

REQUEST FOR PROPOSAL

FOR

RIO GRANDE COMMUNITY COLLEGE
ERP SYSTEM
ADVISORY & ASSESSMENT SERVICES:
SELECTION, NEGOTIATION,
PROCUREMENT AND IMPLEMENTATION
PHASE

<https://www.rio.edu/community-college/rfp>

PROPOSALS DUE BY January 6, 2020

SECTION 1 Overview and Objectives

1.1 Objectives of this RFP and the Role of the Contractor

Rio Grande Community College (the “College”) is utilizing this Request for Proposals (this “RFP”) to solicit and engage a procurement and implementation consultant for a new ERP system. It is intended that the successful respondent (the “Contractor”) will lead the RFP, procurement, and implementation of a fully integrated institutional ERP system, as more fully described in this RFP.

1.2 College Background

Rio Grande Community College is a public two-year college operating in conjunction with the University of Rio Grande, a private non-profit four-year institution. The two institutions share facilities, faculty, staff, and an ERP (student information system, financial aid modules, financial accounting system, others). Located in southern Ohio, RGCC/URG collectively serve approximately 1600 students on four campuses located in a four-county region.

1.3 Project Description

The College currently operates a homegrown student information system based off of a Microsoft SQL database an executable application (Student|Space) presented to administrative users from a Microsoft RD Web presenter. There is a separate Student|Space web front-end (Microsoft IIS) for students and faculty grade entries. The College also operates with Microsoft Great Plains (Dynamics) for the accounting/financial application. Financial Aid packaging, student recruitment, degree auditing and other related student enrollment tools are needed. Several owner authored executable software applications, including a custom Accounting Program prepares data from the student information system information for input into the financial system. Many single tasks executables are also presented through RD Web.

Currently, these information system components are hosted remotely from a data center in Columbus, Ohio that also provides Active Directory user accounts, system security, data back-up and other services to the users of the College. Virtual Office Systems (VOS) manages the virtual servers and the hosted Windows domain providing the base layer of user accounts and security roles for system access. Changes to the virtual server configurations and made via a Help Desk Support Ticketing System. Some Domain Administrator access is permitted to Rio’s system administrators through domain administrator roles and security privilege. Student|Space and Great Plains use stand-alone user accounts requiring Help Desk assistance. A more centralized Identity Management system throughout the selected ERP system is a priority for this Project.

The Information Services Department has one full time staff person, plus two former College employees on separate Supplemental Services Contracts for specialized tasks not possible within the scope of current staff. Contracted Services and software licensing are purchased from the Student|Space for the student information system and another contracted services group, Intellipoint (Ona, WV & Cincinnati, OH), supports Microsoft Great Plains Dynamics.

Human Resources & Institutional Advancement utilize stand-alone cloud hosted applications from

top-tier application providers (HR => Paycor and IA => Blackbaud). The College is keenly interested in standardized back-end communications of data between component information systems via secured Application Program Interfaces (API) established between stand-alone applications and core information systems.

The College wishes to assess departmental organizational alignments against the existing information system work-flows. A functional operational assessment must determine if a standard ERP/Student Information System would be a more appropriate option for the campus. It also must determine if the existing separate applications should also be included in a total solution provided by a single vendor. Options for premise-based, hosted or cloud Software as a Service (SaaS) solutions should be explored.

This Project for consulting services should include recommendations for Higher Education specific software & hosting services typical of Ohio campus communities. The institution has both public Ohio Community College and private University of Rio Grande components. Solutions for consideration must provide data analytics and compliance reporting systems to include, but not limited to IPEDS and Ohio's HEI, National Student Clearinghouse, United States Department of Education, etc. Aspects of the public institution / private institution relationship and the operational requirements of each entity must be factored into the recommended vendor options.

This Project should present a vendor agnostic approach and include coordination of the vendor contacts, Request for Proposal preparations and posting, vendor product demonstrations, bid selections, price negotiation (Last and Final Offers) and other advisory/assessment services typical of an ERP system bid/selection process.

The College also wishes to fully understand the process involved with the implementation stages and timeline of the selected vendor system, plus considerations of alternate modules or services. Advisory services related to oversight of the vendor's implementation and mediation with the chosen vendor may be included in the proposal. Minimally, the scope of provided services from the vendors bids should be clearly outlined to the College with all risks and challenges for this project clearly identified.

This Project is being locally funded but the recommended ERP System resulting from the bid/selection process is submitted by the College for Ohio Department of Higher Education Capital Project funding under the two-year biennium budgeting submissions.

1.4 Additional Requirements and Terms of Service

- A. The above-mentioned services are expected to be completed within 154 days of contract execution. The responsibilities of the Contractor will terminate August 1, 2020. Respondents should not base their pricing on the assumption of long-term financing by the College that extends beyond the current biennium, which ends June 30, 20[20].

- B. During the term of any contract resulting from this RFP, the Contractor shall be engaged by the College solely on an independent contractor basis, and the Contractor shall therefore be responsible for all the Contractor's business expenses, including, but not limited to, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.

SECTION 2 Submission Procedure and Reservation of Rights

2.1 Submitting Proposals

Responses to the RFP (each, a "Proposal") will be received from respondents (each, a "Respondent") until January 6, 2020 at 2:00pm at the following location:

Florence Evans Hall
University of Rio Grande/Rio Grande Community College
218 N. College Ave.
Rio Grande, Ohio 45674

Each Proposal must be submitted in an envelope marked:
Rio Grande Community College ERP Procurement and Implementation

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The subject line of any e-mail submitting a Proposal must read:

ERP Procurement
Send To: kmeyer@rio.edu

2.2 Late Submissions

Respondents are solely responsible for delivery of Proposals to the location designated in Section 2.1 on or before the closing date and time specified in Section 2.1. Any Proposal or revision or amendment thereto received after the date and time specified or improperly marked or submitted may be disqualified. Price corrections may only be made before the closing date and time specified in Section 2.1.

2.3 Closing Date Extensions

Requests to extend the closing date will not be granted unless the College determines, in its sole discretion, that the original due date appears impractical. Notice of any extension will be provided via email to all prospective Respondents who have registered via email by submitting contact information to kmeyer@rio.edu.

2.4 Proposal Format

An original Proposal, including any supplemental printed materials must be submitted, either in person or electronically, and must include the content identified in this RFP. The College reserves the right to reject any Proposal which does not conform in all material respects to the submission requirements of this RFP.

2.5 Inquiries

Any questions regarding this RFP should be submitted to the College in email form and should be addressed to

Kingsley Meyer
kmeyer@rio.edu

Respondents shall not communicate with any College staff concerning this RFP except through the above inquiry method. Use or attempted use of any other form of communication to discuss or inquire about this RFP may result in Respondent being disqualified from participating in the RFP.

2.6 Response to Inquiries

Respondent understands and agrees that the Respondent has a duty to inquire about or request a clarification of any RFP description or question that the Respondent does not fully understand or believes to be ambiguous. The College will respond to inquiries promptly. The College's response will be forwarded via email to all prospective Respondents who have registered via email by submitting contact information to kmeyer@rio.edu

The deadline for submission of written questions is Monday, December 16, 2019 at 5:00pm.

2.7 Additional Information

As part of the RFP process, the College has attempted to provide all relevant information to prospective Respondents. Respondents should prepare their Proposals based on the information provided. However, a Respondent may include or reference additional information not provided in this RFP that it considers pertinent to its Proposal.

2.8 Reservation of Rights

The College reserves the right to:

- A. Accept or reject any or all documents or parts, to waive any technicalities or irregularities, and further reserves the right to request future proposals at its discretion;

- B. Contact any, all, or none of the respondents for clarification and/or modification of their Proposal;
- C. Give added consideration to special and unusual features that may be included in the Proposals;
- D. Postpone or cancel the award or execution of a contract for any reason prior to contract execution; and
- E. Negotiate any and all final terms of the Proposal, including price. It is entirely within the discretion of the College to permit negotiations. A Respondent must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal. The College is free to limit the negotiations to particular aspects of any Proposal, to limit the Respondents with whom the College wants to negotiate, and to dispense with negotiations entirely.

2.9 Terms and Conditions

By submitting a Proposal, the Respondent agrees to all of the terms and conditions set forth herein. Proposals may not include any terms or conditions in conflict with those set forth herein.

2.10 Approval by Board of Trustees

Final contract award is subject to approval by College's Board of Trustees or its designee.

2.11 Addenda

Should the College choose to amend this RFP prior to the closing date, as the result of an inquiry or for any other reason, a notice will be sent via email to all prospective Respondents who have registered via email by submitting contact information to kmeyer@rio.edu. The addenda will be deemed to have been validly given if it is emailed or otherwise furnished to each registered prospective Respondent's contact person of record. The College will make reasonable attempts to contact all prospective Respondents; however, it is the responsibility of each Respondent to check for announcements, addenda, and other current information regarding this RFP.

RFP and Addenda will be posted on the College's website at:

<https://www.rio.edu/community-college/rfp>

SECTION 3 Proposal Deliverables

3.1 General Deliverables

Each Proposal must:

- A. Include a cover letter as set forth in Section 3.2, below.

- B. Provide a detailed description of Respondent's proposed approach for providing the services requested by this RFP.
- C. Include a profile of Respondent which includes:
 - i. A description of Respondent's relevant capabilities and skill sets;
 - ii. A list of key personnel that will be assigned to this project, with a discussion of their roles and experience and copies of their biographies;
 - iii. Biographies of the firm principals who will be responsible for this project;
 - iv. A description of Respondent's experience with projects of comparable size and scope.
 - v. A description of any similar work that has been performed for the state of Ohio, other governmental entities, or a college or university;
 - vi. A list of three (3) references of present or previous clients, including full addresses and telephone numbers. The references must relate to work completed within the past 5 years.
- D. Include a fee structure based a fixed fee, including a calculation of any discount from Respondent's standard rates for similar services. This Project's price shall include all out-of-pocket costs, including travel expenses not to exceed \$200,000.
- E. Provide a certificate of insurance detailing present coverage and limits. Respondent must meet the insurance requirements detailed in Section 3.3, below.
- F. Include a completed Respondent Affirmation and Disclosure Form (attached), in compliance with Executive Order 2011-12K issued by the Governor of Ohio, affirming no services of the Respondent or its subcontractors under any contract resulting from this RFP will be performed outside the United States.
- G. Any other necessary materials.

3.2 Proposal Cover Letter

The cover letter accompanying the Proposal must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the Respondent. The cover letter will provide an executive summary of the solution the Respondent plans to provide. The letter must also include the following:

- A. A statement regarding Respondent's legal structure (e.g., an Ohio corporation),

federal tax identification number, and principal place of business.

- B. A list of the people who prepared the Proposal, including their titles.
- C. The name, phone number, fax number, e-mail address, and mailing address of a contact person who has authority to answer questions regarding the Proposal.
- D. A statement that the Respondent does not assume there will be an opportunity to negotiate any aspect of the Proposal.
- E. A statement that the Respondent shall not substitute, at project start-up, different personnel or products from those evaluated by the College without the College's consent.
- F. A statement acknowledging the representations and warranties being made by the submission of Respondent's Proposal pursuant to Section 6.9 of this RFP.
- G. A statement as to whether Respondent has been certified by the Ohio Department of Administrative Services as a Minority Business Enterprise and/or Encouraging Diversity, Growth, and Equity business enterprise.

3.3 Insurance

Respondent shall be required, at its own cost, to procure and continue in force at all times that any contract resulting from this RFP is in effect, in its name, general liability insurance against any and all claims for injuries to persons or damage to property occurring or arising out of Respondent's obligations set forth herein. Such insurance shall at all times be in an amount not less than [Five Hundred Thousand Dollars (\$500,000)] on account of bodily injury to or death of one person, and [One Million Dollars (\$1,000,000)] on account of bodily injuries or death of more than one person as a result of any one accident or disaster, and [Two Hundred Fifty Thousand Dollars (\$250,000)] for property damage in any one accident. Such insurance shall be written by a company or companies authorized to engage in the business of general liability insurance in the State of Ohio with [an A.M. Best rating of at least "A"] or be otherwise approved in writing by the College. Any insurance policy required hereunder shall include an endorsement naming the College and the State of Ohio as additional insureds. Prior to the effective date of any contract resulting from this RFP, Respondent shall provide the College with (i) a copy of such endorsement and (ii) a certificate reflecting the coverage of the policy, each in a form acceptable to the College in its sole discretion.

3.4 Contract Bond

The successful Respondent shall be required to submit a contract bond for the entire amount of any contract awarded pursuant to this RFP prior to commencing any work. The contract bond shall be in form and substance satisfactory to the College and shall serve as an assurance that the Contractor will comply with all the terms and conditions applicable to the work being performed under the

contract. An authorized agent must sign the contract bond, and the successful Respondent shall provide a Power of Attorney from the surety. The contract bond must be issued by a surety authorized by the Ohio Department of Insurance to transact business as a surety in Ohio.

SECTION 4 Projected Timeline

4.1 Projected Timing

| Events | Date |
|---|--------------|
| Release of RFP | [11/18/2019] |
| [Requests online video conference] | [By request] |
| Deadline for submitting written inquiries | [12/16/2019] |
| Deadline for submitting Proposals | [1/6/2020] |
| Internal review of Proposals | [1/10/2020] |
| Interview selected Respondent(s) - Begins ⇔ Through | [1/13/2020] |
| | [2/21/2020] |
| Board of Trustees approval/ Board meeting | [2/24/2020] |
| Execution of contract | [3/2/2020] |
| Completion of work under the contract | [7/31/2020] |

4.2 Changes to Projected Timing

The College may, at any time and in its sole discretion, adjust the dates listed above. The College shall incorporate any schedule changes according to the processes identified in Section 2.

While the RFP dates are subject to change, Respondents must be prepared to meet them as they currently stand. Any failure to meet a deadline may result in the College, in its sole discretion, refusing to consider the Respondent's Proposal.

SECTION 5 Evaluation and Award

5.1 Evaluation

The award of a contract hereunder, if any, will be with one or more Respondent(s) whose Proposal(s) best meet the College's interests and needs based upon the evaluation criteria set forth below.

College personnel will review all Proposals based on the evaluation criteria listed below:

- A. Respondent's references, experience and availability;

- B. Experience, qualifications and biographies of the personnel assigned to this project;
- C. Recommended approach to providing the services requested;
- D. Quality and adequacy of Proposal (completeness, responsiveness, clarity and creativity);
- E. Capacity of Respondent to complete the work contemplated in the Proposal;
- F. Financial strength and capacity of the organization; and
- G. Reasonableness of proposed fees.

The College reserves the right to weight these factors at its sole discretion.

5.2 Interviews, Presentations and Demonstrations

The College may require a Respondent to interview with it regarding its Proposal. Such presentations, demonstrations, and interviews provide the Respondent with an opportunity to clarify its Proposal and to ensure a mutual understanding of the Proposal content. The College shall not be responsible for any costs incurred by Respondent in preparing for or making such presentations or demonstrations. These presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of the College. This phase of the evaluation is not an opportunity for the Respondent to engage in any negotiations over the form of the Proposal or required scope of the work.

The evaluation committee will not numerically rank interviews, demonstrations, and presentations. Rather, the evaluation committee may decide to revise existing Proposal evaluations based on the interviews, demonstrations and presentations.

5.3 Rights Reserved

The College may, at any time and in its sole discretion, request additional information to assist in the review process, reissue the RFP and request new Proposals from interested parties or reject all Proposals if it determines that it is in the College's best interests to do so.

5.5 Disqualification

Misleading, inaccurate or incomplete information will be grounds for disqualification of a Proposal at any time in the evaluation process. The College reserves the right to reject any and all Proposals.

5.6 Contract Negotiations

The final phase of the Proposal evaluation process may be contract negotiations. It is entirely within the discretion of the College whether to permit negotiations. A Respondent must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal or any resulting contract. The College is free to limit negotiations to particular aspects of any Proposal, including cost, to limit the Respondents with whom the College negotiates, or to dispense with negotiations entirely. The College will schedule all negotiations.

The College may determine during negotiations that it is no longer reasonably likely for a Respondent to be awarded a contract pursuant to this RFP. If the College makes this determination, the College will notify the Respondent in writing of its determination to terminate negotiations. The College may re-evaluate which of the remaining Respondents are reasonably likely to be awarded a contract under this RFP and begin negotiations with a new Respondent and/or continue negotiations with other Respondents.

5.7 Best and Final Offer

If best and final offers (each, a “BAFO”) are requested by the College, they may be submitted only once, unless the College makes a determination that it is in the College’s interest to conduct additional negotiations. In such case, the College may require another submission of BAFOs. Otherwise, discussion of or changes in the BAFOs will not be allowed. If a Respondent does not submit a BAFO, the Respondent’s previous Proposal will be considered the Respondent’s BAFO.

5.8 Award

After completing the evaluation process set forth in this Section 5, the evaluation committee may make a recommendation for award. Price will not be the sole factor in determining an award. Final contract award is subject to approval by the Board of Trustees or its designee.

SECTION 6 General Conditions

6.1 Respondent’s Costs to Develop Response

All costs associated with the development of a Proposal, including the costs of any related presentations or demonstrations, are solely that of the Respondent and are not chargeable to the College under any resulting contract or in any other manner.

6.2 Public Information

Proposals will not be opened and read in a public forum.

The College is subject to the requirements of the Ohio Public Records Law, O.R.C. Section 149.43. Accordingly, all proposals and information included therein or attached thereto and other materials

submitted in response to this RFP or in connection with any contract as a result of this RFP may be subject to disclosure as a public record, except to the extent the materials are protected from disclosure by applicable state and/or federal laws.

All Proposals and other submitted material shall be the property of the College and will not be returned to the Respondent.

6.3 Tax Exemption

The College is tax-exempt. An exemption certificate will be furnished to the Contractor upon request.

6.4 Section Headings

All section headings are for convenience of reference only and are not intended to define or limit the scope of any provision.

6.5 Governing Law

This RFP and any agreements resulting from this RFP shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning a resulting agreement and/or performance thereunder.

6.6 Permits, Licenses, and State Registration

The Contractor shall obtain and maintain all permits and licenses necessary for the performance of any work arising out of this RFP. Respondent must furnish appropriate certification of existence or certification of authority to conduct business in the State of Ohio (i.e. a certificate of Good Standing from the Ohio Secretary of State) as a condition of contract award. Following submission of its Proposal, the Respondent must immediately notify the College if it becomes disqualified from doing business in Ohio. The Respondent must advise the College of all address changes following its submission of a Proposal.

6.7 Subcontractors

Acceptance by the College of a Respondent's Proposal does not require the College to accept the subcontractor(s) proposed by Respondent. The College reserves the right to evaluate the qualifications of all subcontractors proposed by the Respondent. Neither a resulting contract nor any rights, duties, or obligations described therein shall be assignable by the Contractor without the prior written approval of the College.

6.9 Respondent's Representations and Warranties

By submission of its Proposal, Respondent represents and warrants to the College as follows:

- A. Federal, State, and Local Law Compliance. Respondent shall, in the performance of any services pursuant to this RFP, fully comply with all applicable federal, state and local laws, rules, regulations, or ordinances, as well as all applicable College regulations, including but not limited to parking and security regulations, and shall hold the College harmless from any liability from failure of such compliance.
- B. Nondiscrimination of Employment. Respondent, any subcontractor, and any person acting on behalf of Respondent or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, genetic information, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under any contract resulting from this RFP. Further, Respondent, any subcontractor, and any person acting on behalf of Respondent or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under any agreement resulting from this RFP on account of race, color, religion, sex, age, genetic information, disability, military status, national origin, or ancestry. Respondent represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons pursuant to R.C. 125.111(B) and has filed an Affirmative Action Program Verification form with the Equal Employment Opportunity Coordinator of the Department of Administrative Services or that it will have such a program and approval of the Equal Opportunity Coordinator in place prior to commencing any work under any agreement resulting from this RFP.
- C. Drug-Free Workplace. Respondent shall comply with all applicable state and federal laws regarding drug-free workplace while engaged in activity relating to this RFP and during the term of any resulting contract. Respondent shall make a good faith effort to ensure that its employees will not purchase, use or possess illegal drugs or alcohol or abuse prescription drugs while engaged in any activity relating to this RFP or any contract resulting from this RFP.
- D. Conflict of Interest and Ethics. Respondent, along with its officers, members and employees, has no interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree the discharge and fulfillment of its functions and responsibilities under any contract awarded pursuant to this RFP. Respondent agrees to periodically inquire of its officers, members and employees concerning such interests. Any person who acquires an incompatible, compromising or conflicting personal or business interest shall immediately disclose his or her interest to the College in writing. Thereafter, he or she shall not participate in any action affecting the work described in this RFP, unless the College shall determine that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

No member, agent, or employee of the College has or will benefit financially or in any manner inconsistent with Ohio's Ethics laws, Revised Code Chapter 102, from any contract resulting from this RFP. Any contract resulting from this RFP may be terminated by the College if it is determined that any gratuities of any kind were either offered to or received by any of the College's officials, employees or their families from the Respondent, its agents, or employees. Respondent further agrees to refrain from promising or giving to any College employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties.

- E. Debarment. Respondent is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25. If this representation and warranty is found to be false, any agreement resulting from this RFP shall be void ab initio and Respondent shall immediately repay to the College any funds paid under such contract.
- F. Banning the Expenditure of Public Funds on Offshore Services. In accordance with Executive Order 2011-12K issued by the Governor of Ohio, no services of the Respondent or its subcontractors under any contract resulting from this RFP will be performed outside the United States. During the performance of any contract resulting from this RFP, Respondent acknowledges that it must not change the location(s) of the country where the services are performed, or change the location(s) of the country where the data are maintained or made available, without express written authorization of the College.
- G. Campaign Contributions. Neither Respondent nor any of Respondent's partners, officers, directors, or shareholders, nor the spouses of any such person, have made contributions in excess of the limitations specified in R.C. 3517.13.
- I. Findings for Recovery. Respondent is not subject to an "unresolved" finding for recovery under R.C. 9.24. If this warranty is found to be false, any agreement awarded pursuant to this RFP shall be void ab initio and Respondent shall immediately repay to the College any funds paid pursuant thereto.

RESPONDENT AFFIRMATION AND DISCLOSURE

Respondent acknowledges that by signing the RFP submittal that it affirms, understands, and will abide by the requirements of Executive Order 2011-12K issued by Ohio Governor John Kasich. If awarded a contract, the Respondent will become the Contractor and affirms that both the Contractor and its Subcontractors shall perform no services requested under the contract resulting from this RFP outside of the United States. The Executive Order is available at the following Web site: <http://governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%202011-12K.pdf>.

The Respondent shall provide the locations where services under this RFP will be performed in the spaces provided below or by attachment. Failure to provide this information as part of its RFP submittal will cause the Respondent to be deemed non-responsive and no further consideration will be given to its RFP submittal. If the Respondent will not be using Subcontractors, indicate "Not Applicable" in the appropriate spaces.

- 1. Principal business location of Contractor:

Address City, State, Zip

- 2. Location where services will be performed by Contractor:

Address City, State, Zip

Locations where services will be performed by Subcontractors:

Address City, State, Zip

Address City, State, Zip

Address City, State, Zip

- 3. Location where state data will be stored, accessed, tested, maintained, or backed-up, by Contractor:

Address City, State, Zip

Locations where state data will be stored, accessed, tested, maintained, or backed-up by Subcontractors:

Address City, State, Zip

Address City, State, Zip