

**LONG BEACH COMMUNITY COLLEGE DISTRICT
AND
THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES**

Request for Proposal (RFP) 19-D9001

Electronic Curriculum Management, Catalog, and Planning Solutions

I. RFP KEY DATES:

Posted to the District's website:	December 10, 2018
All questions and inquiries due:	December 17, 2018
Proposals due:	January 22, 2019
Presentations (at discretion of District) week of:	February 21-22, 2019
Independent Third-Party Accessibility Evaluation:	March 2019
Board of Trustees Approval of Contract(s):	April 2019

II. PURPOSE AND GENERAL INFORMATION:

A. PURPOSE

Long Beach Community College District (District, LBCC), in partnership with the Foundation for California Community Colleges (Foundation, FCCC) is the issuing agency for this RFP. The Foundation is the official nonprofit auxiliary organization for the California Community Colleges Chancellor's Office. The Foundation brings with it the ability to enter into an Agreement on behalf of the 72 California Community College Districts. The awarded bidder(s) will enter into a separate Agreement with the Foundation (see Exhibit A: Sample FCCC Administrative Services Agreement).

The objective of this Request for Proposal (RFP) is to solicit responses from qualified vendors for an electronic online curriculum management and catalog development tool that includes outcomes assessment and program review.

Long Beach Community College District and the Foundation seeks to contract with a curriculum and catalog management (CCM) provider(s) in the higher education marketplace. The District's intent is to acquire hosted planning, curriculum, outcomes assessment, program review, and catalog tools that help the District streamline processes, analyses, and output to improve student success. The District is striving to become more efficient and accurate with its planning and curriculum tools and processes for its stakeholders.

Through the use of planning and curriculum management, the District will improve flexibility, accuracy, efficiency, and consistency across platforms and streamline processes with the ultimate goal of helping students achieve success. By increasing efficiencies, the District will ensure that course and program information is accurate, that student learning outcomes processes are streamlined, and that planning and program review are integrated so that accreditation standards are met, and all components of the CCM function cohesively.

B. DISTRICT PROFILE

The Long Beach Community College District is a two-year community college that provides educational programs that encompass state of the art, technology-rich learning environments with broad academic and career technical instructional programs. Established in 1927, LBCC is one of the largest of the 114 community colleges in California with strong community partnerships and economic and workforce development initiatives that prepare students to be successful in the 21st century.

With two campuses in the city of Long Beach, the District encompasses 142 acres with an enrollment of approximately 24,000 students. The city of Long Beach has a population of 470,140 with 209,148 Hispanic residents, making LBCC a Hispanic-serving institution. In 2016, of the 1,840 graduates, 893 were Hispanic or Latino.

Long Beach City College is nationally recognized for the co-development of the Long Beach College Promise with the Long Beach Unified District (with 85 campuses) and California State University Long Beach. The Long Beach College Promise creates pathways for students as they progress from one educational institution to the next.

Additionally, Long Beach City College is one of 20 community colleges selected to participate in the California Guided Pathways project. LBCC is implementing an integrated, institution-wide approach to student success by creating structured educational experiences. Guided pathways provide students with clear, educationally coherent program maps that include specific course sequences, progress milestones, and program learning outcomes. These maps enable colleges to provide predictable schedules and facilitate efforts by faculty to ensure that students are building knowledge and skills within and across programs that will allow them to succeed in further education and on-the-job.

The District operates an Oracle PeopleSoft student information system, Canvas learning management system, and Nuventive's TracDat software. The District has used the PeopleSoft student system for over 12 years and the Canvas LMS environment for 2 years. Additionally, the District currently uses a campus developed course curriculum management system that does not include program development or catalog development entities. Program review and student learning outcomes efforts utilize TracDat and are not integrated with the current course curriculum management system. The college utilizes electronic education plans as part of the PeopleSoft suite that eventually will assist with developing student-centered scheduling.

C. GENERAL OVERVIEW

The Long Beach Community College District and the Foundation is looking to procure an electronic Curriculum Management system and Catalog system that manages the entire catalog and curriculum functionality. It is also desirable to procure the integration of planning, program review, and student learning outcomes/service unit outcomes assessment taxonomy.

CURRICULUM MODULE: Track and manage data within the module from the curriculum creation through final approval process (dates of local, regional, state, and federal approvals); provide ability to query reports with the dates of approval at each level; provide the ability to customize catalog and addenda per the needs of the college; authenticate using existing username and password credentials; ongoing technical support and training that allows the campus to work with consistent personnel.

CATALOG MODULE: Manage workflow processes for everyone involved; track edits and track status; archive copies of previous versions; integrate with Student Information System (SIS) and Learning Management System (LMS); flag inconsistencies and generate aggregated reports for the catalog, curriculum management; publish to the web, mobile, tablet and print; integrate with department websites; authenticate using existing username and password credentials; ongoing technical support and training that allows the campus to work with consistent personnel.

STUDENT LEARNING OUTCOMES (“SLO”) ASSESSMENT MODULE: Manage the workflow and process for creating new and modified SLOs for courses and programs; track changes through faculty, department head, and committee approval; allow for ease of uploading/deleting documents; integrate with curriculum, Course Outline of Record, and catalog modules; integrate with the Canvas Learning Management System and PeopleSoft; allow for ability to customize fields; allow for various level of editing and reporting; allow for easy capture of results of assessment and the disaggregation of results of assessment, allow for faculty input of analysis, meaningful actions; integrate with program review and department planning modules to connect to activities and resource allocation; allow for flexibility in modifying outcomes; allow for visualization of outcomes data; allow for mapping course to program to institutional learning outcomes.

D. SYSTEM SPECIFICATIONS AND REQUIREMENTS

The District is seeking to digitize the college catalog and curriculum management processes to eliminate reliance on paper catalogs and improve productivity, efficiency, and transparency. The interactive platform will streamline the process to create, organize, edit and archive course and program data by integrating with the curriculum management system. Automated workflow processes are expedited to manage participation in content creation and approvals with each step tracked and documented. In addition, the software is also expected to format and print professional-quality catalogs on demand for students and staff wishing to generate hard copies.

1. Services:

- a. Complete implementation within the designated timeframe.
- b. Provide a “kick-off” meeting to introduce the product to the District stakeholders.
- c. Present the designated team manager/account manager and discuss roles & responsibilities.
- d. Define expectations.
- e. Present conclusions drawn during proposal submittal process and implications.
- f. Provide recommendations and best practices utilized by other customers.
- g. Present an organization chart and implementation plan detailing how your company will support the project.
- h. Provide ongoing technical support and training for team and end-users that allows the District to work with consistent personnel.
- i. Provide initial and ongoing training allowing interface with dedicated client services representative consistently via email and telephone.
- j. Provide user manual for software.
- k. Provide support for initial uploads of data to software system.
- l. All other services required to implement and manage all systems purchased.

2. Tasks: The following items are the expected tasks and deliverables associated with the Electronic Catalog, Curriculum Management, and additional desirable functions.

- a. Project Initiation
 - i. Meet with identified District personnel to develop and finalize a detailed work/implementation plan and schedule, which at minimum will establish meeting, training, and presentation schedules, clarify roles and responsibilities of both staff and consultant teams.
 - ii. Review and collect necessary data including existing catalog content, course and program data, college hierarchy, department information, faculty data, anticipated user account set-up, desired search functions, and local curriculum processes structure.
 - iii. Convert existing files into e-catalog and potentially into scheduling systems.
 - iv. Individual college workflow analysis and customization of workflow systems process.
 - v. Obtain calendar layout and information.
 - vi. Obtain linked course and program development tools for parallel processes.
 - vii. What systems do not work with your software?
 - viii. Are there minimum operating specifications?
 - ix. How many users can be in the system at a time?
- b. Customization
 - i. Develop catalog, curriculum, assessment, schedule design, and program review design in accordance with college design intent including content and layout presentation.
 - ii. Create user-friendly rules for formatting.
 - iii. Create custom data entry forms and files.
 - iv. Convert written text into tables where applicable.
 - v. Support student information systems data presentation.
 - vi. Insert existing table or images where applicable.
 - vii. One-click ability to see corresponding courses and programs.
- c. Implementation
 - i. Adapt proposed system to meet the needs of existing IT systems including authentication of existing username and password credentials and integration between proposed system and existing databases.
 - ii. Create beta test site including site map for multiple sample courses, programs, and course schedule. Potentially include a beta test site for student learning outcomes and program review.
 - iii. District set-up and deployment consultations.
 - iv. Migrate previous year catalog, curriculum, and schedule into software.
 - v. Review of template sample files and website templates for catalog, curriculum, and potentially schedule, assessment, and program review.
 - vi. Publish online and PDF versions when requested.
 - vii. Final acceptance by District and IT.
 - viii. Dedicated catalog, curriculum, and potentially other desirable functionality to fine tune layout before presenting for review.
 - ix. Upload catalog, curriculum, and other potential functionality each semester/year and replace previous data.
 - x. Include at-a-glance page showing the status of all pending approvals, with ability to notify approvers of pending task(s).
- d. Comprehensive Training
 - i. Train staff and end-users on-site and in-person for start-up and provide ongoing training, professional development, and support when needed and in various modalities (on-site, email, phone, etc.)

- ii. Provide an electronic training/user manual for software that can be shared with end-users.

E. SCOPE OF PROJECT:

1. Curriculum Software: The web-based curriculum management product must provide an online platform that includes the following capabilities and benefits of a fully integrated and streamlined curriculum management system:
 - a. **Institution's business logic:** Faculty and staff may easily and electronically develop, modify, or delete courses and programs.
 - b. **Manages user permissions:** Provides administrator tools to define roles, control user access and grant permission levels.
 - c. **Integrate with SIS:** Pulls active course data from SIS extract to automatically provide accurate information into curriculum management forms. Allows users to create unlimited customizable curriculum forms that pre-populate with accurate data from the SIS extract and catalog, and has unlimited fields so that data can be leveraged from the SIS. Users are able to propose edits and submit to the workflow process and dynamically responds based on input and business processes to help guide the user. Based on approval and effective date, data is assessed for accuracy and prepared for entry back into the SIS. The updated data is ready to be populated in the editing version of the catalog until ready to be published live. Integrates with the SIS degree audit system.
 - d. **Accuracy:** Ensures data from curriculum management matches data from the SIS through proprietary CM functionality. If SIS and CM data do not match perfectly at the end of workflow, the system will flag errors so an administrative action can occur to reconcile the differences. This sync guarantees the SIS remains the authoritative source for course and program information.
 - e. **Ecosystem:** Reveals the ecosystem that holistically identifies and displays areas affected by a change including catalog pages, departments, program requirements, and courses. Able to automatically notify affected areas when changes are made. Identify and display departments, program requirements, and courses that are impacted by proposed changes allowing stakeholders to understand the impact of proposed modification. Allows for field-level cross-listing of courses and cross-tracking mechanisms that enforce rules associated with any dependencies.
 - f. **Manages workflow:** Creates dynamic workflow for courses and programs to ensure the right stakeholders participate. Supports an unlimited number of rule-based routing processes, including exception handling, workflow simulation launch, and highlighting gaps that could lead to bottlenecks or stuck processes. In addition, the workflow dynamically adjusts based on business logic and approval paths (e.g. general education course would automatically include the appropriate Curriculum subcommittee in the workflow.)
 - g. **Manages process:** Manages the process of moving curricula through the workflow, including automated notifications, ability to accept/reject modifications, add comments, and archive proposals. Ability to accommodate special circumstances and to address ad-hoc need. Has the ability for users to upload/delete files and documents and collaborate. Uses a customizable electronic signature (PIN).

- h. **Tracks edits:** Tracks and identifies form changes using a customizable coding system (color codes; text strikethrough, bold, underline, etc.) Changes can be filtered by user. Able to track, log, and archive all changes for comprehensive audit trail.
 - i. **Client authentication:** Uses single sign-on that integrates with institution's username/password process.
 - j. **Comprehensive user dashboard:** Ability to improve analytics and leverage information that allows for easy administrative control and oversight. Users are able to track and view active proposals. System is customizable to incorporate institutional terminology and designations.
 - k. **Impact Reporting:** Proactive curriculum reporting identifies curriculum relationships and dependencies. Features a number of powerful built-in reports for curriculum including detailed status and progress reports to track all courses and programs, with breakouts for a detailed review, and a reconciliation report of all courses and programs not in sync with the SIS (e.g. degree audit.) Curriculum Management generates other robust curriculum reports, including reporting on approved proposals within a user defined date range (ex: annual); those commonly used for agenda meeting minutes or committee meeting reports; reports on differences or changes to a proposal; stalled and stale proposals, etc. Reports can be exported in HTML, Excel, Word, and PDF format.
 - l. **Shares content:** Publishes course and program information directly into the Catalog software for publication. Automatically updates in the editing version of the Catalog based on approval and effective date without the need to manually update across multiple platforms.
2. Catalog Software: The web-based academic catalog management product must provide an online platform that includes the following:
- a. **Web-based:** Manages the entire catalog process online using these browser options – Microsoft Edge, Chrome, Firefox, Safari - and encompasses mobile-friendly design.
 - b. **Integrates with SIS:** Pulls course and related data from the SIS to embed directly into the catalog content. When course data changes in the SIS, the catalog will be updated with a new SIS extract.
 - c. **Accuracy:** Identifies inconsistencies between SIS data and catalog data. Administrators and end users are notified and can generate reports that help to efficiently resolve discrepancies.
 - d. **Manages workflow:** Includes a robust workflow engine to allow administrators full control to easily manage the approval process.
 - e. **Manages user permissions:** Provides administrator tools to define roles, control user access, and grant permission levels that allow stakeholders to contribute to the catalog update process.
 - f. **Multi-channel search:** Facilitates search engine optimization with ability to link in and out of catalog, to department website pages, external websites, policies and connected forms. Powerfully searches key elements, provides results and links to relevant information.
 - g. **Focused search:** User-friendly search engine that transforms the catalog experience by presenting data through a mobile-friendly and accessible site that ensures brand consistency and seamless website integration.
 - h. **Track edits:** Uses an intuitive editing system that tracks and identifies catalog edits using color coding and text formatting. Changes can be filtered by the user in the review process.
 - i. **Central Management Console:** Allows for easy administrative control and oversight from one central location.

- j. **Reporting:** Features a number of powerful built-in reports including detailed status and progress reports. Reporting options also include ability to generate reports on approved proposals. Reports can be exported to HTML, Excel, Word, and PDF.
 - k. **Controls consistency:** Produces a theme of HTML, CSS, JavaScript, fonts, and images to apply institutional branding.
 - l. **Archives publications:** Creates an historic record of the catalog in HTML and PDF.
 - m. **Multiple output:** Publish to a variety of formats to reach a diverse group of end users (web, mobile, tablets, PDF, and print-ready documents on demand.) Responsive design is a web approach that is interactive with feature-rich capabilities (photos, videos, social media integration) and that detects an end user's screen size or device and changes the layout accordingly.
 - n. **Table of Contents and Index:** Automatic generation of table of contents and index for web, mobile, and print.
 - o. **Integrates with external applications:** Consumes or shares XML, when appropriate. Integration keeps information consistent across environments (e.g. department website pages.)
 - p. **Client authentication:** Uses single sign-on that integrates with institution's username/password process.
 - q. **Analytics:** Built-in web analysis software to provide site statistics.
3. Additional desirable functionality:
- a. **Integration with College Website:** Ability to integrate with the college's academic program web pages to auto-populate program information.
 - b. **Program Planning and Review:** Ability to integrate program review processes and data-informed institutional planning. Synchronized online program review collaboration. Provide collaborative and customizable template development. Seamless integration between outcomes assessment and program review. Ability to link department goals to strategic planning goals and objectives.
 - c. **Assessment tracking and mapping:** Ability to create and manage assessment taxonomy. Label and categorize assessment items for courses and programs and perform assessment mapping. Ability to measure and summarize outcomes assessment, improvement, and achievement. Ability to integrate with Canvas LMS and SIS systems to provide embedded disaggregated data displays for course, program, and institutional assessments. Ability to align SLOs and evaluation to improvement actions and resource requests that are tied to program goals, institutional strategies, and budget cycles through connections with the program planning and review sections. Provides flexibility in the integration of multiple assessment methods. Customizable assessment scales, default assessments, and default performance descriptions.
 - d. **Functions:** Ability to design Guided Pathways "roadmaps" and Transfer "maps"/Programs.
 - e. **Accreditation:** Ability to evolve as accreditation requirements change.
 - f. **Integration:** Align with assessments, action plans, and surveys. Integrate curriculum development, outcomes assessment, program planning, and program review. Ability to integrate with 25Live.
 - g. **Customization:** Ability to develop custom fields and manipulate structure templates. Ability to import Excel files with data from the prior systems.
 - h. **General Education documents:** Ability to design and auto-populate/update GE Patterns.

III. GENERAL INSTRUCTIONS

A. PROPOSAL

The proposer shall submit two original proposals and one electronic version on a flash drive in PDF format by 4:00 p.m. (local time), January 22, 2019 to:

Long Beach Community College District
Purchasing and Contracts
4901 E. Carson Street, Bldg. T, Room 2031
Long Beach, CA 90808
Attn: Alan Moloney, Deputy Director

Proposals received after 4:00 p.m., January 22, 2019, may at the sole discretion of the District, be rejected as non-responsive and returned unopened without review. In order to be considered "on time," a proposal must be either date-stamped or bear a hand-written inscription by an authorized representative of the District confirming receipt by the above-specified deadline. The date stamp is located in the Purchasing and Contracts office at the above-described location.

The District shall not be responsible for, nor accept as a valid excuse for late proposal delivery, any delay in mail service or other method of delivery used by the proposer. Faxed and emailed RFPs will not be accepted.

All proposals shall be enclosed in a sealed package(s) plainly marked with the words, "Proposal Responding to RFP 19D-9001 Electronic Curriculum Management, Catalog, and Planning Solutions. Do Not Open Until 4:00 p.m. January 22, 2019." Incomplete proposals received on-time will not be accepted or reviewed.

B. QUESTIONS FROM PROPOSERS AND RFP CONTACT

All questions, comments, and communication regarding this RFP shall be put in writing and must be received by email no later than 4:00 p.m. (local time) on December 17, 2018. Written questions are to be emailed to Alan Moloney, at amoloney@lbcc.edu with a copy to Blanca Morales bmorales@lbcc.edu

All other questions and inquiries must be directed through email to Alan Moloney, at amoloney@lbcc.edu with a copy to Blanca Morales bmorales@lbcc.edu. At no time from the date of advertisement of this RFP to date of execution of the final contract(s) should any other LBCC faculty, staff, or Trustee be contacted regarding this RFP. Failure to follow this direction at any time during the RFP process may result at the discretion of the District, your company being deemed non-responsive and preclude your proposal from being considered.

C. RFP ADDENDA/CLARIFICATIONS

If it becomes necessary for the District to revise any part of this RFP, or to provide clarification or additional information after the proposal documents are released, a written addendum will be posted to the Purchasing and Contracts Website (Current Solicitations Tab) at <https://www.lbcc.edu/contracts-and-purchasing>. It shall be the sole responsibility of the proposers to review this website for any addendum or notifications during the RFP process. No other communication method providing information will be used. All addendum issued shall become part of the RFP.

In addition, responses to written questions received by the specified deadline will be incorporated in an RFP addendum.

D. PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as any expenses incurred by the proposer in: (1) preparing its proposal in response to this RFP; (2) submitting that proposal to the District; (3) negotiating with the District any matter related to this RFP, including a possible contract; or (4) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP. The District shall not, under any circumstance, be liable for any pre-contractual expenses incurred by proposers, and proposers shall not include any such expenses as part of their proposals.

E. NO COMMITMENT TO AWARD

Issuance of this RFP and receipt of proposals does not commit the District to award a contract. The District expressly reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one proposer concurrently, or to cancel all or part of this RFP. The District and Foundation reserves the right to award contracts to multiple entities who submit a proposal.

F. JOINT OFFERS

Where two or more proposers desire to submit a single submission in response to this RFP, they shall do so on a prime-subcontractor basis rather than as a joint venture or informal team. The District intends to contract with a single firm and not with multiple firms doing business as a joint venture.

G. PROPOSED CONTRACT

The proposer(s) selected for contract award through this RFP shall be required to enter into a written agreement with the District. The District's General Terms and Conditions are presented in Exhibit B. They may be modified to incorporate other pertinent terms and conditions set forth in this RFP, including those added by addendum, and to reflect the proposer's offer or the outcome of contract negotiations, if any, conducted with the proposer. Exceptions to the terms and conditions, or the proposer's inability to comply with any of the provisions, must be declared in the proposal.

H. EXCEPTIONS/DEVIATIONS

Any exceptions to or deviations from the requirements set forth in this RFP, including the general terms and conditions contained in Exhibit B, General Terms and Conditions, must be declared in the proposal by the proposer. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading "Exceptions and Deviations," as instructed below. If exceptions are not listed in the proposal they cannot be entered into negotiations by the Proposer at a later time in the process.

I. INSURANCE

At all times during the term of this Agreement, the Contractor shall, at its own cost and expense, procure and maintain the types of insurance as detailed in Exhibit B, General Terms and Conditions.

J. INDEMNIFICATION

The contractor shall indemnify, defend and hold harmless the Long Beach Community College District, its Board of Trustees, officers, agents, and employees, from and against any and all claims, liability, loss, damage, expense, costs, demands, suits, actions and causes of actions (including without limitation costs and fees of litigation) of every nature rising out of or in

connection with the contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the District. All indemnification shall survive this agreement and any amendments.

IV. PROPOSAL FORMAT

A. PRESENTATION

Proposals shall be submitted in 8 ½" x 11" page size, single-spaced and using a 12 point font, with 1" margins. Proposals should not include any elaborate or promotional material. The form, content, and sequence of the proposal should follow the outline presented in the following Section.

B. PROPOSAL CONTENT

1. Proposal Coversheet found in Exhibit D must be filled out, signed, and be the first sheet of your proposal.
2. Transmittal Letter of Introduction
A letter of transmittal shall be addressed to: Alan Moloney Deputy Director, Purchasing and Contracts and must, at a minimum, contain the following:
 - a. Identification of the offering firm, including name, mailing address, E-mail address, telephone number, and fax of each firm;
 - b. Acknowledgment of receipt of RFP addendum, if any;
 - c. Name, title, address and telephone number of contact person during period of proposal evaluation;
 - d. A statement to the effect that the proposal shall remain valid for a period of not less than one hundred-eighty (180) calendar days from the due date for proposals;
 - e. Identification of any information contained in the proposal which the proposer deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others under the CA State Public Records Act (a blanket statement that all contents of the proposal are confidential or proprietary will not be honored by the District). All legal cost related to challenges regarding the confidentiality of items listed by the proposer will be an expense of the proposer and not of the District or Foundation; and
 - f. A statement of understanding of the insurance requirements in Exhibit B Independent Contractor Agreement Article 11, and a statement that the Contractor is able to meet those requirements if a Contract is offered to Contractor; and,
 - g. Signature, and title of a person authorized to bind the offering firm to the terms of the proposal.

3. Table of Contents

Immediately following the transmittal letter and introduction, there should be a complete table of contents for material included in the proposal.

4. Qualifications, Related Experience and References

This section should establish the ability of the proposer to satisfactorily perform the required work by reasons of: demonstrated experience and competence in the services to be provided; the nature and relevance of similar work currently being performed or recently completed; record of meeting schedules and deadlines of other clients; competitive advantages over other firms in the same industry; strength and stability as a business concern; and supportive client references. Information should be furnished for both the proposer and personnel included in the proposal.

a. Furnish background information about your firm, including date of founding, legal form (sole proprietorship, partnership, corporation/state of incorporation), number and location of offices, principal lines of business, number of employees, days/hours of operation and other pertinent data. Disclose any conditions (e.g., termination for default, bankruptcy, pending and/or settled litigation, planned office closures, impending merger, judgments or criminal convictions for false claims) that may affect the proposer's ability to perform contractually. Certify that the firm is not debarred, suspended or otherwise declared ineligible to contract by any federal, state or local public agency.

b. Describe your experience with providing similar services to public and/or private education institutions, and any specific experience with community colleges. Include the scope of programs and description. Proposer must have experience within the last three years providing similar services. Describe your experience collaborating with colleges using PeopleSoft/Oracle.

c. Provide up to three California or other community college business clients to whom your firm is currently under contract to providing similar services/products, and include any campuses using PeopleSoft, provide beginning/ending dates of contracts, and names, titles and telephone numbers of individuals who are most familiar with the service that the District can contact as references for your firm.

d. Please identify if your firm has been terminated for default, has settled litigation claims regarding your performance under a contract, or received a judgment or had a criminal conviction for false claims within the last five (5) years.

5. Proposed Staffing and Project Organization

This section should discuss the staff of the proposing firm who would be assigned to work on the District's project.

a. Identify the key personnel from your firm who would be assigned to the District's project including any consultants. Include names, titles, roles in delivery of the proposal, and a brief description of their qualifications, job functions and office locations. Designate a Project Manager who would provide day-to-day direction of the required work and become the District's primary contact person. Furnish brief resumes (not more than two pages long) for all key personnel; include these as an appendix, not in the body of the proposal.

- b. If more than two people will be assigned to the District's project, include a simple organization chart which clearly delineates communication/reporting relationships among the project staff.
6. Accessibility Requirements
The District and Foundation are committed to an accessible environment for all Faculty, Staff, Students, and Community Members. To support this goal only products which are accessible to all Faculty, Staff, Students, and Community Members as defined under Sec 508 of the Rehabilitation Act (<http://www.section508.gov/section-508-standards-guide>) and WCAG 2.0 Level AA (<http://www.w3.org/TR/WCAG20/>) specifications will be purchased.

The vendor shall provide a product or service that meets the District's Accessibility and Usability requirements, and maintain documentation describing the conformance to specified standards on a public website. The vendor will assume financial responsibility for any accommodation expenses incurred due to a failure of the product/service to meet accessibility requirements.

With respect to accessibility requirements, the vendor shall:

- a. Conform to section 508 of the Rehabilitation Act (<http://www.section508.gov/section-508-standards-guide>) and WCAG 2.0 Level AA (<http://www.w3.org/TR/WCAG20/>) specifications.
- b. Provide documentation regarding the level of accessibility conformance in the form of a Voluntary Product Accessibility Template (VPAT) and documentation as to how the product meets WCAG 2.0, Level AA.
- c. Comply with all applicable FCC regulations regarding advanced communications services, including support for multi-modal advanced communications services to facilitate communication between individuals using digital text, audio, and video (<http://www.fcc.gov/encyclopedia/advanced-communications-services-ac>s).
- d. Respond to any accessibility issues discovered or reported by users within one (1) business day and communicate in writing a timeframe specific to resolving the reported issue(s). Resolution of reported accessibility issue(s) should be addressed as the highest priority within the next immediate development cycle or otherwise mutually agreed upon timeline.
- e. Include considerations for accessibility and universal design in product development, testing, and updates by ensuring to the greatest extent possible equivalent ease of use for individuals with disabilities as compared to non-disabled individuals.
- f. Identify a designated accessibility representative to address issues or questions pertaining to the accessibility of the product or service.
- g. Proposer(s) who are deemed by the District will be required to submit their proposed products and documentation to an independent third-party firm of the District's choosing for a review of the accessibility of your proposed products and services. The District reserves the right to direct the vendor regarding which sections of the proposed system will be evaluated. The Proposer, District, and

Foundation will be invited to the debrief meeting and provided a copy of the final report. The costs for this evaluation will be fully covered by the Proposer.

7. Cost and Price

This section should disclose all charges to be assessed by the District for the required services and declare the proposer's preferences for method and timing of payment.

- a. For all persons/labor classifications proposed in the preceding "Staffing and Project Organization Plan," furnish a schedule of hourly labor rates that the District could use to purchase services from your firm. These should be quoted as fully-burdened (i.e., direct labor + overhead + profit) hourly rates offered on a time- and-materials basis.
- b. Provide a breakdown of the total number of hours and cost per activity, description, and scope per year.
- c. Provide an estimate by year of all costs associated with any software and hosted solutions you will be recommending or providing as part of this proposal, including but not limited to 1) Initial purchase, 2) One-time Implementation costs, and 3) Ongoing costs such as annual license costs.

8. Work Plan/Technical Approach

- a. Overview: This section should establish the proposer's understanding of the District's objectives and requirements, demonstrate the proposer's ability to meet those requirements, and outline clearly and concisely the plan for accomplishing the specified work.
- b. In the proposals, respondents should clearly state their experience with and plan to meet each of the following requirements: a) curriculum data extraction, validation and alignment, workflow management, customization, automated notifications, tracking and archiving, and detailed and comprehensive reporting, and b) catalog management, integration and consistency, validation, robust search engine, tracking, reporting, archiving, automation of Tables of Content and Index, and data analytics.
- c. Implementation requirements and Timeline:
Provide written implementation plan that demonstrates ability to meet timeline.

June 1, 2019 – May 30, 2021

- d. Additional System Requirements:
 - i. Describe technical architecture of proposed solution.
 - ii. All software and hardware must be Sec 508 Compliant. Provide a current VPAT (not more than 12 months old) and outline areas within the VPAT which are not listed as "fully accessible" and how that impacts the use of your products by a person with a disability? What is the road map and schedule for upgrades to your products to address these non-compliant areas and make them accessible?
 - iii. How does the company keep up on technology related to ADA compliance?
 - iv. Describe Support Plan including any helpdesk assistance.

- v. Is integrating Single Sign-on with LBCC's LDAP part of the solution? If so, describe methodology.
- vi. Are test environments provided?
- vii. How frequently are updates provided? How will LBCC be notified? What support is required for updates?
- viii. Describe the phases of the project implementation and which LBCC staff needs to be available for each phase. Describe, in as much detail as possible, time and resource requirements for each phase of implementation. Please be specific regarding job responsibilities of resources needed.
- ix. Provide a list of any colleges/universities that have discontinued use of your product.
- x. The District requires that all of its data be kept within the borders of the United States and Canada as a method of protecting its data. Please identify how your form will be able to support this requirement including the City and State of all servers which will house the District's Data and the security level designation of those sites.
- xi. Please describe your data redundancy protocols including server co-locations.

9. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFP including the General Terms and Conditions presented in Exhibit B. If you wish to present alternative approaches to meet the District's work requirements, these should be thoroughly explained.

10. Proposed License Agreements

Please provide copies of sample software license agreements and any and all agreements which are agreed to by end users who will be accessing the software, websites, or solutions proposed

Please note at no time will the District accept any language which limits the liability of the firm including software licensing or Claims for Accessibility to any limits less than the required insurance outlined in Exhibit B.

11. Appendices

- a. **Supporting Documents**
Furnish as appendices those supporting documents (e.g. resumes) requested in the preceding instructions.
- b. **Additional Information**
Include any additional information you deem essential to a proper evaluation of your proposal and which is not solicited in any of the preceding sections. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material; appendices should be relevant and brief. Note specified page limits for relevant sections.
- c. **Affidavits, Certification Forms**
As evidence of conformance to the District's policies, complete and include as an appendix to your proposal the Non-Collusion Declaration in Exhibit C and Internal Revenue Service Form W-9 contained in the Exhibit D of this RFP. If your firm

does not comply with one or more of these policies, declare this and explain the reasons.

- d. W-9 Form
Please provide an up to date (no more than 6 months old) and signed W-9 form must be submitted with your response.

12. Use of Other Agencies Bids

Many public agencies have an ability to use the bid process and award by another public agency. This allows that agency to grant an award to the company which successfully was awarded a contract as a result of this RFP process. This saves that public agency time, and the cost of having to issue and complete their own RFP process.

Please provide a statement whether or not your organization will allow other public agencies to use your proposal, pricing, terms, and conditions in the future if you are awarded this RFP. Please note that the acceptance or denial of this does not have any weight on the evaluation of this RFP.

V. AWARD CRITERIA

The product will be chosen that best meets the needs of the District. The following criteria will be used for this assessment:

- A. Qualifications, Related Experience, Proposed Staffing, and Project Organization
- B. Work Plan/Technical Approach
- C. Cost and Price
- D. Accessibility (WCAG 2.0 AA Standards)
- E. Proposed Changes to the District's Sample Professional Services Agreement
- F. References
- G. Other (Completeness of answers, incomplete information, mistakes, etc.)

VI. EXHIBITS

Exhibits include:

- Exhibit A: Sample Contract – Foundation for California Community Colleges**
- Exhibit B: Sample Contract – Long Beach Community College Professional Services Contract**
- Exhibit C: Non-Collusion Agreement – To be completed and submitted with RFP Response**
- Exhibit D: Mandatory Response Cover Sheet**

EXHIBIT A

**FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
ADMINISTRATIVE SERVICES AGREEMENT**

This ADMINISTRATIVE SERVICES AGREEMENT (“Agreement”) is made this _____ day of _____, 2018, between the Foundation for California Community Colleges (“Foundation”) and _____ (“Supplier”).

I. RECITALS

WHEREAS, the Foundation, in partnership with California State University and the Association of Independent California Colleges and Universities, issued a Facilities Fixtures & Furnishings Applications RFP so that Supplier may provide products and/or services as described in RFP #18-001, which in its entirety shall serve as Exhibit A.

WHEREAS, this Agreement provides that any or all public agencies, public and private school districts, public and private colleges or universities, or the Foundation in California (collectively, "Participating Agencies") may purchase Products at prices stated in the RFP #18-001;

THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, the Foundation and Supplier hereby agree as follows:

II. TERMS AND CONDITIONS

1. Obligations of Supplier. The Supplier shall perform all of its duties, responsibilities, and obligations in the time and manner as required to be performed by the Supplier as set forth in the Agreement.
2. Obligations of Foundation. The Foundation shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Agreement as set forth herein, and the Supplier hereby agrees that the Foundation shall act in the capacity of administrator of purchases under the Agreement.
3. Purchasing. With respect to any purchases by Participating Agencies pursuant to the Agreement, the Foundation: (i) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of the Supplier or such Participating Agencies; (ii) shall not be obligated, liable or responsible for any order made by Participating Agencies or any employee thereof under the Agreement, or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable, or responsible for any failure by any Participating Agencies to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Agreement. The Foundation makes no representation or guaranty with respect to any minimum purchases by any Participating Agencies or any employee thereof under this Agreement or the Agreement.
4. Regarding Supplier’s use of Subcontractors. Within ten (10) days of the issuance of a Purchase Order or other instrument evidencing the procurement of Facilities Fixtures & Furnishings under this Agreement, the Vendor shall provide the Participating Agency issuing such Purchase Order or other instrument with a written list of Subcontractor(s) to the Vendor for completing the Vendor’s obligations under such Purchase Order. The written list of

Subcontractors shall identify each Subcontractor who will provide work, labor, or materials valued at one-half of one percent (0.05%) of the total value of the Purchase Order and shall identify the work to be performed by each such Subcontractor and each Subcontractor's business location. The Vendor shall not substitute any listed Subcontractor, except upon the express consent of the Participating Agency, as applicable and in strict conformity with applicable law.

5. Insurance. Within ten (10) days of the issuance of a Purchase Order or other similar instrument for the procurement of Facilities Fixtures & Furnishings under this Agreement, the Vendor and each Subcontractor identified in its Subcontractors List issued by the Vendor for such Purchase Order shall deliver to the agency issuing the Purchase Order or other similar instrument Certificates of Insurance evidencing the insurance coverage in the minimum coverage amounts noted below. The foregoing notwithstanding, a Participating Agency may require additional or different insurance coverage or minimum coverage amounts in connection with any specific procurement of Facilities Fixtures & Furnishings. In such event, such additional or different insurance requirements shall be noted in the Purchase Order or other instrument evidencing the procurement of Facilities Fixtures & Furnishings, and the Vendor shall comply with the same.

a. Workers' Compensation Insurance. The Vendor and all Subcontractors shall obtain and maintain Workers' Compensation Insurance with coverage amounts under such policies in accordance with applicable law.

b. Commercial General Liability Insurance. The Vendor and all Subcontractors to the Vendor shall obtain and maintain Commercial General Liability Insurance Policies covering: injuries, including accidental death, to persons; damage to property; completed operations; and contractual liability. Minimum coverage amounts under each such Commercial General Liability insurance policy shall be Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate.

c. Modifications; Cancellation; Additional Insured. Each Participating Agency procuring Flooring Materials hereunder shall be additional named insured to the Commercial General Liability insurance policies of the Vendor and its Subcontractors for each specific procurement of Facilities Fixtures & Furnishings. The Workers' Compensation insurance policy and the General Liability insurance policies of the Vendor and each Subcontractor for each specific procurement of Facilities Fixtures & Furnishings shall include provisions that the policy terms will not be materially modified and that the policy will not be cancelled or terminated without at least thirty (30) days advance written notice to the Participating Agency, as applicable.

III. SPECIFIC PROVISIONS

7. Term. The Term of this Agreement will be for three (3) years, commencing on the date set forth in the Agreement and terminating three (3) years thereafter. The Foundation and Supplier, upon mutual consent, shall have the option to extend the Term for two (2) additional one (1) year Term ("the Extended Term") by written notice not less than one (1) month prior to expiration of the Term or the Extended Term, as applicable. If the option for the Extended Terms are exercised, all terms and conditions set forth herein shall be applicable to the Extended Terms, except as expressly modified by written modifications duly executed on behalf of the Foundation and the Supplier. In the event that any of, or a portion of, the extension options are not exercised and additional time is required by the Foundation to initiate a new RFP and subsequent Agreement, the Supplier agrees to continue to provide goods and/or services to the Participating Agencies on a month to month basis, for a period not to exceed six (6) months, at the prices, terms and conditions currently at the Agreement expiration date.

8. Right to Terminate. Foundation has the right to terminate this Agreement for any reason, without penalty, at any time by providing Supplier with written notice of the termination at least thirty (30) days in advance.

9. Product Additions. Supplier may submit for review new or enhanced products within the various Applications specified in the RFP #18-001 that were not part of the supplier's product line at contract signing. The Foundation will review the products to ensure they meet minimum requirements and at the Foundation's sole discretion, add products to the contract if deemed acceptable. Supplier must honor the same warranty and pricing (for similar application) from original RFP response.

10. Use of Logo. Any use of the Foundation or CollegeBuys name or logo by the Supplier in marketing materials including but not limited to: press releases, print pieces, broadcast emails, and website postings, requires prior review and written approval from the Foundation.

IV. QUARTERLY FEES & REPORTING

11. Quarterly Fees and Reports. Supplier shall pay the Foundation a quarterly administrative fee in the amount of 2% of the total purchase invoice, less taxes for all purchases by Participating Agencies under the awarded RFP, and shall provide the Foundation with an electronic accounting report, in a format prescribed by the Foundation, summarizing all purchases under the Agreement. A sample of the reporting format appears in Attachment 2. Quarterly fees and reports shall be made with respect to all purchases shipped and billed pursuant to the Agreement for the applicable quarter. Quarterly reports are due within fifteen (15) calendar days after the conclusion of the preceding quarter. Quarterly administrative fees applicable to each quarter, are due within thirty (30) days of the end of each calendar quarter. The Foundation reserves the right, upon thirty (30) days advance notice to the Supplier, to change the prescribed reporting format. Administrative fee payments shall be made by check to the Foundation for California Community Colleges.

12. Accounting and Right to Audit. Supplier shall, at its expense, maintain accounting of all purchases made by Participating Agencies. The Foundation reserves the right to audit the accounting for a period of four (4) years from the date the Foundation receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by the Foundation.

13. Material Breach. Failure to provide a quarterly report and/or payment of the administrative fee within the time and manner specified in item 10 shall be regarded as a material breach under this Agreement, and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Agreement at the Foundation's sole discretion. All administrative fees not paid within thirty (30) days of the end of each quarter shall bear interest at the rate of 1 1/2% per month until paid.

14. Errors and Omissions on Quarterly Reporting and Overpayment of Administrative Fee to the Foundation. Supplier is provided ninety (90) days or until the conclusion of the subsequent quarter (whichever comes first) from when a quarterly report was due or submitted, to correct error(s) and/or omission(s) on a quarterly report; and/or to recover an overpayment of the administrative fee from the Foundation. Once the ninety (90) days or the conclusion of the subsequent quarter (whichever comes first) has lapsed, the Foundation reserves the right to retain the amount of the overpaid administrative fee. The Foundation also reserves the right to recover any unpaid administrative fee(s) from the Supplier discovered during an audit

conducted pursuant to Section 11 above, and/or the correction of error(s) and/or omission(s) on quarterly report(s).

15. Right to Compare Records. The Foundation or its designee may, at the Foundation's sole discretion, compare Participating Public or Private Agency Records with quarterly reports submitted by Supplier. If there is a discrepancy, the Foundation will notify the Supplier in writing. The Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to the Foundation's reasonable satisfaction. If the Supplier does not resolve the said discrepancy, the Foundation shall have the right to engage outside services to conduct an independent audit of the Supplier's quarterly reports. The Supplier shall be obligated to reimburse any and all of the Foundation's costs and expenses related to or connected with the record and report reviews; the audit; Foundation staff time; and expenses, counsel, and collection.

V. GENERAL PROVISIONS

16. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

17. Modification and Waiver. Except as provided otherwise herein, this Agreement may not be modified except by a writing signed by an authorized representative of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision shall not constitute a waiver of such provision on any other occasion unless expressly so agreed in writing.

18. Assignment. Neither party may assign this Agreement without the prior written consent of the other party which shall not be unreasonably withheld. The consent requirement shall not apply to an assignment to a successor corporation in the event of a merger or acquisition. Further, each party may assign this Agreement without consent to any of its affiliates. Subject to the foregoing, this Agreement will be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

19. Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatsoever.

20. Notices. All reports, notices, and other written or electronic communications given hereunder shall be delivered by e-mail or by express delivery requiring signature on receipt to the addresses as set forth below. The Foundation may, by written or electronic notice delivered to the Supplier, designate any different electronic or physical addresses to which subsequent reports, notices or other communications shall be sent.

Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811

B. Supplier

Address: _____

Attn: _____

Phone: _____

Email: _____

21. **Governing Law.** This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California, by a California court of appropriate jurisdiction, as a contract executed and delivered within the State of California.

22. **General Indemnity.** Supplier shall indemnify the Foundation for California Community Colleges and its agents, representatives, officers, consultants, employees for claims arising out of death, injury or property damage due to the failure of product to conform to specifications.

23. **Limitation of Liability.** In no event shall either parties' aggregate liability arising out of or related to this Agreement, whether in contract, tort, or under any other theory of liability exceed the amounts paid by the Foundation for California Community Colleges under this Agreement.

24. **Damages.** Notwithstanding anything stated herein to the contrary, neither party shall be liable for any special, consequential, indirect or incident damages, including but not limited to lost profits in connection with this Agreement.

25. **Attorney Fees.** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which the prevailing party may be entitled.

26. **Independent Parties.** This Agreement does not constitute, give effect to, or otherwise imply a joint venture, pooling arrangement, partnership, or formal or informal business organization of any kind, or (except as expressly set forth herein) any sort of agency relationship between the parties. Neither party will, or will have the power to, bind the other party to any third party without the prior written consent of the other party. The relationship of Supplier and the Foundation under this Agreement is that of independent contractors. Neither party (the "Acting Party") will have the authority to make any agreement or commitment, or incur any liability on behalf of the other party, nor shall such other party be liable for any acts, omissions to act, contracts, commitments, promises, or representations made by the Acting Party. Except as expressly set forth herein, this Agreement does not restrict either party from conducting business with any third party.

27. **Precedence.** This Agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between Foundation and Supplier regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this Agreement are hereby deemed rejected by Foundation and shall not be of any effect or in any way binding upon Foundation. To the extent that the terms and conditions of this Agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this Agreement will prevail. The exhibits will be given precedence as follows: (1) Request for Proposal or RFP (Exhibit A); (2) Supplier Response to the RFP (Exhibit B); (3) Foundation's Administrative Agreement; (4) Exhibits of this Agreement beyond the Aforementioned.

28. Good Faith Cooperation. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

29. Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

30. Authorized Representative. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective Parties, and by their signatures to bind the respective Parties to this Agreement.

IN WITNESS WHEREOF, the Foundation for California Community Colleges has caused this Agreement to be executed in its name, and the Supplier has caused this Agreement to be executed in its name, all as of the Effective Date.

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

_____	_____
By _____	By _____
Title _____	Title _____
Date _____	Date _____

SUPPLIER

By _____

Title _____

Date _____

EXHIBIT B
Sample Consultant Agreement

LONG BEACH COMMUNITY COLLEGE DISTRICT
4901 EAST CARSON STREET
LONG BEACH, CALIFORNIA 90808
(562) 938-4947

AGREEMENT FOR CONSULTANT SERVICES

This AGREEMENT is made and entered into this ___ day of ____, 20__ by and between the Long Beach Community College District, hereinafter referred to as the "DISTRICT", and ___ hereinafter referred to as the "CONSULTANT".

1. Services to Be Performed By Consultant.

(a) CONSULTANT agrees to perform those services set forth in Exhibit A attached hereto and incorporated herein by this reference.

(b) CONSULTANT may, at CONSULTANT's own expense, employ such assistants, as CONSULTANT deems necessary to perform the services required of CONSULTANT by this Agreement. DISTRICT will not train, control, direct, or supervise CONSULTANT's assistants or employees in the performance of those services.

(c) CONSULTANT is, and shall at all times be deemed to be an independent contractor. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between DISTRICT and CONSULTANT or any of CONSULTANT's agents or employees. CONSULTANT assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. CONSULTANT, its agents and employees shall not be entitled to any rights and/or privileges of DISTRICT's employees and shall not be considered in any manner to be DISTRICT's employees.

(d) If CONSULTANT is a regular employee of a public entity, all services that CONSULTANT renders under this Agreement will be performed at times other than CONSULTANT's regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.

2. Compensation.

(a) Except as otherwise provided in this Agreement, DISTRICT agrees to compensate CONSULTANT for services rendered under this Agreement in the total amount not to exceed _____ (\$_____).

(b) DISTRICT agrees to pay reimbursable expenses in accordance with Exhibit B attached hereto. Reimbursable expenses are included in the above stated not to exceed amount. CONSULTANT shall be entitled to the lesser amount of (1) the not to exceed amount stated, or (2) the actual amount expended. Supporting documentation for the authorized travel or other expenses shall be attached to the invoice when submitted.

(c) For each month of service, the invoice referencing the District's Contract Number # _____ must be returned to DISTRICT and must include CONSULTANT's signature. Payment will be made within forty-five (45) days after receipt of an invoice.

(d) DISTRICT will not withhold any federal or state income tax for payment made pursuant to this Agreement, but will provide CONSULTANT with a statement of earnings at the end of each calendar year. CONSULTANT is hereby advised that such statement of earnings shall, if required, be provided to the Internal Revenue Service and the State Franchise Tax Board.

3. Term of Agreement.

The term of this Agreement is from _____, 200_, through _____, 200_, unless sooner terminated pursuant to the provisions of Section 6 of this Agreement. DISTRICT and CONSULTANT may mutually agree in writing to extend the term of this Agreement provided, however, DISTRICT shall not be obligated to pay CONSULTANT any additional consideration unless CONSULTANT undertakes additional services, in which instance the consideration shall be increased as DISTRICT and CONSULTANT shall agree in writing.

4. Obligations of Consultant.

(a) During the term of this Agreement, CONSULTANT agrees to diligently prosecute the work specified in Exhibit A to completion. CONSULTANT may represent, perform services for, and be employed by such additional clients, persons, or companies as CONSULTANT, in CONSULTANT's sole discretion, sees fit.

(b) CONSULTANT will provide all materials, tools, and instrumentalities required to perform the services under this Agreement.

(c) At all times during the term of this Agreement, CONSULTANT agrees to provide workers' compensation insurance for CONSULTANT's employees and agents as required by law. CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.

(d) During the entire term of this Contract, CONSULTANT shall procure, pay for and keep in full force and affect the following types of insurance:

1. Commercial General Liability Insurance with limits of not less than \$2,000,000 per occurrence, \$2,000,000 Personal Injury and Advertising Injury, \$2,000,000 Products/Completed operations annual aggregate, and \$5,000,000 General annual aggregate. The Commercial General Liability policy shall include, without limitation: (i) Broad Form Contractual Liability, (ii) Products/Completed operations to be maintained in full force and effect for a period of no less than five (5) years following final completion of the work under the contract, (iii) Independent Contractors' Protective Liability, (iv) Premises/Operations, including deletion of explosion, collapse and underground (XCU) exclusions, (v) Broad Form Property Damage, including Products/Completed Operations, (vi) Personal Injury Liability, with employee and contractual exclusions deleted, and (vii) Severability of Interest and Cross Liability endorsement.

2. Automobile liability insurance is required for any vehicle owned, rented, leased, or used by CONSULTANT or CONSULTANT's employees in the performance of work

under this contract with limits of liability of or equal to \$1,000,000 combined single limit bodily injury and property damage liability, and \$2,000,000 uninsured/underinsured motorist coverage.

3. Professional liability insurance (Errors and Omissions) of or equal to \$2,000,000 each claim, and \$5,000,000 annual aggregate with a maximum permissible deductible or self-insured retention of \$5,000 per claim.

4. Statutory Workers' Compensation Insurance covering all employees of CONSULTANT as required by law in the State of California and in compliance with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement and \$1,000,000 limit Employers Liability.

5. CONSULTANT shall provide Certificates of Insurance, evidencing all insurance required in Paragraph (d) 1 thru 6 is in force, and is executed by an authorized representative of the insurance company. Policies required in Paragraph (d) 1 and 2 shall be endorsed, and certificates shall clearly state that Long Beach Community College District, its Board of Trustees, officers, agents, and employees are additional insured's as respects work performed by this agreement. All insurance policies shall be carried with responsible and solvent insurance companies licensed and authorized to do business in the State of California. All insurance policies must provide, and be endorsed to give the DISTRICT at least 30 (thirty) day's written notice of cancellation, termination, coverage reduction or any material change shall be mailed to the DISTRICT.

6. Self-insurance, self-retained risk, or any other form of transferred risk financing must be declared in writing to and approved by the DISTRICT's Contracts Manager.

7. CONSULTANT's obligations shall not be limited by the insurance requirements and shall survive expiration of this agreement.

(e) CONSULTANT shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONSULTANT'S performance under this agreement. CONSULTANT shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONSULTANT or any employee and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with CONSULTANT'S performance under this Agreement.

(f) Neither this Agreement nor any duties or obligations under this Agreement may be assigned by CONSULTANT without the prior written consent of DISTRICT.

(g) The provisions of this Section Shall survive the expiration or sooner termination of this Agreement with respect to any such matters arising in connection with any event occurring prior to such expiration or termination.

5. Obligations of District
DISTRICT agrees to comply with all reasonable requests by CONSULTANT and to provide access to all documents reasonably necessary for the performance of CONSULTANT's duties under this Agreement.

6. Termination of Agreement.

(a) Unless otherwise terminated as provided below, this Agreement shall continue in force during the term of the Agreement, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.

(b) Should CONSULTANT default in the performance of this Agreement or breach any of its provisions DISTRICT may terminate this Agreement by giving written notification to CONSULTANT.

(c) If at any time during the performance of this Agreement DISTRICT determines, at its sole discretion, to suspend indefinitely or abandon the work under this Agreement, DISTRICT shall have the right to terminate the performance of CONSULTANT'S services hereunder by giving written notification to CONSULTANT of its intention to terminate.

(d) In the event that DISTRICT terminates this Agreement under paragraph (b) or (c) of this Section, CONSULTANT shall only be paid for those services rendered to the date of termination.

7. General Provisions.

(a) Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be addressed to the parties at the addresses set forth in this Agreement for DISTRICT and CONSULTANT. The foregoing addresses may be changed by written notice to the other party as provided herein.

To the CONSULTANT:

Organization:

Name:

Address:

Telephone: FAX:

To the DISTRICT:

Name: Alan Moloney, Deputy Director, Purchasing and Contracts

Address: Long Beach Community College District – G4

4901 E. Carson Street, Long Beach CA 90808

Telephone: (562) 938-4947 EMAIL: amoloney@lbcc.edu

With a copy to Requesting Department:

Name:

Address:

Telephone: FAX:

(b) This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by CONSULTANT and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or

otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by both parties, except DISTRICT may unilaterally amend the Agreement to accomplish the changes listed below:

1. Increase dollar amounts;
2. Administrative changes; and
3. Changes as required by law.

(c) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(e) Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records and files of DISTRICT, CONSULTANT, or any subcontractor connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the Office of the State Auditor of the State of California, at the request of DISTRICT or as part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONSULTANT shall preserve and cause to be preserved such books, records and files for the audit period.

(f) (If applicable) DISTRICT and CONSULTANT mutually agree that any written material or any copyrightable work of any nature created by CONSULTANT pursuant to this Agreement shall be considered a 'work made for hire' and DISTRICT the 'copyright owner' thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that DISTRICT shall own all of the rights comprised in the copyright of said written material or copyrightable work. DISTRICT and CONSULTANT further agree that DISTRICT shall have a royalty-free, nonexclusive and irrevocable license to publish, translate, license, sell, transfer, or otherwise use as DISTRICT determines, now and hereafter, all such written material or copyrightable work developed under this Agreement.

(g) Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written.

"DISTRICT"
 Long Beach Community College District
 Of County of Los Angeles

"CONSULTANT"

EXHIBIT C

**NON-COLLUSION AFFIDAVIT
State of California
County of Los Angeles**

_____, being first duly sworn, deposes and says:

That he/she is _____

Title

of _____

Name of Offeror/Bidder

the party making the foregoing proposal, that such proposal is genuine and not collusive or sham; that said offeror/bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any offeror/bidder or person, to put in a sham offer/bid or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion or communication or conference, with any person to fix the proposal price of affiant or any other offeror/bidder, or to fix any overhead, profit, or cost element of said proposal price, or of that of any offeror/bidder or to secure any advantage against the Long Beach Community College District (District) or any person interested in the proposed contract; and that all statements contained in said proposal are true.

In addition, the offeror/bidder further certifies that he/she (has)/(has not) (circle one), been convicted or found liable for any act prohibited by state or federal law involving conspiracy or collusion with respect to bidding on any public contract within the last three years. Such act or conviction does not automatically disqualify an offeror/bidder, but may be grounds for administrative suspension or grounds for consideration (by the District) as to whether the District should decline to award a contract to such offeror/bidder on the basis of a lack of responsibility.

Signature of Offeror/Bidder

Subscribed and sworn to me this
_____ day of _____, 20____

(Notary Public)

My Commission Expires _____ (SEAL)

EXHIBIT D

**ELECTRONIC CURRICULUM MANAGEMENT, CATALOG, AND PLANNING SOLUTIONS
REQUEST FOR PROPOSAL - RFP 19-D9001**

Due by 4:00 p.m. JANUARY 22, 2019

PROPOSAL COVERSHEET

Proposal covers the following areas (Please check all that apply). Single solutions being proposed will be accepted:

- _____ Curriculum Management Solutions
- _____ Catalog Services Solutions
- _____ College Planning Solutions
- _____ Academic Pathways Solutions

Firm Name: _____

Address: _____

Name of Contact For This Proposal: _____

Contact Email: _____

Contact Phone Number: _____

Certification of Submission Statement:

I, (name) _____, (title) _____
as an officer of this firm verify that all of the information included in this proposal is truthful, that as of this date there is no pending litigation or business reasons why this firm would be unable to perform the services outlined in the proposal, and that I have the vested power to submit this proposal on behalf of the firm.

(Signature) Date _____

(Print Name and Title)