It is the policy of the Marin Community College District that no person or firm shall be excluded from participation in, denied the benefits of, or otherwise be discriminated against in the award and performance of any District contract on the grounds of ethnic group identification, race, color, language, accent, immigration status, ancestry, national origin, age, sex or gender, gender identity, religion, sexual orientation, marital status, medical condition, veteran status, physical or mental disability, or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics; and that barriers to effective participation traditionally encountered by minorities and females be minimized.
MARIN COMMUNITY COLLEGE DISTRICT

INDEX

This bid proposal packet includes the following documents:

- Cover
- Index
- Notice to Bidders
- Bid Conditions

-Bid Specifications
  District Background
  Information and General Conditions
  Project Overview
  Scope of Services
  Instructions to Proposers
  Proposers Minimum Qualifications
  Proposal Format and Content
  Schedule
  Evaluation and Selection

- Bid Form
- References
- Certificate of Non-Discrimination Form
- Bidder Business Structure Form
- Business Enterprise Certification Form
- Statement of Non-Collusion Form
- W9 Form
- MCCD Sample Contract

EXHIBITS:

- Exhibit A – Scope of Services

In order to preserve uniformity and to facilitate the award of the bid proposal, no bid proposals will be considered unless made upon forms furnished by the Marin Community College District. Removal of any part may invalidate the bid.
NOTICE TO BIDDERS

The Marin Community College District, 1800 Ignacio Blvd, Novato, California 94949 hereby invites sealed proposals for the following:

REQUEST FOR PROPOSAL BID PROPOSAL #13-1206
Student Web Registration System for Community and Continuing Education

Bids shall be made on forms and be in accordance with bid conditions and specifications prepared by the District. This bid package may only be received through District Purchasing to be valid. The District will receive sealed proposals at the District Purchasing Office, 1800 Ignacio Blvd, Novato, CA 94904, before:

3:00 p.m. January 6, 2014
BID PROPOSAL #13-1206
Student Web Registration System for Community and Continuing Education

Advertise: December 10, 2013
BID CONDITIONS

BID MATERIALS AND INFORMATION: This bid and all subsequent documents may only be obtained from and questions directed to:

District Purchasing Department
Marin Community College District
1800 Ignacio Blvd
Novato, CA 94904
(415) 884-3162
(415) 883-3162 – FAX

All questions must be e-mailed to David Erlenheim at david.erlenheim@marin.edu, by December 17, 2013. Answers will be researched and then e-mailed to all bidders by December 20, 2013.

Marin Community College District also referred to as MCCD

EXAMINATION OF BID DOCUMENTS AND ACTUAL CONDITIONS: Before submitting a bid, the bidder shall thoroughly familiarize himself/herself with all bid documents referred to in the bid proposal, and any addenda issued before the bid closing. Such addenda shall form part of the bid response. It shall be the bidder's responsibility to ascertain that his bid includes all addenda issued prior to the bid closing.

The bidder must satisfy himself/herself by personal examination and by such other means as the bidder may prefer as to the actual conditions and requirements under which the bid shall be made. Such examination must be upon the notification and approval of the District Purchasing Department.

If, after inspection and examination by the bidder, there are any existing conditions or requirements of the bid which are not completely understood by the bidder, he/she shall contact the District Purchasing Department for further information as may be available.

BID FORM: In order to preserve uniformity and to facilitate the award of Purchase Orders, no bids will be considered unless made upon forms furnished by the MCCD. No electronic, telegraphic, or telephonic proposal or modifications will be considered. Bid Proposal must include this Bid packet filled out in its entirety, with any addendums attached to the front of this Bid Proposal and any additional documents attached to the back of this Bid Proposal.

All items on the form should be filled out. Numbers should be stated in figures and signatures of all individuals must be in long hand.

The bidder must bid separately on each item listed, unless otherwise requested herein.

All prices and notations must be typed or written in ink. Bids must not be written in pencil. Mistakes may be crossed out and correction inserted in adjacent, but the correction must be initialed in ink by the person signing the proposal. No corrections can be made after the time of the bid closing.

Whenever the amount resulting from the multiplication of the unit price bid by the bidder on any item by the total number of units called for in the item does not equal the total price bid, then the unit price shall govern for all purposes.
Statements or communications which serve to qualify the bid may void such bid as to the items qualified.

Each major item that is listed may be shown with attachments and accessories as required. The bid figure for that item as specified should be a total figure including all those attachments or accessories that are shown in the specification. If there are individual costs for attachments or accessories, all costs must be identified in the figures quoted.

ADDENDUMS: Any addendums issued during the time of bidding shall form a part of the bid document issued to bidders for the preparation of their proposals and shall constitute a part of the contract documents.

BID SUBMISSION: Whether bids are sent by mail or delivered in person, the bidder shall be responsible for the delivery of the bid to the District Purchasing Department, Marin Community College District, 1800 Ignacio Blvd, Novato, CA 94949 on or before the advertised date and hour for the closing of the bid. If the mail or personal delivery is delayed beyond the date and hour set for the bid closing, such delayed bids shall not be considered and shall be returned unopened. UPS DOES NOT DELIVER TO THIS ADDRESS.

Outside of Bid must include name of Vendor and Bid Name and Number.

Bidders must submit two (2) originals and thirteen (13) copies of their respective response to this RFP.

All Bid Proposal requests sent by e-mail must have the e-mail attached to the front of the Bid Proposal.

All Addendums must be attached to the front of the Bid Proposal.

This Final Bid Request with the latest addendums must be included with no changes made to it, after the e-mail.

Any exceptions to the Final Bid Request must be referenced in a separate section of your proposal.

TAXES: In completing the bid form the bid total must exclude tax.

DISCOUNTS: Where additional discounts apply against bid figures, identify exact figures and/or percentage (%) of discount.

Cash discounts for payment of invoices must allow no less than ten (10) days for payment after receipt and acceptance of materials, after compliance by the Contractor with all of the terms of the contract/order and a correct invoice, whichever is later.

ACCEPTANCE, CHANGES, REJECTION OR WITHDRAWAL OF BIDS: The Bid Proposal submitted by the Bidder shall remain open and valid and shall be subject to acceptance by MCCD for ninety (90) days after the bid closing date.

Changes to a bid shall not be allowed after bid closing!

The Marin Community College District reserves the right to reject any and all bids, to waive any informality and/or irregularity in any bid received, and to be the sole judge of the acceptability of a quoted product.

The bidder may withdraw its bid at any time before the bid closing. In no case may a bid be withdrawn after the bid closing date without express approval from the Governing Board of the Marin Community College District. Request for withdrawal of a bid must be submitted in writing by the bidder to MCCD.

BASIS OF AWARD: This bid will be awarded in the best interest of the District. See Bid Specifications.

EVIDENCE OF RESPONSIBILITY: Upon the request of MCCD, a bidder shall submit to MCCD within five (5) days after request satisfactory evidence showing the bidder’s financial resources, the bidder’s
experience in the type of work required by the District, the bidder's organization available for the performance of the contract and any other required evidence of the bidder's qualification to perform the proposed contract. The district may consider such evidence before making its decision awarding the bid. Failure to submit evidence of a bidder's responsibility to perform may result in rejection of the bid.

**DELIVERY:** Delivery of articles bid must be completed on or before the delivery date/time specified by the bidder. Since time is of the essence and since any order placed was with reliance upon the bidder's delivery promise, such delivery must be completed as specified in the bid.

Failure of the bidder to deliver as specified in the bid, for any other reasons than those listed above, shall result in (at the option of the Marin Community College District):

1. The rescinding of the Purchase Order, or

2. The deduction from the purchase price of 1 % per week (7 calendar days) per unit not delivered on the date specified. Said deduction to be stipulated by and between the parties as liquidated damages and not as penalty for the failure to deliver. This deduction to be made from the invoice at the time of payment.

**FORCE MAJEURE CLAUSE:** The Contractor and MCCD shall be excused from performance hereunder during the time and to the extent that they are prevented from performance by acts of God, acts of Government, labor disturbances, fire, lack or shortage of transportation facilities by the Government or other causes which are beyond the control of and not due to the fault or neglect of the Contractor or MCCD; or when MCCD is prevented from performing by operation of law or a court order.

In these instances, the Contractor shall within five (5) days of such occurrence submit written evidence for the cause of the delay including a request for an extension of time equal to the delay. If the District finds that a cause for delay does exist, it may at its' option grant an extension of time equal to the delay.

**PAYMENT:** One hundred percent (100%) payment will be processed through MCCD's normal accounts payment process after receipt and acceptance of the materials/services and after compliance by the Contractor with all of the terms of the contract/order.

**COMPATIBILITY/INTERFACE:** When reference has been made that equipment requested must be compatible and/or interface with existing MCCD owned equipment, bidder is to advise if additional items, other than specified, will be needed to meet this requirement and shall list in the bid proposal items along with costs including labor charges to install interface materials.

**FEDERAL AND/OR STATE SAFETY REGULATIONS:** The articles covered by this bid and any purchase order for furnishing any articles listed in the bid proposal must conform with the safety orders of the State of California, Division of Industrial Safety or the regulations of the Federal Occupational Safety and Health Administration as set forth in the Federal Register, whichever is the more restrictive.

**CONTRACTOR’S RESPONSIBILITIES:** In the performance of any operations hereunder, contractor shall furnish at its own expense and cost any and all necessary labor bonds, permits, materials, supplies, machinery, equipment, tools, transportation and anything else necessary to perform and complete the work covered by this Agreement, other than items which MCCD specifically agrees in writing to furnish. Contractor and any of its’ subcontractors shall assume all risks for any damage to or destruction of contractor’s tools, machinery, equipment or materials of any kind or character resulting from any cause unless otherwise specified. All materials shall be new and of a grade and quality adequate for the required use and Contractor warrants that the quality of the work done and materials used will be to the highest standard now prevailing in the industry for work of such nature in every respect.

**PIGGYBACK CLAUSE:** There shall no provisions offered for piggy back clauses on this RFP.
1. **DISTRICT BACKGROUND**

   College of Marin’s Community Education and Services Department provides Marin residents of all ages with a wealth of opportunities for personal development, skills development, cultural enrichment and recreational enjoyment. Community Education classes are fee-based, short-term, not given for credit, and not graded. They cover a broad spectrum of interests and disciplines, including art, writing, literature, dramatic arts, music and more. These classes are held both on and off campus as well as online in order to make offerings as convenient as possible.

   The college serves about 2,200 Community Education students each term. The enrollments for fall 2012 and spring 2013 were 2,209 students and 1,684 students respectively. Ninety-two percent of College of Marin Community Education students are 30 years of age or older. The average age of students is 60 years. The youngest student is 14 and the oldest is over 80.

2. **INFORMATION AND GENERAL CONDITIONS**

   A. **Definitions**
      
      The term District as used in these terms shall be construed to include the Marin Community College District (MCCD) and all employees, officers, and agents of the Marin Community College District.
      
      The term contractor as used in these clauses shall be construed to include the professional service firm that will provide the District’s M&O of said professional services firm for implementing Onuma interface with FUSION and training M&O staff to use and maintain the FUSION database.
      
   B. **Signature**
      
      The proposal must be signed in the name of the firm and must bear the signature of the person authorized to sign proposals on behalf of the firm.
      
   C. **Award of Contract**
      
      If the contract is awarded, it will be to the responsible firm whose proposal is deemed by the District to be the best proposal and whose proposal best meets the needs of the District. Written notification will be made to unsuccessful firms.
      
      Following the selection of the apparent successful firm, the District will enter into negotiations regarding provisions of the Agreement. If a satisfactory contract cannot be negotiated, the District may, in its sole discretion, begin contract negotiations with another firm and terminate negotiations with the originally selected firm.
      
   D. **Compensation and Additional Services**
      
      If additional services are required and authorized by the Vice President of Fiscal and College Operations, other than those included in the original Agreement, the Agreement will be amended to reflect the additional services, including any additional agreed-upon compensation for such services.
      
   E. **Assignment of Contract**
Any disputes shall be resolved through binding arbitration pursuant to California Code of Civil Procedure section 1280 et seq., with non-prevailing party to pay the arbitrator’s fees, but with each side otherwise to bear its own costs and fees.

3. PROJECT OVERVIEW

MCCD is looking for a student software registration system that meets the needs of the continuing education and community education programs for the College of Marin.

Community Education operates on five quarters per year. On an annual basis, the College currently processes registration for appropriately 10,000 Community Education students using both online and paper-based methods. The department also offers two distinct certificate programs, including the Artisan Cheesemaking Certificate Program in Dairy Arts and California Indian Studies Certificate Program. Attendance of these two programs is tracked and certificates are awarded to students who attend all the required classes.

The College seeks a secure, user friendly, paperless web based solution for handling enrollment, registration, verification, and application for Community Education classes throughout the county. It is our desire to provide a high level of service to new and returning Community Education students by replacing our existing paper based process with an easy-to-use online registration solution; thus, reducing all costs and time associated with the production, distribution, collection, and data entry of paper based forms. We look forward to simplifying the way we manage Community Education classes, enabling us to save time and improve customer satisfaction. The proposed online registration system should allow registrants the capability of registering online as well as allowing Community Education staff the ability to register people on the back end and/or make edits to their record. In addition, the software must be able to integrate with the College’s existing Ellucian’s Banner Flexible Registration and College Net's Resource 25 (R25) systems in order to import and export records and facilities information.

We are not seeking off-the-shelf software but rather a system that will be customizable to our specific needs. We are seeking a vendor that will provide technical support as needed for their system within local time zones.

This Software must support real-time integrated web registration. We want our students to be able to register for classes via the web and have their registration automatically entered in real time. Web pages (displaying course information) must be created in real time based on the most up-to date data in the course tables. This service must be able to be deployed internally or externally. (We may want to implement it on our internal institutional servers, or choose to run it externally on a hosted system).

Web registration system must allow us to customize look and feel of web site based on templates and style sheets which can be modified by our webmaster. Pages that drive the web registration component should be standard html pages (to allow us to edit to fit our style, and those pages should support CSS). Should offer on-line services for instructors include ability to view class rosters, enter grades, enter Hours/Credits completed and email students. It should also provide administrative access to internal system components, offering the administrator the ability to set web system preferences, view hit logs, and clean up system files. Web page design must allow users to determine what course information is shown on web pages and what personal information is collected from web users. It should also allow us to determine if web users are allowed to create invoices (Bill a class) or if they must pay by credit card (on a course by course basis), and allow users to determine what credit cards are accepted.

Courses must have the ability to be listed under multiple headings (to allow us to “cross-list” course under multiple categories (without having to re-create the course multiple times).

Using a common shared database, or a separate database the system must be able to offer the option of creating different web “skins” or storefronts, allowing a different look or “branding” for different departments or units within the institution.
4. **SCOPE OF SERVICES**

A. **General Software Features**

1. Software licensing must provide for a perpetual license. While our organization desires a system that has a support and maintenance plan option, we require that the license for the system be a perpetual license, and that for the initial purchase price, our organization has the option to use the software in perpetuity with no additional required fees or subscriptions.

2. System should have an integrated method for automatically sending a reminder to students whose classes are coming up within the next week.

3. System must have integrated support for managing contract classes. This should include ability to link a firm to a course, and to allow for a single billing entity for the total contract price of a class (yet also allow tracking of individual participants in the class.)

4. System must offer a method of bundling or packaging classes (to allow a student to enroll in one “parent” class and be automatically enrolled in NN number of “child” classes.)

5. Must have integrated email support. This should include email confirmation of registrations (showing fees charged and fees paid), instant emails to students, quick drop emails to an entire class, mass (broadcast) emails to all students, and ability to email class rosters to instructors. Should also have the ability to do a “one click” mass email to waitlisted students. This should be done without having to export and merge with other mail programs.

6. Must have an integrated PCI Compliant credit card payment option (allowing users to charge a student's credit card directly from the payment info screen…)

7. Credit Card Processor must be able to integrate with standard credit card processing networks including TouchNET, Authorize.net, Nelnet.

8. Should have “Dashboard” functionality (whereby a user can get an instant view of critical information, ie: Classes near full, Classes with less than minimum, and quick views of things like Total Registrations to date (by day, by week, by month, by quarter, etc), including the ability to show comparisons to last year.

9. System must support unlimited staff users. (We should not have to pay for user client licenses or per seat user charges)

10. Must have ability to specify prerequisite courses (warn user/student on the web) if a course requires a prerequisite. Also should have ability to specify a set of related courses (in the Amazon… See also related books … method..) display

11. System must have ability to hold escrow accounts for students. ( so a student who is eligible for a refund may choose to have their money stored as a credit in the system.. which can be then applied to a future course)

12. System should have the ability to Mass Enroll all students in one class into a second one. ( to simplify the process of “graduating” students from one lower sequence class into the next level of the class)

13. System should offer an attendance tracking system (where a user can indicate attendance on a specific class day, including # of hours present that day and an absence code)
14. System must provide an easy to manage system to track program/course/contract expenses per individual event/class/contract, in order to provide accurate profit/loss figures on a per class basis.

15. System must provide for a simple straightforward method for transferring students from one class to another, and for transferring registrations from one student to another. This system should allow the system user to charge a “processing” fee for the transfer.

16. System should allow for multiple payment types (cash, check, billing, Visa, Mastercard and at least four additional user definable payment types).

17. System should allow for a simple mechanism to handle multiple payments for a single registration (ie: pay part by check, bill the balance to a company).

B. Reporting System

1. Software must include a full-featured built-in report writer (that a typical user can actually use…) and one that does not require exporting data and then having to deal with the data in a third party reporting application.

2. When generating Reports for Class Nametags and/or Class Completing Certificates, system should allow user the option to de-select students who should not receive a nametag/certificate.

3. Software must be able to import and export reports easily (between other software installations).

4. Reporting system should have a comprehensive statistical reporting system: at a minimum, offering the ability to run cross tabulations of student demographic data by courses taken or any other criteria.

5. Reporting system must have a complete set of financial reports, including: Daily Income (daily deposit reports), course level revenue reports, profit and loss reports, Expense Detail reports, and Profitability ranking reports.

6. Must be able to run a batch of reports from a specific Course Record screen… without having to run queries or selects for each one.

7. Reporting system should support on-the-fly SQL commands. This would allow an end user familiar with SQL to create their own database selects. (for administrative user access)

8. Reporting system should have integrated support for generating report outputs in either PDF, RTF, EXCEL or HTML format.

9. Ability to generate reports for:
   - Mailing Labels
   - Rosters
   - Invoices
   - Receipts
   - Name Tags
   - Certificates
C. Individual User Requirements

1. Should provide a method for individual staff/administrative users to customize their data entry screens: to hide unneeded data fields and, on a user by user basis, turn fields on and off.

2. Editing names function should allow for rapid navigation through names (be able to quickly move forward and backward in the database without having to leave the edit mode.)

3. Names table should allow for multiple open entry comment fields: Including the ability to track special needs, comments, and contact history (with unlimited text entry ability).

4. Names data entry should allow for automatic fill-in of city, state, county and area codes based on zip code.

5. System must support ability to add unlimited codes to the names table (for tracking, marketing, and reporting purposes). The codes must have a date stamp (to indicate WHEN the code was added) and the date must be editable.

6. System must be able to provide for capture and reporting of external credentials: ie: able to record classes a student may have taken from other providers; to store (searchable and reportable) a history of their employment, and other ad hoc data storage needs. This special table should allow for an unlimited number of such records.

D. General System Issues

The system must include a full range of database utilities, including the following services:

- Duplicate Record identification and removal
- Ability to import data from external sources
- Ability to export data in multiple formats

System must allow for simple and ongoing CASS certification of the student database. This must have the capability to be processed from and back into an ongoing system. (users should NOT have to stop data entry while the database is being processed.

E. Vendor Support

1. Vendor must have comprehensive technical support abilities; including 800 number support line, a Customer Only web site, alternate Training options, and emergency 24-7 technical help availability.

2. Preference will be given to companies that offer live customer support, at least during normal business hours.
3. Vendor should have an established track record of user support

4. Vendor must provide data conversion services and have demonstrated the ability to import data from our current registration package.

5. Vendor must warranty the system for a minimum of one year. Vendor must offer a full (100%) refund of the software purchase price if the software does not meet specified performance and operational requirements within one year of the installation date.

5. **INSTRUCTIONS TO PROPOSERS**

   **A. Submission of Proposals**
   
   Vendors are invited to submit proposals outlining their qualifications, competence and capability to provide contracting services and related services for the District.

   The Request for Proposal is not an authorization to approach the insurance marketplace on the District's behalf. The District specifically requests that no contract, survey or solicitation of insurance markets be made on behalf of the District and that no insurance market reservation be made by or for any proposer with respect to insurance or related services to be provided by the District. Failure to comply with this request will be grounds for disqualification.

   **B. Contract Type**
   
   It is anticipated that the agreement resulting from this solicitation, if awarded, will be a firm, fixed contract for a period of (1) year, subject to satisfactory performance, commencing February 1, 2014.

   Proposers shall be prepared to accept the terms and conditions of the Agreement, including Insurance and Indemnification language (See MCCD Sample Contract Attachment). If a proposer desires to take exception to the Agreement, proposer shall provide the following information as a section of the proposal identified as Exceptions to the Agreement:

   1. Proposer shall clearly identify each proposed change to the Agreement, including all relevant attachments.

   2. Proposer shall furnish the reasons for exception, as well as specific recommendations for alternative language.

   The above factors will be taken into account in evaluating proposals. Proposals that take substantial exceptions to the Agreement or proposed compensation terms may be determined by the District, at its sole discretion, to be unacceptable and no longer considered for award.

   **C. Collusion**
   
   By submitting a proposal, each proposer represents and warrants that its proposal is genuine and not a sham or collusive, or made in the interest of, or on behalf of, any person not named therein; that the proposer has not directly or indirectly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal. (See attached Statement of Non-Collusion Form)
6. **PROPOSER'S MINIMUM QUALIFICATIONS**

A. **Qualifications of the Firm**

1. The proposer shall have at least ten (10) consecutive years of experience in California providing solution systems and contracting services to community college districts for student registration type systems, universities and/or K-12 school districts or other public entities. The firm shall have provided such services to jurisdictions whose service populations are similar in size and complexity to the District's.

2. The proposer must be legally authorized to do business in the State of California and shall meet all licensing and other requirements imposed by State and Federal laws and regulations.

3. The proposer shall have experienced management staff, possessing comprehensive knowledge of student registration & reporting systems.

4. The proposer shall have experience working with continuing education and community education within a California community college and advisory committees.

5. The proposer shall possess knowledge of applicable laws, regulations and codes and shall be familiar with local conditions and trends relating higher education for contract training, continuing education and community education in California.

7. **PROPOSAL FORMAT AND CONTENT**

A. **Format**

Proposals shall be made in the official name of the firm or individual under which the contractor's business is conducted (including the official business address). Proposals shall be prepared simply and economically, providing a straightforward, concise description of proposers' ability and expertise as an employee benefits insurance broker and consultant. Proposals shall be typed and be as brief as possible and not include any unnecessary promotional materials. Two (2) originals and thirteen (13) copies of the proposal are required.

B. **Content**

1. **Profile of Firm**: This section shall include the firm name, date established and the address of the office that would be assigned the District's account. Include a brief description of the firm's history, size, growth, philosophy and culture, number of employees and number of years in business under the same name, including specific experience with the public sector. Include a discussion on the firm's capacity and resources.

2. **Qualifications of the Firm**: This section shall include a brief description of the proposer's and any subcontractor's qualifications and summary of previous experience on similar or related projects. Provide a firm and an account team client list from the past five (5) years, including any and all public entity client accounts and a brief statement of the firm's adherence to the schedule and budget for each project. Include as account contacts individuals who may be contacted by the District for references (See References Attachment). Be sure to list contact name, organization, title, e-mail address, and telephone number for each account.
3. **Project Staffing:** The proposer is required to list the key individuals who will be assigned to the account, their qualifications and disciplines, including their resumes’ in the proposal. The proposer’s staff member who will be handling the District's account will be an important factor considered by the Review Board. This

5. **Services:** Describe the following:
   
   a. A complete description of services to be provided. Include both services outlined in this written request, as well as additional recommended services, including a description of any and all consulting services the firm will offer the District. Please specify if these services are to be provided by the firm's staff or through an affiliate of the firm.

   b. A description of technical or professional support available at no extra cost through the firm, such as legal counsel, communications, technology support or other types.

6. **Cost/Pricing Information:**

   This section shall include the proposer's price for performing the services discussed in the scope of work.

   Include a comprehensive specific description indicating how the firm would price the District's account and the estimated annual cost of the services. Indicate whether pricing is based on an annual fee, fee for service, commission or a combination of two or more. Include any and all commissions and fees that the firm would expect to receive from the existing programs for services requested herein, as well as additional services that are being recommended. Identify any split commission or joint marketing arrangements with other agents, brokers, firms or associations. With this description, please include an explanation as to how the firm would provide the District with the best price at the time of negotiations.

   The District reserves the right to review and/or audit any records of the selected broker related to commissions, fees, etc. related to the District's account.

   **Proposals in which the costs do not reflect a reasonable relationship to the work to be conducted may be viewed as failing to comprehend the requirements of the scope of work and, therefore, cause the proposal to be rejected as being nonresponsive.**

7. **Other:** Proposals shall also include:

   a. Descriptions of any affiliations or business relationships with any employee, officer, contractor or official of the District.

   b. Details of any changes in ownership that have occurred in the last three (3) years. Details of any anticipated mergers, transfers of organization or ownership, management or departure of key staff members within the next twelve (12) months.

   c. Identify and describe any parent or affiliated companies and/or joint ventures. Please discuss any potential conflict of interest with consulting/management that may occur as a result of your firm’s relationship with such affiliates and/or joint ventures.
8. **SCHEDULE**

The following table outlines the planned schedule of major activities related to the RFP distribution, response submission, evaluation and selection processes. All times referenced are in Pacific Standard Time. MARIN Community College District (MCCD) reserves the right to amend the below schedule as necessary.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date/Time</th>
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<tbody>
<tr>
<td>RFP Issued</td>
<td>December 6, 2013</td>
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<tr>
<td>Requests for Information/Written Questions</td>
<td>December 17, 2013 5:00 p.m.</td>
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<tr>
<td>Response to Questions Issued</td>
<td>December 20, 2013</td>
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<td>Proposals Due</td>
<td>January 6, 2014 3:00 p.m.</td>
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<tr>
<td>Proposal Evaluation Completed</td>
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<tr>
<td>Vendor Presentations</td>
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<td>Final Selection</td>
<td>January 23, 2014</td>
</tr>
<tr>
<td>Board Approval (If needed)</td>
<td>February, 2014</td>
</tr>
</tbody>
</table>

9. **EVALUATION AND SELECTION**

A. **Evaluation Criteria:** In addition to the degree to which the proposer responds to the specifications of this Request for Proposal, the following criteria will be used to, but may not be limited to, evaluate proposals:

1. **Capacity to Perform (Section 4- A,B,C,D &E -Scope of Services within proposal) - 40 points**

2. **Pricing – (Section 7.B.6)- 30 points:** Reasonablness of the total price and competitiveness of this amount with other offers received; adequacy of data in support of figures quoted; reasonablness of individual task budgets; and basis on which prices are quoted.

3. **Qualification of the firm - 10 Points:**

4. **Presentation – 15 points**

5. **References – 5 points**

B. **Evaluation Procedure**

An Evaluation Committee made up of District staff, will review the proposals submitted and establish a list of finalists based on the evaluation criteria referenced above. The names of the Evaluation Committee will not be revealed prior to the bid closing. The individual or composite rating and evaluation forms prepared by the Evaluation Committee will not be revealed.

The Evaluation Committee will request proposers to make an oral presentation. The presentation shall serve to confirm proposal representations, provide supplemental information and provide the District the opportunity to meet and assess the proposed account team members. Proposals will be scheduled for the middle of January, 2014 and will be held at the Indian Valley Campus in building 9 room 101, main conference room. Selected proposers will be given one week notice and must be available during this time.
The District reserves the right to select the firm which, in the District's opinion, will provide the most responsive and responsible services. The District is not bound to award the contract based solely on the lowest bid submitted.

NOTE: During the RFP process there shall be no contact with any employees or staff at MCCD regarding this RFP. All questions or concerns related to this RFP should be directed to district purchasing at the following: david.erlenheim@marin.edu or buyer@marin.edu

C. Award

When the Evaluation Committee has completed its work, negotiations may be conducted for the extent of services to be rendered and for the method of compensation. Because the District may award without conducting negotiations, the proposal submitted shall contain the proposer's most favorable terms and conditions.

Award will be contingent upon completion of a satisfactory contractual arrangement between the selected firm and the District. If satisfactory contract terms cannot be agreed upon, another firm will be contacted. Unsuccessful candidates will be notified following successful completion of contract negotiations and approval of contract by the District Board of Trustees.

In the performance of the terms of any agreement resulting from this proposal, contractor or vendor agrees that he/she will not engage in, nor permit, such subcontractors, where applicable, as he/she may employ, from engaging in discrimination in employment or persons because of race, color, religion, national origin or ancestry, age, sex, familial status, sexual orientation or disability of such persons. (See attached Certificate of Non-Discrimination Form)

No assignment by a selected broker of a resultant agreement, or any part thereof, or of funds to be received there from, will be recognized by the District unless such assignment has had prior written approval and consent of the District. The District will specifically be contracting for the services of the individuals in the firm making the proposal and the qualifications of those individuals will be a material inducement for the award of contract.
BID FORM

Pricing as outlined in section 7B.8:

I/We agree to furnish the services for the prices listed in this Bid Proposal, and if we are the successful firm, will hold these prices firm through delivery.

Bid submitted by:

Signature __________________________ Date ____________

Print Name __________________________

Print Title __________________________

Company Name __________________________

Address __________________________

E-mail Address __________________________

Website Address __________________________

Telephone Number __________________________ FAX Number __________________________
MARIN COMMUNITY COLLEGE DISTRICT

BIDDER’S REFERENCES

Provide a list of three California Community College Districts, any California K12 District, any California College, or any California Public Institution for whom the firm has provided the type of services outlined in this RFP.

Preference will be given to references in the following order; California Community College Districts, any California K12 District, any California College, or any California Public Institution. (Responses to reference checks will be considered in the award of the bid proposal.)

1. Customer name, address, telephone number, and fax number.

2. Customer contact person name, title, telephone number, and e-mail address.
As suppliers of goods or services to the MARIN Community College District, the firm listed below certifies that it does not discriminate in its employment on the basis of legally protected categories which include ethic group identification, race, color, language, accent, immigration status, ancestry, national origin, age, sex or gender, gender identity, religion, sexual orientation, marital status, medical condition, veteran status, physical or mental disability, or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics; that it is in compliance with all Federal, State, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to demonstrate positively and aggressively the principal of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for disadvantaged persons at all job levels.

2. To communicate this policy to all persons concerned, including company employees, outside recruiting services, especially those serving disadvantaged communities and to the disadvantage communities at large.

3. To take affirmative steps to hire minority employees within the company.

Signature & Date_____________________________________________________________

Print Name & Title____________________________________________________________
BIDDER BUSINESS STRUCTURE

Each bid must give the full business address of the bidder and must be signed by the bidder with his or her usual signature.

1. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters.

2. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the President, Secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by MCCD, satisfactory evidence of the authority of the Officer signing on behalf of the corporation shall be furnished.

3. No bid is valid unless signed by the person authorized to execute bids on behalf of the firm.

A bidder's failure to properly sign required forms may result in rejection of the bid.

Please print or type the following information:

A. Nature of firm (sole proprietorship, partnership, corporation):

B. Corporation organized under the laws of the State of:

C. Names and titles of individual members of the sole proprietorship, partnership, corporation:

Signature & Date__________________________________________________________

Print Name & Title__________________________________________________________
MARIN Community College District, in compliance with California Code of Regulations Section 59500 et.seq., requests your response to the following questionnaire. Using the following criteria, please determine the classification under which your business qualifies and indicate if your business obtains at least 50% of its materials or services from suppliers or subcontractors meeting those definitions.

SBE - SMALL BUSINESS ENTERPRISE Generally, unless your firm is in an industry with a special size standard, it is considered a small business enterprise if it has (a) fewer than 500 employees and (b) for general construction and services industries, average annual receipts for three preceding fiscal years less than $2 million.

MBE - MINORITY BUSINESS ENTERPRISE A minority business enterprise is a business concern which is at least 51% owned by one or more minorities (Native American, African American, Asian/Pacific American or Hispanic American). A publicly owned corporation qualified if at least 51% of the stock is owned by one or more minorities. Management and daily business operations must be controlled by one or more such individuals with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm or other business.

WBE - WOMEN OWNED BUSINESS ENTERPRISE A women owned business enterprise is a business concern which is at least 51% owned by women. A publicly owned corporation qualified if at least 51% of the stock is owned by women. Management and daily business operations must be controlled by one or more such individuals with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm or other business.

DVBE - DISABLED VETERANS BUSINESS ENTERPRISE A Disabled veterans business enterprise is a business concern which is at least 51% owned by disabled veterans. A publicly owned corporation qualified if at least 51% of the stock is owned by disabled veterans. Management and daily business operations must be controlled by one or more such individuals with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm or other business. The office of Small and Minority Business defines "disabled veteran" as a veteran of the military, naval or air service or the United States with a service-connected disability who is a resident of the State of California. To qualify as a veteran with a "service-connected disability", the person must be currently declared by the United States Department of Veteran Affairs to be 10% or more disabled as a result of service in the armed forces.

PLEASE CHECK ONE IN EACH LISTING AS FOLLOWS

<table>
<thead>
<tr>
<th>BUSINESS STRUCTURE</th>
<th>BUSINESS CATEGORY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sole Proprietorship</td>
<td>SBE - Small Business Enterprise</td>
</tr>
<tr>
<td>Partnership</td>
<td>MBE - Minority Business Enterprise</td>
</tr>
<tr>
<td>Corporation</td>
<td>WBE - Women Owned Business Enterprise</td>
</tr>
<tr>
<td></td>
<td>DVBE - Disabled Veterans Business Enterprise</td>
</tr>
</tbody>
</table>

OWNED AND MANAGED BY

- % Caucasian/White American
- % African American
- % Hispanic American
- % Asian/Pacific American
- % Native American (Native Americans include: American Indians, Eskimos, Aleuts and Native Hawaiians)

SUPPLIERS/SUBCONTRACTORS THAT PROVIDE AT LEAST 50% OF LABOR/MATERIALS ARE

- SBE - Small Business Enterprise
- MBE - Minority Business Enterprise
- WBE - Women Owned Business Enterprise
- DVBE - Disabled Veterans Business Enterprise

I am authorized to execute this certification on behalf of this business enterprise:

Signature & Date:____________________________________________________________

Print Name & Title:____________________________________________________________
I, ____________________________________________, ______________________________________
(name) (title)
of __________________________________________________________ hereby certify:

That all statements of fact in this proposal are true.

That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That such proposal is genuine and not collusive or sham;

That said bidder has not, directly or indirectly, by agreement, communication, or conference with any, attempted to induce action prejudicial to the interest of the MARIN Community College District, or of any other bidder or anyone else interested in the proposed contract; and further

That prior to the public opening and reading of proposals, said bidder:

A. Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;

B. Did not directly or indirectly, collude, conspire, connive, or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposal;

C. Did not, in any manner, directly or indirectly, seek by agreement, communication, or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or raise or fix any overhead, profit, or cost element of his proposal price, or of that of anyone else;

D. Did not, directly or indirectly, submit his proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the MARIN Community College District, or to any person or persons who have a partnership or other financial interest with said bidder in his business.

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

Signature & Date: _____________________________________________________________

Print Name & Title: ___________________________________________________________
# Request for Taxpayer Identification Number and Certification

**Part I**

- **Taxpayer Identification Number (TIN)**
  
  Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see "How to get a TIN" on page 3.

- **Note:** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II**

- **Certification**
  
  Under penalties of perjury, I certify that:
  1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
  2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends on your tax return. For real estate transactions, see instructions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Signature**

- **Signature of U.S. person**
- **Date**

**Purpose of Form**

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:
- The U.S. owner of a disregarded entity and not the entity,
MCCD Sample Contract

MARIN COMMUNITY COLLEGE DISTRICT

AGREEMENT WITH AN INDEPENDENT CONTRACTOR

Agreement is entered into this ___ day of ___ 20___ by and between MARIN COMMUNITY COLLEGE DISTRICT (referred to as District) and ____ (referred to as Contractor).

Contract documents under this agreement consist of this four-page description of conditions and the nature of services to be provided, accompanied by authorized signatures of the parties and any other attached specifications, drawings, specific or general conditions, or attachments intended to be included in the Agreement.

1. General Conditions

   a) Relationship of the Parties:

      It is understood that this is an agreement by and between Contractor and District and is not intended to, and shall not be construed to, create the relationship of agent, employee, partnership, joint venture or association, or any other relationship whatsoever.

   b) Indemnification:

      Contractor shall indemnify, defend and hold the District, its Board of Trustees, officers, agents, and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney’s fees and costs, incurred in connection with or in any manner arising out of Contractor’s performance of the work contemplated by this Agreement.

   c) Insurance

      Acceptance of this agreement constitutes that Contractor is not covered under District’s general liability insurance and that Contractor agrees, during the term of this Agreement, to maintain, at the Contractor’s sole expense, all necessary insurance for its officers, agents, and employees, including but not limited to worker’s compensation, liability, disability, and unemployment insurance. Certificates of insurance shall be provided to District on request, naming District as additional insured.

   d) Nonassignability:

      Contractor shall not assign performance under this Agreement or any portion thereof to a third party without the prior written consent of District. Any attempted assignment without such prior written consent in violation of this section shall automatically terminate this Agreement.

   e) Copyright

      Contractor hereby acknowledges that any work product belongs to District and that any intellectual property, copyright, patent, trademark, or service mark created, developed, or produced pursuant to this agreement shall be work for hire and all rights, title, and interest in it shall belong to District unless otherwise agreed to by District in writing. Consultant shall refrain from disclosing any versions of the work product, plans, and specifications to any third party without first obtaining written permission of District. Contractor performing copyrighted musical or literary works is responsible for securing the necessary permission or pay any royalties or fees required to perform such works.
2. **Equipment and Facilities**

Contractor will provide all necessary equipment and facilities to render Contractor services pursuant to this Agreement unless the parties to this Agreement specifically agree in writing that said equipment and facilities will be provided in a different manner.

3. **Employment of Additional Workers by Contractor**

Contractor will not be prohibited from employing additional workers or subcontractors necessary for the completion of this Agreement. However, these individuals must be fully qualified to complete their assigned tasks and shall not be employees of the District. The provisions of this Agreement are applicable to such Contractor’s employees and/or subcontractors as they are to the Contractor. District will be promptly notified in writing of any and all subcontracting under this Agreement and reserves the right to disapprove any subcontractor.

4. **Attorney Fees**

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

5. **Governing Law**

The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the State of California.

6. **Contact with Students**

Contractor certifies that no employee or agent who has a record of conviction for a serious or violent felony will be assigned to perform services under this Agreement which permit or require them to come in contact with students unless District first receives notice from Contractor and District grants written permission under defined conditions.

7. **Withholding**

District shall not withhold or set aside any money on behalf of the Contractor for federal income tax, state income tax, social security tax, unemployment insurance, disability insurance or any other federal or state fund whatsoever. It shall be the sole responsibility of Contractor to account for all of the above. The provisions of this section shall not apply if it is determined by District that payment must be made through Payroll in compliance with IRS guidelines.

8. **Changes or Alterations**

This Agreement may be modified or amended at any time by written mutual agreement of the parties. No changes, alterations or variations of any kind to this agreement are authorized without the written consent of the District. Only the District Chancellor, Vice Chancellor of Administrative Services, or a college president, within their authority, as defined by District procedures, may authorize extra and/or changed work. The parties expressly recognize that other district personnel are without authorization to either order extra and/or changed work or waive contract requirements, and the Contractor, after any unauthorized extra work, shall be entitled to no compensation whatsoever for the performance of such work.

MCCD Sample Contract
9. Termination

District may terminate this Agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the convenants herein contained at the time and in the manner herein provided. In the event of such termination, District may proceed with the work in any manner deemed proper by District. The cost to District shall be deducted from any sum due Contractor under this Agreement, and the balance, if any, shall be paid Contractor on demand.

10. Severability

In the event any portion of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

11. Contractor Information:

Contractor Name: ________________________________________________
Mailing Address: ________________________________________________
Business Phone: _______ Fax:___________ Home Phone: ____________
E-mail: __________________________________________________________
Contractor is Sole Proprietor:  Yes ☐  No ☐
Social Security Number or Federal Tax ID Number: ______________________
*Contractor must provide a W-9
Are you a current or former employee of the District?    Yes ☐ No ☐
   If yes, date last worked __________________________________________
Are you related to any employee(s) of the District?    Yes ☐ No ☐
   If yes, please identify the individual(s) ________________________________

12. Payment: Total cost of this Agreement will not exceed $__________________
   a) Fixed fee to be paid for all described services $______________________
   b) Other billing rate $________________ per __________________ (hour, day, etc.)
   c) If Contractor is to be reimbursed for expenses, state maximum amount to be paid in addition to contract fee above $___________________________.
      Note: Travel and other expenses must be reimbursed in conformance with rates applicable to District employees.

13. District obligations other than payment, if any:

________________________________________________________________________

14. Payment Terms: Unless specified otherwise in this section, payment terms are Net 30 days, computed either from the date of delivery and acceptance of the contract services or from the date of receipt of correct and proper invoices prepared in accordance with the terms of this Agreement, whichever date is later. Invoices should be sent to the District contract originator for approval and forwarding to Accounting.

________________________________________________________________________

MCCD Sample Contract
15. **Other Conditions:**

a) Payments to Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required by law.

b) Except for projects of $1,000 or less, if Contractor provides public project services (such as carpet laying or building alteration, demolition or repair), Contractor shall pay all workers under this Agreement the prevailing wage pursuant to California Labor Code, Sections 1770 through 1777.7.

16. **Description of Services to be Rendered:** (attach additional detail as necessary)

17. **The Term of this Agreement** shall be from ____ to ____ , subject to the provisions of section 9.

18. **Signatures:**

   Contractor
   
   By: ___________________________ Date: ___________________________
   Contractor Name (please print)

   Marin Community College District
   
   By: ___________________________ Date: ___________________________
   College/District Official Signature

   College/District Official Name (please print)

---

**Required Information:** (completed by initiator of contract – not contractor)

Contract Originator: ___________________________
Manager Approvals: (as necessary) ___________________________
Budget Account: ___________________________
Purchase Requisition Number: ___________________________

If the amount of the agreement is over $750, a fully executed copy must be forwarded to Purchasing. If the amount of the agreement is under $750, a fully executed copy must be forwarded to Accounting.