



# REQUEST FOR PROPOSALS

## BUDGET SOFTWARE SOLUTION RFP # 2015-02

**RFP RELEASED: 10/06/2014**

**TECHNICAL QUESTIONS DUE: 3:30 p.m. on 10/10/2014**

**PROPOSALS DUE: No later than 3:30 p.m. on 10/20/2014**

**SUBMIT PROPOSALS TO:**

San Bernardino Community College District  
ATTN: Jason Oberhelman, Purchasing Agent  
114 South Del Rosa Drive, San Bernardino, CA 92408  
Phone: 909.382.4089 • Fax: 909.382.0174  
Email: [joberhelman@sbccd.cc.ca.us](mailto:joberhelman@sbccd.cc.ca.us)

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## 1.0 INSTRUCTION TO VENDORS

This section will provide necessary information for vendors to qualify as legally “responsive” to this Request for Proposals (RFP). This section should be studied carefully before attempting to respond so that proposals are not rejected on a minor technicality that could have been avoided.

### 1.1 NOTICE FOR INVITING PROPOSALS

Notice is hereby given that the Governing Board of the San Bernardino Community College District (SBCCD) of San Bernardino County is issuing a Request for Proposal for a qualified partner to assist its staff in the implementation/deployment of a budget solution that will be utilized by approximately 200 end users as summarized in the scope of work herein. SBCCD hereby invites you (VENDOR) to submit a Proposal according to the terms and procedures defined herein no later than 3:30 PM (PDT), Monday, 10/20/2014, directed to Jason Oberhelman, Purchasing Agent, at 114 S. Del Rosa Dr., San Bernardino, CA 92408 as per the specifications on file with Purchasing Office.

### 1.2 PURPOSE

San Bernardino Community College District (SBCCD) is seeking proposals from qualified firms to provide professional software services in order to replace the existing budget software for the operating, personnel and capital budgets.

SBCCD is currently a participant of the countywide software services provided by the San Bernardino County Superintendent of Schools through the BEST NET Consortium (Business-Personnel Educational Software Technology and Network Consortium). This includes systems and human resources, budget, accounts payable, general ledger, and payroll systems.

SBCCD is currently utilizing two platforms from BEST NET which include a legacy Hewlett Packard 3000 system (HP Reflections) and the newest system which is being written using SQL server, Visual Basic and .NET technologies (Financial 2000). SBCCD does not have additional technical information about these two systems. The current budget development process is completed within these two systems.

### 1.3 REJECTION OF PROPOSALS

SBCCD's Governing Board reserves the right to reject any or all proposals or any part of each proposal; to waive any irregularity in any proposal and to determine which, in its sole judgment, best meets SBCCD's needs to receive an award **after** successful contract negotiations. VENDOR may not withdraw its proposal for a period of **one hundred eighty (180) days** after the opening thereof.

### 1.4 SUBCONTRACTORS

If a subcontractor will be used by VENDOR to comply with any portions of this RFP, that fact must be stated in the proposal. The names of the subcontractors and their duties shall be specified in the proposal.

### 1.5 RFP COMPLIANCE, FORMS, AND CERTIFICATES

#### 1.5.1 ACKNOWLEDGEMENT OF INDEMNIFICATION AND INSURANCE

**REQUIREMENTS**

There are certain indemnifications and insurance provisions which must be included in the final agreement(s) with SBCCD. The VENDOR shall maintain Workers' Compensation Insurance as required by statute and shall submit a certificate of such insurance with its proposal response. SBCCD requires the following levels of coverage:

- A. Commercial General Liability including personal injury and property damage in the amount of \$1,000,000;
- B. Employer's Liability in the amount of \$1,000,000;
- C. Professional Liability in the amount of \$1,000,000;
- D. Automobile Liability, all automobiles, in the amount of \$300,000 for combined single limit.

**1.5.1.1 INSURANCE POLICY REQUIREMENTS**

The foregoing insurance coverage plans shall be primary and non-contributing with respect to any other insurance which may be maintained by SBCCD.

- A. All policies, except for Workers' Compensation and Employer's Liability and Professional Liability, shall be endorsed to include the San Bernardino Community College District as an additional insured and contain a Cross Liability or Severability Clause.
- B. The Workers' Compensation and Employer's Liability policies shall be endorsed to waive all rights of subrogation against SBCCD.
- C. SBCCD does not represent or warrant that the types or limits of insurance adequately protect VENDOR'S interest or sufficiently cover VENDOR'S liability. Failure by VENDOR to maintain the insurance coverage plans specified herein shall be considered a material breach of this Agreement.
- D. Prior to commencing work, VENDOR will furnish SBCCD with properly endorsed certificates of insurance acceptable to SBCCD which provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to SBCCD. All certificates must be faxed or emailed, followed by a hard copy "wet ink" signed original in the mail to: San Bernardino Community College District, Attn: Jason Oberhelman, 114 South Del Rosa Drive, San Bernardino CA 92408-0108.
- E. No payments will be made to VENDOR until current and complete certificate(s) of insurance are on file with the Business Services Department of SBCCD.

**1.5.2 NON-COLLUSION AFFADAVITS**

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

**1.5.3 AFFIDAVIT OF CONFIDENTIALITY AND INDEMNIFICATION AGREEMENT**

Vendors may designate selected portions of their proposal as confidential, such as proprietary information not publicly disclosed about their products. However, if a claim to release the confidential portion is made under the California Public Records Act, SBCCD will notify the VENDOR of such a claim but will not defend the VENDOR's rights to privacy.

**1.6 CONFIDENTIALITY**

The submitted proposals and Response Forms are public records subject to public disclosure pursuant to the provisions of the Public Records Act (Government Code Section 6250). SBCCD will notify the VENDOR of any public request for disclosure of such documents.

**1.7 PROPOSAL FORMAT**

VENDOR shall use the forms and formats used in the appendices and described herein. The use of other forms may be cause for rejection of proposals. Every effort has been made to make the entry of this information as straightforward as possible, but in a format that can be fairly evaluated for inclusion in the RFP and in the order presented in this RFP. It is the intent of this RFP and the appendices to ascertain full and complete disclosure of all costs related to the successful implementation of the products and services requested. If there are additional costs or requirements which are not covered in the RFP and appendices it is the VENDOR's responsibility to present that information during the RFP Window (the time following RFP release and the date the RFP Responses are due). Failure to disclose any of these costs in the RFP Response may constitute disqualification. All proposals should be submitted in the following format to enable SBCCD to fairly evaluate and compare all proposals. Failure to follow this format may constitute disqualification from consideration.

**Section 1.0 EXECUTIVE SUMMARY**

Vendors are asked to outline briefly the entire scope of the proposal and key elements to which readers should pay particular attention.

**Section 2.0 VENDOR PROFILE**

Vendors may describe in narrative form the nature and history of their company, relationships with other vendors if proposing jointly, etc.

**Section 3.0 LEGAL SPECIFICATIONS**

Vendors may wish to clarify their responses on the legal specifications and their policies with respect to contract negotiations. A blanket rejection of all SBCCD Professional Services Agreement terms in lieu of VENDOR standard contract terms will deem VENDOR as non-responsive and may remove them from consideration.

**Section 4.0 PROJECT SPECIFICATIONS**

VENDOR shall outline and describe their budget software solution and services proposals following the scope and specifications enumerated in Section 4.0. Specific exceptions to SBCCD specifications should be described and justified here as well as any additional information the VENDOR feels relevant to their proposal. Paragraphs shall be numbered to follow the enumeration of Section 4.0 so as to provide the Evaluation Committee the ability to objectively score each proposal.

**Appendices:**

The only official response to this RFP is what is submitted on the RFP Response and the appendices included with this proposal. Ancillary and supplemental comments will be considered in the evaluation but cannot substitute or contradict responses put in the forms.

**Appendix A - Non-Collusion Affidavit**

No additional directions necessary. This standard form is self-explanatory.

**Appendix B - Vendor Profile Form & Designation of Names**

This is the official signature page for the RFP Response and where pertinent information is identified.

**Appendix C - Financial Statements**

Please furnish financial information that accurately describes the financial stability of VENDOR.

**Appendix D - Professional Services Agreement**

Included in this appendix to the RFP is an example of all of SBCCD's required legal clauses. If an alternate is proposed, exact language must be included in VENDOR response.

**1.8 PROPOSAL SUBMISSION**

**Three (3) copies** of the proposal in addition to a CD containing the electronic RFP Response are required. Proposal copies should be submitted in three-ring, loose-leaf binder form. All data shall be clearly and legibly written, preferably typewritten, except for signatures. Signatures must be made in the appropriate spaces in compliance with legal requirements. Changes or erasures must be initialed by the individual signing the proposal. All blank spaces provided must have entries.

Proposals must be received in **sealed envelopes or containers** clearly showing the VENDOR name, address and **San Bernardino Community College District, Budget Software Solution RFP 2015-02**. No proposals may be withdrawn after submission.

**1.9 VENDOR CONDUCT**

During the RFP Window (from release of this RFP to Final award), VENDOR is not permitted to contact any SBCCD employees or members of the Governing Board unless at the request of SBCCD's designated contact person found on the title page of this RFP 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.

**1.10 QUESTIONS REGARDING THIS RFP**

Any administrative or technical questions concerning the requirements presented in this RFP must be directed to the contact on the title page of this RFP via US Mail, fax, or e-mail; e-mail is preferable. Technical questions must be submitted to Jason Oberhelman no later than 3:30pm Friday, 10/10/2014. The Evaluation Committee will draft responses to be posted as Addenda.

**1.11 CONTRACT DOCUMENT**

Certain contract language acceptable to SBCCD covering all of the services specified in this RFP are detailed in Appendix A and Section 3.0 related thereto. No terms or conditions can be added or changed by vendors after the proposals are received by SBCCD. Attempts to change the terms or conditions specified after the proposals are received by SBCCD may cause a proposal to be rejected as non-responsive. Vendors may propose alternate and additional language to the terms provided, but are subject to negotiation and acceptance by SBCCD



### **1.12 EVALUATION**

The SBCCD Evaluation Committee will review proposals and determine those that are responsive. The Evaluation Criteria include, but are not limited to, the following:

- A. Responsive & Responsible
  - a. Compliance with Required Forms, Certificates, and format,
  - b. Completion of the RFP Response Forms,
  - c. Acceptance of SBCCD's Professional Services Agreement or alternatives proposed;

***See section 4.3 and 4.4 of the bid documents for full evaluation and selection criteria.***

In the event a single proposal is received, SBCCD may conduct a separate cost analysis of the proposal. Where it is not possible to obtain a valid cost analysis, it may be necessary for SBCCD to conduct an independent cost analysis of the proposal price.

### **1.13 COST OF PROPOSAL DEVELOPMENT**

SBCCD disclaims any financial responsibility for, and VENDOR shall be solely responsible for, any costs incurred by the VENDOR in responding to this RFP, whether or not it is the successful VENDOR, including the costs for bonding, legal costs for any reason, visitation/travel expenses, reproduction, postage and mailing, and the like.

### **1.14 RFP INTERPRETATION AND ADDENDA**

Any changes, clarifications, or other interpretations regarding this RFP will be sent by SBCCD to each VENDOR who has received or requested an RFP and in addition, will be posted on District's website. These Addenda will become part of the RFP and will be included by reference in the Final contracts between the VENDOR(s) and SBCCD.

### **1.15 AWARD**

As explained above, any award is subject to successful contract negotiations between SBCCD and the selected VENDOR. Selection as the Preferred Vendor is not an award and the process will be concluded with the execution of the final agreement(s) with the VENDOR concerned pursuant to Governing Board authorization.

The final Agreement(s) shall be signed by the successful VENDOR and returned, within ten (10) working days after the Agreement has been mailed or otherwise delivered to VENDOR. No Agreement shall be considered as in effect until it has been fully executed by all of the parties thereto. Failure to execute the Agreement within ten (10) working days after the Agreement has been mailed or otherwise delivered to the successful VENDOR shall be just cause for the cancellation of the award. Award may then be made to an alternative VENDOR (selected by the Loss Control Committee), or the proposal may be re-advertised as SBCCD may decide.

### **1.16 INDEMNIFICATION**

VENDOR agrees to indemnify, defend and hold harmless SBCCD and its Governing Board, officers, employees, agents and volunteers from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits,



and costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), alleged to be caused by or arising from: (a) the negligent acts, errors, or omissions of VENDOR or VENDOR's subcontractor, agents or employees; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission of VENDOR or its employees, agents, or subcontractors; (c) the use of any copyrighted materials or patented inventions; or (d) VENDOR breach of its warranties or obligations under this Agreement.

The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement.

#### **1.17 NOTICE OF SUIT OR ACTION FILED**

The VENDOR shall give SBCCD immediate notice of any suit or action filed or prompt notice of any claim made against SBCCD arising out of the performance of this contract. The VENDOR shall furnish immediately to SBCCD copies of all pertinent papers received by the VENDOR. If the amount of the liability claimed exceeds the amount of insurance coverage, the VENDOR shall authorize representatives of SBCCD to collaborate with counsel for the insurance carrier, if any, in setting or defending such claim.

#### **1.18 PROHIBITED INTEREST**

No Board member, officer, or employee of the San Bernardino Community College District or of a local Public Body during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. If any such interest comes to the knowledge of any party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4 of Chapter 1 of Division 4 of Title 1 (Sections 1090-1097) of the Government code of the State of California.

#### **1.19 FINAL CONTRACT**

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

- A. The final agreement between SBCCD and the VENDOR(s);
- B. All schedules, implementation plans, service descriptions, and the like developed during the proposal evaluation phase for inclusion in the Final agreement;
- C. The VENDOR proposal in total, including all addenda and attachments;
- D. This RFP as originally released, with Appendixes, Exhibits, and any addenda released prior to proposal opening;
- E. RFP Response and any addenda released prior to proposal opening.

SBCCD may terminate any resulting Agreement(s) for convenience at any time by giving the VENDOR written notice thereof. Upon termination, SBCCD shall pay the VENDOR his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by SBCCD to effect such termination. The effective date of termination shall be the date of Notice of Termination.

## 1.20 TIMELINE

The anticipated timeline, subject to change, for the complete process is as follows:

Event	Tentative Date
RFP Release – Response Window Opens	10/06/2014
Technical Questions Due	10/10/2014
Proposals Due – Response Window Closes	10/20/2014
Preferred Vendor selected, contract negotiated and awarded	10/22/2014
Contract subject to Governing Board approval	11/13/2014
Work Commences	12/01/2014

## 2.0 DISTRICT PROFILE

The San Bernardino Community College District was established in 1926 and serves most of the County of San Bernardino and a small portion of the County of Riverside. The District includes two comprehensive community colleges: San Bernardino Valley College and Crafton Hills College, a Professional Development Center, and KVCR-TV and FM. The District employs approximately 800 full-time permanent faculty and staff and approximately 600 part-time faculty, and have approximately 17,000 students enrolled in one or more courses during the 2014 Fall Semester.

## 3.0 LEGAL SPECIFICATIONS

SBCCD's Legal Specifications are contained in a sample contract template in Appendix A. This reflects the terms and conditions necessary to be included in the Final agreement(s) for the products and services specified herein. These specifications are to be used as the basis for the Final agreement(s) but are negotiable. The purpose will be to standardize the evaluation of the VENDOR agreements and to augment them where there are provisions required by SBCCD that are not included in the existing VENDOR agreements. SBCCD requires that each of these specifications be addressed in the Final agreement(s) in essentially the language provided or some acceptable substitute language. The inclusion of the VENDOR standard forms and/or boilerplate does not constitute a response to these Legal Specifications.

## 4.0 PROJECT SPECIFICATIONS

This section will provide necessary information regarding the services SBCCD shall expect outlined and described in a successful proposal. Services proposed in addition to the Scope of Project should be separately identified and quoted, and SBCCD shall consider these additional services optional. Prior to submitting a response it is recommended for the VENDOR to drive by each campus to be better able to gauge the scope of the job.

#### 4.1 QUALIFICATIONS & EXPERIENCE

This section should establish the ability of VENDOR to exceptionally perform the required work by reasons of demonstrated competence in the proposed services to be rendered, the nature and relevance of similar work currently being performed or recently completed, and competitive advantages over other firms in the same industry.

- A. Furnish background information including date of incorporation/founding, legal form, location of offices, principal line of business, number of employees, days/hours of operation and any other pertinent data.
- B. Describe most noteworthy qualifications for providing proposed services to be rendered. Specifically highlight those qualifications that provide a competitive advantage.
- C. Describe any significant developments in organization such as changes in ownership or personnel in the past five years.
- D. Describe any litigation pending against VENDOR.
- E. List, at minimum, three references to include the reference's firm, name, respective salutation, position title, mail address, phone number, fax number, and email.
- F. Identify Project Manager assigned to SBCCD account. Include a detailed resume of Project Manager including description of qualifications, professional certifications, job functions, and office location.
- G. Identify the key personnel that would be assigned to SBCCD account. Include brief resumes of key personnel including description of individual qualifications, professional certifications, job functions, and office locations. Furnish an organizational chart for key personnel assigned to SBCCD account.

#### 4.2 SCOPE OF PROJECT

##### 4.2.1 Budget Process & Account Structure

SBCCD's annual budget process starts in preceding fall of the forthcoming fiscal year (July 1 – June 30). The annual Tentative Proposed Budget documents are released to the public in June. Therefore, the work as outlined in this RFP needs to be completed by early February to ensure a smooth and error free publication of the FY 2015-2016 Proposed Budget documents.

For samples of the Final Budget for Fiscal Year 2014-15 and Budget Calendar, please visit our website at [http://www.sbccd.org/District\\_Faculty\\_-a-,\\_Staff\\_Information-Forms/Fiscal\\_Services\\_Information\\_and\\_Reports](http://www.sbccd.org/District_Faculty_-a-,_Staff_Information-Forms/Fiscal_Services_Information_and_Reports). We strongly encourage firms to review the Final Budget for Fiscal Year 2014-2015 since it contains important information such as the Budget Process, Organizational Charts and Descriptions, Financial Policies, and Fund Descriptions.

Our current account structure consists of 7 different segments as shown below:

**Current Structure (X = digit):**

Fund	Life Span	Site	Program	SubProgram	Object	Type
XX	XX	XX	XXXX	XXXX	XXXXXX	XXXX
	Restricted vs Unrestricted	Location	Department	Grant (If applicable); otherwise, 0000	Account Number	Required by State

#### 4.2.2 Opportunities & Requirements

SBCCD seeks a qualified Partner to assist its staff in the implementation/deployment of a budget solution that will be utilized by approximately 200 end users. The selected Partner will be expected to recommend and price a suitable budget solution that will meet the requirements listed in the Primary Requirements section.

#### 4.2.3 Primary Requirements

A complete and comprehensive Software as a Service (SaaS) or Hosted Solution being provided in a manner that fully meets these and other specified requirements

- A Bidder proposing a SaaS, or a hosted solution, must provide clear evidence in its proposal that the SaaS or Hosted Solution offering is a primary delivery mechanism for Bidder's customers receiving the solution, and that the solution is fully managed, meaning that there are little, if no, application management or data processing services required of the Institution in the operation, support and maintenance of the solution. The SaaS and Hosted Solution must be able to meet or exceed the following requirements:
  - Support for system software, database, upgrades and development must be the responsibility of the Bidder
  - The proposed application must be accessible over the Internet using commonly used browsers, including the latest releases of Internet Explorer, Safari, Firefox, Chrome
  - Bidder agrees to notify the institution in advance of upgrades to the application
  - Bidder must insure the physical and logical security of the application and data
  - Bidder should provide a copy of a Third Party Security Audit Report that was performed within the last year.
  - Bidder should explain and elaborate how they accomplish the following tasks:
    - Failover / redundancy / replication of system to another location
    - Daily back up of budget document files.
    - Same day data restore of lost files.
  - Data centers running the proposed application must provide acceptable private physical space, power, and environmental controls
  - A SaaS solution with deployment of a fault-tolerant computing environment with provisions for business continuity and disaster recovery
  - All database design, management, performance, release and patch management, general application management services, and the like, must be the responsibility of the Bidder
  - Active Directory (AD) integration: the system will authenticate users via the District's AD, and allow AD security groups to be used when defining access.
  - Configuration changes due to changes in needs or regulatory mandates must be the responsibility of the Bidder as part of ongoing maintenance.
  -
- Service Level Agreement:

- Half-day response time for reported issues during normal business hours; vendor response within 1 hour of notification during normal business hours (March, April, May).
- Bidder staff availability during regular business hours. Expanded availability (includes weekends and later evenings) during budget season (March, April, May) to assist with reported issues.
- Bidder should provide at least 15 days' notice prior to system upgrades and maintenance.
- Ability to handle differing accounts for differing departments
- Ability to build a zero-based budget or use finance-generated assumptions for the basis
- Salary and Position Planning that allows budgeting for positions– controlled by finance – but with the flexibility for the user to handle full-time and part-time employees. Automatically calculate wages, benefits and associated labor costs, as well as model complex union and salary contracts, allocate more than one employee to a position, allocate a position across many cost centers and forecast labor and benefit costs automatically for multiple years. Easily allow for pay increases, and additions/deletions to staff on a department-by-department basis
- Allow the user to provide detailed documentation of assumptions, notes and justification for any account
- Allow the user to provide attachments such as PDFs and/or MS Office files
- Structured “what-if’s” that allow for pinpoint or sweeping changes to test scenarios – “such as delay all hires by some time period”, or “reduce expenses by a certain percentage”
- Ability to perform forecasting over the course of the fiscal year in order to update the budget; the system must be able to:
  - hold total budget amounts constant
  - re-forecast the year based on “actuals”
  - change total budget amounts based on updated actual information
- Situational budgeting that allows department heads to input their own line item detail specific to their needs, or plan for unique initiatives, projects, or actions, that apply only to them – without the need for programming, centralized management, or control
- Ability to build multi-year budgets
- Budget audit trails
- Automated approval workflow allowing finance and senior management transparency into the budget preparation and completion process
- Automated approval workflow for budget transfers and adjustments
- A set of standard reports
- Allow for configurable reports
  - Custom report writing that does not require users to learn new syntax
- A highly configurable solution that:
  - will not require any customization to meet the District’s requirements;
  - is compatible with most ERP systems such as Microsoft Dynamics, PeopleSoft; Workday, ADP, etc.
  - establishes a foundation for future technological and functional enhancements
- Operate with commonly used computing devices, including , tablets and mobile laptops
- Integration with the Institution’s existing critical business systems, including its current legacy systems.
  - If integration with legacy systems is not feasible, an import template must be provided to the District for ease of data imports for actual and budgetary data.

#### 4.2.4 Professional Services

Each Bidder must state that it will, as part of the implementation process:

- Analyze and recommend how to represent the G/L accounts and organizational hierarchy for consolidation and reporting
- Build the actual mapping of general ledger accounts to budget accounts and subtotals
- Build organization and organizational hierarchy
- Load at least 3 years of historical actual and budget data
- Build the unique budget navigation map for each department
- Set up the budget scenarios
- Employee Configuration
- Import employee data from the Human Resources system
- Set up benefits
- Set up employee classes and salary grades
- Set up tax authorities and tax rates
- Set up all salary and other compensation defaults; e.g. %, pool, fixed amount
- Handle the user configuration and security features
- Set up the budget approval workflow
- Configure drivers—annual and monthly
- Configure calculated accounts
- Configure budget baseline parameters
- Set up quick menus and standard menus
- Build a series of reports that meet the general needs of the District for budget preparation and approval
- Handle the data configuration required to load the final budget data back to the general ledger system, the HR system and the Fixed Asset system
- Conduct Administrator training on how to maintain the application
- Conduct End-user training on how to use the application including live webinar training and on-line tutorials for refresher training
- The delivery of all solution upgrades and relevant documentation

The Statement of Work must contain a complete description of the services to be provided by the Bidder, set forth the various responsibilities of the parties, designate which party (Institution or Bidder) will be the primary or lead contributor for an activity and which party will be the secondary or supporting contributor to the same, and identify all of the major deliverables that will be produced during the implementation and which party is responsible for its creation.

As part of its RFP response, Bidder must enclose a complete copy of its implementation methodology that Bidder will use for the project. Bidder should further explain in its bid materials why the methodology is appropriate for this initiative.

If there are any assumptions made with respect to the scope of services, the Bidder must clearly designate such assumptions in the Statement of Work. Bidder should create a separate section of the Statement of Work identifying the proposed assumptions so that SBCCD clearly understands each of the limitations on Bidder's proposed set of services as they relate to the project cost proposals. If there are assumptions not identified in the Statement of Work, Bidder will not be able to later claim that there were assumptions on which the cost proposals were bid.



#### 4.2.5 Project Plan

The bid materials must include a Project Plan which is tailored specifically to the implementation of the Budgeting and Planning application.

Bidders should develop the Project Plan with the understanding that SBCCD resources are limited. Further, there are periods of time in which the Institution's resources are unavailable or have reduced availability due to obligations related to ongoing business, including quarterly reporting, state and federal reporting, and the like.

The Project Plan must be an integrated project plan covering all aspects of the project and it must include all Bidder and District-only (and its third parties) activities and tasks. The Project Plan shall include:

- Commencement and completion dates for the initial and subsequent phases of the Budgeting and Planning application's implementation
- Identification of all other milestones, activities, tasks and subtasks
- Sufficient description of all activities, tasks and subtasks (including District-only responsibilities) to be performed by Bidder, the District, or where applicable, a third party
- Sufficient description of the party responsible for each of these activities, tasks, and subtasks

#### 4.3 EVALUATION CRITERIA

SBCCD will use a best value method for selecting the most advantageous partner to provide these services; the relative weight that each factor will receive in the evaluation is shown below. All proposals provided to SBCCD will be evaluated against the following criteria:

1. Capabilities of the Proposer's Organization expertise in executing similar projects and past performance as evaluated by contacting professional references **(20 Points)**
2. Overall experience in executing similar projects and past performance of the proposed staff to be assigned to the engagement **(25 Points)**
3. Design an Approach and Work Plan to Meet the Project Requirements **(25 Points)**
4. Reasonableness of the Cost of Proposal **(30 Points)**

#### 4.4 SELECTION CRITERIA

Proposals will be evaluated based on the selection factors listed below:

**1) Capabilities of the Proposer's Organization expertise in executing similar projects and past performance as evaluated by contacting professional references (relates to Evaluation Criterion 1)**

- a) Outline a history of your firm's experience on the work required for the Contract to be executed based on this RFP.
- b) Identify all Sub-consultants you may use on the Contract resulting from this RFP, indicate their specific role(s), and outline their experience on similar or related work.
- c) Provide a list of members of the proposed team and clearly identify the key person for this project (refer to from now on as Project Manager).



**2) Overall experience in executing similar projects and past performance of the proposed staff to be assigned to the engagement (relates to Evaluation Criterion 2)**

- a) Provide a list of members of the proposed team, indicating the specific role of each member, and clearly identify the Project Manager for this project.
- b) Provide a brief professional resume for each key member of the proposed team (including sub-consultants), indicating the extent of his/her experience on projects related to this type of work.
- c) Outline a history of the Project Manager's experience on the work required for the Contract to be executed based on this RFP.

**3) Design an Approach and Work Plan to Meet the Project Requirements (relates to Evaluation Criterion 3)**

- a) Describe how you will approach assisting SBCCD with our needs. Also discuss the communication process used to discuss issues/planning with SBCCD.
- b) Describe in detail how you will convert the Scope of Services into a work plan. Qualities and indicators that will receive consideration include but are not limited to:
  - i. The detail and clarity of the discussion as to the Proposer's approach to undertaking the project;
  - ii. The Proposer's performance in identifying any special problems or concerns which may be associated with the project and preliminary ideas about how these obstacles should be addressed
  - iii. The inclusion of any unique approaches which are designed to save time and money or increase the benefits or effectiveness of the proposed work;

**4) Reasonableness of the Cost of Proposal (relates to Evaluation Criterion 3)**

- a) Indicate the projected costs and hours for the immediate opportunities section only; however, near and/or long term opportunities will be considered if the responder feels those are necessary for the successful implementation of the solution. Please include reimbursable and travel expenses is applicable. Please note the pricing for the items listed is for EVALUATION PURPOSES ONLY. The final cost and scope will be negotiated with the successful contractor.

**5) References (relates to Evaluation Criteria 1 & 2)**

- a) The Proposal should include three (3) to five (5) references for recent work similar to the programs covered under this RFP and undertaken by the organization and the Project Manager. References should only include a contact name, address, phone number and email address.

**END OF BID DOCUMENT**

**Appendix A****Non-Collusion Declaration****STATE OF CALIFORNIA**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party  
(Title) (CONTRACTOR Name)  
making the foregoing bid.

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

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

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_.  
(City, State)

Signed: \_\_\_\_\_

**Appendix B****Contractor Profile Form & Designation of Names**

CONTRACTOR Name: \_\_\_\_\_

DUE NO LATER THAN 3:30 P.M. PST on October 20, 2014

In response to SBCCD's Notice Inviting Proposals for Loss & Safety Services, the undersigned submits this firm offer to:

San Bernardino Community College District  
RFP # 2015-02, Budget Software Solution  
Attn: Jason Oberhelman, Purchasing Agent  
114 S. Del Rosa Dr.  
San Bernardino, CA 92408

**Section 1: Designation of Names**

Person Responsible for Bid: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State &amp; Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Business Type: \_\_\_\_\_ TIN: \_\_\_\_\_  
(Corporation, Sole Proprietorship, etc.) (EIN or SSN)**Section 2: Bid**

CONTRACTOR must enter a fixed price for each Unit Price item in the space(s) provided on the next page of the Bid Form. Bidder's unit prices shall include all labor, materials, tools, equipment, overhead, profit, and all other direct and indirect costs and expenses to produce and deliver as required. Prices must be net including discounts.

I, \_\_\_\_\_, the undersigned, the \_\_\_\_\_ of  
(Type/Print Name) (Title)

\_\_\_\_\_, hereby declare that I am duly authorized to execute this Bid  
(Name of Company)

Form; that I have carefully examined the requirements of this Bid; acknowledge receipt and incorporation of the following Addenda, \_\_\_\_\_; that this Bid Form constitutes a firm offer to SBCCD that if awarded, all prices shall remain effective as required on this Bid Form; and that, under penalty of perjury under the laws of the State of California, to the best of my knowledge and belief, the information contained in this Bid Form is true and correct.

Signature: \_\_\_\_\_

Date: \_\_

## Appendix D

### PROFESSIONAL SERVICES AGREEMENT (Sample)

114 SOUTH DEL ROSA DRIVE  
SAN BERNARDINO, CALIFORNIA, 92408

This agreement is made and entered into by and between the San Bernardino Community College District hereinafter referred to as "DISTRICT", and \_\_\_\_\_ hereinafter referred to as "CONTRACTOR".

#### RECITALS

**WHEREAS**, the DISTRICT needs professional services;  
and;

**WHEREAS**, the CONTRACTOR is professionally and specially trained and competent to provide these services; and,

**WHEREAS**, the authority for entering into this agreement is contained in Section 53060 of the Government Code and such other provisions of California Law as may be applicable,

**NOW THEREFORE**, the parties to this agreement do hereby mutually agree as follows:

#### AGREEMENT

**1. DESCRIPTION OF SERVICES**

Services shall be rendered per RFP of this agreement.

**2. TERM**

CONTRACTOR will commence work under this agreement on \_\_\_\_\_, and will diligently prosecute the work thereafter. CONTRACTOR will complete the work not later than \_\_\_\_\_. CONTRACTOR shall not commence work until the Board has approved the Agreement. This agreement may be renewed for two (2) additional one (1) year terms upon written notice by DISTRICT.

**3. COMPENSATION**

- a. Payment(s) shall be made in the following manner: in the amounts listed on Exhibit B.
- b. The contract amount shall not exceed the original purchase order amount. No change order can be made or incorporated in to this agreement to increase the not to exceed amount. Therefore, the "**Not to Exceed**" amount for this contract is set at \_\_\_\_\_.
- c. Billing :

CONTRACTOR shall invoice DISTRICT in triplicate upon completion of each phase of services rendered and provide original receipts of all reimbursable travel-related expenses.

- d. DISTRICT will not withhold federal or state income tax from payments made to CONTRACTOR under this agreement, but will provide CONTRACTOR with a statement of payments made by DISTRICT to CONTRACTOR at the conclusion of each calendar year.

#### **4. TERMINATION**

This agreement may be canceled by either party without cause by written notice and with fifteen (15) calendar days.

#### **5. RELATIONSHIP OF PARTIES**

DISTRICT and CONTRACTOR hereby agree and acknowledge that CONTRACTOR, in providing the services herein specified, is and at all times shall be acting as an independent contractor. As such, CONTRACTOR shall have the right to determine the time and the manner in which the contracted services are performed. DISTRICT shall not have the right to control or to determine the results to be attained by the work of CONTRACTOR, nor the details, methods, or means by which that result is to be attained. CONTRACTOR shall not be considered an agent or employee of DISTRICT and shall not be entitled to participate in any employee fringe benefits of DISTRICT. The relationship of the parties will be based on the IRS guidelines (see Attachment A). The DISTRICT reserves the right to make the final determination as to the correct relationship of the parties.

#### **6. CONTRACTOR'S STATUS**

Contractor expressly represents and covenants that he/she is a business duly licensed under the relevant rules and regulations of the State of California and that services provided to the DISTRICT are provided pursuant to such rules and regulations.

#### **7. INSURANCE PROVISIONS**

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- I. A. The DISTRICT, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of work performed by or on behalf of CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR
- B. For any claims related to this project, the CONTRACTOR's Insurance coverage shall be primary insurance as respect the DISTRICT, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

- C. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the DISTRICT.
  - II. Professional liability, and/or Errors & Omissions coverages are written on a claims-made form:
    - A. The retroactive date must be shown, and must be before the date of the contract and/or the beginning of the contract work.
    - B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contracted work.
    - C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONTRACTOR must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
    - D. A copy of the claims reporting requirements must be submitted to the DISTRICT for review.
  - III. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII unless otherwise acceptable to the DISTRICT. Exception may be made for Stat Compensations Insurance Fund when not specifically rated.
  - IV. Verification of Coverage: Consultant shall furnish the DISTRICT with original certificates and amendatory endorsements effecting coverage required by the clause. The Endorsement should be in a format that conforms to DISTRICT requirements. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
  - V. Waiver of Subrogation: CONTRACTOR hereby agrees to waive subrogation which any insurer or contractor may acquire from vendor by virtue of the payment or any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
  - VI. Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the DISTRICT for all work performed by the CONTRACTOR, its employees, agents and subcontractors.
8. **CONTRACTOR shall maintain Insurance with limits of no less than as stated below:**

General Liability shall have a limit no less than of \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability shall have a limit no less than \$1,000,000 per accident for bodily injury and property damage. The DISTRICT shall be endorsed as additional insured on the policy

Workers' Compensation shall have a limit no less that as required by the State of California.

Professional Liability shall have a limit no less than \$1,000,000 per occurrence

**9. HOLD HARMLESS**

CONTRACTOR agrees to indemnify, save and hold DISTRICT, its officers, agents and employees harmless from any liability for any claims, accusations, or suits at law or in equity, or in any administrative proceeding, that may be brought by third persons on account of personal injury, death, or damage to property, or a property of business or personal interest, or for any fine, forfeiture or civil penalty arising from any act or omission by CONTRACTOR, its officers, agents, or employees while performing operations under the Agreement.

DISTRICT agrees to indemnify, save and hold CONTRACTOR, its officers, agents and employees harmless from any liability for any claims, accusations, or suits at law or in equity, or in any administrative proceeding, that may be brought by third persons on account of personal injury, death, or damage to property, or a property of business or personal interest, or for any fine, forfeiture or civil penalty arising from any act or omission by DISTRICT, its officers, agents, or employees while performing operations under the Agreement.

**10. AMENDMENTS**

This Agreement may be amended or modified only by written agreement signed by both parties. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a continuous waiver of the right to compel enforcement of such provision or provisions, nor shall such waiver be construed as a release of any surety from its obligations under this Agreement.

**11. ATTORNEY'S FEES**

Should any party violate or breach any term or condition of this Agreement, any other party shall have, without limitation, the right to move for entry of judgment by a court of competent jurisdiction, to seek specific performance thereof, and otherwise exercise all remedies available to him, her or it under the law to obtain redress from injury or damage resulting from any such violation or breach. In any such legal proceeding(s) brought to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred as a consequence hereof.



**12. ENTIRE AGREEMENT**

There are no understandings or agreements except as herein expressly stated. Any modifications must be in writing.

**13. INDEPENDENT CONTRACTOR**

CONTRACTOR is an independent contractor and not an officer, agent, servant, or employee of DISTRICT. CONTRACTOR is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and sub grantees, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between DISTRICT and CONTRACTOR. Neither CONTRACTOR nor its officers, employees, agents, or sub grantees shall obtain any rights to retirement or other benefits that accrue to DISTRICT employees.

**14. LAW TO GOVERN: VENUE**

The law of the State of California shall govern this Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of San Bernardino. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

**15. NOTICES**

All notices herein required shall be in writing and delivered in person or sent by certified mail, postage prepaid, addressed as follows:

**IF TO DISTRICT**

Steven Sutorus, Business Services  
San Bernardino Community College District  
114 South Del Rosa Drive  
San Bernardino CA 92408  
909-382-4031

**IF TO CONTRACTOR****16. VALIDITY**

If any terms, condition, provision, or covenant of this Agreement shall to any extent be judged invalid, unenforceable, void, or violable for any reason whatsoever by a court of competent jurisdiction, each and all remaining terms, conditions, promises and covenants of this Agreement shall be unaffected and shall be valid and enforceable to the fullest extent permitted by law.

**17. EXHIBIT AND ADDENDUM INCORPORATED**

Exhibit "A" is attached hereto and incorporated into this Agreement by reference.

**18. PUBLIC EMPLOYEE**

If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this agreement will be performed at times other than CONTRACTOR'S regular assigned workday for said entity or during periods of vacation or leave of absence from said entity.

**19. STRS RETIREE**

CONTRACTOR shall provide DISTRICT with a statement indicating whether or not CONTRACTOR is a retired member of the State Teacher's Retirement System of the State of California.

**20. ASSIGNMENT**

This Agreement is neither assignable nor transferable by either party or by operation of law without the consent in writing of the other party. Consent by either party to one or more assignments or transfers shall not constitute consent to a subsequent assignment or transfer.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement.

\_\_\_\_\_  
DISTRICT SIGNATURE  
Steven J. Sutorus, Business Manager

Date\_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR SIGNATURE

Date\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_