



Request for Proposal (RFP)

No. 1516 - 149

**Service Management System for Information Technology Service Management
and Computerized Maintenance Management System (CMMS)**

Proposal Due Date

Tuesday, June 21, 2016

At 10:00AM

Procurement, Central Services and Risk Management

900 Otay Lakes Road, Room 1651

Chula Vista, CA 91910

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Notice to Proposers

Request for Proposal (RFP) No. 1516-149

Service Management System for Information Technology Service Management and Computerized Maintenance Management System (CMMS)

Notice is hereby given by the Southwestern Community College District of San Diego County, California, hereinafter referred to as the District, acting by and through its Governing Board, will receive up to, but not later than **10:00 AM on 6/21/2016**, responses to this Request for Proposal (RFP) for Service Management System for Information Technology Service Management and Computerized Maintenance Management System (CMMS) for the Southwestern Community College District.

Responses shall be received in the Office of Procurement, Central Services & Risk Management, Room 1651 located at 900 Otay Lakes Road, Chula Vista, CA 91910, on the date and at the time stated above.

All responses to this RFP shall conform and be responsive to the RFP, including its attachments and addenda.

All interested Firms may request a copy of this RFP by e-mailing purchasing@swccd.edu calling 619-482-6481 or by visiting the District's web-site at www.swccd.edu/procurement. Any requests for information may be directed to Priya Jerome, Director of Procurement, Central Services & Risk Management by e-mailing purchasing@swccd.edu no later than **4:00PM on Thursday, June 9, 2016**.

Melinda Nish, Ed.D.
Secretary of the Governing Board
Southwestern Community College District
of San Diego, California

**RFP No. 1516 - 149 Service Management System for Information Technology
Service Management and Computerized Maintenance Management System
(CMMS)
SCHEDULE**

Date of Issue	May 31, 2016
Advertisement Dates	May 27, 2016 June 3, 2016
Publications and Distribution Channels	Union Tribune (UT) – 5/27/16 & 6/3/16 District Website: www.swccd.edu/procurement San Diego Contracting Opportunities Center Email Distribution List
Request for Information Deadline	Thursday, June 09, 2016 4:00 PM
Pre-Proposal Meeting	June 14, 2016 at 10:00 AM Room TBD
Question Responses by District (RFI/Pre-Proposal Mtg. Responses)	Wednesday, June 15, 2016 Via Addendum
Due Date	Tuesday, June 21, 2016 10:00 AM, Room 1651
Interview/Presentations Mandatory Presence Required	Tuesday, June 28, 2016 Reserve all Day for Scheduling
Site Visit for Product Demonstration	June 29 & 30, 2016, Times to be determined
Contract Negotiations	July 5, 2016, Reserve all Day for Scheduling
Anticipated Governing Board Approval	Tuesday, July 12, 2016

1. DISTRICT OVERVIEW

The Southwestern Community College District (SCCD), located South of San Diego and extending to the U.S. – Mexico border, is one of seventy two community college districts in the California Community College system. It serves as the primary source of higher education for approximately 400,000 residents of the South San Diego County area including the communities of Bonita, Chula Vista, Imperial Beach, National City, Nestor, Otay Mesa, Palm City, San Ysidro, Sunnyside, and Coronado.

The college began offering classes to 1,675 students in 1961, with temporary quarters at Chula Vista High School. Groundbreaking for the present 156-acre campus was in 1963. By September of 1964, initial construction was complete and classes were held for the first time on the present Otay Lakes Road site in Chula Vista. In addition to its main campus in Chula Vista, Southwestern College has established four (4) center sites, the Southwestern College Education Center at San Ysidro (1988), the Higher Education Center in National City (1998), the Higher Education Center in Otay Mesa (2007), and Crown Cove Aquatic Center. The college also provides off-campus classes at several extension centers throughout the district. Current enrollment is nearly 23,000 students and more than 600,000 students have attended Southwestern College since it opened its doors fifty (50) years ago. The District employs approximately 800 employees (full and part time).

2. INSTRUCTIONS, INFORMATION AND GENERAL CONDITIONS

PURPOSE OF RFP

Southwestern Community College District (SCCD) is seeking to retain one or two qualified Technology Firm(s) to provide Service Management System for Information Technology Service Management and Computerized Maintenance Management System (CMMS). This proposal request relates primarily to two specific departments at the District: Facilities, Operations, and Planning (FOP) and Institutional Technology (IT). Each department reserves the right to select its own qualified Firm, which may or may not align with the choice of the other department. Contract(s) may, therefore, be awarded to one Firm for both projects, or two Firms one for each department.

The entirety of this Request for Proposals (RFP) document sets forth the District's requirements in detail. All responses should be submitted in accordance with the terms and conditions contained in the foregoing document.

DEFINITION OF TERMS

The designation of District refers to the Southwestern Community College District, a political subdivision of the State of California.

The term "**Proposers**" refers to Firms that choose to submit proposals for Service Management System for Information Technology Service Management and Computerized Maintenance Management System (CMMS).

The terms "**Contract**" and "**Agreement**" shall be used interchangeably within this document.

Throughout this document, the term "**District**" shall be used to designate the rights and responsibilities of the Southwestern Community College District

The term "**Proposer**" shall be used to designate the rights and responsibilities of the successful firm responding to this RFP.

PROPOSAL QUESTIONS

All questions regarding this RFP should be sent, via e-mail to Priya Jerome, Director of Procurement, Central Services & Risk Management at purchasing@swccd.edu

Questions will only be accepted until 6/9/2016 no later than 4:00 P.M. The e-mail subject line should read: "Your company name/Questions regarding RFP No. 1516 - 149. No direct responses will be sent to the company/firm asking the question. Questions we feel need to be responded, will be answered in the form of an **addendum**

and sent to all potential respondents on Wednesday, June 15, 2016. All addendums to this RFP will be posted on the District's web site.

PROPOSAL SUBMISSION

It shall be the responsibility of the Proposer to ensure that Proposals are received in the following two ways: via email submission **and** hard copy submission.

(1) For Email Submission: Proposals are to be submitted, via e-mail, to the Purchasing Department no later than 10:00 a.m. on Tuesday, June 21, 2016.

Submit Proposal to: purchasing@swccd.edu

The Proposal must be emailed to the address above as an attachment in Word, PDF, or Excel format and not exceed file size of 10MB. Proposals with documents exceeding 10MB in size should be saved to a smaller file size or split up and sent as separate emails. Subject line of e-mail containing submitted proposal should include and read "name of your company/submittal for RFP No. 1516–149 ("Email 1 of XX" if more than one)".

(2) For Hard Copy Submission:

Proposer must submit one (1) original and ten (10) copies of the proposal, in a 3-ring binder, with tabs and one (1) USB Flash Drive with the proposal saved on it. Emphasis should be on completeness and clarity of contents. Proposals should be in 12 point type and not exceed fifteen (15) pages in length, excluding sample reports, numerical analyses, Proposal Forms: A, C, D, E, F, G, H & I and all Appendices A through E. Proposals submitted in response to this RFP shall be in the following order and shall include:

- A. **General Information** - Provide a cover letter per the requirements of PROPOSAL FORM A.
- B. **Mandatory Responses** - Provide answers to the questions in both Sections 1 and 2 of PROPOSAL FORM B. Limit responses to no more than one page per question.
- C. **Personnel Experience** – For each individual being proposed, provide the name(s), title(s), qualification(s), license information, availability and location of key staff members and supervisory personnel expected to work on this project, using the format outlined on PROPOSAL FORM C. Please include an organizational chart for the proposed staff and indicate who will be the District's contact person for this Project.
- D. **Specification and Features** – PROPOSAL FORM D
- E. **Fee and Rate Proposal** – PROPOSAL FORM E.
- F. **General Terms and Conditions** – PROPOSAL FORM F.

G. **References** – Provide six (6) (three (3) current and three (3) previous) references using the format outlined in PROPOSAL FORM G.

H. **Addenda Acknowledgement** – PROPOSAL FORM H

I. **IT Accessibility Standards and Compliance Requirement** - PROPOSAL FORM I

J. **Appendices**

- a. Noncollusion Declaration – Must be notarized
- b. Equal Opportunity Affirmative Action Statement (requires Corporate Seal)
- c. Contractor's Certificate Regarding Worker's Compensation (requires Corporate Seal)
- d. Sample Agreement/Contract (For reference; especially if Proposer is recommending changes to the District Agreement and or is proposing different contract language).
- e. RFP - Exceptions
- f. Check List

Oral, telephone, facsimile (fax machine) proposals **will not** be accepted. Each proposal shall be prepared simply, providing the straightforward, concise description of the proposer's ability to meet the requirements of the RFP.

This proposal package should be enclosed in a sealed envelope bearing the name of the Proposer and RFP No. 1516-149 clearly marked. All proposals must be received on or before the above mentioned due date and time of **10:00 a.m. on Tuesday, June 21, 2016**. Any proposal received after the scheduled closing time for receipt of proposal will be returned to the proposer unopened or rejected. All sealed proposals must be delivered to:

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
Attention: Priya Jerome, Director of Procurement, Central Services & Risk Management
900 Otay Lakes Road, Room 1651
Chula Vista, CA 91910
(Room 1651 is located in the back of Parking Lot D)

RIGHT TO REJECT

This Request for Proposal does not constitute a commitment by the District to award a contract. The District reserves the right to waive any informality and to reject any or all proposals and/or to cancel the Request for Proposal. The District expressly reserves the right to postpone the proposal opening date for its own convenience. The award shall be made on the proposal(s) that serve(s) the best interest of the District and will not be evaluated solely on a monetary basis; however proposers are encouraged to submit

their best prices in their proposals. Award will be based on proposer's qualification and best fit as deemed by the District. No contract award shall exist until executed and approved by the District's Governing Board.

MODIFICATIONS TO PROPOSALS

The proposal may be modified after its submission by written notice to the District of withdrawal and resubmission before the date and time specified for receipt of proposals. Modification will not be considered if offered in any other manner. No modifications will be allowed after the RFP due date and time has passed.

PROPRIETARY INFORMATION

In the event any Proposer shall include in the Proposal any information deemed "proprietary" or "protected", such information shall be separately packaged from the balance of the proposal and clearly marked as to any proprietary claim. The District discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The District, as a public entity, cannot and does not warrant that proprietary information will not be disclosed due the Provisions of the California Public Records Act. The District shall have the right to use any or all information included in the proposals submitted unless the information is expressly restricted by the Proposer.

ORDINANCES, LAWS AND REGULATIONS

The Proposer shall comply with all ordinances, laws, and regulations pertaining to the operation contemplated hereby, including, but not limited to, the California Workers' Compensation Act, the Federal Equal Employment Opportunities Act, and the Americans with Disabilities Act. The Proposer shall apply for, obtain, and maintain in force all permits and licenses required by the various agencies of Federal, State, and local government having jurisdiction over the Proposer operations. All operations and materials shall be in accordance with all applicable Federal, State, County and City laws, statutes and requirements.

ELECTRONIC AND INFORMATION TECHNOLOGIES (IT).

Electronic and IT products in this order shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Product covered under this provision includes but is not limited to the following: Software applications; operating systems; web-based intranet and internet information and applications; telecommunications products; video or multimedia products; self-contained closed products such as copiers; and desktop and portable computers. Supplier agrees to respond promptly and resolve any complaints regarding accessibility of its products or services that are brought to its attention. Supplier further agrees to indemnify and hold harmless the District from and against any claim arising out of Supplier's failure to comply with these requirements. Supplier acknowledges that failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement or cancellation of the order.

WITHDRAWAL OF PROPOSALS

Any Proposer may withdraw their proposal by written request via e-mail to purchasing@swccd.edu at any time **prior** to the deadline set for receipt of proposals. The subject line of the e-mail should include and read: "your company name/withdrawal of RFP No.1516 - 149. No proposal may be withdrawn or modified after that deadline. Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals provided that they are then fully in conformance with the general terms and conditions of the RFP.

IRREVOCABLE OFFER

Proposals shall be considered irrevocable offers for a period of ninety (90) days from the date of receipt and may not be withdrawn during this period without consent of the District.

COST OF PREPARING PROPOSALS

Any and all costs associated with the preparation of responses to this Request for Proposal, including site visits, oral presentations and any other costs shall be entirely the responsibility of the Proposer and shall not be reimbursable in any manner by the District.

COMPLETION OF PROPOSALS

Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the District, the information contained therein was intended to erroneously and fallaciously mislead the District in the evaluation of the proposal.

EXAMINATION OF CONTRACT DOCUMENTS

Proposers shall thoroughly examine the contents of this RFP. The failure or omission of any Proposer to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve the firm from obligations with respect to this RFP or to the contract to be awarded. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

If any ambiguity, conflict, discrepancy, omission or other errors in the RFP is discovered, then the Proposer shall immediately notify the District of the error in writing and request modification or clarification of the document. All requests for clarifications shall be sent to the Director of Procurement, Central Services and Risk Management by email.

ERROR IN PROPOSAL

Proposer shall be bound by the terms and conditions of the proposal. However, if material errors are found in a proposal, the District may notify the Proposer that the submitted proposal and requires correction of the errors. The District reserves the right

to request additional information or clarification to allow corrections of errors or omissions.

INTERVIEWS/PRESENTATION

For this RFP, shortlisted proposers will be required to make oral and visual presentations at the request of the District and based on the availability of the review committee. The District will schedule the date, time and location for any presentations as requested. Oral presentations will be evaluated and will be subjected to the selection criteria.

AWARD WITHOUT DISCUSSION

The District reserves the right to make an award without further discussion of the proposals received. Therefore, it is critical that, all proposals be submitted initially in the most favorable terms possible, both economically and technically.

CONTRACT COMMENCEMENT/TERM

It is the intent of the District to commence the resulting contract as soon as possible after evaluation of the proposals. Performance period for this contract is anticipated to be from July 13, 2016 to July 12, 2019, with two (2) one year extensions. Term shall not exceed five (5) years. After award, contract is subject to cancelation with 30-days written notice by either party.

INDEPENDENT CONTRACTOR STATUS

It is expressly understood that the firm named in any contract entered into by the District is acting as an "independent contractor" and not as an agent or employee of the District.

SCCD MODIFICATIONS TO PROPOSALS

Any interpretation, correction, or change of this RFP will be made by written Addendum. Interpretations, corrections, or changes of this RFP made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes. Any changes or corrections will be issued by SCCD. All Addenda issued to this RFP will be posted to the District web site at www.swccd.edu/procurement. Addenda will also be e-mailed to all that are known to have received a copy of the RFP. **Since failure to acknowledge any addendum(s) may be cause for rejection, Proposers must return the addendum-completed acknowledgment(s) prior to or with the proposal. (Proposal Form G)**

NEGOTIATION

District reserves the right to negotiate the final pricing, terms and conditions of Contract before award of business.

AWARD OF CONTRACT

It is anticipated that a contract will be awarded by the Board of Trustees at a regularly scheduled meeting on Tuesday, July 12, 2016. The award will be made to the responsible firm judged to offer the most advantages for the District. At the time of the

formal award, the apparent successful firm must have agreed to contract terms representing the understandings between the parties as to terms and conditions which will govern the relationship of District and Proposer and the obligation of each party for performance of the Agreement.

FINAL CONTRACT

The following documents are considered part of the final Agreement, in order of precedence:

- A. The final Agreement between SCCD and the Proposer.
- B. The Proposer's proposal in total, including all addenda and attachments;
- C. This RFP as originally released, with Appendices and any addenda released prior to proposal opening.

All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment and transportation necessary for the proper delivery of all services called for in any contract which may arise as a result of this RFP.

NON-COLLUSION DECLARATION

Declarations are required to be completed by the Proposer declaring that the proposal is in all respects fair and without collusion or fraud. Please see Appendix A.

EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT

Proposer must accept and sign the Equal Opportunity and Affirmative Action Statement set forth in Appendix B.

PROHIBITED INTEREST

No official of the District who is authorized in such capacity and on behalf of the District to take part in negotiations or to make, accept or approve this contract, shall have direct or indirect financial interest in the award or any part thereof. Proposer shall receive no compensation hereunder should bidder aid, abet or knowingly participate in violation of this article or breach or violation of this article, the District shall have the right to terminate the contract either in part or in whole and any loss or damage sustained by the District in procuring the services on the open market which the Proposer agreed to perform, shall be borne and paid for by the Proposer.

QUALITY OF WORK

The Proposer shall be responsible for the performance of all work as specified herein and shall guarantee that work will meet or exceed the specifications as set forth herein. If it is determined by the District that such services and/or materials do not meet requirements of the District, the Proposer shall be required to correct the same at their own expense.

QUALITY OF PERSONNEL ASSIGNED TO THE WORK

The Proposer shall not employ on this account any unfit person or anyone not skilled in the work assigned to him/her and shall devote only its best qualified personnel to work under this contract. Should the District deem anyone employed under any contract which may arise as a result of this RFP to be incompetent or unfit for his/her duties and so inform the Proposer, the Proposer shall immediately remove such person from this work and he/she shall not again, without prior written permission of the District, be assigned to work under this contract.

FEES

The District agrees to pay and the Proposer agrees to accept for performance of all services rendered herein, exclusive of extra work and services, a fee as specified in the cost proposal included herein. The prices specified in the cost proposal shall be firm for the duration of the contract and shall include all of the Proposer's costs, taxes, duties, license fees, expenses, overhead, required bonds, and profit.

It is understood and agreed that said fee is a maximum fee and is subject to corresponding reduction in the event that the actual cost of performing the services proves to be less than is now estimated at the time of entering into the contract.

TERMINATION

The District hereby reserves the right to terminate this Agreement, with or without cause, at any time. In the event of such termination, the Proposer shall be paid the reasonable value of all services rendered up to the date of such termination as may be determined by the District, and the Proposer hereby expressly waives any and all claims for damages or compensation arising under this contract, except as set forth herein, in the event of such termination. Notwithstanding any of the foregoing provisions, if, for any reason, the Board of Trustees fails to appropriate or allocate funds for further payment under any contract derived as a result of this RFP, the District will not be obligated to pay remaining unpaid balances beyond those funds for services already received.

DEFAULT

The District shall hold the Proposer responsible for any damage which may be sustained because of the failure or neglect of the Proposer to comply with any term or condition listed herein, it being specifically provided and agreed that time shall be of the essence of the delivery requirement of any contract which may arise as a result of this RFP. If the Proposer fails or neglects to furnish or deliver any of the services, materials, or supplies listed herein at the prices named and at the time and place herein stated, or otherwise fails or neglects to comply with the terms of any contract which may arise as a result of this RFP, the District may, upon written notice to the Proposer, cancel the contract in its entirety or cancel or rescind any or all items affected by such default, and may, whether

or not the contract is canceled in whole or in part, purchase the services, materials, or supplies elsewhere without notice to the Proposer. The prices paid by the District at the time such purchases are made shall be considered the prevailing market prices. Any extra cost incurred by the Proposer's default may be collected by the District from the Proposer and/or from the surety on the performance bond, if any.

FORCE MAJEURE

The parties to any contract which may arise as a result of this RFP shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plant, or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault or neglect of the party not performing.

INTERVIEWS/PRESENTATIONS

Responses to this RFP may be so similar in quality that oral interviews may need to be conducted to assist in making the final selection. The decision to hold interviews and the scope or any limitations thereof shall be at the sole discretion of the District. In the event that an interview is prescribed, the District requires that the designated representatives identified in the proposals as being the attorneys who will be assigned to the District, be present and prepared to respond to District inquiries.

GOVERNMENT AGENCY CLAUSE (PIGGYBACK CLAUSE)

For the term of the agreement and any mutually agreed upon extensions pursuant to this RFP, other K-12 districts and community colleges or districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase items at the price and upon (Community Colleges) of the Public Contract Code.

District waives its right to require such other districts/colleges and/or any participating agencies to draw the warrants in the favor of District as provided in said Code sections.

PROPOSER CONDUCT

During the RFP window (from release of this RFP to final award), proposer is not permitted to contact any SCCD employees or members of the Governing Board unless at the request of SCCD's designated contact person (Director of Procurement, Central Services & Risk Management) or to fulfill pre-existing contractual obligations. No gratuities of any kind will be accepted, including meals, gifts, or trips. Violation of these conditions may constitute immediate disqualification.

ASSIGNMENT OF CONTRACT

The contract entered into for the performance of these specifications may not be, in whole or any part, assigned or transferred, directly or indirectly, without the prior written consent of the District.

CHANGES TO CONTRACT TERMS

If experience or special circumstances dictate the need for modifications in the level or variety of services at any location, it shall be specifically understood and agreed that such modifications may be implemented by mutual agreement without voiding in any manner the contract executed by the parties at the beginning of the contract term.

Any changes, additions, deletions, or modifications, which materially change the terms of the contract, shall be made by written amendment and signed by the District and the Proposer's.

3. EVALUATION OF PROPOSALS

The proposals shall be primarily evaluated based upon qualifications, expertise of the firm and personnel, demonstrated knowledge and experience with public agencies comparable to the District. Product innovativeness, compatibility and fit with District needs along with estimated fees are other important evaluation considerations in this RFP.

The RFP will be reviewed by a selection committee of District representatives. The evaluation team will recommend award of Agreement to the Governing Board.

Evaluation Matrix	
Qualifications, Technical Expertise of the Firm, Personnel assigned to the Project, Experience and Client References on Relevant, Similar Work Accomplished for Public Agencies Comparable to District	30 Points
Interview and Presentation	25 Points
Product: Demonstration, Innovativeness, Compatibility and Fit with District Needs	30 Points
Fee/Costs for Services	15 Points

Firm personnel will be invited to participate in oral interviews; this process would require the mandatory presence of all persons identified to work on this project. Following the interview, District staff may choose to negotiate a contract with one or more selected firms. Negotiations will require the mandatory presence of the representative responsible for binding the contract of the proposal submitting firm.

Proposals will be initially evaluated on the written responses to the RFP. Proposers will be allowed to enhance their initial proposals during negotiations.

4. SCOPE OF SERVICES

As previously stated this RFP relates primarily to needs of two specific departments FOP and IT. Firms must clearly specify whether proposal responses and fee structures relate to FOP, IT, or both departments. Proposals must specify necessary unique services and assigned personnel for each.

The selected firm shall partner with the department(s) to develop a redesigned Work Order and incident tracking system that includes asset inventory functionality. The selected firm will report to the Director of Facilities, Operations, and Planning for the FOP application and to the Chief Information Systems Officer for the IT application.

Both departments currently use the Heat client-server service management application that was last upgraded in 2007. This outdated version provides only the most simple and basic features required for a progressive and service oriented department.

Each department requires not only an updated look and feel for customers and technicians alike but also streamlined workflow attributes that incorporate simplistic user interaction. Technician and management features should include required complexity to properly manage the service life cycle to customers.

Specification and Features must include the below functionality that will be applicable to both the FOP and IT departments:

- User authentication using Active Directory integration with single sign-on capability.
- User identification and contract information that is delivered directly from Active Directory.
- Proper electronic security including the HTTPS protocol using either Transport Layer Security (TLS), Secure Sockets Layer (SSL).
- Web-enabled with simplicity functionality for customers to track specific tickets that they submitted.
- Web-enabled with simplicity for Technicians to pull up problem or incident work order tickets while working in the field from a mobile devices including small form factor devices such as a smart phones or an iPod.
- Good communication methods, strategies, or links between technicians, managers, and customers to assist with excellent service management delivery.
- Robust asset management capability for inventory and tracking purposes.

- Flexible licensing that requires minimal administrative effort to manage either concurrent pools or named users for technicians.

Specification and Features with the below functionality that will be beneficial District-wide:

- A cohesive and similar look and feel for users to submit and track problem / incident issues including a 'one-stop shop' philosophy.
- Consistent Helpdesk processes and features
- The ability to easily add additional Service Desk functionality representing additional District departments such as the Online Learning Center and Multimedia services. The ability to cross reference work order tickets between multiple departments

Information Technology Service Management for the IT Department:

The Institutional Technology department includes Networking, Servers, Applications, Desktop support, Helpdesk, Audio-Video, and Academic support services. This includes support for 1500 staff and faculty, 270 Smart Classrooms and Labs that comprise for over 10,000 devices spread across 6 locations. Additional IT departments that are to be included consist of services in the areas of Telecommunication, Multimedia, Online Learning, and Distance Education. The primary contact for this project is the Chief Information Systems Officer.

Specification and Features must include the below functionality for IT :

- Application **must** conform to ITIL service management (Information Technology Infrastructure Library). This provides a user experience that is process focused, proactive and preventative in nature, customer centric, integrated enterprise wide, where the use of formal best practices are distributed District-wide.
- Application **must** have electronic agent deployment for IP devices to allow asset management to track equipment and the basic health of any computer at any time. When asset management is in place and a client contacts IT the work order system.
- Application **should** provide a seamless link between the work order ticket, the asset, and the user so that remote access tool can be used to resolve issue on the computer. The tool should not be a 3rd party solution unless it's on the Mac platform.
- Application **should** deliver proactive alerts (creating tickets) informing on issues with the system before the client reports it.

- Application **must** have platform compatibility for both PCs and Mac computers as well as mobile devices with different operating systems.
- Application **must** have a reporting dashboard that are easy to decipher for management and technicians to see current status of what is in process. Ideally a customized report could be created of technician tickets that are inbound, in process, and closed weekly.
- Application **must** incorporate knowledge management directed internally for technicians for externally for the user community.
- Application **should** provide self-service features whereas clients can submit information relating to the incident and choose a solution that may potentially resolve the issue. This would empower some users to solve issues on their own.
- Application **should** be up and running with a minimum amount of setup and configuration 'out-of-the box'.
- Application **should** have simple templates and configuration changes that local administrators will have the capability to easily make changes as required for proper operation.
- Firms **must** include installation and training in their proposal.
- Application **must** be flexible & extensible to grow with the needs of the District.

Computerized Maintenance Management System (CMMS) for the FOP Department:

The District's FOP Department is interested in an affordable "off-the-shelf" system that requires minimal or no customization by the proposing Firm. The proposed initial purchase and installation will begin with a maintenance work order system and related tracking and reporting features. The CMMS will be required to include a fully-supported product with readily accessible customer service options. This system is required to support all functions of the FOP department's maintenance and operations activity, including regularly scheduled maintenance activities, as well as non-routine maintenance tasks for all of the FOP department's responsibilities including; Potable water distribution, fire-main piping and connection systems, on site electrical and gas service lines, wastewater collection systems, storm-water systems, landscaping, internal roads, buildings and related infrastructure maintenance needs. The District has over 70 buildings and 750,000 square feet of built space.

Specification, and Features must include the below functionality for FOP:

- Rolling up individual assets into broader assemblies, functional groups, and process groups.
- Tracking detailed maintenance, operations, and financial information for each asset.
- Tracking remaining useful life and life cycle costs based on operator-entered parameters.
- Defining performance goals and generating notifications as assets go outside the goal range.
- Attaching documentation such as photos, SOPs, and O&M manuals to asset records.
- Generating work orders and both standard and customized reports.
- **Work Order System:**
 - Complete, automated system that identifies, confirms, tracks, records and provides costs for all work order requests.
 - Statistics on response time and final cost by activity.
 - The system shall be able to schedule the work orders throughout the year and be able to retrieve work orders for a specific time interval or asset type to aid supervisors to group and assign work.
 - The system shall have the ability to create multiple work orders (multi-tasking) linked to individual capital assets.
 - Technologies for distributing work orders, such as e-mail and mobile devices (Phones, Tablets, etc.) are required.
 - The District requires having multiple time-frame scheduling capability on at least an annual, quarterly, monthly, bi-weekly and weekly basis for routine preventative maintenance and non-routine work.
 - Ability to document work accomplished in a paperless environment by utilizing laptop computers and/or mobile devices.
 - System shall have the ability to track from a priority list for emergency and time sensitive issues.
- **Preventative Maintenance Scheduling:**
 - The system shall be capable of defining all features maintained by the District in the asset inventory as collected or periodically modified including site location, feature description, etc.
 - The system shall allow for the development of routine planning of maintenance work.
 - Preventive Management and Scheduling shall be fully integrated with all aspects of the application and must be able to issue work orders.
 - Software shall have an automated scheduling process inclusive of all work to be accomplished in each time period.
 - Ability to review anticipated activities by any time period is desirable.

- **In-house and External Billing:**
 - The system shall be able to perform in-house and external billing on a time and material basis or by work units completed.
 - Capability to apply multiple overhead rates for in-house versus external customers and a separate material surcharge for materials used.
- **Reporting:**
 - The system modules proposed by the vendor must provide all standard reports.
 - Report features must be made available with no additional charge.
 - The software or third party report generators shall have the capability of creating custom reports by the user without the need for additional respondent support.
 - Report generation shall be straightforward and easy to request.
 - The reporting module shall provide the user with the ability to query options from multiple database tables without the user needing to have any scripting knowledge and have the capability to search for specific criteria.
 - Reports shall have the capability to be saved for future use and re-printing.
 - The system should allow for users to customize the look and feel including adding our District/Department Logo.
 - Reports must allow for a preview prior to printing, so the user has an opportunity to verify the data and format expected.
 - Report data should be downloaded to an excel worksheet and xml file. Management Reports must be secured to privileged users only.
- **System Documentation:**
 - Proposers shall include electronic or printed materials that are furnished with the system software including but not limited to: Administrator's Guide, User Guide, Help Documentation, and other system documentation that will make the District staff able to support and administer the system.
- **Training and startup services:**
 - Proposers must include the costs for startup and training which includes installation of the system, consultation on system requirements, and training of primary system users.
 - The District anticipates approximately ten (10) to fifteen (15) primary software users.
 - Training must be provided on-site.
 - Additional training and support must be available through a customer service call-center and through on-line resources at no additional costs.
- **Technology Standards and User Interface Requirements:**

- The system should provide all features within the current version requiring no coding or programming modifications and with all changes done through configuration of existing software.
- **Software and Technical Standards:**
 - The District's core business systems that will be integrated with the CMMS system are outlined below.
 - Geographic information system: ESRI ArcGIS.
 - Email system: Microsoft Exchange/Outlook.
 - Active Directory Integration.
 - Drafting system: AutoCAD.
 - Desktop applications: Bi-directional integration with MS Word, Excel, and Access.

5. DISTRICT'S GOALS FOR THE IMPLEMENTATION OF SERVICE MANAGEMENT SYSTEM FOR BOTH IT AND FOP

- A. Implement a service management system that is user friendly and customer service driven.
- B. A system that has functionality to tag and expedite safety/emergency work orders.
- C. Strict adherence to project and implementation and roll out schedule.
- D. System that allow customers or helpdesk operations to enter tickets electronically using a service catalog.
- E. A system that either routes work orders into the proper work queues automatically or by assigned personnel.
- F. Work order tracking operation to include an electronic customer feedback method.
- G. The system must have ability for technicians to work to satisfy established Service Level Agreements (SLA) and it must conform to Information Technology Infrastructure Library (ITIL) practices.
- H. A reporting dashboard for customers, technicians, leads, and supervisors to refer to when they analyze ticket resolution.
- I. The system must have workflow capability to design processes and procedures to improve service efficiency and productivity.
- J. The asset management functionality must include both hardware and software monitoring and tracking.
- K. Accurately capture the condition and performance of existing assets, and the resources required to maintain and renew them.
- L. Streamline preventive maintenance and proactive asset renewal programs.
- M. Improve life cycle cost tracking.
- N. Provide an inventory monitoring management system.
- O. Implement an electronic work order management system to log labor, material, and equipment costs.

- P. Ensure long-term reliability of asset data storage and retrieval, including associated documentation such as standard operating procedures and O&M manuals.
- Q. Improve recording and assessment of failures and incidents.

PROPOSAL FORM A

General Information

1. Cover Letter

Cover letter to District in addition to the Proposers narrative must include the information noted below in a letter format.

The individual who is authorized to bind Service Management System for Information Technology Service Management and Computerized Maintenance Management System (CMMS) Proposal (hence, "Proposer") contractually must sign the cover letter, which must accompany the Proposer's RFP 1516 - 149 response. This cover letter must indicate the signer is so authorized and must indicate the title or position that the signer holds in the Proposer's firm. **An unsigned cover letter shall cause the proposal to be rejected.** The cover letter must contain a statement that the Proposer acknowledges that all documents submitted pursuant to this request for proposal process will become a matter of public record. The letter must also contain the following:

- The Proposer's name, address, e-mail, telephone, and facsimile number.
- The Proposer's Federal Employer Identification Number and Corporate Identification Number, if applicable.
- The name, title or position, and telephone number of the individual signing the cover letter.
- A statement indicating the signature is authorized to bind the Proposer contractually.
- The name, title or position, and telephone number of the primary contact and/or account administrator, if different from the individual signing the cover letter.
- A statement to the effect that the proposal is a firm and irrevocable offer, good for 90 days. Please complete Proposal Form A through I and Appendices A thru F as part of your RFP response.
- A statement expressing the Proposer's willingness to perform the services as described in this RFP.

- A statement indicating that all forms, certificates and compliance requirements included in this RFP are completed and duly submitted in the proposal response.
- A statement expressing the Proposer's availability of staff and other required resources for performing all services and providing all deliverables within the specified time frames as described in the RFP.

2. Proposer Corporate Information

- Type of Firm:
Corporation: _____ Proprietorship: _____ Partnership: _____
Joint Venture: _____ Other (please describe): _____
- Business License Number: _____
- Number of years in business under firm name: _____
- Has the firm changed its name within the past 3 years?
YES ☐ NO ☐
If yes, provide former name(s): _____

- Have there been any recent (within the last three years) changes in control/ownership of the firm?
YES ☐ NO ☐
If yes, explain. _____

- Have officers or principals of the firm ever had their business license suspended or revoked for any reason?
YES ☐ NO ☐
If yes, please explain. _____

<p style="text-align: center;">PROPOSAL FORM B MANDATORY RESPONSES</p>
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For each of the following questions please limit your response to no more than one page per question. **Responses should be in 12 point type and not exceed fifteen (15) pages in length, excluding sample reports, screen shots and numerical analyses.** Each proposal shall specifically address the following topics. Please refrain from submitting general marketing materials which do not explicitly respond to the questions below. Ensure each question is numbered per the RFP and each question is clearly identified and precedes the response.

1. Qualifications and Experience of Firm

- 1.1. Detail Firm's experience including each team member's experience in providing the services listed in the RFP include Project Name, Client Organization within the last 5 years.
- 1.2. Describe other contracts (at least 6, but no more than 10) similar in scope, size or discipline to the required services described herein, performed or undertaken within the past five years.
- 1.3. Provide references, including name, address and telephone number of a contact person for each project identified and described above. Indicate commencement dates, duration and type of operation (Use Proposal Form G).
- 1.4. Provide a list of all Public Educational clients in the State of California.

2. Project Manager and Key Technical Personnel

- 2.1. Clearly identify the professional staff person(s) who would be assigned as your Project Manager and key technical personnel and provide resumes. The proposal should indicate the abilities, qualifications, and experience of these individuals (Use Proposal Form C).

3. Project Approach

- 3.1. For the Scope, specification and tasks outlined in this RFP provide a narrative describing the firm's understanding of the task and indicate the following:
 - 3.1.1. Approach used to complete the task.
 - 3.1.2. Information needed from the District.
 - 3.1.3. Issues to be considered in completion.
 - 3.1.4. Team member(s) who will complete the task.
 - 3.1.5. If more than one, clearly indicate the responsibility of each team member.
 - 3.1.6. Estimated level of effort in hours, broken down by subtasks and each team member's effort.

- 3.1.7. Indicate standards adhered to and certifications held by team members.
- 3.1.8. Any project contingencies or dependencies.

4. Training

- 4.1. Explain the standard training offered to District staff (remote versus in person).
- 4.2. What is the approach to training if providing response to both IT SMS and CMMS?
- 4.3. How many staff are included in the training per the proposal?

5. Software Characteristics and Compatibility

- 5.1. What is the maximum number of asset points currently being used by your existing customers with the same version of software being proposed for this project?
- 5.2. Indicate if the application is designed to be hosted or run locally on the SWC network.
- 5.3. Indicate server hardware, database, and application software requirements.
- 5.4. Cite examples where software has been successfully integrated with ESRI-ArcMap, (CMMS only).
- 5.5. What is the frequency of software updates and how are they applied?
- 5.6. How are customers notified of software updates and can the system operate normally as they are being applied?
- 5.7. Describe the resources for software support and technical assistance.
- 5.8. What is the maximum response time for technical assistance requests?
- 5.9. Are there different levels of technical support?

6. User Interface and Basic Set up

- 6.1. Provide examples of at least three different screen views.
- 6.2. Describe what is included in the basic setup services.
- 6.3. List typical customization included as part of basic setup.

7. Asset Management Functionality

- 7.1. Provide screen shots to illustrate the standard fields for tracking asset information.

8. Work Order Processing

- 8.1. Does the software have a limit to the number of work orders that can be created and stored?
- 8.2. Are work orders customizable?
- 8.3. Does the application utilize work flow techniques for ticket processing?
- 8.4. How are priority codes assigned to work orders?
- 8.5. Describe how the software facilitates preventive maintenance planning. Can it

generate a full 52-week PM plan?

8.6. Provide examples of a standard work order (both open and closed/completed).

8.7. Can the software roll up multiple work orders into a single project?

9. Capital Improvements (CMMS only)

9.1. Describe how the software addresses depreciation. Can different assets be depreciated at different rates?

9.2. Does the software generate a report tracking the depreciated value of each asset?

9.3. Can failure risks be individually determined for each asset?

9.4. Does the software generate a report of priority assets based on failure risk?

9.5. Can the software calculate renewal/replacement costs based on pre-determined and/or user-defined inflation rates?

10. Reporting Ability

10.1. Provide a list of standard reports (non-custom) generated by the software.

10.2. Describe the process for creating a new report that will be used repeatedly. Is this functionality included in the basic software package or is it an add-on or third-party software?

10.3. Provide samples of both standard reports and an example of custom reports.

10.4. Describe the reporting capabilities of the system.

10.5. Would the reporting module provide the user with the ability to query options from multiple database tables without the user needing to have any scripting knowledge and have the capability to search for specific criteria?

10.6. Will the report data be downloadable into excel worksheet or/and xml file and would Management Reports be secured to privileged users only.

11. Licensing

11.1. Describe the licensing models that are available (concurrent versus named users)

11.2. Provide the most cost effective licensing model for SWC considering Facilities has 35 technicians and IT has 35 technicians of which 25% would use the system randomly during the week.

11.3. Is licensing required for the 1500 customers who would interface with this system by having work order tickets in process?

11.4. Provide the annual licensing fee schedule (Proposal Form E).

12. System Setup Services

12.1. What is included in the basic setup services?

12.2. List typical customization included as part of basic setup.

12.3. Describe the process for data population.

- 12.4. List optional setup services.
- 12.5. For each service, provide additional cost and time for implementation (as applicable).

13. Hardware and Operating Environment

- 13.1. Provide information on the infrastructure and physical environment.

14. Additional Features

- 14.1. List all features, additions or upgrades that your firm offers that makes your services and system unique.

15. Product Roadmap

- 15.1. Please let us know where you are going with your product so we have information on your *planned* roadmap.

16. Why Should SCCD Choose Your Product

- 16.1. How do you differentiate your products from your competition?
- 16.2. How do you see yourself being a good fit for SCCD?
- 16.3. This implementation is a substantial investment of resources on the part of District, why should we choose your product?

17. Outsourcing

- 17.1. Provide information on outsourced/purchased solution such as technology components of your application, contractor outsourcing for support or primary development efforts, etc.

18. Implementation Summary

- 18.1. Provide a high-level description of the implementation process including primary steps or phases, approximate timelines, Firm resources and required District resources necessary to launch the ITSM and CMMS.

19. Data Ownership

- 19.1. Define how ownership of District data will be transferred to the District upon request or contract termination.
- 19.2. Also define any cost related to the data transfer.

**PROPOSAL FORM C
PERSONNEL EXPERIENCE**

NAME	
Title	
Office Location	
Role	
Qualification	
How Long in Current Position?	
How Long in Relevant Practice?	
How Long Licensed in California?	
Number of Community College Transactions Individual Has Participated?	
Brief Profile	
Other Relevant Experience	
Billing Rate	

NAME	
Title	
Office Location	
Role	
Qualification	
How Long in Current Position?	
How Long in Relevant Practice?	
How Long Licensed in California?	
Number of Community College Transactions Individual Has Participated?	
Brief Profile	
Other Relevant Experience	
Billing Rate	

PROPOSAL FORM D SPECIFICATION AND FEATURES

Complete the Specification and Features Table below indicating how the proposed software meets the specifications of this RFP. Provide responses to the information requested below by checking the boxes as appropriate to indicate how the proposed system would meet the specifications of this RFP. Definitions are as follows:

Meets: Feature is standard and available in the current release; no customization or modification required.

Meets with Minor Configuration: Configuration maintains application on upgrade path. Testing and production of modifications will be completed by implementation date.

Meets with 3rd Party Software: Indicate the name of the recommended software application and number of installs jointly completed.

Meets with Major Configuration: Indicate timing required for configuration and estimated costs.

Does Not Meet: Software cannot meet requirement.

Future Release: Requirement will be available in a future release. Indicate anticipated release month and year.

SPECIFICATIONS AND FEATURES APPLICABLE FOR BOTH APPLICATIONS (IT OR FOP)

Item	Description	Meets	Meets with minor Config.	Meets with 3 rd party software	Meets with major Config.	Does not meet	Future release
1	User authentication using Active Directory integration with single sign-on capability.						
2	User identification and contact information delivered directly from Active Directory.						
3	Electronic security including the HTTPS protocol.						

4	Web-enabled with simple functionality for customers to track specific tickets that they submitted.						
5	Web-enabled with simplicity for Technicians to pull up problem or incident work order tickets while working in the field from a mobile devices including small form factor devices such as a smart phones or an iPod.						
6	Good communication methods, strategies, or links between technicians, managers, and customers to assist with excellent service management delivery.						
7	Robust asset management capability for inventory and tracking purposes.						
8	Flexible licensing model that requires minimal administrative effort to manage either concurrent pools or named users for technicians. SDDC has approximately 1500 employees, 35 IT Technicians and 35 Facilities Technicians.						
9	A cohesive and similar look and feel for users to submit and track problem / incident issues including a 'one-stop shop' philosophy.						
10	Consistent Helpdesk processes and features.						
11	The ability to easily add additional Service Desk functionality for additional District departments such						

	as HR & Purchasing with the ability to cross reference work order tickets between multiple departments.						
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SPECIFICATIONS AND FEATURES APPLICABLE FOR INSTITUTIONAL TECHNOLOGY

Item	Description	Meets	Meets with minor Config.	Meets with 3 rd party software	Meets with major Config	Does not meet	Future release
1.	Application must conform to <u>ITIL service management</u> (Information Technology Infrastructure Library). This provides a user experience that is process focused, proactive and preventative in nature, customer centric, integrated enterprise wide, where the use of formal best practices are distributed District-wide.						
2.	Application must have electronic agent deployment for IP devices to allow <u>asset management</u> to track equipment and the basic health of any computer at any time. When asset management is in place and a client contacts IT the work order system.						
3.	Application must have workflow to allow for equipment check out and tracking for students and faculty loans.						

4.	Application must allow users to submit images and documents with work order requests						
5.	Application should provide a seamless <u>link between the work order ticket, the asset</u> , and the user so that remote access tool can be used to resolve issue on the computer.						
6.	Application should deliver proactive alerts (creating tickets) informing on issues with the system before the client reports it.						
7.	Application must have <u>platform compatibility</u> for PCs and Mac computers as well as mobile devices with different operating systems.						
8.	Application must have a <u>reporting dashboard</u> that is easy to decipher for management and technicians to see current status of what is in process. Ideally a customized report could be created of technician tickets that are inbound, in process, and closed weekly.						
9.	Application must incorporate <u>knowledge management</u> directed internally for technicians for externally for the user community.						
10.	Application should provide <u>self-service</u> features whereas clients can submit information relating to the incident and choose a						

	solution that may potentially resolve the issue. This would empower some users to solve issues on their own.						
11.	Application should be up and running with a <u>minimum amount of setup and configuration</u> 'out-of-the box'.						
12.	Application should have <u>simple templates and configuration</u> changes that local administrators will have the capability to easily make changes as required for proper operation.						
13.	Firms must include <u>installation and training</u> in their proposal.						
14.	Application must be <u>flexible & extensible</u> to grow with the needs of the District.						

SPECIFICATIONS AND FEATURES APPLICABLE FOR FOP (FACILITIES, OPERATIONS AND PLANNING)

Item	Description	Meets	Meets with minor Config.	Meets with 3 rd party software	Meets with major Config	Does not meet	Future release
Work Order System							
1.	Unlimited requesters allowed submitting work orders.						
2.	Generate statistics on response time and final cost by activity.						
3.	System must have the ability to be accessed						

	remotely.						
3.	System must provide multiple levels of access for editing and reviews based on set parameters.						
4.	Work orders will provide features for setting completion deadlines and reporting back completion information to requestors.						
5.	System will be able to schedule the work orders throughout the year and be able to retrieve work orders for a specific time interval or asset type to aid supervisors to group and assign work.						
6.	System shall have the ability to create multiple work orders (multi-tasking) linked to individual capital assets.						
7.	Work orders must be defined according to the type, trouble report or work order, and scope of work involved.						
8.	Work Orders can be assigned priorities.						
9.	The software must record information about work requestors such as name, phone number, and email address.						
10.	System must provide the ability to track cost, labor hours, and material						

	tracking.						
11.	Reporting features must be customizable if required, with standard reports available as part of the basic system structure. All reporting is available with no additional charge for capability. The software can record information about employees assigned to the work, including name and email address.						
12.	Request will be automatically routed to personnel authorized for review and approval.						
13.	The software permits concurrent work order entry from multiple client computers and portable devices.						
14.	Technologies for distributing work orders, such as e-mail and mobile devices (Phones, Tablets, etc.) are required.						
15.	Multiple time-frame scheduling capability on at least an annual, quarterly, monthly, bi-weekly and weekly basis for routine preventative maintenance and non-routine work.						
16.	Ability to document work accomplished in a paperless environment by utilizing laptop computers and/or mobile devices.						

16.	System shall have the ability to provide Asset inventory management to track parts, storage location and interface with work order system to monitor usage of parts and material and send an alert when inventory falls below preset quantity levels.						
17.	System shall have the ability to track from a priority list for emergency and time sensitive issues.						
18.	System shall have the ability to track assigned employee utilization, material usage per work order and create estimates for time and material.						
Preventative Maintenance Scheduling							
1.	System shall be capable of defining all features maintained by the District in the asset inventory as collected or periodically modified including site location, feature description, etc.						
2.	System shall allow for the development of routine planning of maintenance work.						
3.	Preventive Management and Scheduling shall be fully integrated with all aspects of the application and must be able to issue work orders.						
4.	Application shall have an automated scheduling process inclusive of all						

	work to be accomplished in each time period.						
5.	Track all scheduled maintenance.						
6.	Generate recurring maintenance schedules on a daily, weekly, monthly, quarterly or annual basis as necessary.						
7.	The software can maintain the preventive maintenance (PM) histories of assets and equipment for as long as five years.						
8.	Interfaces with work order module to automatically generate maintenance work orders.						
9.	Preventive maintenance activities can be scheduled on specified dates, days of the week, days of the month, and may be restricted to specified seasons.						
10.	The software can generate reports of overdue PM orders.						
In-house and External Billing							
1.	The system shall be able to perform in-house and external billing on a time and material basis or by work units completed.						
2.	Ability to bill on an itemized time and material basis or by work unit for any group, program or activity.						
3.	Ability to apply multiple overhead rates for billing including a rate for billing other divisions within Public Works, or other departments within the City						

	and for billing outside agencies.						
4.	Apply a separate surcharge to items billed.						
5.	Invoices shall include the following information: invoice number, customer, budgetary account and charge account.						
	Reporting:						
1.	Application or third party report generators shall have the capability of creating custom reports by the user without the need for additional respondent support.						
2.	Reporting module shall provide the user with the ability to query options from multiple database tables without the user needing to have any scripting knowledge and have the capability to search for specific criteria.						
3.	Reports shall be able to be saved for future use and re-printing.						
4.	Application should allow for users to customize the look and feel including adding our District/Department Logo.						
5.	Reports must allow for a preview prior to printing, so the user has an opportunity to verify the data and format expected.						
6.	Report data should be able to be downloaded to an excel worksheet and xml file.						
7.	Management Reports must						

	be secured to privileged users only.						
8.	Provide pre-defined system reports, for both assets and work orders, which can be customized by the user.						
9.	Allow users to create and save custom reports.						
10.	Send reports to printer, file, or email.						
11.	Support reporting by date range, exceptions, work order status, asset category or attribute value, and other parameters.						
Software & Technology Standards and User Interface							
1.	System should provide all features within the current version requiring no coding or programming modifications and with all changes done through configuration of existing software.						
2.	<p>Capability to integrate District's core business systems with the CMMS system are outlined below:</p> <ul style="list-style-type: none"> • Geographic information system: ESRI ArcGIS. • Email system: Microsoft Exchange/Outlook. • Active Directory Integration. • Drafting system: AutoCAD. • Desktop applications: Bi-directional integration with MS Word, Excel, and Access. 						

4.	Server operating system: The system shall have the ability to run on Microsoft Windows Server Operating system.						
5.	All server components must be capable of being virtualized and must be compatible with VMware.						
6.	Desktop operating system: The client component of the system shall have the ability to run on workstations running Windows Operating System and be compatible with standard Web Browsers.						
7.	Communications protocol: The software shall be able to communicate using TCP/IP protocol.						
8.	Microsoft Outlook integration: Provide the ability to integrate with Microsoft Outlook including auto-generating email alerts.						
9.	User security/access control: Provide the ability to limit data editing and functionality to only authorized users through Active Directory security of local account-application policy. Access to various functions is granted to groups and/or roles with modify vs. view only access.						
10.	Mobile devices: Provide mobile software that is compatible with Apple iOS.						
11.	Provide the ability to add new user defined codes to						

	any code set at any time (e.g. work order status codes, maintenance codes, etc.).						
12.	Support the Windows Copy, Cut, and Paste functions in every user editable field.						
13.	No character limit on note/comment fields in asset registers and work orders.						
14.	Preference settings: Retain all system and user configuration and preference changes when upgrades are applied.						
15.	Data import/export: Provide import/export capability to Microsoft Office applications including MS Word, Excel, Access, and Outlook.						
16.	Image display: Support image display in industry-standard formats including JPG, TIFF, and BMP.						
17.	Date accommodation: Handle dates beginning with 1960 and extending indefinitely into the future.						
18.	Full audit trail including date, time, and user stamp when changes are made.						

**PROPOSAL FORM E
FEE AND RATE PROPOSAL**

ITSM & CMMS Software, Licensing, and Technical Support

Item Description	ITSM Cost	CMMS COST
Software package meeting the requirements of this RFP	\$	\$
2016 licensing fee	\$	\$
2017 licensing fee	\$	\$
2018 licensing fee	\$	\$
2019 licensing fee	\$	\$
2020 licensing fee	\$	\$
2021 licensing fee	\$	\$
Annual Maintenance and or technical support fee (indicate if fixed for the 5 year term or identify the % escalation in rate each year)	\$	\$

Implementation Services

Item Description	ITSM Cost	CMMS COST
Basic implementation services per the requirements of this RFP	\$	\$
Training per the requirements of this RFP	\$	\$
Meetings and updates per requirements	\$	\$

Supplemental Information to be Provided with Costs

1. Pricing shall be delineated by the listing of all modules included in the proposed software package.
2. Indicate length of license term, if more than one year.
3. List technical support services included in the proposed cost.
4. List optional setup and customization services cost.

List any other types of services generating a cost to the District which are not included in the fees shown above, plus a formula or explanation as to how these additional costs will be determined and billed to the District.

Pricing should be submitted for years 1 through 5 of the proposed contract period. Fees for all 5 years shall be firm.

<p style="text-align: center;">PROPOSAL FORM F GENERAL TERMS AND CONDITIONS</p>

Offer Held Firm: The Proposer agrees that it will not withdraw its offer for a period of *ninety (90)* calendar days from the opening date.

Right to Reject: The Proposer understands that the District reserves the right to reject any or all proposals and to waive any informality in the evaluation of proposals. The District intends to verbally negotiate with the Proposers to reach a final agreement.

Proposer Certification: The Proposer certifies that this proposal/bid is made without previous understanding, agreement or connection with any person, firm, or corporation making a bid on the same services, and is in all respects fair and "without collusion or fraud."

Execution of a Contract: If awarded a contract, the Proposer agrees to execute a contract in accordance with this Proposal and the District's Instructions for Submittal of Proposals, Information for Proposers, General Conditions, and Service Requirements within twenty one (21) calendar days of receipt of written notice of acceptance of the Proposal by the District.

Assumption of Contract: The Proposer agrees to assume operations under the contract within ten (10) calendar days following the District's notification to proceed.

Exceptions to Specifications: In submitting a proposal, the Proposer affirms acceptance of the complete Conditions Specifications and Requirements associated with the District's RFP document, unless otherwise stipulated. Any variances or exceptions which the Proposer wishes to note with respect to any of the Conditions, Specifications, or any District Service Requirements are to be stated in detail and submitted as Appendix E: "RFP Exceptions".

Conflicts of Interest: All Proposers must disclose the name of any Board of Trustees member, officer, director, or agent who is also an employee of the Southwestern Community College District, which includes any District employee. Further all Proposers must disclose the name of any District or District employee, or Board of Trustees member, who has, directly or indirectly, any financial interests in the Proposer's firm or any of its branches. Submit this information on an attachment to the proposal which is titled "Conflict of Interest" and include the person's name, interest or position, and percent of ownership, if applicable.

Required Submittals: The Proposer's detailed responses to the District's specifications and evaluation criteria must accompany this Proposal.

District's Right to Award: The signer hereby acknowledges that the District reserves the right to make the award to the Proposer which the District judges to have submitted the proposal most favorable to the District, with the District being the sole judge thereof.

Legally Binding it is further certified that the person whose signature appears below is legally empowered to bind the company in whose name the proposal is entered.

SUBMITTED BY:

Company Name

Mailing Address

City, State, and Zip Code

Telephone Number

FAX Number

By: Signature (Manual)

By: Signature (Typed or Printed)

Title

**PROPOSAL FORM G
REFERENCES**

Each Proposer must be able to present both current and past evidence of satisfactory experience in providing services requested. The District is particularly interested in evaluating references from other public community colleges similar to size and function of Southwestern Community College District. Please list three (3) current and three (3) past references for California educational or public entities that can be contacted for an assessment of current or past client satisfaction using the format outlined below.

CURRENT REFERENCES**Name of Entity:** _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No.: _____ Email: _____

Number of Years Using Your Firm's Services: _____

Type of System/Services Provided: _____

PAST REFERENCES**Name of Entity:** _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No.: _____ Email: _____

Number of Years Using Your Firm's Services: _____

Type of System/ Services Provided: _____

PROPOSAL FORM H
Addenda Acknowledgement

Addenda: Changes or corrections to the proposal document will be issued via a numbered addendum format at the time of the pre-proposal conference or at least five (5) calendar days prior to submittal date. Record below the number(s) and date(s) of addenda received, if applicable.

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

PROPOSAL FORM I

IT ACCESSIBILITY STANDARDS AND COMPLIANCE REQUIREMENT

For the product/service being purchased in this RFP, Firm must demonstrate compliance with the following standard: WCAG 2.0 level AA for products/services with web or Internet access.

Firm shall provide detailed information to the below questions along with the necessary demonstrations as required about the accessibility of the proposed IT products or services.

1. For services to develop web-related products, include a description of how each of the WCAG 2.0 level AA standard/requirement will be implemented.
2. For each area of noncompliance, describe any planned remediation roadmaps, including timelines and steps that will be taken to achieve full compliance, as well as interim workarounds to enable access by individuals with disabilities.
3. Provide your Firm's policy or commitment statement regarding electronic accessibility.
4. Who in your Firm is responsible for the electronic accessibility policy and compliance (provide contact information)?
5. Do you have an accessibility function or team responsible for technical development? Describe its role in your organization.
6. How does your company achieve compliance with IT accessibility standards?
7. Describe the testing protocols you use to assess the accessibility of your product/service.
8. Can you provide live or pre-recorded demonstrations of the accessibility of your product?
9. How do you assure that you keep your product current with changing legal requirements and accessibility best practices?
10. If needed and when requested, Firm must provide evaluation products for additional District validation testing.

Demonstration and Tests

- RFP Finalists should be required to provide demonstrations during the Site Visit for Product Demonstration or any other venue to support their statements about the accessibility of their products or services.
- At a minimum, the Firm should show how blind or low-vision users would access the product using a screen reader. The supplier also may be asked to include members of other disabled communities to demonstrate different types of accessibility compliance.

APPENDIX A
Noncollusion Declaration

**NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND
SUBMITTED WITH PROPOSAL**

State of California)
) ss.

County of _____)

_____, being first duly sworn,
deposes and says that he or she is _____ of
_____ the party making the foregoing
proposal that the proposal is not made in the interest of, or on behalf of, any
undisclosed person, Proposer, company, association, organization, or corporation; that
the proposal is genuine and not collusive or sham; that the Proposer has not directly or
indirectly induced or solicited any other Proposer to put in a false or sham proposal,
and has not directly or indirectly colluded, conspired, connived, or agreed with any
Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from
submitting a proposal; that 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 that of any other Proposer, or to secure any
advantage against the public body awarding the contract of anyone interested in the
proposed contract; that all statements contained in the proposal are true; and, further,
that 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, or paid, and will not pay, any fee to any corporation, Proposer, company
association, organization, or to any member or agent thereof to effectuate a collusive
or sham proposal.

I certify (or declare) under penalty of perjury that the
foregoing is true and correct.

Signature

APPENDIX B
Equal Opportunity Affirmative Action Statement

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT

Proposer hereby certifies that in performing work or providing products for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Proposer shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section

12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this _____ day of __, 2016.

Name of individual, company or corporation

By:_____

Title:_____

Address:_____

City

State

Zip Code

(Corporate Seal)

<p style="text-align: center;">APPENDIX C Consultant's Certificate Regarding Worker's Compensation</p>
--

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of individual, company or corporation

By:_____

(Corporate Seal)

Title:_____

Address:_____

City State Zip Code

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

APPENDIX D
Sample Agreement

Proposer must submit all exceptions to the below agreement as part of the RFP submission for District review.

CONSULTANT SERVICES AGREEMENT

This AGREEMENT is made and entered into this < **Board Date**>, between **SOUTHWESTERN COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “DISTRICT”, and <**Consultant**>., hereinafter referred to as “CONSULTANT”. The DISTRICT and the CONSULTANT are sometimes referred to herein as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT requires specialized services and/or advice in connection with certain consulting, financial, economic, accounting, estimate and/or administrative matters where such services and advice are not available to the DISTRICT without cost either internally or from other public agencies;

WHEREAS, CONSULTANT has represented to the Governing Board that CONSULTANT is knowledgeable and qualified in skills required for this project and covenants that CONSULTANT is capable of performing the services required under this agreement; and

WHEREAS, DISTRICT desires to obtain specialized services and/or advice for <**SERVICES**>, hereinafter referred to as the “PROJECT”, located within the DISTRICT; and

WHEREAS, CONSULTANT has indicated its willingness and commitment to provide its specialized services and/or advice to the DISTRICT on the terms hereafter set forth in this AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I

SCOPE OF SERVICES AND RESPONSIBILITIES

1. Services. The CONSULTANT shall provide to the DISTRICT on the terms set forth herein and all the services articulated in the CONSULTANT’s scope of work which is attached hereto and incorporated herein as **EXHIBIT “A”** (“Services”). The PARTIES agree if there is a proposal or similar document attached or incorporated into **EXHIBIT “A”**, that the terms of this AGREEMENT shall be controlling over any of the terms contained within the CONSULTANT’s proposal or similar document.

2. Contract Term. The term of this AGREEMENT shall begin <Start Date> and shall end <End Date>, in accordance with the schedule as stated in **EXHIBIT “A”**. This contract is for a “Base Period” of three (3) years and two (2) Option Periods. The Base period shall consist of 36 months as determined by the District above. The District has the option to extend the terms of the contract for two (2) additional periods consisting of 12 months each. This agreement will not exceed five (5) years total.

3. CONSULTANT makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT’s engagement hereunder:

a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the Services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform, for the benefit of the DISTRICT, such Services as are called for hereunder.

b. CONSULTANT, in providing the Services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws. CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services.

4. The CONSULTANT will perform its Services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The CONSULTANT will furnish, at its expense, those Services that are set forth in this AGREEMENT and **EXHIBIT "A"** and represents that the Services set forth in said EXHIBIT are within the technical and professional areas of expertise of the CONSULTANT or any sub-CONSULTANT the CONSULTANT has engaged or will engage to perform the Service(s). The DISTRICT shall request in writing if the DISTRICT desires the CONSULTANT to provide Services in addition to, or different from, the Services described in **EXHIBIT "A"**. The CONSULTANT shall advise the DISTRICT in writing of any Services that, in the CONSULTANT's opinion, lie outside of the technical and professional expertise of the CONSULTANT.

5. The CONSULTANT shall provide any required DSA reports, certifications or forms for each of the DSA application numbers included under this PROJECT within ten (10) days of that specific DSA application number PROJECT completion.

6. CONSULTANT warrants that all of CONSULTANT's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. CONSULTANT further represents that it, its employees and subcontractors or sub-CONSULTANTS have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of CONSULTANT's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the PROJECT, a threat to the safety of persons or property, or any of CONSULTANT's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the PROJECT by the CONSULTANT and shall not be re-employed to perform any of the Services or to work on the PROJECT.

7. The CONSULTANT is not authorized to modify, waive, eliminate, or add any requirement to the PROJECT's specifications or other contract documents, nor to approve or accept any portion of the construction work, unless specifically authorized in writing by the DISTRICT or its authorized representative. The CONSULTANT shall not have the right to reject work or the right to stop work, except for such periods as may be required to conduct sampling, testing or inspection of work covered by this AGREEMENT.

ARTICLE II

PAYMENTS TO CONSULTANT

1. Basic Services: CONSULTANT agrees to perform basic Services provided by this AGREEMENT, and DISTRICT agrees to pay CONSULTANT for such Services in accordance with **EXHIBIT "A"**. Compensation for Additional Services shall be dependent upon CONSULTANT's compliance with the provisions outlined in ARTICLE IV below and shall be calculated in accordance with the rates set forth in **EXHIBIT "A"**.

2. Reimbursable Costs/Expenses: The DISTRICT recognizes that certain costs and expenses associated with the Services performed are reimbursable to the CONSULTANT. Provided that the CONSULTANT obtains the DISTRICT's prior written approval, costs and expenses will be reimbursed to the CONSULTANT in accordance with this ARTICLE. The DISTRICT's prior written authorization is an express condition precedent to any reimbursement to the CONSULTANT of such costs and expenses, and no claim for any additional compensation or reimbursement shall be valid absent such prior written approval by the DISTRICT and calculated in accordance with the rates set forth in **EXHIBIT "A"**. The CONSULTANT's mileage and travel time shall not be considered as an allowable reimbursable expense. The descriptive categories of expenses that may be considered for reimbursement are as follows, and any other reimbursable expenses must be approved in writing by the DISTRICT:

- a. Approved reproduction of reports and/or other documents in excess of the copies required by this AGREEMENT;
- b. Fees advanced for securing approval of authorities in connection with the Services rendered pursuant to this AGREEMENT;
- c. Cost of UPS, Federal Express, and other deliverables; and
- d. Cost of sub-CONSULTANTS hired by CONSULTANT with prior written approval of DISTRICT.

3. The CONSULTANT shall submit invoices monthly to the DISTRICT for the fees incurred during the billing period and reimbursable expenses (if any). Separate invoices shall be submitted for each PROJECT. Invoice shall be processed within thirty (30) days upon receipt and approval by Southwestern Community College District of an invoice, in triplicate, showing services rendered for the period covered by the invoice.

4. All invoices submitted must contain the following certification statement: "I certify that payment requested is for appropriate purposes and in accordance with the provisions of the Contract." All invoices must be signed by CONSULTANT's Chief Financial Officer or designee.

5. CONSULTANT certifies that CONSULTANT has not and will not receive pay for the same services or days of Service by any other public agency.

6. DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT, unless otherwise specifically stated in the Contract.

The DISTRICT may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the DISTRICT from loss, including costs and attorneys' fees, on account of: (1) defective or deficient work product not remedied; (2) failure of the CONSULTANT to make payments properly to its employees or sub-CONSULTANTS; or (3) failure of CONSULTANT to perform its services in a timely manner so as to conform to PROJECT schedule.

ARTICLE III

TERMINATION

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of an uncured substantial failure of performance by such other PARTY, including insolvency of CONSULTANT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all Services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONSULTANT for Board approved Additional Services. In ascertaining the Services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings, reports and/or other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased CONSULTANT and replacement CONSULTANT costs, shall be deducted from payments to the CONSULTANT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Paragraph 4 below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon twenty (20) days written notice to the CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay CONSULTANT for all Services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT for Board approved Additional Services.

5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction

of the dispute, after the PROJECT has been completed, and not before. The PARTIES may agree in writing to submit any dispute between the PARTIES to mediation and/or arbitration.

ARTICLE IV

ADDITIONAL SERVICES

1. CONSULTANT shall notify the DISTRICT in writing of the need for Additional Services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering any Additional Services. The DISTRICT may also require CONSULTANT to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for all Additional Services shall be negotiated and approved in writing by the DISTRICT before CONSULTANT performs such Additional Services. CONSULTANT shall not be entitled to any compensation for performing Additional Services that are not previously approved by the DISTRICT in writing. Additional Services may include:

a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents;

b. Preparing reports and other documentation and supporting data, and providing other Services in connection with PROJECT modifications required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT;

c. If the DISTRICT requests additional shifts to complete the Services articulated in **EXHIBIT "A"** where the requests for additional shifts do not arise from the direct or indirect negligence, errors or omissions on the part of CONSULTANT, the CONSULTANT's compensation is expressly conditioned on the lack of fault of the CONSULTANT; and

d. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT's industry.

ARTICLE V

SUCCESSORS AND ASSIGNS

1. It is mutually understood and agreed that this AGREEMENT shall be binding upon the DISTRICT and its successors and upon the CONSULTANT, its partners, successors, executors, and administrators. Neither this AGREEMENT, nor any monies due or to become due thereunder, may be assigned by the CONSULTANT without the written consent and approval of the DISTRICT.

ARTICLE VI

AUDIT AND INSPECTION OF RECORDS OF THE CONSULTANT

1. At any time during the normal business hours and as often as DISTRICT may deem necessary, CONSULTANT shall make available to DISTRICT for examination at DISTRICT's place of business as specified herein, all data, records, investigation reports and all other materials respecting matters covered by this CONSULTANT and CONSULTANT will permit the DISTRICT to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Contract. CONSULTANT shall allow inspection of all work, data, documents, proceedings, and records related to the Contract for a period of four (4) years from the date of final payment under this Contract.

ARTICLE VII

REPORTS AND/OR OTHER DOCUMENTS

1. The reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's CONSULTANTS in accordance with this AGREEMENT, shall be and remain the property of the DISTRICT (hereinafter "PROPERTY"). The DISTRICT may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT's receipt of the DISTRICT's written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT within seven (7) calendar days. Failure to comply with the requirements in this Article shall be deemed a material breach of this AGREEMENT.

ARTICLE VIII

INDEMNITY AND INSURANCE

1. Indemnification. To the fullest extent permitted by law, CONSULTANT shall defend (with counsel of District's choosing), indemnify and hold the DISTRICT, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of CONSULTANT, its officials, officers, employees, subcontractors, CONSULTANTS or agents in connection with the performance of the CONSULTANT's Services, the PROJECT or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, or agents. CONSULTANT shall reimburse DISTRICT and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the DISTRICT, its directors, officials officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent CONSULTANT's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT agrees to waive all rights of subrogation against the DISTRICT.

a. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE VIII, PARAGRAPH 1 OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS

DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

b. ANY ATTEMPT TO LIMIT THE CONSULTANT'S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE CONSULTANT.

2. Insurance. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) and automobile liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) for bodily injury and property damage liability, per occurrence, including coverage for the following:

- i. Owned, non-owned and hired vehicles;
- ii. Blanket contractual;
- iii. Broad form property damage;
- iv. Products/completed operations; and
- v. Personal injury.

c. Professional liability insurance (errors and omissions), including contractual liability, with limits of ONE MILLION DOLLARS (\$1,000,000), per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The CONSULTANT shall carry adequate insurance on all reports, drawings, specifications, record drawings and/or other documents as may be required to protect the DISTRICT in the amount of its full equity in those reports, drawings, specifications, record drawings and/or other documents, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the CONSULTANT, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required in Paragraph b above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that written

notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such sub-CONSULTANT to purchase and maintain insurance coverage for the types of insurance referenced in ARTICLE VIII, Paragraphs 2a, b, c, and d above in amounts which are appropriate with respect to that sub-CONSULTANT's part of work which shall in no event be less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per occurrence.

ARTICLE IX

MISCELLANEOUS

1. Control and Payment of CONSULTANT and its Subordinates. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the Services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.

2. Prevailing Wages. For purposes of California Labor Code section 1720 *et seq.*, the PROJECT is a public works project. If applicable and required, Contractor shall pay, and shall cause all sub-CONSULTANTS and/or subcontractors of every tier to pay, not less than the specified prevailing wage rates, to the extent applicable, to all workers employed to perform work or Services under this AGREEMENT.

3. Ownership of Materials and Confidentiality.

a. All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by CONSULTANT pursuant to this AGREEMENT, shall be the sole property of the DISTRICT, except that CONSULTANT shall have the right to retain copies of all such documents and data for its records. DISTRICT shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this AGREEMENT shall be at DISTRICT's sole risk and provided that CONSULTANT shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this AGREEMENT.

b. All such materials and data shall be provided to the DISTRICT, or such other agency or entity as directed by DISTRICT or required by law, rule or regulation, immediately upon completion of the term of this AGREEMENT as directed by DISTRICT. Should DISTRICT wish to obtain possession of any such materials or data during the term of this AGREEMENT, it shall make its request in writing. Such information shall be provided to the DISTRICT within forty-eight (48) hours of its request.

4. No Third Party Beneficiaries. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

5. Conflicting Provisions. THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY PROPOSAL, GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS **EXHIBIT "A"** SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE CONSULTANT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE CONSULTANT MAY BE INCORPORATED INTO THIS AGREEMENT AS **EXHIBIT "A"** BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE CONSULTANT'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

6. Consultation with Legal Counsel. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

7. Time is of the Essence. Time is of the essence with respect to all provisions of this AGREEMENT.

8. Attorneys' Fees. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

9. Exhibits and Recitals. All exhibits and recitals referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though

fully set forth in each instance in the text hereof with the exception of those documents or provisions that are subject to the exclusions specifically set forth in this AGREEMENT.

10. Interpretation. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

11. Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is expressly specified in writing.

12. Counterparts. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.

13. Confidentiality and Use of Information:

a. CONSULTANT shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the DISTRICT's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

b. CONSULTANT shall advise the DISTRICT of any and all materials used, or recommended for use by CONSULTANT to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event CONSULTANT shall fail to so advise the DISTRICT and as a result of the use of any programs or materials developed by CONSULTANT under this Contract the DISTRICT should be found in violation of any copyright restrictions or requirements, or the DISTRICT should be alleged to be in violation of any copyright restrictions or requirements, CONSULTANT agrees to indemnify, defend and hold harmless, DISTRICT against any action or claim brought by the copyright holder.

c. Notwithstanding the above requirements, to the extent any records or documents associated with the CONSULTANT's services and/or the project are or become public records, they shall be subject to disclosure pursuant to the Public Records Act and applicable California law.

14. Governing Law: This AGREEMENT shall be governed by the laws of the State of California.

15. Severability: If any portion of this AGREEMENT is held as a matter of law to be unenforceable, the remainder of this AGREEMENT shall be enforceable without such provisions.

16. Notices: All notices or demands to be given under this AGREEMENT by either PARTY to the other shall be in writing and given either by: (a) personal service; or (b) by U.S. Mail, mailed either

by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either PARTY may be changed by written notice given in accordance with the notice provisions of this Paragraph. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

To the DISTRICT:

To the CONSULTANT:

Southwestern Community College District	Name
Attn: Priya Jerome, Director of Procurement, Central Services & Risk Management	Attn:
900 Otay Lakes Road	Address
Chula Vista, CA 91910	Telephone:
Telephone: (619) 482-6557	Email:
Email: pjerome@swccd.edu	

17. Conflict of Interest. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

18. Equal Opportunity Employment. CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. CONSULTANT shall also comply with all relevant provisions of District's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. CONSULTANT must make a good faith effort to contact and utilize DVBE subcontractors or sub-CONSULTANTS and suppliers in securing bids for performance of the Agreement and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or sub-CONSULTANTS and suppliers and identify DVBE firms utilized in performance of the Agreement.

19. Tobacco Prohibited: any tobacco use (smoking, chewing, etc.) by anyone, is prohibited at all times on any DISTRICT property.

20. Mandatory Dress. Appropriate dress is mandatory. Therefore, tank tops, cut-offs and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language, no profanity or other offensive language shall be permitted.

21. Images: If applicable, the CONSULTANT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.

22. Board Approval. In accordance with California Education Code section 81655, this AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

ARTICLE X

ENTIRE AGREEMENT

1. All of the AGREEMENT between the PARTIES is included herein, and no warranties expressed or implied, representations, promises, or statements have been made by either PARTY unless endorsed hereon in writing, and no charges or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as the AGREEMENT.

2. Neither amendments to nor modifications of this AGREEMENT shall be effective unless signed by officials of the CONSULTANT and the DISTRICT having authority equal to or greater than that of the officials signing this AGREEMENT. The DISTRICT and the CONSULTANT hereby agree to the full performance of the covenants contained herein.

signatures on following page

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

“CONSULTANT”

SS#/Federal Tax ID:

Address

Telephone:

Are you a district employee? ☐ Yes ☒ NoIs a Credential or Special License required for this consultancy? ☐ Yes ☐ No

If yes, please specify and attach a copy of current License. _____

Signature: _____

Date: _____

“DISTRICT”**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT**

Melinda Nish, Ed.D.

Superintendent/President

900 Otay Lakes Road

Chula Vista, CA 91910-7299

Telephone: 619 482-6301/Fax: 619 482-6413

Signature: _____

Date: _____

Originator: Tim Flood, Vice President for Business and Financial Affairs**Account No.:**

EXHIBIT "A"
(Compensation-Fee Schedule-Scope of Services)

1. Compensation for Basic Services:

APPENDIX E - Submission Checklist
Southwestern Community College District

**Service Management System for Information Technology Service Management and
Computerized Maintenance Management System (CMMS)**

Item	Included in RFP Response
Proposal Form A: General Information	
Proposal Form B: Mandatory Responses	
Proposal Form C: Personnel Experience	
Proposal Form D: Specifications and Features	
Proposal Form E: Fee and Rate Proposal	
Proposal Form F: General Terms and Conditions	
Proposal Form G: References	
Proposal Form H: Addenda Acknowledgement	
Proposal Form I: IT Accessibility Standards and Compliance	
Appendix A: Non-Collusion Declaration	
Appendix B: Equal Opportunity Affirmative Action Statement	
Appendix C: Contractor's Certificate Regarding Workers' Compensation	
Appendix D: Sample Agreement for Service Management System for Information Technology Service Management and Computerized Maintenance Management System (CMMS)	Not necessary to include with proposal if no changes are being requested, but receipt acknowledge
Appendix E: RFP Exceptions	
Appendix F: Submission Checklist	