



• UNION SCHOOL DISTRICT •

**RFP 2122-05
REQUEST FOR PROPOSALS
for
CAPITAL FACILITY FINANCIAL MANAGEMENT AND
BOND ACCOUNTING SOFTWARE**

Proposals Due on or Before:
November 30, 2021 at 11:00:00 am

Deliver To:
Del Mar Union School District
11232 El Camino Real, Ste. 100
San Diego, CA 92130
Attention: Tiana Barton

For Additional Information Please Contact:
Tiana Barton, Business Services & Purchasing Supervisor
tiana.barton@dmusd.org

TABLE OF CONTENTS

NOTICE TO PROPOSERS	3
INSTRUCTION TO PROPOSERS	4
SPECIFICATIONS	7
DISTRICT INTRODUCTION.....	7
SCOPE OF SERVICES AND SYSTEM REQUIREMENTS	8
RFP TIMELINE	10
CONTENTS OF PROPOSAL	10
EVALUATION CRITERIA.....	11
CLARIFICATION OF PROPOSALS	11
INTERVIEWS AND PRESENTATIONS	12
PRESENTATION (if invited to interview and present)	12
RFP 2122-05 PRICE FORM	13
NON-COLLUSION DECLARATION.....	14

NOTICE TO PROPOSERS

In accordance with Public Contract Code 20111, NOTICE IS HEREBY GIVEN THAT the Board of Trustees of the Del Mar Union School District, County of San Diego, State of California, will receive sealed proposals up to but no later than 11:00:00am on November 30, 2021 in the Business Services Department located at 11232 El Camino Real, San Diego, CA 92130 for the following bid:

**Request for Proposals RFP 2122-05
Capital Facility Financial Management and Bond Accounting Software**

RFP packets can be obtained at the district's website:

<https://www.dmusd.org/Departments/Business-Services/Purchasing/Bid-Opportunities/index.html> or by emailing tiana.barton@dmusd.org. Each proposal must conform and be responsive to this invitation, the instructions and conditions, the specifications, and all other documents comprising the pertinent contract documents. The district reserves the right to reject any or all proposals, to accept or to reject any one or more items of a proposal, or to waive any irregularities or informalities in the proposals. No proposer may withdraw their proposal for a period of sixty (60) days after the date set for opening.

Del Mar Union School District San Diego County, California

Publication: The Daily Transcript on November 8, 2021 and November 15, 2021

INSTRUCTION TO PROPOSERS

Proposals shall be made in accordance with the following instructions:

- 1. Deadline for Receipt of Proposals:** Five (5) original hard copies and one (1) electronic copy (.pdf) on a thumb drive of proposals shall be received Attention: Tiana Barton, Purchasing Department of the Del Mar Union School District located at 11232 El Camino Real, CA 92130. Responses must be sealed, clearly marked “**RFP 2122-05 Capital Facility Financial Management and Bond Accounting Software**” and received not later than **11:00:00 AM, November 30, 2021**.
- 2. Requests for Information:** Any questions relative to the RFP regarding documents, discrepancies, omissions or doubt as to meanings should be directed to the Business Services & Purchasing Supervisor, Tiana Barton at tiana.barton@dmusd.org. All written questions will be answered in writing and will be made available on our website at <https://www.dmusd.org/Departments/Business-Services/Purchasing/Bid-Opportunities/index.html>.
- 3. Forms:** Proposals shall be made in the format specified by the District. All items should be addressed. Numbers should be stated in figures, and the signatures of all individuals must be in longhand ink. The submission should be made without interlineations, alterations, or erasures.
- 4. Non-Collusion Declaration:** Each Proposer must return a fully executed Non-Collusion Declaration, as required by Public Contract Code section 7106, with the completed proposal. The Non-Collusion Declaration is included in this package.
- 5. Addenda or Bulletins:** Any addenda or bulletins issued prior to the RFP due date shall form a part of the specifications of the RFP. If addenda are issued for this RFP, they will be posted on the District’s website at <https://www.dmusd.org/Departments/Business-Services/Purchasing/Bid-Opportunities/index.html> and the form for recognizing any addenda is part of this package. If there are no addenda or bulletins issued prior to the RFP due date, this form will not be required to be included in the proposal package.
- 6. RFP Price Form:** Proposer shall return the RFP Price Form with their proposal. Proposer shall include a lump sum amount for the work performed under the scope of service.
- 7. Cost of Preparation:** All costs for preparation of proposals shall be borne by the Proposer.
- 8. Retention of Information:** The District reserves the right to retain all proposals. The District will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

9. Withdrawal of Proposals: Any Proposer may withdraw their proposal either personally by written request or email request confirmed at any time prior to the scheduled closing time for the receipt of proposals.

10. Rejection of Proposals: The District reserves the right to accept or reject any and all proposals. The District reserves all its rights and options including:

- To reject any and all Proposals that fail to meet the requirements of this RFP;
- To accept Proposal(s) that are, in the judgment of the District, in the best interest of the District;
- To request clarification from any Proposer;
- To reject any and all non-responsive Proposals;
- To waive irregularities in any Proposal that the District may elect to waive;
- To reject all Proposals without cause;
- To issue subsequent requests for new proposals; or
- To discontinue discussions after commencing discussions with a Proposer and commence discussions with other Proposer(s).

11. Award of Contract: The Governing Board of Trustees reserves the right to reject any or all proposals, or to waive any irregularities or informalities in any proposals. The award of the contract, if made by the District, will be to the Proposer that is, in the judgment of the District, in the best interest of the District.

12. Term. Vendor shall commence providing Software and Services under this Agreement on December 16, 2021 or an agreed upon date by both District and vendor. Vendor will diligently perform services for a duration allowable per California Ed. Code Section 17596 unless the Agreement is terminated and/or otherwise cancelled prior to that time.

13. Termination for Convenience: The District will have the right to terminate the agreement at any time for convenience that is without cause, with thirty (30) days written notice to the other party. Under this circumstance, once notified in writing, all project work shall immediately cease. The District will pay for work performed. The parties shall meet to agree on the value of the work performed prior to the submission of a final invoice.

14. Statement of Confidentiality: Responses to this RFP becomes the exclusive property of the District upon receipt. All proposals received in response to this RFP become a matter of public record and shall be regarded as public records. A Proposer may designate elements in its proposal which are defined as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary.”

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the District may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for

information marked “Confidential,” “Trade Secret,” or “Proprietary,” the District will provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

15. Discounts Any discount which the Proposer desires to provide the District must be stated clearly on the proposal form itself so that the District can calculate properly the net cost of the proposal

16. Prevailing Law In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all services to be performed under the proposal shall conform to all applicable requirements of local, state and federal law.

17. Governing Law and Venue In the event of litigation, the proposal documents, specifications and related matter shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

18. Applicable Law Vendor complies with applicable laws governing online privacy, including the Child Privacy Protection and Parental Empowerment Act, the Family Educational Right to Privacy Act and the Children's Online Privacy Protection Act. California Department of Public Health Orders, including but not limited to mandatory COVID-19 vaccine verification and/or testing requirements.

19. Insurance Requirements All insurance must be issued by an Admitted Surety in the State of California. Proposer shall obtain and maintain the insurance coverages and limits as shown below for the duration of this Agreement. The insurance coverages and limits of liability shown are the minimum insurance requirements in this Agreement. Should vendor maintain insurance policies with coverage and limits of liability that exceed these minimum coverage and limits requirements that are broader than as outlined below, those broader coverages and higher limits shall be deemed to apply for the benefit of the District and those coverages and limits shall become the required minimum limits of insurance and coverage in all sections of this Agreement.

Certificate of Insurance (COI) Proposer shall furnish the District with original certificates of insurance and amendatory endorsements effecting coverage required by this Agreement and indicating a thirty (30) day cancellation notice or notice of reduction in coverage. The COI must reflect an additional endorsement that *applies its coverage to the Del Mar Union School District, members of District's board of trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, individually and collectively, as additional insured's.*

Commercial General Liability, using a standard ISO CG 00 01 occurrence form, including operations, products and completed operations and contractual liability with limits not less

than \$1,000,000.00 per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products – Completed Operations Aggregate for bodily injury, personal injury, and property damage.

Professional Liability Insurance with limits not less than \$1,000,000 each claim and \$2,000,000 aggregate with respect to coverage for errors and omissions arising from professional services rendered under the Agreement.

Cyber Liability Insurance Proposer shall furnish the District with original certificates of insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic data, intentional and/or unintentional release of private data, alteration of electronic data, extortion and network security. Coverage is required only if products and/or services related to information technology for hardware/software are provided to the District and for a Consultant providing professional services has access to personal identifiable information of the Districts.

Automobile Liability, using a standard ISO Business Auto CA 00 01 form with limits not less than \$1,000,000.00 per accident for bodily injury and property damage for all owned, hired and non-owned automobiles. Coverage shall include Contractual Liability.

Workers' Compensation including statutory coverage as required by the State of California and including Employers' Liability with limits not less than \$1,000,000.00 each accident; \$1,000,000.00 policy limit bodily injury by disease; \$1,000,000.00 each employee bodily injury by accident.

SPECIFICATIONS

DISTRICT INTRODUCTION

The Del Mar Union School District (the "District") is located in the northern coastal region of San Diego County serving the City of Del Mar and portions of the City of San Diego. The District serves approximately 4,200 K-6 students and currently maintains eight (8) elementary schools, an Early Childhood Development Center and an After-School Program. The District is also scheduled to open a ninth (9th) elementary school in 2022-23.

In November 2018, the District's voters approved General Obligation Bond Measure MM in the amount of \$186 million for construction, reconstruction, and modernization of school facilities. The District is currently seeking Capital Facility Financial Management and Bond Accounting Software to assist with tracking and reporting Measure MM project financials.

SCOPE OF SERVICES AND SYSTEM REQUIREMENTS

The District's needs include financial and bond program accounting software, and all installation, training, and components necessary to utilize the software, such as the software application or, if web based, access protocols, and equipment, material, and any labor to complete training and installation. However, installation services, if any, shall not include construction services. The District operates multiple platforms such as Microsoft Office Products through Windows 10, Apple Macintosh Products, and Oracle PeopleSoft Applications.

The District will use the software for a variety of fiscal and accounting management and compliance activities, including but not limited to:

- a. Building program and project budgets; with multiple funding sources.
- b. Aligning revenue and expenditures with District accounts.
- c. Tracking and managing revenue and cash flow.
- d. Tracking and managing expenditures.
- e. Reporting to the District's Independent Citizens' Oversight Committee (COC) and the Governing Board of Trustees.
- f. Maintaining records of budget changes.
- g. Managing and recording all financial transactions related to the capital facilities improvement projects that align with the District's Facilities Master Plan.
- h. Forecasting project and program expenditures to completion.
- i. Tracking performance and ratios of budgets and expenditures.
- j. Other financial tracking, managing, forecasting, and reporting as related to the management of public schools and capital improvement program requirements in the State of California.

Therefore, the District is interested in software that is:

- Capable of supporting the above-listed tasks (a-j)
- Compatible with the District's existing financial and technology systems/ standardization.
- Must be a cloud-based system requiring no special software or hardware to be purchased or maintained by the District. Accompanied by support logistics.

- User-friendly, cost-effective, including life-cycle costs, and performance reliable.
- Readily available/prompt delivery and Include manufacturer's warranties
- Must have the ability to track and manage revenue and expenditures to report to the Citizens' Oversight Committee and The Governing Board of Trustees.
- Must maintain records of budget changes.
- Must have the ability to upload and reconcile all transactions within the District's facilities funds for the current and prior fiscal years without significant District staff time or costly additional consulting hours.
- The system must have the ability to mirror the accounting methodology that school districts use to record accruals and balance to cash, liabilities, revenues, encumbrances and expenditures with each upload.
- Training on system use and optimization.
- System access control based on roles.
- Customization of all revenue and expenditures with the District Chart of Accounts.
- Financial management and reports across multiple fiscal years, and multiple projects.
- Ease of use by accounting personnel, as reflected in standardization or familiarity of user interface and time required for training. Provide as many District staff user sign-ons as needed.
- Vendor information and contract tracking, payment tracking and management, retentions or withholdings as appropriate.
- Reports appropriate for quarterly Governing Board of Trustees updates, external auditors, Citizens' Oversight Committees, general accounting purposes, and strategic management of program and project fund sources, budgets, expenditures, and forecasting to completion.
- Ability to provide the electronic document storage in a web-based electronic repository for storage of key documents.
- The system should have the ability to export data from any data screen in the system to any Microsoft Office Products **and** Apple Macintosh Products for data manipulation.

RFP TIMELINE

Initial RFP Posting & Official Notice	November 8, 2021
Questions from Proposers	November 17, 2021 by 11:00:00 AM
District Response to Questions via Addendum	November 19, 2021
Proposals Due	November 30, 2021 by 11:00:00 AM
Interviews, if required	December 7, 2021*
Board Approval	December 15, 2021*
Notification of Selected Vendor	December 16, 2021*

*Dates subject to revision at District discretion

CONTENTS OF PROPOSAL

Responsive proposals shall include the following elements:

Part I – Cover Letter

The cover letter shall include a brief statement of intent for the services offered to the District, and signature of an authorized officer of the organization, who has legal authority in such transactions. The cover letter shall provide the name, position and full contact information for the individual designated as the Proposer's contact for this proposal.

Part II – Table of Contents

The table of contents shall identify the contents of the informational packet in a format consistent with the format set forth herein.

Part III – Background and Experience

The description shall show that the vendor possesses demonstrated skills and experiences in specific areas of the RFP. This section shall include:

1. Background of company and detail for any project that relates specifically to this RFP
2. Describe the company's experience in conducting these types of services
3. Five (5) California Public School District references that include contact name, title, telephone number and email address. Also include the original date of software implementation at each California Public School District.

Part IV – Scope of Services

Discuss in detail how your proposed software program meets each point (a-j) listed under the scope of services and system requirements. Explain the features of the software and how it meets the District's needs. Include details about training, installation, maintenance, or any other relevant information.

Part V – Implementation Timeline

A statement of the Proposer’s understanding of the work to be performed and a proposed timeline. The timeline should identify key components of the implementation plan, including clear indicators of District task components and vendor task components.

Part VI – Price Form with Acknowledgement of Addenda (form provided)

Detailed and Itemized Pricing Include a fee and cost breakdown including licensing fees, labor if any), equipment, materials, travel expenses, support and maintenance, or any other fees or costs associated with implementation and ongoing use of the System. Please include what the cost will be at the end of the program for any data archive, and the cost for ongoing access if requested.

Part VII – Non-Collusion Declaration (form provided)

Proposer must return a fully executed Non-Collusion affidavit, as required by the Public Contract Code section 7106, with the completed proposal.

EVALUATION CRITERIA

The District intends to select the Proposer that best fulfills the requirements and provides the best value to the District. The proposals will be evaluated based on the following criteria, which are not in order of ranking or weighting: Software ability to meet need, pricing, background, and references. The District reserves the right to make independent investigations as to the qualification of Proposer(s). The District reserves the right to accept or reject any and all proposals.

Proposer acknowledges that this is for the performance of a software service and shall be determined upon finding the best match for the purposes of the district and that lowest responsible proposer requirements do not apply.

The District shall evaluate proposals based on the criteria listed below and totaling 100%:

- 40% Software’s ability to meet District needs
- 25% Pricing
- 20% Company Background and Experience
- 15% References

CLARIFICATION OF PROPOSALS

The District reserves the right to contact any and all vendors submitting proposals for the purpose of clarifying issues related to the proposal submitted. Each proposal must identify one contact person authorized to interpret the proposal. The contact person must be available to answer questions via email and/or telephone between 11:00 AM Tuesday, November 30, 2021 through 5:00 PM Friday, December 3, 2021.

INTERVIEWS AND PRESENTATIONS

By responding to this RFP, Proposer acknowledges that after all proposals are received, the District may invite one or more proposing companies to be interviewed and provide a presentation to the District evaluation team. Those invited to interview and present, will be notified by 5:00 PM on December 3, 2021. Interviews will be held in accordance with the RFP Timeline at the District Office located 11232 El Camino Real, San Diego, CA 92130.

PRESENTATION (if invited to interview and present)

Topics covered at interviews are at the discretion of the District Evaluation Team conducting the interviews; however, vendors should be prepared to address the following topics:

- Scope of services required to achieve the District's objectives.
- Vendor's experience delivering quality services at Districts with similar Bond Programs.
- Familiarity with the duties and responsibilities of K12 Governing Board of Trustees, and Citizens' Oversight Committees, particularly in the context of bond program and financial program management oversight.

The total number of persons attending for the vendor shall not exceed five (5). Presentations shall be conducted by key personnel or project manager, and not solely by a salesperson.

Interviews will begin with an opening presentation by the vendor, not to exceed twenty (20) minutes. Please provide five (5) printed copies of any handout materials.

Following the presentation, there will be a question and answer period for the District Evaluation Team to ask questions. Vendors will be evaluated based on the following:

- Opening Presentation: 40 points
- Responsiveness to Questions: 30 points
- Communication/Interpersonal Skills: 15 points
- Demonstrated Knowledge: 15 points

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RFP 2122-05 PRICE FORM

Business Name: _____

Contact Name: _____

Business Address: _____

Business Telephone: (____) _____ Fax:(____) _____

E-Mail Address: _____

Acknowledgement of Addenda _____

Detailed and Itemized Pricing Include a fee and cost breakdown including licensing fees, labor if any), equipment, materials, travel expenses, support and maintenance, or any other fees or costs associated with implementation and ongoing use of the System. Please include what the cost will be at the end of the program for any data archive, and the cost for ongoing access if requested. Attach additional pages as needed.

NON-COLLUSION DECLARATION

To Be Completed and Submitted with RFP 2122-05

The undersigned declares:

I am the _____ of _____, the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this:

(Date)

Signed at (Place)

Proposer Name
(Person, Firm, Corp.)

Authorized Representative Signature

Address

Representative's Name

City, State, Zip

Representative's Title