Title of RFP: RFP2021-0002-ACCS

RFP Issue Date: August 13, 2021

Purpose: Select a Lease and Debt Management Software/Service Provider and Implementation/Support Consultant

Procurement Method: Invited competitive proposals

Contract Term: A three-year contract with an option to renew annually for up to two one (1) year additional terms.

Issuing Office: Alabama Community College System, Fiscal Services

Issuing Office Point of Contact: Billy Merrill, email: Billy.Merrill@accs.edu

Deadline for Receipt of Proposals: August 27, 2021, at 2:00 p.m. Central Standard Time
SECTION I: INTRODUCTION

The Alabama Community College System (“ACCS”) is seeking proposals from interested firms to provide GASB 87 compliant lease management and debt management software/service and support for the ACCS and its member institutions. The ACCS expects to offer a contract for a three (3) year term with two optional one-year renewal terms. The total contract term is not to exceed a maximum of five (5) years. The ACCS intends that the software utilization will begin October 1, 2021 with respect to the fiscal year ending September 30, 2022. If that schedule is not achievable the proposal should so indicate.

The ACCS is comprised of twenty-four educational institutions, the Alabama Technology Network, and an administrative office. For the fiscal year end of September 30, 2020, the ACCS held twenty-one institutional debt instruments totaling approximately $277 million and approximately 360 leases with a total value over the lease lives of approximately $43 million. We anticipate assigning access to a minimum of two users per entity.

ORGANIZATIONAL HISTORY:

The ACCS is Alabama’s gateway to world-class, affordable education and technical training for the necessary skills to compete in a constantly evolving workforce. The ACCS consists of the System Office, 23 community and technical colleges, the Alabama Technology Network, and Marion Military Institute – one of five junior military colleges in the nation. The Alabama Technology Network (ATN) is a part of the ACCS and the Manufacturing Extension Partnership. ACCS is governed by the Alabama Community College System Board of Trustees.

SECTION II: PURPOSE OF RFP

The ACCS invites responses to this RFP in order to procure a provider for a cost-effective solution for GASB 87 compliant lease management and debt management software/service and support for the ACCS and its member institutions. The ACCS is also seeking a consulting firm to assist in implementing GASB 87 and debt management software/service, which includes helping to gather leases, inputting the leases and debt agreements into the software/service noted above and helping prepare entries, providing assistance with development of required disclosures and help with best practices and procedures post implementation. The proposal shall not be limited to the general requirements listed below and each vendor is encouraged to respond with their ability to perform or expand on each item as well as provide additional capabilities not listed.

SECTION III: SCOPE OF SERVICES

The Alabama Community College System requires that the successful proposer provide, at a minimum, the following scope of services:

1. Provide a lease management and/or debt management software/service that can be utilized to enter in all leases and/or debt agreements for the ACCS with the preferred general requirements for the lease and/or debt software/service including, but not limited to, the following:
   a. The software/service shall house all ACCS, and its member institutions leases in accordance with GASB 87.
   b. The software/service shall house all ACCS and its member institutions debt agreements including all supporting transcripts and legal documents.
c. The software/service shall provide all monthly/yearly journal entries needed to be in compliance with GASB standards related to leases and debt agreements.

d. The software/service shall provide all footnote disclosure items needed to be in compliance with GASB related to leases and debt agreements.

e. The software/service shall decipher entries and disclosures needed for proprietary funds as required by GASB standards.

f. The software/service shall provide the capability to comply with GASB 96 subscription-based information technology arrangements (SBITAs) upon its effective date.

g. The software/service shall provide the ability to enter historic and refunded debt in future (if separate cost, please provide pricing).

h. The software/service shall be able to generate amortization schedules, payment schedules, and outstanding debt schedules via PDF and Excel.

i. The software company shall be able to provide technical support to ensure each lease is accurately entered/updated in the Lease Management System.

j. The software company shall be able to provide technical support to ensure each debt issuance is accurately entered/updated in the Debt Management System.

k. The software/service shall allow the creation custom reports based on rating agency, legislative, or other requirements. (if separate cost, please provide pricing).

l. The software/service shall provide functionality that assists in Forecasting of future payments for multiple uses – budget, capital replacement, disclosure, Annual Reports.

m. The software/service shall provide collaboration workflow that captures debt invoice payment processing, approval, and provides audit trail and Journal Entry.

n. The software/service shall provide the ability to share real-time data among ACCS Member Institutions and outside consultants through separate, role-based logins.

o. The software/service shall provide the tracking of historic debt service payments.

p. The software/service shall be maintained in a secured platform with password-protected user access.

q. The software/service shall provide the ability to run queries based on any date range.

r. The software/service shall allow for the export of queried data and tables into Excel.

2. The preferred general requirements for the consultant include, but not limited to, are as follows:

a. The consultant shall be trained and experienced in understanding and implementing GASB 87 and GASB 96.

b. The consultant shall assist the ACCS in gathering all leases and debt agreements.

c. The consultant shall assist in analyzing leases and debt agreements and inputting the aforementioned information into the selected software/service noted above.

d. The consultant shall help the ACCS analyze lease materiality in accordance with GASB 87.

e. The consultant shall assist in confirming the journal entries and disclosure information the selected software or software provides is accurate and correct.
f. The consultant shall assist the ACCS in planning for post implementation best practices and procedures.

g. The consultant shall perform an annual review of system setup and processes to ensure system is being used to its maximum advantage, utilizing all possible functionality.

h. The consultant shall provide as needed monitoring to ensure new debt and/or information is properly entered, whether by the ACCS or the Company.

3. The consultant or software/software provider shall provide training to multiple ACCS employees on the selected software or software.

SECTION IV: SUPPORT SERVICES

The Alabama Community College System requires that the successful proposer provide, at a minimum, the following scope of support services:

1. Provide an accessible Help Desk with response time of no greater than 24 hours during normal business operations.

2. Provide customizable reminders and notification alerts for bond reporting.

3. Prepare compliance templates which detail required operating data for filing and multi-year trend analysis.

4. Provide customizable alerts to a list of specific recipients.

5. Provide Restricted Access Documents (for storage and email of password protected documents).

SECTION V: TECHNICAL REQUIREMENTS:

Proposer shall provide detailed responses related to technical requirements. The following functionalities are required for firms proposing solutions.

a. User Account & Password Management by designated ACCS staff

b. Role/Permission Based Access Control

c. External Security and Compliance Certifications (for hosted services) (e.g., SOC I, SOC II, PCI, FedRAMP, HIPAA, ISO, DOJ, FISMA, CJIS, etc.)

d. Service Level Management (Including Change/Service Requests, Ticketing, Resolution & Closure)

e. Data Backup & Restores (All Systems/Data Must Be Physically Located in The United States)

f. The ACCS owns the data. Written authorization is required prior to distributing or sharing the ACCS data to the third parties.

g. Security Incident Response Plan (for hosted services)

h. Service Continuity & Disaster Recovery (for hosted services)

i. Reporting Capabilities, Data Exports/Imports

2. The following functionalities are preferred for firms proposing solutions. If your firm does not offer any of the following functionalities, please provide a statement explaining your alternatives.

a. Single Sign On (SSO)/SAML 2.0/OAuth 2.0/ADFS Integration with Identity and Access Management

b. Multi-Factor Authentication

c. Isolation and Limitation of Traffic to the ACCS’s Internal IP Space

d. 3rd Party Services Associated with The Proposed Solution (If Applicable)

e. Patch Management / Upgrades
f. Threat, Vulnerability & Risk Management

g. Integration with 3rd Party Data Warehouse

SECTION VI: PRICING:
Proposal shall include pricing for the following:
1. Three-year price for the Services, Support, and Security offered in its proposal.
2. Options to renew at same or reduced price annually for up to two (2) one-year additional terms.

SECTION VII: RFP RESPONSE
The proposal response should be concise, well organized and demonstrate an understanding of the scope of services. The proposal shall include, at minimum, the following:
1. A brief description of the firm including the size of the organization, location of offices, years in business, name of owners and principal parties, and number of employees.
2. A listing of 3 references for whom you have provided similar services including entity’s name, contact person, title, address and telephone number.
3. Your fee proposal for the scope of work as described in this RFP. Please include any assumptions made and any contingencies the ACCS should be aware of.
4. Any additional information deemed important in assessing your firm’s ability to provide the services requested.

SECTION VIII: PROPOSAL SUBMISSION:
The ACCS will make a selection based on completeness and clarity of the proposal, understanding of the scope of work, prior experience, references, fees, and other factors which in the judgment of ACCS staff might have an impact to the provider’s ability to provide services to the ACCS. In order to submit a response, Responders must read and follow all instructions, terms, conditions, and specifications of this RFP.

1. Responses must be received by August 27, 2021, by 2:00 p.m. (CST) at:
   Alabama Community College System
   Attention: Robin Head, Purchasing Agent
   135 South Union Street, Suite 451
   Montgomery, AL 36104
   P.O. Box 4504 (36130-4504)
   Email: Robin.Head@accs.edu
   Late responses will not be accepted.

2. Responses may be submitted or delivered by regular mail or postal service, express or courier service, or hand delivery within a single sealed envelope or package, where the outside clearly identifies the vendor name, the RFP2021-0002-ACCS, and Deadline to Respond of August 27, 2021, at 2:00 p.m. Central Standard Time. Email and faxed responses are not accepted.

3. It is the proposer’s sole responsibility to ensure delivery in the Fiscal Office by the deadline. ACCS does not accept late responses for any reason including those due to postal or courier service delay.

4. ACCS requires an original and a minimum of one exact copy of the signed response to include any required addendum(s) and documentation. The original and the copy should be submitted together as a response package.
5. An authorized officer of the proposer must sign all proposals in ink and obtain proper notarization; failure to do so will result in rejection of response.

6. Any further information or interpretation of the services requested must be directed to Billy Merrill at billy.merrill@accs.edu at least 3 business days before the RFP deadline. Answers to such requests will be placed on the ACCS website at www.accs.edu.

SECTION IX: PROPOSER’S RESPONSIBILITY

A proposer, by submitting a Proposal, represents and understands that:

1. The proposer is familiar with the conditions under which the services defined in this RFP must be performed. The proposer possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the ACCS; and

2. The proposer shall be solely responsible for all services provided. It is the responsibility of the proposer to verify the completeness of the requirement and its suitability to provide the services described in this RFP.

SECTION X: GENERAL TERMS

1. All responses become a matter of public record at award. The ACCS accepts no responsibility for maintaining confidentiality of any information submitted with a response whether labeled confidential or not.

2. The Alabama Community College System reserves the right to reject any or all responses and to waive informalities in the best interest of ACCS. The Alabama Community College System reserves the right to not make any awards and re-issue this RFP at any time if it serves the ACCS’ best interest.

3. The successful proposer shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of the requested work or service.

4. The successful proposer shall be required to complete a State of Alabama Disclosure Statement. Alabama Act# 2001-955 requires the disclosure statement to be completed and filed with all proposals, responses, contracts, or grant proposals to the State of Alabama in excess of $5,000. Any changes to the status of the information on this form will require the submission of an updated form to the ACCS.

5. All selected vendors are required to complete the Alabama Immigration Law Compliance documents and IRS Form W-9.

6. Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your response. To enroll in the E-verify program visit https://www.e-verify.gov/mye-verify.

7. The ACCS reserves the right, for its convenience and without cause or penalty, to terminate any contract for services at any time with 30 days written notice. This provision may not be changed by subsequent contract.

8. Notwithstanding any other provision in this RFP, the proposing vendors acknowledge and agree that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment No. 26.

9. Any contract resulting from an award in connection with this RFP shall include the following terms:
   a. This agreement shall be governed and construed in accordance with the laws of the State of Alabama without giving effect to any choice or conflict of laws, provisions, or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Alabama.
b. It is further agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26.

c. If any provision of this agreement shall contravene any statute or constitutional provision, either now in effect or which may be enacted during the term of this agreement, then the conflicting provision of this agreement shall be deemed null and void.

d. Contractor understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise from or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama.

e. By signing this agreement, the parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire, for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for all damages resulting there from.

f. This agreement constitutes the sole and entire agreement of the parties to this agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, negotiations, and agreements, both oral and written, with respect to such subject matter.

g. In compliance with Act 2016-272, the parties hereby certifies that they not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

h. This agreement may be executed in counterparts, each of which shall be deemed and original, but all of which together shall be deemed to be one and the same agreement.