



Helena School District #1 Request for Proposals

RFP Number:
2010-02

RFP Title: Financial and Human Resources Software Package

RFP Response Due Date and Time:
December 4 , 2009
2:00 pm, Local Time

Number of Pages: 24 pages

ISSUING AGENCY INFORMATION

Procurement Officer: Kim Harris

Issue Date: November 6, 2009

Helena School District #1, Business Office

Phone: 406 324-2040
Fax: 406 324-2045
Website: www.helena.k12.mt.us

INSTRUCTIONS TO OFFERORS

Return Sealed Proposal to:

Helena School District #1
Business Office
55 S. Rodney
Helena, MT 59601

Mark Face of Envelope/Package:

RFP Number: 2010-02
RFP Response Due Date: December 4, 2009 2 pm

Special Instructions:

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/Address:

Authorized Offeror Signatory:

(Please print name and sign in ink)

Offeror Phone Number:

Offeror FAX Number:

Offeror E-mail Address:

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

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INSTRUCTIONS TO OFFERORS

It is the responsibility of each offeror to:

Follow the format required in the RFP when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

Provide complete answers/descriptions. Read and answer **all** questions and requirements. Do not assume the School District or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the School District. The proposals are evaluated based solely on the information and materials provided in your response.

Use the forms provided, i.e., cover page, cost proposal, certification forms, etc.

Submit your response on time. Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are *never* accepted.

The following items MUST be included in the response to be considered responsive. Failure to include any of these items may result in a nonresponsive determination.

Signed Cover Sheet

Signed Addenda (if appropriate)

Point-by-Point response to all sections and subsections – use statement: “Understood and Will Comply” beginning with section 1 on page 5 or provide narrative as listed.

Complete answers to all requirements of Sections 3, 4, and 5

Correctly executed School District “Affidavit for Trade Secret Confidentiality” form if claiming information to be confidential or proprietary (per Section 2.2.1)

Sections 4 have page limitations.

SCHEDULE OF EVENTS

EVENT

DATE

RFP Issue Date	November 6, 2009
Deadline for Receipt of Written Questions.....	November 16, 2009
Deadline for Posting Written Responses to the School Website.....	November 20, 2009
RFP Response Due Date.....	December 4, 2009 2 pm
Notification of Offeror Interviews/Demonstrations/Discussions, if required.....	week of December 11th
Intended Date for Contract Award by Board of Trustees	January 12, 2010

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

General Information:

The Helena School District #1 (hereinafter referred to as “the School District “) is seeking proposals to for a comprehensive accounting software package for school district financial and human resources functions. A more complete description of the software specifications is provided in Sections 3 and 4. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an offeror is selected and the selection is announced by the procurement officer, **offerors are not allowed to communicate with any School District staff or officials regarding this procurement, except at the direction of Kim Harris, Business Manager**, who is the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Procurement Officer: Kim Harris
Address: 55 S. Rodney, Helena MT 59601
Telephone Number: 406 324-2040
Fax Number: 406 324-2045
E-mail Address: kharris@helena.k12.mt.us

1.2 REQUIRED REVIEW

1.2.1 Review RFP. Offerors should carefully review the instructions; mandatory requirements, specifications, standard terms and conditions, and contract set out in this RFP and promptly notify the procurement officer identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP. This should include any terms or requirements within the RFP that either preclude the offeror from responding to the RFP or add unnecessary cost. This notification must be accompanied by an explanation and suggested modification and be received by the deadline for receipt of written or e-mailed inquiries set forth below. The School District will make any final determination of changes to the RFP.

1.2.2 Form of Questions. Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the procurement officer referenced above on or before November 16, 2009 no later than 4:00 pm. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.2.3 School District 's Response. The School District will provide an official written response by November 20, 2009 4 pm. to all questions received by November 16, 2009. The School District's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the School District. Any formal written addendum will be posted on the

School District's website alongside the posting of the RFP at www.helena.k12.mt.us or mailed by the close of business on the date listed. **Offerors must sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.**

1.3 GENERAL REQUIREMENTS

1.3.1 Acceptance of Standard Terms and Conditions/Contract. *By submitting a response to this RFP, offeror agrees to acceptance of the standard terms as set out beginning on page 16 of this RFP.* Much of the language included in the standard terms and conditions and contract reflects requirements of Montana law. Requests for additions or exceptions to the standard terms and conditions, contract terms, including any necessary licenses, or any added provisions must be submitted to the procurement officer referenced above by the date for receipt of written/e-mailed questions. Any request must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The School District reserves the right to address nonmaterial requests for exceptions with the highest scoring offeror during contract negotiation. Any material exceptions requested and granted to the standard terms and conditions and contract language will be addressed in any formal written addendum issued for this RFP and will apply to all offerors submitting a response to this RFP. The School District will make any final determination of changes to the standard terms and conditions and/or contract.

1.3.2 Resulting Contract. This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. The School District's contract contains the contract terms and conditions which will form the basis of any contract between the School District and the vendor. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the School District, will govern in the same order of precedence as listed in the contract.

1.3.3 Understanding of Specifications and Requirements. By submitting a response to this RFP, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP and any addenda and agreements reached as a result of negotiations.

1.3.4 Prime Contractor/Subcontractors. Neither this Agreement nor any duties or obligations hereunder shall be assigned, transferred, or subcontracted by the Provider without the prior written approval of the School District, which approval may be withheld in the sole and absolute discretion of the School District.

1.3.5 Offeror's Signature. The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The offeror's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the School District from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

1.3.6 Offer in Effect for 120 Days. A proposal may not be modified, withdrawn, or canceled by the offeror for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and offeror so agrees in submitting the proposal.

1.3.7 Status as Independent Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement. The Provider is engaged in an independently established business endeavor, is free to contract with other entities for other services while under contract with the School District, and its status relative to the School District is that of an Independent Contractor.

a. **Ineligible for Employee Benefits.** The Provider and its employees shall not be eligible for any benefit available to employees of the School District, including, but not limited to, workers compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, savings plans and the like.

b. **Payroll Taxes.** No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Provider under this Agreement. The Provider agrees to pay all state and federal taxes and other levies and charges as they become due on account of monies paid to the Provider hereunder, and to defend, indemnify and hold the School District harmless from and against any and all liability resulting from any failure to do so.

1.3.8 Insurance Requirements. The Provider agrees to carry, for the term of this Agreement, the following insurance with the School District listed as an additional insured in the amounts indicated.

Primary Insurance: The Contractor's insurance coverage shall be primary insurance as respect to the School District, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the School District, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

Specific Requirements for Commercial General Liability: The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The School District, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

Specific Requirements for Professional Liability: The Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, the Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the School District. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the School District, its officers, employees, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Certificates of Insurance/Endorsements: Insurance must be placed with an insurer with a Best's rating of no less than A-. This insurance must be maintained for the duration of the contract. The Helena School District #1 Business Office, 55 South Rodney, Helena, MT 59601, must receive all required certificates and endorsements within 10 days from the date of the Request for Documents notice before a contract or purchase order will be issued. Work may not commence until a contract or purchase order is in place. The Contractor must notify the School District immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The School District reserves the right to require complete copies of insurance policies at all times.

1.4 SUBMITTING A PROPOSAL

1.4.1 Organization of Proposal. Offerors must submit a signed copy of the RFP cover sheet in addition to other required forms.

1.4.2 Failure to Comply with Instructions. Offerors failing to comply with these instructions may be subject to point deductions. The School District may also choose to not evaluate, may deem nonresponsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

1.4.3 Multiple Proposals. Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document.

1.4.4 Price Proposal. Offerors *must* respond to this RFP by utilizing the RFP price sheet directions found in Section page 16. This price sheet serves as the primary representation of each offeror's cost/price, and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the offeror's cost/price.

1.4.5 Copies Required and Deadline for Receipt of Proposals. Offerors must submit **one original proposal and nine copies**. The School District reserves the right to request an electronic copy of the RFP response. **PROPOSALS MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE** to clearly indicate that they are in response to this RFP. ***Proposals must be received at the receptionist's desk of the Business Office prior to 2:00 pm, local time, December 4, 2009. Facsimile responses to requests for proposals will not be accepted.***

1.4.6 Late Proposals. ***Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.*** It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested. Faxed proposals are not acceptable.

1.5 COST OF PREPARING A PROPOSAL

1.5.1 School District Not Responsible for Preparation Costs. The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the School District are entirely the responsibility of the offeror. The School District is not liable for any expense incurred by the offeror in the preparation and presentation of their proposal or any other costs incurred by the offeror prior to execution of a contract.

1.5.2 All Timely Submitted Materials Become School District Property. All materials submitted in response to this RFP become the property of the School District and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the School District and offeror resulting from this RFP process.

SECTION 2: RFP STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of section 18-4-304, MCA (Montana Code Annotated) and ARM 2.5.602 (Administrative Rules of Montana). The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. Only the evaluation criteria outlined in this RFP will be used.

2.1 OFFEROR COMPETITION

The School District encourages free and open competition among offerors. Whenever possible, the School District will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the School District's need to procure technically sound, cost-effective services and supplies.

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.2.1 Public Information. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of proposals has passed with the following three exceptions: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the School District ; and (3) other constitutional protections. See section 18-4-304, MCA. The School District will make a copier available for interested parties to use at \$0.10 per page. The interested party is responsible for the cost of copies and to provide personnel to do the copying.

2.2.2 Procurement Officer Review of Proposals. Upon opening the proposals received in response to this RFP, the procurement officer in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, is attached to each proposal containing trade secrets. Counsel must use the State of Montana “Affidavit for Trade Secret Confidentiality” form in requesting the trade secret claim. This affidavit form is available on the General Services Division's website at: <http://gsd.mt.gov/procurement/forms.asp> or by calling (406) 444-2575.

Information separated out under this process will be available for review only by the procurement officer, the evaluator/evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a “right to know” (open records) request from another party.

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive. All proposals will initially be classified as either “responsive” or “nonresponsive,” in accordance with ARM 2.5.602. Proposals may be found nonresponsive at any time during the procurement process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

2.3.2 Determination of Responsibility. The procurement officer will determine whether an offeror has met the standards of responsibility in accordance with ARM 2.5.407. Such a determination may be made at any time during the procurement process if information surfaces that would result in a determination of non-responsibility. If an offeror is found non-responsible, the determination must be in writing, made a part of the procurement file, and mailed to the affected offeror.

2.3.3 Evaluation of Proposals. An evaluator/evaluation committee will evaluate the remaining proposals and recommend whether to award the assigned sections of the proposals for further ranking and, if necessary, to seek discussion/negotiation. The executive evaluation committee and superintendent will review these recommendations and determine to make a best and final offer. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the School District may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the School District. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations.

2.3.4 Completeness of Proposals. Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or best

and final offer, if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.3.5 Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration. After receipt of all proposals and prior to the determination of the award, the School District may initiate discussions with one or more offerors should clarification or negotiation become necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, offerors should be prepared to send qualified personnel to the Business office of Helena School District #1, Helena, Montana, to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

2.3.6 Best and Final Offer. The Best and Final Offer is an option available to the School District under the RFP process, which permits the School District to request a best and final offer from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their best and final offer, which must include any and all discussed and/or negotiated changes. The School District reserves the right to request a best and final offer for this RFP, if any, based on price/cost alone.

2.3.7 Evaluator/Evaluation Committee Recommendation for Contract Award. The evaluator/evaluation committee will provide a written recommendation for contract award to the executive evaluation committees that contains the scores, justification, and rationale for the decision. The executive committee will review the recommendation with the to ensure its compliance with the RFP process and criteria before concurring and assign final points in the evaluator's/evaluation committee's recommendation of the responsive and responsible offeror that achieves the highest score and is, therefore, the most advantageous to the School District. A recommendation will be made to the Board of Trustees.

2.3.8 Request for Documents Notice. Upon concurrence with the evaluator's/ evaluation committee's recommendation, and approval by the appropriate Federal agency, the Superintendent will recommend an award to the Board of Trustees of Helena School District #1. The procurement officer will issue a "Request for Documents Notice" to the highest scoring offeror to obtain the required documents/information, such as insurance documents, contract performance security, an electronic copy of any requested material, i.e., RFP response, response to clarification questions, and/or best and final offer, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and **no work may begin until a contract signed by all parties is in place.** The procurement officer will notify all other offerors of the School District's selection.

2.3.9 Contract Execution. Upon receipt of all required materials requested in the "Request for Documents Notice," a formal contract incorporating the Standard Terms and Conditions attached as Appendix A, as well as the highest scoring offeror's response to the RFP, negotiations, and written agreements will be provided to the vendor determined to best meet the needs of the school district for signature. If the highest scoring offeror does not accept all material requirements, the School District may move to the next highest scoring offeror, or cancel the RFP. Work under the contract may begin when the contract is fully executed, i.e., when the contract is signed by all parties.

2.4 SCHOOL DISTRICT 'S RIGHTS RESERVED

While the School District has every intention to award a contract as a result of this RFP, issuance of the RFP does not constitute a commitment by the School District of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the School District, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP (section 18-4-307, MCA);
- Reject any or all proposals received in response to this RFP (ARM 2.5.602);
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal (ARM 2.5.505);
- Not award if it is in the best interest of the School District not to proceed with contract execution (ARM 2.5.602); or
- If awarded, terminate any contract if the School District determines adequate School District funds are not available (section 18-4-313, MCA).

SECTION 3: SCOPE OF PROJECT

3.1 GENERAL INFORMATION:

Helena School District #1, a public school district in the State of Montana, is seeking proposals for an integrated software package for school district and human resources functions. Beginning approximately in the spring of 2010, the districts expect to convert current financial and human resources data to a new comprehensive software package and begin operations on July 1, 2010 with this software. Helena desires to move into technology that will utilize the Internet for applicant processes, employee services, purchasing, personnel actions, and the payment processes.

The key factors used in selecting the vendor will be experience, customer service, expertise, data conversion experience, pricing, functionality and user features of the software, internet access, redundancy, service, and training. The ability to effectively communicate and provide customer service to the district is also an important aspect of this agreement.

Background/Narrative

Helena School District #1 is a AA size school located in the state capitol of Montana. The Comprehensive Information Management System (CIMS) from NCS is operated on an IBM iSeries mainframe computer. The following modules of that system are operated:

- | | |
|-----------------------------|------------------------|
| ➤ Financial Management | ➤ Budgeted Development |
| ➤ Fixed Assets | ➤ Warehouse |
| ➤ Human Resource Management | ➤ Employee Management |

The Helena School District (HSD) includes 1 special-education preschool; 11 elementary schools (K-5); 2 middle schools (6-8); and 3 high schools, including 2 traditional and 1 non-traditional for students with specific needs (9-12). There are additional separate locations for administration, transportation,

maintenance, and adult education. The 17 schools serve about 8,000 students with staff of approximately 1,000. The district issued 1,637 w-2's for the 2008 calendar year.

Currently, schools enter purchase orders, warehouse orders, and direct payment requests. Staff at the schools have access to view account information but do not generate school or departmental specific reports. Accounts payable are generated centrally at the Business Office. The district utilizes Subfinder, Applitrack (including Teacher and Principal Insight), and Meal Time in conjunction with the CIMS software. The student management software is Power School and the district does not expect to integrate it with any functions of this proposal. The financial software for student activities is called EPES School accounting software and is utilized at the two middle and two high schools. The district desires the new software to have a school student club accounting system, if possible. Proposers are encouraged to visit our website: www.helena.k12.mt.us and view the human resource applications.

3.2 GOALS

Helena desires to install a fully integrated, extremely reliable software package that is designed for school districts containing the following:

- Human resources – integrate with payroll, position control and employee ID system with employee internet access to pay stub information, application tracking, benefits, leave request management and tracking systems, and on-line training.
- Financial systems – completely developed financial package that includes remote entry of purchase orders, payments, warehouse requisitions, budget and accounting information.
- Site based reports – as read only or full hard copy reporting for all applications for financial, warehousing, purchasing, budgeting, GASB fund financial reporting
- Fixed asset system and reports – user friendly, intuitive, and GASB compliant
- Download capabilities to file transfer to a variety of other systems such as Excel, Word,
- 24/7 support and maintenance
- On site and post installation training, online and written documentation
- Data conversion and testing
- User friendly with help menus
- Automatic encumbrance and encumbrance liquidation with immediate transfer to budgeting
- Interface with current supplemental district software such as rSchoolToday, Subfinder, etc
- Tailored security

SECTION 4: OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

4.0 DISTRICT'S RIGHT TO INVESTIGATE AND REJECT

The District may make such investigations as deemed necessary to determine the ability of the offeror to provide the services specified. The District reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the District that the offeror is properly qualified to carry out the obligations of the contract. *This includes the District's ability to reject the proposal based on negative references.*

4.1 OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

In order for the District to determine the capabilities of an offeror to provide the supplies and/or perform the services specified in Section 3 above, the offeror must respond to the following requests for information regarding its ability to meet the District's requirements. **THE RESPONSE, “(OFFEROR'S NAME) UNDERSTANDS AND WILL COMPLY,” IS NOT APPROPRIATE FOR THIS SECTION.**

NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.

4.1.1 References. (5 points) Offeror shall provide a minimum of three references that are of the type proposed in this RFP. The references should only include school districts. At a minimum, the offeror shall provide the company name, the location where the services were provided; contact person(s), customer's telephone number, e-mail address, and a complete description of the software purchased and dates of purchase. These references may be contacted to verify offeror's ability to perform the contract. The District reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

4.1.2 Resumes/Company Profile and Experience (5 points) Offeror shall specify how long the individual/company submitting the proposal has been in the business of providing School District Human Resource and Financial software and/or services similar to those requested in this RFP and under what company name. Offeror should provide a complete description of any relevant past projects; including installations, conversions, the service and dates the services were provided. A resume or summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract Preference will be given for references that include school districts of a size similar to the Helena School District #1. Page limitation: 3 pages

4.1.3 Minimum Hardware Technology Requirements (5points) The evaluator shall provide a narrative in the RFP explaining the hardware operations and equipment that the district will need to purchase to operate the software. The district desires that all centrally installed hardware be located at 55 S. Rodney and operate independently of the district website and LAN. Page limitation: 5 pages

1. The district will entertain a variety of platforms: mainframe or PC based. If the proposed system is PC based, it must be 100% redundant. If the proposal includes a remote service provider services, explain this. A vendor may submit more than one proposal with different equipment. The vendor may utilize the district EServer I5 model 9405 but must meet all other requirements. Explain the proposed system and redundancy. The entire cost for the solution must be included in the cost proposal in section 5. The district will purchase any PC's, printers or other equipment to be used by employees.
2. Employee access – the software must have optional browser based user access by employees for personnel and payroll purposes and by managers for financial, workflow, management and reporting purposes. Explain web based access of the proposal.
3. Site based financial reporting with a variety of password or other security protected access to different levels of information. Explain each security level and management.

4. Third Party Integration with rSchoolToday, MealTime, Subfinder, various time clock systems. Explain which third party systems the proposed software can integrate.
5. List the related warranty information for the hardware and software included in this proposal.

4.1.4 Software System Requirements or Services (30 points) Each proposal shall included a completed system description (below) with a “Y” for yes and ‘N” for no if the proposed software does not include the items listed. Comments may be included for any response. The “Provided” column below means that software pricing includes this item. Each proposal may include an additional four page narrative describing the various modules. The committee will **not** read or consider additional information beyond this document and the addition information that is limited to four pages. Links to websites will **not** be considered in evaluation and can not be submitted for committee consideration. Do not use acronyms.

General/ All Modules

Description	Provided	Comments
1. Microsoft Office Integration		
2. Customizable Web Portal		
3. Fully Integrated Package for all modules		
4. All software specifically designed for K-12		
5. Customizable user defined desk top menu		
6. Import/Export to Excel, Office, etc		
7. Custom and standard reports including predetermined reports for various applications (such as for schools, departments, personnel etc)		
8. Unlimited storage of previous years activities		
9. Automated email notices within system, scan and attach documents, pictures in any module		
10. Automatic workflow access within application or via portal and ability to locate items within process		
11. Tiered approval process and queues within all modules including ability to override approval process		
12. User defined fields and utilities		
13. Detail or graphical reports		
14. Transaction view (access to who sees what) security, report security		
15. Archive of information from all modules		
16. Compatible with Subfinder, Applitrak,MealTime, rSchool Today.		

Financial

Description	Provided	Comments
General Ledger		
1. 100% Governmental GAAP compliant. Modified accrual and full accrual accounting		
2. Compliant with Department of Education and Montana Office of Public Instruction accounting structure		
3. Generate standard governmental reports and ability to quickly prepare annual report compliant with Montana OPI Trustee report format		
4. CAFR combining financial reports		
5. Full Encumbrance Accounting Including - Purchase orders - Warehouse requisitions - Positions and vacant positions		

- Benefits		
6. Encumbrance System recalculates for changes in PO's or positions		
7. Full slate of standard and customizable reports		
8. Standardized accounting and report function for journal entries including copy, reverse and import		
9. Multiple bank accounts and reconciliation		
10. Reconciliation using cleared checks from file from county or bank via Internet, tape etc		
11. Multiple check formats (payroll, AP)		
12. Electronic signature on checks		
13. Ability to process manual, expense, payroll checks, void and reprint them		
14. Change check and GL posting date		
15. Generate checks in batch or single		
16. Reverse vouchers, create non-check vouchers		
17. Ability to have at least two years open simultaneously		
18 Grant Management including different fiscal years		
19 Financial and statistical modeling and reporting		
20. Report scheduler		
21. Positive pay with bank		
22. Account, vendor, item drill down		
23. Integrated student activities accounting software		
Accounts Receivable		
1. Select and trace invoices by name, number		
2. Apply credits with automatic interface to control accounts		
3. Recurring invoicing		
4. Online payments with e-checks, credit card with automatic account update or interface (specify)		
5. Payment notice link to website or email		
6. Add, edit, suspend , view payment information		
7. Print receipts, invoices, customers		
8. Optional cash drawer		
9. Support different billing periods		
10. Statements with account detail		
11. Ability to carry credit balance		
12. Simultaneous view of account while billing		
13. Ability to close zero balance invoice		
14. Modify account code in posted invoice prior to payment		
15. Statement history by account		
Accounts Payable		
1. Site Entry of requisitions, and direct payments with automatic over budget notice, tiered management approval process, return rejected documents, ability to attach document to PO's		
2. Automatic budget check and encumbrance entry for requisitions, purchase orders, and any changes to them		
3. Identify individuals responsible for entry, approval and location in process, approval log		
4. Scan or attach documents		

5. Email capability on entire process		
6. Different order and remit address for vendors		
7. Standard A/P, requisition, PO, and vendor reports – summary, detail, aging, unpaid etc		
8. Purchase order by account report		
9. Void, copy, close, open a closed PO		
10. Control various “ship to” locations		
11. Online or report ability of vendor history		
12. Add or edit pre-requisitions, requisition, purchase orders		
13. Copy, un-post, suspend invoices		
14. Full 1099 flagging, summary, edit and printing		
15. Change vendor/invoice number without recreating direct pay prior to posting		

Budget System

Description	Provided	Comments
1. Unlimited number of budget scenarios and forecasting including vacant positions, supplemental pay, benefits		
2. Transfer budget to encumbrances in finance system with full integration of personnel and financial modules		
3. Sort function to apply different pay or benefit budget scenarios		
4. Position budgeting		
5. School or department budget entry for non-payroll expenditures		
6. Maintain position changes between years		

Warehouse/Receiving, Inventory

Description	Provided	Comments
1. Full integration with all other financial modules		
2. Site Entry of requisitions, and direct payments with automatic over budget notice, tiered management approval process, return rejected documents, ability to attach document to requisitions		
3. Add or edit pre-requisitions, requisition, purchase orders		
4. Bar code inventory capability		
5. Inventory valuation options (FIFO, AVERAGE, etc)		
6. Online vendor catalog (not green bar)		
7. Automatic update of inventory levels when warehouse received, issued, transferred or returned		
8. Multiple warehouse locations		
9. Standard inventory item information		
10. Backorder, reorder notice		
11. Markup ability		
12. Reports – orders by requestor, shipped items, stock history, inventory stock, usage, receiving		
13. Bid/Quote Management System with automatic purchase orders and bid documents		
14. Contract Management System		

Fixed Assets

Description	Provided	Comments
1. GASB 34 compliant		
2. Optional depreciation methods, estimated lives		
3. GASB reports: Capital Assets used in the operation of governmental funds by source, by function and activity and by change by function and activity.		
4. Depreciation by activity and changes during the year		
5. Serial number, location, categories, date acquired		
6. Full integration with receiving, finance modules, inventory		
7. Enterprise fund capital assets compliant		
8. Import/export capabilities		
9. Track split funding without errors		
10. Transfer, retire and delete capabilities		

Personnel/ Employee Management

Description	Provided	Comments
1. Position templates for all positions		
2. Account code restriction to avoid coding to non-payroll account codes		
3. Allocations to account codes by amount or percentage		
4. Track position by accounting unit, site, budget code, and full time equivalency (FTE)		
5. Hire/start/transfer employees at any time during the pay period		
6. Maintain position history with changes		
7. Employees assigned to multiple positions		
8. Multiple pay schedules including no pay schedule		
9. System calculated contract amounts for late hires, part time employees, and wage employees		
10. Process to calculate and award salary/wage increased during fiscal year or any pay schedule and increases based on percentage and/or amount		
11. Various pay and benefit budgeting scenarios		
12. Step advancement on pay schedules based on FTE, employee category and/or hire date		
13. Calculate step advancement into new fiscal year contract records		
14. Create new fiscal year contract records from current year		
15. Print employee contacts with required signatures		
16. Import, export functions		
17. List multiple pay amounts for extra pay on contracts		
18. Employee leave tracking by hour/day		
19. Unlimited leave types with balances with user defined limits		
20. Define leave categories that reduce/increase balance of another leave		
21. Easy adjustment of any leave		
22. Interface with time clock systems		
23. Permanent employee history		
24. District defined fields		

25. Full integration with all other appropriate modules		
26. Employee portal to view leave, benefits, salary, and personal and tax information and change management defined items		
27. 403(b) and 457(b) deduction and calculations		
28. User defined fields		
29. Full integration with cafeteria plan elections, enrollment		
30. Global update of salary tables, new pay assignments, steps and contracts, benefits rates		
31. Report generation with query type system not requiring customized programming		
32. Change history in account code/employee		

Payroll

Description	Provided	Comments
1. Fully integrated with finance, HR systems		
2. Support multiple positions, pay codes		
3. Unlimited direct deposit to more than one bank per employee		
4. Position control		
5. Import timecard data from 3 rd party or		
6. Auto calc retroactive pay for any position		
7. Time and Attendance system		
8. Unlimited deductions		
9. Post after printing		
10. Full encumbrance accounting for pay and benefits with automatic correction with change		
11. Audit trail		
12. Interface with SubFinder including GL account		
13. Standard payroll reports which mask social security numbers		
14. Complete social security protection		
15. Auto dock		
16. Email pay information to employees		
17. Various templates		
18. Multiple leave plans, salary schedules		
19. Standard employee maintenance fields		
20. EEOC, 941, w-2, contribution/ deduction/ earnings registers, labor distribution and posting reports, check register, Montana state and retirement reports		
21. The following abilities: Negative amount addenda Gross up via negative deduction Edit payroll for individuals in a full payroll run Net zero check		
22. Ability to combine leave banks		
23. Printing abilities: Batch separate special run checks into one run Verify printing alignment Report writer		
24. Automatic adjustment for pennies differences		

4.2 Mandatory Presentations (10 points)

For the highest scoring proposal(s), the district will require the following:

4.2.1 Mock Payroll Run For selected employee positions (such as educator, para-educator, administrator, hourly employee, and salaried custodian), the vendor will work with designated Helena staff to enter the positions into the Human Resource modules and a process a mock payroll and produce both a paper check and direct deposit stub. The proposers should expect errors will occur and will have to be corrected. Deductions will include FICA, Medicare, retirement systems, cafeteria plans. Various reports will be required to be generated from the proposed software. The system must generate paper checks, stubs, standard payroll reports, general ledger entries. The district also, desires to view the information via an employee portal.

Proposers will be notified if they have been selected. Joe Baechtel from the Helena School District #1 Information Technology team will be available for proposers regarding any aspects of Helena district technology.

4.3 Schedule of Training (5 points)

The district requires the following schedule of training be submitted with the proposal. This schedule should identify each module, the time allocated 1) for on-site training after conversion is completed and 2) after the system goes “live” on July 1. The contractor may begin in February 1, 2010 and have conversion completed by July, 2010. The district desires to run the system in test system mode for April through June, 2010 and go live with the new software beginning fiscal year July 1, 2010. The phone, email, and other methods of contact for training questions with availability hours should be listed. In addition, the district may phase in portions of modules – for example since educators do not begin working until late August, the district desires employee training to be conducted in September. The following schedule lists the schools and departments. Those groups marked ‘N/A’ below are not available for training until after August 25, 2010. Generally employee training at schools sites will be after school hours and begin approx at 3:45 pm. The times listed are face to face time with staff. Travel costs and time are the responsibility of the vendor and should not be listed or included below.

Helena School District #1 HR and Financial Software Schedule of Training

School/Department/Module	February through June, 2010	After July 1, 2010
Human Resources - all		
Financial (General Ledger, AP, AR, Revenue, Fixed Assets)		
Warehouse		
Payroll		
All District Bookkeeping Staff – AP, Warehouse, Reports, Financial	N/A	
Transportation, Maintenance, Misc departments or remediation	N/A	
Administrative Training		
Employee Portal Training		
Broadwater School	N/A	
Bryant School	N/A	
Central School	N/A	
Hawthorne School	N/A	

Jefferson School	N/A	
Four Georgians School	N/A	
Smith/Ray Bjork Center	N/A	
Rossiter School	N/A	
Jim Darcy	N/A	
Warren School	N/A	
Helena Middle School	N/A	
CR Anderson School	N/A	
Helena High School/PAL	N/A	
Capital High School	N/A	
All others including Administrative offices	N/A	
Unassigned 24 hours training	Jointly determined	Jointly determined

Prior to the training for the administrative level (principals and department managers) and their support staff (bookkeepers) and in order to facilitate the training, the vendor shall supply sample reports and other information for the customization process. Page limitation: the schedule above and 1 additional page

4.4 Maintenance (5 points)

Proposal should include a narrative that describes the maintenance agreements for the proposed software. The 800# call center and hours, email, Internet support site and hours, and other methods of contact for training questions with availability hours should be listed. Page limitation: 1 page.

4.5 Installation and Conversion (5 points)

The proposal must include all costs for hardware configuration and installation, the applications and system software installation, implementation planning and coordination and onsite training. Proposals should **include a time line for conversion** of District software to the proposed software that gives a clear understanding how and when conversion will take place with time allocated to each task. The district desires to run the system in test system mode for April through June, 2010 and go live with the new software beginning fiscal year July 1, 2010. The district shall use system commissioning as the method to determine if the project was completed per the contract documents. Commissioning is a process of documentation to ensure that the hardware and software systems have been designed, installed, functionally tested, and capable of being operated and maintained in accordance with the contract documents. The system will be expected to perform under all designed conditions such as normal, power outage, equipment surge protection, battery back-up, telephone company services, voice quality, report generation, emergency response, features and functionality, and catastrophic failure. Elements of the process will include, but not be limited to, review and evaluation of the following:

- a. Functionality tests and monitoring
- b. System documentation and database documentation including record drawings
- c. System performance and acceptance documentation
- d. Training Requirements
- e. Equipment submittal approval
- f. Quality of installation and standards compliance (EIA/TIA, BICSI, etc.)

- g. Compliance with local, state and federal codes (NEC, etc.)
- h. Operations and Maintenance materials
- i. Warranty issues
- j. Maintenance schedules

The vendor shall have the sole responsibility to correct any design deficiencies or equipment failures found during the commissioning process that are part of the Contract Documents. The vendor will document in writing that the corrections have been made.

The testing program will objectively verify that the entire financial and human resources hardware and software system performs in accordance with the Contract Documents. The vendor shall provide a published list of features, standards, specifications, options and similar items for each component of the system which will be used as the basis for functional testing and contract compliance. System commissioning shall be accomplished during the final phase of installation. The systems performance and equipment acceptance documentation will define final completion for this project. The system warranty will begin with the granting of final completion. The district will withhold 5% of the identified installation costs and final payment will not be made until the vendor achieves final conversion and operation. Page limitation: 3 pages.

SECTION 5: COST

(30 points) page limitation: 1 page

The costs listed below are inclusive of all hardware, software modules, training, conversion, and maintenance included in the proposal under the column labeled “Provided.” If there are options, they must be labeled and submitted under a separate cost proposal labeled “Options and Cost”

- 1) Hardware costs for all equipment (the district will purchase local PC’s etc) that will be installed to operate the software.
- 2) Software – list the various modules included in the section 4 ‘Provided’ above and the related cost. Any modules not included in the “Provided” column in section 4 must be identified as “Not Included in Proposal – Optional” and pricing listed.
- 3) Training – costs are inclusive of all items listed in the proposal. Travel and miscellaneous costs for vendor staff to travel can not be billed separately.
- 4) Maintenance – cost is all inclusive. In addition list renewal costs for maintenance.
- 5) Conversion – cost is all inclusive and must include all costs related to commissioning.
- 6) Per hour fee for custom programming.

The proposal must include all costs for hardware configuration and installation, the applications and system software installation, implementation planning and coordination and onsite training.

Standard Terms and Conditions

By submitting a response to this invitation for solicitation, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The School District reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the School District. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for solicitation, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, School District Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the School District or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the School District's solicitation document and a vendor's response, the language contained in the School District's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, School District, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the School District Business Office. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this solicitation or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the School District.

DISABILITY ACCOMMODATIONS: The School District does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will not be accepted for this proposal.

FAILURE TO HONOR SOLICITATION/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the school district may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the Helena School District #1.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the School District, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the School District, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the School District is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate School District electronic funds transfer payments, if requested.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

TAX EXEMPTION: The Helena School District #1 is exempt from Federal Excise Taxes (#81-6000557).

TERMINATION OF CONTRACT: Unless otherwise stated, the School District may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313(4).)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this solicitation, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)