of-month balances shall be carried over as beginning balances for the next month.
2. Ability to generate automated yearly accounting period close-outs. Hard close to prevent entries after closing. Year-end balances shall be carried over as beginning balances for the next month.
3. Ability to easily switch between the current data file and prior year data (with administrative controls, passwords and lockdowns).
4. Keeps separate records for each fiscal year’s transactions and balances.
5. Prohibit postings to prior or future fiscal periods. Only one fiscal period shall be available for posting transactions.
6. Aggregate 1099 vendor data in electronic file format for central reporting/ production of 1099’s.
7. Display and print a trial balance report.
8. Prepare and print a consolidated monthly financial report:

a. Showing the beginning balance, total month receipts, disbursements, transfers, adjustments, and ending balance for each fund account.

b. Sorted and totaled by category of funds.

1. Prepare and print a year-to-date financial report.
	1. The report shall show the balance at the beginning of the fiscal year, total yearly receipts, disbursements, transfers, adjustments, and ending balance for each fund account.
	2. The report shall be sorted and totaled by category of funds.
2. Provide optional year over year financial reporting (user defined start and end date reporting).

3.1.12 Audit & Reporting Capabilities

The following features are desired:

1. Maintain proper audit trails for system transactions and properly restrict the modification of reconciled transactions.
2. Provide data management and maintenance tools including, but not limited to, the ability to archive/condense data.
3. Provide standard reports of consolidated school financial data – by system, by level – as well as by individual school.
4. Ability for central administrator to create and save a custom report and make that report accessible at an individual school level.
5. Ability to download reports to other formats, e.g., Excel, Access.
6. Querying function for customized reporting.
7. Option of saving reports in electronic format.
8. Please provide samples of reports available in the system.

3.1.13 Software Maintenance and Support

 Offerors are to provide details of their software maintenance and support services/program. It should include, but not be limited to: customer/ technical support; software renewals; software maintenance, including updates and patches, and data recovery plans for situations resulting in equipment/ data loss. (NOTE: Life cycle costs)

3.1.14 Training and Implementation

1. Please describe the training required for the initial implementation staff and where the training might be conducted. It is anticipated that an initial group of approximately 20 users (train the trainer scenario) would be trained to participate in implementation. What is your experience with train the trainer models?
2. Approximately 400 people will need to be trained on using the software. Offerors must also give details on any end user, super user and technical training that will be made available to MCPS personnel on the product(s) proposed. Please provide an outline of the proposed training plan for all school staff on the daily operation and maintenance of the software (i.e.: training/set-up, efficient payment processes, equipment operating/handling/maintenance procedures, end-user seminars/ webinars, type of assistance that will be provided at the time of installation, etc.).. Include the type of training, length and typical schedule based on role
3. Does system include a tutorial/ training database so users can be trained in a non-production/ training environment?
4. Are training guides and support materials customizable to MCPS format? Are they available as electronic and print materials?

3.1.15 Warranty

1. Respondent shall provide an application software warranty of at least thirty-six months after system acceptance as part of the software license agreement.
2. The warranty shall warrant that the system is free of defects and operates in accordance with vendor documentation.
3. Vendors shall provide a copy of the terms and conditions of the software warranty with the proposal.

3.1.16 Data Conversion

1. Respondent shall be responsible for providing the methodology and technical support to convert all data (current and prior years as detailed by school level: ES-3 yrs, MS-2 yrs, HS-2 yrs) from existing school accounting software (School Funds Online and Online School Payments) to proposed software for all school locations.
2. Provide the ability to access legacy data from current school accounting software, School Funds Online.

3.1.17 MCPS Responsibilities

1. MCPS responsibilities to be determined depending on the type of system selected.

 3.2 The Respondent must develop a project plan that details all of the tasks and activities, milestones, deliverables, and resources required to complete the work contemplated under the Scope of Work. The project plan must be submitted for MCPS approval within thirty (30) days of contract execution. The project plan must be developed in close coordination with MCPS staff.

**4.0** **CONTRACT TERM**

The term of contract shall be for three (3) years as stipulated on the RFP. Implementation will take one year at a maximum. However, the contract may not begin until one day after approval by the Board of Education and will conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to two (2) three (3) -year additional terms. Written notice indicating MCPS’ intention to pursue the extension of the contract will be issued to the successful Respondent(s) 90 days prior to the expiration of the original contract. The Respondent shall have ten (10) days from the date of notification to return the notice acknowledging its intent to accept or reject the extension.

Once all responses are evaluated, MCPS staff may make a recommendation to the Board to extend the contract or decide to rebid. If the contract is extended by the Board, a contract amendment will be issued.

**5.0 CONTRACT TERMINATION**

MCPS reserves the right to cancel the contract in whole or in part at any time in accordance with Article 12 of the MCPS General Contract Articles. MCPS also reserves the right to cancel the contract with a Respondent for failure to comply or failure to fulfill the terms of this contract in accordance with Article 13 of the MCPS General Contract Articles.

**6.0 REFERENCES**

All Respondents shall include a list of a minimum of three references who use the Respondent’s services who can attest to their quality of work and, if possible, shall include school districts of comparable size to MCPS that have utilized the Respondents’ services. Respondents shall include names of client, contact person, email address and phone number of all references. Also, as an attachment, Respondents shall include a list of all current school district clients. Respondents should also provide a summary of similar work they have undertaken and any legal or other challenges to fitness-for-duty or other tests that they have developed.

References may or may not be reviewed or contacted at the discretion of MCPS. Typically, only references of the top ranked shortlisted Respondents are contacted. MCPS reserves the right to contact references other than, and/or in addition to, those furnished by a Respondent.

 Contact Phone

 Company Name & Address Person Number

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#### 7.0 FORMAT OF RESPONSE

7.1Response to this RFP should be in the same sectional format and sequence as this RFP and provide an individual response to each RFP specification in its Technical Proposal. All proposals must be presented using the same numbering sequence and order used in this RFP document or as otherwise specified by the MCPS. Vendors may e-mail Laurie\_S\_Checco@mcpsmd.org to receive a copy of the Word document to help them prepare their responses.

7.2 Vendors must include any and all statements and representations made within its proposal in the contract for services with MCPS. This includes, but is not limited to, the vendor’s point-by-point response to this RFP. If vendor responds only “Understand and comply,” it is assumed that the vendor complies with MCPS’ understanding of the requirement.

7.3 MCPS shall not be responsible nor be liable for any costs incurred by the vendor in the

 preparation and submission of their proposals and pricing.

7.4 The offeror’s pricing proposal shall be separated into two components. The first component will be a firm fixed price for the software and its implementation. The second component will be a firm fixed hourly rate for advisory services.

7.5 The Respondents shall submit with their proposal response a “sandbox” link of the application and credentials for 30 users for a period of 60 days during the evaluation period to aid on the decision making. Access to any modules included in the proposal must be part of the sandbox.

**8.0 MANDATORY SUBMISSIONS**

**Each Respondent must submit a complete proposal including all required information and attachments. The response shall address each paragraph in the same order as the RFP and provide an individual response to each RFP specification. All proposals must be presented using the same numbering sequence and order used in this RFP document or as otherwise specified by MCPS.**  Respondents may request via e-mail to Laurie Checco, CPPB, Buyer II, MCPS Procurement Unit, at Laurie\_S\_Checco@mcpsmd.org a Microsoft Word version to help them in preparing the response.

One (1) original, one (1) redacted copy, one (1) electronic version of both original and redacted on flash drive and three (3) separate hard copies of the proposal must be sent by mail, courier, or hand-delivery to the address below. Responses shall be in binders with tabs identifying each section. A table of contents should be included and all pages numbered as referenced in the Table of Contents. No faxes or electronic submission of proposals will be accepted. Proposals are to be received no later than 2:00 p.m. on February 26, 2021. Submit responses with the entire RFP proposal to:

Montgomery County Public Schools

###### Procurement Unit

45 West Gude Drive, Suite 3100

Rockville, MD 20850

Submissions will become the property of MCPS.

The proposal must be signed by an official having authority to contract with MCPS. The firm and the official’s name shall be used in the contract process. MCPS reserves the right to make an award without further discussion of the proposals received. MCPS also may negotiate with the one Respondent who submits the best proposal or with two or more Respondents who are in the competitive range. Therefore, it is important that the Respondent’s proposal be submitted initially on the most favorable terms from both the technical and cost standpoints. After the submission and closure of proposals, no information will be released until after the award. It is understood that the Respondent’s proposal will become a part of the official file on this matter without obligation to MCPS.

The proposal must be complete and comply with all aspects of these specifications. Marketing or promotional verbiage will likely overshadow the Respondent’s qualifications and expertise. MCPS urges the Respondent to be specific and brief in their responses.

MCPS shall not be responsible or liable for any costs incurred by the Respondent in the preparation and submission of their proposals and pricing.

**Complete Response must include:**

Failure to include the following required submissions may render the proposal non-responsive as determined by the director of the Department of Materials Management.

* Point-by-point response to each section of the RFP
* The Respondent must include complete resumes of qualifications and experience of all staff who will be assigned to this project.
* A list of at least three (3) references for the contracting agency including contact persons and telephone numbers must be submitted, See 6.0 References.
* Respondent’s annual fiscal report in order to demonstrate the Respondent’s financial stability (If desired, the Respondent also may include any other financial documents that the Respondent wishes to include regarding Respondent’s financial condition).
* Equal Opportunities Certification (Attachment A)
* Certification of Non-segregated Facilities (Attachment B)
* Minority Business Enterprise (Attachment C)
* Non-Debarment Acknowledgement (Attachment D)
* Mid-Atlantic Purchasing Team Rider Clause (Attachment E)
* Current Form W-9
* A redacted copy of the Respondent’s proposal as specified in Sections 10.0 and 11.0.

All of these written deliverables described above shall be submitted in electronic format (MS Word) with at least three (3) hard copies. Absent good cause, payment for the services provided by the Respondent(s) shall be contingent upon meeting the mutually agreed-upon deadlines.

It is the intention to award to the most favorable Respondent(s) based on the evaluation criteria in Section 12.0. However, the Board reserves the right to make awards according to the best interest of MCPS.  This request for proposals may result in multiple awards for different components of the scope of services. In determining the qualifications of a Respondent, MCPS will consider the Respondent’s record and performance of any prior contracts with MCPS, federal departments or agencies, or other public bodies, including but not limited to the Respondent’s record providing such detailed programs/services as described in Section 3.0 to MCPS or other schools or school districts. MCPS expressly reserves the right to reject the proposal of any Respondent if the investigation discloses that the Respondent, in the opinion of MCPS, has not properly performed such prior contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations to subcontractor or employees.

MCPS may conduct any necessary investigation to determine the ability of the Respondent to perform the work, and the Respondent shall furnish to MCPS all such information and data requested, such as information about its reputation, past performance, business and financial capability and other factors that demonstrate that the provider is capable of satisfying MCPS’ needs and requirements for a specific contract. MCPS reserves the right to reject any proposal if the evidence submitted by the Respondent or investigation of such Respondent fails to satisfy MCPS that such Respondent is properly qualified to carry out the obligations of the contract and to complete all requirements contemplated therein. Consideration will be given to any previous performance with MCPS as to the quality and the acceptability of bidder’s services.

All Respondent’s submitting a proposal shall include evidence that they maintain a permanent place of business. Copies of any appropriate licenses necessary to perform this work shall be submitted with each proposal. Respondents also shall demonstrate that they have adequate staff to perform the required services. Use of subcontractor(s) and/or third party providers, if any, must be specifically identified within the proposal. Subcontractor and/or third party provider roles shall be clearly expressed. MCPS reserves the right to accept or reject use of proposed subcontractor(s) and/or third party provider(s).

**MCPS reserves the right to add or delete Contractors, as needed, should our requirements change during the contract term.**

**9.0 TREATMENT OF TECHNICAL DATA IN PROPOSAL**

The proposal submitted in response to this request may contain technical data which the Respondent does not want used or disclosed for any purpose other than evaluation of the proposal. The use and disclosure of any such technical data, subject to the provisions of the Maryland Public Information Act, may be so restricted:

Provided, that Respondent marks the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are to be restricted in accordance with the conditions of the legend: “Technical data contained in pages      of this proposal shall not be used or disclosed, except for evaluation purposes.”

Provided, that if a contract is awarded to this Respondent as a result of or in connection with the submission of this proposal, MCPS shall have the right to use or disclose these technical data to the extent provided in the contract.

This restriction does not limit the right of MCPS to use or disclose technical data obtained from another source without restriction.

MCPS assumes no liability for disclosure or use of unmarked technical data or products and may use or disclose the data for any purpose and may consider that the proposal was not submitted in confidence and therefore is releasable. Price and cost data concerning salaries, overhead, and general and administrative expenses are considered proprietary information and will not be disclosed, if marked in accordance with the instructions in Section 11.0.

**10.0 PROPRIETARY AND CONFIDENTIAL INFORMATION**

Respondents are notified that MCPS has unlimited data rights regarding proposals submitted in response to this solicitation. Unlimited data rights means that MCPS has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by the Respondent in response to this or any solicitation issued by MCPS. However, MCPS will exempt information that is confidential commercial or financial information of a Respondent, as defined by the Maryland Public Information Act, State Government Article, Section 10-617, from disclosure. It is the responsibility of the Respondent to clearly identify each part of its proposal that is confidential commercial or financial information by stamping the **bottom right-hand corner** of each pertinent page with one-inch bold face letters stating the words “**confidential**” or “**proprietary**.” The Respondent agrees that any portion of the proposal that is not stamped as proprietary or confidential is not proprietary or confidential. As a condition for MCPS keeping the information confidential, the Respondent must agree to defend and hold MCPS harmless if any information is inadvertently released. Each Respondent must submit a proprietary and confidential redacted copy of its proposal to be used in responding to MPIA requests.

**11.0 PRICING**

 The contract price shall be a firm fixed price based on the section 3.0 Scope of Work and related subsections.

**12.0 EVALUATION CRITERIA**

MCPS reserves the right to ask clarifying questions about submitted proposals. Offerors also may ask questions that they may have related to this RFP prior to submitting their responses. See Section 13.0, Schedule of Events. Only proposals received by the deadline will be considered. Proposals will be screened down to a number of finalists.

MCPS reserves the right to convene a meeting with the top qualified Offeror(s) prior to awarding a contract. The purpose of the meeting will be to afford both parties an opportunity to discuss any aspects of the requirements and services that will be performed and clarify any issues. Issues raised during the meeting, which cannot be resolved to the satisfaction of MCPS, shall be cause to reject the proposal.

In addition, Respondents shall be prepared to provide a products and services demonstration, providing an overview of the proposed products and services at no cost to MCPS. As appropriate, the Respondent shall be responsible for the installation of the proposed products and services and any third-party software at the MCPS designated demonstration facility before the demonstration, as necessary. If requested by MCPS, the top qualified Offeror(s) shall provide MCPS with an opportunity to access and review the Respondent’s system as in operation at that time, via the Internet from a MCPS computer, to ensure conformity to the requirements of this RFP as well as for the quality and ease of the user interface.

All Offerors are advised that in the event of receipt of an adequate number of proposals, which, in the opinion of MCPS require no clarification and/or supplementary information, such proposals may be evaluated without further discussions. Therefore, proposals should be submitted initially on the most complete and favorable terms and conditions. Should proposals submitted require additional clarification and/or supplementary information, Offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when requested.

Proposals meeting all requisite criteria will be evaluated. Those who do not meet the requisite criteria will not be evaluated further.

* 1. The determination of those that are qualified, interested, and available, and MCPS’ choice of the best qualified will be based on the following criteria:
		1. Completeness of response.
		2. Ability to perform and meet MCPS’ needs (based on the criteria set forth in this RFP, including but not limited to Section 3.0, Scope of Services).
		3. Qualifications, reputation, and experience of the Respondent relevant to the Scope of Services including specific experience in providing products and services to school districts of similar size, including the bidder’s knowledge of best practices, educational research, and ability to respond to the findings of the external curriculum review.
		4. Qualifications, reputation, and experience of key staff that will be responsible for this contract.
		5. Past performance as determined by recent and relevant contracts. Evaluation will be based on information obtained from references provided by the bidder as well as other relevant past performance information obtained from other sources known to MCPS.
		6. Pricing proposal and fee structure.

A selection committee composed of MCPS staff and potentially outside stakeholders will evaluate proposals based on these criteria.

**13.0 SCHEDULE OF EVENTS**

 The anticipated schedule of activities related to this RFP is as follows:

 **RFP issued: January 25, 2021**

 **Questions Due: February 2, 2021 by 4:00 pm**

 **Responses Posted: February 10, 2021**

**Pre-Proposal Conference: February 10th 11am (Webex)**

 **Proposals Due: February 26, 2021 at 2:00 pm**

 **Anticipated award date: May 25, 2021**

 All dates are subject to change at the discretion of MCPS.

**14.0 PRE-PROPOSAL CONFERENCE**

**A Pre-Proposal Conference for prospective offerors will be held remotely on February 10, 2021 from 11:00 a.m. to 12:00 noon, via WebEx.** Attendance at this conference is encouraged, but is not mandatory. Questions to this RFP are due by 4:00 p.m. on February 2, 2021 so that responses can be prepared for distribution prior to the pre-proposal conference. The purpose of the pre-proposal conference will be to allow prospective offerors the opportunity to obtain clarification of the RFP and ask questions directly of MCPS staff to assist them in the preparation of their proposal responses.

**The following information is provided for Respondents who wish to call into the pre-proposal conference:**

[**https://mcps.webex.com/mcps/j.php?MTID=m15bed9cc4d7449bb40e4534fcb9624af**](https://mcps.webex.com/mcps/j.php?MTID=m15bed9cc4d7449bb40e4534fcb9624af)

**Meeting number: 178 191 5754**

**Password: gJYxVWsv437**

**Join by video system**

**Dial** **1781915754@mcps.webex.com**

**You can also dial 173.243.2.68 and enter your meeting number.**

**Join by phone**

**1-650-479-3208 Call-in number (US/Canada)**

**Access code: 178 191 5754**

**Global call-in numbers**

**15.0 ADDENDA/ERRATA**

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the Respondent’s responsibility to check the MCPS website under “Event Calendar” <https://www.montgomeryschoolsmd.org/calendar/mcpsbids.aspx> or contact the Procurement Unit at 301-279-3555 to verify whether addenda/errata have been issued.

In the event that MCPS issues addenda/errata, all terms and conditions will remain in effect unless they are specifically and explicitly changed by the addenda/errata. Respondents must acknowledge receipt of such addenda/errata by returning one signed copy of each of the addenda/errata with its proposal. Failure to provide the signed acknowledgement of the addenda/errata may result in a bid being deemed non-responsive.

**16.0 eMARYLAND MARKETPLACE ADVANTAGE (EMMA)**

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage (EMMA). Registration with EMMA is free. It is recommended that any interested supplier register at [www.emma.maryland.gov](http://www.emma.maryland.gov) regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

**17.0 MULTIAGENCY PARTICIPATION**

MCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, nonpublic schools such as charter schools, special districts, intermediate units, nonprofit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at the time of contracting. The supplier/Respondent agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Award Respondent(s) and this contract shall be binding only upon the **principal’s signing** such an agreement. Invoices shall be submitted “directly” to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Awarded Respondent. MCPS assumes no authority, liability, or obligation on behalf of any other public or nonpublic entity that may use any contract resulting from this bid. MCPS pricing is based on the specifications provided in this solicitation.

**18.0 INQUIRIES**

Inquiries regarding this solicitation must be submitted in writing to Laurie Checco, CPPB, Buyer II, MCPS Procurement Unit, 45 W. Gude Drive, Suite 3100, Rockville, MD 20850, via fax at 301-279-3173 or email to Laurie\_S\_Checco@mcpsmd.org. Questions are due 4:00 p.m. on February 2, 2021. Responses will be posted on the MCPS Procurement website on February 10, 2021. The Board will not be responsible for any oral or telephone explanation or interpretation by any agent or employee of MCPS. Any binding information given to a Respondent in response to a request will be furnished to all Respondents as addenda/errata, if such information is deemed necessary for the preparation of proposals, or if the lack of such information would be detrimental to the uninformed Respondents. Only such addenda/errata, when issued by MCPS, will be considered binding on MCPS.

**Contact by Respondents’ with any other MCPS employee regarding this solicitation until the contract is awarded by MCPS will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its RFP response.** The MCPS Procurement website address is [www.montgomeryschoolsmd.org/departments/procurement](http://www.montgomeryschoolsmd.org/departments/procurement).

**19.0 UNNECESSARILY ELABORATE BROCHURES**

 Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the Respondent’s lack of cost consciousness. Elaborate art work and expensive visual and other presentation aids are neither necessary nor wanted.

**20.0 BID PROTESTS**

Any bid protests, including appeals, will be governed by the applicable MCPS Procurement Unit Regulations, as stated in the MCPS Procurement Manual. The burden of production of all relevant evidence, data and documents and the burden of persuasion to support the protest is on the Respondent making the protest.

**21.0 CONTRACT**

 MCPS plans to enter a contractual agreement with Respondent(s) to whom the award is made and intends to make MCPS General Contract Articles, attached hereto and incorporated herein as Appendix A, part of the contractual agreement, except and unless modified by MCPS. In addition, the Respondent will ensure that all private duty nurses abide by the provisions of the MCPS General Contract Articles. Proposals must clearly identify any variances from or objections to the specifications in this RFP and the terms and conditions of the MCPS General Contract Articles. Lacking any response to the contrary, MCPS will infer that the Respondent agrees to the specifications of this RFP and each term and condition of the MCPS General Contract Articles. Respondents should note that any variance may provide a basis for MCPS to reject the proposal. **In particular, the provisions set forth in Articles 5-6, 12-18, 21-22, and 26 of the MCPS General Contract Articles are non-negotiable.**

**22.0 INVOICING**

Payments shall be no more frequent than monthly, and shall conform to milestones identified in the approved project plan. The vendor shall submit invoices in duplicate, one (1) copy to the Project Manager for payment approval and one (1) copy to the Division of Controller, Accounts Payable at Montgomery County Public Schools, 45 West Gude Drive, Suite 3200, Rockville, MD 20850-9999. **All invoices and proposals shall identify pertinent information such as hourly rate and the type of services performed**

**23.0 NOTICE TO BIDDERS**

The appropriate items below must be completed as part of the RFP. Failure to comply may disqualify your bid. Please type or print legibly in ink.

(See Next Page)

 **I. BIDDER INFORMATION:**

As appropriate, check and/or complete one of the items below.

* 1. Legal name (as shown on your income tax return)
* 2. Business Name (if different from above)
* 3. Tax Identification Number

**A copy of your W-9 must be submitted with this bid response.**

**II. BIDDER’S CONTACT INFORMATION:** This will be filed as your permanent contact information.

* 1. Company Name
	2. Address
	3. Bid Representative’s Name
	4. Phone Number/Extension
	5. Fax Number
	6. Toll Free Number
	7. Email Address
	8. Website
1. **CONTRACTOR’S CERTIFICATION:**

Upon notification of award, this document in its entirety is the awarded Contractor’s contract with MCPS. By signing below, the undersigned acknowledges that he/she is entering into a contract with MCPS.

1. The undersigned proposes to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. This certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same supplies, materials, or equipment, and is in all respects fair and without collusion or fraud.
2. I hereby certify that I am authorized to sign for the bidder and that all statements, representations, and information provided in this response to the Request for Proposals, including but not limited to the Non-Debarment Acknowledgement, are accurate.

By (Signature)

Name and Title

Witness Name and Title