



MONTEREY PENINSULA
COLLEGE

Request for Proposal

Online Curriculum & Catalog Management System

**Response Due: October 31, 2018
No later than 5:00 pm PDT**

Monterey Peninsula College
980 Fremont Street
Monterey, CA 93940

1.0 Introduction and Purpose

The purpose of this Request for Proposal (“RFP”) is to invite qualified bidders to prepare and submit proposals to provide Monterey Peninsula College (MPC) with an Online Curriculum and Catalog Management System software and related services in accordance with the requirements set forth in this RFP.

The overall objective of this RFP process is for Monterey Peninsula College to select a vendor or vendors to provide an efficient and cost effective Online Curriculum and Catalog Management System that meets the high standards of quality and service required by the College.

Monterey Peninsula College seeks a single software system that will provide the ability to efficiently manage the College’s curriculum inventory; facilitate curriculum review and approval; and facilitate publication of the annual College Catalog. The software system must help the College in its goals for improving efficiency, accuracy, and sustainability in the catalog and curriculum management processes. The successful firm must demonstrate expertise in providing similar software, maintenance, licenses, support, and services for institutions of higher education of similar size.

2.0 Notice for Inviting Proposals

Notice is hereby given that Monterey Peninsula College is issuing a Request for Proposal for a qualified vendor to provide Online Curriculum and Catalog Management System software and related services as summarized in the scope of work herein.

Qualified vendors are invited to submit proposals, based on the information provided in this RFP, with the intent to establish an ongoing business partnership with MPC.

2.1 Submittal Directions

MPC invites vendors to submit a Proposal according to the terms and procedures defined in this Request for proposal as follows:

Proposal submission and deadline:

Proposals must be submitted by email to curriculum-rfp@mpc.edu and received on or before 5:00 p.m. (PDT) on October 31, 2018.

Direct all proposals to:

David Martin, Vice President of Administrative Services
Monterey Peninsula College
980 Fremont Street
Monterey, CA 93940

2.2 Anticipated Dates and Timelines

RFP Announced	October 1, 2018
Proposal submission deadline	October 31, 2018
Vendor demonstrations	November 26-29, 2018
Vendor reference checks	December 3-7, 2018
Anticipated selection of final vendor	December 17-January 9, 2019
Board approval of vendor	January 23, 2019
System transition planning/project kick-off	February 1, 2019
System implementation	February-April 2019
Faculty and staff training	May 2019/August 2019
Full implementation	Fall 2019

Monterey Peninsula College reserves the right to change or alter the timeline.

2.3 Contact with College Personnel

During the RFP Window (from release of this RFP to Final award), vendors are not permitted to contact any Monterey Peninsula College employees or members of the College’s Governing Board unless to fulfill pre-existing contractual obligations or at the request of the one of the individual’s identified below:

- David Martin, Vice President of Administrative Services
- Michael Midkiff, Director of Information Systems
- Jon Knolle, Ed.D. - Dean of Instruction

No gratuities of any kind will be accepted, including meals, gifts, or trips. Violation of these conditions may constitute immediate disqualification.

Questions regarding this RFP may be sent via email to David Martin (dmartin@mpc.edu), Vice President of Administrative Services.

2.4 Rejection or Withdrawal of Proposals

Monterey Peninsula College 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 Monterey Peninsula College's needs to receive an award after successful contract negotiations. A vendor may not withdraw its proposal for a period of one hundred eighty (180) days after the opening thereof.

2.5 Cost of Proposal Development

Monterey Peninsula College disclaims any financial responsibility for, and vendors 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.

2.6 Errors in Proposals

In the event that a vendor discovers an error in a proposal submitted in response to this RFP, it is the vendor's responsibility to present all corrections during the RFP window (the time following RFP release and the date the RFP Responses are due). Corrections received after the RFP window may result in disqualification from consideration.

2.7 Limitations

Monterey Peninsula College will not be obligated in any way by any vendor's response to this RFP. The selection of a Proposal and the accompanying award of a contract are to be based on evaluation criteria established in this RFP and described in the Evaluation and Award Section. The selection is at the sole discretion of the College.

The issuance of this RFP does not constitute an assurance that any contract will actually be entered into by any parties and the College expressly reserves the right to:

- request additional information and data from any or all vendors,
- supplement, amend, or otherwise modify the RFP or cancel this request with or without the substitution of another RFP
- disqualify any vendor who fails to provide information or data requested herein or who provides inaccurate or misleading information or data
- disqualify any vendor on the basis of any real or apparent conflict of interest
- disqualify any vendor on the basis of past performance on other projects
- negotiate with any vendor to this RFP and shall have the sole discretion to choose the best combination of qualifications and price for the project and services described in this RFP
- select one or none of the vendors to provide the services, or portions thereof, as described in this RFP

3.0 Submission Guidelines

3.1 Proposal Format

It is the intent of this RFP and the appendices to ascertain full and complete disclosure of all features and benefits as well as 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 Monterey Peninsula College to fairly evaluate and compare all proposals. Failure to follow this format may constitute disqualification from consideration.

3.2 Proposal Content

At a minimum, the following items should be included in the contents of the proposal:

- **Part 1: Executive Summary**
 - Briefly outline the entire scope of the proposal and key elements to which readers should pay particular attention.
- **Part 2: Vendor Profile**
 - Describe the nature and history of the company, as well as relationships with other vendors if proposing jointly, etc. Provide information about years of experience, staffing levels and structure, and examples of similar performed with other institutions. 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.
- **Part 3: Legal Specifications**
 - As appropriate, clarify company policies with respect to contract negotiations, system licensing requirements, and ability to comply with MPC's Information Security Policies (Appendix A). A blanket rejection of all Monterey Peninsula College's policies and terms in lieu of the vendor's standard contract terms may deem the vendor as non-responsive and may remove them from consideration.
- **Part 4: Project Specifications**
 - Provide a complete background and description of the proposed Online Curriculum and Catalog Management System, explain how it fulfills the needs outlined in this RFP, and how related services will be delivered to Monterey Peninsula College. Specific exceptions to Monterey Peninsula College's specifications should be described and justified here as

well as any additional information the vendor feels relevant to their proposal. Within this section address how the vendor and product satisfy the project specifications and evaluation criteria identified in section 4.0 of this RFP.

- **Part 5: Complete Cost Proposal**

- Provide detailed and itemized fixed fees. The selection committee will make their recommendation based on qualifications and then the College will enter contract negotiations including fee-based discussions. When providing costs, proposal shall include costs for all required overhead expenses including insurance. The final, all inclusive, rate shall be negotiated after the selection process. Any increases must be approved in writing by the College prior to the performance of services. No separate payment will be made for any other costs of performance or out of pocket expenses, including, without limitation, mileage or time required for dispatching personnel to the College, subsistence, lodging, fuel charge, vehicle use, transmitting reports, administrative charges, or other similar activities necessary for performance of the services for the College. Proposers shall specifically include hourly rates for services in their proposals. If a subcontractor will be used by vendor to comply with any portions of this RFP, the costs associated with the work performed by the subcontractor must be provided.

- **Part 6: References**

- Provide a list of 6-8 Colleges/Universities (preferably California Community Colleges) that use the proposed Online Curriculum and Catalog Management System. Include names and contact information individuals at each institution who oversee the use of the system at the institution.

- **Part 7: Additional Attachments:** Complete and submit the following documents with the proposal:

- A - Company Signatory Page
- B - Non-collusion Declaration
- C - Drug Free Workplace Certification
- D - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

3.3 Eligibility for Award

Any award resulting from this RFP process is subject to successful contract negotiations between Monterey Peninsula College and the selected vendor. The selection of a 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 the 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 Committee), or the proposal may be re-advertised as desired by Monterey Peninsula College.

4.0 Scope of Required Services, Features and Implementation

4.1 General System Features & Functionality

Provide a narrative regarding the features of your Catalog and Curriculum Management System and any further information regarding software features addressing at a minimum the requirements identified below:

- provide an online database to organize and manage the College's curriculum inventory
- an intuitive online interface for viewing, authoring, editing, reviewing, tracking and approving new and existing curriculum
- intuitive tools to identify, track, and manage the impact of one curriculum proposal on other courses and programs and include the ability to inform those responsible for impacted courses or programs
- automated paperless workflow to facilitate multi-stage curriculum review and approval
- tools to track, log and archive all changes made to curriculum, by all users, in a comprehensive audit trail
- robust reporting functionality including the ability to track cycles for curriculum review; report the status of curriculum review and approval; and identify errors to aid in reconciling data
- ability to publishing information to multiple platforms including web, mobile, tablet and print (pdf) platforms.
- ability to customize screens to the degree that the web interfaces blend seamlessly with the style and graphics already in place at the institution
- system allows for various departmental categorizations of curriculum and related permissions for creating, editing, and review by appropriate individuals;
- clear system for communication/notification to users, including notifications of assignments/to-dos, progress/status of proposals, and feedback from reviewers, and required follow-up as appropriate
- the ability to customize online interface, input screens, workflow, and other system attributes to meet needs of the College
- provide an integrated catalog publication management system that supports multiple platforms including web, mobile, tablet and print (pdf) platforms.
- provides the ability to facilitate committee review of proposals including prioritizing proposals for review and forwarding proposals for inclusion on committee meeting agendas

4.2 Usability/Ease of Use and Accessibility

The Curriculum and Catalog Management System needs to be clear and easy to use for end-users. Describe the user interface and navigation features that enhance the user experience and make it intuitive and easy to use focusing on the requirements identified below:

- provides an intuitive interface that is easy to navigate and easy to use; workflows require few clicks to complete
- interface for entering information, including proposal content is easy to use, employs a rich text editor that allows for basic formatting of content, linking, file attachments, and embedded images
- system provides the ability to attach supporting documents and web links to curriculum proposals and feedback from reviewers
- system visually identifies tasks assigned to users (i.e. proposals to review and/or approve) and easily identifies content/revisions user is expected to review
- system presents information to users based on department, user type, and role
- system includes robust, on-demand end-user documentation and user support, help system is contextualized for each screen and allows for customization to include the display of local (College) help procedures, information, and documents
- supports all major web browsers, at a minimum: Internet Explorer, Mozilla Firefox, Apple Safari and Google Chrome.
- system is fully compatible with web and mobile access for all workflow types (viewing, authoring, reviewing, and approving curriculum)
- system complies with all accessibility requirements according to Sections 504 and 508 of the Rehabilitation act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended

4.3 System Administration and Management

The Curriculum and Catalog Management System needs to provide tools for local system administration and management including the requirements identified below:

- intuitive tools for local system administration, including tools for managing and updating user accounts and permissions
- the ability for the College to add and customize curriculum entry fields; manage and update curriculum review and approval workflows; and define standard reports as well as ad-hoc/custom reports without vendor intervention
- ability to create unlimited users of the system and assign role-based permissions such as providing rights to create, edit, view, and approve curriculum within the system as assigned
- the ability to establish levels of permissions including departmental and role-based permissions that govern each rights to add, edit, and view information within the system.

4.4 Platform, Security and System Maintenance

The College desires to use vendor hosted/cloud-based solutions, where possible, and expects that the platform and vendor's server environment meet the requirements below:

In this section, please provide information regarding the technology used within your software solution and details regarding the security of you systems addressing the requirements listed below.

- system must be provided as a Software as a Service (SaaS) or cloud-based with a guaranteed up-time of 99.9 %
- system must be secure and meet all local, state, and federal data security standards and industry standard security protocols
- provide robust data security and backup options and a disaster recovery plan
- provide applicable certifications such as SOC 2 documentation
- implement software upgrades and updates to the system on a timeline that is approved by the College
- Vendor must comply with information security policies as specified in Appendix A

4.5 System Implementation, Integration, and Data Exchange

Below are the technical requirements of the college's Student Information System (SIS) and a list of additional systems in place at the College. The College will not accept any proposals for software that cannot integrate with the college's SIS system and produce data for importing into other systems required by the State and used by the institution. Describe how the product meets the implementation, integration, and data exchange requirements below:

- system provides single sign-on (SSO) via MPC's Clearlogin solution (<http://www.clearlogin.com>)
- system is capable of integrating with MPC's Student Information System (SIS); administrative tools should provide the ability to import/export all updated courses, in batch, from SIS.
- system provides tools to export/exchange data with other campus systems; reduces duplicate entry into multiple systems
- system provides monitoring procedures for data transfer across multiple systems via an API or other platform
- vendor migrates data from the College's current system (Curricunet v 2.0) into their system.
- system is compatible with a SQL database

Required System Integration:

- **MPC's Student Information System:**
 - Middleware
 - Database: SQL 2012
 - Server Environment: Windows
- **Integration with MPC's Single Sign-On** authentication platform (Clearlogin) via a SAML connection.
- **Other systems used by the College** that must be able to interact with the Online Curriculum & Catalog Management System are as follows:
 - **Chancellor's Office Curriculum Inventory (COCI)** (California Community College's central database for all CCC course information: <https://cccedplan.org/curriculum-inventory/about-coci>). Must be able to exchange curriculum records with the COCI system.

- **ASSIST NextGen** Online student transfer information system: (<http://www.assist.org>). Must be able to exchange articulation information with the ASSIST system.
- **TracDat** (Online tool for campus-wide management of assessment data). Must be able to exchange course and program information, including learning outcomes, to the TracDat system.

4.6 Customer Service & Technical Support

The College intends select a system that provides adequate documentation and user support as outlined in the requirements below:

- vendor must provide support via email and telephone and maintain a log/status-report of support requests
- vendor provides a clearly defined service level agreement (SLA) defining availability of support and system maintenance
- system includes robust, on-demand system administration documentation and user support, help system is contextualized for each screen
- vendor shall include initial system administration training in proposal and provide options for additional system administration training as needed
- vendor provides initial on-site end-user training in proposal and provide options for additional end-user training as needed

4.7 Additional Services

Provide a narrative description of any other features of functionality available to MPC outside of the scope of this RFP that can be added to the contract. Include any additional information about other software offered by the vendor that compliments and integrates with catalog and curriculum solutions described above. For each new feature provide the proposed pricing.

5.0 Evaluation and Award

The Monterey Peninsula College Online Curriculum and Catalog Management System RFP Evaluation Committee will review proposals and determine those that are responsive to this RFP. The Evaluation Criteria include, but are not limited to, the items listed in section 5.1 Evaluation Criteria.

5.1 Evaluation Criteria

Criteria	Points
Responsiveness to RFP and project specifications (proposal and work plan are in conformity with the requirements of the RFP and scope of the project, proposal is easy to read and understand)	10
Vendor stability and viability (evidence that vendor has capacity to perform services proposed, has a history of providing similar systems/services to other colleges, and evidence of financial stability and viability)	20
General system features and functionality: System/software meet the needs of the College's curriculum review and approval process. <i>See requirements in Section 4.1</i>	20
Usability/ease of use and accessibility: Intuitive navigation, simple workflow processes, reduced steps, meets accessibility requirements. <i>See requirements in Section 4.2</i>	20
System administration and management: Local system administration and workflow management; ability to locally manage curriculum components and contents. <i>See requirements in Section 4.3</i>	20
Platform, security, and maintenance requirements: System meets technical requirements of the College. <i>See requirements in Section 4.4</i>	20
System integration/data exchange: System integrates with other systems and provides tools for data export/exchange. <i>See requirements in Section 4.5</i>	20
Customer Service/Technical Support: Availability and types of support provided. <i>See requirements in Section 4.6</i>	20
Compete cost proposal (value and quality of product and related services)	10
Total Possible Points	160

Monterey Peninsula College reserves the right to conduct discussions with any or all respondents, or to make an award of a contract without such discussions based only on evaluation of the written proposals. Monterey Peninsula College reserves the right to contact and interview anyone connected with any past or present projects with which the respondent has been associated.

Monterey Peninsula College reserves the right to award this contract in whole or in part depending on what is in the best interest of the College with the College being the sole judge thereof.

5.2 Unresponsive Proposals

Vendors must respond in each area as specified in the RFP document. If the proposal is not complete, it may be deemed unresponsive and disqualified from consideration. Accuracy of the proposal is the responsibility of the vendor.

5.3 Rejection of Proposals

Monterey Peninsula College 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 the College's needs to receive an award after successful contract negotiations.

5.4 Discussions/Negotiations

Monterey Peninsula College reserves the right to conduct discussions with any or all respondents, or to make an award of a contract without such discussions based only on evaluation of the written proposals. The College reserves the right to contact and interview anyone connected with any past or present projects with which the respondent has been associated. The College likewise reserves the right to designate a review committee to evaluate the proposals according to the criteria set forth under this section. The College may make a written determination showing the basis upon which the award was made and such determination shall be included in the procurement file.

Monterey Peninsula College reserves the right to award this contract in whole or in part depending on what is in the best interest of the College with the College being the sole judge thereof.

Any award is subject to successful contract negotiations between Monterey Peninsula College 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 Monterey Peninsula College's Governing Board authorization.

Appendix A - Information Security

1. Definitions. As used herein, the following terms are defined as follows:
 - a. "Confidential Information" means any business and/or personally identifiable information relating to MPCCD's students, employees or other parties contained in files or storage systems to which the Company will be provided access by MPCCD. "Confidential Information" shall include, without limitation, printed or electronically recorded matter, "Personally Identifiable Information" (as defined below), customer and employee information, business information, student information, and other information of a non-public nature. "Confidential Information" also includes information generated as a result of the activities of the Parties hereunder, and information, whether disclosed in writing or orally, that is marked "confidential" or should be deemed by its nature to be confidential.
 - b. "Personally Identifiable Information" means information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context, including without limitation names; addresses; a personal identifier, such as a social security number, student or employee number, or biometric record; other indirect identifiers, such as date of birth, place of birth, and mother's maiden name; other information that, alone or in combination, is linked or linkable to a specific individual that would allow a reasonable person in the campus community, who does not have personal knowledge of the relevant circumstances, to identify the individual with reasonable certainty; or information requested by a person who the educational agency or institution reasonably believes knows the identity of the individual to whom the information relates.
2. Use of Confidential Information Limited to Purpose. The Company agrees to use the Confidential Information received hereunder solely for the purpose of performing the service or services for which the Company and MPCCD have made an agreement ("Purpose"), and only to the extent necessary for the stated Purpose.
3. Ownership Of Confidential Information. All Confidential Information shall remain the property of MPCCD. No rights or license therein is granted except a limited right to use the Confidential Information solely for the Purpose. Upon request of MPCCD, the Company shall promptly return all copies of the Confidential Information, in whatever form or media, to MPCCD, or certify the destruction of all such Confidential Information.
4. Nondisclosure And Nonuse Of Confidential Information.
 - a. The Company shall not, without the prior written approval of MPCCD in each instance, or unless otherwise expressly permitted in this Agreement, use for its own benefit, publish or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of MPCCD, any Confidential Information. The Company shall not use any Confidential Information to engage in targeted advertising.
 - b. The Company agrees that it will not provide Confidential Information to any third parties or business partners without prior written agreement from MPCCD. The Company warrants that all confidentiality and security measures identified in the Agreement will be extended by contract to any and all subcontractors used by the Company, if any, to execute the terms of the Agreement. The Company will do the following to ensure the security and confidentiality of MPCCD's Confidential Information:
 - 1) Designate an employee responsible for the training and compliance of all Company employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement.
 - 2) Restrict access to MPCCD's Confidential Information to those of Company's employees who have a clear need to such access and who are subject to written confidentiality agreements sufficient to carry out the intent of this Agreement.
 - 3) Take all reasonably necessary measures consistent with industry standards, and with state and federal law, to protect the Confidential Information from any and all unauthorized access and disclosures.
 - 4) Develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used Confidential Information received from or on behalf of MPCCD.
 - 5) Encrypt all Confidential Information in transmission and storage.
 - 6) Use appropriate and reliable storage media, regularly backup Confidential Information and retain such backup copies for the duration of the Agreement.
 - 7) Store all Confidential Information in the United States.

Compliance with these requirements shall not, in itself, absolve the Company of any liability in the event of an unauthorized disclosure of Confidential Information.

 - c. The Company may disclose Confidential Information if required by any judicial or governmental request, requirement or order, provided that the Company will take reasonable steps to give MPCCD sufficient prior notice of the Company's obligation to disclose the information so as to allow MPCCD to contest that request, requirement or order, as it deems appropriate.
 - d. The confidentiality and security requirements provided herein shall survive the termination or expiration of the Agreement.
5. Compliance with Applicable Laws. The Company warrants and represents that is familiar with and will comply with all laws governing the Confidential Information of the MPCCD, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA"), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Gramm-Leach-Bliley Act, the Sarbanes-Oxley Act, Payment Card Industry Data Security Standards ("PCI/DSS"), the California Information Practices Act (California Civil Code section 1798 et seq.), and the California Education Code. The Company shall be liable for the costs associated with its violation of laws governing the Confidential Information of the MPCCD.
6. Compliance with Applicable Board Policies and Administrative Procedures. The Company shall comply with all applicable MPCCD Board-approved Policies and Administrative Procedures when utilizing information systems sponsored or owned by MPCCD. The Company shall be liable for the costs associated with its violation of such policies and regulations.
7. Unauthorized Disclosure or Use Notifications.

- a. Within one (1) business day of becoming aware, the Company shall notify MPCCD in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information.
 - b. The Company understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement, or any threat thereof, may cause MPCCD irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that MPCCD shall have the right to apply to a court of competent jurisdiction, without necessity of posting bond, for an order restraining any further disclosure or misappropriation, and for such other relief as MPCCD shall deem appropriate. This right of MPCCD shall be in addition to the remedies otherwise available to MPCCD at law or in equity.
8. Indemnity. Company shall indemnify, defend and hold MPCCD harmless from all claims, liabilities, damages or judgments involving a third party, including MPCCD's costs and attorney's fees, which arise as a result of any unauthorized disclosures or misuse of Confidential Information, including Personally Identifiable Information, or Company's breach of any terms of this Agreement, excluding those claims, liabilities, damages or judgments arising from the sole active negligence or willful misconduct of MPCCD. The indemnity requirements provided herein shall survive the termination or expiration of the Agreement.
9. If any of this Agreement is held to be unenforceable, such unenforceable part shall be deemed modified or eliminated to the extent necessary to make the remaining parts enforceable. Any waiver of a default in performance hereunder shall be deemed a waiver of the particular instance only and shall not be deemed consent to continuing default.
10. The execution, interpretation and performance of this Agreement, and any disputes with respect to the transactions contemplated by this Agreement, shall be governed by and construed according to the internal laws and judicial decisions of the State of California. Exclusive jurisdiction shall be with the courts of California and venue shall be in Monterey County, California.
11. Neither Party may assign its rights or delegate its duties or obligations under this Agreement without the other Party's prior written consent. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter and supersedes all prior agreements or understandings, written or oral, between the Parties with respect thereto.
12. Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement will be in writing and will be sent via certified mail, hand delivery, overnight courier, or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, or email (to the extent an email address is set forth below), when received:

Monterey Peninsula College

Director, Information Services
980 Fremont Street
Monterey, CA 93940
Attn: Michael Midkiff
Email: mmidkiff@mpc.edu

With copy to: David Martin, Vice President of Administrative Services

Appendix B - Expanded Evaluation/Product Review Committee Checklist

Criteria	Check-off / Rating
Responsiveness to RFP and project specifications (proposal and work plan are in conformity with the requirements of the RFP and scope of the project)	
<ul style="list-style-type: none"> • Completeness of proposal: Proposal is addresses required parts 1-7 of section 3.2 of RFP 	
<ul style="list-style-type: none"> • Responsiveness of proposal: Proposal specifically addresses the needs of MPC as outlined in the RFP 	
Vendor stability and viability (evidence that vendor has capacity to perform services proposed, has a history of providing similar systems/services to other colleges, and evidence of financial stability and viability)	
<ul style="list-style-type: none"> • Vendor company stability/viability: Vendor company profile demonstrates evidence of financial stability and company viability. 	
<ul style="list-style-type: none"> • Vendor track record: Vendor company profile demonstrates track record of providing similar systems/services to other colleges 	
<ul style="list-style-type: none"> • Vendor staffing capacity: Vendor company profile reflects organizational/staffing capacity to provide system and perform services proposed 	
<ul style="list-style-type: none"> • References: Vendor is able to provide 6-8 College/University references. There is evidence that colleges have fully-implemented and are using the system. 	
General system features and functionality: System/software meet the needs of the College's curriculum review and approval process. <i>See requirements in Section 4.1</i>	
<ul style="list-style-type: none"> • Interface for adding, editing, and reviewing curriculum: System provides an intuitive interface for viewing, authoring, editing, reviewing, and tracking, and approving curriculum records 	
<ul style="list-style-type: none"> • Automated paperless workflow: System provides the ability to automate a variety of workflows to facilitate multi-stage curriculum review, approval, and tracking 	
<ul style="list-style-type: none"> • Support for departments, roles, and functions: System provides the ability to organize curriculum and workflows into various departmental categorizations and related permissions for authoring, editing, reviewing, tracking, and approval 	
<ul style="list-style-type: none"> • Communication and system notifications: System provides clear and effective communication and notifications to users regarding assignments, to-dos, progress of proposals, etc. 	
<ul style="list-style-type: none"> • Tracking and reporting: System provides robust reporting functionality to track and reconcile curriculum review and provide on-demand and custom reports 	
Usability/ease of use and accessibility: Intuitive navigation, simple workflow processes, reduced steps, meets accessibility requirements. <i>See requirements in Section 4.2</i>	
<ul style="list-style-type: none"> • Intuitive interface: System is easy to navigate, easy to use, and requires few clicks to accomplish tasks. 	
<ul style="list-style-type: none"> • Editing/commenting tools: System provides a rich text editor that allows for easy basic formatting of text as well as the addition of links, file attachments, and embedded images. 	
<ul style="list-style-type: none"> • Personalization: System presents personalized information and workflow (i.e. easy access to my proposals, my approvals) to users based on role, assignments, to-dos, etc. 	
<ul style="list-style-type: none"> • User documentation: System provides robust, on-demand end-user documentation that can be customized to include local (College) help procedures, information, and documents. 	
<ul style="list-style-type: none"> • Accessibility requirements: System complies with accessibility requirements. 	
<ul style="list-style-type: none"> • Browser/system compatibility: System is compatible with major/modern web browsers and mobile devices. 	
System administration and management: Local system administration and workflow management; ability to locally manage curriculum components and contents. <i>See requirements in Section 4.3</i>	
<ul style="list-style-type: none"> • User accounts and permissions: System provides intuitive tools for local management of user accounts and various levels of permissions. 	
<ul style="list-style-type: none"> • Managing curriculum record fields: System provides intuitive tools for local management of curriculum record components (i.e. ability to add fields/information to proposal templates. 	
<ul style="list-style-type: none"> • Managing workflow: System provides intuitive tools for local management of workflow (review/approval) processes. 	
<ul style="list-style-type: none"> • Managing reports: System provides intuitive tools to create, modify, and manage standard and ad-hoc reports. 	
Technology, security, and maintenance requirements: System meets technical requirements of the College. <i>See requirements in Section 4.4</i>	
<ul style="list-style-type: none"> • SSO Integration: System supports single sign-on (SSO) and integration with MPC's Clear Login 	

<ul style="list-style-type: none"> • Data Security: System is secure and compliant with local, state, and federal data security standards. 	
<ul style="list-style-type: none"> • Data backup: Vendor provides adequate data backup and disaster recovery plan. 	
<ul style="list-style-type: none"> • Software upgrades: Vendor provides software updates/upgrades as part of contract and on a timeline that is dictated/approved by MPC 	
System integration/data exchange: System integrates with other systems and provides tools for data export/exchange. See requirements in Section 4.5	
<ul style="list-style-type: none"> • SSO integration: System supports single sign-on (SSO) and integration with MPC's Clear Login 	
<ul style="list-style-type: none"> • Data import/export: System provides tools to export/exchange data with other campus systems (SIS, TracDat) and reduce multiple data entry 	
<ul style="list-style-type: none"> • Data validation: System provides tools to monitor data transfer across multiple systems via an API or other platform 	
<ul style="list-style-type: none"> • Data migration: Vendor provides plan for migrating MPC's current (CurricUNET v2.0) data into new system. 	
Customer Service/Technical Support: Availability and types of support provided. See requirements in Section 4.6	
<ul style="list-style-type: none"> • Support Availability: Vendor provides support via email and telephone and maintains a log/status-report of support requests 	
<ul style="list-style-type: none"> • System administration documentation: System provides robust, system administration documentation, help procedures, information, and related documents. 	
<ul style="list-style-type: none"> • Initial System Admin Training: Vendor provides initial system administration training for MPC personnel. 	
<ul style="list-style-type: none"> • User System Training: Vendor provides initial on-site end-user training and provides options for optional additional end-user training. 	
Compete cost proposal (value and quality of product and related services)	
<ul style="list-style-type: none"> • Complete cost proposal: Proposal includes a clear, complete, and itemized cost estimate for ALL COSTS related to the system implementation, licensing, and related services 	
<ul style="list-style-type: none"> • Implementation/Setup Costs: One-time implementation/setup costs are reasonable and appropriate for the scope of the project. 	
<ul style="list-style-type: none"> • Ongoing Costs: Ongoing licensing fees, maintenance, support, and other costs are reasonable and appropriate for the scope of the project and quality of product and related services 	

Attachment A: Company & Signatory Page

Please return this page with a copy of your submittal.

The undersigned is an authorized agent of this company, hereby certifies:

Proposer is familiar with all terms, conditions, and specifications herein stated.

Proposer is qualified to perform work and services included.

The pricing contained in this submittal is valid until _____ (date).

Company Name: _____

Business Address : _____

Telephone: _____ Fax: _____

Federal Tax ID# : _____

Hours of Operation: Weekdays: _____

Weekend: _____

Type of Firm: Corporation: _____ Proprietorship: _____

Partnership: _____ Joint Venture: _____)

Other (please describe): _____

Print Name of Person Submitting Proposal : _____

Title: _____

Phone Number: _____ Email: _____

Authorized Signature: _____

Attachment B – Non-collusion Declaration

State of California)
)ss.
County of _____)

_____ being first duly sworn,
deposes and says that he or she is _____

of _____, the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Signature

Type or print name:

Title:

Date:

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2018, by _____ proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature, Notary Public

My Commission Expires:
(seal)

Attachment C – Drug-free Workplace Certification

I, _____, am the _____ of
(Print Name) (Title)

_____. I declare, state and certify to all of the following:
(Supplier Name)

I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.

I am authorized to certify, and do certify, on behalf of Supplier that a drug free workplace will be provided by Supplier by doing all of the following:

Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Supplier's workplace and specifying actions which will be taken against employees for violation of the prohibition;

Establishing a drug-free awareness program to inform employees about all of the following:

- (i) The dangers of drug abuse in the workplace;
- (ii) Supplier's policy of maintaining a drug-free workplace;
- (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations;

Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Supplier in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

Supplier agrees to fulfill and discharge all of Supplier's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

Supplier and I understand that if the District determines that Supplier has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Supplier and I further understand that, should Supplier violate the terms of the Drug-Free Workplace Act of 1990, Supplier may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.

Supplier and I acknowledge that Supplier and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Supplier and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at _____ this _____ day of _____, 2018 .
(City and State)

_____(Signature)

_____(Printed Name)

Attachment D - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

— as per Federal OMB Circular A-110 Executive Order 12549 and 12689

By signing and submitting this proposal, the prospective contractor is providing the certification set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective contractor certifies that it has not and will not provide any gratuities to any agency elected or appointed official, employee, representative, or consultant in connection with the award or administration of the contract that is expected to result from this solicitation.
3. The prospective contractor shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principle,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective contractor further agrees by submitting this proposal that it will include this clause title, “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion — Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
10. The prospective contractor certifies, by submission of this proposal, that neither it nor its principals, nor its prospective subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
11. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

Signature: _____

Typed or Printed Name: _____

Title: _____

Organization: _____

Date: _____