

YOSEMITE COMMUNITY COLLEGE DISTRICT

SERVING

MODESTO JUNIOR COLLEGE - COLUMBIA COLLEGE



MODIFICATION TO
Child Development Training Consortium (CDTC)

Request for Proposal (RFP)
12-1673

Early Childhood Educator (ECE)
Competencies Web Based Application

Published: November 17, 2011

Responses Due: Friday, December 16, 2011 4:00PM

MODIFICATION 2

This modification to the RFP allows for participation in the webinar by viewing the recorded webinar and makes other minor modifications. **The changes are highlighted in yellow.** If you have any questions or concerns please contact the Purchasing Office. All other terms of the RFP remain unchanged.

The corrected RFP follows this page.

MODIFICATION 1

This modification to the RFP corrects a disagreement in the RFP where there were two dates listed for the pre-bid webinar. The pre bid webinar is on November 30th, 2011 at noon. If you have any questions or concerns please contact the Purchasing Office. All other terms of the RFP remain unchanged.

The corrected RFP follows this page.

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You are invited to submit a proposal for the **design and** implementation of a Web based Application that will meet the criteria outlined in this Request for Proposal (RFP).

The information and specification in this document are intended to be used as a guide by proposers in developing their proposals for the development of the Web based application for the Yosemite Community College District (YCCD), California.

Project Title: Early Childhood Educator (ECE) Competencies Web Based Application Program

1. BACKGROUND AND PROJECT OVERVIEW

The Web based application is a component of the Competencies Integration Project (CIP). The CIP is administered by an ancillary department at YCCD, the Child Development Training Consortium (CDTC) through a California Department of Education, Child Development Division contract. The project is facilitated by the CIP Steering Committee comprised of twelve child development faculty from California State **Universities** and California Community Colleges. Refer to the CIP Web page for more information and project details at <https://www.childdevelopment.org/cs/cip/print/htdocs/cip/home.htm>.

The main objective of the CIP is to develop a tool that will link the new California Early Childhood Educator Competencies and measurable learning outcomes produced by professional development activities (trainings) and higher education coursework. In an effort to complete the process of using the mapping tool, CIP is seeking a software developer to create a user friendly, Web based application.

The Web based application program will be used by hundreds of individuals at approximately 400 agencies, and will contain over 1,000 records. The goal is to have a sophisticated application that will manage data that link competencies to coursework and professional development activities/trainings, and that provides functionality to include search capability and reporting.

2. ADMINISTRATIVE INFORMATION

- A. ISSUING OFFICE: This Request for Proposal (RFP) is issued for the Yosemite Community College District (District), Child Development Training Consortium by the Purchasing Department for the benefit of the Yosemite Community College District Board of Trustees. The Purchasing Department is the SOLE point of contact concerning this RFP. All communication must be done through the Purchasing Department (hereafter referred to as DOP).
- B. OFFICIAL MEANS OF COMMUNICATION: During the solicitation process for this RFP, all official Communication between the DOP and offerors will be via postings on the YCCD [bid result web site](#) or at the pre-bid webinar. DOP will post notices, which will include, but not be limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the apparent winning offeror. It is incumbent upon offerors to carefully and regularly monitor this site for any such postings.

- C. PURPOSE: This RFP provides prospective offerors with sufficient information to enable them to prepare and submit proposals for consideration by the Purchasing Department to satisfy the need for expert assistance in the completion of the goals of this RFP.
- D. SCOPE: This RFP contains the instructions governing the proposal to be submitted and the material to be included therein; mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each proposal.
- E. SCHEDULE OF ACTIVITIES
- | | DATE |
|--|--------------------------------------|
| 1. RFP published | Nov. 17, 2011 |
| 2. Mandatory Pre-Bid Webinar
(May fulfill this by participating in recorded event) | November 30 th NOON, 2011 |
| 3. Deadline to submit questions | Dec. 8, 2011 2:00PM |
| 4. YCCD Response to question | Dec 12, 2011 |
| 5. Proposal Due Date | Dec 16, 2011 4:00PM |
| 6. RFP Award Notice
Proposal Due Date | As soon as possible after |
| 7. Contract Completion
RFP award notice | As soon as possible after |
- F. INQUIRIES: Offerors may make written or fax inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Send all inquiries to:

Attn: John C. Kane
 Director of Purchasing
 Yosemite Community College District
 2201 Blue Gum Avenue
 Modesto, CA 95352
 RFP No. 12-1673

Fax: 209-575-6516 or kanej@yosemite.edu

Response to any offeror's inquiries will be published as a modification on BIDS in a timely manner. Responses to inquiries may also be made verbally and/or in writing at a pre-proposal conference. Offerors should not rely on any other statements that alter any specification or other term or condition of the RFP.

- G. MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn by the offeror prior to the established due date and time.
- H. PROPOSAL SUBMISSION: Proposals must be received on or before the date and time indicated in the Schedule of Activities. Late proposals will not be accepted. It is the responsibility of the offeror to ensure that the proposal is received by the District Purchasing Office on or before the proposal opening date and time. Offerors mailing their proposals are advised to allow sufficient mail delivery time to ensure receipt of their proposals by the time specified. The proposal package shall be delivered or sent by mail to:

Attn: John C. Kane
 Director of Purchasing
 Yosemite Community College District
 2201 Blue Gum Avenue

Modesto, CA 95352

RFP No. 12-1673

Proposals must be submitted and sealed in a package showing the following information on an envelope attached to the package:

OFFEROR'S NAME

RFP No.

PROPOSAL DUE DATE AND TIME:

The Vendor Signature Form **MUST** be signed in ink by the offeror or an officer of the offeror who is legally authorized to bind the offeror to the proposal. The signed Vendor Signature form is to be included with the proposal that is marked as ORIGINAL. Proposals, which are determined to be at a variance with this requirement, may not be accepted. Offerors are advised that the District desires and encourages that proposals prepared in response to this RFP be submitted on recycled paper, and that all three (3) copies be printed on both sides of paper. While the appearance of proposals is important, and professionalism in proposal presentation should not be neglected, the use of nonrecycled or nonrecycled glossy materials is discouraged.

- I. **ADDENDUM OR SUPPLEMENT TO REQUEST FOR PROPOSAL:** In the event that it becomes necessary to revise any part of this RFP prior to the pre-bid webinar, an addendum notice will be posted in the same manner that the original RFP. In the event that it becomes necessary to revise any part of this RFP after the pre-bid webinar only those vendors who attended the webinar will be provided notice of the change.
- J. **ORAL PRESENTATIONS/SITE VISITS:** Offerors who are deemed most qualified, after initial evaluation, may be asked to make oral presentations and/or to make their facilities available for a site inspection by the evaluation committee. Such presentations and/or site visits will be at the offeror's expense.
- K. **ACCEPTANCE OF RFP TERMS:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated by the signature of the offeror, or an officer of the offeror legally authorized to execute contractual obligations. A submission in response to this RFP acknowledges acceptance by the offeror of all terms and conditions including compensation, as set forth herein. An offeror shall identify clearly and thoroughly any variations between its proposal and the District's RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- L. **PROTESTED SOLICITATIONS AND AWARDS:** Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the District Purchasing Director. The protest shall be submitted in writing within seven working days after such aggrieved person knows, or should have known, of the facts giving rise thereto. With regard to the emphasized language above, it is important for offerors to note that a challenge to the solicitation's requirements or specifications must be made within five (5) business days of when the protestable item is known. In other words, if you believe that the

solicitation contains a requirement you want to protest and or notice of intent to protest must be submitted within the five (5) day time period, even if that means it is filed during the time the solicitation is still open. As noted in paragraph B above and paragraph Q below, announcement of the apparent winning offeror will be made via a posting on the DOP's [bid award web page](#). The requirement for timely submission of any protest (5 business days) will begin on the first working day following posting of the award notice on the YCCD bid [results web page](#).

- M. CONFIDENTIAL/PROPRIETARY INFORMATION: Any restrictions of the use or inspection of material contained within the proposal shall be clearly stated in the proposal itself. Written requests for confidentiality shall be submitted, by the offeror with the proposal. The offeror must state specifically what elements of the proposal are to be considered confidential/proprietary. Confidential/proprietary information must be readily identified, marked and separately packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal its entirety, nor proposal price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential. The District Purchasing Office will make a written determination as to the apparent validity of any request for confidentiality. In the event the Purchasing Department does not concur with the offeror's request for confidentiality, the written determination will be sent to the offeror.
- N. RFP RESPONSE MATERIAL OWNERSHIP: The District has the right to retain the original proposal and other RFP response materials for our files. As such, the District may retain or dispose of all copies as is lawfully deemed appropriate. Proposal materials may be reviewed by any person after the "Notice of Intent to Make an Award" letter(s) has/have been issued. The District has the right to use any or all information/material presented in reply to the RFP, subject to limitations outlined in the clause, Proprietary/Confidential Information. Offeror expressly agrees that the District may use the materials for all lawful District purposes, including the right to reproduce copies of the material submitted for purposes of evaluation, and to make the information available to the public in accordance with the provisions of the Public Records Act.
- O. PROPOSAL PRICES: Estimated proposal prices are not acceptable. Proposal prices will be considered to be your best and final offer, unless otherwise stated in the RFP. The proposal price will be considered in determining the apparent successful offeror.
- P. DISCUSSION WITH RESPONSIBLE OFFERORS AND REVISIONS TO PROPOSAL: Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award; for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirement. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting

discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

- Q. SELECTION OF PROPOSAL: As described within the RFP, an Evaluation Committee will review and score offers submitted and make a recommendation for award. The selection will be for award to the responsible offeror whose proposal is determined to be most advantageous to the District. The Department of Purchasing, after review and approval of the evaluation committee's written recommendation, will notify all offerors via a posting on the District's [bid award web page](#) of the results of the RFP evaluation. The posting will be an announcement of the "Notice of Intent to Make an Award" which will name the apparent successful offeror.
- R. AWARD OF CONTRACT: The award will be made to that offeror whose proposal, conforming to the RFP, will be the most advantageous to the District, price and other factors considered. A contract must be completed and signed by all parties concerned. In the event the parties are unable to enter into a contract, the District may elect to cancel the "Notice of Intent to Make an Award" letter and make the award to the next most responsible offeror.
- S. ACCEPTANCE OF PROPOSAL CONTENT: The contents of the proposal (including persons specified to implement the project) of the successful offeror will become contractual obligations if acquisition action ensues. Failure of the successful offeror to accept these obligations in a contract, purchase order, or similar authorized acquisition document may result in cancellation of the award and such offeror may be removed from future solicitations.
- T. STANDARD CONTRACT: The District will incorporate standard State of California contract provisions and other provisions noted in this RFP into any contract resulting from this RFP.
- U. RFP CANCELLATION: The District reserves the right to cancel this Request for Proposal at any time, without penalty.
- V. DISTRICT OWNERSHIP OF CONTRACT PRODUCTS/SERVICES: Proposals, upon established opening time, become the property of the Yosemite Community College District. All products/services produced in response to the contract resulting from this RFP will be the sole property of the District unless otherwise noted in the RFP. The contents of the successful offeror's proposal will become contractual obligations.
- W. INCURRING COSTS: The District is not liable for any cost incurred by offerors prior to issuance of a legally executed contract, purchase order, or other authorized acquisition document. No property interest, of any nature shall accrue until a contract is awarded and signed by all concerned parties.
- X. MINORITY PARTICIPATION: It is the District's intent to achieve State and Federal goals regarding small, veteran, minority/woman-owned businesses. Offerors are reminded it is illegal to discriminate.
- Y. NON-DISCRIMINATION: The offeror shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

- Z. REJECTION OF PROPOSALS: The District reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items proposed if deemed in the best interest of the Yosemite Community College District.
- AA.PARENT COMPANY: If an offeror is owned or controlled by a parent company, the main office address and parent company's tax identification number shall be provided in the proposal. The tax identification number provided must be that of the offeror responding to the RFP.
- BB.NEWS RELEASES: News releases pertaining to this RFP shall NOT be made prior to execution of the contract without prior written approval by the District.
- CC. CONTRACT CANCELLATION: The District reserves the right to cancel, for cause, any contract resulting from this RFP by providing timely written notice to the contractor.
- DD. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:
1. By submission of this proposal, each offeror, and in the case of a joint proposal, each party thereto, certified as to its own organization, that, in connection with this procurement:
 - i. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - ii. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and
 - iii. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
 2. Each person signing the Invitation for Bid form of this proposal certified that:
 - i. He is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to DD. 1. i through DD. 1. iii. above; or
 - ii. He is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to DD. 1. i. through DD. 1. iii. above, and as their agent does hereby so certify; and he has not participated, and will not participate, in any action contrary to DD. 1. i. through DD. 1. iii. above.
 3. A proposal will not be considered for award where DD. 1. i., or DD. 2. above has been deleted or modified. Where DD. 1. ii. above has been deleted or modified, the proposal will not be considered for award unless the offeror

furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

4. CONFLICTS OF INTEREST: The holding of public office or employment is a public trust. A public officer or employee whose conduct departs from his fiduciary duty is liable to the people of the State. Rules of conduct for public officers and state employees:
 - i. Proof beyond a reasonable doubt of commission of any act enumerated in this section is proof that the actor has breached his fiduciary duty.
 - ii. A public officer or a state employee shall not:
 1. Engage in a substantial financial transaction for his private business purposes with a person whom he inspects, regulates, or supervises in the course of his official duties;
 2. Assist any person for a fee or other compensation in obtaining any contract, claim, license, or other economic benefit from his agency;
 3. Assist any person for a contingent fee in obtaining any contract, claim, license, or other economic benefit from any state agency; or,
 4. Perform an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he either has a substantial financial interest or is engaged as counsel, consultant, representative, or agent.
 - iii. A head of a principal department or a member of a quasi-judicial or rule-making agency may perform an official act notwithstanding paragraph (4) of subsection (ii.) of this section if his participation is necessary to the administration of a statute and if he complies with voluntary disclosure procedures.
 - iv. Paragraph (4.) of subsection (ii.) of this section does not apply to a member of a board, commission, council, or committee if he complies with the voluntary disclosure procedures and if he is not a full-time state employee.

EE. TAXES: The District, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code Registration No. 52-1566989). Seller is hereby notified that when materials are purchased in certain political subdivisions the seller may be required to pay sales tax even though the ultimate product or service is provided to the State of California. This sales tax will not be reimbursed by the District.

FF. ASSIGNMENT AND DELEGATION: Except for assignment of antitrust claims, neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

GG. AVAILABILITY OF FUNDS: Financial obligations of the District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the District.

HH. INSURANCE: The contractor shall procure, at its own expense, and maintain for the duration of the work, the following insurance coverages; the District shall be issued certificates as an additional insured.

1. Standard Workers' Compensation and Employers' Liability as required by State statute including occupational disease, covering all employees on or off the work site, acting within the course and scope of their employment.
2. Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - i. \$1,000,000 each occurrence;
 - ii. \$2,000,000 general aggregate;
 - iii. \$2,000,000 products and completed operations aggregate;
 - iv. \$50,000 any one fire; and
 - v. Per Project general Aggregate Limit

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the District a certificate or other document satisfactory to the District showing compliance with this provision.

3. Automobile Liability Insurance covering any auto (including owned, hired, and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.
4. Professional liability insurance with minimum limits of liability of not less than \$1,000,000 may be required for certain contracts.
5. Other insurance as may be required by law, or in a specific solicitation. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the District.
6. The Yosemite Community College District shall be named as an additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required of the contract will be primary over any insurance or self-insurance program carried by the Yosemite Community College District.
7. Insurance shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to the District by certified mail.
8. Contractor will require all insurance policies in any way related to the contract and secured and maintained by the contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise,

against the Yosemite Community College District or the State of California, its agencies, institutions, organizations, officers, agents, employees and volunteers.

9. Contractor shall provide certificates showing insurance coverage required by this contract to the District within 7 business days of the effective date of the contract, but in no event later than the commencement of the services or delivery of the goods under the contract. No later than 15 days prior to the expiration date of any such coverage, the contractor shall deliver to the District certificates of insurance evidencing renewals thereof. At any time during the term of the contract, the District may request in writing, and the contractor shall thereupon within 10 days supply to the District, evidence satisfactory to the District of compliance with the provisions of this section. Certificate/s of adequate insurance coverage and endorsement/s of additional insured coverage. Copies of the insurance certificate can be faxed and should be followed by the hard copy of the certificate being mailed to the District's Purchasing Office. The Additional Insured portion should read as follows:

Director of Purchasing
Yosemite Community College District
2201 Blue Gum Avenue
Modesto, CA 95352

- II. INDEPENDENT CONTRACTOR CLAUSE: All personal service contracts must contain the following clause: "THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE DISTRICT OR THE STATE OF CALIFORNIA. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX WITHHOLDING, SHALL PROVIDE AND KEEP IN FORCE WORKER'S COMPENSATION (AND SHOW PROOF OF SUCH INSURANCE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS."
- JJ. INDEMNIFICATION: To the extent authorized by law, the contractor shall indemnify, save and hold harmless the District, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the contractor or its employees, agents, subcontractors, or assignees pursuant to the terms of the contract resulting from this RFP.
- KK.VENUE: The laws of the State of California, U.S.A. shall govern in connection with the formation, performance and the legal enforcement of any resulting contract.
- LL. EVALUATION CRITERIA: The District shall assign an evaluation committee to rate the RFP's in accordance with the criteria listed below:
 1. Quality and completeness of proposal.

2. Intent and ability to meet all project timelines.
3. Proposal meets and enhances Competencies Integration Project goals
4. Background and experience of the company.
5. Background and experience of those assigned to the project
6. Price/Cost
7. Reporting features
8. Ease of use of proposed application system
9. Wide spread use and acceptance of proposed language code used in the application system.
10. Ease of use of existing systems of a similar nature.

PLEASE NOTE: It is the CONTRACTOR'S responsibility to purchase parking permits when performing work on the Yosemite Community College District, Modesto Junior College or Columbia Junior College campuses. They can be obtained by contacting Yosemite Community College District Parking Services

3. SCOPE of WORK

- A. Project Timeline:** (schedule is flexible excluding end date – product (Web based Application) must be developed in its final configuration **by May 31, 2013**)

CIP Project Timeline (Schedule)	
Phase 1	Activity – Input Component and Procedures
January 2012	Sign agreement with programmer/program company Begin work with company to develop Input component of the Application
Februaruy 2012	Finish draft of Input component of the Application
March 2012	Beta Test Application with Steering Committee
March 2012	Work with Steering Committee to analyze Beta test process and outcomes; work with faculty consultant to make revisions to program
March/April 2012	Steering Committee continues to pilot test Application and process among stakeholders Define process to develop online procedures for the Application
June 2012	Revise tool (application) as needed based on the outcomes from the pilot

Phase 2	Activity – Output Component, Procedures, Reporting
May/August 2012	Begin work to develop Output component of the Application
September/October 2012	Beta Test Application Output Component with Steering Committee
November 2012	Work with Steering Committee to analyze Beta test process and outcomes; work with faculty consultant to make revisions to program
December/January 2012/2013	Pilot test Application and process among stakeholders (Institutes of Higher Education and Professional Development Providers) Begin to develop online procedures for the Application Output Component; combine Input and Output procedures to produce online instructions manual
February/March 2013	Develop Reporting and other functionality of both components, Input and Output
April 2013	Field Test all components of the Application
May 2013	Complete Application and develop schedule for ongoing maintenace and hosting (in the event Contractor Hosts the application)

Although the full scope of work shall be negotiated in the professional services agreement/contract, the CONTRACTOR shall, at a minimum, have the ability, experience, and staff to successfully accomplish the design and complete the programming for a Web based application that is user friendly and has been tested by the CIP Steering Committee and stakeholders.

1. Provide training to the CIP Steering Committee, California Department of Education, Child Development Division staff, and CDTC staff.
2. Obtain and preserve for the benefit of CIP warranties on materials and intellectual property incorporated into the Work.
3. Develop an online instruction guide and help system for the end user and administrators of the Web based application.
4. Work in collaboration with a CIP faculty consultant to develop the mapping tool.
5. Respond to test phases in the project that may require the tool be revised until the final product is developed.

6. Create detailed Application Specifications including data dictionary, sample data entry forms, and instructions.

Application Design: Application will need to be developed to allow end users to enter and update data related to professional development activity and coursework and the California Early Childhood Educator Competencies

<http://www.cde.ca.gov/sp/cd/re/documents/ececompetencies2011.pdf>.

This will include the topic area, program area, competency area by the four contexts. Note that a procedure will need to be developed to evaluate the amount of time devoted to each competency.

The end users will access the application through the internet. The end users will include child development faculty from institutions of higher education including both California Community Colleges and California State Universities, and providers of professional development activities and trainings.

The application will include:

- A data entry system that:
 - Includes data entry forms for entering and updating professional development activity and coursework information. Each activity or course will be associated with multiple competency topics specified in the California Early Childhood Educator Competencies matrix. Topics will be chosen by Context and Performance Area and will be entered using a numeric system to indicate the level of intensity/focus for each selected topic. Refer to the link below to obtain information about the California Early Childhood Educator Competencies.
<http://www.cde.ca.gov/sp/cd/re/documents/ececompetencies2011.pdf>
 - Provides guided data entry that will suggest topics based on what the user enters as the course/activity name.
 - Includes online help and samples/descriptions for each Topic, Context and Performance Area.
- An interface that will allow users to create customizable reports and analyze data. In addition to printable reports, the reporting interface should allow end users to export reports to Excel or PDF.
- An administrative interface that will allow administrators to perform tasks such as setting up user accounts and viewing and modifying data from all organizations.
- A security system with a multiple account types. At the lowest level, end users will only be able to enter, view and report on data related to their own organization. End users should be able to grant and revoke reporting privileges to view and report on their own data to other organizations.

The application will, at a minimum, include the following fields:

- Agency/Organization Information
 - Name of Agency
 - Name of Department/Division
 - Name of person completing
 - Contact information of person completing
 - Type of Institution

- Geographic Region probably by zip code
- Date of completion
- Course/Professional Development Activity Information:
 - Name of course/professional development activity (PDA)
 - Course/PDA Number
 - Total hours per Course/PDA
 - Required Course/PDA
 - Credit/Non-Credit Course/PDA
- Topic (under performance area in each competency) by Context
- Intensity-Focus of Course/Professional Development Activity (Number of hours for total course X intensity likert-type measure) by Context and Topic

Additionally, the application will include an interface that will allow users to create customizable reports, analyze data and conduct searches. **(See competency grid in the supporting documents section for more information)**

Technology Requirements: YCCD is currently determining whether the application will be hosted by YCCD in house or if the application will need to be hosted externally. If the application is hosted in house (at YCCD), then need YCCD will provide information from the IT department as to what type of application/databases are acceptable as a modification to this RFP. YCCD will make this determination as soon as possible and may extend the closing date of this RFP if unable to provide the information in a timely manner.

At this time, we estimate that approximately 535 users will access the system though we expect a maximum of no more than 100 concurrent users.

Application will need to be secured using current accepted methods such as SSL.

The application needs to be compatible with all major browsers and operating systems.

The application should be developed using a current and widely used programming language.

Ownership: The contractor will provide the **Child Development Training Consortium** with all source code and documentation. **Child Development Training Consortium** will hold a non-expiring, worldwide license to use, modify and distribute the program in any manner.

4. MINIMUM QUALIFICATIONS

Five years of recent professional experience creating Web based applications that meet the following criteria:

- Use generally prevailing professional standards, including security,
- Are user friendly and efficient,
- Meet California Department of Education accessibility standards, and
- Are flexible and well documented to enable revisions as needed.

Demonstrated ability:

- To work collaboratively throughout the development process with non-technical CIP steering committee members and faculty consultant,
- To communicate ideas effectively, and
- To work with applications related to education standards and initiatives.

5. **INSTRUCTIONS/REQUIREMENTS FOR SUBMITTING PROPOSAL**

To enable YCCD to comprehensively and fairly evaluate submitted proposals, it is essential that proposers follow the same format. Therefore, all proposals should be organized in the format outlined below and should contain the information specified for inclusion in each section.

- A. **Mandatory Webinar (Pre-Bid Meeting)** In order to submit a proposal, participation in an online Webinar is required. The Webinar is scheduled for November 30, 2011 at 12:00PM and will be recorded for those unable to participate. The purpose of the Webinar is to discuss desired outcomes of the software program. Contact Debbie Honea at honead@yosemite.edu to obtain Webinar call in information and instructions.
- B. **Executive Summary (limit 5 pages)** - Provide an overview of the entire proposal describing the general approach or methodology the Proposer will use to complete the scope of work outlined in this RFP. Include services, timeline, milestones, and deliverables that will provide for the most cost effective and timely completion of project(s).
- C. **Proposer Background Information (limit 2 pages)** - In this section, the proposer should briefly describe its organization, stability and qualifications, including similar experience in the performance of work described in this document. Also identify the individual to be contacted in the case of questions concerning the proposal.
- D. **Proposer's Experience (limit 2 pages)** - Provide a description of the three most relevant contracts held by the firm that lend themselves to application development, preferably involving education related programs within the last five years, limit one page per project, to include:
- i. Role of the firm
 - ii. Program description
 - iii. Staffing
 - iv. Duration of program
 - v. Relationship to client
 - vi. Contact name, position, entity name, telephone number, fax number and e-mail address for each project
- E. **Proposed Project Team (limit 2 pages)** - Identify the team leader and key personnel the firm would assign to the District's program for each phase of work, including their roles. Describe for each his or her experience with similar projects including identifying those projects for the past 5 years.
- F. **Application Software (limit 4 pages)** - A written overview of the proposed application systems should be provided and can include work flow diagrams and

application system narratives. Descriptions should also be included for the proposed methods of data security and data base management.

- G. **Fee Schedule (limit 2 pages)** – Describe the fee structure. Include an estimate of personnel hours and cost to complete the scope of services. Include a detailed description of work provided under this fee structure. Proposer shall specify those services that will be provided directly by Proposer and those services Proposer intends to contract out. If subcontractors are used all subcontractors must be listed at the end of the proposal. Provide a proposed fee structure for any additional service not included in the fee structure which the Proposer feels may be required.
- The fee schedule shall be based on a time and materials basis with a total not to exceed cost. Proposal shall include the costs per hour rates for various tasks and the number of hours assigned to the project. All rates and types of work must be listed in the fee schedule. The proposal shall also include a sum total by project task and a total not to exceed price for the entire project.
 - Please include cost of ongoing hosting and maintenance of web based application. (Hosting is considered an additional item to this RFP as YCCD is determining whether to host the system internally or externally).

6. OTHER SUPPORTING DOCUMENTS:

Link to California Department of Education, ECE Competencies Document - <http://www.cde.ca.gov/sp/cd/re/documents/ececompetencies2011.pdf>
Competencies Grid – Attached
CIP Web site - <https://www.childdevelopment.org/cs/cip/print/htdocs/cip/home.htm>
CDTC Web site – www.childdevelopment.org

7. SAMPLE CONTRACT

The form and format and content of the contract below shall be substantially the same that an awarded vendor will be required to execute.

YOSEMITE COMMUNITY COLLEGE DISTRICT PROFESSIONAL SERVICES AGREEMENT

This Agreement to furnish certain professional services is made as of **[Insert Date]** by and between THE BOARD OF TRUSTEES OF THE YOSEMITE COMMUNITY COLLEGE DISTRICT, a California public corporation (hereinafter called "the District") and **[Insert Contractor Firm or Name]** hereinafter called (the "Contractor") located at **[Insert Contractor Address]** .

I. NATURE AND PLACE(S) OF SERVICE

A. The Contractor shall furnish to the District the following described services:

B. In addition to the services described in subparagraph A. above, the Contractor's proposal to the District shall be incorporated herein by reference and made part of this Agreement.

C. If the Contractor is an entity other than an individual, the District requires that **[insert individual's name within the company]** be assigned to perform the work set forth herein. No reassignment of work to any other individual shall be made without the written approval of the District

D. Reports:

_____ The Contractor shall provide reports as described below (include number of copies and due date).

_____ No report required.

E. Places(s) of performance will be:

[Insert Place(s) of Performance]

F. The District will provide working space, equipment, furniture, utilities, and services, as follows:

[Insert Working Space, etc.]

G. If applicable, the services of the Contractor will assist the District in the performance of contract/grant no. **[Insert Contract/Grant Number]** sponsored by **[Insert Agency Name]** dated **[Insert Contract/Grant Date]**. Applicable portions of contracts are attached.

H. The Contractor shall use recording devices in discussions with District employees only when the District and said employees so authorize; this authorization shall be in writing. If applicable, the Contractor's use of recording devices in such discussion is proposed as follows:

[Insert Terms]

II. TERM OF AGREEMENT

A. The period of performance for this Agreement shall be from **[Insert Start Date]** through **[Insert End Date]**.

B. Either the District or the Contractor may terminate this Agreement for convenience at any time by giving the other 30 calendar days' written notice of such action.

C. If one party gives **[Insert Number of Days]** days' notice to the other of a breach of this Agreement and the breaching party fails to cure said breach within said **[Insert Number of Days]**-day period, this Agreement may be terminated by the non-breaching party.

III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

A. The District will pay the following to the Contractor for services performed:

1. Professional Fees:

_____ See attached fee schedule.
_____ \$. per _____ x _____
_____ \$. (flat rate)

Subtotal: **\$ 00.00**

2. Other Expenses:

_____ See attached fee schedule.
_____ Per Diem at \$ _____ for _____ days
_____ Travel expenses (specify)

_____ Other expenses (specify)

Subtotal: **\$ 00.00**

MAXIMUM TO BE PAID UNDER THIS AGREEMENT:

TOTAL: **\$ 00.00**

B. Payments.

_____ Payment will be made upon submission of an invoice by the Contractor indicating the Agreement Number and setting forth charges in accordance with rates detailed in paragraph A above and the performance schedule in Article IV. below. The invoice must include the Contractor's taxpayer identification number. Contractors shall submit invoices to person named in V., below.

_____ Payments will be made on a monthly or periodic basis without invoice provided a schedule of specific payment has been made a part of this Agreement and is in accordance with the performance schedule set out in Article IV. below.

No payments shall be made in advance of work performed, except as specified in the Agreement.

IV. PERFORMANCE SCHEDULE

[Insert time schedule by which the Contractor is to produce or provide specified material or perform certain consulting services.]

V. REPORTING

In performing consulting services hereunder, the Contractor shall report to:

[Insert Director Name], Director
[Insert Unit Name]

VI. NOTIFICATION

Any written notification required hereunder shall be personally served or mailed by certified mail, return receipt requested, to the following:

For the District: **[insert Director Name], Director**
[insert FA Unit Name]
1111 Franklin Street, 6th Floor
Oakland, California 94607

For the Contractor: **[insert Contractor name]**
[insert Contractor address]
[insert Contractor address]
[insert Contractor address]

VII. TAXES

The compensation stated in Article III. of this Agreement includes all applicable taxes and will not be changed hereafter as the result of Contractor's failure to include any applicable tax, or as the result of any changes in the Contractor's tax liabilities.

VIII. ASSIGNMENT OR SUBCONTRACTING

The Contractor may not assign or transfer this agreement, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of the District. If the District consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee.

IX. PATENTS

Whenever any invention or discovery is made or conceived by the Contractor in the course of or in connection with this Agreement, the Contractor shall promptly furnish the District complete information with respect thereto and the District shall have the sole power to determine whether and where a patent application shall be filed and to determine the disposition of title to and all rights under any application or patent that may result. The Contractor will, at District expense, execute all documents and do all things necessary or proper with respect to such patent applications. The Contractor is specifically subject to an obligation to assign all right, title and interest in any such patent rights to the District as well as all right, title and interest in tangible research products embodying such inventions whether the inventions are patentable or not.

X. COPYRIGHT

Contractor agrees that all deliverables required herein are works made for hire under the Copyright Act and, accordingly, that the District owns all right, title, and interest, including, but not limited to, copyright and all copyright rights in said deliverables. To the extent said deliverables do not qualify as works made for hire, Contractor hereby assigns irrevocably all right, title, and interest in said deliverables, including, but not limited to, copyright and all copyright rights, to the District. Contractor shall execute any and all agreements and forms that may be required by District in order to effectuate said assignment and to allow the District to register copyrighted material with the U.S. Copyright Office.

XI. CONTRACTOR'S LIABILITY AND INSURANCE REQUIREMENTS

1. The Contractor shall defend, indemnify, and hold the District, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of the Contractor, its officers, agents, or employees.

2. The Contractor, at its sole cost and expense, shall insure its activities in connection with the work under this Agreement and obtain, keep in force, and maintain insurance as follows:

a. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

(1) Each Occurrence	<u>\$1,000,000</u>
(2) Products/Completed Operations Aggregate	<u>\$2,000,000</u>
(3) Personal and Advertising Injury	<u>\$1,000,000</u>
(4) General Aggregate (Not applicable to the Comprehensive Form)	<u>\$2,000,000</u>

If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than **One Million** dollars (**\$1,000,000**) per occurrence. **(REQUIRED ONLY**

IF THE CONTRACTOR DRIVES ON THE DISTRICT PREMISES IN THE COURSE OF PERFORMING WORK FOR DISTRICT.)

c. Professional Liability Insurance with a limit not less than **One Million** dollars (**\$1,000,000**) per occurrence. If this insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

d. Workers' Compensation as required by California State law.

It should be expressly understood, however, that the coverage and limits referred to under a., b., and c. above shall not in any way limit the liability of the Contractor. The Contractor shall furnish the District with certificates of insurance evidencing compliance with all requirements prior to commencing work under this Agreement. Such certificates shall:

- (1) Provide for thirty (30)-days advance written notice to the District of any modification, change, or cancellation of any of the above insurance coverage.
- (2) State that "The Board of Trustees of the Yosemite Community College District as additionally insured" under the coverage referred to under a. and b.
- (3) Include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

It should be further understood that the provisions under (2) and (3) above shall only apply in proportion to and to the extent of the negligent act or omissions of the Contractor, its officers, agents, or employees.

XII. RECORDS ABOUT INDIVIDUALS

The State of California Information Practices Act of 1977, as well as District policy, sets forth certain requirements and safeguards regarding records pertaining to individuals, including the rights of access by the subject individual and by third parties.

If the Contractor creates records about an individual of a confidential or personal type, including notes or tape recordings, the information shall be collected to the greatest extent practicable directly from the individual who is the subject of the information. When collecting the information, the Contractor shall inform the individual that the record is being made and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in this Agreement.

XIII. OWNERSHIP AND ACCESS TO RECORDS

While ownership of confidential or personal information about individuals shall be subject to negotiated agreement between the District and the Contractor, records will normally become the property of the District of California and subject to state law and District policies governing privacy and access to files.

XIV. EXAMINATION OF RECORDS

The District, and if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States, or an agency or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers, and records of the Contractor involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. The Contractor shall retain project records for a period of five years from the date of final payment.

XV. CONFLICT OF INTEREST

1. The Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, the Contractor shall not hire any employee of the United States government to perform any service covered by this agreement.
2. The Contractor affirms that to the best of his/her knowledge there exists no actual or potential conflict between the Contractor's family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the District.
3. The Contractor shall not be in a reporting relationship to a District employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Contractor.

XVI. AFFIRMATIVE ACTION

The Contractor recognizes that as a federal and state government contractor or subcontractor, the District of California is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Contractor agrees that, as a government subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Contractor, as a government subcontractor, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

XVII. CONFIDENTIALITY

The Contractor shall use his or her best efforts to keep confidential any information provided by the District and marked "Confidential Information," or any oral information conveyed to the Contractor by the District and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following:

1. Information which the Contractor can demonstrate by written records was known to him or her prior to the effective date of this Agreement;
2. Is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of Contractor; or
3. Is obtained lawfully from a third party.

XVII. NON-WAIVER

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

XIX. NO THIRD-PARTY RIGHTS

Nothing in this Agreement is intended to make any person or entity who is not signatory to the agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

XX. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement.

XXI. STANDARD FOR PERFORMANCE

The parties acknowledge that the District, in selecting the Contractor to perform the services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the services required hereunder. The Contractor shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties. The Contractor shall devote such time to performance of its, her, or his duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties within the deadlines set forth herein. Nothing in the foregoing shall be construed to alter the requirement that time is of the essence in this Agreement.

XXII. DISPUTE RESOLUTION

Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be **Oakland**, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court of **Alameda County**, California.

XXIII. ATTORNEY'S FEES

In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. The prevailing party shall be entitled to the reasonable value of any services provided to it by in-house counsel. The reasonable value of services provided by in-house counsel shall be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

XXIV. REPRESENTATIVES

Any changes to this Agreement may be made only by the following representatives of the District, or their successors as designated in writing:

Responsible Administrative Official

Program Review Official

XXV. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein. Any modification to this Agreement must be on Amendment forms (Appendix 2).

XXVI. APPLICABLE LAW

This agreement shall be governed by the laws of the State of California.

CONTRACTOR

**THE BOARD OF TRUSTEES OF THE
YOSEMITE COMMUNITY COLLEGE**

DISTRICT

(Signature) (Date)

(Signature) (Date)

Responsible Administrative *

Title

(Signature) (Date)

Program Review Official

Title

Retention Period: Office of Record, Accounting, Executing Office, 5 years following termination, subject to Federal contract and grant requirements. Other Copies, 0-5 years.

* PRIVACY NOTICE

If the Employer Identification Number is not used, the Social Security Number must be shown. Pursuant to Federal Privacy Act of 1974, you are hereby notified that disclosure of your Social Security number is required pursuant to Sections 6011 and 6051 of Subtitle F of the Internal Revenue Code and Regulation 4, Section 404, 1256, Code of Federal Regulations, under Section 218, Title II of the Social Security Act, as amended. The Social Security Number is to verify your identity. The principal use of the number shall be to report payments you have received to Federal and State government.

MANDATORY SIGNATURE PAGE

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH YOUR BID RESPONSE

BID/RFP INVITATION NO: YCCD _____
Bid Solicitation will indicate whether this is a Sealed or Fax Bid

BID RECEIPT: _____

SEALED BIDS -- Bid to be submitted in sealed envelope bearing the NAME AND ADDRESS OF THE BIDDER, THE DATE AND HOUR OF OPENING, AND INVITATION NUMBER ON THE FACE OF THE ENVELOPE.

Bid must be received on or before the indicated due date and time in the:
Purchasing Office
Yosemite Community College District
2201 Blue Gum Avenue
Modesto, CA 95352

Please be advised that telegraphic or electronic bids (Fax, Western Union, Telex, etc.) cannot be accepted directly in the Purchasing Office as a sealed bid. Bidders are urged to read the bid thoroughly before submitting a bid.

ALL BIDS SHALL BE QUOTED F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED

Per the attached specifications, terms and conditions

Vendor is required to submit Federal Employer Identification Number (F.E.I.N.) prior to payment of Purchase Order.

F.E.I.N.: _____

DELIVERY DATE: _____ TERMS: _____

COMPLETE COMPANY NAME: _____ State: _____
(Include INC., DBA, LLC, LLP, Sole Proprietorship or any other) (State of incorporation)

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____ FAX: _____ EMAIL: _____

NAME OF AUTHORIZED SIGNATOR: _____
(Individual with authority to enter into and execute agreements/contracts/assignments/or any other legal document on behalf of company; include name/title/address/phone if different from above)

SIGNATURE (of Vendor's representative): _____

TITLE: _____