



**COUNTY OF VENTURA
GENERAL SERVICES AGENCY
PROCUREMENT SERVICES
800 SOUTH VICTORIA AVENUE
VENTURA, CA 93009-1080**

**REQUEST FOR PROPOSAL
#5738**

for

Workload Automation Software

**Issued: Monday, June 23, 2014
Due: Tuesday, July 22, 2014 3:00 PM PST**

This Request for Proposal ("RFP") has been posted on the GSA Procurement website for your convenience. Addenda and attachments, if issued, are also posted. It is the Offeror's responsibility to ensure that the entire RFP package, in its latest version, is reviewed prior to submittal of a proposal.

1.1 Introduction/Purpose

The County of Ventura (hereinafter referred to as County) invites your organization to submit a written proposal to provide workload automation software for the Information Technology Services Department of Ventura County. Proposals shall be due no later **Tuesday, July 22, 2014 3:00 PM PST** in accordance with the attached Terms and Conditions, and Instructions to Offerors which by this reference are made a part hereof.

Offerors shall be skilled and regularly engaged in the delivery, implementation, and support of workload automation software.

This RFP is for a comprehensive job scheduling software solution, also known as workload automation. Software will be commercially available off-the-shelf ("COTS").

The County is not soliciting proposals for custom developed software at this time. Proposals should not be submitted for solutions that require any significant portion of the system to be designed/developed.

Offerors that can provide a complete solution, but consider one of their functional areas to be still in development, are encouraged to submit an alternate proposal. This proposal would describe an alternate means of providing a solution for the area not completely developed. The job scheduling software should be easy to interface with other county systems, as needed. Please refer to the table in Attachment A Functional Requirements for a complete breakdown of the requirements.

1.2 Background

The existing Ventura County Financial Management System ("VCFMS") was implemented in November 1997, and the current release of VCFMS software is no longer supported by the vendor CGI Technologies and Solutions, Inc. ("CGI").

In December 2012, the County of Ventura entered into a contract with CGI to upgrade the existing VCFMS from AMS Advantage 2.2 to CGI Advantage 3.10. The upgraded VCFMS is scheduled to go into production on July 1, 2015.

Although CGI Advantage 3.10 is delivered with its own job scheduler, the County is looking to integrate VCFMS with an external job scheduler to leverage the Job Interaction client framework.

Based on the current technical specification document, the County will have seven (7) production servers, which include six (6) Linux servers and one (1) Windows server.

Component	Processor Type	Number of Cores	Memory Requirements (GB)	Disk Storage Requirements (GB)
Web/Application Server	3.3GHz, Intel Xeon	8	16	120
Data Warehouse	3.3GHz, Intel Xeon	4	16	120
Database Server	3.3GHz, Intel Xeon	2	16	120
ETL Server	3.3GHz, Intel Xeon	2	8	120
Reporting Application Server	3.3GHz, Intel Xeon	2	4	120
Reporting Processing Server	3.3GHz, Intel Xeon	4	8	144
3rd Party Server	3.3GHz, Intel Xeon	4	32	72

Based on the modules that the County is implementing, it is estimated that a total of 500 jobs will run on a nightly basis. A job is defined as a single unit of work that executes, in its own thread in the background, independent of other jobs or online transactions that may be executing at the same time.

1. Jobs to run from the financial application server.
2. Jobs to update the financial database server
3. Jobs to back up the financial database server.
4. Jobs to back up the data warehouse server.
5. Jobs to run from the ETL (Extract Transform Load) server.
6. Jobs to update the data warehouse server.
7. Jobs to update the Windows forms server. This could also be jobs that are associated to printing forms.

1.3 Action Dates

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RFP

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The following is an outline of the anticipated schedule for the proposal review and contract award.

Issue Request for Proposal (RFP)	<u>June 23, 2014</u>
Last day for questions	<u>July 11, 2014</u>
Proposals Due	<u>July 22, 2014, 3:00 PM PST</u>
Evaluation-award	TBD
Start Work	TBD

The Contractor shall not commence work until a meeting between representatives of the contractor and the County of Ventura is held. The meeting will be held at a County of Ventura site, at a time and date to be established. The schedule set forth above is subject to change.

1.4 Questions Regarding RFP

All questions concerning this Proposal may be directed to Curtis Heath, Buyer at (805) 654-2483 or Curtis.heath@ventura.org .

SECTION 2 INSTRUCTIONS TO OFFERORS & RULES GOVERNING COMPETITION

2.1 Submittal Deadline

Completed proposals should be sealed and clearly marked: Request for Proposal #5738, for Workload Automation Software, and must be delivered no later than **July 22, 2014, at 3:00 PM PST to:**

County of Ventura
Procurement Services
Hall of Administration/Lower Plaza
800 South Victoria Avenue
Ventura, CA 93009-1080

Please submit one original, marked as "MASTER" and five (5) identical copies of the proposal. Envelopes containing the original and the copies should be marked in accordance with the directions found in section 2.7.

If discrepancies are found between the copies, or between the original and copy or copies, the original "MASTER" will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER", the County reserves the right to use the original as the Master. If no document can be identified as an original, bearing original signatures, proposal may be rejected at the discretion of the County.

Offerors are allowed to submit more than one proposal with different methods of meeting the RFP requirements. When Offeror submits more than one proposal, one proposal shall be marked "Base Proposal" and the others shall be marked "Alternate Proposal 1, Alternate Proposal 2, etc." Each base proposal, and each alternate proposal, shall be submitted in accordance with the terms and conditions of the RFP. The County will not furnish additional packages, but Offeror may reproduce the RFP to submit alternate proposals.

Offerors are responsible for making certain their proposals are received by GSA-Procurement on or before the Proposal Submittal Deadline. The receiving time in GSA-Procurement (address above) will be the governing time for acceptability of proposals. No oral, telegraphic, electronic, facsimile, or telephone proposals or modifications will be considered.

2.2 Proposal Response

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Offerors must submit their proposals and all required information and forms by the submittal deadline. Proposals failing to provide complete information may be deemed non-responsive. Offerors should keep copies of their submittals for future reference.

Offerors who do not wish to respond, but who wish to be kept on the mailing list, must return their proposal forms or a written response indicating "No Proposal." Responses must include name and address of firm.

Offerors who fail to respond to proposal solicitations may be removed from the supplier mailing list.

2.3 Modification of Proposals

Any Offeror who wishes to make modifications to a proposal already received by the County must withdraw its proposal in order to make the modifications. All modifications must be made in ink, properly initialed by Offeror's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Offeror to ensure that modified proposals are resubmitted before the Submittal Deadline.

Offerors may withdraw their proposals at any time prior to the due date and time by submitting notification of withdrawal signed by the Offeror's authorized agent.

Proposals cannot be changed or modified after the date and time designated for final receipt of all proposals

2.4 Opening of Proposals

Proposals will not be opened publicly, but a list of the names of Offerors submitting proposals will be available within a reasonable time after the Submittal Deadline. Proposals will be made public and may be inspected at the time of award.

2.5 Examination of the Request for Proposal

Offerors should carefully examine the entire RFP, any addenda thereto, and all related materials and data referenced, herein, or otherwise available to Offeror.

Offeror shall be presumed to be familiar with all specifications and requirements of this RFP. The failure or omission to examine any form,

instrument or document shall in no way relieve Offerors from any obligation with respect to this proposal.

2.6 Proposal Validity

Proposals submitted hereunder shall be firm for 180 calendar days from the due date unless otherwise qualified.

2.7 Proposal Content/Format

To be considered responsive, proposals should address all items identified in this section.

Please note: Some items require that the Offeror provide a detailed response and/or attachments. Failure to provide a complete response may be grounds for rejection of a proposal.

Furthermore, proposals should be prepared in such a way as to provide a straightforward and concise discussion of the Offeror's ability to provide the services that can best satisfy the requirements herein and meet the needs of the County. Elaborate or unnecessarily lengthy responses and attachments are discouraged.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

In order to facilitate evaluation and comparison, proposals should be submitted in the format described in this section. Format instructions must be adhered to; all requirements and requests for information must be addressed; all requested data must be supplied. Failure to comply with this requirement may be cause for rejection.

Answer on 8 1/2" X 11" sheets. Assemble your proposal in the following order. Present your proposal response in the order that the items are listed, identifying each response by the number. Submit 1 (one) original and five (5) copies of your proposal. To conserve resources, we ask that proposals be submitted on 30% post-consumer paper and be duplexed when possible. In addition, please provide the proposal in PDF on either a USB thumb drive or a CD. Cost proposal should be in Excel format 2003, or newer.

a. Cover Letter/Signature on Proposal

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A cover letter, which shall be considered an integral part of the proposal, shall be signed by individual(s) who is/are authorized to bind Offeror(s) contractually. The signature(s) must indicate the classification or position that the individual(s) hold in the firm.

The cover letter shall designate a person or persons who may be contacted during the period of evaluation with questions or contract issues. Include name(s), title(s), address(es), telephone number(s), fax number(s), and email address(es).

Include in your cover letter, your understanding of the work to be performed under this contract and an Executive Summary that provides a synopsis of the firm's proposal response, which shall reflect a summary of your solution.

b. **Company Profile and Qualifications**

Offeror must provide a company profile. Information provided shall include:

1. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
2. Location of the company offices.
3. Location of the office servicing any California account(s).
4. Number of employees, both locally and nationally.
5. Location(s) from which employees will be assigned.
6. Name, address, and telephone number of the Offeror's point-of-contact for a contract resulting from this RFP.
7. Company background/history establishing that Offeror is qualified to provide the services described in this RFP.
8. Length of time Offeror has been providing services described in this RFP. Please provide a brief description of such services.
9. Offeror's Dun and Bradstreet number.
10. Offeror's bank of record.

Offeror must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any past or pending civil or criminal litigation or investigations which involve the Offeror or in which the Offeror has been found guilty or liable. Failure to fully comply with the terms of this provision may disqualify any proposal. The County reserves the right to reject any proposal based upon the Offeror's prior history with the County or with any other party, which conduct reveals, without limitation, Offeror's prior unsatisfactory

performance, criminal, adversarial or contentious behavior, significant failure(s) to meet contract milestones, or other significant contractual failures.

c. **Personnel Qualifications**

Identify key personnel and their positions within the organization. Provide a resume detailing the experience, level of expertise, and qualifications of the representative/manager and those individuals who will directly support and be involved in meeting the day-to-day requirements of the County.

If you plan to sub-contract work, you must indicate the name and address of each firm and the type of work or tasks they will perform. Identify the personnel to be assigned, their position, qualifications and representative experience.

Subcontractors will be allowed to assist the Contractor with software implementation, but must be approved by the County. With any subcontracting arrangement, the Contractor will assume all responsibility for delivery, installation, maintenance, support service, and any damages directly or indirectly caused by the subcontractor. The County reserves the right to reject any subcontractor for any reason.

d. **Financial Statement**

Offerors must provide a current financial statement or latest annual report. Offerors shall make a definitive statement regarding their financial ability to perform the requirements hereunder.

e. **References**

Offerors should provide a minimum of three (3) references from similar projects performed within the last three years. In addition, include all local government (Southern California) references. Information provided shall include:

1. Client name;
2. Project description;
3. Project dates (starting and ending);
4. Dollar Value;
5. Technical environment;

6. Staff assigned to reference engagement that will be designated for work per this RFP; and,
7. Client project manager name and telephone number.

f. **Offeror Understanding**

Offerors may include an understanding of the County's needs or any other information deemed necessary which may not be required in any other section of the RFP.

g. **Functional Requirements**

This section of the Offeror's proposal will include:

Response to the requirements/specifications as listed in ATTACHMENT A. Complete each column by following the instructions listed. In the **"Yes/No"** column state whether or not your solution complies with the line item. In the **"Availability"** column use the letter codes noted at the top of Attachment A to state how the line item is provided. The **"Comments"** column is provided for the Offeror to mention anything else that may support or give further detail to their proposed solution.

Complete Proposal Form (**ATTACHMENT B**). Proposal pricing shall include everything necessary for completion and fulfillment of the contract. All other costs must be detailed. See section 2.7.j for further description of what to include in Attachment B.

Proposals that do not include a completed Attachment A will be deemed non-responsive.

h. **Section 3 Requirements**

Response on a **point-by-point** basis whether proposal is in compliance with the requirements/specifications of the RFP (Section 3). Address each item in the order given, and identify each response by item number. Submit a full explanation of, and justification for, any exemptions or deviations. Please note, items will require submission of additional documentation.

i. **Compliance with County Standard Contract Terms and Conditions**

Successful Contractor will be required to enter into a written contract.

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Offerors shall review the County's standard contract in Section 4, which shall form the **basis** for any contract entered into hereunder.

Offeror's response shall state on a **point-by-point** basis whether proposal is in compliance with the terms and conditions in Section 4 of this RFP.

Address each item in the order given, and identify each response by item number. Any comments/exceptions to this contract must be included in your proposal. Precise substitute wording must be offered in place of the paragraph objected to. It is not sufficient to state merely that an exception is noted to a particular paragraph.

Deviations considered excessive by the County may reduce or eliminate an Offeror.

Contractor's response should include copies of any, and all, license and maintenance terms and conditions/agreements.

PLEASE NOTE: The sample standard contract attached to this RFP is a template. Please do not attempt to insert missing information and complete the attached sample. Once a vendor is selected, Procurement will work with the selected vendor to draft a vendor-specific contract.

j. **Compensation**

Pricing for the proposed solution must be provided in summary format on Proposal Form Attachment B and in detail on an attached spreadsheet. Each chargeable item of equipment, hardware, license or software must be listed (in plain language description) on the attached spreadsheets. The unit purchase and installation prices must apply from the date of contract until cutover. Add-on unit prices must apply for one full year after final acceptance. Labor costs must be given separately. Include all discounts applicable to the County. This should be submitted in paper form and in PDF or Excel spreadsheet format.

Each subsection of the Cost Proposal must be clearly identified and labeled. Please note that:

- Proposals must be for a fixed price solution.
- Proposal pricing shall include everything necessary for

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completion and fulfillment of the contract. No additional charges (e.g., transportation, out-of-pocket expenses, etc.) will be allowed unless so specified, herein.

- All costs for every component referred to in the proposal, including options, must be included in the cost proposal.
- Any travel costs not included in the detailed cost proposal shall fall under the terms of the County of Ventura travel reimbursement policy.
- Costs must be unbundled and separately listed. Proposals that do not detail specific costs on the provided forms will be considered non-responsive.
- The Offeror shall bear the onus of any errors made in pricing the services (e.g., omitting a component of the services).
- Should the Offeror have failed to either include in the price, or to deliver to the County, any component necessary to perform the functionality or provide services as proposed in the RFP, the Offeror shall be required to provide same at the Offeror's own expense.

k. **Payment Terms**

In this section, Offerors shall indicate their proposed payment terms and identify a payment schedule that is tied to deliverables and acceptable performance.

Offerors shall indicate their offered payment terms. The County will require a holdback of a percentage of the contract monies until final acceptance and sign-off of project.

Discount for payment in less than 30 days may be considered in the evaluation.

2.8 Costs Incurred in Responding

The County of Ventura will not pay any costs incurred in proposal preparation, presentation, demonstration or negotiation, nor does it commit to procure or contract for any services. All costs of proposal preparation shall be borne by the Offeror. It is understood that all proposals, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation will become the property of the County of Ventura when received by the County and may be

considered public information under applicable law. The County assumes no liability for any costs incurred by Offeror's throughout the entire selection process.

2.9 Addenda

The County will issue written addenda to make changes, additions, or deletions to this solicitation. Oral communications regarding this RFP will NOT be valid or binding, nor excuse the successful Offeror of any obligations hereunder, unless set forth in writing by the County. Addenda will be sent to all known Offerors. Offerors must acknowledge and return all Addenda on or before the Proposal Submittal Deadline. It is the responsibility of each Offeror to ensure the County of Ventura has their correct business name and address on file. Any prospective Offeror who obtained a copy of the RFP documents from any other source other than the County is responsible for advising the Procurement Division that they have said documents and wish to receive subsequent Addenda.

2.10 Nomenclatures

The terms "Successful Offeror, Successful Contractor, and Contractor" may be used interchangeably in these specifications and shall refer exclusively to the firm with whom the County enters into a contract because of this solicitation.

The terms "Proposal/Solicitation/RFP" refer to all proposal documents and related addenda produced by the County and provided to prospective Offerors.

2.11 Confidential and Proprietary Data

All materials received relative to this RFP will be kept confidential, until such time an award is made or the RFP is canceled, at which time all materials received will be made available to the public. Proposals received will be subject to Government Code §6250, the Public Information Act. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded.

One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial, or other data whose public disclosure could cause injury to the Offeror's competitive position. If any Offeror

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believes that information contained in its response to this Request for Proposal should be protected from disclosure, the Offeror MUST specifically mark the pages of the response that contains the information.

The County will not honor any attempt by the Offeror to designate its entire proposal as proprietary.

2.12 Commitments, Warranty and Representations

The proposal submitted in response to this RFP will be included as part of the final contract. Offerors are cautioned that if a contract is awarded as a result of this procurement process, any written commitment by an Offeror within the scope of this procurement shall be binding upon the Offeror whether or not incorporated into a contract document. Failure of the Offeror to fulfill any such commitment shall render the Offeror liable for liquidated or other damages due the County under the terms of the Contract. For the purpose of this procurement, a commitment by an Offeror includes:

- Any modification of, or affirmation or representation as to the above, which is made by an Offeror in or during the course of negotiation.
- Any representation by an Offeror in a proposal, supporting document, or negotiations subsequent thereto as to services to be performed, regardless of the fact that the duration of such commitment may exceed the duration of the contract.

2.13 Proposal Validation/Evaluation/Award

a. Validation

Proposals will be checked for the information required to conform to this RFP. Absence of required information may be cause for rejection.

b. Evaluation

The successful Offeror shall be chosen in accordance with, but not limited to, the following criteria:

1. Proven Performance

The Offeror's background, experience, and stability of their firm will be assessed. The evaluation will focus on the firm's record of

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successful service and support to accounts of comparable size and environment. The ability of the Offeror will be evaluated in terms of technical resources, staffing, staff experience, and facilities.

Client references will be contacted, and their responses will become a part of the award/review process.

2. Plan and Approach

Implementation plan and Offeror's method for meeting the delivery and service requirements of this RFP in the most efficient manner will be an important consideration.

3. Requirement/Specifications

The ability to meet the software functionality, warranty, and maintenance requirements/specifications outlined herein.

4. Cost

The Proposals will be evaluated on the basis of the Offeror's reasonableness of cost.

c. Award

Award will be made to the Offeror offering the most advantageous proposal after considerations of all evaluation criteria set forth herein. The criteria are not listed in any order of preference. An Evaluation Committee will be established by the County. The Committee will evaluate all proposals received in accordance with the evaluation criteria.

The Evaluation Committee may also contact and evaluate the Offeror's and subcontractor's references; contact any Offeror to clarify any response; contact any current users of an Offeror's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

The County reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight

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factors and summary of evaluation scores will not be released until after award of proposal. The County shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the County after all factors have been evaluated.

While the County intends to enter a contract for these services, it will not be bound to do so. The County reserves the right to reject any or all proposals.

The County shall be the sole judge of the successful offers hereunder. The County reserves the right to award a contract to other than the Offeror submitting the lowest total price and to negotiate with any or all Offerors. Offerors are advised that it is possible that an award may be made without discussion or any contact concerning the proposals received. Accordingly, proposals should contain the most favorable terms from a price and technical standpoint that the Offeror can submit to the County. **DO NOT ASSUME** that you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

Award will be by means of a written contract with the successful Offeror. A Notification of Intent to Award may be sent to any Offeror selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Offerors unless an agreement is reached. If contract negotiations cannot be concluded successfully, the County may negotiate with the next highest scoring Offeror or withdraw the RFP.

The County Board of Supervisors must approve all contracts resulting from this Request for Proposal if services exceed \$100,000.

2.14 Presentations

Offerors may be invited to make oral presentations to County personnel.

2.15 Site Visits

The County reserves the right to schedule site visits to Offeror's facilities or a current operational site in order to assess the capability and ability of the Offeror to fulfill the contract.

2.16 Additional information

If during the evaluation process, the County is unable to determine an Offeror's ability to perform, the County has the option of requesting any additional information which the County deems necessary to determine the Offeror's ability to perform. The Offeror will be notified and permitted five (5) working days to comply with any such request.

2.17 Errors/Defects in Proposals

If discrepancies between sections or other errors are found in a proposal, the County may reject the proposal; however, the County may, at its sole option, correct any arithmetical errors in price.

The County may waive any immaterial deviation or defect in a proposal. The County's waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the Offeror from full compliance with the RFP requirements, if awarded a contract.

2.18 Rejection of Proposals

County reserves the right to reject the proposal of any Offeror who:

- previously failed to perform adequately for County or any other governmental agency within the previous twelve (12) months;
- submits false, incomplete, or unresponsive statements in a proposal;
- is in default on the payment of taxes, licenses or other monies due County;
- Submit a proposal containing errors or discrepancies.

2.19 Cancellation of RFP

The County reserves the right to cancel this solicitation at any time prior to the submittal deadline.

2.20 Protest Procedures

To be considered, protests must be made in writing, signed by Offeror's authorized representative, and delivered to the Ventura County Procurement Services Manager, GSA/Procurement, 800 South Victoria Avenue, Ventura, CA 93009-1080.

The following conditions apply to proposal protest:

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- a. Before Proposal Submittal Deadline. Protests of specifications, terms, conditions or any other aspects of the solicitation must be made before the Proposal Submittal Deadline.
- b. After Proposal Submittal Deadline. Protest of award must be made, by Offeror, no later than five (5) calendar days after the aggrieved party knows or could have known the facts giving rise to the protest. All protests must include the following information:
 - 1) The name, address, and telephone number of the protestor;
 - 2) The signature of the protestor, or protestor's authorized representative;
 - 3) The solicitation or contract number; and
 - 4) A detail statement of the legal and/or factual grounds for the protest.

The Procurement Services Manager reserves the right to refuse to hear protestors who have not followed the above procedures.

SECTION 3 REQUIREMENTS/SCOPE OF WORK

The requirements described herein are considered reasonable to meet the County's needs. Offeror having alternate proposals to meet these needs may, after responding to the minimum requirements hereunder, offer alternate service levels for consideration by the County.

3.1 Scope of Work

The successful Offeror shall provide commercially available off-the-shelf ("COTS"), Workload Automation Software that meets the requirements set forth in Attachment A. In addition to Attachment A, please provide detailed answers to the following sections 3.1 through 3.10.

In a narrative format, describe in detail your proposed scope of work.

The successful Offeror shall fully identify the licensing model proposed. This will include the unit method (e.g., per installation, per concurrent user, per user, per course), price per unit, and any limitations or permissions associated with said licenses. This should include any licensing required to operate as a User, System Administrator, web-based client, or any other 3rd party software necessary or recommended to successfully deploy and operate the system.

If the Offeror maintains a product plan, provide a copy. If the plan is considered confidential, instead describe the process for items being added, frequency of release, and how it is managed against customer driven incident priorities. In addition, explain how minor/major releases are handled and how often they occur.

Offeror must submit a detailed explanation of the design and features of the system. Include function, model numbers, brands, and specifications/literature.

3.2 Implementation

- Offerors must provide a detailed project/implementation plan describing the methodology to complete the services in a timely, orderly, and least disruptive manner.
- Will a Project Manager be provided from the successful Offeror? If so please follow the requirements of section 2.7.a.
- Will resources be provided remotely or onsite? Please explain.
- The solution will be server based. Please provide all server license agreements and security agreements.

Provide list and description of documentation included in your proposal.

3.3 Support

Describe the annual maintenance and support your company provides for the supplied products. This should include release frequency, sample contents, documentation, the upgrade process, etc.

Describe the "incident" process. Should the software fail to perform in accordance with the requirements or design, the County will need to report the issue, and the Offeror will then have to provide a near-term workaround (if possible) and then a permanent solution. Describe the escalation and prioritization process, as well.

If the Offeror is practicing ITIL (Information Technology Infrastructure Library) processes for customer support, state so.

Provide hours of operation for normal help desk support. Is it included in maintenance?

Do you offer 24 X 7 incident support? Is it included in maintenance?

Provide list and description of documentation included in your proposal.

3.4 User Groups

Describe the product's User Group(s) if any exist. Include the meeting frequency, locations, special interest groups (SIGs), and costs (if any).

Provide list and description of documentation included in your proposal.

3.5 Testing

The Offeror will provide details about the testing during implementation process associated with the final acceptance of its solution. Explain the process for reporting and resolving issues discovered during testing.

If an issue is not deemed to be a showstopper for implementation, describe how the issue is transitioned into the maintenance / help desk mode so that it is not lost.

A sample test plan will be included with the proposal submission.

- How will the solution be integrated to VCFMS?
- How will interfaces be tested?

- How will system reliability be tested?

Indicate acceptance or give alternate.

3.6 Training

The Offeror shall explain in detail the training that will be provided. Include a description of the class, the intended audience, and the duration of the training (hours).

Indicate acceptance or give alternate.

3.7 Warranty

The Offeror will provide a one year warranty for software and documentation. The warranty will apply to the off-the-shelf software, configuration work performed by the Offeror, and documentation (both off-the-shelf and training materials).

Should the County also purchase a maintenance agreement, warranty claims will be processed independently of the maintenance agreement. The goal of this statement is to prevent hours or event limits in the maintenance agreement from being triggered by any warranty claim.

Indicate acceptance or give alternate.

3.8 Documentation

The Offeror will supply the following documentation:

- User manuals, which will be suitable for a normal business worker. Any material changes made resulting from customization or configuration will be included in the manuals.
- Operational documentation, which will be used by County operations staff to operate, backup and maintain the system. This documentation should also include platform configuration information (file locations, backup locations, processing frequencies, etc.).
- Administrator manual, which will cover how to add/remove users, roles, access, field security (if any).
- Upgrade documentation, which describes the process for upgrading releases, dealing with configuration and customization issues, etc.
- User manuals, operational documentation, Administrator manuals, and any other documentation should be provided in electronic format.

Provide list and description of documentation included in your proposal.

3.9 Non-Collusion

If there is reason to believe that collusion exists among the Offerors, the County may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm or corporation that has submitted a sub-proposal to an Offeror, or who has quoted prices on materials to an Offeror, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors. Offerors shall submit with their proposal an executed Non-Collusion Affidavit – ATTACHMENT C.

Indicate acceptance or give alternate

3.10 Permits

Unless otherwise provided herein, successful Offeror shall at its expense obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract. Successful Offeror shall give all public notices necessary for the lawful performance of the contract.

Indicate acceptance or give alternate.

SECTION 4.0

COUNTY OF VENTURA STANDARD CONTRACT

This is a sample contract:

This is a contract between the County of Ventura, hereinafter referred to as "County," and _____ hereinafter referred to as "Contractor." The parties hereto agree as follows:

1. SCOPE OF WORK

Contractor will provide and install all system components (ATTACHMENT A Functional Requirements), including all necessary installation material to provide a turnkey system that meets all terms, conditions, and specifications hereunder.

2. COMPENSATION

Payment shall be made on a net 30 days upon presentation of an invoice to the Ventura County for goods supplied and accepted by County's contract administrator according to the costs attached hereto as attachment A and B according to the terms hereunder.

3. PERFORMANCE PERIOD

The Contractor shall have software listed in Attachment A ready for use on or before the Installation Date specified. Time is of the essence in this contract.

4. SITE PREPARATION

- a. If the system to be installed requires special environmental considerations, Contractor shall provide site preparation specifications for system listed in Attachment A within a reasonable time upon request by the County, unless such specifications have been included in the Contractor's proposal. These specifications shall be in such detail as to ensure that the system, if installed according to these specifications, shall operate efficiently from an environmental point of view and properly from a functional point of view.
- b. The County may prepare a site plan showing the location of each item of system listed in Attachment A and detailing the associated electrical power and environmental control facilities. If requested, the Contractor will review and comment on the adequacy of the County's plan and shall be permitted free access to the site for this purpose. Alternatively, the Contractor may prepare the site plan and will be

permitted free access to the site for this purpose.

- c. The County will cause the site to be prepared in accordance with the Contractor's written minimum site and environmental specifications, unless the Contractor has agreed to be responsible for such site preparation, on or before the Facility Readiness Date specified in Exhibit A.
- d. Any subsequent alterations or modifications to the site which are directly attributable to incomplete or erroneous specifications provided by the Contractor and which involve additional expense shall be made at the expense of the Contractor, to the extent that such costs would not have been incurred had the complete and/or correct specifications been initially provided.

5. INSTALLATION AND DELIVERY DATES

- a. The Contractor shall install system listed in Attachment A ready for use on or before the Installation Date specified. Time is of the essence in this contract.
- b. The County shall provide the Contractor access to the site for the purpose of installing the system prior to the Installation Date. The Contractor shall specify in writing to the County the time required to install the equipment.
- c. The Contractor shall determine that the system is ready for use, and operates in conformance with the manufacturer's published specifications. The Contractor shall then certify in writing that the system is installed and ready to be turned over to the operational control of the County. The Contractor shall also provide to the County appropriate documentation to support the above certification, at which time the County will accept control of the system for the purpose of validating its installation and performance.
- d. Notwithstanding certification by the Contractor that the system has been installed and is ready for use, the system shall not be deemed installed within the terms of this contract until such installation is confirmed by the County through performance of tests mutually agreed to by both parties as being adequate for this purpose.

If the test is successfully completed, the system shall be deemed installed and ready for use as of the date of the Contractor's certification. The County shall immediately begin acceptance testing of the system in accordance with the provisions of Paragraph 7, and

shall notify the Contractor in writing, within ten (10) working days, that the County concurs that the system was installed.

If the Contractor fails to successfully complete the test, the County shall be notified immediately of the failure, with written confirmation to be provided in not more than five working days. Control of the system shall immediately be given to the Contractor. The system shall not be deemed to be installed until the Contractor re-certifies such installation and the above-described test is successfully completed.

6. ACCEPTANCE TESTING

Acceptance testing is intended to ensure that the system provided hereunder operates in substantial accord with Contractor's technical specifications, is adequate to perform as warranted by Contractor, and evidences a satisfactory level of performance reliability, prior to its acceptance by the County. The following test and/or verification procedure will be required prior to final acceptance of the equipment.

a. Verification Step One

All system components will be signed for by authorized County personnel. Such acknowledgement of receipt will be given when system is received without evidence of mishandling. Step One will provide proof of delivery of all contract deliverable items.

b. Verification Step Two

When each deliverable item is installed, it will be checked for completeness, and when stand-alone operation is practical such an operational test will be made. Authorized representatives of Ventura County will sign off this test step. Non-system items such as documentation, training materials, etc., will be acknowledged as received.

c. Verification Step Three

Upon completion of installation, vendor will conduct a demonstration of the total system operation. This demonstration will be observed and successful compliance with the contract provisions will be acknowledged by authorized representatives of the County.

d. If the system does not meet the standards of performance discussed in Paragraph 6a within ninety days after the start of the acceptance testing, the County shall have the option to request a replacement

system, extend the performance period, or terminate the order (or portions thereof) and seek relief as provided in Paragraph 24, "Rights and Remedies of County for Default". The County's option shall remain in effect until such time as the system meets the performance criteria, or 180 consecutive days after the start of the acceptance testing, whichever occurs first.

- e. System shall not be accepted by the County and no charges associated with such system shall be paid by the County until the system has satisfactorily completed the acceptance tests.
- f. Immediately upon successful completion of the acceptance tests, the County shall notify the Contractor in writing of acceptance of the system and authorize payment as listed in Exhibit A attached hereto.

7. TRAINING

The Contractor agrees to provide informal, "hands-on" instruction to mutually agreed upon County personnel in the operation of the equipment, at no additional charge to the County, at mutually agreeable times prior to, or subsequent to, system installation, for purposes of familiarization with all system operation.

8. DOCUMENTATION

The Contractor agrees to provide to the County, at no additional charge, a reasonable number of all manuals and other printed or electronic materials, and up-dated versions thereof, which are necessary or useful to the County in its use of the system to be supplied hereunder. This shall include, but not be limited to, the following:

- Operating instructions
- Complete schematic diagrams
- Troubleshooting procedures
- Functional testing procedures

9. WARRANTY

Notwithstanding the manufacturer's system warranties as applicable, the Contractor shall warrant that all system supplied hereunder shall function in accordance with its published specifications for one year from date the County accepts the equipment. During such warranty period, all hardware/software repairs or deficiencies noted by the County shall be reported to the Contractor for resolve without any charge whatsoever to the County and within a reasonable period of time.

10. PATENT AND COPYRIGHT PROTECTION

The Contractor, at its own expense, shall defend any action brought against the County to the extent that such action is based upon a claim that the system supplied by the Contractor, or the operation of such system pursuant to a current version of Contractor-supplied operating software, infringes a United States patent or copyright.

The Contractor shall pay those costs and damages finally awarded against the County in any such action. Such defense and payment shall be conditioned on the following:

- a. That the Contractor shall be notified within a reasonable time in writing by the County of any notice of such claim; and,
- b. That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

Should the system, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright, the County shall permit the Contractor at its option and expense either to procure for the County the right to continue using the system, or to replace or modify the same so that they become non-infringing.

If, in the sole opinion of the County, the return of such infringing system makes the retention of other items of system acquired from the Contractor under this contract impractical, the County shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such system and refund any sums the County has paid Contractor less any reasonable amount for use or damage. Such indemnity by the Contractor as to use of such system shall not apply to any infringement arising out of the use or in combination with other items where such infringement would not have occurred in the normal use for which the system was developed.

11. DATE/TIME COMPLIANCE WARRANTY

Contractor warrants that the System: (a) has been tested, and shall provide accurate results using data having date ranges spanning the twentieth (20th) and twenty-first (21st) centuries (e.g., 1900-2100); (b) shall manage and manipulate data involving all dates from the 20th and 21st centuries without functional or data abnormality related to such dates; (c) shall manage and manipulate data involving all dates from the 20th and 21st centuries without

inaccurate results related to such dates; (d) shall have user interfaces and data fields formatted to distinguish between dates from the 20th and 21st centuries; and (e) shall represent all data related to include indications of the millennium, century and decade as well as the actual year (the year is represented as a four-digit number).

In the event of a breach of these representations and warranties, which precludes County from operation, as required above, of the System and/or an application or component critical to operation of the System, Contractor shall promptly begin work after telephonic or electronic notice by County on curing such breaches. Contractor shall continue working to cure (with as many workers as are necessary) such breaches on an around-the-clock (24x7) basis until such problems are rectified. County shall not be charged for any work done in connection with this paragraph.

12. TITLE TO EQUIPMENT

Title to the EQUIPMENT (IF ORDERED HEREUNDER) shall remain in the Contractor until such time as the full purchase price and applicable taxes are paid to the Contractor.

13. FORCE MAJEURE

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include, but shall not be limited to, acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

14. HOLD HARMLESS

The Contractor will indemnify, defend and hold harmless the County of Ventura from all liability for any loss, damage, or injury to persons or property arising from or related to the performance of this agreement, including without limitation all consequential damages, whether or not resulting from the negligence of the County of Ventura or its agents and employees.

15. INSURANCE PROVISIONS.

- A. CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:
 - 1. Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$100,000 fire legal liability.
 - 2. Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
 - 3. Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000.
- B. All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR'S insurance coverage and will not contribute to it.
- C. COUNTY is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D. The County of Ventura, its Boards, Agencies, Departments, Offices, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by CONTRACTOR under the terms of this contract on all policies required (except Workers' Compensation).
- E. Contractor agrees to waive all rights of subrogation against the County of Ventura, its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this contract.
- F. Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.

G. CONTRACTOR agrees to provide COUNTY with the following insurance documents on or before the effective date of this contract:

1. Certificates of Insurance for all required coverage.
2. Additional Insured endorsements.
3. 60 Days Notice Cancellation Clause endorsement

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

16. TAXES

The County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on the Contractor or on any taxes levied on employee wages. The County will only pay for any State or local sales or use taxes on the services rendered or equipment, parts supplied to the County pursuant to this contract.

17. INDEPENDENT CONTRACTOR

This contract is for the professional services of Contractor and is non-assignable by Contractor without prior consent by County in writing. In performing these professional services, Contractor is an independent Contractor and is not acting as an agent or employee of the County.

18. CONTRACT MONITORING

The County shall have the right to review the work being performed by the Contractor under this contract at any time during County's usual working hours. Review, checking, approval or other action by the County shall not relieve Contractor of Contractor's responsibility for the accuracy and completeness of the work performed under this contract. This contract shall be administered by the County's contract administrator * or his/her authorized representative.

19. EQUAL OPPORTUNITY

Contractor will not discriminate against any employee, or against any applicant for such employment, because of age, race, color, religion, physical handicap, ancestry, gender, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising,

layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

20. INVESTIGATION AND RESEARCH

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

21. TERMINATION

Upon termination or other expiration of this contract, each party will assist the other party in the orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. Prior to the expiration of this contract, this contract may be terminated for the convenience of both parties by mutual consent.

The County may terminate this contract under the provisions of paragraph 24, "Rights and Remedies of County for Default".

22. ADDENDA

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor, shall be effective when incorporated in written amendments to this contract.

23. CONFIDENTIALITY

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this contract which County requests to be kept as confidential shall not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

Contractor shall insure that such confidential information shall be kept confidential by her employees and/or independent subcontractors.

24. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

- a. In the event any equipment, software, or service furnished by the Contractor in the performance of this contract should fail to conform to the specifications therefore, the County may reject the same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same forthwith, without expense to the County, and immediately to replace all such rejected equipment, software, or service with others conforming to such specifications; provided that should the Contractor fail, neglect or refuse to do so the County shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such equipment, software, or service and to deduct from any moneys due or that may thereafter become due to the Contractor the difference between the price named in this contract and the actual cost thereof to the County.
- b. In the event of the cancellation of this contract, either in whole or in part, by reason of the default or breach thereof by the Contractor, any loss or damage sustained by the County in procuring any equipment, software or service which the Contractor therein agreed to supply shall be borne and paid for by the Contractor.
- c. The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

25. NOTICES

All notices required under this agreement shall be made in writing and addressed or delivered as follows:

TO COUNTY-

VENTURA COUNTY PROCUREMENT SERVICES
HALL OF ADMINISTRATION, LOWER PLAZA
800 SOUTH VICTORIA AVENUE
VENTURA, CA 93009-1080

TO CONTRACTOR-

Either party may, by written notice to the other, change its own mailing address.

26. GOVERNING LAW

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties under this contract, will be construed pursuant to and in accordance with the laws of the State of California.

27. SEVERABILITY OF CONTRACT

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

28. CUMULATIVE REMEDIES

The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this contract.

29. COMPLIANCE WITH LAWS

Each party to this contract will comply with all applicable laws.

30. ORDER OF PRECEDENCE

This contract supersedes all previous agreements, understandings and representations of any nature whatsoever, whether oral or written, and constitutes the entire understanding between the parties hereto.

This Agreement may not be altered, amended, or modified except by written instrument signed by the duly authorized representative of both parties. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order:

1. This Agreement;
2. County of Ventura RFP #
3. Contactor's proposal dated _____

IN WITNESS WHEREOF, the parties hereto have executed this contract.

COUNTY OF VENTURA

CONTRACTOR*

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

Tax Identification Number

CONTRACTOR*

Authorized Signature

Printed Name

Title

Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

NOTE: Please place the appropriate letter designation in the "Availability" column according to the following codes and their description.

F = Fully Provided

P = Partially Provided

3 = Fully Provided through Third-Party Vendor

3P = Partially Provided through Third-Party Vendor

NA = Not Available

If a third-party software is needed to fulfill a function, indicate the software name, vendor, version number, and options in the Comments.

	DESCRIPTION	YES/NO	AVAILABILITY	COMMENTS
GENERAL				
1.1	Scheduler application hosted on a Linux server.			
1.2	Scheduler application hosted on a Windows server.			
1.3	Supports jobs running in Windows and Linux environments.			
1.4	Allow multiple server connections.			
1.5	Scheduler database license is supplied with the product and no database license is required at client site.			
1.6	Scheduler database supports SQL Server or Oracle 11g.			
1.7	Ability to execute Linux shell scripts using the Secure Shell (SSH) protocol.			
1.8	Ability to perform in-and-out file transfers using FTP/ SFTP/ FTPS.			
1.9	Service Level Agreement (SLA) can be established and proactive policies can be put in place to ensure deadlines are met.			

ATTACHMENT A FUNCTIONAL REQUIREMENTS

	DESCRIPTION	YES/NO	AVAILABILITY	COMMENTS
CENTRALIZED MONITORING				
2.1	Ability to manage all jobs and schedules on multiple servers using a centralized scheduling console (Master Console).			
2.2	System view updated dynamically on centralized console.			
2.3	Centralized console is able to refresh automatically when job status or schedule status changes.			
2.4	Ability to view job, job group, or schedule activity on the centralized console.			
2.5	Ability to view real time job statistics such as current time elapsed.			
2.6	Ability to view and filter daily activity jobs and job groups by status.			
2.7	Ability to edit scripts from centralized console.			
2.8	Ability to remotely access the centralized management tool using a web browser interface.			
USER INTERFACE				
3.1	Ability to design and view schedules using a graphical interface (drag and drop controls).			
3.2	Ability to "undelete" mistakenly deleted scheduling objects.			
3.3	Ability to graphically review past scheduling activity.			
3.4	Ability to view schedules in a Gantt chart format.			
3.5	Ability to view daily activity and to customize view.			
3.6	Ability to schedule and execute jobs from a Command Line Interface (CLI).			
3.7	Capable of version control to enable review, automated comparison, and roll-back of changes to schedule definitions.			

ATTACHMENT A FUNCTIONAL REQUIREMENTS

	DESCRIPTION	YES/NO	AVAILABILITY	COMMENTS
JOB MANAGEMENT				
4.1	Ability to schedule a minimum of 500 jobs in a 24-hour interval.			
4.2	Ability to do ad hoc scheduling of jobs.			
4.3	Ability to view and report future schedules that show what is scheduled to run on a given day.			
4.4	Ability to manually override job and schedule status to meet a dependency.			
4.5	Ability to manually restart jobs and job groups.			
4.6	Ability to automatically (failover or wait for a machine) restart jobs and job groups.			
4.7	Ability to manage jobs, job groups, and schedules via commands, i.e., Abort, Hold/Release, etc.			
4.8	Ability to do a mass update for job schedules.			
4.9	Ability to construct draft schedules and to promote them to production.			
4.10	Ability to export job schedules to XML.			
SCHEDULING CONSTRAINTS & DEPENDENCIES				
5.1	Ability to group jobs such that only a single set of scheduling criteria is required for all jobs in the group.			
5.2	Ability to nest jobs and combine jobs in a group.			
5.3	Ability to set dependencies and conditions to jobs and job groups running across platforms.			
5.4	Ability to create custom calendars used for scheduling jobs and job groups.			
5.5	Ability to control which exit codes, return codes or condition codes are considered a failure or success.			
5.6	Ability to define which messages in the system output determine job failure or success.			

ATTACHMENT A FUNCTIONAL REQUIREMENTS

	DESCRIPTION	YES/NO	AVAILABILITY	COMMENTS
5.7	Software is capable of detecting and notifying designer of possible conflicts when creating or modifying a schedule, e.g., Task A is dependent on Task X, but Task X is scheduled to start sometime after Task A completes.			
5.8	Ability to run a number of concurrent jobs on a server			
VARIABLES & DYNAMIC DATA PASSING				
6.1	Ability to pass variable data between jobs and job groups.			
6.2	Ability to search and replace defined variables.			
6.3	Ability to use variables in scheduling parameters.			
6.4	Ability for jobs to pass data to downstream jobs or job groups at execution-time.			
6.5	Ability to pass environment/system variables to jobs or job groups.			
6.6	Ability to substitute variables with a value for almost any "string" property within a job or job group.			
6.7	Ability to use wild cards in scheduling parameters (such as waiting for a file with name = name*).			
6.8	Ability to pass formal parameters to a running job.			
DATE & TIME SCHEDULING				
7.1	Ability to do Gregorian calendar-based date and time scheduling.			
7.2	Ability to schedule jobs by date/time (daily, particular day, weekly, monthly, time ranges, etc.).			
7.3	Ability to apply a time range parameter to control when a job can run, e.g., job can start at noon but no later than 12:30pm.			
7.4	Ability to do date calculations to be performed when scheduling.			

ATTACHMENT A FUNCTIONAL REQUIREMENTS

	DESCRIPTION	YES/NO	AVAILABILITY	COMMENTS
7.5	Supports daylight savings time, weekend, and holiday scheduling.			
7.6	Ability to apply scheduling parameters such as 'run the next business day if date is a non-workday'.			
EVENT SCHEDULING				
8.1	Ability to trigger actions/events depending on job status.			
8.2	Ability to trigger a job or job group based on a file's existence or non-existence.			
8.3	Ability to define mutually-exclusive jobs that cannot run together.			
8.4	Ability to determine if a server is up/down or if a network connection drops, which could trigger a job or job group to run or queue jobs until the server or network connection is back up.			
8.5	Ability to set jobs that don't run on a scheduler failure to run on the scheduler's next availability.			
ALERTS				
9.1	Ability to send email and text notifications.			
9.2	Ability to customize alert notifications.			
9.3	Ability to set alert notifications for jobs and job groups.			
9.4	Ability to alert if jobs or job groups run longer or shorter than expected, or are late in starting.			
9.5	Ability to create an incident in Service Now (client's incident management system) within the scheduler.			
9.6	Ability to send alert notifications on pending jobs.			
9.7	Ability to send alert notifications to operating system consoles.			

ATTACHMENT A FUNCTIONAL REQUIREMENTS

9.8	Ability to send alert notifications for SLA management.			
	DESCRIPTION	YES/NO	AVAILABILITY	COMMENTS
JOB HISTORY & AUDITING				
10.1	Ability to centrally store and manage log files.			
10.2	Ability to capture and view all job execution log files.			
10.3	Ability to review past scheduling activity to support problem analysis and schedule optimization.			
10.4	Capable of a fully searchable job/event history.			
10.5	Ability for the user to configure audit policies and control.			
10.6	Ability to generate and display audit reports (revision history) on jobs/job groups/schedules.			
10.7	Auditing features including before & after view of changes to all workload and product elements.			
10.8	Ability to restore to previous revision setting with full audit tracking and audit details.			
SECURITY				
11.1	Flexible security model that supports the definition of permissions for users and groups to allow granular control of which data can be seen and which actions can be taken by users and/or groups.			
11.2	Ability to provide control over which users can perform which functions.			
11.3	SSL and TLS secured connections between job scheduler and execution agents.			
11.4	Ability to manage authentication via Active Directory and LDAP.			
HIGH AVAILABILITY				
12.1	Ability to support failover to passive/backup scheduler.			

ATTACHMENT A FUNCTIONAL REQUIREMENTS

12.2	Capable of load balancing workload across multiple managed servers.			
	DESCRIPTION	YES/NO	AVAILABILITY	COMMENTS
12.3	Automated job restart on new system on machine failover.			
INSTALLATION				
13.1	Ability to be installed by customer easily.			
13.2	Ability to install quickly for simple configurations and flexible for distributed and heterogeneous environments.			
13.3	Ability to make and apply software configuration changes while the product is running and operational, e.g., adding a new server/agent to the application or central management console without halting any schedules or bringing down the product.			
13.4	Ability to download fixes, patches, and bundles.			

ATTACHMENT B COST PROPOSAL

Compensation/Cost Proposal Overview		
Item no.	Description	Cost
1	Hardware	
2	Software	
3	Implementation Costs	
4	Customization	
5	Training	
6	Support	
7	Documentation	
8	Annual Maintenance	
9	Upgrades/Updates	

ATTACHMENT C

ATTACHMENT "C" – RFP #5738

Non-Collusion Affidavit

To Be Executed By Offeror and Submitted With Proposal

State of California)
County of Ventura ss.

)

_____, being first duly sworn, deposes and says that he or she is (Owner) of _____ (Contractor Name) 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 Offeror has not directly or indirectly induced or solicited any other Offeror to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Offeror or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the Offeror has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Offeror or any other Offeror, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Offeror, or to secure any advantage against the public body awarding the contract of anyone interested in the offered contract; that all statements contained in the proposal are true; and further, that the Offeror 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, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal."

(Date)

(Signed at (Place))

Offeror Name
(Person, Firm, Corp.)

Authorized Representative

Address

Representative's Name

City, State, Zip

Representative's Title