



## REQUEST FOR QUALIFICATIONS

FOR

RFQ-200-19

PeopleSoft Consultant 2018

October 12, 2018 by 2:00 p.m.

Palomar Community College District  
1140 West Mission Road  
San Marcos CA 92069-1487

**RFQ Deadline for Submittal:  
October 12, 2018 by 2:00 P.M.**

**LATE QUALIFICATIONS WILL NOT BE ACCEPTED**

**TABLE OF CONTENTS**

SECTION I: BACKGROUND -----2

SECTION II: INTRODUCTION -----4

SECTION III: INFORMATION FOR RESPONDENTS-----4

SECTION IV: MINIMUM QUALIFICATION CRITERIA -----5

SECTION V: RFQ RESPONSE CONTENTS/FORMAT -----5

SECTION VI: EVALUATION/SELECTION/AWARD OF CONTRACT PROCESS-----7

    EXHIBIT A – SPECIFIC ASSIGNMENT AND SCOPE OF WORK ----- 8

    EXHIBIT B – RFQ WORKSHEET ----- 9

    EXHIBIT C – SAMPLE AGREEMENT-----11

    EXHIBIT D – NON-COLLUSION AFFIDAVIT -----17

    EXHIBIT E – HOLD-HARMLESS AGREEMENT -----10

    EXHIBIT F – CERTIFICATE REGARDING WORKERS’ COMPENSATION-----19

    EXHIBIT G – NON-DISCLOSURE AGREEMENT-----20

    EXHIBIT H – EVALUATION CRITERIA -----21

# **REQUEST FOR QUALIFICATIONS FOR PeopleSoft Consultant**

## **SECTION I: BACKGROUND**

Palomar College is a public, two-year California community college serving northern San Diego County. The District includes a large main campus in San Marcos, as well as education centers in Rancho Bernardo, Escondido, and Fallbrook. Four additional education sites are located in Camp Pendleton and at high schools in Fallbrook, Pauma Valley, and Ramona.

Palomar College has five academic divisions: (1) Arts, Media, and Business Administration; (2) Career, Technical, and Extended Education; (3) Languages and Literature; (4) Mathematics and the Natural and Health Sciences; and (5) Social and Behavioral Sciences. The college offers more than 200 credit degree and certificate programs within those five divisions, as well as noncredit courses.

Our mission is to provide an engaging teaching and learning environment for students of diverse origins, experiences, needs, abilities, and goals. As a comprehensive community college, we support and encourage students who are pursuing transfer-readiness, general education, basic skills, career and technical training, aesthetic and cultural enrichment, and lifelong education. We are committed to helping our students achieve the learning outcomes necessary to contribute as individuals and global citizens living responsibly, effectively, and creatively in an interdependent and ever-changing world.

Palomar College relies on technology to facilitate and sustain the institutional mission, goals and operations. In the same way that our institutional values guide our institutional success, technology values establish the foundation from which technology initiatives can be confidently planned and executed. The following guiding principles are used to validate and assess technology initiatives to ensure alignment with the college's technology strategy.

- Reliable, sustainable, vendor-supported technology solutions, implemented to reduce risk, ensure long-term viability and maintain technical currency.
- Secure and compliant technology solutions to protect student and institutional data, processes and resources.
- Quality, cost-effective and efficient technology solutions, implemented to protect and maximize institutional investments.
- Requirements-driven, automated technology solutions that are integrated with institutional systems and business processes to facilitate implementation, maintenance and ease of use.
- Platform-agnostic, flexible technology solutions that are simultaneously feature-rich, portal-based and mobile-aware.

Palomar College was the first California community college to implement the PeopleSoft enterprise resource planning (ERP) system in the late 1990s with an Oracle database. The following chart illustrates the status of the college's PeopleSoft ERP components as of August 2018; however we are currently in the process of upgrading HCM to 9.2 along with its associated PeopleTools to 8.55. We expect to complete this upgrade by the end of 2018.

Oracle	11g (R11.2.0.4.0)		
WebLogic	12.1.2		
Tuxedo	12.1.1		
Micro Focus COBOL Compiler	Net Express 5.1 (64-bit)		
Linux	6.9		
	<b>PeopleTools</b>	<b>Application</b>	<b>Windows</b>
Campus Solutions	8.54.20	9	2012 R2 (64-bit)
Human Capital Management	8.51.07	9.1	2008 SP2 (64-bit)
Financial Services	8.53.27	9.2	2008 R2 SP1 (64-bit)
Integration Broker for Campus Solutions			2012 R2 (64-bit)

We are using PS Classic at this time, and we have several customizations affecting business processes in each pillar. We are underutilizing many of the PS functions and wish to improve our use of the ERP by configuring delivered features, automating workflows, reducing or eliminating customizations, and improving our use of Integration Broker capabilities with third party systems.

We have a number of software licensing agreements that facilitate PeopleSoft integration with other institutional processes, including DubLabs for our college mobile app, Follett for bookstore services, TouchNet for student account payment processing, NelNet for student payment plans, Hyland's OnBase for document scanning and indexing, StarFish for early alert and degree planning, Cornerstone on Demand for employee professional development, ClockWork for disability resource service case management, Canvas for learning management, Office 365 for student email and cloud applications, PortalGuard for identity management, as well as several other systems. Most of these other systems are not directly integrated with PeopleSoft but rely on data exchanges, which we would like to modernize and secure with effective use of Integration Broker. We also recently licensed Grey Heller's Application Security Platform with a goal to implement PeopleSoft and Active Directory integration for single sign-on, as well as strengthen our PS security configuration. In addition, we have significant reliance on Crystal Reports and wish to transition to BI Publisher for reporting.

The technical support team for PeopleSoft at Palomar College includes 4 very experienced PS programmers, an experienced Oracle DBA, 3 programmers with some PS experience, and a manager of systems and programming. In addition Palomar College has functional technical specialists (business systems analysts) in Fiscal Services (includes Student Accounts), Human Resource Services, Student Services (includes Financial Aid and Counseling), and Instruction. PeopleSoft is installed in a state of the art on premise data center.

## **SECTION II: INTRODUCTION**

Palomar Community College District invites proposals from qualified Consulting Firms which offer business process analysis, project management, technical implementation, upgrades, updates, integrations, reports, functional configurations and support services. The District intends to award contracts to qualified firms who will be pre-qualified for assignments which fall into the following categories.

Assignment categories include:

- Implement Oracle PeopleSoft (PS) projects, updates and upgrades, including Application and PeopleTools upgrades;
- Implement technical integrations between PeopleSoft and other systems licensed by the college;
- Conduct and document business process analyses on processes that are using or could utilize PS functionality with a goal to reduce or eliminate customizations and rely on delivered PS functionality;
- Develop reports using BI Publisher, including conversion of Crystal Reports to BI Publisher reports;
- Provide PeopleSoft functional and/or technical configuration and support.

Submittals will be received up to **October 12, 2018 at 2:00 p.m.** All RFQ submittals shall be received in the office of Contract Services, Room A-130, Administration Building located at 1140 W. Mission Road, San Marcos, California 92069-1487 on the date and time as stated above.

Each submittal shall conform and be responsive to this Request for Qualifications (RFQ) in the format as described in **Section V**.

All applicants shall be screened and evaluated by a District committee and qualifying applicants may be invited to attend an interview at the discretion of the District, at the applicant's own expense, at the District's San Marcos campus, at a time and date of mutual agreement prior to the committee's recommendation to the Governing Board.

## **SECTION III: INFORMATION FOR RESPONDENTS**

Contact Information: Your contact person at the District in reference to this RFQ is Debbi Claypool (760) 744-1150, ext. 2129/email: [dclaypool@palomar.edu](mailto:dclaypool@palomar.edu) in the office of Contract Services.

RFQ Submittals: Deadline for submittals is 2:00 p.m. on October 12, 2018. Please send one (1) original and one (1) copy of your respective RFQ response **and** two (2) complete electronic copies via compact disk (CD) or thumb drive in PDF format. Packages shall be received in the office of Contract Services, Attn: Debbi Claypool, Room A-130; Administration Building located at 1140 W. Mission Road, San Marcos, California 92069-1487 and labeled: RFQ #200-19: PeopleSoft Consultant – Palomar Community College District. The District will not accept any responses after the deadline date & time. Also no oral, telegraphic, electronic, facsimile or telephone statements will be considered.

The District will reject as “non-responsive” any RFQ which is considered by the District at their discretion non-responsive to the material requirements of the RFQ.

Errors/Discrepancies/Questions/Clarification of RFQ: Any discrepancies, errors, questions or clarification pertaining to this RFQ should be directed in writing to Debbi Claypool, Senior Contracts Administrator at [dclaypool@palomar.edu](mailto:dclaypool@palomar.edu) or fax (760) 761-3548. Respondents are encouraged to submit their questions, as soon as possible, in order to give the District an opportunity to reply in a timely manner. The District will not accept any questions for clarification after **4:00 p.m. on October 4, 2018**.

Addenda to RFQ: If in the sole judgment of the District, any response to questions, discrepancies, clarification or errors which affects the RFQ or other Respondents, the District will issue responses in writing in the form

of an addenda and post on the District's website at the following address:  
<http://www2.palomar.edu/pages/businessservices/bids-rfqs-and-rfps/> by 3:00 p.m. on October 9, 2018.  
 Prior to submittal of RFQ, please check above referenced website for any Addenda issued.

**RFQ Response Cost:** This Request for Qualification does not commit the District to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalists shall pay their own costs incurred in preparing for, traveling to and attending the interviews.

**RFQ Modification/Cancellation:** The District reserves the right to reject any and all RFQ submittals, to amend the RFQ and the RFQ process and to discontinue or re-open the process at any time.

**Non-Liability of District:** The District shall not be liable to the Respondent for personal injury or property damage sustained in the performance of these services, however caused.

**RFQ Schedule:**

<b><u>ACTION</u></b>	<b><u>DATE</u></b>
RFQ Issued	September 27, 2018
Request for Clarifications are due	October 4, 2018 by 4:00 p.m.
District to post responses to Request for Clarifications on website: <a href="http://www2.palomar.edu/pages/businessservices/bids-rfqs-and-rfps/">http://www2.palomar.edu/pages/businessservices/bids-rfqs-and-rfps/</a>	October 9, 2018 by 3:00 p.m.
Deadline for receipt of RFQ submittals	October 12, 2018 by 2:00 p.m.
Notification of selection status	October 15, 2018
Selection Committee Interviews (if desired by District)	Week of October 22, 2018
Notice of Committees Decision	October 29, 2018
Notice of Recommendation to Governing Board for Award	October 31, 2018
Board Action to Award Contract	November 13, 2018
Start of Work	Upon execution of contract and receipt of required documents: By November 15, 2018

## **SECTION IV: MINIMUM QUALIFICATION CRITERIA**

**The District requires that all Firms responding to the RFQ be experts in their field and be able to describe and demonstrate through their response to this RFQ their extensive experience and proficiency including the following:**

1. Senior Technical Programming Experience (>8 years' per consultant) with the PeopleSoft per product line (Student, HR, Financial systems).
2. Senior System Administrator Experience (> 6 years' experience per consultant) with PeopleSoft.
3. Experience with development of PeopleSoft work centers, activity guides, workflow development, dashboards, security configurations, mobile development.
4. Experience with PeopleSoft Secure enterprise search development, related actions framework, PS interaction hub, FLUID user interface development, web services development, data archive manager, integration broker and multi-channel framework.
5. Experience converting Crystal Reports to BI Publisher reports.
6. Experience and understanding of typical California Community Colleges business practices and legislative requirements/influences.
7. Experience with Business Process analysis in Student, Human Resources, Financial processes.
8. Experience with Business Process implementations utilizing PeopleSoft
9. Technical configuration/implementation experience in one or more of the following functional areas: Curriculum and Schedule Management, Admissions and Records, Financial Aid, Human Resources, Payroll, Fiscal Services (including Budgeting, Purchasing, General Ledger, Asset Management, Accounting), Student Receivables.
10. Experience leading and providing technical consulting services to cross functional teams, including complex project management experience.
11. Experience with integration of diverse 3<sup>rd</sup> party products with PeopleSoft Student, HR and Financial systems.

**Insurance Requirements:** The selected Consultant shall furnish to the District, prior to the commencement of work, at Consultant's sole expense, adequate insurance to protect him/herself and the District from claims for damages or personal injury, including death, damage to property and loss of property, and from claims under Workers' Compensation acts, which may arise from operations under the contract with the District.

The Consultant shall provide an underwriter's certificate of insurance, both naming the **Palomar Community College District** as an additional insured, and copies of the endorsement to the policies naming the **Palomar Community College District** as an additional insured, with the following limits:

- **Commercial, general liability, and automobile liability** subject to the following limits:  
\$1,000,000 limit of liability per occurrence, \$3,000,000 aggregate for bodily injury and property damage;  
\$1,000,000 automobile combined single limit per accident.
- Workers' compensation insurance as required by State law covering all employees.

The carrier should have Best Key Rating Guide of "A-" or better as a California admitted insurer. All such insurance shall be on an occurrence basis and should name Owner as additional insured. The Consultant shall maintain current insurance documents, for all of the above coverage, on file at the District during the term of the contract with the District and shall contain a covenant requiring thirty (30) days written notice to the District before cancellation, reduction or other modification of coverage.

These policies shall be primary and noncontributing with any insurance carried by the District and shall contain a severability of interests clause in respect to gross liability, protecting each named insured as though a separate policy had been issued to each.

**NOTE:** The minimum insurance limits noted above can be satisfied with a combination of primary and umbrella/excess liability policies.

## **SECTION V: RFQ RESPONSE CONTENTS/FORMAT**

**RFQ Response:** All materials submitted in response to the RFQ shall be on 8-1/2"x11" paper, preferably in portrait orientation. All submitted materials must be bound in either a three-ring binder or spiral bound notebook. Tabbed dividers should be used to identify and separate discrete sections of the RFQ response which correspond to the information requested in this RFQ.

**Copies of RFQ Response:** Each Respondent shall submit an original and one (1) copy of their respective RFQ response **and** two (2) complete electronic copies via compact disk (CD) or flash drive in PDF format.

**Added Materials:** Respondents are not prohibited, but are discouraged, from submitting additional materials, not required in the RFQ Contents/Format. However, if a Respondent elects to submit additional materials, this documentation should be separately bound from the information requested and labeled "Additional Information".

**Contents of RFQ Submittal:** Each respondent shall provide the following information in the order listed below:

- (A) Cover Letter - A dated introductory letter must be submitted that summarizes the Firm's general business approach and qualifications to engage in a professional relationship with Palomar Community College District and serve its needs as described in this RFQ. The letter must include the legal name of the respondent, address, telephone numbers, and the name, title, and signature of the person(s) authorized to submit the response on behalf of the Firm.
- (B) Background Information - Furnish background information about your firm, including date of founding, legal form, number and location of offices, numbers of permanent employees, other services offered, and other pertinent information.
- (C) Narrative - Provide a brief narrative of the relevant services offered by your firm within the context of this RFQ including:
  1. Your Firm's experience working with other colleges to provide similar services.
  2. The experience of the staff to be assigned to complete the described project work at the college as well as their interpersonal and consulting skills.
  3. Describe how your Firm stays current regarding changes in legislation and court findings that influence or impact California Community Colleges, including for example, FERPA, Title IX, 508 Compliance, and California Education Code.



- (D) Personnel Resumes - Include resumes of personnel who would likely be assigned to Palomar Community College District projects. Specifically define the role of each person and outline their individual experience. Indicate who would serve as the primary contact for the District.
- (E) Functional Area(s) of Expertise - Complete the attached **RFQ Worksheet, Exhibit B** to indicate functional expertise in the following areas: Curriculum and Schedule Management, Admissions and Records, Financial Aid, Human Resources, Payroll, Fiscal Services (including Budgeting, Purchasing, General Ledger, Asset Management, and Accounting), Student Receivables.
- (F) Sample Documentation - Provide sample documentation your Firm developed to explain a technical concept to end users. This requirement is requested in order to demonstrate the Firm's ability to communicate clearly to end users in providing the users with knowledge and understanding of the technology implemented or technical changes required.
- (G) Statement of Care – Provide a statement outlining the Firm's commitment to the level of care to be applied to District assignments if the Firm is awarded a contract. Identify any methodologies, standards, processes, and procedures your Firm would use to support the District's desire to enhance institutional effectiveness using the solutions and services provided.
- (H) Financial Responsibility, Insurance Coverage, and Ability to Provide Services - Submit a statement affirming that:
1. The Firm has and/or is able to obtain and maintain adequate insurance coverage for as outlined in the sample Agreement, labelled "Exhibit C".
  2. The Firm is solvent and able to conduct business in a professional manner throughout the life of the contract. Please include a statement certifying that the firm is not debarred, suspended or ineligible to enter into a contract with a public agency.
- (I) References - Please provide at least two references, including title, phone number, and email address, especially community college or other educational clients to which your firm is currently providing or has recently provided similar services. References will be contacted at the discretion of the District.
- (J) Professional Fees - Submit a chart showing the hourly costs to the District for all 3 years of the proposed contract term which will cover the classifications or titles of any Firm employee who may be assigned to work on a project assigned by the District. Please explain fully any exceptions or caveats you are placing on this cost proposal. Be thorough and specific as this may form the basis of any contract for services that may be presented by the District.
- (K) A signature by a person authorized to bind the offering firm to the terms of the proposal.

All materials submitted in response to this Request for Qualifications shall become the property of Palomar Community College District and shall be considered a part of Public Record.

## **SECTION VI: EVALUATION / SELECTION / AWARD OF CONTRACT PROCESS**

The District's process for evaluation, selection and invitation to bid the project is as follows:

1. The selection committee shall screen and rate all submittals based upon the complete responsiveness as requested in the RFQ Contents/Format, Section V of the RFQ. The committee will consist of representatives from Palomar Community College District.

Scoring will be based on the following:

### ***RFQ Response – 600 points***

- A. Cover Letter**
- B. Background Information – 75 points**
- C. Narrative – 75 points**
- D. Personnel Resumes – 100 points**
- E. Functional Areas of Expertise – 200 points**
- F. Sample Documentation – 75 points**
- G. Statement of Care – 75 points**
- H. Financial Responsibility**
- I. References**
- J. Professional Fees – 100 points**
- K. Signature of Authorized Employee of Company**

PeopleSoft Consultants that score an average of **600 out of a possible 700 points** may be invited to interview, at the discretion of the District. If interviews are desired, all qualifying Consulting Firms will be interviewed as follows.

Interviews will be one hour in length. PeopleSoft Consultants will have 30 minutes for a presentation followed by a 30-minute session of responses to questions from the Committee. The Consulting Firm's interview team should include the team staff that will be assigned to the project. Interviews add a possible **100 points, making a total possible score of 800 points** for the complete RFQ Response and Interview Process.

PeopleSoft Consultants with the **top 3** total scores will be considered for final award.

The District reserves the right to award multiple contracts for a 3 year period to the firm(s) it deems best meets its needs.

The District is not obligated to award any contracts as part of this process.

**IMPORTANT:** The District expects to engage the firm to begin work on the most time critical projects immediately following the contract award, including the Specific Assignment presented as an example in **Exhibit A to Upgrade PeopleSoft Campus Solutions from 9.0 to 9.2.**

**EXHIBIT A**  
**Specific Assignment and Scope of Work**

Upgrade PeopleSoft Campus Solutions from 9.0 to 9.2, to include upgrading PeopleTools (PT) from version 8.54 to 8.55 to be completed no later than November 1, 2019

1. Review existing Palomar College PeopleSoft Campus Solutions (PS CS) environment, with particular attention to customizations and bolt-ons, and provide analysis of relevant PS CS 9.2 delivered functionality thereby identifying which customizations can be replaced by standard functionality to support essential business functions.
2. Based on this analysis, develop an upgrade roadmap and implementation plan that includes the bulleted tasks listed below plus any additional recommended tasks.
  - Install PS CS 9.2 PUM; Install second PUM and apply changes to new PS CS environment.
  - Create PS CS 9.2 and PT 8.55 DEMO environment.
  - Install and configure Application Server, Integration Broker, Web Server, Process Scheduler, and Report Repository.
  - Install and configure Change Assistant.
  - Install required 3<sup>rd</sup> party tools for new PS CS environments.
  - Work with Palomar College's Oracle DBA to install and implement any new required Oracle settings for PT 8.55.
  - Create custom SQR directory and populate with latest PS CS SQRs.
  - Complete initial pass upgrade of PS CS 9.0/PT 8.54 to PS CS 9.2/PT 8.55. Re-apply Palomar customizations (if any) as directed and agreed by Palomar.
  - Remove old PS HCM objects if any remain from before the 2011 "split" of PS CS and HCM.
  - Configure, test, and verify any custom inbound/outbound Integration Broker objects.
  - Modify existing Palomar PS security to include any new required security objects.
  - Build 3 full PS CS test environments and 1 PS CS production environment.
  - Execute 2 test upgrade passes (separate from initial pass).
  - Execute production upgrade pass.
  - Provide post-upgrade technical support, including SQR consulting services, on an hourly basis, as requested by Palomar.
  - Provide technical training on the changed PS CS 9.2 environment for Palomar College technical staff on an hourly basis for up to 40 hours, as requested by Palomar.
  - Provide consulting support to Palomar College technical staff on converting Crystal Reports to BI Publisher reports and/or SQRs as appropriate, on an hourly basis for up to 160 hours, as requested by Palomar.
3. Specify the number and type of consulting hours required for each task identified in the roadmap.
4. Work with Palomar College technical staff to complete the upgrade according to the implementation plan. Palomar College may agree in advance to assume responsibility for some or no tasks, and consultant(s) will assume responsibility for the remaining tasks in the implementation plan. Consultant(s) must have the capability and capacity to complete all tasks in the implementation plan as scheduled, as Palomar College staff may assume responsibility for any or none of the planned implementation tasks.
5. This PS CS 9.2 and PT 8.55 upgrade assignment must be completed and in a production state no later than November 1, 2019.

**EXHIBIT B  
RFQ Worksheet**

Name of Firm:

Point of Contact:

Contact Information:

	Years of Experience	Comments/Clarifications
1 Senior Technical Programming Experience Campus Solutions Human Capital Management Financials	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
2 Senior System Administrator Experience	<input type="text"/>	<input type="text"/>
3 Development Experience Work Centers Activity Guides Workflows Dashboards Security Configurations Mobile	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
4 PeopleSoft Secure Enterprise Search PeopleSoft Interaction Hub FLUID Interface Development Web Services Development Data Archive Manager Integration Broker Multi-channel Framework	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
5 Converting Crystal Reports to BI Publisher Reports	<input type="text"/>	<input type="text"/>
6 California Community Colleges (CCC) business practices CCC legislative requirements/influences	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>

RFQ #200-19 PeopleSoft Consultant 2018

7 Business Process Analysis

Campus Solutions  
 Human Capital Management  
 Financials

Years of Experience    Comments/Clarifications

Years of Experience	Comments/Clarifications

8 Business Process Implementations utilizing PeopleSoft

Campus Solutions  
 Human Capital Management  
 Financials


9 Technical Configuration/Implementation Experience

Curriculum and Schedule Management  
 Admissions and Records  
 Financial Aid  
 Human Resources  
 Payroll  
 Fiscal Services  
 Budgeting  
 Purchasing  
 General Ledger  
 Asset Management  
 Accounting  
 Student Receivables


10 Project Management and Cross functional team consulting

--	--

11 3rd Party Product Integrations

Campus Solutions  
 Human Capital Management  
 Financials


RFQ #200-19 PeopleSoft Consultant 2018

**EXHIBIT C  
SAMPLE AGREEMENT**

**CONSULTING SERVICE AGREEMENT**

This Master Agreement (“Agreement”) dated for purposes of reference only as **Date** (“Effective Date”) is entered into by and between the **Palomar Community College District** (“District”), and **Consultant name** (“Consultant”), which are collectively referred to as the “Parties. This Agreement is made and entered into with reference to the following recitals, each of which are incorporated into and made a part of this Agreement.

Whereas , the District relies on technology to facilitate and sustain the institutional mission, goals, and operations;

Whereas, the District implement the PeopleSoft enterprise resource planning system in the late 1990’s with an Oracle database and are underutilizing many of the PeopleSoft functions and desire to improve the use of the system by configuring delivered features, automating workflows, reducing or eliminating customizations and improving our use of Integration Broker capability with third party systems;

Whereas, the District published a Request for Qualifications (RFQ) 200-19 seeking qualified consulting firms which offer process analysis, project management, technical implementation, upgrades, updates, integrations, reports, functional configurations and support services for specific assignments;

Whereas, the Consultant responded on October 12, 2018 and was **invited to interview with members of the District** and understands the RFQ is incorporated in the terms of this Agreement;

Whereas, on November 13, 2018, the Governing Board of the District approved Consultant as one of the prequalified designated firms to provide any and all aspects of the services for assignments as stated in RFQ and enter into Agreement with Consultant;

Whereas, by this Agreement District is desirous of contracting with Consultant to coordinate with District’s Information Services department for projects as assigned and shall be responsible to the District’s Governing Board.

Based upon the foregoing recitals, which are incorporated as terms of this Agreement, District and Consultant

1. **TERM.** The consulting services called for under this Agreement shall be provided by Consultant commencing November 15, 2018 through November 14, 2021. It shall be expressly understood that these services are critical to the team function and the District may terminate this Agreement for cause and/or convenience in the event of unexcused delay in Consultant’s performance hereunder and will cover with an alternate vendor if necessary.

2. **CONSULTANT’S SERVICES.**

2.1. Consultant agrees to perform the professional services set forth in **Exhibit “A”**, attached hereto and incorporated herein by reference, to the satisfaction of District. District and Consultant agree the provisions of **Exhibit “A”** are intended only to define the scope of the services to be provided by Consultant. All projects assigned to Consultant shall be identified and made a part of this Agreement through a written proposal and approved by the DISTRICT. Proposal shall include the project name, location, scope of work, project number, and basis of compensation. Only costs and services delineated will be considered for payment and any other costs incurred by the consultant will not be honored.

2.2. Consultant shall perform all work to the generally accepted professional standards of Consultant’s profession in the Southern California area. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).

2.3. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) District has not consented in writing to Consultant’s performance of such work.

2.4 Consultant represents that he/she is an Independent Contractor and has, or will secure at its own expense, all equipment, tools and personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and any/all personnel engaged in the work shall be the sole and exclusive responsibility of the Consultant as themselves as Independent Contractors qualified to perform such services and subject to such terms as outlined in this agreement.. The Consultant's project administrator shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without District's prior written consent and approval.

### 3. COMPENSATION

3.1. District agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment based on agreed upon hours for completion of assignment at the Consultant's hourly rate as shown on Consultant's standard fee schedule.

3.2. After rendering of described and completed services described and outlined herein, Consultant shall submit to District an invoice, outlining and detailing the measured and described deliverable as agreed upon on a monthly basis for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, District shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, District shall pay all undisputed amounts included on the invoice. District shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

3.3. Subject to Section 2.1, payments for Changes shall be made to Consultant by District on a time-and-materials basis [using Consultant's standard fee schedule](#).

4. **OWNERSHIP OF WRITTEN PRODUCTS.** All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of District without restriction or limitation upon its use or dissemination by District. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

5. **RELATIONSHIP OF PARTIES.** Consultant is, and shall at all times remain as to District, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of District or otherwise to act on behalf of District as an agent. Neither District nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of District.

### 6. INDEMNIFICATION

6.1 The parties agree that District, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, reasonable attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the negligent performance or breach of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the District with the fullest protection possible under the law. Consultant acknowledges that District would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect District as set forth herein.

6.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and District, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the negligent performance or breach of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of District's choice. The total aggregate liability of Consultant shall not exceed \$50,000 or the amount of the total fees hereunder, whichever is greater, for negligent professional acts, or errors or omissions.

6.3. District shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due District from Consultant as a result of Consultant's failure to pay District promptly any indemnification arising under this Section and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

6.4. The obligations of Consultant under this Section 6 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to District, its officers, agents, employees and volunteers provided that this waiver shall not apply in cases where the District is grossly negligent or acts willfully.

6.5. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 6 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend District, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of District's choice.

6.6. District does not, and shall not; waive any rights that it may possess against Consultant because of the acceptance by District, or the deposit with District, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## 7. **INSURANCE.**

7.1. During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

7.1.1. Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

7.1.2. Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

7.1.3. Worker's Compensation insurance as required by the laws of the State of California.

7.1.4. Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).

7.2. Consultant shall require each of its subcontractors to maintain sufficient insurance coverage as approved by the District in its reasonable discretion and to name Consultant and District as additional insureds on their policies of CGL.

7.3. The policy or policies required by this Agreement shall be issued by an insurer authorized to do business in the State of California and with a rating of at least A:VIII in the latest edition of Best's Insurance Guide.

7.4. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, District may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

7.5. At all times during the term of this Agreement, Consultant shall maintain on file with District's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the District and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with District's Risk Manager such certificate(s).

7.6. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.



7.7. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming District and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to District. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

7.8. The insurance provided by Consultant shall be primary to any coverage available to District. Any insurance or self-insurance maintained by District and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

7.9. All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the District.

7.10. Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of District, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to District, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

7.11. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 6 of this Agreement.

## 8. MUTUAL COOPERATION.

8.1. District shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

8.2. In the event any claim or action is brought against District relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that District may require.

## 9. RECORDS AND INSPECTION

9.1. Consultant shall maintain full and accurate records with respect to all matters covered under this Section Agreement for a period of three years after the expiration or termination of this Agreement. District shall have the right to access and examine such records, without charge, during normal business hours. District shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

9.2. All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by District. District shall grant such consent if disclosure is legally required. Upon request, all District data shall be the property of the District and will be returned to District upon the termination or expiration of this Agreement.

**10. PERMITS AND APPROVALS.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, safety permits and inspections.

**11. NOTICES.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and District's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to District: Contract Services  
Palomar Community College District  
1140 W. Mission Road  
San Marcos, CA 92069-2487  
Telephone: (760) 744-1150, ext. 2129  
Facsimile: (760) 761-3562

If to Consultant: \_\_\_\_\_  
\_\_\_\_\_

---

---

**12. SURVIVING COVENANTS.** The Parties agree that the covenants contained in Sections 6, 8.2, 9, and 13 of this Agreement shall survive the expiration or termination of this Agreement.

**13. TERMINATION.**

13.1. Either Consultant or District may terminate this Agreement upon five (5) days advance written notice to the other if the other party is in default in performance of a material obligation hereunder and such default is not caused by the party initiating the termination. Such termination shall be effective the fifth (5th) day following the date of the written termination notice. In addition to the District's right to terminate this Agreement for Consultant's default, the District may terminate this Agreement if: (i) Consultant becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; or (ii) if Consultant disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the amount due Consultant shall be based upon Scope of Services and authorized Changes completed by Consultant as of the effective date of termination, reduced by damages, losses, costs or other expenses incurred or sustained by the District as a result of Consultant's default.

13.2. The District may, at any time, upon thirty (30) days advance written notice to Consultant, terminate this Agreement for the District's convenience. If the District elects to terminate for convenience, within thirty (30) days following the effective date of such termination for convenience, the District will make payment to Consultant for the Basic Services and authorized Changes provided prior to the effective date of the termination for convenience.

13.3. The District may, in its discretion, suspend all or a part the Scope of Services for such duration as determined solely by the District. If the period of suspension directed by the District exceeds sixty (60) or more consecutive calendar days and such suspension is not caused in whole or in part by the neglect or fault of the Consultant or any District approved Sub-consultant or Consultant's breach of this Agreement, upon resumption of the Scope of Services, the Contract Price shall be subject to adjustment to reflect actual costs and expenses incurred by the Consultant as a direct and sole result of the suspension directed by the District.

13.4. In the event of a dispute between the Consultant and the District, Consultant agrees that it will not stop work under this Agreement pending the resolution of any such dispute

**14. GENERAL PROVISIONS.**

14.1. Neither party shall delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without the other party's prior written consent, and any attempt to do so shall be void and of no effect. District shall not be obligated or liable under this Agreement to any party other than Consultant. Notwithstanding anything to the contrary in this section 14.1, District shall have the right to use the services of third party service providers as reasonably necessary in District's sole discretion to carry out its obligations under this Agreement. Such third parties service providers shall include, but not be limited to, project managers and construction management companies.

14.2. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

14.3. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

14.4. The waiver by District or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by District or Consultant unless in writing.

14.5. Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in District's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

14.6. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and reasonable attorneys' fees expended in such action. The venue for any litigation shall be San Diego County, California.

14.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

14.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.

14.9 All documents referenced as exhibit(s) in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

14.10 Time is of the essence to this Agreement. The time for performance of any obligation hereunder by either Party shall be extended only if performance of the obligation is delayed or prevented by the conduct of the other Party, acts of God, labor disturbances or other events outside of the control of the Parties.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute the Agreement on the dates set forth below.

PALOMAR COMMUNITY COLLEGE DISTRICT

BY: \_\_\_\_\_  
Ron Ballesteros-Perez, Asst. Superintendent  
Vice President, Finance & Administrative Services

Date: \_\_\_\_\_

CONSULTANT NAME

BY: \_\_\_\_\_  
Name & Title of Authorized Signer

Date: \_\_\_\_\_

Attachments:

[Exhibit A – Services & Fee Schedule](#)  
[Exhibit B – RFQ](#)

**EXHIBIT D**  
**NON-COLLUSION AFFIDAVIT**

State of California )  
County of \_\_\_\_\_ )

I, \_\_\_\_\_ declare as follows:

That I am the \_\_\_\_\_ of \_\_\_\_\_,

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

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

\_\_\_\_\_  
Proper Name of Proposer

\_\_\_\_\_  
*Signature of Authorized Agent/Officer*

\_\_\_\_\_  
Date

**EXHIBIT E**

**HOLD HARMLESS AGREEMENT**

The Firm agrees to and does hereby indemnify and hold harmless the District, its officers, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense, or any nature whatsoever, which may be incurred by reason of:

Liability for damages for (1) death or bodily injury to persons, (2) injury to, loss or theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Firm or any person, firm or corporation employed by the Firm upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence, willful misconduct, or active negligence of the District, its officers, employees, agents or independent consultants who are directly employed by the District; and

Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Firm, or any person, firm, or corporation employed by the Firm, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school District property, if the liability arose from the negligence or willful misconduct of anyone employed by the Firm, either directly or by independent contract.

The Firm, at his own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

SUBMITTED BY:

\_\_\_\_\_  
Proper Name of Proposer

\_\_\_\_\_  
*Signature of Authorized Agent/Officer*

\_\_\_\_\_  
Print Name of Authorized Agent/Officer

\_\_\_\_\_  
Print Title of Authorized Agent/Officer

DATE: \_\_\_\_\_

EXHIBIT F

**CERTIFICATION REGARDING WORKERS' COMPENSATION**

State of California Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation in one or more insurers duly write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I am aware of the provision of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of work of this Contract.

\_\_\_\_\_  
Proper Name of Proposer

\_\_\_\_\_  
*Signature of Authorized Agent/Officer*

\_\_\_\_\_  
Date

In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.

**EXHIBIT G**  
**PALOMAR COLLEGE NON-DISCLOSURE AGREEMENT**

Firm: \_\_\_\_\_  
RFQ #200-19 PeopleSoft Consultant 2018

a) Confidential Information. "Confidential Information" means any proprietary or confidential information as such terms are most broadly defined under applicable law; including Palomar College's non-public institutional information, student, and employee data; Palomar College's PeopleSoft screens, documentation, forms, technical specifications, access procedures, system security information, software, methods, reports and lists. Each party agrees that it (i) will not copy or use any of the other party's Confidential Information in any way, except as permitted by a binding Agreement among the parties, (ii) will not disclose any of the other party's Confidential Information to any third party, except as required by law or to its attorneys and accountants as reasonably necessary, and (iii) will protect the other party's Confidential Information reasonably and with due care. Information is not Confidential Information if a party can clearly show that it (i) became known to the receiving party prior to receipt from the disclosing party, (ii) has become publicly known, except through breach of this Agreement, or (iii) is independently developed without reference to Confidential Information. Contractor further acknowledges that knowingly or negligently sharing Palomar College Confidential Information constitutes an act of bad faith and breach of this Agreement.

b) FERPA Compliance. Contractor agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99). Contractor shall not use or disclose confidential information received from or on behalf of Palomar College (or its students) except as permitted or required by a binding Agreement among the parties, as required by law, or as otherwise authorized in writing by Palomar College. Contractor agrees not to use Confidential Information for any purpose other than the purpose for which the disclosure was made. Upon termination, cancellation, expiration or other conclusion of a binding Agreement among the parties through which Confidential Information was disclosed in the course of such Agreement, Contractor shall return all of Palomar College's Confidential Information to Palomar College or, if return is not feasible, destroy any and all of Palomar College's Confidential Information in Contractor's possession. If Contractor destroys the information, it shall provide Palomar College with a certificate confirming the date of destruction of the data. Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Confidential Information received from, or on behalf of Palomar College or its students. These measures will be extended by contract to all subcontractors used by Contractor. Contractor shall, within one day of discovery, report to Palomar College any use or disclosure of Palomar College's Confidential Information not authorized by a binding Agreement among the parties or in writing by Palomar College. Following this report, Contractor will conduct a timely and thorough investigation in an attempt to identify: (i) the nature of the unauthorized use or disclosure, (ii) the data used or disclosed, and (iii) who made the unauthorized use or received the unauthorized disclosure. At the conclusion of this investigation, Contractor will furnish a confidential written report to Palomar College indicating the results of the investigation, what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

\_\_\_\_\_  
Proper Name of Proposer

\_\_\_\_\_  
*Signature of Authorized Agent/Officer*

Date: \_\_\_\_\_

**Exhibit H  
Evaluation Criteria**

Name of Firm:	Satisfactory Response (Y/N)	Comments	Points	Recommend to Qualify (Y/N)
Cover Letter				
Background Information				
Personnel Resumes				
California Community College Experience				
References				
Sample Documentation				
Other (explain)				
Senior Technical Programming Experience				
Campus Solutions				
Human Capital Management				
Financials				
Senior System Administrator Experience				
Development Experience				
Work Centers				
Activity Guides				
Workflows				
Dashboards				
Security Configurations				
Mobile				
PeopleSoft Secure Enterprise Search				
PeopleSoft Interaction Hub				
FLUID Interface Development				
Web Services Development				
Data Archive Manager				
Integration Broker				
Multi-channel Framework				
Converting Crystal Reports to BI Publisher Reports				
California Community Colleges business practices				
Business Process Analysis				
Business Process Implementations utilizing PeopleSoft				



**Exhibit H  
Evaluation Criteria**

Name of Firm:	Satisfactory Response (Y/N)	Comments	Points	Recommend to Qualify (Y/N)
Technical Configuration/Implementation Experience				
Curriculum and Schedule Management				
Admissions and Records				
Financial Aid				
Human Resources				
Payroll				
Fiscal Services				
Budgeting				
Purchasing				
General Ledger				
Asset Management				
Accounting				
Student Receivables				
Cross functional team consulting				
Knowledge of Legislation and court findings related to CCC Functional areas				
3rd Party Product Integrations				
Campus Solutions				
Human Capital Management				
Financials				

TOTAL \_\_\_\_\_

Interview (Y or N): \_\_\_\_\_

Committee Member: \_\_\_\_\_