



LOS ANGELES COMMUNITY COLLEGES

770 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90017 • (213) 891-2000

CITY • EAST • HARBOR • MISSION • PIERCE • SOUTHWEST • TRADE-TECHNICAL • VALLEY • WEST

ADMINISTRATIVE OFFICES • Marshall "Mark" Drummond, *Chancellor*

INVITATION FOR BIDS

January 21, 2010

TO: INTERESTED BIDDERS

SUBJECT: IFB NO. 10-01; COMPREHENSIVE & SPECIALIZED COLLEGE ENTERPRISE AUTOMATION SYSTEM FOR PIERCE COLLEGE

The Los Angeles Community College District is currently soliciting bids for a comprehensive & specialized College Enterprise Automation System for Pierce College. Details of the specifications and bid conditions are contained in the enclosed Bid Form.

If interested, your bid must be submitted on the enclosed Bid Form, including the documents listed under **Section #4, Page 2 – Bid Content and Format and all responses required in Appendix A – Requirements & Specifications**. **The bid submission deadline is 2:30 p.m. on February 18, 2010.** Bids submitted after this date and time shall be returned to the bidder unopened.

Should you have any questions, please contact the individuals listed ***under Section #3, Page 1 of the Bid Form.***

Sincerely,

James B. Watson
Contracts & Purchasing Manager

JBW:FB

INVITATION FOR BIDS

**COMPREHENSIVE & SPECIALIZED
COLLEGE ENTERPRISE AUTOMATION SYSTEM**

**FOR
PIERCE COLLEGE**

INVITATION FOR BID (IFB) No. 10-01

**LOS ANGELES COMMUNITY COLLEGE DISTRICT
CONTRACTS OFFICE – 6TH FLOOR
770 WILSHIRE BLVD.
LOS ANGELES, CA 90017**

CONTENTS

BID CONDITIONS AND INSTRUCTIONS

1. Solicitation of Bids
2. Submission of Bids and Opening Date
3. Contact Persons
4. Bid Content and Format
5. Bid Bond
6. Meeting Bid Specifications
7. Interpretation of Bid Documents
8. Questions from Bidders
9. IFB Addenda/Clarifications
10. Requirements
11. Authorized Signatures
12. Exemption from Disclosure
13. Exceptions/Deviations
14. Bid Price to be Accurate and Complete
15. Withdrawal of Bid
16. Bid Constitutes an Offer
17. System Demonstration
18. Basis of Award
19. Acceptance of Bids
20. Default
21. Performance Bond
22. Term of Maintenance and Software Support Agreement(s)

BID PAGE 1 – Bid prices

BID PAGE 2 – Bid prices for maintenance and software support

BID PAGE 3 – Statement of Intent

BID PAGE 4 – Noncollusion Affidavit

BID PAGE 5 – Certification of Non-Discrimination

APPENDIX A – Requirements & Specifications

APPENDIX B – Standard Agreement

BID CONDITIONS AND INSTRUCTIONS

1. SOLICITATION OF BIDS. The Los Angeles Community College District (District), a public institution of higher education, is soliciting bids to furnish the following:

**Comprehensive & specialized college enterprise automation system for Pierce College,
6201 Winnetka Avenue, Woodland Hills, California 91371**

The competitive method used for this solicitation is an Invitation For Bids (IFB). Selection of a successful bidder (alternately referred to as "bidder" or "vendor" in this Invitation For Bids) will be made through competitive bidding procedures.

2. SUBMISSION OF BIDS AND OPENING DATE. **One (1) printed original and TWO (2) printed copies** of a bid must be submitted in a sealed envelope plainly showing the bidder's legal name, IFB Number 10-01, and the Bid Opening Date of February 18, 2010. Mail or deliver bids as follows:

BID SUBMISSION DEADLINE: On or before 2:30 P.M. on February 18, 2010

**LOCATION: Los Angeles Community College District
Contracts Office, Sixth Floor
770 Wilshire Boulevard
Los Angeles, California 90017**

Bids must be received in the Contracts Office of the Los Angeles Community College District no later than the above time and date, and shall be opened in public shortly thereafter.

No bids will be accepted after the bid submission deadline. Any bid received after the scheduled bid submission deadline will be returned to the bidder unopened.

If a bid is hand-delivered, ample time should be allowed for downtown Los Angeles traffic and parking. The District shall not be responsible for, nor accept as a valid excuse for late bid delivery, any delay in mail service or other method of delivery used by the bidder, or any reason whatsoever, including but not limited to weather or traffic conditions, illness, accident, delivery to wrong location, courier or parking problems, etc. No fax, telephone or e-mailed bids will be accepted.

3. CONTACT PERSONS. The District contact persons for this bid are given below. Bidders requiring clarification of the intent or content of this bid, or bidders who did not receive all the materials, must contact the relevant District contact person.

Questions regarding the requirements should be directed to:

Greg Osweiler, Bookstore Manager
Pierce College
6201 Winnetka Avenue
Woodland Hills, California 91371
Phone: 818-710-2847

Contractual or bid procedure questions should be directed to:

Fabbee Buñag, Contracts Analyst
Los Angeles Community College District
Contracts Office
770 Wilshire Boulevard, 6th Floor
Los Angeles, California 90017
Phone: 213-891-2430

No individual employee of the District has the authority to modify orally the terms of this bid.

4. **BID CONTENT AND FORMAT.** Bidders are cautioned to keep the bid pages intact and return all of the following documents when submitting their bid. Failure to submit the complete bid pages may invalidate the bid.
 - A. Bid Pages 1 & 2 - Bid Prices
 - B. Bid Page 3 - Statement of Intent
 - B. Bid Page 4 - Noncollusion Affidavit
 - C. Bid Page 5 - Certification of Non-Discrimination
 - D. Responses required in Appendix A - Requirements & Specifications
 - E. Bid Bond (as required per Section #5)
 - F. If applicable, bidders shall also submit "Exemption from Disclosure" (per Section #11) and "Exceptions and Deviations" (per Section #13)
5. **BID BOND.** The bidder shall furnish a bid bond in an amount not less than ten percent (10%) of the aggregate payments to be made under the contract. If the bidder's bid is accepted by the District, the bid bond shall remain in effect until contract execution. If the bidder fails to execute said contract, the sum guaranteed by the bid bond shall be forfeited to the District. The bid bond must be included with the bidder's bid when submitted by the bid submission deadline. The bid bond shall be made payable to *Los Angeles Community College District*.
6. **MEETING BID SPECIFICATIONS.** The services offered by the bidder must meet the specifications as described in this Bid Form. The District reserves the right to reject as non-responsive any bid that does not meet the specifications as herein described.
7. **INTERPRETATION OF DOCUMENTS.** If any person contemplating submitting a bid is in doubt as to the true meaning of any part of the bid documents, or finds discrepancies in or omissions from the documents, he or she may submit to the District a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the bid documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the bid documents. No person is authorized to make any oral interpretation of any provision in the bid documents to any bidder, and no bidder is authorized to rely on such unauthorized oral interpretation.
8. **QUESTIONS FROM BIDDERS.** Questions regarding this IFB(except to inquire about the number of addenda issued) must be put in writing and received by the District no later than February 5, 2010. Written questions are to be submitted as follows:

By mail: Los Angeles Community College District
Contracts Office, Sixth Floor
770 Wilshire Boulevard
Los Angeles, California 90017

By fax: 213-891-2490

The District shall not be obligated to answer any questions received after the above-specified deadline or submitted in a manner other than as instructed above. Bidders are instructed not to contact District personnel in any other manner concerning this IFB. Unauthorized contact with any District personnel may, at the District's sole discretion, be cause for disqualification of a proposer.

9. **IFB Addenda/Clarifications.** If it becomes necessary for the District to revise any part of this IFB, or to provide clarification or additional information after the bid documents are released, a written addendum will be sent to each recipient of record of the original IFB. Recipients of record are those parties that obtained a copy of the IFB directly from the District's Contracts Office. Addenda will be sent by fax and/or first-class U.S. Mail. It shall be the responsibility of the bidders to inquire of the District as to any addenda issued. This may be done by calling the Contracts Office at (213) 891-2430 prior to the bid submittal deadline. All addenda issued shall become part of the IFB.

10. REQUIREMENTS. Bidder shall be responsible for becoming familiar with the requirements of the District pertaining to this solicitation for bids, and shall rely solely upon his or her own independent judgment, and not upon any statements or representations made by the District, whether express or implied. Bidder's failure to become acquainted with the District's requirements shall in no way relieve that bidder from any obligation with respect to this bid or to the resulting agreement. The submission of a bid shall be taken as *prima facie* evidence of compliance with this section.

Pursuant to the above, if the bidder desires to acquaint himself with the location and layout of the College, the bidder shall contact the College contact person to arrange and complete an appointment for this purpose prior to the bid submission deadline.

11. AUTHORIZED SIGNATURES. The Statement of Intent, Noncollusion Affidavit and Certification of Non-Discrimination are to be signed by the bidder's authorized signatory and must be submitted by the bidder in the sealed envelope along with its bid. The District is unable to accept any bid submitted without these statements completed and signed by the bidder's authorized signatory.
12. EXEMPTION FROM DISCLOSURE. Bids will remain confidential in their entirety until the evaluation and analysis process is complete and a recommendation of an award has been submitted to the Los Angeles Community College District, except for information declared at the bid opening date. All bids submitted will become the property of the Los Angeles Community College District. The preparer must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that the preparer claims are exempt from disclosure under the Public Records Act (California Government Code Section 6250 et seq.). Any bidder claiming such an exemption must also state in the bid that "the bidder agrees to indemnify and hold harmless the Los Angeles Community College District, its Board of Trustees, and its officers, employees and agents, from any claims, liability, or damages against, and to defend any action brought against above said entities for their refusal to disclose such material, trade secrets, or other proprietary information by any party." Failure of a bid to include such a statement will be deemed a waiver of any exemption from disclosure under the Public Records Act.
13. EXCEPTIONS AND DEVIATIONS. Any exceptions to or deviations from the requirements set forth in this bid, including the terms and conditions contained in the Standard Agreement (Appendix B), must be declared in the bid submitted by the bidder. Such exceptions or deviations must be segregated as a separate element of the bid under the heading "Exceptions and Deviations". ***Exceptions or deviations which are in conflict with the District's terms and conditions may render the bid non-responsive.***
14. BID PRICE TO BE ACCURATE, COMPLETE AND VALID. The Bidder must provide price information for all items on the Bid Form. Failure to do so may invalidate the bid. The price bid must be accurate, complete and must be valid for the initial term of the contract. The bidder is responsible for the accuracy of the bid submitted, and no allowance will be made for error or price increases that the bidder later alleges are retroactively applicable. Prices listed shall be F.O.B. delivery point.

All expenses incurred by the bidder in preparing the bid shall be borne solely by the bidder.

15. WITHDRAWAL OF BID. The bidder may withdraw a previously submitted bid at any time prior to the bid submission deadline.
16. BID CONSTITUTES AN OFFER. The bidder selected for contract award through this bid shall be required to enter into a written agreement with the District. The Standard Agreement presented in Appendix B of this bid is the agreement proposed for execution. It may be modified by the District to incorporate other pertinent terms and conditions set forth in this bid, including those added by addendum, and to reflect the bidder's offer or the outcome of contract negotiations, if any, conducted with the bidder. Exceptions to the terms and conditions of the District's Standard Agreement, or the bidder's inability to comply with any of the provisions of the Agreement, must be declared in the bid.

The agreement which the successful bidder will be required to execute incorporates all specifications, terms and conditions included in the bid documents, and all bid documents shall be carefully examined by the bidder.

17. SYSTEM DEMONSTRATION. The District will require selected bidders to demonstrate the bid systems at the bidders' location within the Los Angeles area by **March 11, 2010**. Bidders who fail to complete the demonstration may be disqualified at the discretion of the District.

The demonstration shall include the actual operation of the proposed system meeting the specifications required in this IFB. Any change to this date shall be issued as an addendum to the bid document and issued to all prospective bidders.

18. BASIS OF AWARD. Award of the contract will be made to the lowest responsible bidder whose bid meets the specifications described herein.
19. ACCEPTANCE OF BIDS. Final acceptance of all bids shall be made by the Board of Trustees at a public meeting within approximately ninety (90) days from the date of the bid opening. The Los Angeles Community College District reserves the right to reject any or all bids if it deems such action is in the best interest of the District. The District also reserves the right to waive any and all technicalities and non-substantive defects in any bid.
20. DEFAULT. In the event that an apparently successful bidder defaults or fails to execute the contract, the District may, at its election, accept the next lowest bid, or reject all bids and solicit new bids at that time.
21. PERFORMANCE BOND. Upon issuance by the District of the Notice of Award or at the time of contract execution, the successful bidder shall furnish a Performance Bond executed by a responsible surety company or companies, authorized by the California Department of Insurance to do business in California and on file with the Los Angeles County Clerk, in an amount not less than one hundred percent (100%) of the estimated aggregate payment to be made under the contract, conditioned upon the faithful performance by the Contractor of its contractual obligations.

The surety or sureties on the bond furnished must be satisfactory to the District. If during the term of the contract or during the term of the system installation and implementation any of the sureties, in the opinion of the District, are or become irresponsible, the District may instruct the Contractor in writing to provide other or additional sureties, which the Contractor in writing to provide other or additional sureties, which the Contractor/successful bidder shall furnish to the satisfaction of the District within ten (10) days after notice. If the Contractor fails to so furnish additional or other sureties, the District may terminate the contract and/or suspend all payments. The Performance Bond shall remain in effect for 90 days after the System is installed and accepted by the District.

22. TERM OF MAINTENANCE AND SOFTWARE SUPPORT AGREEMENT. The agreement(s) for maintenance of the System hardware and System software support shall be **for an initial period of three years and may be renewed for up to two (2) additional one-year periods at the option of the District**, unless terminated earlier in accordance with the provisions for termination specified hereunder.

BID PAGE 1

BID PRICES

**BIDDERS ARE CAUTIONED TO COMPLETE ALL ITEMS AND TO SIGN THE BID FORM.
FAILURE TO DO SO MAY INVALIDATE THE BID.**

TO THE BOARD OF TRUSTEES OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT:

The undersigned bidder, having become familiar with the specifications, general contract conditions, bid conditions and instructions for completing the Bid Form, hereby offers to provide the services in accordance with its bid and subject to the terms and conditions set forth herein by references and attachments.

Summarize below the initial cost to purchase, install and maintain the system for an initial three-year period:

Total Cost of Back-Office Computer Hardware	\$ _____
Total Cost of Back-Office Computer Software	\$ _____
Total Cost of POS System Hardware	\$ _____
Total Cost of POS System Software	\$ _____
Total Cost of Application Software	\$ _____
Total Cost of Installation/Implementation	\$ _____
Total Training Costs	\$ _____
Total 3-year Hardware Maintenance Cost (Provide annual and itemized costs on Bid Page 2)	\$ _____
Total 3-year System Software Support Cost (Provide annual and itemized costs on Bid Page 2)	\$ _____
TOTAL COST:	\$ _____

BID PAGE 2

BID PRICES FOR MAINTENANCE AND SOFTWARE SUPPORT

Upon expiration of the manufacturer's warranty for the System, bidder offers to supply the services described below and conforming to the specifications set forth in this IFB.

Bidder may itemize costs for specific equipment using additional pages, if necessary, for the following:

1. MAINTENANCE OF SYSTEM HARDWARE

First-year Cost	Second-year Cost	Third-year Cost
\$ _____	\$ _____	\$ _____

Emergency or "after hours" cost, if any:

First-year Cost	Second-year Cost	Third-year Cost
\$ _____ per _____	\$ _____ per _____	\$ _____ per _____

B. SYSTEM SOFTWARE SUPPORT

First-year Cost	Second-year Cost	Third-year Cost
\$ _____	\$ _____	\$ _____

Emergency or "after hours" cost, if any:

First-year Cost	Second-year Cost	Third-year Cost
\$ _____ per _____	\$ _____ per _____	\$ _____ per _____

BID PAGE 3

STATEMENT OF INTENT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH ITS BID

TO THE BOARD OF TRUSTEES OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT:

The undersigned bidder, having become familiar with the specifications, general contract conditions, bid conditions and instructions for completing the Bid Form, hereby offers to provide the products and services in accordance with its bid and subject to the terms and conditions set forth herein by references and attachments.

Bidder _____
(Type or Print Complete Legal Name of Firm)

By _____
(Signature)

Check One:
Sole Ownership _____
Partnership _____
Corporation _____
Other (Specify) _____

Printed Name _____

Title _____

IRS or Social Security No. of Bidder _____

Address _____
Street City State Zip

Phone (____) _____

Fax (____) _____

Date _____

BID PAGE 4

NONCOLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

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

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

IN WITNESS WHEREOF, the undersigned has executed this Noncollusion Affidavit this _____ day of _____, 2010.

By: _____
(Signature)

Name: _____

Title: _____

Address: _____

BID PAGE 5

CERTIFICATION OF NON-DISCRIMINATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Bidder hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual preference, except as provided in Section 12940 of the California Government Code. Bidder shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this _____ day of _____, 2010.

By: _____
(Signature)

Name: _____

Title: _____

Address: _____
