

Milwaukee Public Schools

HRMS/FIS System Selection

Request for Proposal (RFP)

August 9, 2016

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GENERAL TERMS AND CONDITIONS

1 General Requirements

1.1 OVERVIEW

Milwaukee Public Schools is located in Milwaukee, Wisconsin, and serves over 75,000 students in 154 school buildings. Milwaukee Public Schools (hereafter referred to as “District” or MPS) is seeking to replace its current HRMS/FIS system. The District is currently using SunGard BusinessPLUS v.7.9 for Finance, and Oracle PeopleSoft v.9.2 for HR/Payroll, both of which are on-premise solutions. The District is seeking proposals for SaaS (subscription-based) or hosted (perpetual license) solutions.

It is expected that the successful respondent will establish a strong partnership with MPS. As a strong partner, respondent will need to become fully acquainted with the business of MPS: educating Milwaukee’s children. A full description of MPS, its mission, demographics and vision can be found at <http://mps.milwaukee.k12.wi.us>. Organizational charts for Finance, Human Resources and Technology can be found in **Appendix D**.

1.2 INTENT

It is the intent of MPS to solicit proposals from qualified vendors for a HRMS/FIS solution. The District desires to have a single, integrated solution for the core finance, payroll and HR functions. Bidders may partner with another provider to supply a complete and turnkey solution; however, it should be noted that the District has a strong preference for a solution provided by a single vendor. If your response contains proposed services from multiple providers, all responding parties must be clearly identified and a synopsis of the partner relationship, as well as the party that will serve as the prime vendor/contact for the District, must be detailed. The District reserves the right to "unbundle" the responses and proceed with the provider(s) deemed most suitable.

1.3 SCHEDULE OF EVENTS

Event	Date
RFP Released	August 9, 2016
Vendor Pre-bid Conference Call	August 19, 2016 at 1:00 pm CDT
Deadline for submittals of questions related to this RFP	August 17, 2016 at 12:00 pm CDT (for questions to be addressed at Pre-bid call); August 24, 2016 at 12:00 pm CDT
Deadline for Proposals	September 6, 2016 at 11:00 am CDT
Vendor Demonstrations	Weeks of October 17 & 24, 2016
Anticipated award date	March 1, 2017
Implementation Schedule	Finance: July 1, 2018 HR/Payroll: January 1, 2019

1.4 DEADLINE FOR PROPOSALS

Proposals shall be submitted as follows:

- (1) Printed Signed Original
- (1) Unbound Printed Copies
- (8) Bound Printed Copies
- (1) Complete PDF Copy of Original (do not include product info sheets)
- (1) Electronic Copy of Appendix A in Excel format marked with company name

Client: Milwaukee Public Schools
Address: Department of Procurement & Risk Management
5225 W. Vliet St., Room 160
City, State, Zip: Milwaukee, WI 53208

Each proposal must be clearly marked "RFP 932". The proposals must be collectively packaged and sealed. The package should show the following information on the outside: Respondent's name, address, and "RFP 932 – HRMS/FIS System Selection." The wording "**ORIGINAL**" is to appear on the outside of the binder containing the original signed proposal. Proposals **may not** be delivered via facsimile or email.

Proposals are due by the date and time indicated in Section 1.3 above. Proposals received after this time will fail as to that minimum proposal requirement.

Proposals shall be deemed received by MPS when: (1) time-stamped in the Department of Procurement & Risk Management; or (2) delivered to the Department of Procurement & Risk Management with proof that a common carrier delivered the proposal to the central mail room at 5225 W. Vliet Street, Milwaukee, WI 53208 and it was signed for by an MPS employee no later than the date and time indicated in Section 1.3 above.

All proposals **MUST** be recorded on the proposal response sheets provided in this RFP document (Appendix A)..

1.5 VENDOR'S PRE-BID CONFERENCE CALL

Prospective Vendors are strongly encouraged to attend a pre-bid conference call that is scheduled as indicated in Section 1.3. In advance of the meeting, vendors should notify the Plante Moran contact listed in Section 1.6, indicating intent to attend. Additionally, vendors are strongly encouraged to submit questions prior to this call.

The dial-in number for this call is as follows

Phone Number: 877-950-4965
Passcode: 5528326

This dial-in option is set up to facilitate up to 40 participants. Vendors are limited to only have one contact call in (or multiple contacts at the same location) in order to allow everyone to participate. If more than 40 vendors indicate an intent to attend, alternate arrangements may be made.

1.6 BID CLARIFICATIONS

Requests for clarification, or any other questions regarding this RFP, shall be submitted in

writing, by email only, to:

MPS, Office of Procurement & Risk Management
mpsrfps@milwaukee.k12.wi.us

And

Amy Sasina
Plante & Moran, PLLC
Amy.Sasina@plantemoran.com

The subject line of the email must be labeled "RFP 932 - Question." Any other communication to, or contact with, a MPS staff member regarding this RFP by a vendor will be considered unauthorized and a cause for rejection of a vendor's proposal. When making requests for clarification, please identify the relevant section number (e.g., Section 2.3.1).

Any such communications must be received by the deadlines for questions identified in Section 1.3. or will be disregarded.

Answers to submitted questions, as well as any additional information or clarifications to the RFP, will be provided in the form of addenda posted at <http://mps.milwaukee.k12.wi.us/en/District/Vendors-Contractors/Vendors/Bids-RFPs.htm>. CCS may engage in vendor-specific conversations regarding requirements, but any general information relevant to all vendors generated by these conversations will be published in the addendum.

Any published addendum will also be sent directly to any vendor who has expressed an intent to bid, as provided by Section 1.5.

1.7 PROPOSAL FORMAT

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

- A. Executive Summary
- B. Organizational Overview
- C. Company background and local branch organization support
- D. Description of application software, including points of integration between modules
- E. Implementation Plan (*see Section 2.8 for additional detail*)
 1. General implementation approach
 2. Project management approach
 3. Change management
 4. Gantt chart of major milestones
 5. Software Installation (*see Section 2.9 for additional detail*)

6. Software Fit & Configuration (*see Section 2.10 for additional detail*)
 7. Data conversion plan (*see Section 2.11 for additional detail*)
 8. Report development (*see Section 2.12 for additional detail*)
 9. Forms development
 10. Integrations and interfaces (*see Section 2.13 for additional detail*)
 11. Training (*see Section 2.14 for additional detail*)
 12. Testing (*see Section 2.15 for additional detail*)
 13. System documentation (*see Section 2.16 for additional detail*)
 14. Knowledge transfer including any tools, templates, and/or training materials that the vendor will provide to MPS (*see Section 2.17 for additional detail*)
 15. Hosting (*see Section 2.18 for additional detail*)
 16. Staffing Plan (*see Section 2.19 for additional detail*)
 17. Ongoing support & maintenance (*see Section 2.20 for additional detail*)
- F. List of all interfaces between proposed system and other K12 administrative systems in use at District
- G. System Performance (*see Section 2.21 for additional detail*)
- H. Roadmaps (*see Section 2.23 for additional detail*)
1. Application Development Roadmap
 2. Technical Architecture Roadmap
 3. Current Architecture Diagram
- I. Hardware / Technical Overview
- Provide a description of connectivity requirements, as well as providing: a listing of browsers supported; plug-ins and version numbers; and any client software required.
- J. Full Public Sector Client List It is acceptable to omit districts with enrollment of less than 25,000 and governmental clients with less than 300 million in budget.
- K. Product Information
- The Vendor must include hard copies of the technical specifications/data sheets for each of the products being proposed.
- L. Service Level Agreements (for system performance as well as vendor support)
- M. Vendor Response Forms
1. Vendor Response Forms (**Appendix A**). In addition to requesting information on your company, you must clearly indicate whether you either comply or take exception to any of the sections in this RFP. All vendors **MUST** submit the form **Appendix A: Comply/Exception Form**.

Where applicable, an explanation to the exception must be provided, including any exception to the best practice workflows in **Appendix C**.

2. Completed Pricing Forms (**Appendix A**) must be provided.
3. Responses to all Application Software Requirements (**Appendix B**) must be provided. Specific statements concerning those areas where the proposal differs from the specifications should be presented. Software modification costs required should be estimated in the bidder response forms in the Appendices.

N. Additional Information

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

1.8 CONTRACT COMPLIANCE SERVICES (CCS) REQUIREMENTS

1.8.1 Summary

In educating the children and youth of Milwaukee, MPS is also a primary purchaser of goods and services in the Milwaukee marketplace. MPS believes it is obligated to display, in its own operations, the values of excellence, diversity and economic responsibility that it strives to teach its students. To that end, many MPS contracts require the use of HUB firms and the engagement of the Vendor/Contractor in Student Employment and/or Student Career Education activities.

Further additional information relating to HUB participation requirement and the Student Engagement requirement can be found at <http://mps.milwaukee.k12.wi.us/en/District/About-MPS/School-Board/Contract-Compliance-Services.htm>. For any other questions related to MPS's HUB program, contact MPS's Office of Contract Compliance Services via email at 505@milwaukee.k12.wi.us.

Historically Underutilized Business (HUB) Requirement

HUB participation must be "commercially useful"; *i.e.*, the goods or services to be provided by the HUB firm are a direct function of the scope of services described in this RFP and resulting contract. The HUB participation requirement may be met by respondent in several ways:

- (1) By identifying your firm as a certified HUB vendor that intends to perform a minimum of the required HUB participation for this RFP;
- (2) By engaging in a joint venture with a certified HUB firm;
- (3) By subcontracting with one or multiple certified HUB firm(s); or
- (4) By making second-tier purchases from one or multiple certified HUB firm(s).

Respondents are free to meet HUB participation requirements with any certified HUB vendor as long as proof of HUB certification is provided. Respondents may also contact MPS's Office of Contract Compliance Services for a list of MPS-registered HUB firms. **NO CREDIT FOR PARTICIPATION WILL BE GRANTED UNTIL MPS-RECOGNIZED HUB FIRM CERTIFICATION DOCUMENTATION IS RECEIVED.**

Student Engagement Requirement

The Student Engagement program seeks to maximize Contractor involvement in career

education and employment opportunities for students. Student Engagement has two separate components: (1) career education activities that directly involve MPS students; and (2) paid student employment hours that provide one or more MPS students with an actual, meaningful employment experience. To meet student employment hours, the Contractor-employed students must be MPS students, registered through MPS's Office of Contract Compliance Services. Once hired by the Contractor, students will be paid, at a minimum, the current Living Wage Rate as identified by the City of Milwaukee Ordinance 310-13. Under no circumstances will students work under conditions that would be considered a hazardous work environment.

Career Education activities include, but are not limited to, the following:

- (1) Classroom presentations at MPS project sites or various contractor career-specific activities.
- (2) Full classroom or small group tours of office environments. If a contractor is going to provide this type of activity, all required permission slips/arrangements must be made with the school by following normal field trip procedures.
- (3) Classroom skill development project activities in conjunction with teacher lesson plans such as math, science, reading, writing, etc.
- (4) Other CCS-approved contractor provided options.

Student Employment participation includes, but is not limited to, the following options:

- (1) Employment placement within prime contractor's establishment.
- (2) Student summer employment placement.
- (3) Student after-school and weekend placement, where appropriate.
- (4) Alternative placement. (An alternative placement arrangement is an available option for contractors with documented age restrictions or capacity and location limitations.)
- (5) Other CCS-approved provided options.

1.8.2 Requirements

The HUB participation requirement for the contract to be awarded pursuant to this RFP is:

10% per 12-month term.

The Student Engagement requirement for the contract to be awarded pursuant to this RFP is:

300 hours of Student Employment per 12-month term; and 10 hours of Career Education per 12-month term.

A respondent's status as a 501(c)(3) tax-exempt nonprofit organization does not excuse it from fulfilling these requirements.

1.8.3 Forms

Respondent must complete all MPS CCS forms included in Appendix E or it will fail as to that minimum proposal requirement. Fillable versions of these same forms can also be found at <http://mps.milwaukee.k12.wi.us/en/District/About-MPS/School-Board/Contract-Compliance-Services.htm> (click on Forms and Schedules, then click on Vendors). The fillable version of the forms must be printed, signed and attached to respondent's proposal.

- Appendix E - MPS Appendix A - HUB Utilization Plan (If box is checked, current certification document, with NAICS code, must be submitted with RFP response.)
- Appendix E - MPS Appendix B - Prime Vendor Information Sheet
- Appendix E - Schedule H1-A - Student Employment Commitment
- Appendix E - Schedule H1-B - Student Career Awareness/Education Plan/Commitment
- Appendix E - Schedule H1-C - Alternative Placement Request Student Employment

Even if there are no HUB or Student Engagement requirements identified in Section 1.8.2, respondents must still fill out "Appendix E - MPS Appendix B - Prime Vendor Information Sheet". The information disclosed in this form will not be used in evaluating a respondent's proposal and is solicited solely for reporting purposes to the Board of School Directors.

1.8.4 Waiver

Pursuant to MPS Administrative Policy 3.10, requests for waivers of this HUB participation requirement assigned to this RFP must be submitted in writing to the manager of the Contract Compliance Services, via email, to 505@milwaukee.k12.wi.us. (Please be advised no requests for waiver of the Student Engagement Requirements will be entertained. If contractors are unable to directly employ students, alternative placement is available.)

Such requests shall specify: the good faith effort contractor has expended in identifying potential HUB partners and understanding MPS's HUB program procedures (a necessary step in the good faith effort is contacting CCS for assistance in identifying HUBs); and why the requirements cannot be met by the contractor. Contractors are expected to raise all concerns regarding CCS requirements in this manner by the post Pre-bid Call deadline for questions identified in Section 1.3 (August 24th, at 12:00 pm CDT). In the event evidence suggests a need to adjust the percent HUB requirement, an addendum shall be issued.

1.8.5 Evaluation and Award

MPS's Manager of Contract Compliance Services, or his/her designated staff, will be the sole judge of the suitability and completeness of the returned CCS forms and will assign a "pass" or "fail" determination accordingly as to that minimum proposal requirement. MPS reserves the right to award the contract to the respondent who submits a meaningful utilization plan that provides a real opportunity for HUB involvement.

Even if this RFP does not identify CCS requirements in Section 1.8.2, MPS reserves the right to award up to ten (10) additional points to respondents who will utilize a certified HUB or commit to Student Engagement hours. To be eligible to receive these points, respondent must detail in its proposal what role(s) the proposed HUB subcontractor will be responsible for in the scope of services or specify what engagement MPS students will take place within a 12-month contract term. Forms can be found as identified in Section 1.8.3 and must be completed and returned with a proposal for consideration. MPS's Manager of Contract Compliance Services, or his/her designated staff, will be the sole judge of the suitability of the proposed participation and will assign points accordingly.

Within twenty (20) business days after a contractor receives MPS Board approval of its contract, it must submit copies of all executed HUB firm subcontracts and all supporting and associated HUB documentation to the Office of Contract Compliance Services. Falsification of any information related to a subcontract, including, but not limited to, subcontractor's name or actual work to be performed by HUB firms is prohibited. No HUB firm substitutions or scope of work

reductions shall occur without the expressed written consent of MPS's Manager of Contract Compliance Services or his/her designated staff.

Failure to meet CCS requirements may result in financial sanctions up to or exceeding 70% of the value of the awarding contract and will be assessed against contractor invoices. Sanction dollars will be released on subsequent invoices as compliance documentation is provided.

1.9 BID BOND

Every bid shall be accompanied by either a certified check on a solvent bank or by a bond executed by a surety company authorized to do business in the State of Wisconsin. A \$50,000 Bid Bond shall be required. Such check or bond shall name "The Milwaukee Board of School Directors" as recipient. The amount of such bid bond or certified check shall be forfeited as liquidated damages, costs and expenses incurred by MPS if the vendor, after given an award as successful vendor, shall fail, within sixty days after the notice of such award, to enter into appropriate contract with MPS.

1.10 MODIFICATION OF RFP

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

1.11 CONFIDENTIAL INFORMATION

As a public entity, the District is subject to Wisconsin state statutes concerning public records. Information contained in proposals may be subject to public records requests.

1.12 RIGHT TO REQUEST ADDITIONAL INFORMATION

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

1.13 PROPOSAL PREPARATION COSTS

The vendor is responsible for any and all costs incurred by the vendor, or its subcontractors, in responding to this request for proposal.

1.14 SYSTEM DESIGN COSTS

The successful vendor shall be responsible for all design, information gathering, and required programming to achieve a successful implementation. This cost must be included in the base bid.

1.15 PRICING ELIGIBILITY PERIOD

All vendor proposal bids are required to be offered for a term not less than **240** calendar days in duration. A claim of mistake in computation of a proposal shall not void the proposals after they are opened and accepted.

1.16 CONTRACT PERIOD

MPS anticipates that the contract award resulting from this Request for Proposal shall be seven years. The District reserves the right to modify the contract term based on the final solution.

1.17 ADDITIONAL CHARGES

No additional charges, other than those listed in Appendix A - Pricing, shall be made.

1.18 FEDERAL OR STATE SALES, EXCISE, OR USE TAXES

MPS is a tax-exempt entity for all purposes, except if the project makes enhancements, and/or additions to real property.

1.19 CONTRACT REQUIREMENTS

The District considers this RFP legally binding and will require that this Request for Proposal and the resulting Vendor Proposal be included as addenda to any subsequent contracts between the Vendor(s) and the District. It should be understood by the Vendor(s) that this means that the District expects the Vendor(s) to satisfy substantially all requirements and reports listed herein. Exceptions should be explicitly noted in the Vendor Proposals. Lack of exceptions explicitly noted in the Vendors Proposal will be considered acceptance of all of the specifications as presented in this RFP and any exceptions not explicitly noted will not be considered by the District.

Similarly, any forms and contracts the Vendor(s) proposes to include, as part of any agreement resulting from this bid between the Vendor(s) and the District, must be submitted as part of the proposal. Any forms and contracts not submitted as part of the bid and subsequently presented for inclusion may be rejected. This requirement includes, but is not limited to, the following types of forms: subcontractor; franchise; warranty agreements; maintenance contracts; and support agreements.

Minimally, the contract must contain the following language and respective components.

- A. Identification Of Parties To The Agreement Clause - Both the Vendor and the District shall be clearly identified by name. Neither of the identified parties to the Agreement shall assign or encumber any of its rights, or delegate or subcontract any of its duties defined in the Agreement, in whole or in part, to other third parties unless the other party to the Agreement gives prior written consent. Subject to the foregoing covenant against assignment and delegation, the rights created by the Agreement shall pass to the benefit of the identified party and the duties and obligations resulting from the Agreement shall bind the identified party and their respective successors and assignees.
- B. Entire Agreement Clause - This Agreement, including appendices and referenced attachments, constitutes the entire Agreement between the District and Vendor and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject.

- C. Agreement Extension And Modification Clause - The Agreement may be modified or extended in accordance with the following procedures. In the event that all parties to the Agreement agree that such changes would be of a minor and non-material nature, such changes may be effected by a written statement which describes the situation and is signed, prior to the effectiveness, by all parties. In the event that the changes are determined by either or all parties to the Agreement to be of a major or complex nature, then the change shall be by formal amendment of the Agreement signed by authorized signatories of the parties and made a permanent part of the Agreement.
- D. Applicable and Governing Law Clause - The Agreement shall be subject to all laws of the Federal Government of the United States of America and to the laws of the State of Wisconsin. All duties of either party shall be legally performable in Wisconsin. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of Wisconsin, and the form and venue for such disputes shall be of the appropriate district, county or justice court in the State of Wisconsin.
- E. Notices Clause - All notices or communications required or permitted as a part of the Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:
- 1) Actually received; or
 - 2) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party; or
 - 3) If not actually received, 10 days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set out in the section of the Agreement titled "Identification of the Parties to the Agreement" or such other address as the party may have designated by notice or Agreement amendment to the other party; or
 - 4) Upon hand delivery by the District of the notice to an authorized Vendor representative while at District site.
- F. Survival Clause - All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the contract term or cancellation of this Agreement.
- G. Force Majeure Clause - Timely performance is essential to the successful initial implementation and ongoing operation of the system described herein. However, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by force majeure.
- 1) Force Majeure_Requisites
- Force majeure shall not be allowed unless:
- a. Within three (3) calendar days of the occurrence of force majeure, the party whose performance is delayed thereby shall provide the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the force majeure events.
 - b. Within seven (7) calendar days after the cessation of the force majeure event, the

party whose performance was delayed shall provide the other party written notice of the time at which force majeure ceased and a complete explanation of all pertinent events pertaining to the entire force majeure situation.

- 2) 120-Day Maximum - Under no circumstances shall delays caused by a force majeure extend beyond one hundred- twenty (120) days from the scheduled delivery or completion date of a task, unless by prior [to the one hundred-twenty (120) days] written notice of permission of the other party. Failure to secure this written prior permission, even in the case of force majeure, shall constitute default by the party failing to meet the requirement.
- 3) Right of Cancellation

Either party shall have the right to cancel the contract Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty

(120) or more days from the scheduled date of the task. If a cancellation due to a Force Majeure occurs before title passes to the District, the Vendor may keep any parts of the system as it can salvage, but must remove same at its own expense. If cancellation occurs due to a Force Majeure after title passes to the District, the system shall remain with the District and the Vendor shall be entitled to any such payments as have accrued according to the payment schedule.

- H. Incorporation By Reference - The Vendor shall supply software, equipment, training, and other related services adequate to accomplish the requirements as set forth in the Request for Proposal and the Vendor response to the Request for Proposal. Parties agree that where there is a conflict between terms of this Agreement and the information presented in the referenced documents, this Agreement shall take precedence. The parties also agree that where there is not a conflict between this Agreement and the information presented in the referenced documents, that all terms, conditions and offers presented in the Vendor's proposal shall herein be referenced to the Agreement and shall be binding upon all parties to the Agreement.
- I. Non-Waiver of Agreement Rights - It is the option of any party to the Agreement to grant extensions or provide flexibilities to the other party in meeting scheduled tasks or responsibilities defined in the Agreement. Under no circumstances, however, shall any parties to the Agreement forfeit or cancel any right presented in the Agreement by delaying or failing to exercise the right or by not immediately and promptly notifying the other party in the event of a default. In the event that a party to the Agreement waives a right, this does not indicate a waiver of the ability of the party to, at a subsequent time, enforce the right. The payment of funds to the Vendor by District should in no way be interpreted as acceptance of the system or the waiver of performance requirements.
- J. General Indemnification - The Vendor agrees to indemnify, hold harmless and defend the District, its Board and its Board members, in their official and individual capacities, its successors, assignees, employees, contractors and agents from and against: (i) any and all claims, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of the negligent act or willful misconduct of the Vendor, its officers, directors, employees and agents; (ii) any breach of the terms of this Agreement by the Vendor; and (iii) any breach of any representation or warranty by the Vendor under this Agreement. District agrees to notify Vendor, in accordance with the notice provisions of this Agreement, as soon as reasonably possible upon knowledge of any claim, suit, action, or proceeding for

which it may be entitled to indemnification under this Agreement.

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

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

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

- 1) Purchase for the District the rights to continue suing the contested product(s); or
 - 2) Provide substitute products to the District which are, in the District's sole opinion, of equal or greater quality; or
 - 3) Refund all monies paid to the Vendor for the product(s) subject to the court action. The Vendor shall also pay to the District all reasonable related losses related to the product(s) and for all reasonable expenses related to the installation and conversion to the new product(s).
- L. Nondiscrimination By Vendors Or Agents Of Vendor - In the performance of work under this Agreement, Vendor shall not discriminate in any way against any employee or applicant for employment on the basis of a person's sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, or socio-economic status. This prohibition includes, but is not limited to: employment; promotions, demotions and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Vendor is required to include a similar provision in all subcontracts to this Agreement.

A breach of this covenant may be regarded as a default by the Vendor of this Agreement.

- M. Subcontractors - Vendors may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Vendor must obtain written prior approval from the District for activities or duties to take place at the District site. In using subcontractors, the Vendor agrees to be responsible for all their acts and omissions to the same extent as if the subcontractors were employees of the Vendor.
- N. Effect Of Regulation - Should any local, state, or national regulatory authority having jurisdiction over the District enter a valid and enforceable order upon the District which has the effect of changing or superseding any term or condition of this Agreement, such order

shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, this Agreement shall remain in effect, unless the effect of the order is to deprive the District of a material part of its Agreement with the Vendor. In the event this order results in depriving the District of materials or raising their costs beyond that defined in this Agreement, the District shall have the right to rescind all or part of this Agreement (if such a rescission is practical) or to end the Agreement term upon thirty (30) days written prior notice to the Vendor. Should the Agreement be terminated under such circumstances, the District shall be absolved of all penalties and financial assessments related to cancellation of the Agreement.

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

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

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

- Q. Insurance - **Workers' Compensation Coverage**: The Vendor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employer's Liability Coverage, in accordance with all applicable statutes of the State of Wisconsin.

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

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

Additional Insured: The following shall be named an Additional Insured: "The Milwaukee Board of Schools Directors".

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

Notice of Cancellation or Change: As soon as reasonably possible upon knowledge of cancellation or non-renewal of any insurance coverage required by the Agreement, vendor shall send notice to: Milwaukee Public Schools, Department of Procurement & Risk Management, 5225 W. Vliet St., Room 160, Milwaukee, WI 53208.

Proof of Insurance Coverage: The Vendor shall provide the District, at the time the contract(s) are returned for execution, Certificates of Insurance and/or policies, acceptable to the District, as listed below:

- 1) Two (2) copies of Certificate of Insurance for Worker's Compensation Insurance;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- 4) Original Policy, or binder pending issuance of policy, for District's Contractors Protective Liability Insurance; and
- 5) If so requested, certified copies of all policies.

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

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

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

S. Warranty - Vendor represents and warrants that it has the right to grant the licenses set forth under this Agreement. Vendor further represents and warrants that it has good and marketable title to the Software hereunder free and clear from all liens, encumbrances, and claims of infringement of patent, copyright, trade secret or other proprietary rights of third parties. Vendor further represents and warrants that neither the Software in the form delivered by Vendor to the District, nor any modifications, enhancements, updates or upgrades thereto, nor the normal use thereof by the District, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any third party.

Vendor represents and warrants that the Software, the Documentation and related products as described in this Agreement will, at a minimum, perform in accordance with the specifications contained in the RFP and the Vendor's Response to the RFP, including Vendor's Documentation.

Vendor represents and warrants that the Software, the Documentation, including all modifications obtained under the terms of this Agreement, will meet the requirements of

Client as set forth in the RFP.

Vendor represents and warrants that the Software provided under this Agreement is compatible with and certified for use and operation in Client's technical environment.

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

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

1.20 NON-COLLUSION COVENANT

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

1.21 ADVERTISEMENT

The laws of the State of Wisconsin and District purchasing policies are made a part of any agreement entered into, as if specifically set forth in that agreement.

1.22 SELECTION CRITERION

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

1.23 SPECIAL NOTES

The District reserves the right to accept the Vendor's replacement of any component if it is considered equal or superior to the specifications. Such acceptance will be in writing.

1.24 REJECTION OR AWARD OF CONTRACT

The District reserves the right, in its sole discretion and if deemed in the best interest of the District, to: waive a minimum proposal requirement; waive irregularities in any proposal; reject all proposals received in response to this RFP; accept late proposals or improperly formatted

proposals; and make a partial award or not make any award.

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

No proposal or acceptance or negotiation of a proposal shall be binding upon the District unless and until the District and the Vendor have entered into a definitive contract signed by authorized signatories of the District. Any contract entered into between MPS and the Vendor shall contain such representations, warranties, covenants, performance guarantees, indemnities, remedies, conformity with Wisconsin law and such other items as are customary in similar transactions and that are consistent with this RFP and the Vendor's proposal.

1.25 CRIMINAL BACKGROUND SCREENING

It is the District's policy to require, at Contractor's expense, a criminal information records background check, (hereinafter referred to as "background check"), through the Wisconsin Department of Justice and other appropriate states' agencies, on all employees of contractor who are anticipated to have, "direct, unsupervised contact" with MPS students in the performance of the resulting Contract.. The District reserves the right to require a criminal background check as necessary.

1.26 PRICING AND PAYMENT TERMS

It is the intent of the District to negotiate a milestone-based payment schedule. Payment shall not be rendered for services until they have been completed and accepted by the District. Vendors must clearly identify when license and subscription fees begin (*e.g.*, subscription fees begin on go-live date or subscription fees begin on day 1 of implementation). Finalist vendors may be asked to submit a best and final offer (BAFO) prior to award.

PROJECT REQUIREMENTS & SPECIFICATIONS

2 GENERAL REQUIREMENTS

2.1 INTENT

Milwaukee Public Schools is currently using SunGard BusinessPLUS v.7.9 for Finance, and Oracle PeopleSoft v. 9.2 for HR/Payroll. As the District continues to streamline and optimize operations and is more reliant on data for decision-making, the District is seeking a single, integrated ERP solution for the core finance, human capital and payroll modules. The District intends select a single system that is capable of providing improved efficiency, as well as the additional reporting and data visibility the District requires. MPS is seeking proposals for a SaaS or hosted HRMS/FIS System.

2.2 SCOPE

MPS requires that responding vendors propose a complete solution, including software, project management, hosting and other technology services for the scope of the project.

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

- Modules:

- Finance

- General Ledger
 - Budget & Financial Planning
 - Accounts Receivable & Invoicing
 - Cash Receipts
 - Project & Grant Accounting
 - Accounts Payable
 - Procurement
 - Bid Management
 - Vendor Self-Service
 - Contract Management
 - Fixed Assets
 - Inventory

- Human Resources

- Human Resources
 - Position Control
 - Professional Development
 - Performance Management
 - Absence Management
 - Pension Administration
 - Applicant Tracking
 - Time & Attendance
 - Benefits
 - Payroll
 - Employee Self-Service
 - Manager Portal

- Additional Items

- Report Writer
 - Business Intelligence & Analytics
 - State & Federal Reporting
 - Document Management

- Services:
 - Project Management
 - Software Installation and configuration
 - Data Conversion (refer to Appendix A for detail)
 - Report/Form Development
 - Integration/Interface Development
 - Software Modifications, if any
 - Implementation Services
 - Training Services, including development of customized training materials
 - Testing Services
 - Change Management
 - Knowledge Transfer to Staff
 - System Documentation Development
 - Ongoing Support and Maintenance Services
 - On-Going Hosting Services
 - End User Support (level 2 & level 3 support)

In Appendix A, the Key Volumes tab contains information regarding key data volumes.

The goals of this system are to:

- Fully integrate payroll, human resources and finance functionality;
- Increase data quality, integrity and reliability;
- Reduce and eliminate manual processes;
- Support strategic decision-making and planning;
- Streamline workflow and communications; and
- Deliver a self-service environment.

2.3 MINIMUM SYSTEM REQUIREMENTS

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

Installed Base – The proposed system must have an installed base in public sector institutions (requiring fund accounting) of similar size in the United States.

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

Hosted or SaaS Solution – The system must be hosted by the Vendor or a third party contracted by the Vendor.

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

Integration – The proposed solution must integrate seamlessly. The proposed solution must also have the ability to integrate with ancillary systems.

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

2.4 IMPLEMENTATION SCHEDULE

MPS intends to implement a HRMS/FIS system(s) with a go-live date as stated in Section 1.3. The vendor should completely explain within the body of the proposal how the vendor intends to address this schedule.

2.5 EVALUATION

2.5.1 Minimum Proposal Requirements

MPS will determine whether proposals have met the three minimum proposal requirements set forth below. Only those proposals passing all of these minimum proposal requirements, unless waived, will be passed on for evaluation according to the criteria set forth in § 6.1.

Minimum Proposal Requirements	
Timeliness – Submitted by the due date and time. See Section 1.4.	Pass/Fail
CCS Forms (Appendix A & B) – Suitability and completeness of the returned CCS forms. See Section 1.8.5.	Pass/Fail
Completeness – The proposal otherwise complies with the format and content parameters.	Pass/Fail

2.5.2 Second Round Criteria

The following criteria will be used to evaluate those proposals that meet all minimum proposal requirements.

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

2.6 PRICING MODEL

Vendors are to provide pricing for a SaaS or Hosted model for MPS.

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

ins that the Vendor must identify in their response.

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

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

Whether SaaS or Hosted Model, MPS will retain ownership of all data maintained in the system at all times.

Please note the following when preparing your proposal.

- Vendors shall provide firm and fixed pricing for the licensing based on the functionality described. For each item, indicate if the cost is one-time, annual, or other. Vendors should indicate if their professional services fees are fixed or time and materials based.
- In the event the product or service is provided at no additional cost, the item should be noted as "no charge" or words to that effect (do not leave line items blank, as that leaves it unclear if an item is included or not).
- In the event the product or service is not being included in the Vendor proposal, the item should be noted as "no bid".
- Vendors shall provide all pricing alternatives in these cost sheets (do not provide separate vendor-formatted price sheets).
- Vendor shall provide prices in U.S. dollars.
- Vendor shall make clear the rationale and basis of calculation for all fees.

In presenting software license fees, the Vendor should:

- explain all factors that could affect licensing fees;
- make clear what type of license is offered for each price (enrollment based, budget based, named user, concurrent user, installed copies, processor-based, etc.);
- indicate which product versions are included in the proposal;
- make clear the extent of any implementation services that are included in the license fees (installation, configuration, training, etc.); and
- identify whether the licensing is perpetual or subscription-based.

2.7 PROJECT MANAGEMENT

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

- Formal “Project Kickoff” and structured “Quarterly Project Review” meetings.
- Project Plan, including a timeline, fit-gap analysis and Work Breakdown Structure (tasks, responsibilities, interdependencies and milestones). This Plan will include all tasks to be performed by both the Vendor and MPS. It is expected that this tool will be: used by the Vendor to manage activities during all phases of the implementation; reviewed at all status meetings; and updated as required.
- Project Calendar as quick reference for key project activities and dates.
- Risk Assessment and Mitigation Plan.
- Issues Log to track the status and resolution of all issues during the implementation.
- Oversight of all project activities and deliverables including: fit/gap analysis; implementation consulting; configuration & set up; acceptance testing; data conversion; interface development; report development; end user training; and go live.
- Regular (weekly) status meetings to advise project leadership at MPS on the status of the implementation. A written status report will be issued for each status meeting and should include:
 - progress to milestones;
 - project risks;
 - project budget;
 - upcoming activities;
 - homework items (outstanding and upcoming); and
 - Other items as needed.

2.8 IMPLEMENTATION PLAN

The Vendor is to provide an implementation plan, in narrative format, supported by an activity-level project plan that details how the proposed solution is to be implemented. This implementation plan should include the elements identified in Section 1.7.E (as noted in 1.7.E, additional details are contained in subsequent sections).

The Vendor should not be constrained to only include the items noted in Section 1.7.E in the Vendor’s Proposal if the Vendor feels that they add value to the overall implementation.

MPS requests that the Vendor provide their work plan in a Gantt chart format as part of the Proposal. Additionally, the successful Vendor must provide and maintain, throughout the implementation, a detailed Gantt chart, showing tasks, dates, responsibilities, interdependencies, milestones and critical path items.

Vendors shall indicate whether project consultants will be available to the District when not on site and describe the process for obtaining answers to questions when consultants are not on site (e.g., when District staff are working on homework in between Vendor consultant visits).

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

2.9 SOFTWARE INSTALLATION

The Vendor is expected to set up (or expand) a hosting environment and provision, configure and test all system software for the SaaS or hosted solution.

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

2.10 SOFTWARE FIT AND CONFIGURATION

The Vendor is expected to meet with MPS to perform a fit/gap analysis to identify gaps between MPS process requirements (using the best practice workflows and discussions with district staff as a basis) and the solution capabilities and determine how the District will resolve each functional gap. The Vendor will provide a written synopsis of all fit/gap issues and proposed resolution. Vendor will review and discuss software configuration and document MPS configuration decisions. The outcome of these meetings will determine how the software shall be configured to best meet the needs of MPS.

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

2.11 DATA CONVERSION PLAN

As part of this implementation, vendors are required to provide data conversion of the files indicated in **Appendix A, Conversion Data**. Vendor must provide conversion for the number of years listed and at the level of detail indicated in this appendix.

The successful Vendor(s) is expected to assist MPS in the conversion of both electronic and coordination, as well as planning related to manual data conversion to the new system.

It is expected that the Vendor will be responsible for:

- overall data conversion coordination;
- definition of file layouts;
- providing templates necessary for District to pre-process data;
- automated data import; and
- validation into the new software.

It is expected that MPS will be responsible for:

- data extraction from current systems;
- data scrubbing and data pre-processing; and
- any manual data conversion (e.g., hand keying).

Vendor is required to perform data verification to confirm that all data was transferred successfully, and will be required to obtain signoff from MPS to confirm as well.

Please see details in **Appendix A**.

2.12 REPORT DEVELOPMENT

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

uploaded information.

The Vendor is expected to provide assistance to MPS staff in the development of needed reports, via identification query functions that will meet their needs, identification of existing system reports, and technical training on the tools used for report development, database schema and architecture, etc.

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

2.13 INTEGRATIONS AND INTERFACES

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

Appendix A identifies the required interfaces to external systems and the associated details. Vendors are to provide pricing, in the pricing sheet, for providing each interface listed in **Appendix A**.

2.14 TRAINING

MPS has an expectation that:

- a) All end user and technical training will be performed by the Vendor on-site throughout implementation.
- b) Training for core users (*i.e.*, central office staff / functional teams) must be provided by the Vendor. School staff will be trained by the District. The Vendor must include train-the-trainer services in their proposal. Please identify how the Vendor will prepare MPS staff to conduct required train-the-trainer sessions.
- c) The Vendor will include IT staff training for MPS that addresses how to support the new system.
- d) The Vendor will be responsible for providing training materials, (in electronic format), for the initial vendor-delivered training as well as for use by MPS for subsequent training.

Any training that cannot be easily accommodated or is not practical to be performed on-site should be specifically identified.

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

- general timeframes in which training will be conducted, given the go-live schedule stated earlier in this document;
- list the nature, level and amount of training to be provided by the Vendor in each of the following areas
 - Technical training
 - Core User training
 - Train-the-trainer
 - Other staff (e.g., Vendor training executive level administration);

- types of document that will be developed by the Vendor;
- tools that will be used in developing the training material; and
- ongoing training opportunities.

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

2.15 TESTING

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

- a) system testing;
- b) integration testing;
- c) stress / performance testing; and
- d) user acceptance testing.

2.16 SYSTEM DOCUMENTATION

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

2.17 KNOWLEDGE TRANSFER

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

2.18 HOSTING

For both SaaS and Hosted models, the following requirements must be met:

- A. The system must be available 24 x 7 x 365 with a minimum of 99.99% uptime.
- B. Maintenance windows must be scheduled outside of normal business hours, and agreed upon with District staff. Windows should be pre-defined and communicated to District staff. Any non-standard window must be communicated to District staff at least two weeks in advance, with the exception of emergencies. In an emergency, Vendor to work with District IT staff to determine appropriate time and communication to staff.
- C. All data must reside in the United States.
- D. Vendors must provide a copy of their incident response plan.
- E. Vendors must be compliant with SSAE16 SOC2.

Vendors must respond to questions in **Appendix A** with regards to new releases, OS patching

and data locations.

2.19 STAFFING PLAN

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

- A. role on the project;
- B. number of years employed at your company;
- C. number of years conducting their proposed role on the project;
- D. expected amount of time (hours) that they will be committed to the project; and
- E. relevant previous experiences.

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

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

Likewise, MPS requests that the Vendor provide an overall staffing plan for the project including identification of District resources during the course of the implementation in terms of hours or full-time equivalents (FTEs), both for MPS Technology department staff as well as those within the various MPS process owning and process-using departments.

2.20 ON-GOING SUPPORT AND MAINTENANCE

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

Likewise, MPS requests that the Vendor provide information respect to expectations on District staff involvement to provide on-going support of the application.

2.21 SYSTEM PERFORMANCE

System response time must not impede the ability for staff to perform their required job functions using the system. The system must be available 24 x 7 x 365 with a minimum of 99.99% uptime. Describe system performance of the proposed solution including reference to the following performance areas:

- A. guarantees on system performance;
- B. studies/benchmarks on system failure frequency, duration and impact and root-cause analysis;
- C. problem avoidance techniques;

D. evidence of system scalability to meet future needs as noted in key volumes section. Additionally, minimum hardware, software, storage, memory, operating system and other requirements for desktops and laptops to access the application must be provided such that MPS can determine the extent to which existing computers must be upgraded or replaced.

2.22 BEST PRACTICE PROCESS WORKFLOWS

Appendix C contains best practice business process workflows that have been developed by the District. These workflows are also intended to be used as the basis for configuration of the new solution to be implemented in this project. Vendors are required to review these process flows and indicate in **Appendix A, Comply / Exception tab** any exceptions to the process flows. If no exceptions are noted, the District will expect that the proposed solution will support these workflows.

2.23 ARCHITECTURAL AND APPLICATION DEVELOPMENT ROADMAPS

Vendors are to provide their architectural and application development roadmaps for the next 3 – 5 years. If there is a requirement for a Non-Disclosure Agreement, please include the appropriate paperwork in your response.

2.24 RIGHT TO INSPECT

MPS reserves the right to inspect and investigate thoroughly the data center facilities, equipment, business reputation, and other qualifications of the Vendor and any proposed Subcontractors. Milwaukee Public Schools reserves the right to continue this inspection procedure throughout the life of the contract that may arise from this RFP.

2.25 OTHER COSTS

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

APPLICATION SOFTWARE REQUIREMENTS

3 APPLICATION SOFTWARE REQUIREMENTS

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

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

- Y** Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution.
- R** Functionality is provided through reports generated using proposed Reporting Tools.
- T** Functionality is provided by proposed third party functionality that has a standard integration/interface with the primary vendor solution (i.e., third party is defined as a separate software vendor from the primary software vendor). *This third party software must be included in your costs in order to be identified as a “T” in your response.*
- M** Functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface, which may have an impact on future upgradability.
- F** Functionality is provided through a future release that is to be available within 1 year of the proposal response.
- N** Functionality is not provided.

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

APPENDICES (refer to separate files)

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

Appendix B – Software Specifications

Appendix C – Best Practice Workflows

Appendix D – MPS Organizational Charts (Finance, HR & Technology)

Appendix E – Required Forms

- MPS Appendix A - HUB Utilization Plan
- MPS Appendix B - Prime Vendor Information Sheet
- Schedule H1-A - Student Employment Commitment
- Schedule H1-B - Student Career Awareness/Education Plan/Commitment
- Schedule H1-C - Alternative Placement Request Student Employment