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REQUEST FOR PROPOSAL

Enterprise Resource Planning (ERP) SaaS Cloud Software Acquisition, Implementation and Support Services

ISSUED BY: The Department of Purchasing & Supply Services

RFP NUMBER: RFP PUR-26-009

RELEASE DATE: July 21, 2025

PRE-PROPOSAL DATE: August 1, 2025

QUESTIONS DUE DATE: August 8, 2025, at 11:00 a.m.

PROPOSAL DUE DATE: September 30, 2025

DIRECT INQUIRIES TO PROCUREMENT: <u>Donna.Parks@pgcps.org</u>

Garland.Anderson@pgcps.org Michelle2.Tucker@pgcps.org

To All Prospective Vendors:

Prince George's County Public Schools (PGCPS) is soliciting proposals from qualified Vendors to provide a comprehensive ERP SaaS Cloud Software Acquisition, Implementation and Support Services. A virtual pre-proposal conference will be held on August 1, 2025, at 11:00 am via Zoom. In order to participate in the pre-proposal conference, you must complete Attachment B - Letter of Interest and submit it no later than 2:00 p.m., July 31, 2025, at 11:00 a.m. to the procurement contacts listed above. While attendance at the pre-proposal meeting is not mandatory, the information presented is informative. All interested Vendors are encouraged to attend. Only interested Vendors who return the Attachment B - Letter of Interest will receive the Zoom conference link information. The Zoom link will be provided to interested Vendors no later than July 31, 2025, at 5:00 p.m.

Solicitation Documents may be obtained by:

- Download the solicitation by accessing the Prince George's County Public School Board's website at the following link: https://offices.pgcps.org/purchasing/bids.aspx
- Download the solicitation by accessing eMaryland Marketplace link: https://ebidmarketplace.com/

Please respond according to the instructions provided in the RFP. Vendors are cautioned not to make changes to any of the terms and conditions or specifications in this solicitation, doing so may render a Vendor's Proposal unacceptable and subject to rejection.

The Department of Purchasing & Supply Services is not responsible for information obtained from sources outside the Prince George's County Purchasing Office, including downloads from the County website. Vendors are directly responsible for obtaining updates, changes or addenda either from the updated webpage or by contacting the Purchasing Office for instructions. If the Vendor has questions, they must be in writing and directed to the procurement contacts specified. Failure to adhere to this requirement may subject the Vendor to immediate disqualification.



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PART I: INTRODUCTION AND BACKGROUND

The Board of Education of Prince George's County (The Board) serves the needs of public education in Prince George's County, covering approximately 1,789 square miles, with a residential population of more than 904,430. Prince George's County Public Schools (PGCPS), one of the nation's 20th largest school districts, has 208 schools and centers, has approximately 133,854 students and nearly 22,000 employees and an annual operating budget of \$2.3 billion.

The school system serves a diverse student population from urban, suburban and rural communities located in the Washington, DC suburbs. PGCPS is nationally recognized for college and career-readiness programs that provide students with unique learning opportunities, including dual enrollment and language immersion. The Central administration headquarters is located at 14201 School Lane, Upper Marlboro, Maryland.

1. PURPOSE

The Board of Education of Prince George's County (hereafter referred to as "The Board," "PGCPS,", "PGCPS-IT", "The District," "School System" or "The School District") is seeking proposals from qualified Resellers and/or System Integrators (SI) (hereafter referred to as, "System Integrator", "Vendor," "Contractor," "Offeror", "Respondent", "Firm," or "Implementer") to migrate all PGCPS' Enterprise Resource Planning (ERP) modules from On-premises Oracle EBusiness Suites (EBS) to a new latest and greatest, comprehensive, integrated Cloud-based Software as a Service (SaaS) ERP Solutions.

DETAILS PROPOSAL APPROACH

Selected vendor to Implement/migrate all PGCPS Oracle ERP modules to a new ERP SaaS Cloud Solution and provide Support/Maintenance:

- 1.1 **PROPOSE/RESELL:** Propose and sell the latest and greatest cloud native ERP SaaS software solution for a large K12 Organizations comparable to PGCPS.
- 1.2 IMPLEMENT/MIGRATE: Provide quotes and proposals to migrate PGCPS from current onpremises Oracle EBS modules to the latest and greatest new ERP SaaS Cloud Solution being proposed.
- 1.3 **SUPPORT/MAINTENANCE:** Full Support all through implementation, Post Go live/on-going Ultra-HYPERCARE support and maintenance of new ERP SaaS Cloud Solution.

Prince George's County Public Schools has been using the on-premises Oracle e-Business Suite (EBS) as the system of record to support all its departments, including Human Resources, Payroll, Finance, Accounting, Budget Management Services, and other related system needs since 2002. The current Oracle EBS version is 12.2.10.

The Board of Education of Prince George's County (The Board) is issuing this Request for Proposal (RFP) to provide comprehensive ERP Modernization: ERP Software as a Service Cloud software



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acquisition, Implementation of said SaaS as well as post go live support Services as defined in <u>Part III, Scope of Work</u>. These services are to be performed principally for the IT Department; however, services may be requested by other Departments within Prince George's County Public School system.

2. SUMMARY OF SERVICES

Through this RFP, the Board of Education for Prince George's County desires to partner with an Implementation vendor to propose cloud software acquisition and implement said system, train staff on the new ERP SaaS Cloud Solution and more importantly, offer one full year post go live Ultra-Hypercare support.

PGCPS expects a complete picture of the cost of new ERP SaaS Cloud Solution acquisitions, cost of implementation and cost of support in one packaged proposal from each vendor.

3. NON-EXCLUSIVE

The intent of this contract is to provide the Board with an expedited means of procuring supplies and/or services at the lowest cost. This contract is for the convenience of the Board and is a "Non-Exclusive" use contract. The Board does not guarantee any usage. The Board will not be held to purchase any Brand, in any groups, prices or discount ranges, but reserves the right to purchase any item/service listed in the price schedule submitted under Attachment A, Cost Proposal.

4. OFFERORS IN LEGAL PROCEEDINGS WITH PGCPS

PGCPS recognizes the significant costs and imposition on the time of personnel associated with legal proceedings. Accordingly, PGCPS has adopted a process stating that:

"One factor, among others, that is to be considered when awarding a contract or purchase order is the existence of a pending legal dispute – whether in court or an alternative dispute forum – with any Vendor or Offeror which has submitted a Proposal. Before including consideration of the legal dispute as a factor, the Procurement Officer shall seek the advice of the Office of General Counsel regarding the legal dispute and shall obtain the concurrence of the CEO or his designee."

5. PERIOD OF PERFORMANCE

The term of this Contract begins on the date the Notice of Award is signed by both the Offeror and The BOARD (the "Effective Date") and shall continue for a period of three (3) years (Initial/Base Term). In its sole discretion, The Board shall have the unilateral right to renew the Contract for five (5) one-year option periods (each a "Renewal Term") at the prices established at contract award. "Term" means the Initial Term and any Renewal Term(s).

6. OPTION TO EXTEND SERVICE

The Board may require continued performance of any services within the limits and at the rates specified in the contract. The option to extend provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 12 months.



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7. CONTRACT TYPE

The contract resulting from this solicitation shall be a Fixed Rate requirement. Offerors are encouraged to partner with local Vendors or firms if they don't meet all the required expertise or MBE requirements. Subcontractor and/or teaming partner information shall be included in the response.

8. CONTINUITY OF SERVICES

The Offeror recognizes that the services under this contract are vital to PGCPS and must be continued without interruption and that, upon contract expiration, a successor, either the PGCPS or another vendor, may continue them. The Offeror agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

9. BONDING

The Offeror may be required to submit a Bid and or a Performance Bond as indicated below.

A. BID BOND (Not Required)

If applicable, the bid bond will be in the amount of five percent (5%) as determined by the BOARD and specified in the RFP, to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that may exceed \$100K. (COMAR 21.06.07.10). The bond must be made in favor of the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO. MARYLAND 20772-9983.

B. PERFORMANCE AND LABOR BOND (TBD)

The awarded vendor(s) will be required to submit a performance and/or labor bond, Cashier's or Certified Check in the amount of one hundred percent (100%) of the project cost as determined by the BOARD and specified herein to ensure all phases of the project are satisfactory complete for which a contract or purchase order is awarded that exceeds 100K. (COMAR 21.06.07.10). When applicable, the Board reserves the right to request performance and labor bonds for amounts over or under \$100K. The bond, cashier or certified check must be made in favor of the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY and mailed to 13300 Marlboro Pike, Upper Marlboro, Maryland 20772-9983 prior to the start of performance.

10. POINT OF CONTACTS

The Offeror's performance will be under the direction of the Procurement Department, ensuring the Offeror's compliance with the requirements of this contract to include managing the daily activities of the contract, providing guidance to the contract, and coordination. The Offeror shall be accountable to the end users on all matters relating to the scope of work.

PROCUREMENT CONTACTS

Vendors shall submit questions to all Purchasing contacts listed below:

Donna.Parks@pgcps.org Garland.Anderson@pgcps.org Michelle2.Tucker@pgcps.org

PGCPS Purchasing and Supply Services and the Designated Procurement Contact is the Issuing Office and the sole PGCPS Point of Contact responsible for the solicitation prior to contract award. Correspondence and communication throughout the solicitation, evaluation and contract award shall



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be limited to the PGCP Issuing Office, the sole point of contact for purposes related to the services included within this solicitation and/or preparing a proposal in response to the solicitation.

All inquiries related to this procurement must be handled by PGCPS Purchasing and Supply Services officials. Failure to comply with this directive may, at the sole discretion of the Board, result in the disqualification of an offeror from the procurement process.

Performance under an awarded contract will be in the direction of PGCPS Purchasing and Supply Services for all matters related to an awarded contract and contract compliance. The Technical Point of Contact(s) department and information will be provided upon contract award. Offer shall be accountable to the PGCPS Technical Representatives within the end user department for management of daily activities of the contract, contract scope, and project coordination.



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PART II: INSTRUCTIONS TO OFFERORS

1. OFFEROR KNOWLEDGE OF TERMS AND CONDITIONS

Before submitting Proposals, Offerors are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a Proposal. The offeror shall acquaint themselves with all State and Federal governing laws, ordinances, etc. and otherwise familiarize themselves with all matters which may affect the Proposal. The act of submitting a Proposal shall be considered as meaning that the Offeror has so familiarize themselves; therefore, there shall be no misunderstanding or lack of information. Offerors, or their authorized representatives, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Proposals. Failure to do so will be at the Offeror's own risk and Offeror cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of Offerors.

By submitting an offer in response to this RFP, an Offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP. The RFP including all addenda in total shall be incorporated into the contract by reference.

All correspondence concerning the Proposal and contract, including Notice of Award, copy of Contract, and Purchase Order, will be provided electronically.

2. PROPOSAL SCHEDULE

Due to the urgent need for the Solicitation, milestones are listed with target dates. Please adhere to the schedule unless notified by way of an Addendum.

Solicitation Milestones	Milestone Date
Issue RFP Solicitation	July 21, 2025
Pre-Proposal Registration (Attachment B)	NLT July 31, 2025 @11:00 am
Pre-Proposal Conference Date and Time	August 1, 2025 @11:00 am
Questions Due Date and Time	NLT August 8, 2025 @ 11:00 am
Addendum Responding to Questions	August 29, 2025 (approximate date)
Proposal Due Date and Time	September 30, 2025 @ 11:00 am
Evaluation Period	October - December 2025
Vendor Demonstrations Demonstrations are to be determined. Qualified vendors will be advised at a later date the exact date(s) and time(s) for demonstrations. PGCPS reserves the right to only hold demonstrations with those firms in the competitive range.	Early December 2025
Board Approval	February 2026
Contract Award	March 2026
Project Implementation	April 2026



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3. PROPOSAL SUBMISSION REQUIREMENTS

To be eligible, Proposals must be received via eMaryland MarketPlace Advantage (eMMA) no later than **September 30**, **2025**, **by 11:00 am**. The Proposal shall consist of the required documentation for each volume as identified. Offerors shall retain one (1) original copy of the Proposal for their files. PGCPS may request the original notarized documents that were posted electronically before final award execution.

The electronic Proposal shall show the full business address, telephone number, email and fax number of the Offeror and be signed by the person or persons legally authorized to sign contracts and commit the company.

4. PROPOSAL MARKINGS

All Proposals shall be submitted without redactions. All sections of the Proposal that are considered Confidential or Proprietary shall be clearly marked within the Proposal. The Offerors shall provide justification for all confidential or proprietary information. Justification must be on a separate piece of paper and submitted with the Technical Proposal.

5. PROPOSAL SUBMISSION LAYOUT

The completed bid documents(s) should be without interlineations, alterations, or erasures. The bid should present all information in a concise manner, neatly arranged, legible, and in terms understandable for evaluation. All information requested is to be addressed directly and completely. It is more desirable to give additional information than less when the answer could be misinterpreted. The submission layout will include four (4) parts:

GENERAL FORMAT- FIVE-PART SUBMISSION

- Volume I Technical Proposal
- Volume II Minority Business Enterprise (MBE)
- Volume III Cost Proposal
- Volume IV Appendices

6. BIDDER DELIVERY AND ENVELOPE PACKAGING

The bidder shall deliver their Proposal electronically through eMMA and package their bid in **two separate eMMA envelopes** as noted below.

A. <u>VOLUME I – TECHNICAL PROPOSAL (Envelope One)</u>

The Technical Proposal shall be submitted in PDF format. Offerors must not include any pricing. Offeror shall include a table of contents and all pages in the technical proposal must be numbered, consecutively from beginning to end and separated by tabs as described below:

1. TAB A - TRANSMITTAL LETTER

Offeror shall include a brief transmittal letter prepared on the Offerors' letterhead and signed by an individual who is authorized to commit the Offeror to the services and requirements in the RFP and Proposal. This transmittal letter shall include:



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- a) The name, title, address, telephone number, and electronic mail address of the person authorized to bind the Offeror to the contract and the person who will receive all official notices concerning this RFP.
- b) The Offerors' Federal Tax Identification Number or Social Security Number.
- c) The Offerors' PGCPS iSupplier ID Number must be listed. To obtain an iSupplier ID number, you must register with PGCPS at https://www.pgcps.org/offices/purchasing/isupplier
- d) A brief statement of the Offerors' understanding of the work to be done, their commitment to perform the work, and a statement of why the firm believes it is best qualified to perform the work specified in RFP.
- e) A statement that the Proposal is a firm and irrevocable offer for a period of one hundred eighty (180) days following the closing date for receipt of initial Proposals or the closing date for receipt of a best and final offer, if applicable.
- f) The vendor's proposal shall identify and describe: technical requirements, any hardware, software, processing or other requirements that will be necessary in order for PGCPS and its uses to fully interface with the vendors curriculum, recordkeeping and data management, the recommended technology configuration necessary to efficiently access and perform all online functions and the capacity to support automotive data exchange between the program and PGCPS student information system as appropriate.

2. TAB B - LEGAL CLAIMS

The offer shall identify any claims during the past three (3) years and provide information on any pending litigation, lawsuits etc. The failure to provide accurate information may be determined to be a material breach of any future agreement or contract with The Board. If applicable, the Offeror must state no claims exist.

3. TAB C - EXPERIENCE AND CAPABILITIES

Offeror shall prepare and present a Technical Proposal in such a way as to provide a straightforward description of responses to experience and qualifications, product quality, demonstrated capacity to perform, past performance and references to satisfy the requirements of the RFP.

B. VOLUME II - MINORITY BUSINESS ENTERPRISE (MBE) (Envelope One)

Offerors shall submit MBE information <u>electronically in eMMA under the Technical Proposal folder in a separate file, titled as such</u>. An **MBE goal of 15%** has been established for the contract representing a percentage of the total Contract dollar value, including all renewal option terms. Minority Businesses included in the Proposal package at the time of opening cannot be changed without prior approval of the Director of Purchasing and Supply Services.

By submitting a response to this RFP, the Offeror acknowledges the overall MBE participation goal and commits to achieving the overall goal by utilizing certified minority business enterprises or will include a full or partial waiver of the overall goal with the Proposal.



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1. Offerors shall describe how they intend to meet the MBE goals or justify why the goal cannot be met.

C. VOLUME III – COST PROPOSAL (Envelope Two)

The Offeror cost proposal shall include all labor, delivery, materials, tools, and equipment to perform work.

All pricing shall remain fixed for the full contract term, including renewals thereto unless an escalation or adjustment is included herein. Offerors should not include any portion of their Technical Proposal in its Cost Proposal.

- 1. Offerors shall provide the Cost Proposal in Excel format (Attachment A). Do not amend, alter, or leave blank any items on the Proposal Form or include additional clarifying or contingent language on or attached to the Proposal Form. Items or costs required to provide the services and deliverables as proposed, but not identified will be the sole responsibility of the Offeror.
- 2. The Offeror shall demonstrate its financial stability. The Offeror shall include a fiscal integrity / financial statement for the last two calendar years. If the Offeror has not had its financial statements audited by an independent accounting firm, the Offeror must submit such un-audited financial statements.

See Part VII, FINANCIAL/COST PROPOSAL & PRICING for DETAILS and additional information**.

D. VOLUME IV - Appendices (Envelope Two)

Offerors shall submit the Appendices <u>electronically in eMMA under the Technical Proposal folder in a separate file, titled as such</u>. The Offeror shall sign, date, and notarize where applicable all appendices identified. **Appendices shall be packaged together as <u>one</u> PDF file and delivered under Volume IV.**

- o Appendix A Proposal and Addendum Acknowledgement
- Appendix B Past Performance and References
- o Appendix C Non-Collusion Certificate
- Appendix D Debarment Affidavit
- Appendix E Anti-Bribery Affidavit
- Appendix F Certificate of Insurance Coverage
- Appendix G Financial Proposal Form
- Appendix H MBE Form
- Appendix I Certificate State of Maryland Tax Certification
- Appendix J Certification of Compliance
- Appendix K Vendor Conflict of Interest Disclosure Form

Failure to provide any of the requested information or documents in this solicitation may render the proposal non-responsive.



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PART III: SCOPE OF WORK

1. INTRODUCTION

The Board of Education of Prince George's County (hereafter referred to as "The Board," "PGCPS,", "PGCPS-IT", "The District," "School System" or "The School District") is seeking proposals from qualified Resellers and/or System Integrators (SI) (hereafter referred to as, "System Integrator", "Vendor," "Contractor," "Offeror", "Respondent", "Firm," or "Implementer") to migrate all PGCPS' Enterprise Resource Planning (ERP) modules from On-premises Oracle EBusiness Suites (EBS) to a new latest and greatest, comprehensive, integrated Cloud-based Software as a Service (SaaS) ERP Solutions.

DETAILS PROPOSAL APPROACH

The successful Offeror shall implement/migrate all PGCPS Oracle ERP modules to ERP SaaS Cloud Solution and provide Support/Maintenance services:

- **1.1 PROPOSE/RESELL:** The latest and greatest new ERP SaaS software solution for K12 Organizations comparable to PGCPS.
- **1.2 IMPLEMENT/MIGRATE:** Provide quotes and proposals to migrate PGCPS from current on-premises Oracle EBS modules to the latest and greatest new ERP SaaS Cloud Solution.
- **1.3 SUPPORT/MAINTENANCE:** Full Support all through implementation, Post Go live/ongoing Ultra HYPERCARE support and maintenance of new ERP SaaS Cloud solution.

Prince George's County Public Schools has been using the on-premises Oracle e-Business Suite (EBS) as the system of record to support all its departments, including Human Resources, Payroll, Finance, Accounting, Budget Management Services, and other related system needs since 2002. The current version is 12.2.10.

2. BACKGROUND

The Board of Education of Prince George's County (The Board) serves the needs of public education in Prince George's County, covering approximately 500 square miles, with a residential population of more than 904,430. The Board of Education of Prince George's County (The Board) is the second largest public school system in the State of Maryland. The Board operates 240 facilities over a ten-mile radius, which includes Pre-k, elementary, middle, and high schools as well as special education centers and alternative schools. The Central administration headquarters is located at 14201 School Lane, Upper Marlboro, Maryland.

PGCPS is nationally recognized for a plethora of programs designed to meet the varied needs of students in preparation for graduation, postsecondary success and economic stability. These include non-traditional programs, Online Campus, career and technology education programs and career-readiness programs. All the programs are designed to provide students with unique and differentiated learning opportunities on their pathway to graduation, and to decrease the number of students who disengage from the district prior to school completion. The Board of



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Education works to advance student achievement through community engagement, sound policy governance, accountability and fiscal responsibility. The school system's highest priority is to prepare students to meet the demands of college and careers.

Our vision paints the image of a premier educational environment that values the rich uniqueness of who we are as we develop and equip life-long learners, leaders, empowered proponents of justice and prosperous communities to thrive in the global society.

A culturally responsive district developing distinguished learners, leaders, voices of social justice and advocates for humanity for the world of today, tomorrow, and beyond.

Our mission defines our purpose and the scope of our work. It communicates why we exist and what we hope to contribute to society.

Provide a transformative educational experience anchored by excellence in equity – developing 21st century competencies and enabling each student's unique brilliance to flourish to build empowered communities and a more inclusive and just world.

3. SCOPE OF SERVICES

Prince George's County Public Schools (PGCPS) seeks an extremely strong and reliable partner, firm, reseller [System Implementer (SI/Vendor)] and services provider to provide full cycle implementation services. Services include proposing a new, state-of-the-art ERP SaaS Cloud solution, then implement and migrate the district from its on-premises Oracle ERP R12.2.10 to the proposed latest and greatest **new ERP SaaS Cloud Solutions**.

With emphasis on industry's best practices and, more importantly, drawing from the Offeror's prior and similar implementation experiences, the selected vendor will provide all the "Brick-by-Brick" implementation support, including extensive analyzing of the existing system, i.e., Discovery Session, Planning, Designing, Configuring, Building, Testing, Deploying; provide and address all reporting needs; Go-live Ultra Hypercare Support of the new solution, as well as providing Organizational Change Management, Training, Governance, and Project Management services while providing exceptional documentation throughout the entire process from the first day of the start of the project.

PGCPS is expecting a production instance in the new ERP SaaS Cloud Solution that can do all the functions, tasks, and transactions that the on-premises EBS does today while also introducing more functionality, features and enhance technological capabilities to enhance the user's experience. The selected vendor will work directly with the IT–Business Applications team and all other Oracle EBS subject matter experts across all the PGCPS departments.

With this historic project, PGCPS aspires to be on the latest and greatest Cloud ERP Solutions that would significantly enhance its processes and productivity while providing verifiable business operations cost and time savings. Additional goals for this historical project includes improving efficiency through automation of manual processes, remove paper-based processes and eliminating customizations.



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The specifications are in the Request for Proposal. Responses submitted must meet or exceed all requirements. Proposals that do not meet or exceed all requirements will be considered non-responsive.

4. CURRENT PGCPS WORKFORCE

Total Full time and Part time Employees	24,028
Total Full-Time Employees:	18,424
Total Temps/Seasonal/Part-Time:	5,604
Custodial/Maintenance (Union = SEIU):	1,055
Teachers (Union = PGCEA):	10,488
Union ACE/AFSCME:	6,569
Bus Drivers (Includes Bus Attendants and Dedicated Aide)	2,834
Admin (Union = ASASP II, ASASP III	
and EXECUTIVE)	1,623
Sub Teachers/ Sub Paras etc.	4,936
Number of Active Retirees:	15,031

Note: All the numbers above are constantly fluctuating every day as changes are constantly being made.

PGCPS have 10, 11, 12 months employees with contracts days ranging from 180 Contract days to 261 Contract days depending on the Union and contract agreement. Some employees receive 22 paychecks; some receive 24 paychecks, while some receive 26 paychecks. See below:

Contract Months	Number of Paychecks	Contract Days
10	22	180
10	22	190
10	22	192
10	22	200
11	24	210
11	24	212
11	24	220
12	26	220
12	26	260
12	26	261

5. CURRENT TECHNOLOGY ENVIRONMENT

5.1 Oracle ERP EBS – History and Versions.

- **5.1.1** In May 2012, PGCPS upgraded from 11i to version R12
- **5.1.2** In November 2021, PGCPS upgraded from version R12 to version R12.2.10, and this upgrade is now the current environment.



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5.2 Current Database Architecture & Version

- 5.2.1 Oracle EBS Application: 12.2.10
- 5.2.2 Oracle Database Version: 19.26
- 5.2.3 Linux Version 8.10
- 5.2.4 Oracle Apex Version: 22.2
- 5.2.5 Weblogic: 10.3.6.0

6. CURRENT PRODUCTS, MODULES & LICENSES

Oracle ERP EBS - Modules & Solutions Currently Implemented

- 6.1 Oracle OAF Pages/Solutions
- 6.2 Oracle Apex Reports
- 6.3 Oracle Identity and Access Management.

PGCPS currently uses SSO (Single Sign on) which is a critical authentication system. Since SSO is a potential point of failure at go live, PGCPS expects vendors to test it thoroughly with small sample user sign-ons, medium sample users signing on, and more importantly, with the heavy weight of thousands of employees signing on. This testing is needed to ensure flawless functionality from the moment the new ERP SaaS Cloud Solution is launched.

- 6.4 Oracle HRMS Modules
- 6.5 Human Resources
- 6.6 Self-Service HR
- 6.7 Payroll
- 6.8 Oracle Advanced Benefits

Note: PGCPS recently turned off Advanced benefits for Benefitfocus. OAB is still in Oracle should PGCPS decide to go back to it. The new ERP SaaS Cloud Solution Advanced Benefit module would also be implemented in the cloud and ready should it need to be turned back on.

- 6.9 iRecruitment
- 6.10 Oracle Time and Labor
- 6.11 Leave Management
- 6.12 Absence Management
- 6.13 Timecards / Time entry
- 6.14 Position Control
- 6.15 Oracle Financials
 - 6.15.1 General Ledger
 - 6.15.2 Account Payables
 - 6.15.3 Fixed Assets
 - 6.15.4 Account Receivable.
 - 6.15.5 Employee i-expense
 - 6.15.6 Cash Management
 - 6.15.7 Grants
 - 6.15.8 Budget PGCPS does not have a budget system implemented. The budget team uses an in-house-built customized application within EBS to prepare the budget. As part of this initiative, PGCPS plans to use new ERP SaaS Cloud Solution to build budget.
- 6.16 Procurement and Supply Chain
 - 6.16.1 Oracle iProcurement Purchasing



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- 6.16.2 PGCPS has customized PCard (Purchase Card).
- 6.16.3 Warehouse Management System
- 6.16.4 Inventory Management system
- 6.16.5 Order Management System
- 6.16.6 iSuppler
- 6.16.7 iSourcing
- Oracle Document Management System and WebCenter Content 6.17
- OBIEE/Informatica/Oracle BI Apps 6.18
- 6.19 PGCPS Customizations include Forms Personalization, Custom.pll and Fast Formulas, Web ADI Integrators, APEX reports, Discoverer Views and Reports, Concurrent programs and FSG.
- 6.20 Integrations with other third-party systems (Food Services, Punchout with purchasing vendors, Payables interface with vendors like Verizon and Pepco, Receivables interface with Banks, and others).
- 6.21 Reporting Tool
 - 6.21.1 Splash Bi
 - 6.21.2 Discoverer
- 6.22 Detailed Description of the current products

Product Description	Quantity
Oracle WebCenter Applications Adapter for Oracle E-Business Suite - Processor	
Perpetual	4
Oracle WebCenter Capture - Processor Perpetual	4
Oracle WebCenter Forms Recognition - Named User Plus Perpetual	20
Oracle WebCenter Forms Recognition - Processor Perpetual	4
Oracle WebCenter Content - Named User Plus Perpetual	20
Oracle WebCenter Content - Processor Perpetual	4
Oracle Advanced Security - Processor Perpetual	4
Oracle Internet Application Server Enterprise Edition - Processor Perpetual	4
Oracle Internet Developer Suite - Named User Perpetual	2
Express Server - Named User Perpetual	30
Oracle Programmer - Named User Perpetual	2
Oracle Discoverer Desktop Edition - Named User Perpetual	120
Oracle Advanced Security - Processor Perpetual	12
Oracle Internet Application Server Enterprise Edition - Processor Perpetual	4
Oracle Internet Developer Suite - Named User Perpetual	6
Oracle Financials - Application User Perpetual	410
Oracle Database Enterprise Edition - Named User Plus Perpetual	150,975
Oracle Internet Application Server Enterprise Edition - Processor Perpetual	2
Oracle Internet Expenses - Expense Report Perpetual	5,000
Oracle Warehouse Management - Inventory/Shipping User Perpetual	45
Oracle iRecruitment - Employee Perpetual	10,000
Oracle Sourcing for Oracle Purchasing - Application User Perpetual	10
Oracle Procurement Contracts for Oracle Purchasing - Application User Perpetual	10



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Oracle Advanced Benefits - Employee Perpetual	20,000
Oracle Internet Application Server Enterprise Edition - Processor Perpetual	4
Oracle SOA Suite for Oracle Middleware - Processor Perpetual	4
Oracle Internet Application Server Enterprise Edition - Named User Plus Perpetual	20
Oracle SOA Suite for Oracle Middleware - Named User Plus Perpetual	20
Oracle Identity Manager Connector - Oracle E-Business - Connector Perpetual	1
Oracle Adaptive Access Manager - Employee User Perpetual	13,000
Oracle Identity Manager Connector - Microsoft Active Directory - Connector	
Perpetual	1
SQL*Plus - Named User Multi Server	2
EDI Gateway - Computer	1
Oracle Financials - Application User Perpetual	520
Oracle Financials & Sales Analyzers - Application User Perpetual	30
Oracle Grants - Application User Perpetual	10
Oracle Human Resources - Person Perpetual	25,000
Oracle iProcurement - Purchase Line Perpetual	150,000
iSupplier Portal - Purchase Line Perpetual	150,000
Order Management - Order Line Perpetual	2,750,000
Payroll - Person Perpetual	25,000
Oracle Project Billing - Application User Perpetual	10
Oracle Project Costing - Application User Perpetual	10
Oracle Purchasing - Application User Perpetual	10
Oracle Self-Service Human Resources - Person Perpetual	25,000
Time Management - Person	25,000
Oracle Identity and Access Management Suite Plus - Non Employee User - External	
Perpetual	132,975
Oracle Identity and Access Management Suite Plus - Employee User Perpetual	18,000
Oracle Diagnostics Pack - Processor Perpetual	12
Internet Application Server Java Edition - Processor Perpetual	24
Oracle Tuning Pack - Processor Perpetual	12
Configuration Management Pack - Processor Perpetual	12
Oracle Data Masking and Subsetting Pack - Processor Perpetual	38
Oracle Database Vault - Processor Perpetual	32
Oracle Audit Vault and Database Firewall - Processor Perpetual	32
Oracle Advanced Security - Processor Perpetual	32

Above numbers are approximate quantities. Vendors should allow for variances.

6.23 PGCPS Account String Structure

6.23.1 PGCPS is a non-profit organization that operates only one chart of account.

6.23.2 PGCPS Account String Structure



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Segment	Segment	Length	Type	Description	Description	Comments
Number	Name			Length	Type	
1	Fund	4	Number	240	Alphanumeric	
2	Funding	1	Number	240	Alphanumeric	
	Source					
3	Function	3	Number	240	Alphanumeric	
4	Program	4	Number	240	Alphanumeric	
5	Project	4	Number	240	Alphanumeric	
6	Core	4	Number	240	Alphanumeric	This is Reserved for
	Service/RFU					Future Use. Value
						is mostly 0000
7	Sub-Object	4	Number	240	Alphanumeric	
8	Cost Center	5	Number	240	Alphanumeric	

Sample Account String – 0200.0.202.1511.5622.0000.00111

Fund = 0200

Funding Source = 0

Function = 202

Program=1511

Project = 5622

Core Service = 0000

Sub-Object = 5561

Cost Center = 00111

Concatenated Account Description = SCHOOL OPERATING RESOURCE.DEFAULT.MID-LEVEL ADMINISTRATION.OFFICE OF THE PRINCIPAL.OFFICE OF THE PRINCIPAL.DEFAULT.OFFICE SUPPLIES.VANSVILLE ELEMENTARY

6.24 Data Warehouse

6.24.1 Data Warehouse System

6.24.2 MicroStrategy 2023 (Version 11.3.9)

6.24.3 Oracle Data Integrator - 12C (Version 12.1.3)

7. THIRD PARTY PRODUCTS INTEGRATED WITH ORACLE

7.1 Tax Engine: PGCPS uses Vertex Tax Engine

Version - Vertex Payroll Tax Q Series

The vertex Tax Engine Q Series ensure that payroll tax calculations in Oracle EBS are accurate, up to date and compliant with all jurisdictions. It handles updates seamlessly and on every biweekly payroll and it calculates federal, state and local Payroll taxes.



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PGCPS plans to continue using the Vertex Tax Engine. However, PGCPS is open to other low-cost alternatives that is also fully integrated with the new ERP SaaS Cloud Solution that is being proposed.

8. THIRD PARTY INTERFACE WITH ORACLE

8.1 Financials Interfaces

Interface	Description	Details
PCard	PCard Transactions from JP Morgan Chase	Bank places the file with Pcard transactions daily. PGCPS process load the transactions into Oracle custom tables
AP Forensics/NXG	Invoice Validation Process	Report sends invoice data from AP to the NXG financial analytics tool
Foodcare	Invoices for Daycare food providers	
School Funds Online	School Expenses for 1099	SFO report with expenses loaded into AP invoice interface table
School Funds Online	Vendor information	PGCPS provide SFO with daily updated vendors information
School Funds Online	Monthly Journal file	SFO provides the monthly expenses report, and PGCPS loads the data into custom table for processing
AP Payments	Payment files to Truist	PGCPS provides files with payments to the Bank - each payment batch
SUA – Single Use Accounts	SUA payments to JPMorgan Chase	PGCPS provides the files with SUA payments to the bank - daily or weekly.
SUA – Single Use Accounts	Reconciliation files from JPMorgan Chase	PGCPS receives the file with cleared transactions by vendors from the bank and loads it into GL reconciliation interface tables to reconcile the SUA payments.
Pepco Interface	Utility Invoices	PGCPS Receive Electronic bills/invoices from Pepco to process in AP for payment.
Oracle Supplier Network	Invoices	Vendors XML the invoices data and Oracle automatically load them into AP invoice interface tables.
Print shop	Printshop Charges for WebCRD	Web CRD provides the files with completed Printshop orders and PGCPS loads the data into GL interface tables to charge the departments.
Postage	Charges for Postage	Postage tool delivers the report with postage charges, and PGCPS loads the



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		data into GL interface tables to charge the departments.
Color Print	Charges for color Print and Copies	Tool for managing Color Prints delivers the report with color print, and PGCPS loads the data into GL interface tables to charge the departments.

8.2 HRMS/Payroll/Benefits Interfaces

Interface Name	Interface Description
Neopost	Using this third-party tool to process the Payroll CheckWriter file to print the address barcode on the checks
PGCEA Inbound	Will get the file and process the file to load the union dues element. We have around 4 interfaces for different PGCEA file processing
PGCEA Inbound	will send the PGCEA deduction information
eDoctrina – employee evaluation tool.	Creates employee's information from Oracle and transfer the file to eDoctrina.
BenefitFocus - Inbound and Outbound	One Inbound interface Will get the file from BenefitFocus and process the file to create element entries. 2 Outbound interfaces. One will send the employee demographic information and another one will send the payroll deductions
Frontline Recruiting	Inbound and Outbound interfaces.
AESOP	Inbound and Outbound interfaces.
Sedgwick	Outbound and inbound interface. PGCPS send demographics and they send us back the claims.
TSA 403, TSA 457 retirement plans	Outbound interface.
MSDE - Maryland State Department of Education	Outbound interface.
CRDC – Civil Rights	
Data Collection	Outbound interface.
IDM	Sends the information to the Identity Management system. Views are customized
Synergy	Outbound interface.



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9. DETAILED SCOPE OF WORK

Critical Note: This is an Oracle on-premises E-business Suites migration and implementation to brand-new ERP SaaS Cloud Solution initiative/project. In other words, no work has been done for/or towards this ERP Modernization Project at the time of the RFP. This gives the selected implementation partner a clean slate for a comprehensive brick-by-brick implementation. PGCPS has been on-premises Oracle EBS for 22 years. This is not a project rescue or restart. It is a first attempt to go to a new ERP SaaS Cloud Solution with zero tolerance or room for failure.

The successful partner/implementer is required to conduct a seamless brick-by-brick implementation of all the three (3) core pillars of the new ERP SaaS Cloud Solution inclusive of:

- Human Capital Management (HCM)/Payroll
- Financials/Enterprise Resource Planning (ERP)
- Budgeting and Forecasting/Enterprise Performance Management (EPM)

New Modules: The district is looking for seamless brick-by-brick implementations of all the core modules within all three (3) core pillars listed above as well as integrating them seamlessly together with the new modules as referenced below. The modules below are considered new because the district does not currently have them implemented and/or fully integrated into the on-premises Oracle EBS. However, the full implementation of these modules and all other critical modules in the new ERP SaaS Cloud Solution being proposed is a must for this project.

- Contracts Module
- Projects Module
- Grants Module

Rightsizing Licenses and Modules – Offeror must confirm modules and license needs after the rigorous Discovery sessions with all PGCPS departments and subject matter experts. As a cost savings measure and waste mitigation strategy, PGCPS expects vendor to only propose/recommend and only implement modules that are absolutely needed while only using the licenses that are absolutely necessary.

10. SOFTWARE CONTRACT

PGCPS will consider purchasing the ERP software subscriptions through the implementation vendor. However, PGCPS reserves the unequivocal right to purchase subscriptions as a stand-alone purchase from a different vendor via a cooperative agreement or directly from the software provider before or after implementer's contract award.

Note: As of the time of this RFP, PGCPS has not completely defined the scope of the new ERP SaaS Cloud Solution Subscriptions.



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11. PERIOD OF PERFORMANCE, PGCPS-PREFERRED TIMELINE AND THE PROJECT PLAN

11.1 Period of Performance

The initial contract period will begin approximately April 2026. The agreement will have an initial duration of three (3) years from the date of commencement.

DESIRED TIMELINE - New ERP SaaS Cloud Solution will go live on the dates below:

- Phase 1 Start Implementation of HCM/Payroll in April 2026 and Go Live March 30, 2027.
- Phase 2 Start Implementation of ERP Finance in April 2026 and Go Live June 30, 2027. (Actual Go live JULY 1, 2027, which is the beginning of our new Fiscal year)
- Phase 3 Start Implementation of EPM Budgeting and forecasting in April 2027 and Go Live - February 20, 2028.

Note: The above proposed forecasted dates and sequences of phases are all PGCPS suggestions. PGCPS will be relying on the selected implementer's expert advice, feedback and suggestions regarding this timeline as long as it sets the project up for success and it is the interest of PGCPS. PGCPS will also be looking for clarity and realism of timeline in the Offeror's proposal response.

11.2 The Project Plan

The above dates and forecast are PGCPS' proposed plan and completion date of the implementation. It is imperative that the selected Offeror's project plan be based on the Offeror's prior New ERP SaaS Cloud Solution implementation experiences. Offeror's must propose and recommend the most efficient and optimized forecast dates and project plans that align with industry's best practices and are the best fit for a district similar to PGCPS whose yearly fiscal year end is always JUNE 30th. In other words, PGCPS fiscal year is July 1st to June 30th of the following year. For example, the current fiscal year at the time of this RFP is July 1, 2025, to June 30, 2026, with the upcoming fiscal year being July 1, 2026 to June 30, 2027.

PGCPS will review the Offeror's proposed project plan and forecast before making a decision. Project plan and methodology must be detailed to include dates, milestones, and deliverables. Project plan must include major milestones, key deliverables across all modules indicating critical path and dependencies.

12. ELIGIBILITY AND QUALIFICATIONS

PGCPS will only accept, review, and evaluate proposals from authorized/certified implementation firms that desire to offer the required implementation services who meet the following eligibility and qualifications requirements as follows:

12.1 Documented evidence of Offeror's authorization/certification as a reseller and/or implementer for the specific ERP system proposed confirming the vendor's qualification.



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12.2 Documented evidence of the Offeror's experience of a minimum of ten (10) years of experience within the past 15 years delivering and migrating school districts and other government agencies of comparable in size to PGCPS from on-premises ERP to new ERP SaaS Cloud Solution as indicated in the scope of work for similar-sized organizations. Vendors shall provide copies of the fully executed contracts between the vendor and the referenced school district utilized to demonstrate experience.

Evidence of Offeror's proposed team and staff demonstrating a minimum of seven (7) years of successful experience within the past seven (7) years with the New ERP SaaS Cloud Solution the vendor is proposing/reselling.

12.3 Offeror have demonstrated evidence of migrating a minimum of two (2) school districts similar in size to PGCPS.

Offeror's who do not meet the above eligibility and qualifications minimum standards may not be evaluated and the vendor's proposal may be rejected.

13. PROJECT VISIBILITY AND WORK MODEL

As with most public entity projects, this is an ultra-high priority initiative for Prince George's County Public Schools that will have the highest visibility possible from all internal executive areas, including the public and our community. So, the Offeror's unwavering commitment, partnership, and guidance are paramount to avoid and mitigate all project impasse, project risks and failures.

As a collaborative effort, the Offeror will take the lead and partner with PGCPS in guiding the consultant project team and PGCPS department-assigned subject matter experts and super users through working sessions and common goal partnership field to deliver this project. It is imperative to note that PGCPS will see the selected Offeror and its numerous module specific resources as the most senior subject matter experts with deepest and greatest knowledge and experiences through all issues, challenges and solutioning tasks and exercises in this ERP modernization project.

Some of the PGCPS users/subject matter experts are on a hybrid onsite/offsite work model. While some activities will be allowed to take place remotely, there is an expectation that the beginning part of the project, such as requirement gathering and discovery sessions, mapping, and strategizing will be done onsite. However, any and all background work that does not require onsite presence is to be accomplished remotely. Therefore, it is the expectation that background/configuration work that does not require significant PGCPS' contribution may be done offsite. PGCPS expects an onsite presence when the project goes live. **No offshore/overseas work is permitted with this project.**

Offerors are expected to make sure they have the tools and the methodology to ascertain effective and productive work for all offsite planned work.

14. PGCPS RESOURCES/COMMITMENTS

PGCPS has the visible full executive backing of the stakeholders and leadership to go forward with this initiative. As this is a strategic initiative for the organizations' future, our stakeholders



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and steering committee include PGCPS topmost decision-making Chief(s) that are ultimately invested in the successful implementation and go live of this new ERP SaaS Cloud Solution.

PGCPS provides its own ERP IT Project Manager to lead the efforts from the PGCPS side/perspective. This PGCPS Project Lead will help the selected Offeror navigate all the PGCPS internal requests, scheduling, challenges, meetings, and operations that are needed for the project from PGCPS. The ERP Project Manager is not only a long-term IT team member, but also has great working relationships with Directors, Managements, Supervisors, and Super Users. The ERP Project Manager will be the selected vendors' main point of contact and liaison who will help lead the selected vendor in communication and high-level collaborations with the PGCPS Cloud Project Team once the project is underway.

The expectation is for the PGCPS IT PM to work closely with the selected Vendor's PM in the project. Other areas PGCPS will help with include:

- Organizing meeting rooms and video conferencing
- Provide workspace for the New ERP SaaS Cloud Solution Migration Team.
- Help the Vendor navigate challenges within PGCPS, if any.
- Work closely with the Vendor's full-time ERP SaaS Project Manager

PGCPS will also provide other experienced PGCPS IT experts, such as IT team leaders, application developers, IT functional experts, and additional subject matter experts, to collaborate with selected Vendors and their teams in navigating different modules, processes and domains etc. The PGCPS subject matter experts understand the processes, policies, and procedures of PGCPS businesses as they relate to the module. It is imperative to note, however, that the experts are also responsible for the daily operations of PGCPS, hence the reason why the Vendor and its module specific resources would lead the charge for the ERP modernization.

It is expected that PGCPS department heads, subject matter experts and super users will take an active role in the implementation of this new ERP SaaS Cloud Solution.

15. VENDOR EXPECTATIONS

PGCPS expects the selected vendor's commitment to do whatever it takes to minimize all project risks, navigate challenges, and ensure the project is delivered on time and within budget. PGCPS is seeking an experienced and strategic business partner who will successfully guide the district in this major endeavor so that we can fully migrate the on-premises e-business suite to the new ERP SaaS Cloud Solution being proposed. PGCPS expects the selected vendor to lead and provide all project management efforts that the project needs to be successful.

PGCPS expects the selected vendor to bring a very experienced project manager that would lead the projects on the vendor's side, as well as bring module-specific experienced experts that would lead the implementation of each module. It is imperative to stress that PGCPS is not only interested in the implementation of modules but is also looking for experts who can show us most efficient and optimized ways to leverage the new ERP SaaS Cloud Solution system to do our business. In other words, the selected vendor is expected to first understand the process and how we currently accomplish the mission-critical tasks and then show us the very best way to accomplish the same task in the new ERP SaaS Cloud Solution being proposed.



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PGCPS realizes this is a huge ERP Modernization project and expects the selected vendor to plan accordingly. With an emphasis on best practices and drawing on the selected Vendor's prior ERP SaaS Cloud Solution implementation experiences, the selected Vendor is also expected to bring on several experienced staff/team members, including, but not limited to:

15.1 Vendor System/Environment Expectations

- **15.1.1** PGCPS expects the selected vendor to have its own demo environment with the latest and greatest new ERP SaaS Cloud Solution modules configured, and can be used for demonstrations, analysis, samples/examples, and proof of concepts to our users during the discovery sessions.
- **15.1.2** PGCPS expects the selected Vendor to also have other tools that are needed to complete the project.

15.2 New ERP SaaS Cloud Solution License Expectations

New ERP SaaS Cloud Solution License Needs Staggering. As a cost-saving measure, PGCPS expects the selected Vendor to use the software license optimally and leverage staggering method for the new ERP SaaS Cloud Solution licenses. PGCPS understands that not all software licenses will be needed at the beginning of the project. The selected vendor can then increase the licenses throughout the course of the project as needed.

15.3 Project Staff List - Vendor Staff/Team Makeup Expectations

All staff anticipated to work on this project is expected to have undergone a rigorous and thorough background check to ensure staff confidentiality and integrity. Staff that work onsite will be required to adhere to Fingerprinting and Background Check requirements. Vendors must ensure all employees are legally authorized to work on this project.

As a cost saving measure, PGCPS expects the selected vendor to optimally use the resource "ramp-up" and "ramp-down" concept, aka "resource leveling," for the implementation staffing needs. PGCPS understands that not all the staff will be needed full-time or all at once throughout the course of the project. PGCPS is expecting the selected Vendor to use best practices and experience to staff the project accordingly. PGCPS is expecting the vendor to produce the very best and most knowledgeable and experienced expert to lead each module e.g. Advanced Payroll, Human Resources Management System, etc.

15.3.1 Vendor Project Lead

ERP SaaS Cloud Solution Program/Project Manager -- The selected vendor is expected to have an extremely experienced full-time ERP SaaS Cloud Solution project/Program Manager to own and lead all the tasks of the project on behalf of the Vendor and, more importantly, work directly with the PGCPS ERP Project Manager. This seasoned and experienced ERP SaaS Cloud Solution Project/Program Manager's key tasks will be to manage all the selected vendor's resources/staff, nurture the project plan, risk register, prepare and present weekly, monthly, and quarterly status reports. The Program/Project Manager must be a



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seasoned presenter who can address the PGCPS board, Executives, stakeholders, chiefs and directors, if need be. The ERP SaaS Cloud Solution Project/Program managers must also be an exemplary team player.

15.3.2 Web Master and Communication Leads

Communications Specialist and Webmaster -- The selected Vendor is expected to help set up this project's main webpage. PGCPS expects a unique, intuitive project webpage that shows the project's status and milestones, e.g., Project – RoadMap/forecast, and Project Status by Modules.

As this is a very visible public project, PGCPS expects the vendor to have a seasoned and experienced communication/web master that can design a very informative ERP Modernization Project Webpage for proper information dissemination to the users, vendors and community. The webmaster will work with PGCPS webmaster in integrating the webpage into the technology section of the main PGCPS webpage.

15.3.3 Technical and Functional Experts

It is imperative to note that PGCPS expects the vendor to bring on board staff/Full-time Employees (FTEs) inclusive of the Project Manager, Functional, and Technical Consultant Analysts, etc. who have exhibited exemplary deep understanding of the modules they represent in the new ERP SaaS Cloud Solution being proposed. The ideal consulting team will be at least 75% direct employees of the vendors and not consultants for the vendor. These employees must also exhibit a deep understanding and experience with migrations from on-premises Oracle business suites to new ERP SaaS Cloud Solution being proposed.

Key personnel and subcontractors submitted by the Vendor in its Proposal and thereafter accepted by PGCPS are considered essential to the Vendor's qualifications. The Vendor may not replace, substitute or augment any key personnel or subcontractor without prior written approval of PGCPS. A request to replace or substitute any key personnel or subcontractor for any reason, shall be provided to the PGCPS Project Officer at least fifteen (15) calendar days in advance of such proposed replacement or substitution. The request shall contain sufficient justification in detail, including identification of the proposed replacement or substitute and their qualifications, to permit evaluation by PGCPS.

Additionally, the Vendor shall not remove or replace the approved Project Manager without written approval of PGCPS. In cases of the approved Project Manager's prolonged illness or other extended leave of absence, the Vendor shall provide an interim Project Manager whose continued work on the project shall be subject to approval by PGCPS.

In the event of the Project Manager's resignation or termination from Vendor's employment, the Vendor shall replace the Project Manager with an individual with similar qualifications and experience and only with PGCPS prior written approval.



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PGCPS has the right of reasonable rejection and approval of staff or subcontractors assigned to the Work by the Contractor. If PGCPS reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to PGCPS in a timely manner and at no additional cost to PGCPS. The day-to-day supervision and control of the Vendor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Vendor.

PGCPS reserves the unilateral right to request the Vendor to replace any member of the staff assigned by the Vendor to complete this project if the staff member impedes the project in any way.

PGCPS expects the selected vendor to present a list of all their team members along with their current resumes to be deployed to PGCPS for the project. PGCPS reserves the right to approve, deny or request for change any or all proposed team members without need for explanation.

1. The selected Vendor must have a comprehensive migration team with dedicated staff for all modules

Name all of the experienced subject matter experts that would represent each module.

- a. Pillar 1 HCM/Payroll
 - List all the modules in this pillar and the corresponding assigned expert(s), functional and/or technical, with their current resume, years of experience, who would be assigned to lead each module as well as list back up resource that would assist the lead on the module.
 - i. Name and resume of the module expert lead, their detailed experience, and their function on this project.
 - ii. Name and resume of assistance/backup Module expert lead, their detailed experience, and their function on this project.

b. Pillar 2 - ERP/Financials

List all the modules in this pillar and the corresponding assigned expert(s), functional and/or technical, with their current resume, years of experience, who would be assigned to lead each module as well as list back up resource that would assist the lead on the module.

- i. Name and resume of the module expert lead, their detailed experience, and their function on this project.
- ii. Name and resume of assistance/backup Module expert lead, their detailed experience, and their function on this project.

c. Pillar 3 - EPM/Budget and Forecasting

List all the modules in this pillar and the corresponding assigned expert(s), functional and/or technical, with their current resume, years of experience, who would be assigned to lead each module as well as list back up resource that would assist the lead on the module.

i. Name and resume of the module expert lead, their detailed experience, and their function on this project.



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ii. Name and resume of assistance/backup module expert lead, their detailed experience, and their function on this project.

2. Training

Name the Subject matter expert(s) that would lead training.

- a. Name and resume of the Training expert, their detailed experience, and their function on this project.
- b. Name and resume of assistant Training expert lead, their detailed experience, and their function on this project.

3. Operations Jobs Schedulers

Name the Operation/Job Schedulers. The subject matter expert would lead operations/jobs and task scheduling. The tasks are required operations and jobs that run after payroll and send files to appropriate vendors and agencies. Other critical jobs include physical check printing, bank files, benefits files, and other reports. Other critical jobs include monthly and month-end, quarterly, biannually, annually and year end processes, jobs, reports, and other compliance exercises.

4. Backend Database Administrator (DBA) and Architecture Specialist

Name the Backend subject matter expert(s) who will work with PGCPS DBAs, Server, Unix and/or fusion middleware Administrators and other Enterprise System experts to understand the on-premises architecture and come up with the cloud migration strategy that would be needed for this project. Vendors are expected to suggest DBA and/or architecture expert based on the Vendor's prior experience and industry's best practices.

5. Master Data Conversion Expert/Data Migration Strategist

Name the Data Conversion experts who would be assigned to lead and guide all data conversion from on premise EBS to new ERP SaaS Cloud Solution and years of experience.

- a. Name and resume of the Master Data Conversion expert, their detailed experience, and their function on this project.
- b. Name and resume of the Assistant Master Data Conversion expert lead, their detailed experience, and their function on this project.

6. Other Areas

Name other key areas experts, if needed, such as subject matter experts, functional or technical resources, back end architecture that are not listed but are critical and required based on the vendor's prior new ERP SaaS Cloud Solution implementation experience.

Note: The above project staff list are suggestions that PGCPS will be looking for in the vendor responses. The PGCPS project team is open to all superior suggestions and feedback regarding the project staff make up as long as it sets the project up for success and it is the interest of PGCPS.



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PGCPS reserves the right to request an interview with any of the resources on the project staff list before the contract award. For instance, PGCPS project team may decide to interview the SaaS Cloud Program/Project manager as well as interview the Lead Payroll Functional expert.

16. PROPOSED PROJECT PHASES AND EXPECTATIONS

To manage the complexities of this huge ERP modernization project, in addition to adhering to and choosing the industry's best practices, standards and framework (i.e Software Development Life Cycle (SDLC)) for proper migration to the cloud, PGCPS also have the following expectations:

16.1 Discovery Phase (Discovery Sessions/Business Process Assessment)

PGCPS understands that the success of this momentous project lies in the vendor's full understanding, and comprehensive evaluation of our current business processes, procedures and their impacts. With emphasis on best practices and drawing on the vendor's' prior new ERP SaaS Cloud Solution implementation experiences, PGCPS expects the selected vendor to spend a lot of time in the discovery phase to interview, discuss, observe, evaluate and document all our current business processes, and meet every PGCPS module's expert and their team to fully familiarize themselves with the environment and the business processes and procedures in each module. The selected vendor would be expected to fully document, with great details, the discovery and findings, processes, procedures, integrations, business impact, dependencies etc., and review the detailed document with the PGCPS module experts. PGCPS expects the selected vendor to provide detailed reports of expected challenges the implementation may present and analyze and recommend strategies and methodologies available to creatively and effectively implement the module and avoid challenges and risks.

PGCPS expects the selected vendor to be knowledgeable of how to creatively evaluate all current processes with a keen eye on taking advantage of all business process reengineering opportunities that would not compromise any PGCPS mission critical needs, goals and objectives, but will significantly improve it.

PGCPS expects the selected vendor to be able to evaluate all processes, Reports Interfaces Conversions and Enhancements/Extensions (RICE) components, and objects no matter how big or small (Reports, procedures, interfaces (inbound and outbound), workflows, programs, program sets, schedules, jobs etc.), then ask:

- o Is it legislative requirement?
- o Is it an internal or external audit requirement?
- o Is it a legal or compliance requirement?
- o Is it aligned with business-critical/mission and function?
- o Does this process add to value or improve services
- o Is the process redundant, duplicated or already handled elsewhere in the ERP?
- o How can the process be automated, electronic and paperless?
- How can this process be significantly optimized or re-engineered in the latest and greatest new ERP SaaS Cloud solution that is being proposed.



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16.2 Functional Requirements Spreadsheet

In addition to a detailed Discovery finding document, for each module, the selected vendor is expected to provide a detailed Excel spreadsheet of all the functional requirements, processes and procedure discussed with PGCPS departmental subject matter experts and their team with granular details of all processes (system, program, process, module, etc.), sub-processes, and interface, reports etc. Spreadsheet documents should include the requirements and the implementation response, etc. The document should also include answers to these elements ranging from, to mention a few, current processes analyzed (Y/N), Requirement Met and Proposed, Requirement Not Met with Proposal, Type of solution, Solutions Meets Requirement, Good to go for cloud (Yes) etc.

PGCPS expects the selected vendor to use industry's standards spreadsheet, as well as the latest and greatest tools and techniques throughout this phase.

PGCPS' Vision of this Phase includes, but not limited to:

- 16.2.1 Rigorously evaluate the current state of the system through comprehensive review of current system, processes and procedures.
- 16.2.2 In each module, produce a detailed critical gap document, categorizing them in levels of risk and provide recommendations. With emphasis on user pain points, identify operational system gaps and match them to opportunities for improvements, automation, process re-engineering and more importantly, operational efficiency and cost and time savings.
- 16.2.3 Deliver Comprehensive insights and recommendations report in form of detailed roadmap with specific guide for the overall project.
- 16.2.4 Gather and document use cases and functional business requirements of each module.
- 16.2.5 In each module, produce a detailed comparison document showing current business requirements, processes and procedures, and what the processes' future looks like in the New ERP SaaS Cloud Solution being proposed.
- 16.2.6 For each module, provide a detailed reporting needs, showing what report is needed, what tool that report is in right now, and then where this report would be set up and available for running in the new ERP SaaS Cloud Solution being proposed.
- 16.2.7 Identify Key performance indicators to present on each module's landing pages to evaluate performance for each module's activities and operations.
- 16.2.8 Identify key Integrations, data, reports and more importantly, key process deadlines and evaluates for efficiency automation and scheduling.

PGCPS expects vendors to provide in detail their estimated time to do an ultracomprehensive Discovery Phase for all modules.

Across all modules, as part of the discovery session, PGCPS expects vendors to prioritize, document, with key details, highlight and categorize all hourly, daily, weekly, bi-weekly, monthly and yearly business programs, processes and procedures as well as their expected results, outputs or reports. PGCPS expect vendors to then tie each process and its output to what's considered a "Process Completion" which may include,



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after successful running of said process, sending files/reports/output to proper recipient e.g. banks, agency, state department etc., monitoring the sending process, and finally getting confirmation or acknowledgement that the file was received okay. Vendors are to fully document these processes across all modules with emphasis on the dependencies and impacts, its results, what's considered success, as well as what is at stake should the process fail.

Vendors are strongly advised to provide a one page understanding and acknowledgement of the requirements of this comprehensive discovery session.

16.3 Current State vs Future State Analysis/Fit-Gap Analysis/Report

Immediately after the Discovery Sessions – Vendor is expected to produce a compilation and summary of critical game changing pain-points, gaps and quantifiable improvements in procedures, process, time, money, resource usage across all pillars and modules. This is a report that would be shared with PGCPS' topmost executives to ensure transparency, direction and return of investment (ROI). This high-level summary comprehensive, authoritative and definitive document of the findings and report from the rigorous discovery session will help solidify multi-year support for the new ERP SaaS Cloud Solution initiative. This document will need to be included in the next main status report for the PGCPS topmost executives following the completion of the discovery sessions.

16.4 Planning and Analysis Phase

After the Discovery Phase, with emphasis on best practices and drawing on the vendor's prior ERP SaaS Cloud Solution implementation experiences, the selected vendor is expected to plan how the project will be executed, project plans, milestones, dependencies, etc. PGCPS expects the vendor to spend enough time in this phase to make sure all risks and challenges are considered and planned for to avoid project issues. PGCPS expects the selected vendor to use the latest and greatest industry's standards project planning tools and systems. as well as the project planning tools

PGCPS expects the vendor to provide in detail their estimated time to do a comprehensive Planning and Analysis Phase for all modules.

16.5. Design Phase

After the approved Planning and Analysis Phase, with emphasis on best practices and drawing on the vendor's prior ERP SaaS Cloud Solution implementation experiences, the vendor is expected to systematically and strategically move into the Design Phase.

Training

If applicable, with emphasis on best practices and drawing on the vendor's prior ERP SaaS Cloud Solution implementation experience, PGCPS expects the vendor to conduct any needed Training at this stage of the project. If training is required at this stage, the vendor may leverage virtual training.

PGCPS expects the vendor to use industry's standards as well as the latest and greatest tools and techniques throughout this phase. PGCPS expects vendors to provide in detail their estimated time to do a comprehensive Design Phase for all modules.



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16.6 Configuration and Development Phase

After the approved Design Phase, with emphasis on best practices and drawing on the vendor's prior ERP SaaS Cloud solution implementation experiences, the vendor is expected to systematically and strategically move into the Configuration and Development Phase.

Training

If applicable, with emphasis on best practices and drawing on the vendor's prior ERP SaaS Cloud solution implementation experience, PGCPS expects the vendor to conduct any needed Training at this stage of the project. If training is required at this stage, the vendor may leverage virtual training.

PGCPS expects the vendor to use industry's standards as well as the latest and greatest tools and techniques throughout this phase. PGCPS expects vendors to provide in detail their estimated time to do a comprehensive Design Phase for all modules.

16.7 Testing Phase

After the approved Configuration and Development Phase, with emphasis on best practices and drawing on the vendor's prior new ERP SaaS Cloud Solution implementation experiences, the vendor is expected to systematically and strategically move into the testing phases. PGCPS expects rigorous regression testing to weed out all unknowns.

The selected vendor will be expected to develop and use industry's standard test plans and test scripts that are specific to PGCPS business processes. PGCPS expects rigorous testing that encompasses detailed system testing, configuration testing, unit testing, regression testing, integration testing, parallel testing (payroll), quality testing and the final user acceptance testing.

In-person Training

With emphasis on best practices and drawing on the selected vendor's prior ERP SaaS Cloud Solution implementation experiences, PGCPS expects the selected vendor to conduct any needed Training at this stage of the project.

PGCPS expects the vendor to use the industry's standards and the latest and greatest tools and techniques throughout this phase. PGCPS expects vendors to provide in detail their estimated time to do a comprehensive Testing Phase for all modules.

16.8 Training Phase

After the approved Testing phase, with emphasis on best practices and drawing on the selected vendor's prior ERP SaaS Cloud Solution implementation experiences, the selected vendor is expected to systematically and strategically move into the Training phases.

In person Training



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The selected vendor is expected to conduct training for all the users, super users and subject matter experts.

PGCPS expects the vendor to use the industry's standards as well as the latest and greatest tools and techniques throughout this phase. PGCPS expects vendors to provide in detail their estimated time to do a training Phase for all modules. Note: PGCPS uses the "train the trainer" methodologies.

16.9 Deployment and Go Live Phase

With emphasis on best practices and drawing on the selected vendor's prior ERP SaaS Cloud Solution implementation experiences, PGCPS expects the selected vendor to provide ultra-Hypercare support for this milestone to ensure PGCPS Go Live to the new ERP SaaS Cloud Solution is a success.

PGCPS expects the selected vendor to use the industry standards as well as the latest and greatest tools and techniques throughout this phase.

PGCPS expects vendors to provide in detail their estimated time to complete the Deployment and Go Live Phase for all modules.

16.10 Ultra-Hypercare Support

This is a post Go Live support that is distinctively beyond standard regular hypercare support. PGCPS expects the vendor to provide one (1) year Post Go-Live Ultra-Hypercare implementation and migration to the cloud support. During this period, the successful vendor shall own all new ERP SaaS Cloud Solution migration issues, incident responses, customization, defects, and enhancement that have been migrated to the cloud. As PGCPS will still be getting used to the new systems, and referencing the old system. Vendors' dedicated core support team will fully absorb all post go live support workload no matter how big or small or tiny they are. The core support team will also work PGCPS Business Application staff and Departmental Subject Matter Experts will collaborate with the support team for knowledge transfer, authenticating, and verifying processes and procedure results. This is real-time ultra Hypercare Support with vendor's module specific representative(s) fielding, triaging, escalating, working with the new ERP SaaS Cloud solution support group in resolving the Post Go Live issue as promptly as possible. The vendor support team will work on resolving migration to cloud-related issues and provide support to users as they begin to work with the new ERP SaaS Cloud solution. PGCPS expects the vendor to have an industry's standard tool to track, monitor and manage issues.

17. CRITICAL REQUIREMENTS FOR IMPLEMENTATION AND CONSULTING SERVICES

PGCPS is looking for the very best fit Implementer/partner with the appropriate experience and expertise. Vendors must answer all the questions in this section thoroughly, and with great details.

17.1 Submit five pages of detailed, in-depth, and verifiable new ERP SaaS Cloud solution case study and project experience narrative to include current:

- a. Project Scope and Objectives
- b. Challenges encountered, including Customization and interfaces challenges.



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- Provide details of what went wrong.
- Solution Implemented to address the challenges
- c. The vendor must provide details of the previous client's company name, point of contact and other contact information
- d. The outcome and measurable result of the project.
 - Metrics and tools used to measure progress and critical success factors.
 - Metrics and tools used to measure critical risk factors
- e. How did the team handle or minimize project scope creep?
 - What is the change management methodology used?
- f. Provide a few detailed lists of key lessons learned from most recent projects comparable in scope and complexity to the project in this RFP. Provide specific challenges encountered, mitigation strategies employed, and resulting improvement based on the experience.
- 17.2 Submit a detailed, in-depth and proven project cost savings strategies document i.e Vendor-Client Cost-savings initiatives and measures document. In the reality of current budget cuts, loss of grants and other funding limitations, PGCPS is looking for a conservative, cost and time conscious implementation partner who would help enforce the efficiency, cost savings and success of this project, without undermining the utmost quality of products and services. The vendor is tasked to provide detailed insights on potential project cost-saving measures. Vendors are to provide details and proven strategies to help PGCPS optimize the new ERP SaaS Cloud solution project budget while maintaining the highest quality and scope of the deliverables. Provide key indicators of how these strategies have worked in the past. Provide verifiable and documented examples of cost saving to the client similar to PGCPS in terms cost, time, labor and material. Include detail contact information of client who can verify this information.
- 17.3 Submit a detailed, in-depth, and verifiable Cost and Return of Investment narrative A multiple page analysis of how the proposed new ERP SaaS Cloud solution is going to cut costs and time for the districts compared to our current on premises system. Vendor is expected to provide a five to ten years Detailed Cost and Return of Investment infographic with practical, reasonable assumptions. This presentation document must be of high quality with great detailed to aid decision making process.

17.4 Standalone Questions/Requirements

- 17.4.1 A detailed mobilization plan is fundamental to a major project. The vendor should provide a detailed, chronological mobilization plan that has been tried and tested to successfully begin and support the execution of this project.
- 17.4.2 Detail Implementation Strategy and Approach This section and requirement to include everything below and much more:
 - 1. Detail Project Plan and Timeline
 - 2. Detail project plan, milestones, implementation risks and activities
 - 3. Project deliverables
 - 4. Change management Plan
 - 5. Risk Management Plan
 - 6. Quality assurance measures and
 - 7. Knowledge Transfer and training.
 - 8. Other activities not mentioned



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- 17.4.3 What is your firms' experience using ERP SaaS Cloud solution Functional Setup Manager to ensure proper brick-by-brick migration of on-premises Oracle EBS to the new ERP SaaS Clous solution being proposed?
- 17.4.4 What is your firms' experience with the new ERP SaaS Cloud solution guided learning?
- 17.4.5 Discuss a few experiences of your firm's Al capabilities for the new ERP SaaS cloud solution being proposed.
- 17.4.6 What is your firm's experience using ERP SaaS cloud solution Success Navigator?
- 17.4.7 Explain your organization's capacity, staffing levels and skills.
- 17.4.8 What is the organization's experience in helping their clients maintain a dedicated, dynamic and colorful project webpage for a large ERP modernization project, implementing a new ERP SaaS Cloud solution. How did the website help with communication and information dissemination to clients' leadership, users, vendors and community.
 - 1. Explain the vendor's role with the design, roll out and management of the webpage.
 - 2. Explain how the vendor worked with the client's web and communication team.
 - 3. Provide samples of the websites.
 - 4. Was the webpage static or dynamic?
 - a. Who was in charge of real time project update for the project webpage?
- 17.4.9 Explain the vendor's experience with communicating with the client's project team, leaders and board members.
- 17.4.10 Explain the strategies your organizations implemented for projects of this size to avoid project failure that would result in rescue/restart. What are your company's strategies to prevent reimplementation? Provide key indicators of how these strategies have worked in the past.
- 17.4.11 Provide a list of vendor's current or recent clients comparable to PGCPS with details of the comparable project and length.
 - 1. Provide length of project (verifiable start and finish dates)
 - 2. How many resources (FTEs) were deployed at the start, and throughout the project. How many FTE handled the hypercare post go live support?
- 17.4.12 It is common to come across requirements that may affect the project plan and/or may result in scope changes. What is the vendor's change order management process?
- 17.4.13 How did your firm and team handle complex customizations that had no solutions in the ERP SaaS Cloud solution being proposed? Give verifiable examples with client company name and full contact information.
- 17.4.14 How did your firm handle convincing rigid users to accept the business process reengineering that is needed in the processes to align with industry's best practices so we can use the proposed ERP SaaS Cloud solution as it should be used?
- 17.4.15 Was the ERP SaaS Cloud solution project delivered on time and on budget? If not, explain why?
 - 1. When was the project initially planned to start and go live?
 - 2. When did the project go live?
 - 3. If the project did not go live on the initially planned go live date, explain why?



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- 4. Was the project delivered on budget? If not, explain why.
- 17.4.16 PGCPS expects the vendor to have many iterations and conduct many regressions testing. Describe vendor's strategies and methodologies for regression testing. How many rounds of testing?
 - 1. Do you have an automated testing script development/generation tool?
 - 2. Do you have general automated testing?
- 17.4.17 PGCPS expects the vendor to have comprehensive training for all new ERP SaaS Cloud solution users district wide.
 - Do you handle district-wide training for all ERP SaaS Cloud Solution users/district employees e.g. Training of districtwide uses on how to us the new self-service, leave submission, time and labor, iexpense, and new Al capabilities in the proposed ERP SaaS Cloud solution etc.
 - 2. How do you handle module specific training for Super Users and departmental subject matter experts.
 - 3. What training methodology, tools and technique will be used.
- 17.4.18 Is your firm still providing any support for any prior or current clients? If so, what kind of support? Ultra Hypercare support, Hypercare support or Managed Services? Please provide details.
- 17.4.19 A project of this size needs a rigorous quality assurance framework in place. What is the vendor's quality assurance framework that would be used?
- 17.4.20 What is the vendor's process re-engineering methodology and strategy?
 - Some processes may need to change within the department to align with the intended use of ERP SaaS Cloud solution, what are the strategies the vendor has in place to help the department see value and more efficiency in the new process.
- 17.4.21 Explain the data conversion strategy that the vendor uses.
 - 1. Provide verifiable challenges and lessons learned.
- 17.4.22 Explain vendor's experience in moving 5 years of historical data to the cloud.
 - 1. What tools and techniques were used?
 - 2. Provide verifiable challenges and lessons learned.
- 17.4.23 PGCPS realizes this would be a steep learning curve for the users. Vendors are to explain their strategies mitigate this steep learning curve as much as possible.
- 17.4.24 Explain your firm's ability to quantify employees' readiness for a new system after training. What signs, performance indicators. And if they don't exist, how does your firm rectify this situation to get the desired indicator that the employees are fully trained and ready for the new system.

18. KEY MANDATORY CRITICAL REQUIREMENTS AREAS

Vendors are required to provide at least one (1) paragraph expressing their knowledge and understanding of each highlighted key critical requirement below:

18.1 Theme/UX (Look and Feel) – PGCPS is expecting and looking forward to the adoption of the most popular modern looking theme in the new ERP SaaS Cloud solution being proposed. The theme must be cohesive and aesthetically modern interface across all modules.



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- **18.2 Guided workflows, Guided employee experience enhancers, Journey –** PGCPS is expecting to implement automated guided workflow to assist employee's navigation and information searches/needs and improve their experiences. What is vendor's experience in introducing and training users in the use of a new Guided workflow.
- 18.3 Generative AI Capabilities PGCPS is excited about the transformative change this ERP Modernization can bring to its operations. Hence, PGCPS is open and determined to leverage all the AI Capabilities including all available AI Agents (Ledger AI agent, Document IO AI Agent, AI features in financial planning and analysis and all other AI predictive models, GenAI) in all modules of the ERP SaaS Cloud Solution being proposed. The selected vendor is expected to be knowledgeable about all the ways that AI can help improve processes. For instance, PGCPS is aware of the AI capabilities of automating AP invoices processing, starting from Vendor sending invoices to a general Account Payables (AP) email inbox. In this case, the selected vendor is expected to have a subject matter expert who not only understands AP processes but also understands the AI Capabilities in the new ERP SaaS Cloud Solution being proposed. All the vendor's resources/staff must have knowledge of the AI capabilities available in the module they represent in the new ERP SaaS Cloud solution being proposed. The focus here would be to automate as many complex and manual tasks as possible with this ERP modernization.
- 18.4 Prioritizing all hourly, daily, weekly, bi-weekly, monthly and yearly business process- PGCPS expect key attention to details on all business-critical hourly, daily, weekly, monthly and yearly business process. Vendor are to fully document these processes across all modules with emphasis on the dependencies and impacts should the process fail.
- 18.5 Emphasis on Best Practices and Process Reengineering PGCPS is interested in exploring all avenues where business processes can be improved significantly. Should some processes need to be restructured or re-engineered, PGCPS is open to exploring all avenues within reason, provided the goal and object of the process are archived, and the process is optimized efficiently.
- 18.6 Communications and Information Dissemination PGCPS prides itself on transparency and information sharing with the PGCPS Oracle EBS users. Due to the size of this project, PGCPS expects the selected vendor to have a webmaster and communication specialist who would work with the PGCPS Web and communications team to help set up, update, and continuously monitor a dedicated, dynamic and colorful ERP Modernization webpage for this project. The webmaster will maintain the roadmap website, which would be the main page where users across the district would go to get information about the status of the project, each pillar's milestone, and then granular status details about modules in each pillar. The web page will be updated with real-time information about the project with what to expect and current statuses.
- 18.7 Documentation PGCPS expects to have a process documentation depository by modules and functions. In other words, with emphasis on industry's best practices, the selected vendor must document the agreed-upon and most optimized processes and procedures for all functions in all modules. For instance, in Accounts Payable (AP), the selected vendor would need to document, in detail, what the 4-way matching process looks like after PGCPS goes live on the cloud. Another example is the payroll module. The selected vendor would need to document, in detail, with screenshots, what the Biweekly payroll processes would look like when we are in the cloud.
- **18.8** Automated Testing Capabilities PGCPS expects the vendor to carry all the testing workload with the help of some automated testing capability they may have available.



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- PGCPS expects the vendor to have Automated Testing Capabilities that would significantly make this testing process efficient and faster. This would help for the several rounds of testing would need to be done.
- 18.9 Reports PGCPS prides itself on the quality of reports and the benefits these reports provide for all our departmental operations. In addition to the Splash Bi reporting tool that PGCPS uses, with emphasis on best practices, the selected vendor is expected to show PGCPS how to design, run and leverage the best report and analytics functions and capabilities that the new ERP SaaS Cloud Solution offers by default. In other words, what reporting capabilities and tools would be offered in the new ERP SaaS Cloud Solution applications that is being proposed? What system reporting tools?

Note: It is imperative that the selected vendor have exceptional knowledge of the latest and greatest Fusion Data intelligence reporting tool that is available. They should have knowledge of how to design KPI, Dashboards, Springboards, and reports, if available.

- **18.10 Analytics on all module landing pages** To boost overall transparency, one of the significant features that PGCPS is looking forward to is the comprehensive analytics capabilities of the new ERP SaaS Cloud Solution being proposed. PGCPS would like to have comprehensive analytics and graphical snapshots on the landing pages of all the modules. For instance, in Payables (AP), PGCPS is eager to have extensive analytics that shows high-level useful invoice statuses and snapshots, i.e., Invoices paid to date, invoices pending, invoices on hold, invoices scanned by AI OCR function from the email box, etc. all on the landing page. These analytics must be configured for all modules where applicable.
- **18.11 Eliminating all paper-based processes** PGCPS still has significant paper-based processes. PGCPS expects the vendor to note and evaluate all these paper-based processes within all modules and provide a paperless replacement solution
- **18.12 Eliminating all manual processes –** PGCPS expects to remove all manual processes that may be identified during the discovery session. PGCPS expect these processes to be replaced with automated.
- **18.13 Enhance All Workflow Capabilities –** PGCPS expects to have enhance workflow capability across all modules. This would allow any user to see where their task currently is in the process and more importantly with whom it is and or assigned.
- 18.14 Mobile App Capabilities One of the goals of this project is to prioritize configuring all mobile-optimized applications or forms available to users through the new ERP SaaS Cloud Solution mobile app. PGCPS expects complete roll out of all the mobile appenabled functionalities that are available for each module in the New ERP SaaS Cloud Solution to its employees and users. For instance, to mention a few, it is the goal of PGCPS to give all active employees the ability to access the new ERP SaaS Cloud Solution applications through the applicable industry's standard new ERP SaaS Cloud solution mobile app to submit timesheets, timeclock (clock in and out), request leave, submit iexpense report, and approve requisitions, etc.
- **18.15 Data Conversion** PGCPS recognizes that a lot of data conversions will occur during this project. The selected vendor is expected to have the industry's standard tools and techniques and expertise to perform all data conversions. The selected vendor is also expected to recommend, lead, and guide PGCPS regarding the number of data conversion iterations.



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- **18.16 Historical Data** PGCPS plans to migrate at least five (5) years of historical data to the cloud, as this information is crucial for data analysis and reporting. PGCPS expects selected vendors to be experienced with moving historical data to the cloud.
- 18.17 Customizations PGCPS has significant customizations in place, most of which are critical to the business operations. Some are even more business-critical in that they can halt the migration to the cloud of an entire module if not fully replicated or designed, tested, signed off, and migrated to the new ERP SaaS Cloud Solution. The selected vendor would be expected to understand why we have these business-critical customizations in place, its goals and objectives, and then, with emphasis on best practices, see how/demonstrate how they can be achieved with seeded out-of-the-box functions and processes in the new ERP SaaS Cloud solution being proposed. PGCPS is determined to significantly remove and replace all customizations with out of the box options.

PGCPS is determined to not approve or authorize any customization unless the Vendor shows and proves with substantial evidence including research made that the customized solution in the old system cannot be replaced with any of the out of the box solutions in the new ERP SaaS Cloud solution being proposed.

In the rare cases where customization is the absolute last resort, the selected vendor is expected to identify alternate solutions, environments, software, tools, and/or subscriptions that are needed to achieve the business objective that the customization was achieving. PGCPS is not considering on-site/on-premises solutions for customizations. For instance, PGCPS has several customized applications within Oracle EBS designed with Oracle Application Framework OAF and some designed with Oracle forms. The selected vendors would need to propose how to achieve the objectives and goals of such OAF applications and provide alternative solutions in the new ERP SaaS Cloud Solutions that is being proposed. It is imperative to note that PGCPS is not considering any on-site/on-premises or third-party solutions to address approved customizations, if any.

18.18 Custom Application Types

Over the years, PGCPS has leveraged many tools to develop mission critical applications in house.

18.18.1 Apex Applications

PGCPS has several Apex applications across modules for various purposes e.g Tuition Reimbursement. As of the time of the RFP, PGCPS has about 100 Apex applications.

- 18.18.2 Oracle Application Framework (OAF) Applications
 - For instance, our popular transportation Bid Day System was developed using the OAF. Another example is the Manager funds inquiry and drill-down application. This application allows managers to view their funds by the 9 segments, 31 digits account code showing them what funds they have available etc. Vendor will need to show how this application or functionality can be achieved in the new ERP SaaS Cloud solution being proposed.
- 18.18.3 Other Form Applications

For instance, our popular budget development tool was developed using Oracle forms. This application has been used for many years, and it is mission critical.



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The application is fully integrated with our ERP systems, pulling data from other modules such as HRMS, GL etc.

Customization Tools Experience – Vendor is expected to explain their experience using Visual Builder Cloud service (VBCS) or other integration cloud service tools to move Oracle Application Framework (OAF) Applications, Oracle Application Development Framework (ADF) applications, Apex Applications, Jet applications, and BI publisher applications.

18.19 Integrations - PGCPS has significant integration with other systems, most of which are critical to business operations. The selected vendors would be expected to understand why we have these business-critical integrations in place, their goals and objectives, and then, with an emphasis on best practices, see how/demonstrate how they can be achieved with seeded functions in the new ERP SaaS Cloud solution being proposed. If not, provide alternatives. Where there is no solution, the selected vendor must register it as a high-level risk and nurture it through the project until there's an agreed solution. One real time sample integration is:

Datawarehouse - Data dashboards that we currently have in data warehouse regarding HR Systems. These are high-level and there are multiple data elements that we received from HR system as part of data integrations that exists. Any changes to the source system will have an impact on these data flows/Integrations and we should make sure that the data is transmitted in the same format, or these dashboards should be updated according to the new format of the data.

- 18.19.1 Employee Benefits Data
- 18.19.2 Active Employee Data
- 18.19.3 Employee Separation Data
- 18.19.4 Master Vacancy Data
- 18.19.5 Employee Grade and Step Data
- 18.19.6 Employee Certification Data
- 18.19.7 Customer Success Integrator (CSI) Data Dashboards (Budget and Expenditure)
- 18.19.8 Employee Diversity
- 18.19.9 Employee Evaluation Data Dashboards
- **18.20** Alerts, Notifications and Priorities PGCPS has a significant amount of alerts in Oracle EBS that are mission critical. PGCPS expects the vendor to replicate these alerts using whatever feature in the new ERP SaaS Cloud solution being proposed that can handle alerts and notifications.
- **18.21 Training** The selected vendor is expected to enlist their training team that would train our entire workforce, subject matter experts and IT Support team, End users, PGCPS training team (Train-the-Trainer).

The selected vendor is also expected to develop the training materials which should include training videos, presentations, documents, etc.



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19. OTHER KEY SOLUTIONS NEEDED WITHIN THIS INITIATIVE

Vendors must provide at least one comprehensive paragraph (more detail is preferable) demonstrating their full understanding of each challenge listed below. Additionally, they should include a detailed narrative accompanied by screenshots to explain how each challenge is or could be definitively resolved using the out-of-the-box functionality of new ERP SaaS Cloud Solution.

Below are some of the major challenges to consider:

- 19.1 Accounts Payable: Need for Account Payable Invoice Process Automation Solution to include ability for PGCPS' vendors to be able to send PDF invoices to a dedicated email and then have the Payable module of the new ERP SaaS Cloud solution being proposed to read these invoices, verify them, upload into Oracle AP Tables, validate them, match them to Pos, and process them for payment.
- Payroll: Accurate Payroll Management Advanced Validation Rules Implement multilevel, Al Monitoring, and highly advanced validation rules that prevent overpayments on all employee paychecks. PGCPS needs a foolproof and robust intelligence in place in form of multilevel Advanced Al or Non-Al Validation Rules/techniques, Exception Handling, Hard stops and Anomaly detections that occur on/at multiple levels and multiple points during the biweekly or quick pay payroll processes. This robust intelligence should and must prevent and/or catch major payroll mistakes, and more importantly, catch substantial overpayments, underpayments and variances to any employee or tax agencies.
- **19.3** Budget: Need for a Robust and Comprehensive EPM module with capabilities to do complex budgeting including budget versioning, forecast and produce budget book.
- 19.4 Budget: Need a robust solution for Budget Adjustment Request (BAR). PGCPS creates a lot of budget adjustments request (BAR) from one cost string/31 digits account codes to another at the request of the school, department leaders, chiefs, etc.
- **19.5** HRMS/Employee Records: Need for Comprehensive Self Service with capabilities for employees to be able to print an approved employment verification letter.
- 19.6 HRMS/Recruiting: Need for Robust automated Talent Management including Job posting on PGCPS site and online, were applicable. Need for Applicant and application/resume review and tracking, candidate shortlisting, interviewing, Offer Management, and onboarding etc.
 - 19.6.1 Integrate AI technology where available.
 - 19.6.2 Integrate latest and greatest most compatible remote signature solution (PGCPS currently uses Adobe Sign but is open to low-cost alternative suggestion/solutions that may further optimize hiring processes, contract signings, and significantly improve remote signatures etc.)
 - 19.6.3 Enhance and Robust Applicant Tracking and Recruiting
 - 19.6.4 Enhance and robust new hire processing and pre-boarding and Onboarding including enhanced Hire Package management
- **19.7** Payroll: Need for comprehensive absence management FMLA/LOA/Disability Leave tracking, monitoring, and reporting.
- **19.8** Payroll: PGCPS wants the ability to have employees be able to submit leave from within their ERP SaaS Cloud Solution ERP mobile app in addition to their self-service page.



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- **19.9** Payroll: PGCPS needs a comprehensive Absence Management solution for Temp and Sub. i.e temp and sub–Absence Management.
- **19.10** Payroll: Need for Secondary timecard entry supplemental pay; late time entry with costing association and reporting
- 19.11 Payroll: Need to be able to drill down from accounting through costing string to employee costing. When accounting pulls up a costing string, they want to be able to click on it and drill all the way down to the granular level to the payroll information. Also, vice versa when payroll clicks on a costing string, they should be able to drill up the accounting information.
- **19.12** Payroll: Need to do Earned versus Paid calculation automatic calculation of salary changes for employees who are demoted/promoted, resigns, retires, passes away
- **19.13** Payroll: Need to do Leave payout calculation when employees exit the system; leave payouts based on negotiated agreements.
- **19.14** Payroll: Need comprehensive Timecard access employees will have the ability to view timecard in real time prior to the pay period ending; proactive corrections can be made instead of reactive.
- **19.15** Payroll: Need for robust comprehensive reporting capabilities for payroll.
- **19.16** Payroll: Enhance and optimize the Salary Administration process especially after pay table is updated. Understand all the fast formulas within the salary administration process.
- 19.17 Payroll: Need for a robust Time and Labor Time Clock solutions such as Webclock for some of the employees that physically clock in and clock out. PGCPS expects these employees to use the proposed new ERP SaaS Cloud solution mobile app to clock in and clock out. It must also be tied to the employee's self-service page and more importantly their ERP SaaS Cloud solution mobile application. PGCPS has no plan to use any time clocking device.
 - 19.17.1 PGCPS expects the vendor to be able to have this solution working and linked to Geofencing or any other technology to confirm allowable proximity to job side. The solution should check to make sure that the employee is within the job location, boundary and/or approved radius from which they can clock in or clock out
- **19.18** Payroll: Payroll Processing Significantly streamline our Bi-weekly payroll processing to run as optimally, faster, and efficiently as possible to help prevent payroll employees from having to work after hours, past midnight and/or on weekends to get payroll done correctly.
- **19.19** Purchasing Year end Automated Encumbrance Process with Rollover PO. PGCPS expect the vendor to have a knowledgeable purchasing expert that can help fine tune the purchase order rollover fiscal year end process. The expert will also be expected to look into automating the rollover.
- **19.20** Purchasing Enhance the PCard process to industry standards.
- **19.21** Grant Module New Implementation Enhanced grant management capabilities. How to manage federal, states and local grants. Enhanced Grant reporting
- **19.22** Project Module New Implementation Enhanced project management capabilities. How to manage federal, state and local fundings for project. Enhanced project reporting.
- **19.23** Contracts Module New Implementation Enhanced contracts management capabilities. How to manage federal, states and local fundings for contracts. Enhanced project reporting.
- **19.24** Enhanced Workflow notification for all modules and processes.



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19. STATEMENT OF UNDERSTANDING OF PROJECT AND ITS MAGNITUDE

To avoid project impasse, disagreements and unnecessary change orders, implementer should provide a maximum of two-pages summary of their understanding of the criticality of this project, its magnitude, purpose, scope, critical risk factors, critical success factors and potential problems related to the project, and more importantly, clearly express their understanding of all the non-negotiable must have deliverables. PGCPS would be looking for the implementer to include their specialized expertise, capabilities and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements. Vendors must clearly state that they understand that they are taking up and leading the charge and are the subject matter experts on this major initiative. Vendors need to understand there is no room for restart or project rescue. Vendor needs to clearly state that they understand the criticality of spending enough time on the discovery phase to absolutely understand all current PGCPS' processes and procedures, document them as they currently are, then prototype/solution its replacement in the new ERP SaaS Cloud solution that is being proposed, and once solutions is accepted, fully document the new process. Vendors are to clearly state their understanding of providing Ultra-Hypercare support for a year after Go live.

20. ERRORS, OMISSIONS AND LIMITATIONS DISCLAIMERS

This RFP is a general outline of the needs and requirements for this ERP modernization project, and it may not include all potential needs. Vendors should clarify any uncertainties before submitting proposals.

All information in this RFP may change without notice. Vendors should always refer to the latest version or any addenda for updates.

The evaluation criteria presented in this RFP are subject to interpretation by the selection committee, and no guarantee is made regarding the weighting of specific factors.

A significant amount of effort has gone into this Request for Proposal (RFP) to ensure its accuracy. However, PGCPS disclaims any liability for errors or omissions contained in this document. Prospective vendors are encouraged to verify all information and assumptions before submitting their proposals. Claims for damages based on inaccuracies in this document will not be accepted.

A significant amount of effort has gone into this Request for Proposal (RFP) to ensure its accuracy. Any typographical, grammatical, repetition, clerical errors or inaccuracies contained within this RFP are unintentional and should not be interpreted or construed as material to the scope, intent or requirement of this Request for Proposal.

21. MILESTONES AND DELIVERABLES

PGCPS requires that all payments be based on successful completion of milestones or deliverables. The Vendor will invoice for any applicable milestone payments. The payment amount shall either be a not-to-exceed limit for each milestone. PGCPS reserves the right to negotiate payment milestones with the successful vendor.



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Sample Key Milestones based on PGCPS's vision include, but not limited to:

- 1. Project Kick-off
- 2. Current State Assessment & Fit-Gap Analysis
- 3. Data Migration Strategy Finalization
- 4. Cloud Environment Provisioning
- 5. Configuration and Prototyping (CRP)
- 6. Integration Development and Testing
- 7. User Acceptance Testing (UAT)
- 8. End-Users Training and Change Management
- 9. Final Data Migration & Cutover Planning
- 10. Go Live.
- 11. Post Go Live Ultra-Hypercare Support, Maintenance and Optimization

With an emphasis on best practices and drawing on the selected vendor's prior ERP SaaS Cloud solution implementation experiences, the vendor will provide industry's standard milestone and deliverable breakdown that includes the suggested milestones.

All milestones and deliverables must be accepted, as defined herein, by the PGCPS Project Manager and/or Business Application Director. Deliverables will be submitted in accordance with the Milestone/Deliverable Schedule and agreed upon progress payment (to be negotiated prior to Contract award, if required). Within ten (10) business days of receipt, the PGCPS Project Manager and/or Business Application Director shall review the deliverables and notify the vendor in writing of any discrepancies. The vendor must address any changes, corrections, errors or deficiencies that must be addressed. The vendor will have five (5) business days thereafter to make the changes or to correct any errors, deficiencies or problems with the deliverable to allow the PGCPS Project Officer to accept the Deliverable. Payment of a deliverable will not be made until the deliverable has been accepted by the PGCPS Project Manager and/or Business Application Director. Payment of any future Deliverable(s) will not be made until all the previous deliverable(s) have been accepted by the PGCPS Project Manager/Officer. PGCPS reserves the right to shorten the time the Vendor has to make any changes, corrections, errors or deficiencies to a rejected deliverable if the project completion date will be impacted. Prior to imposing a shorter time period, PGCPS and the Vendor shall agree upon a mutually acceptable date for resolution. Upon Acceptance, the Deliverable shall be eligible for payment in accordance with the Contract Documents.

22. ACCEPTANCE BY IT

PGCPS shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods or services tendered by vendor. PGCPS, at its option, may reject all or any portion of such goods or services which do not, in PGCPS's sole discretion, comply in every respect with all terms and conditions of the contract. PGCPS may elect to reject the entire goods and services tendered even if only a portion thereof is non-conforming. If PGCPS elects to accept non-conforming goods and services, PGCPS, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate PGCPS for the non-conformity. Any acceptance by PGCPS, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of PGCPS, in compliance with the terms and specifications



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contained herein. In the event that the item(s) supplied to PGCPS are found to be defective, or does/do not conform to specifications, PGCPS reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

23. SAMPLE DOCUMENTS

Offerors shall include sample copies of the following documents with their proposals. Although they are samples, the documents shall contain all material terms so that PGCPS can fairly evaluate the vendor's forms. If one (1) master agreement serves multiple purposes (e.g., licensing, implementation services, and maintenance), it can satisfy the submittal required for both. Sample documents must be submitted with the Technical Proposal as a separate upload.

- Sample maintenance/support agreement
- Sample implementation services agreement
- Sample Ultra-Hypercare agreement
- Sample hosting agreement (if applicable)
- As well as any other document that PGCPS will need to review and agree upon

24. DATA SECURITY AND DISASTER RECOVERY

Vendor shall provide demonstrated evidence with its proposal of a robust backup/disaster recovery and archival strategy for the school district's structured and unstructured data, protecting the district data from logical errors and malicious attacks. The Disaster Recovery and Archival Strategy shall be provided with the proposal.

The Vendor agrees that it shall hold all PGCPS data obtained or accessed as a result of its work under this Contract confidential in accordance with a Non-Disclosure and Data Security Agreement. If individual employees or subcontractors of the Vendor are performing work under this Contract on PGCPS owned property, then such individual employees or subcontractors shall be required to sign a separate Non-Disclosure and Data Security Agreement, which shall be incorporated by reference into this Contract, prior to performing any work or being allowed access to PGCPS data.

The Vendor shall maintain PGCPS information in the strictest confidence and comply with all applicable PGCPS security and network resources policies as well as all local, state and federal laws or regulatory requirements concerning data privacy and security.

The Vendor shall develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted PGCPS Information received from, created or maintained on behalf of PGCPS and strictly control access to PGCPS Information. For purposes of this provision, and as more fully described in this Contract and PGCPS's Non-Disclosure and Data Security Agreement (NDA), "PGCPS Information" (also referred to as "PGCPS Data" or ("data") includes, but is not limited to, electronic information, documents, data, images, and records including, but not limited to, student records, employee records, financial records, personally identifiable information, Personal Health Information (PHI), educational, voting, registration, tax or assessment records, information related to student and staff safety, PGCPS networked resources, and PGCPS databases, software and security



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measures which are created, maintained, transmitted or accessed to perform the work under this Contract.

- (a) PGCPS Non-Disclosure and Data Security Agreement (NDA). The Contractor shall require that an authorized Vendor designee, and all key employees, agents or subcontractors working on this project at PGCPS facilities or otherwise performing non-incidental work under this Contract, sign the NDA prior to performing any work or permitting access to PGCPS networked resources, application systems or databases under this Contract. A copy of the signed NDAs shall be available to the PGCPS Project Officer upon request. PCGPS will provide a copy of the NDA in an addendum for Vendors review.
- (b) Use of Data. The Vendor shall ensure that the use, distribution, disclosure or access ("use") to PGCPS Information and networked resources shall not occur in an unauthorized manner. Use of PGCPS Information for other than as specifically outlined in this Contract is strictly prohibited, unless such other use is agreed to in writing by the parties. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of PGCPS Information and any non-compliance with this Data Security and Protection provision or any NDA.
- (c) Data Protection. The Contractor agrees that it will protect PGCPS Information according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data, proprietary and/or confidential information. The selected Vendor(s) shall provide to PGCPS a copy of its data security policy and procedures for securing APS Information and a copy of its disaster recovery plan(s). The Contractor shall provide, if requested by PGCPS, on an annual basis, results of an internal Information Security Risk Assessment provided by an outside firm.
- (d) Data Sharing. Except as otherwise specifically provided for in this Contract, the Contractor agrees that it shall not share, disclose, sell or grant access to PGCPS Information to any third party without the express written authorization of the PGCPS Chief Information Security Officer or designee.
- (e) Security Requirements. The Contractor shall maintain the most up to date anti-virus, industry accepted firewalls and/or other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact or store PGCPS Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines PGCPS that store PGCPS Data into hard drives must provide data at rest encryption. Significant deviation from these standards must be approved by the PGCPS Chief Information Officer or designee, the downloading of PGCPS information onto laptops or other portable storage medium is prohibited without the express written authorization of the PGCPS Chief Information Officer or designee.
- (f) Data Protection Upon Conclusion of Contract. Upon termination, cancellation, expiration or other conclusion of this Contract, the Contractor shall return all PGCPS Information to PGCPS unless PGCPS requests that such data be destroyed. This provision shall also apply to all PGCPS Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall complete such return or destruction not less than thirty (30) calendar days after the



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conclusion of this Contract and shall certify completion of this task, in writing, to PGCPS Project Officer.

- (g) Notification of Security Incidents. The Contractor agrees to notify the PGCPS Chief Information Officer and PGCPS Project Officer within twenty-four (24) hours of the discovery of any unintended access to, use or disclosure of PGCPS Information.
- (h) Subcontractors. To the extent the use of subcontractors is permitted under this Contract, the requirements of this entire section shall be incorporated into any subcontractor agreement entered into by the Contractor and any data sharing shall be compliant with these security and protection requirements and the NDA. In the event of data sharing, subcontractors shall provide to the Contractor a copy of their data security policy and procedures for securing PGCPS Information and a copy of its disaster recovery plan(s).

25. ORGANIZATION OF THE VENDOR'S TECHNICAL RESPONSE

Offerors shall provide a point-by-point Technical Response. The Offeror's Technical Response to this RFP shall be organized in the format indicated in the RFP. Further, the Vendor's Technical Response shall be provided in the same order as the information as presented in this RFP, Part III. Adhering to the requested format as detailed in this RFP is important as it is a strong indication of the Respondent's willingness to comply with PGCPS requests and its ability to follow the client's direction.

Offeror shall prepare and present proposal in such a way as to provide a straightforward description of Offeror's response that addresses, technical approach, capabilities, experience, qualifications, past performance and references to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance with the RFP instructions, quality responsiveness to the RFP requirements, and completeness and clarity of content.

The completed documents(s) should be without interlineations, alterations, or erasures. The Proposal should present all information in a concise manner, neatly arranged, legible, and in terms understandable for evaluation. All information requested is to be addressed directly and completely. It is more desirable to give additional information than less when the answer could be misinterpreted.

Do Not Submit Pricing in the Technical Proposal. Vendors who submit pricing in their Technical Proposal may be declared ineligible to participate in this procurement.

26. EXCEPTIONS AND ASSUMPTIONS

All exceptions and assumptions shall be clearly identified as an Attachment to the Executive Summary section, and a written explanation shall include the scope of the exceptions/assumptions, the ramifications and consequences of the exceptions/assumptions for PGCPS, and the description of the advantages or disadvantages to PGCPS as a result of exceptions and assumptions. There are multiple areas within the RFP that are mandatory and PGCPS may not be able to accept the Offeror's exception(s). Please indicate your willingness to comply with each condition by noting any and all exceptions as discussed in this section.



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PGCPS reserves the right to refuse to negotiate with Vendors that have excessive exceptions to the language included in this solicitation.

27. CANCELLATION

PGCPS fully reserves the unequivocal right to cancel this RFP, in whole or in part, at any point during the process, without prior notice or obligation to provide an explanation.

28. POC / ORAL PRESENTATION/ INTERVIEW/ FINALIST DEMONSTRATION

As this is a huge project, PGCPS reserves the unequivocal right to conduct and invite vendor(s) for proof of concept and/or oral presentation/interview or final demonstration or discussions that may last a whole day. Without any PGCPS financial commitment and/or PGCPS obligation to award to the invited vendor(s), the vendor(s) should be prepared to attend these presentations in person with their core Cloud Project implementation teams, including the vendor's top K-12 education/public sector representative, experienced project/program manager, and top technical and functional experts all without any expectation of award, payment or compensation from PGCPS.

29. ADDITIONAL RIGHTS RESERVED

In addition to regular PGCPS purchasing procurement right stated above, PGCPS further reserves the following rights:

- **29.1** This RFP does not commit or compel PGCPS to award a contract.
- **29.2** Right to make multiple Awards as a result of this solicitation i.e. SaaS Cloud software acquisition, implementation and Support services.
- **29.3** Right to award in total, by item, or by group of related items.
- **29.4** Right to reasonably modify the scope of this RFP until final contract signing. Modification could be for any reasons i.e. feedback, questions etc.
- **29.5** Right to reject any or all proposals in parts or in whole, to waive technical defects, irregularities, and omissions if its judgement is in the best interest of PGCPS.
- **29.6** PGCPS reserves the right to meet Vendors as a group or individual vendors at any time to for interview, clarification and/or to gather more information.

30. PROJECT ARTIFACTS OWNERSHIP

All project artifacts generated from this ERP Modernization project i.e documents, models, deliverables, outputs, reports, analysis e.t.c remains confidential property of PGCPS and cannot be used as marketing materials for others vendor's project without the permission.

31. MARYLAND PUBLIC INFORMATON ACT REQUESTS

This solicitation is subject to Maryland Public Information Act (MPIA) requests. In anticipation of MPIA requests, PGCPS requests vendors to submit with their original proposal a copy of a redacted Technical, MBE, and Pricing Proposals. The redacted copies of the proposal shall be uploaded in the respective Technical and Pricing envelopes in eMMA.

PGCPS respectfully requests that the vendor provide us with a sanitized/redacted copy of the Technical, Cost, MBE proposals. However, please do not redact confidential information to the degree where the information redacted is unreadable. Therefore, we request vendors to adhere to the following:



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- 31.1 Highlight the confidential information or strikethrough the data that you consider to be confidential. Do not redact the data to the degree where the "redacted" information is not discernible or unreadable. As such, please do not "black out" confidential information.
- 31.2 Provide a justification as to why each "redaction" is considered by your organization to be confidential.

PGCPS will not release a vendor's proposal without first notifying them of the initial request for release of proposal information via MPIA. When MPIAs are received, the PGCPS General Counsel's Office will review the "redacted/sanitized" documents provided by the participating vendors for this solicitation for compliance with MPIA law. If the General Counsel's Office determines any portion of the "redacted" data to not be confidential, the General Counsel's Office will contact your organization to discuss its review in an effort to reach an agreement on the release of this data.

Note: If PGCPS does not receive a sanitized/redacted copy of the vendor's proposals with its proposal response via eMMA, PGCPS will assume that the vendor's entire Technical, MBE, and Pricing Proposals are eligible for release to the public. Therefore, it is imperative that vendors adhere to this requirement and provide a sanitized/redacted copy of their entire proposal response when the proposals are submitted.



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PART IV: PROPOSAL EVALUATION AND AWARD

1. EVALUATION COMMITTEE

Only proposals that are submitted via eMMA will be utilized during the evaluation process. Proposals that are not submitted via this portal will be ruled non-responsive.

Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. The contract resulting from this RFP will be awarded to the Vendor(s) whose proposal is the most advantageous to The Board, considering price and technical factors set forth herein. During its evaluation, the Board will consider the Vendor's record of performance or financial stability from reputable sources, inclusive of but not limited to: any prior contracts with The Board, federal departments or agencies, public bodies, financial reporting companies, news circulars, etc.

The Vendor, including any of their representatives, subcontractors, affiliates and interested parties shall not contact any member of the Committee or any person involved in the evaluation of the proposals. All inquiries related to this procurement must be handled by the RFP officials identified on the cover page. Failure to comply with this directive may, at the sole discretion of the Board, result in the disqualification of a Vendor from the procurement process. The Evaluation Committee will make the final determination about acceptability of proposals.

2. EVALUATION PROCESS

The committee will evaluate each technical proposal using the evaluation criteria set forth below. As part of this evaluation, the Committee may hold discussions with all qualified Vendors. Discussions may be conducted via teleconference or may take the form of questions to be answered by the Vendors and conducted by mail, E-mail, or facsimile transmission at the discretion of The Board. During the evaluation process, the committee may request technical assistance from any source.

- a. Following the completion of the technical evaluation of all Vendors' technical proposals, including any discussions, the committee will rank each qualified Vendors' technical proposal.
- b. The cost proposal for each qualified proposal will be distributed to the Evaluation Committee following the completion of the technical evaluation. The cost proposals will not be distributed to the committee until the technical evaluation is completed. The Committee will determine the total costs of the proposals to establish a financial ranking of the proposals from lowest to highest.
- c. The Evaluation Committee may reject in whole or in part all proposals, waive minor irregularities, and conduct discussions with all responsible Vendors in any manner deemed necessary to serve the best interests of the Board.
- d. Based on the results of the evaluation, the highest rated Vendor(s) *may be* invited by the Director of Procurement to make oral presentations/demonstrations to the Committee. The Committee will then conduct a final evaluation of the proposals.
- e. If it is determined to be in the best interest of The Board, the Board may invite Vendors to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer.
- f. Should the Committee determine in writing and at its sole discretion that only one Vendor is fully qualified, or that one Vendor is clearly more highly qualified than the others under



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consideration, a contract may be negotiated and awarded to that Vendor. The Committee will make appropriate recommendations to the Board, if appropriate, prior to the actual award of the contract. The Committee will recommend the Vendor whose overall proposal provides the most advantageous offer to the Board considering both price and technical factors set forth in this RFP.

3. EVALUATION CRITERIA

The evaluation criteria include proposal responsiveness, demonstration of capability to perform, price factors, and responsibility. The Board reserves the right to: (1) reject in whole or in part any and all proposals and waive minor irregularities; (2) Reject any or all proposals, or portions thereof; (3) Cancel a RFP and re-solicit.

The Evaluation committee will evaluate the technical proposals using the following criteria below. The committee shall determine which proposals have the basic requirements of the RFP and shall have the authority to determine whether any deviation from the requirements of the RFP is substantial in nature.

Evaluation Criteria

Evaluation Criteria	Relative Weight
Eligibility and Qualifications	Pass or Fail
Technical Approach	70%
Understanding of Discovery Session Requirements,	
and Discovery Session Planning and Approach	5%
General Understanding of All Requirements	5%
Experience, Company Qualifications and Staff	
Qualifications	80%
Past Performance and References	25%
Vendor-Client Cost-Savings Initiatives and Measures	10%
Fiscal Responsibility	Pass or Fail
Organizational Capacity	25%
MBE	10% Bonus Points
Vendor Demonstrations (to be determined)	TBD
Cost Proposal and Reasonableness of Cost	20%
Total Points Available	250 Points



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4. EVALUATION CRITERIA TABLE OF CONTENTS

To facilitate an expeditious and thorough review of all proposals, Vendors shall include a separate sheet as part of its Technical Response (include the Evaluation Criteria TOC as an Attachment to the Executive Summary) that shows all evaluation criteria listed below and the location of the Vendor's response to each evaluation criteria listed in this section. The Vendor shall indicate the specific Tab, Section, Page Number, and/or Attachment where this information may be located in the Vendor's proposal. It is the Vendor's responsibility to ensure all evaluation criteria responses are located in the specific Tab, Section, Page Number, and/or Attachment as referenced by the Vendor. PGCPS will not search for evaluation criteria if it is not located in the specific Tab, Section, Page Number and/or Attachment referenced by the Vendor. Therefore, Vendor responses to the evaluation criteria that are not located in the specific Tab, Section, Page Number and/or Attachment as referenced by the Vendor on the Evaluation Criteria Table of Contents, may not earn points for the specific evaluation criteria Vendor response that is not found.

All vendors will be evaluated on the quality and detail of their proposal response in accordance with the following evaluation criteria:

Fuglication Oritonia	Evaluation Criteria Table of Contents (indicate, Tab, Section No., Page Number, and/or Attachment)
Evaluation Criteria	
A. The Technical Approach Technical Approach,	
Methodologies, and Strategies in satisfying requirements,	
inclusive of:	
Quality and Detail of Project Management Strategy, Mathedalagies, Implementation Plan, Project Plan, Mahilization	
Methodologies, Implementation Plan, Project Plan, Mobilization Plan and Implementation Strategy and Approach.	
 Enterprise Risk Management Strategies that the firm has in place 	
to prevent and mitigate failure and risk.	
3. Vendor presented tried and tested strategies for success.	
Vendor provided quality details and diligence in responding and	
addressing every item as detailed in Part III of the Scope of Work	
and PGCPS' areas of concern in the proposal (Critical Areas,	
Standalone Questions, Narratives, lesson learned, Solution	
offered)	
A. 17.0 Critical Requirements for Implementation and Consulting	1
Services.	
B. 18.0 Key Mandatory Critical Requirement Areas	
C. 19.0 Other Key Solutions Needed Within This Initiative.	
5. Enterprise Risk Management Strategies that the firm has in place	
to prevent and mitigate failure and risk.	
6. Firms tried and tested strategies for success.	
Firm's details and diligence in responding and addressing every item as detailed in Part III of the Scope of Work and PGCPS'	



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		areas of concern in the proposal (Critical Areas, Standalone		
		Questions, Narratives, Lessons Learned, Solution Offered)		
B.	Q ι 1.	Questions, Narratives, Lessons Learned, Solution Offered) xperience, Company Qualifications, and Staff rualifications Vendor shall demonstrate a minimum of Ten (10) years of experience within the past Ten (10) years conducting On- Premises ERP systems (preferred Oracle EBS) to ERP SaaS Cloud solution [either as primary (preferred) or subcontractor]. Preferred experience shall be with organizations such as K-12 schools or government entities of similar size to PGCPS. Vendor shall indicate how many implementations/migrations conducted as a primary or subcontractor contractor (prefer minimum of seven (7) as primary contractor) Vendor demonstrated key personnel has a minimum of seven (7) years of experience, inclusive of ERP SaaS Cloud		
		solution certified consultants, as well as other key personnel assigned to this project. Experience and Qualifications of all resources assigned to individual modules in each pillar. Vendors will provide copies of all staff certifications. Vendor proposed personnel qualifications, including ERP SaaS Cloud solution certified consultants. Experience and Qualifications of all resources assigned to individual modules in each pillar. The firm's recommended consultants shall have a minimum of seven (7) years of implementation experience in the new ERP SaaS Cloud solutions being proposed. Vendor experience with handling and providing solutions for unique mission-critical customizations in a major on-premises ERP (preferably EBS) to ERP SaaS Cloud Solution Implementation Projects.		
C. Past Performance and References – References to be				
		hecked Firms provided a minimum of three (3) verifiable references		
		from school districts or government entities of similar size to		
		PGCPS that spoke to the vendor's past performance on		
_		similar projects.		
υ.		endor-Client Cost-savings Initiatives and Measures Vendors have experience in belong and proposing project		
		Vendors have experience in helping and proposing project cost saving measures.		
		Vendors verifiable experience in mitigating cost, time, labor		
		and material loss on a new ERP SaaS Cloud solution		
		Implementation project.		
		a. List strategies to avoid loss on this project.		
		b. Reduce implementation cost		
		c. Improve Efficiency and ROI		



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E.	Or	ganizational Capacity Vendor shall demonstrate its capacity				
	to	deliver the following services:				
	1.	Comprehensive User Training Strategy that meets the needs of				
		the school district				
		Post Implementation Ultra-Hypercare Support – Provide details.				
	3.	Infrastructure and Tools – Firm's own dedicated ERP SaaS Cloud				
		solution environment and other unique tried and tested tools to				
		support the project.				
	4.	Ability to augment project team as needed to alleviate project risk				
	_	at no additional cost to the PGCPS				
	5.	Adaptability and scalability to handle unexpected changes in				
_		project scope.				
F.		nancial Integrity and Stability (PASS OR FAIL) Vendors shall				
		monstrate its financial integrity and stability to support this contract				
	٦.	Vendor must provide acceptable financial statements or				
		alternative documentation that demonstrates its financial stability				
_	<u> </u>	to support a heavy, long-term mission-critical project. ganization and Quality of the Proposal Response				
G.		Vendor provided a quality proposal and response in accordance				
	١.	with instructions as provided by PGCPS.				
	2	Vendor's proposal and response demonstrated professionalism				
	۷.	and was clear and concise.				
Н.	Mi	nority Business Enterprise Requirements				
		ndor shall demonstrate in its technical response the ability to meet				
		MBE 15% goal as a prime or subcontracting with a minority firm.				
		he vendor plans to meet the goal by contracting services with a				
		BE, vendor shall outline the subcontracting plan, along with the				
		BE percentage agreed upon. Do not include any pricing in your				
		chnical proposal.				
Se	See Part III, Scope of Work for additional information.					

4. PROPOSAL AWARD

The Award of this contract will not be final and complete until after: (1) Vendor has an active iSupplier, (2) the Vendor submits complete and satisfactory documentation required under the Contract and/or documentation required by the Procurement Officer; and (2) the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board, if such approval is required.



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PART V: GENERAL TERMS AND CONDITIONS

1. PARTNERSHIPS

Proposals by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.

2. CORPORATIONS

Proposals by corporations shall be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing on behalf of the corporation shall be furnished. Anyone signing the proposal as agent shall file satisfactory evidence of authorization to do so.

3. SAMPLES

Vendors *may* be required to submit samples of each product awarded with an affidavit stating that the chemical composition of the sample submitted is identical with the composition tested prior to the proposal and all remain unchanged during the period of the contract. This requirement shall be part of the specifications of the product, or products requested if applicable.

If Samples are required, a properly tagged sample and descriptive data shall be submitted to the address specified no later than the date specified. The tag on the sample shall indicate the item number, the name of the company submitting the sample, and the IFB number. The Board will not be responsible for any samples not picked up within 30 days of the notification of Vendors to do so. Samples may be retained by The Board until Vendors are notified to remove them. Vendors agree that The Board will incur no liability for samples that are damaged, destroyed, lost, or consumed in testing processes. Failure to submit the above information when requested is sufficient grounds for rejection of the proposal.

4. PROPOSAL PREPARATION FEES

The Board will not be responsible for any costs incurred by a Vendor in preparing and submitting a proposal in response to a proposal.

5. RIGHT TO PROTEST

The Director of Purchasing and Supply Services shall attempt to resolve informally all protests of proposal award recommendations. Vendors are encouraged to present their concerns promptly to the Buyer and/or Purchasing Supervisor for consideration and resolution. The Director of Purchasing shall inform the Chief Financial Officer (CFO) upon receipt of the protest. Open dialogue is helpful for all parties and disputes are often only a misunderstanding of the evaluation and recommendation process. A vendor who does not file a timely protest before the contract is executed by the Board is deemed to have waived any objection.

- a. An interested party (bidding of standing or Vendor) must file a protest with the Purchasing Office within five (5) calendar days of the recommendation of award or notification to the Vendor or bidder that their proposal or bidder will be rejected.
- b. Purchasing and Supply Services a proposed award of a contract for supplies, equipment, services, or maintenance. A Vendor of standing is a Vendor who would be directly next in line for an award should the protest be supported.



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- c. The protest shall be in writing addressed to the Purchasing Supervisor with a copy to the Director and shall include the following:
 - i. The name address and telephone number(s) of the protester.
 - ii. Identification of the solicitation
 - iii. Statement of reasons for the protest
 - iv. Supporting documentation to substantiate the claim
 - v. Proposed remedy to resolve

A protest based upon alleged improprieties in this solicitation that are apparent before bid opening or the closing date for receipt of initial proposals shall be filed before bid opening or the closing date for receipt of initial proposals. For procurement by competitive sealed proposals, alleged improprieties that did not exist in the initial solicitation, but which are subsequently incorporated in the solicitation via an addendum shall be filed not later than the next closing date for receipt of proposals following the incorporation.

6. APPEAL OF CONTRACT AWARD DECISION:

The Director of Purchasing shall confer with the general counsel prior to issuance of a decision regarding disputes of contracts or awards.

- a. The Director of Purchasing shall issue a decision in writing. Any decision of a proposal award protest may be appealed to the CFO within two (2) days of issuance of the decision by the Director of Purchasing.
- b. Any decision of a proposal award protest may be appealed to the Board of Education within thirty (30) days of issuance of the decision by the CFO.
- c. A vendor who remains unsatisfied after following the procedures may contest a contract awarded by the Board by filing an appeal to the Maryland State Board of Education as provided by Maryland's public-school law.
- d. The Board reserves the right to award during protest and or during an appeal, if a determination that execution of the contract without delay is necessary to protect substantial State and Board interest.
- e. The Vendor shall refer to the General Terms and Conditions attached to the proposal for details regarding the Term of Contract for this proposal.

7. COMMENCEMENT OF SERVICES

The Board shall have no obligation to pay for services performed before the Notice of Award is executed; the Board approves the contract or after the contract ends. The Board shall have no obligation to pay for services more than the monetary amount of the award. The Board shall have no obligation to pay for services before a purchase order is issued.

8. ADDENDA

- a. No interpretation of the meaning of the specification or other documents will be made to any Supplier orally. To be given consideration, inquiries must be received in writing via email to the Procurement Department points of contacts identified on the cover page. The subject field of the e-mail must include "INQUIRY" and the RFP name and number.
- b. Any changes to the specifications will be made through the appropriate addenda. Failure of any Vendor to receive such addenda or interpretation shall not relieve any Vendor from any



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- obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.
- c. Failure of any Vendor to receive or acknowledge receipt of such addenda or interpretation shall not relieve any Vendor from any obligations under this IFB as amended by all addenda. All addenda so issued shall become part of the award.

9. STATEMENT OF CONFIDENTIALITY

It is understood and agreed that all information pertinent to this solicitation may contain trade secrets, which are confidential and proprietary. The selected vendor agrees not to disclose or knowingly use any confidential or proprietary information of The Board of Education of Prince George's County and/or third-party participants.

Proposal submissions are subject to the Maryland Public Information Act (Education Article, Maryland Annotated Code, §10-611, et seq.). In accordance with the Act, certain information is subject to public disclosure. Please be advised that should you deem any portion of your proposal as confidential or proprietary, it must be conspicuously indicated on those portions so deemed. However, and in accordance with the Act, you are hereby notified that every portion may still be subject to disclosure under the Act.

10. TERM OF AGREEMENT

The anticipated initial term of this contract shall be as specified in Part I, Section 5 of the RFP.

- a. The Vendor warrants that prices for the proposal under this RFP are not higher than prices currently extended to any other governmental agency for the same product or service.
- b. Upon satisfactory service and by mutual agreement the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY reserves the right to extend the contract for no more than 12 months.
- c. The Board expects all vendors to provide cost reductions recommendations.
- d. Price decreases are acceptable at any time, need not be verifiable, and are required should the Vendor/producer/processor/manufacturer experience a decrease in costs associated with the execution of the contract.
- e. Price adjustments from the Vendor/producer/processor/manufacturer for any/all items may be considered at renewal. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least ninety (90) days prior to the renewal term and shall be accompanied by supporting documentation.
- f. Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to Prince George's County Public Schools.

11. MARYLAND PUBLIC INFORMATION ACT REQUESTS

This solicitation is subject to Maryland Public Information Act Requests. In anticipation of MPIA requests. PGCPS requests Vendors submit with their proposal a redacted Technical and Pricing Proposal in the appropriate Technical and Pricing envelopes in eMMA.



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PGCPS respectfully requests that your company provide us with a sanitized/redacted copy of the Technical, Cost, MBE proposals. However, please do not redact confidential information to the degree where the information redacted is unreadable. Therefore, we request vendors to adhere to the following:

- 11.1 Highlight the confidential information or strikethrough the data that you consider to be confidential. Do not redact the data to the degree where the "redacted" information is not legible. As such, please do not "black out" confidential information.
- 11.2 Provide a justification as to why each "redaction" is considered by your organization to be confidential.

PGCPS will not release a vendor's proposal without first notifying them of the initial request for solicitation documents. When MPIAs are requested, the PGCPS General Counsel's Office will review the "redacted/sanitized" documents provided by the participating vendors for this solicitation to for compliance with MPIA law. If the General Counsel's Office determines any portion of the "redacted" data to not be confidential, the General Counsel's Office will contact your organization to discuss its review in an effort to reach an agreement on the release of this data.

12. PRE-PROPOSAL MEETING (See the RFP for specific dates and times)

A pre-proposal meeting is scheduled in accordance with the information contained in the RFP.

13. PAYMENT TERMS

The Vendor shall submit an invoice detailing the services provided and the actual costs incurred. Payment shall be in accordance with the line-item price on the Purchase Order and within 30 days after the date of the invoice or upon invoice acceptance, whichever occurs last.

The Board reserves the right to reduce or withhold contract payment in the event the Vendor does not provide the Department with all required deliverables within the timeframe specified in the contract or if the Vendor otherwise materially breaches the terms and conditions of the contract.

14. MINORITY BUSINESS ENTERPRISE PROGRAM

The Board of Education of Prince George's County Minority Business Enterprise (MBE) Administrative Procedure No. 3325 requires bids for materials, supplies, equipment, and services, other than materials of instruction, be listed as deliverables. Information about this program and forms can also be downloaded. **See MBE Administrative Procedures (AP) 3325.** https://www.pgcps.org/offices/general-counsel/administrative-procedures/3000---business--non-instructional-operations/ap-3325---minority-business--enterprise-procurement-procedures

a. Only those businesses registered in the Oracle database and listed in the Minority Business Enterprise Office directory for the Board of Education of Prince George's County as a certified minority vendor at the time of any respective proposal opening, shall be recognized as a "Certified Minority Business". If not listed, evidence of acceptable certification from the Maryland Department of Transportation (MDOT), Prince George's County Government and Washington Metropolitan Area Transit Authority (WMATA) must be provided to the Board's Purchasing Office prior to any respective proposal opening.



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15. LOCAL MBE INITIATIVE

In accordance with Prince George's County School goals promoting minority and locally based purchases, if all other factors are equal, priority shall be given to a locally based firm. "Locally based firm" in this instance refers to a company or firm with a primary business address located within the geographical boundaries of Prince George's County.

16. MINORITY BUSINESS ENTERPRISE PROHIBITIONS

State Law HB 389 and SB 611, Prime Vendors are prohibited by law from including a certified MBE in a bid or proposal without requesting, receiving, or obtaining the MBE's authorization. The Vendor must also use the MBE's services to fulfil the contract. In addition, the Vendor may not pay the MBE solely for the use of its name in the bid or proposal.

Prime Vendor may be prosecuted if they fail to comply with the law. The Board is required under the law to report the violation.

17. E- COMMERCE

The eMaryland Marketplace law became effective on June 1, 2008, and requires units of State government, including those otherwise exempt from State procurement law, and all local government entities, to publish **notices** of procurement and procurement awards on the State's ecommerce website eMaryland Marketplace Advantage (eMMA). All Vendors are required to register with eMaryland Marketplace Advantage, so that the award notice can be properly published.

18. CYBER LIABILITY INSURANCE

All Vendors shall maintain and pay for Cyber Liability Insurance at a limit of not less than \$10,000,000 per occurrence when applicable, including coverage for data breach, media liability and third-party cyber liability.

Offerors shall provide proof of Cyber Liability Insurance at the time of proposal submission.

19. LIQUIDATED DAMAGES

In the event the Award Offeror(s) fails to deliver the goods or services of the contract in accordance with the specifications, PGCPS reserves the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of PGCPS. All additional expenses incurred by PGCPS as a result of such purchases will be deducted from the monies owed or monies which may become due.

20. FINGERPRINT CRIMINAL HISTORY BACKGROUND CHECKS, CHILD PROTECTIVE SERVICE CLEARANCES, AND SAFE SCHOOLS TRAINING REQUIREMENTS

a. Pursuant to <u>Administrative Procedure 4215</u> - Criminal History Checks, Employee Self-Reporting of Arrests, Criminal Charges, CPS Investigations and Findings & Incarceration, any and all Vendors, which includes Independent Contractors, Subcontractors, Outsourced Agency Employees and Outsourced Temporary Staffing, who have uncontrolled access to students must complete a fingerprint criminal history background



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check, child protective service (CPS) clearance and required online Safe Schools training course(s).

- b. All fingerprint background checks, and CPS clearances must be completed 15 business days prior to beginning work in and around PGCPS property or engaging in any authorized activities involving PGCPS students. The fingerprint background checks, and CPS clearances must be completed through Prince George's County Public Schools at one of the authorized locations listed on the PGCPS website (https://www.pgcps.org/fingerprinting/#service). No person may begin working in PGCPS until fingerprint background check results are received.
- Required online Safe Schools training course(s) must be completed before providing contractual services in PGCPS schools and can be accessed through the PGCPS website

(https://www.pgcps.org/offices/compliance/student-safety/required-training-for-contractors).

- d. Safety Management System (reserved).
- e. Pursuant to Md. Education Code Ann. §6-113.2 (Code), a contractor of a Board of Education who provides a service to a school or the students at a school shall meet the requirements set forth for screening its employees assigned to work at a school site to determine whether such employees have a history of child sexual abuse and/or sexual misconduct. The Vendor shall be solely responsible for completing the screening set forth in the Code, shall maintain records of employee screenings, and shall make such records available to PGCPS upon request.
- f. Prior to initiating any work at a school building, current and future employees of Vendor must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.
- g. Prior to initiating any work at a school building, the Vendor agrees to provide the designated PGCPS representative and the PGCPS Purchasing Department with a list of all current employees and an immediate update of changes in personnel, employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff and any instructors. It is the responsibility of the Vendor to make certain that its employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, consultants and any instructors meet the background check and training requirements specified. All correspondence should include the following information as applicable:
 - i. title of the project
 - ii. school/office
 - iii. solicitation number
 - iv. contract number; and
 - v. PGCPS representative/project manager



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21. EDUCATIONAL/MEDICAL/PSYCHOLOGICAL RECORDS

If applicable, the Vendor acknowledges its responsibility to ensure compliance with the confidentiality provisions of the Family Educational Records Privacy Act (34 CFR §99);

- a. The Health Insurance Portability and Accountability Act of 1996 (HIPAA) 45 CFR Part 160 and Part 164, Subparts A and E, and Code of Maryland Regulations §13A.08, with respect to school records provided by the Board, if applicable.
- b. Any confidential information provided by THE BOARD to Vendor, including all copies thereof, must be used by Vendor only as provided for by this Agreement and only for the purposes herein described. Such information shall not be disseminated or disclosed to any third party, not a party to this Agreement, without the expressed written consent of THE BOARD and can only be done in accordance with applicable privacy laws. Vendor agrees to return to THE BOARD all such information within fifteen (15) days of the expiration of termination of this Agreement or with the express consent of THE BOARD. Vendors may destroy such information within fifteen (15) days of termination or expiration of this Agreement, certifying to THE BOARD in writing that the information has been destroyed.

22. PROTECTION OF STUDENT RECORDS

Vendor and its affiliates or subcontractor, at their expense, have a duty to and shall protect from disclosure all Student Records which they may come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in conformance with current industry standards.

If required in support of the contract, the Vendor or its affiliates or subcontractor shall implement and maintain a comprehensive data – security program for the protection of Student Records whether the Records are stored electronically and/or in hard copy form. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Student Records, and information of a similar character, as set forth in all applicable federal and state law and written policy of THE BOARD or the Maryland State Board of Education ("MSBE") concerning the confidentiality of Student records. Such data-security program shall include, but not be limited to, the following:

- a. A security policy for employees related to the storage, access, and transportation of data containing Student Records.
- b. Reasonable restrictions on access to records containing Student Record information, including access to any locked storage where such records are kept.
- c. A process for reviewing policies and security measures at least annually.
- d. Creating secure access controls to Student Records, including but not limited to passwords; and
- e. Encryption of Student Records that are stored on laptops, portable devices, or being transmitted electronically Vendor and its subcontractors or affiliates shall notify THE BOARD as soon as is practicable, but no later than twenty-four (24) hours, after they become aware of or suspect that any Student Records which Vendor or subcontractors or affiliates possess, or control have been subject to a Student Records breach. The Vendor shall incorporate the requirements of this Section in all subcontracts requiring each of its affiliates to safeguard Student Records in the same



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manner as provided for in this Section. Nothing in this Section shall supersede in any manner Vendor or its affiliate's obligations pursuant to HIPAA, FERPA, or the provisions of this Agreement concerning the obligations of the Vendor as a service provider to THE BOARD.

23. LEGAL COMPLIANCE

- a. It shall be the Vendor's sole responsibility to insure they are compliant with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. Vendor shall comply in all respects with Federal, State (including Maryland Motor Vehicle laws) and Local Regulations, including laws regarding eligibility to work in the United States. The provisions of this Contract shall be governed by the laws of Maryland. Any disputes, legal cases or other controversies shall be pursued in Maryland Courts consistent with and subject to Maryland State Law. Additionally, if applicable, all materials, supplies, equipment, or services supplied, because of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act Standards.
- b. Specifically, Vendors shall comply with all applicable laws and regulations relating to the employment of aliens, such failure shall constitute a material breach of contract. It is a mandatory requirement of this contract that employees of the Vendor and Vendor's subcontractor are screened through the Federal Government's E-Verify system, found at www.dhs.gov/E-Verify. This is a "no fee" service.
- c. The Board shall bear no responsibility for monitoring the Vendor's compliance with said legal requirements. Vendor's violation of any of these laws, statutes, ordinances, rules or regulations constitutes a breach of this Contract and entitles the Board to terminate this Contract immediately upon delivery of written notice of termination to Vendor.
- d. In the event of conflict between this RFP and any of the General Terms and Conditions proposed by any Vendor or incorporated in any acknowledgement of contract awarded to the successful Vendor, then, and in such event, the terms and conditions stated herein shall take precedence unless modified in writing by the Director of Purchasing & Supply Services, Prince George's County Public Schools.
- e. The Parties agree that all other terms and conditions of the Agreement shall remain in full force and effect and shall only be amended in writing, signed by both parties.

24. EPA COMPLIANCE

Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

25. STATE OF MARYLAND CERTIFICATE OF GOOD STANDING

Vendor shall submit a State of Maryland Certificate of Good Standing or other State of Maryland issued documentation verifying the Vendor is in Good Standing with the Department of Assessment and Taxation of Maryland and/or registered to do business in the State of Maryland.

Certificates of Status may be obtained online at http://www.dat.state.md.us.



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This requirement applies to both Domestic and Foreign (out of state) Vendors. Foreign entities should contact the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, to determine and apply for the appropriate documentation.

- a. Vendor shall complete and submit an Appendix I, "State of Maryland Tax Certification", provide a current State of Maryland Certificate of Good Standing or other filing verifying the Vendor is in Good Standing with the Department of Assessments and Taxation of Maryland. Certificates of Status may be obtained online at http://www.dat.state.md.us. This requirement applies to both Domestic and Foreign Vendors (out of state).
- b. Foreign entities should contact the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, to determine and apply for the appropriate documentation.

26. PERSONAL IDENTIFIABLE INFORMATION (PII)

Personally Identifiable Information includes any information that can be associated with or traced to any individual, including an individual's name, address, telephone number, e-mail address, credit card information, social security number, or other similar specific factual information, regardless of the media on which such information is stored (e.g., on paper or electronically) and includes such information that is generated, collected, stored or obtained as part of this Agreement, including transactional and other data pertaining to users. The parties will comply with all applicable privacy and other laws and regulations relating to protection, collection, use, and distribution of Personally Identifiable Information. In no event may PII be sold or transferred to third parties, or otherwise provide third parties with access thereto. If there is a suspected or actual breach of security involving Personally Identifiable Information, the parties will notify each other within twenty-four (24) hours of a management-level employee becoming aware of such occurrence.

27. VENDOR PERFORMANCE EVALUATION

PGCPS will complete an annual evaluation of the supportive program and related services provided.



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PART VI: SPECIAL TERMS AND CONDITIONS

1. REQUEST FOR PROPOSAL

- a. DIRECTIONS: The Board of Education of Prince George's County (The Board) invites all interested and qualified vendors to submit proposals to this RFP in accordance with directions specified in the attached General Terms and Conditions and these Special Terms and Conditions.
- b. DEFINITIONS: For the purpose and clarity of this document only, "The Board" will mean The Board of Education of Prince George's County. Also, for the purpose and clarity of this document, "Vendor" will mean any reliable and interested broker, vendor, supplier, offeror, and/or manufacturer that wants to respond to this RFP.

2. GENERAL REQUIREMENTS

- a. AUTHORIZED DEALERS: If applicable, only authorized dealers may submit a proposal on requested equipment. At the discretion of The Board, a certificate, executed by the manufacturer, may be requested stating that the Vendor is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.
- b. INSPECTIONS: The Board reserves the right to have inspectors on the premises of the manufacturer during the process of manufacturing any products being furnished under this RFP for as long as may be considered necessary by The Board. All expenses of the inspectors shall be borne by The Board. The presence of the inspectors at the site of manufacture of the products shall not relieve the Awarded Vendor of responsibility for faulty workmanship of materials that may be discovered at any time after delivery and prior to final acceptance in accordance with the specifications. In case of factory inspection of items being manufactured for The Board, every facility shall be afforded inspectors by the manufacturers for the pursuance of their work.
- c. TYPES OF PURCHASES: These specifications are intended to cover the various types of purchases of equipment, materials, supplies, or services as shown to any or to each of the various public and charter schools, offices, or to any designated warehouse or warehouses in Prince George's County.
- d. SINGLE PRICE: Unless otherwise specified in the General Terms and Conditions table attached to this RFP, the Vendor will not be allowed to offer more than one price on each item even though the vendor may feel that it has two or more types or styles that will meet specifications. Vendors must determine which to offer. If said Vendor should submit more than one price on any item, all prices for that item will be rejected.
- e. AGGREGATE BIDS: Where provision is made on the cost proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of the Board. When an aggregate bid is requested, the unit prices for each item shall be identified in the response. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid or a combination of items will be permitted except as noted in the General Terms and Conditions.



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- f. MINIMUM REQUIREMENTS: Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Vendor shall call said conflict to the attention of the Board Director of Purchasing & Supply Services for a decision before proceeding with any work.
- g. USE OF BRAND NAMES: Brand names and model numbers are offered as a reference for Vendors as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted to be the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of the Board.
- h. PRODUCT OFFERED BY THE VENDOR: The product offered by the Vendor shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the contract, the Vendor shall offer to The Board a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and prices as the originally offered item.
- intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the drawings and specifications, as decided by the Director of Purchasing & Supply Services. Where the requirements of the specifications call for higher grades and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern. The successful Vendor, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to The Board, which would provide sufficient data to enable The Board to judge the Vendor's compliance with the specifications.
- j. DEVIATIONS TO SPECIFICATIONS: Any deviation from the specifications must be noted in detail by the Vendor, in writing, as a separate attachment to the response. The absence of a written list of specification deviations attached to the response will hold the Vendor strictly accountable to The Board to the specification as written. Any deviation by the Awarded Vendor from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.
- k. SUBCONTRACTORS: The Awarded Vendor shall give its constant personal attention to the faithful execution of this contract, shall keep the same under its own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of the Board. The Awarded Vendor shall provide the name of the subcontractor(s) it intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the specifications and/or the Director of Purchasing & Supply Services or his or her designee prior to any work performed. The information may be used in considering the potential performance capabilities of the subcontractor(s). The Awarded



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Vendor shall not, without prior written consent of The Board, assign any of the monies payable under the contract.

I. COOPERATIVE PURCHASING: The Board reserves the right to extend the terms and conditions of this solicitation to all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/Vendor agrees to notify the issuing body of those entities that wish to use any contract resulting from this proposal and will also provide usage information, which may be requested. A copy of the contract pricing and the proposal requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency <u>shall enter its own contract</u> with the Awarded Vendor(s) and this contract shall be binding only upon the principals signing such an agreement. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered <u>that</u> contract. Disputes must be resolved solely between the participating agency and the Awarded Vendor. The Board does not assume any responsibility other than to obtain pricing for the specifications provided.

m. CONFLICT OF INTEREST, LOBBYING AND ETHICS REVIEW PANEL

- In accordance with '15-811 through 15-815 of the State Government Article of the Annotated Code of Maryland, the Board of Education of Prince George's County has promulgated Ethics Policies, which cover conflict of interest, financial disclosure and lobbying. All Vendors are expected to comply with all Board Ethics Policies that may apply to them individually or as a business entity.
- All Vendors should review carefully the conflict-of-interest policies. Specific attention should be paid to the Board Ethics Policies (Board Policy 0107) prohibiting Prince George's County Public Schools employees from benefiting from business with the school system.
- All Vendors are placed on notice that all questions/interpretations concerning the Board Ethics Policies may be submitted to the Ethics Review Panel in accordance with Board Policy 0107.

3. PRICES

- a. UNIT PRICES: Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the RFP. All unit prices on items shall be completed on the bid sheet(s). In case of error in extension of prices in the bid response, the unit price shall govern.
- b. UNITS OF MEASURE: Wherever The Board indicates the unit of measure required and the Vendor's price is based on a different unit of measure, it shall be at the sole discretion of The Board to determine whether the Vendor's price will be recalculated. The Board will not accept any bids with Vendor escalator clauses, unbalanced figures, or irregular features.



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- c. DELIVERY CHARGES: All prices shall include FOB Destination.
- d. CASH DISCOUNTS: Cash discounts will not be taken into consideration in determining a contract award. All discounts, other than prompt payment, are to be included in the bid price.
- e. PRICE REDUCTIONS: The Board reserves the right to accept price reductions from the Awarded Vendor during the term of this contract to occur no less than thirty (30) days from the approval of the contract.
- f. TAXES: The Board is exempt from the payment of the Maryland Sales Tax (Tax Exempt Number 30002539) and Federal Excise Tax (Tax Identification Number 52-2064-235). Prices quoted shall not include State Sales and Use Tax or Federal Excise Tax.

4. ITEM DELIVERY

- a. GENERAL DELIVERY REQUIREMENTS: All materials, supplies, and equipment for The Board shall be delivered F.O.B. Destination. All deliveries must be inside the building. Delivery hours shall be Monday through Friday except for holidays, to offices between 7:00 a.m. and 2:00 p.m. unless coordinated with the Building Supervisor. The Awarded Vendor(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc., from the premises after delivery and set up of any furniture and equipment. Drivers must be bonded, have a clean driving record and have the appropriate training to handle hazardous items. Vendors will have the ability (including all applicable permits and licenses) to handle all types of shipments ranging from letters to multi-carton shipments, including bulky and fragile items. Delivery must include a current MSDS for each hazardous chemical or chemical compound delivered or used by the Vendor at a The Board worksite. The Awarded Vendor shall be liable for the full replacement value of any delivery item lost or damaged.
- b. SPECIAL DELIVERY INSTRUCTIONS: Special Instructions for delivery dates, delivery of heavy equipment, materials or machinery requiring special handling, to schools/sites under construction and/or renovation, or refrigerated goods will be defined in General Terms and Conditions.
- c. PACKING: All materials must be securely packed in accordance with accepted trade practices. The Board Purchase Order number must be plainly visible on the exterior of each container. A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information: Purchase Order Number, Vendor Name, Name of the Article, Item Number, Quantity, and Delivery Location (Example: ABC Elementary School Library) and Bid/Contract Number. Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.
- d. SAFETY REQUIREMENTS: The Awarded Vendor shall provide all equipment and machinery furnished and delivered to The Board complying with the Safety regulations as required by OSHA and the Maryland State Safety Health Act known as MOSHA. The Vendor shall sign the safety section, if attached in the bid response, certifying that the regulations for the type of equipment furnished shall meet all regulations applying to this type of equipment meeting the CFR-1910 OSHA Standard. The Vendor shall submit Material Safety Data Sheets (MSDS) for all items



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awarded to that vendor provided under the terms of this bid in accordance with OSHA Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. Prior to delivery of the items awarded, the vendor must submit MSDS sheets to: Board of Education of Prince George's County, Director of Safety, 13300 Old Marlboro Pike, Upper Marlboro, Maryland 20772.

5. GUARANTEE AND WARRANTIES

- a. GENERAL REQUIREMENTS: Payment shall be based upon acceptance of goods or services by The Board. Vendor expressly warrants that: (a). The merchandise to be furnished and services performed will be free from defects in material and workmanship and will be in full conformity with the specifications, drawings, representation, or sample; that this warranty shall survive acceptance and payment of the merchandise; and that the Vendor will bear the cost of inspection of all goods and services rejected. (b). The Vendor hereby provides a warranty of authorization as to all goods and services. (c). The goods or services furnished must be or have been mined, manufactured, or produced in full compliance with at least the minimum conditions required under the Fair Labor Standards Act of 1938, as amended, and all other applicable local state and federal laws, rules, and regulations to include Department of Transportation (DOT), Food and Drug Administration (FDA) regulations, and the Equal Opportunity Clause contained in Executive Order 11246, as amended. If applicable to the goods or services purchased herein, vendors must also be in full compliance with the Workplace Hazardous Materials Information System (WHMIS) legislation and maintain a written Hazard Communication Plan.
- b. Awarded Vendor, its employees, agents, volunteers, and Vendors who may have contact with students must be in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code. All costs thereof shall be borne by the Vendor.
- c. GUARANTEE PERIOD: The Vendor shall unconditionally guarantee all services, materials, and workmanship of all furniture, goods, and equipment furnished by it for a period of one year from the date of acceptance, i.e., delivery and installation, unless a longer period of warranty is specified in the General Terms and Conditions attached to the IFB.
- d. FURNITURE AND EQUIPMENT (N/A): If within the guaranteed period, any defects or signs of deterioration are noted, which in the opinion of The Board are due to faulty design and installation, workmanship or materials, upon notification, the Vendor, at its expense, shall repair or adjust the equipment or parts to correct the condition, or it shall replace the part or entire unit to the complete satisfaction of The Board. These repairs and/or replacements shall be made at such times as will be designated by The Board to avoid any interruption to the instructional programs.
- e. OFFICE EQUIPMENT (N/A): Vendor agrees to provide on-site service of equipment within eight (8) hours of notification by school system personnel. Loaner equipment shall be supplied, free of charge, during the warranty period if the office equipment cannot be repaired within three (3) working days.
- f. OTHER EQUIPMENT (N/A): Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to General Terms and Conditions for requirements on specific equipment.



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g. MANUFACTURER'S AGENT: The Vendor shall act as the manufacturer's agent for all warranty claims.

6. ANNULMENTS AND RESERVATIONS

- a. RIGHT TO REJECT: The Board reserves the right to exercise its statutory option to reject any or all bids and re-advertise for other bids. The Board reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and the Board also reserves the right not to order any items(s) within the specification.
- b. WAIVER OF TECHNICAL DEFECTS: The Board reserves the right to waive technical defects, if in its judgment the interest of The Board shall so require.
- c. CONTRACT RESERVATIONS: The Board reserves the right to annul any contract if, in its opinion, there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon The Board materials, products and/or workmanship inferior to that required by the Vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of The Board to damages for the breach of any covenant of the contract by the Vendor(s). Should the Vendor(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond its control, including, but not limited to, Acts of God, war, flood, governmental restrictions, or the inability to obtain transportation, The Board reserves the right to purchase the required articles in the open market or to complete the required work at the expense of the Vendor(s). Should the Vendor be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond its control, including but not limited to Acts of God, war, flood, governmental action, or the inability to obtain transportation, The Board reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.
- d. AUTHORITY TO DEBAR OR SUSPEND: The Director of Purchasing & Supply Services shall have the authority to debar a person or company for cause from consideration for award of contracts

7. TERMINATION OF CONTRACT

- a. TERMINATION FOR NON-APPROPRIATION OF FUNDS: The Board may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Vendor. The Board shall pay for all the purchases, if any, incurred up to the date of the termination notice.
- b. TERMINATION FOR DEFAULT: When the Vendor has not performed or has unsatisfactorily fulfilled the contract, payment shall be withheld at the discretion of The Board. Failure on the part of a Vendor to fulfill contractual obligations shall be considered just cause for termination of the



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contract, and the Vendor is not entitled to any costs incurred up to the date of termination. In the event of a default by the vendor, this Contract may be terminated.

- c. TERMINATION FOR CONVENIENCE: The Board has the right to terminate this Agreement at any time, without any liability, upon five (5) days prior written notice to Vendor, if Vendor shall be compensated for services rendered prior to the date of termination.
- d. Each participating jurisdiction and/or local educational agency (LEA) public school district has the right to withdraw from the terms of the contract without showing cause, by providing thirty (30) calendar days' written notice to the vendor(s). The participating jurisdiction/ LEA shall pay all reasonable costs incurred by the vendor(s) up to the date of termination. The vendor(s) shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.
- e. Language to support Termination for Convenience by the vendor(s) shall be so stipulated in the contract document between jurisdiction/ LEA and the vendor(s). Such language, when included, shall take precedence over the language of this specification.

8. GOVERNING LAW & VENUE

a. The RFP shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such IFB shall be filed in the Circuit Court of Upper Marlboro, Maryland.

9. CONTRACT TERMS AND CONDITIONS

- b. SUBMISSION OF INVOICES: Supplier agrees to accept the line-item price on the purchase order as final payment. All invoices are to be submitted promptly showing Purchase Order number, cost breakout to include labor rate (hours) and material (cost and markup), and name and address of recipient and mailed to Board of Education of Prince George's County, Accounts Payable Office, Room 14201 School Lane, RM 130 Upper Marlboro, Maryland 20772 (unless otherwise noted).
- c. INCORRECT INVOICES: Incorrect invoices will be returned for correction or paid in accordance with the purchase order. Each invoice shall identify the Board Contract Number, Purchase Order Number, line-item number and item descriptions or services shall be listed in the same order as on the Bid and/or Purchase Order.
- d. PARTIAL PAYMENTS: Payment in full will only be made upon final acceptance of items as shown on the Purchase Order. Partial payments are permissible.
- e. LATE SUBMISSION OF INVOICES: The parties acknowledge and agree that the Vendor's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided. If invoices are submitted one calendar year after the Vendor's services have been rendered or the last date



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when goods and materials were accepted by the Board, then the Board shall have no obligation to pay for the stale invoices.

- f. CONFIDENTIALITY: Vendor acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of the Board. A vendor and its employees, agents, volunteers and Vendors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws. Additionally, Vendor shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Vendor and The Board for the mutual disclosure of such records by and among the Vendor, The Board and The Board' employees, agents, volunteers and Vendors.
- g. INDEMNIFICATION: Vendor shall indemnify, defend, and hold harmless the Board of Education, CEO and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the Board and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of direct or indirect, willful, or negligent act or omission of the Vendor or its employees, agents, or volunteers.
- h. NON-ASSIGNABILITY: This contract shall not be assigned, or services subcontracted in whole or in part without the written consent of the Board. Any attempt to do so without such written consent shall be null and void of no effect.
- i. INDEPENDENT VENDOR: Vendor is furnishing its goods and/or services hereunder as an independent Vendor, and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship.
- j. GENERAL RECORDS CLAUSE: Vendor's contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and/or audit by the Board and made available by the Vendor to the Board and/or its designated agents at any time upon reasonable prior notice, during performance under this Contract and for a period of four (4) years after final payment or such longer period of time as required by law or rule or regulations.
- k. SOLE AGREEMENT: This Contract constitutes the sole agreement between the parties hereto and no amendment, modification or waiver of any of the terms and conditions hereof shall be valid unless in writing and executed by both parties. Any prior verbal agreements or bids shall not be considered a part of this Contract.
- I. PROTECTION OF PROPERTY: Vendor will use reasonable care to avoid damaging existing buildings, equipment, and property at The Board sites and all material furnished by The Board ("Property"). If the Vendor's failure to use reasonable care causes damage to any property, the Vendor must replace or repair the damage at no expense to the Board as directed by the



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Contracting Officer. If the Vendor fails or refuses to make such repair or replacement, the Vendor will be liable for the cost, which may be deducted from payments due to the Vendor.

m. PUBLIC STATEMENTS: Vendor shall not use or reference the Name or Emblem of The Board Of Education of Prince George's County in issuing any press releases or otherwise making any public statement with respect to this Contract (unless such press release or statement is required by applicable law regulation or the requirements of any listing agreement with any applicable stock exchange) without the prior written consent of The Board, which consent will not be unreasonably withheld. Purchase by the Board of any articles, material, merchandise, or service does not imply that the Board has either adopted or endorsed the product of service, and the use by any manufacturer, Vendor, merchant or other person of the name or emblem of the Board in any advertisement that they are furnishing products or services is not authorized. The unauthorized use of the name or emblem of the Board is prohibited by the United States Criminal Code - Section 706.

10. CHANGES IN TERMS OR DELIVERY

After award of individual contracts, any questions or correspondence related but not limited to the following matters must be directed to the PURCHASING OFFICE, BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983, in writing:

In the event of strikes, Acts of God, or other circumstances beyond the Vendor's control which prevent completion of service or delivery, the Vendor must secure temporary contractual relief. The circumstances and duration must be stated by the Vendor in writing and be forwarded to the PURCHASING OFFICE within ten (10) days after their development. Contractual relief shall be only that which is acceptable to and in agreement with the PURCHASING OFFICE, for those goods and services which are necessary for the day-to-day needs of the BOARD. **Please Note: ALL OVERTIME MUST BE APPROVED IN ADVANCE.**

11. TIME FOR FILING

- a. A protest based upon alleged improprieties in a solicitation that are apparent before bid opening or the closing date for receipt of initial proposals shall be filed before bid opening or the closing date for receipt of initial proposals. For procurement by competitive sealed proposals, alleged improprieties that did not exist in the initial solicitation, but which are subsequently incorporated in the solicitation shall be filed not later than the next closing date for receipt of proposals following the incorporation.
- b. In cases other than those covered in §A, protests shall be filed not later than 7 days after the basis for protest is known or should have been known, whichever is earlier.
- c. The term "filed" as used in §A or §B means receipt by the procurement officer. Protesters are cautioned that protests should be transmitted or delivered in the manner that shall assure earliest receipt. A protest received by the procurement officer after the time limits prescribed in §A or §B may not be considered.



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d. If a solicitation permits filing of a protest by electronic means, a protest is received when it is delivered to the location and within the time limits specified in the solicitation.



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PART VII: FINANCIALS/COST PROPOSAL & PRICING

1. FINANCIAL PROPOSAL - CRITICAL

Respondents shall submit all costs in a separately sealed envelope. Respondents shall complete **Attachment A – Cost Proposal** and submit in a separately sealed envelope. Proposals received in an altered format may be considered non-responsive and ineligible for award.

Pricing must be fully loaded and inclusive of all Respondent's staff costs, administrative support costs, supplies, office supplies, pagers, cell phones, parking fees, meals, lodging, rents, mileage, travel expenses, training, items consumed, utilized, and/or required by Respondent's staff or subcontractor's staff. Unless otherwise specified, all hardware and software, audio and video materials deemed necessary by the Respondent shall be included in the proposed costs.

Items or costs required to provide the services and deliverables as proposed, but not identified in the Respondent's pricing proposal will be the sole responsibility of the Respondent and will be provided as identified.

The Board of Education expects Respondents to offer a complete, viable solution. Solutions offered in response to this RFP shall not be contingent upon the purchase of additional optional services that may be offered.

2. PRICING

All offers proposed must include extremely detailed cost benefits for going to new ERP SaaS Cloud solution that is being proposed. This must include projected upgrade/migrate timing and cost for at least a ten (10) year time frame. Full costs associated with support and maintenance for the next then (10) years must also be included. This must be a detailed polished presentation type submittal that is ready for the school district's top echelon's review. Proposal responses must include graphics, real time numbers, and clear cost-savings on the PGCPS project. All pricing information must be detailed and submitted in the Pricing Proposal Response. Do not include this information in the Technical Proposal Response.

2.1 Payment Structures - Detailed

PGCPS shall authorize all services under the terms of this contract by means of a Purchase Order (PO) document issued by the PGCPS Office of Purchasing. However, PGCPS will remit payment based upon a milestone-based payment basis with retrospective invoicing. Vendor should propose payment schedules/structures that align with the agreed upon project milestones that may be negotiated. The payment structure will ensure that work completed a few weeks ago to which payment is being requested corresponds with the payment requested for that specific milestone.

For audit purposes, payments will only be considered after the successful completion and approval of the previous milestone, creating a natural NET 30 payment schedule between the actual work progress and the corresponding payment. With emphasis on industry's



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best practices and drawing on the vendors' prior ERP SaaS Cloud solution implementation, vendors should present at least three (3) different milestone-based payment schedules/structures. These structures should be designed on the principle that PGCPS will only make payment for work that has been completed and approved not including current in progress project milestones or work. The structure/schedule should include weekly, monthly, quarterly and yearly breakdown totals for the duration of the entire project, covering all phases.

PGCPS usually pays NET 30. However, in the extremely rare cases that payment isn't received by NET 30, vendors are not authorized to assess PGCPS penalties, interest, or late fees. Any payment delays will be properly investigated by PGCPS and appropriate actions taken to rectify what caused the delay.

2.2 Pricing Options

Implementers should provide their best prices for each option included in this section. It is imperative that the vendor's response provide detailed line-item pricing and descriptions.

Line-item detailed pricing proposals shall have all four (4) Options as included in this section. If a vendor and/or its subcontractors doesn't offer certain services in the option, please leave that service blank in the response and label as "service not offered". It is imperative to include detailed individual pricing on the vendor responsibilities items e.g Price for A, price for B, and then cumulative total, etc.



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Pricing Options	PGCPS Responsibility	Vendor Responsibilities
Pricing Option 1	N/A	 Quote for providing items A, B and C Vendors propose and sell/resell new ERP SaaS Cloud software, and provide Implementation Cost, and 1 year Post Go Live Ultra-HYPERCARE Support. A. Vendor Propose and sell/resell a new ERP SaaS Cloud solutions software subscription being proposed. This must include annual software subscription prices in detail. This must include all charges whether core or add on components B. Detailed all-inclusive implementation package for all 3 ERP SaaS Cloud Solution Pillars, covering everything necessary to ensure the success of the ERP Modernization initiative. Pricing should also be broken down by each pillar and by milestone with associated fixed cost. C. One (1) year Post Go-Live Ultra-HYPERCARE Support a. Implementer handles incident response and own all issues until resolution is achieved b. Support team is available without having to put in Support Ticket. Note: "To be determined", "TBD", and "Estimated" will not be evaluated. All associated costs must be all inclusive of
Pricing Option 2	PGCPS may choose to purchase ERP SaaS Cloud solution Subscription licenses as a stand-alone purchase from a vendor, following a phased or staggered licensing approach. This means that, to save costs and avoid having too many unused licenses during implementation, licenses will be acquired incrementally as the implementation progresses rather than all at once.	 Quote for providing items B and C Vendor Implementation Cost and 1 Year Post Go-Live Ultra-Hypercare Support. A. N/A B. Detailed Pricing for Vendor providing allinclusive Implementation package for all 3 ERP SaaS Cloud solution Pillars, covering everything necessary to ensure the success of the ERP Modernization initiative. Pricing should also be broken down by each pillar. C. 1 year Post Go-Live Ultra HYPERCARE Support a. Implementer handles incident response and own all issues until resolution is achieved



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b. Support team is available without
having to put in Support Ticket.
Note: "To be determined", "TBD", and
"Estimated" will not be evaluated.
All associated costs must be all inclusive of
every travel and other expenses.

One Year Ultra-Hypercare Support - Vendors are required to fully explain their Go Live Hypercare methodology, how they diagnose and handle issues as well as escalation processes.

2.3 Cost Proposal

Vendors shall submit their price proposal that includes pricing for all products and services identified in the proposal. If any components of the proposal are "optional" and not included in the summary or total price, those features shall be clearly labeled as "optional" in the proposal. All "optional" items not included in the total price shall identify a price separately.

2.4 Price Protection

The organizations will require "price protection" for a minimum of three (3) years from the effective date of the agreement for additional users and modules that are listed in the proposal but are not initially purchased. As such pricing shall remain flat during this period.

2.5 Restrictions on Growth

The organization requires that any proposed licenses or fees to access the software be adequate to allow the organizations to use the system unrestricted for all business purposes of the organizations as well as their respective agencies, departments, and other third-party entities listed in this RFP. The organizations will not be subject to expansion fees, additional license purchases, or fees for additional users, increases in organizations' employee count, budget size, population size, or data storage requirements for a period of ten (10) years from the effective date of the agreement.

2.6 Non-reimbursable Expenses

The following expenses are not allowable for reimbursement and should not be included in firm fixed price: Alcoholic Beverages, Personal Phone Calls, Self-entertainment Activities (i.e. pay TV, movies, night clubs, health clubs, theaters, bowling), Personal expenses (i.e. laundry, valet, haircuts), Personal Travel Insurance (i.e. life, medical, or property insurance) for air fare or rental cars), Auto Repairs, Maintenance and Insurance costs for Personal Vehicles, and Travel Expenses incurred to obtain or maintain training and/or certificates that are not associated with an employee's job requirements.



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APPENDIX A – PROPOSAL AND ADDENDA ACKNOWLEDGEMENT (TO BE SUBMITTED IN ENVELOPE II) RFP PUR-26-009 EPPENSE RESOURCE BLANNING (ERR) \$228 CLOUD SOFTWARE ACCU

ENTERPRISE RESOURCE PLANNING (ERP) SaaS CLOUD SOFTWARE ACQUISITION, IMPLEMENTATION, AND SUPPORT SERVICES

Note: When submitting your bid, please use this page as a cover sheet for your proposal.

In compliance with your invitation for Vendors, the undersigned proposes to furnish and deliver all labor and materials in accordance with the accompanying specifications and "Instructions and General Conditions" for the price as listed on the enclosed Proposal Sheet(s).

I/We certify that this bid/proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation submitting a bid/proposal for the same goods/services and is, in all respects fair and without collusion or fraud; that none of this company's officers, directors, partners or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of Prince George's County, Administrative or Supervisory Personnel or other employees of the Prince George's County Public Schools, has any interest in the bidding company except as follows:

COMPANY:				
dba:				
REGISTERED MARYLAND VENDOR NUMBER:				
FEDERAL IDENTIFICATION:	DATE:			
The undersigned has familiarized themselves with the conditions affecting the work, the specifications and is legally authorized to make this proposal on behalf of the Vendor listed above.				
NAME (please print):	TITLE:			
SIGNATURE OF ABOVE:				
ADDRESS:				
TELEPHONE #	FAX:			
E-MAIL ADDRESS (for correspondence):				
E-MAIL ADDRESS (for receiving Purchase Orders):				

The above-signed company/firm acknowledges the receipt of the following addenda for the above-referenced solicitation. Vendor must sign below to acknowledge receipt for each Addendum. Vendors are



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directly responsible for obtaining updates, changes or addendums either from eMMA web-page or by contacting the Purchasing Office for instruction.

Vendor Name:		
Name and Title:	on behalf of the Compar	
Addendum No. 1		-
	Signature	
Addendum No. 2		<u>-</u>
	Signature	
Addendum No. 3		_
	Signature	
Addendum No. 4		_
	Signature	
Addendum No. 5		_
	Signature	-

END OF APPENDIX A



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APPENDIX B – PAST PERFORMANCE AND REFERENCES (TO BE SUBMITTED IN ENVELOPE II) RFP PUR-26-009

ENTERPRISE RESOURCE PLANNING (ERP) SaaS CLOUD SOFTWARE ACQUISITION, IMPLEMENTATION, AND SUPPORT SERVICES

Vendors shall provide information on past and current experience with rendering services similar in size and scope to those in this RFP. This description shall include:

- 1. Summary of the services offered including the number of years the Vendor provided these services; the number of clients and geographic locations the Vendor currently serves, etc. and has served; and if a past customer, why the Vendor is no longer providing services
- 2. The Vendor shall have experience with work of a similar type and size to PGCPS and such experience shall be based upon projects that have been completed by the Vendor within the last five years. Vendor shall provide three (3) recent past performance references from its customers who can document the following: a) the Vendors' ability to manage similar contracts, b) the quality and breadth of services provided by the Vendor under similar contracts.
- **3.** Vendors shall provide information on any license(s), certifications, and training the staff may have achieved that is relevant to the RFP.

RECENT/PAST PERFORMANCE REFERENCES

	lame:
	e(s)of services
• Con	tract Awarded Value:
• Des	cribe Scope of Work Performed:
• Des	cribe Size of Project (Qualitative or Quantitative)
• Des	cribe Level of Complexity
Contact	t Name & Title:
Addres	s:
Phone I	No:
Email A	ddress:



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APPENDIX C - NON-COLLUSION CERTIFICATE (TO BE SUBMITTED IN ENVELOPE II) RFP PUR-26-009

ENTERPRISE RESOURCE PLANNING (ERP) SaaS CLOUD SOFTWARE ACQUISITION, IMPLEMENTATION, AND SUPPORT SERVICES

I	HEREBY CERTIFY that I am the	and	the duly authorized
re	epresentative of		whose
а	ddress is		and
	THAT NEITHER I nor, to the best of my kn any of its other representatives I here repre	•	elief, the above firm nor
(a)	Have agreed, conspired, connived or collud compilation of the RFP or offer being submi		ow of competition in the
(b)	Have in any manner, directly or indirectly collusion to fix the RFP price or price Bid of otherwise taken any action in restraint of fre for which the within RFP or offer is submitted.	of the Vendor or Vendor here e competitive bidding in conn	in or any competitor, or
	n making this affidavit, I represent that I have tated.	personal knowledge of the m	natters and facts herein
Si	gnature of:		
	XOfferor, if the offeror is an individual	_ X Partner, if the offeror	is a partnership
	XOfficer, if the offeror is a corporation	_	
	Subscribed and sworn before me this		, 20
	X	_	
	Notary Public	My commission expir	res



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APPENDIX D - DEBARMENT AFFIDAVIT (TO BE SUBMITTED IN ENVELOPE II)

RFP PUR-26-009

ENTERPRISE RESOURCE PLANNING (ERP) SaaS CLOUD SOFTWARE ACQUISITION, IMPLEMENTATION, AND SUPPORT SERVICES

	be	ing first duly sworn o	deposes and says that he is an
officer in the		and the party	making a certain proposal for
RFP dated,	20, to the Board of Ed	ucation of Prince Ge	eorge's County:
business, or any or performing cont a limited denial of providing the date proceedings, the rethe business, the g	of its officers, directors, partners, racts with public bodies, has ever participation) by any public entity, so of the suspension or debarmer name(s) of the person(s) involved	or any of its employ been suspended or except as follows (lint, the name of the part and their current pension, and the det	formation, and belief, the above tees directly involved in obtaining debarred (including being issued st each debarment or suspension bublic entity and the status of the positions and responsibilities with ails of each person's involvement ():
to evade the appli the State Finance not a successor, a	cation of or defeat the purpose of and Procurement Article of the A	of debarment pursua Innotated Code of M a suspended or deb	not operate in a manner designed int to Sections 16-101, et seq., of laryland; and (2) The business is arred business, except as follows ithout qualification):
In making this affic	lavit, I represent that I have perso	onal knowledge of th	e matters and facts herein stated.
Signature of:			
X Offeror, i	f the offeror is an individual	_ X _ Partner, if t	he offeror is a partnership
X Officer, if	the offeror is a corporation	_	
Subscrib	ed and sworn before me this	day of	, 20
x			
Notary P	ublic	My commis	sion expires



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APPENDIX E - ANTI-BRIBERY AFFIDAVIT (TO BE SUBMITTED IN ENVELOPE II) RFP PUR-26-009

ENTERPRISE RESOURCE PLANNING (ERP) SaaS CLOUD SOFTWARE ACQUISITION, IMPLEMENTATION, AND SUPPORT SERVICES

I HEREBY CERTIFY that I am the _____ and the duly authorized representative of the firm of

whose address is	, and that I possess the legal authority to make this		
affidavit on behalf of myself and the firm for which I am acting. Except as described below, neither I, nor to the best of my knowledge, the firm, nor any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1997, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government. (State "none" or, as appropriate, list any conviction, please, or admission described in paragraph above, with the date; court, official, or administrative body; and the sentence or disposition, if any.)			
I acknowledge that this affidavit is to be furnished to the requesting agency, to the Secretary of Budget and Fiscal Planning of Maryland, and, where appropriate, to the Board of Public Works and the Attorney General under 16-202, S.F. of the Annotated Code of Maryland. I acknowledge that if the representatives set forth in this affidavit are not true and correct, the State may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with 16-203, S.F. of the Annotated Code of Maryland, which provides certain persons who have been convicted or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation or law or after a hearing, from entering contracts with the State or any of its agencies or subdivisions.			
I do solemnly declare and affirm under the pare true and correct.	penalties of perjury that the contents of this affidavit		
Signature of: X Offeror, if the offeror is an individual	X Partner, if the offeror is a partnership		
X Officer, if the offeror is a corporation			
Subscribed and sworn before me this da	y of, 20		
X Notary Public	My commission expires		



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APPENDIX F - CERTIFICATE OF INSURANCE COVERAGE (TO BE SUBMITTED IN ENVELOPE II) RFP PUR-26-009

ENTERPRISE RESOURCE PLANNING (ERP) SaaS CLOUD SOFTWARE ACQUISITION, IMPLEMENTATION, AND SUPPORT SERVICES

The successful Vendor will be required to provide insurance coverage as shown in General Conditions of RFP and Contract, prior to beginning any work. This insurance coverage must be maintained throughout the life of the contract. PROOF THAT COVERAGE IS EITHER CURRENTLY IN PLACE OR WILL BE PROVIDED MUST BE SUBMITTED WITH THE PROPOSAL.

This can be done by one of the two following methods:

• Complete form "CERTIFICATION OF INSURANCE COVERAGE" (OR) Submit a Certificate of Insurance on a form provided by your Insurance Agent.

This form must include the following clauses:

- The Board of Education of Prince George's County is hereby named as Additional Insured.
- The policy(s) cannot be reduced or canceled without at least forty-five (45) days' prior written notice to The Board of Education of Prince George's County.
- The insurance company is prohibited from pleading government function in the absence of any specified written authority from The Board of Education of Prince George's County.
- The policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.
- Regardless of the method used, the form MUST be totally complete, MUST show that all Limits of Insurance are or will be met, and MUST be signed by the Agent.
- Failure to provide the required insurance coverage by either of the two (2) methods described above when the RFP is submitted may result in rejection of your RFP as being non-responsive.



PURCHASING AND SUPPLY SERVICES

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IF YOU ARE UNABLE TO PROVIDE A CERTIFICATE OF INSURANCE FROM YOUR INSURANCE COMPANY, YOU MUST COMPLETE THE FORM BELOW:

VENDOR I	NAME:				
ADDRESS	::				
NAME OF	NAME OF SURETY: (TYPE OR PRINT)				
NAME OF	AGENT: (TYPE OR PRI	NT)			
AGENT'S	PHONE NO:				
TYPE OF COVERAGE	MINIMUM REQUIRED LIMITS	POLICY OR BINDER NUMBER	ACTUAL LIMITS PROVIDED	EXPIRATION DATE	
COMMERCIAL GENERAL LIABILITY OCC	\$1,000,000				
COMMERCIAL GENERAL LIABILITY AGG	\$3,000,000				
BUSINESS AUTOMOBILE LIABILITY	\$1,000,000 PER OCCURRENCE				
WORKMAN'S COMP	MARYLAND STATE MINIMUM COMPENSATION STATUTORY				
() LIMITS ON ABOVE POLICY WILL BE INCREASED () ABOVE POLICY NOW IN EFFECT					

() POLICY WILL BE OBTAINED/ISSUED ON



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The following additional clauses will be considered a part of the above policy(s), the same as if specifically written therein, as pertains to the above stated contract.

- The Board of Education of Prince George's County is hereby named Additional Insured.
- The policy(s) cannot be reduced or canceled without at least forty-five (45) days prior written notice to the Board of Education of Prince George's County.
- The insurance company is prohibited from pleading government function in the absence of any specific written authority by the Board of Education of Prince George's County.
- The policy(s) will be automatically included and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.
- The Board of Education of Prince George's County is hereby granted authority to contact the agency directly to confirm Board of Education of Prince George's County information or obtain copies of certificates of insurance. The Board of Education of Prince George's County bears no responsibility for premiums or other cost of insurance. If policy(s) is not currently in effect, it will be written immediately upon notice of award, and a copy of the binder or certificate will be sent directly to the Board of Education of Prince George's County. A properly executed copy of this document shall be legally binding as a Carrier Certificate of Insurance Form.

The below signed hereby certifies that the following information provided is true and correct.

Signature of:		
x	X	
(AUTHORIZED AGENT'S SIGNATURE)	(DATE)	_

END OF APPENDIX F



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APPENDIX G - FINANCIAL PROPOSAL TERMS (TO BE SUMBITTED IN ENVELOPE II) RFP PUR-26-009

ENTERPRISE RESOURCE PLANNING (ERP) SaaS CLOUD SOFTWARE ACQUISITION, IMPLEMENTATION, AND SUPPORT SERVICES

Company Name: Address:			
Phone Number:			
TO: Board of Educ	ation of Prince George's C	County	
ENTERPRISE RESO Implementation, and	URCE PLANNING (ERP) I Support Services to the cope of Work, General Ter	e and maintain) RFP PUR-26-009 SaaS Cloud Software Acquisition, Board of Education of Prince George's Countries and Conditions, and Special Terms and	ıty
Instructions: Each vendor shall pro Cost Proposal Form		d material discount as listed on Attachment .	A –
Sundries for The Boar		materials necessary to provide Paint and Pa George's County in accordance with the attach nentation.	
Signature of:			
X_ (AUTHORIZED AGE	ENT'S SIGNATURE)	X(DATE)	
(NAME)		(EMAIL)	



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APPENDIX H - MBE FORM (TO BE SUBMITTED IN ENVELOPE II) RFP PUR-26-009

ENTERPRISE RESOURCE PLANNING (ERP) SaaS CLOUD SOFTWARE ACQUISITION, IMPLEMENTATION, AND SUPPORT SERVICES

This document must be completed by All Vendors, signed in blue ink by an authorized company official & submitted with your bid response.

Prime Vendor Name:			
Address:			
Phone Number: Fax Number: Email Number:			
Ref Proposal#			
	FOR LOCALLY BASE	D MINORITY USE ONLY	
LOCALLY BASED MINORITY BUSINESS TYPE (check as applicable):			
PGC MBE PGC MWI	E MD MBE	MD MWE	
IF YOU ARE A LOCALLY INFORMATION:	BASED MINORITY BU	JSINESS, PROVIDE CERTIFICATION	
P.G. COUNTY GOVERNM	MENT: Certification No.	.i	
MD. STATE DEPT. OF TRANSPORTATION: Certification No.:			



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APPENDIX I – STATE OF MARYLAND TAX CERTIFICATION (TO BE SUBMITTED IN ENVELOPE II) RFP PUR-26-009

ENTERPRISE RESOURCE PLANNING (ERP) SaaS CLOUD SOFTWARE ACQUISITION, IMPLEMENTATION, AND SUPPORT SERVICES

At the time of proposal or bid for a State procurement contract of \$10,000 or more is submitted, the Vendor or bidder shall certify to the procurement officer that the Vendor or Bidder has paid all taxes, unemployment insurance contribution, reimbursement payments, and interest not barred by limitations and payable to the comptroller, the Department of Assessments and Taxation or the Department of Economic and Employment Development or has provided for payment in a manner satisfactory to the unit responsible for collection; and if the Vendor or Bidder is a vendor of tangible personal property, the Vendor or Bidder possesses a valid sales and use tax license under Title 11, Subtitle 7 of the Tax General Article.

I acknowledge that this certificate is to be furnished to the requesting agency, and to the Comptroller of the Treasury, Sales and Use Tax Division under 13-222, S.F. of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this certificate are not true and correct, the State may terminate any contract awarded and take any other appropriate action.

I do solemnly declare and affirm under the penalties of perjury that the contents of this certificate are true and correct.

Signature	Date	
Name (please type or print)		
Witness Signature	Date	
Name (please type or print)		



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APPENDIX J – CERTIFICATION OF COMPLIANCE (TO BE SUBMITTED IN ENVELOPE II) RFP PUR-26-009 ENTERPRISE RESOURCE PLANNING (ERP) SaaS CLOUD SOFTWARE ACQUISITION, IMPLEMENTATION, AND SUPPORT SERVICES

All Contractors, subcontractors or vendors must abide by PGCPS Board policies and regulations while working on PGCPS property.

Maryland Law requires that any person who enters a contract with a county board of education may not knowingly employ an individual to work at a school (or PGCPS facility) if the individual is a registered sex offender. Please reference §11-113 of the Criminal Procedure Article of Maryland Code for penalty.

Be advised that individuals who are registered sex offenders are not eligible to work on any PGCPS project. The Vendor must initially check the Maryland Department of Public Safety & Correctional Services' MARYLAND SEX OFFENDER REGISTRY and search for the name of any employee to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well.

In the event that a registered sex offender is discovered to be working on a PGCPS project, whether through employment by the prime Contractor, subcontractor or vendor, the site superintendent will immediately remove the individual from the premises and permanently terminate his work assignment. PGCPS may terminate this contract as a result if the Contractor is unable to demonstrate he has exercised care and diligence in the past in checking the Maryland registry.

Effective July 1, 2015, amendments to §6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor or vendor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:

A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code. Child sexual abuse under §3-602 of the Criminal Law Article of the Maryland Code or any other State; or a crime of violence as defined in §14-101 of the Criminal Law Article of the Maryland Code or any other State.

With the passing of Maryland Law MD. Code, Educ. 6-113.2, employers of all contracted staff must obtain background information relating to child sexual abuse or sexual misconduct. This means that all contracted staff having direct contact with students must meet all of the PGCPS and Maryland State Department of Education (MSDE) requirements before doing business with PGCPS. See: Maryland State Department of Education Website; House Bill 486 Child Sexual Abuse and Sexual Misconduct Prevention; MSDE Guidelines For MD. Code, Educ. 6113.2; and Employment History Review Form for Child Abuse and Sexual Misconduct for additional information.

In addition, there has been no change to the current PGCPS requirement, that all contracted staff who have contact with students are required to be fingerprinted in order to obtain a criminal background check. Fingerprints and background checks are still an enforced PGCPS requirement.



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Under recent amendments to §5-561 of the Family Law Article of the Maryland Code, each contractor, subcontractor, or vendor shall certify by signing this affidavit that any individuals in its work-force including subcontractors, have undergone a criminal background check, including fingerprinting, if the individuals will work in a PGCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children.

By my signature below, I affirm under penalties of perjury that the contents of this Certification of Compliance are true to the best of my knowledge, information and belief.

Signature______ Date______

Print Name and Title of Signatory

Print Name of Company

END OF ATTACHMENT J



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APPENDIX K – VENDOR CONFLICT OF INTEREST DISCLOSURE FORM (TO BE SUBMITTED IN ENVELOPE II) RFP PUR-26-009

ENTERPRISE RESOURCE PLANNING (ERP) SaaS CLOUD SOFTWARE ACQUISITION, IMPLEMENTATION, AND SUPPORT SERVICES

All vendors interested in conducting business with Prince George's County Public School (PGCPS) must complete and return the Vendor Conflict of Interest Disclosure Form, in order to be eligible to be awarded a contract with PGCPS. Please note that all vendors must comply with PGCPS's conflict of interest certification, as stated below. If a vendor has a relationship with a PGCPS employee or an immediate family member (spouse, child (stepchild or adopted), parent, or sibling) of a PGCPS employee, the vendor shall disclose the information required below.

Certification: I hereby certify, that to the best of my knowledge, there is no conflict of interest involving the vendor named below:

- 1. No PGCPS employee or the employee's immediate family member has an ownership interest in the vendor's company or is deriving personal financial gain from this contract.
- 2. No retired or separated PGCPS employee who has been retired or separated from the organization for less than one (1) year has an ownership interest in the vendor's company.
- 3. No PGCPS employee is contemporaneously employed or prospectively to be employed with the vendor.
- 4. The vendor did not provide any information or criteria in the drafting of the solicitation prior to it being advertised for competitive pricing.
- 5. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value, or any other gratuities to PGCPS employees to maintain a contract.
- 6. Vendor hereby declares that in the process of preparing a quote/proposal/bid for PGCPS, there have been no acts of bribery, extortion, trading, laundering of corrupt practices, and/or nepotism have transpired between PGCPS employee and the vendor.
- 7. Please note any other exceptions below.

Vendor Name & Email	Vendor Address & Phone Number						
Conflict of Interest Disclosure							
Name of PGCPS employee or immediate family member with whom there may be a potential conflict of interest. <i>If there is no conflict of interest, write "N/A" and initial.</i>	Disclose the relationship to the employee or the immediate family member, their interest in the vendor's company, and any additional information						
I certify that the information provided is true and correct by my signature below:							
Signature of Vendor Authorized Representative/Date							
Printed Name of Vendor Authorized Representative							



Company Name

PURCHASING AND SUPPLY SERVICES

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ATTACHMENT A – COST PROPOSAL FORM (TO BE SUBMITTED IN ENVELOPE II) RFP PUR-26-009

ENTERPRISE RESOURCE PLANNING (ERP) SaaS CLOUD SOFTWARE ACQUISITION, IMPLEMENTATION, AND SUPPORT SERVICES

Address									
Phone Number									
TO: Board of Educa	ation of Prince G	eorge's Co	ounty						
We propose to provide SOFTWARE ACQUIST Education of Prince Go and Conditions, Scope provide all-inclusive ra	S <i>ITION, IMPLE</i> eorge's County in e of Work, and o	MENTATIO n accordar other docur	ON, AND since with Spe ments of this	SUPPOR cial Term s Reques	RT SERN ns and Co	/ICES to onditions	the E , Genera	Board al Te	l of rms
NOTE: THE PRICIN ADDENDUM.	G FINANCIAL	COST P	PROPOSAL	FORM	WILL E	BE PRO	VIDED	IN	AN
Name			Title						
Signature			Date						



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ATTACHMENT B – LETTER OF INTEREST FOR PRE-PROPOSAL CONFERENCE

RFP PUR-26-009 ENTERPRISE RESOURCE PLANNING (ERP) SaaS CLOUD SOFTWARE ACQUISITION, IMPLEMENTATION, AND SUPPORT SERVICES

Send via email to: <u>Donna.Parks@pgcps.org</u>, <u>Garland.Anderosn@pgcps.org</u>, and <u>Michelle2.Tucker@pgcps.org</u>

Respondent shall submit this document on its letterhead no later than July 31, 2025, at 11:00 a.m.

On behalf of (*Institution Name*), we are pleased to inform you of our intent to attend the **Preproposal Conference for RFP TITLE.**

(Institution Name) shall attend via telephone conference

EXHIBIT A



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Insert letter of Intent to Apply