



Request for Qualifications and Proposals (RFQ&P)

No. 2079

Cosmetology and Cosmetician Instruction Services

Proposal Due Date

Friday, March 01, 2019

At 12:00pm

Procurement, Central Services and Risk Management

28000 Marguerite Parkway

Health Sciences – 3rd Floor

Mission Viejo, CA 92692

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Notice to Contractors
Request for Qualification/Proposal (RFQ&P) No. 2079

| | |
|--|---|
| District: | SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT |
| Project: | RFQ&P 2079 Cosmetology and Cosmetician Instruction Services South Orange County Community College District |
| RFQ&P Deadline: | Friday, March 01, 2019 12:00pm |
| Mailing Address & Place of RFQ&P Receipt: | South Orange County Community College District Health Sciences Building, 3rd Floor, Room HS-357 Procurement, Central Services & Risk Management 28000 Marguerite Parkway Mission Viejo, CA 92692 Attn: Nick Newkirk |

NOTICE IS HEREBY GIVEN that the South Orange County Community College District, of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "DISTRICT," will receive up to, but not later than, the above-stated time, responses to the Request for Qualifications and Proposals for the above Project.

There will be a mandatory pre-proposal meeting at 3:30 PM, Wednesday, February 20, 2019 at Saddleback College, Village 7, 28000 Marguerite Parkway, Mission Viejo, CA 92692. A map showing the location for the meeting is included with the RFQ&P document available online. Any proposer that does not attend the entire conference and/or does not arrive on-time shall be deemed non-responsive.

A complete Request for Qualifications and Proposals may be viewed at the Office of the Purchasing and Contracts Manger at the above address, telephone (949) 582-4375 or by email at purchasing-dept@socccd.edu. The documents are also available online at www.socccd.edu at the Bids link.

Any and all questions must be sent via email to Nick Newkirk, Purchasing and Contracts Manager, at nnewkirk@socccd.edu. Firms shall reference RFQ&P 2079: Cosmetology and Cosmetician Instruction Services in the email subject line. The final day for questions shall be February 18, 2019, no later than 5:00 PM.

SOCCCD reserves the right to reject any or all submittals or to waive any irregularities or informalities in any proposals.

No proposer may withdraw any proposal for a period of one hundred eighty (180) calendar days after the submission deadline.

Nick Newkirk
Purchasing and Contracts Manager

PUBLISH: OC REGISTER
February 7, 2019 &
February 14, 2019

RFQ&P No. 2079 Cosmetology and Cosmetician Instruction Services

SCHEDULE

| | |
|--------------------------------------|---|
| Date of Issue / Document Available | 2/7/2019 |
| Advertisement Dates | February 7, 2019 February 14, 2019 |
| Publication | OC Register |
| Requests for Information (RFI) | 2/18/2019 |
| Pre-Proposal Meeting | 2/20/2019 Saddleback College, Village 7 3:30pm-5:00pm |
| District Responds to RFI's | 2/25/2019 End of Day |
| Due Date | Friday, March 01, 2019 12:00pm |
| Interview/Presentations (if needed) | March 4, 2019 Saddleback College, Village 7 Time TBD |
| Contract Negotiations (if needed) | March 5 through March 15, 2019 |
| Anticipated Governing Board Approval | April 22, 2019 |

1. DISTRICT OVERVIEW

South Orange County Community District encompasses 382 square miles in South Orange County serving over 909,000 residents in 26 communities. We know that higher education is directly linked to quality of life and economic vitality. We have helped generations of families achieve their educational and career goals since 1967.

This multi-campus district is comprised of Saddleback College in the City of Mission Viejo (1967), Irvine Valley College in the city of Irvine (1985) and Advanced Technology Education Park (2007) in the city of Tustin.

The District is governed by a seven-member elected Board of Trustees and the district's chief executive officer is the Chancellor.

District Services provides centralized administrative services to our three campuses including: Chancellor and Trustee Services, Business Services, Technology and Learning Services, and Human Resources. These departments provide accounting, benefits, facilities planning, fiscal services, human resources, information technology, institutional research and planning, payroll, public affairs, purchasing, risk management, and warehouse/mailroom services to our district.

The district continually assesses the effectiveness of its services through district-wide surveys, shared governance committees and task forces that are established to accomplish specific projects. Strategic planning is an essential tool for guiding our direction and assuring compliance with accreditation standards.

PROGRAM OVERVIEW

Saddleback College seeks to procure off-campus instruction for the Saddleback College's Cosmetology and Cosmetician Program. California Education Code and Title 5 of the Administrative Code provide that the Board of Trustees may contract with a private post-secondary school to deliver vocational education instruction. Saddleback College has been contracting for off-campus Cosmetology and Cosmetician Instruction services for the past 40 years. The current contracts are set to renew and the college wishes to continue and expand providing this certificate program for students in our community. The District anticipates awarding multiple contracts for cosmetology and/or cosmetician services based on District needs for the programs.

2. INSTRUCTIONS, INFORMATION AND GENERAL CONDITIONS

PURPOSE OF RFQ&P

South Orange County Community College District (SOCCCD) is seeking to retain qualified Contractors to provide Cosmetology and Cosmetician Instruction Services. The District plans to select Contractors with specific experience with California Community Colleges. The entirety of this RFQ&P sets forth the District's requirements in detail. All responses should be submitted in accordance with the terms and conditions contained in the foregoing document.

DEFINITION OF TERMS

- The designation of District refers to the South Orange County Community College District, a political subdivision of the State of California.
- The term "**Proposers**" refers to Contractors that elect to submit proposals for Cosmetology and Cosmetician Instruction Services.
- The terms "**Contract**" and "**Agreement**" shall be used interchangeably within this document.
- Throughout this document, the term "**District**" shall be used to designate the rights and responsibilities of the South Orange County Community College District
- The term "**Proposer**" shall be used to designate the rights and responsibilities of the successful Contractor responding to this RFQ&P.

PROPOSAL QUESTIONS

All questions regarding this RFQ&P should be sent, via e-mail to Nick Newkirk at purchasing-dept@socccd.edu.

Questions will only be accepted until 2/11/2019 no later than 5:00 PM. The e-mail subject line should read: "Your company name/Questions regarding RFQ&P No. 2079." No direct responses will be sent to the company/Contractor asking the question. Questions will be answered in the form of an **addendum** and sent to all potential respondents on/about 5:00PM on 2/19/2019. All addendums to this RFQ&P will be posted on the District's web site.

PROPOSAL SUBMISSION

It shall be the responsibility of the Proposer to ensure that Proposals are received in the following two ways: (1) via email submission **and** (5) hard copy plus USB or CD.

(1) Email Submission: Proposals are to be submitted, via e-mail, to the Purchasing Department no later than **12:00pm** on Friday, March 01, 2019. Submit Proposal to: purchasing-dept@socccd.edu The Proposal must be emailed to the address above as an attachment in Word or PDF format and not exceed file size of 10MB. Proposals with documents exceeding 10MB in size should be saved to a smaller file size or split up and sent as separate emails. Subject line of e-mail containing submitted proposal should include and read "name of your company/submittal for RFQ&P No. 2079 ("Email 1 of XX" if more than one)."

(2) Hard Copy Submission:

Proposer must submit one (1) original and five (5) copies of the proposal, in a 3-ring binder, with tabs and one (1) USB Flash Drive or CD with the proposal saved on it. Emphasis should be on brevity and clarity of contents. Proposals should be in 12-point type. Proposal Forms: A, B, C, D, E, F & G and all Appendices A through E. Proposals submitted in response are to be labeled Form A, B etc. and be in the following order:

1. **Letter of Interest and Qualifications** - Provide a **cover letter** per the requirements of PROPOSAL FORM A.
2. **Personnel and Staffing Resources** - Provide answers to the questions in PROPOSAL FORM B.
3. **Related Experience and Methodology** PROPOSAL FORM C
4. **Fee and Rate Proposal** – PROPOSAL FORM D
5. **General Terms and Conditions**– PROPOSAL FORM E
6. **References** –PROPOSAL FORM F
7. **Addenda Acknowledgement** – PROPOSAL FORM G (1 page)
8. **Appendices**
 - A. Non-Collusion Declaration – Must be notarized
 - B. Equal Opportunity Affirmative Action Statement (requires Corporate Seal)
 - C. Contractor’s Certificate Regarding Worker’s Compensation (requires Corporate Seal)
 - D. Sample Agreement
 - E. Check List

Oral, telephone, facsimile (fax machine) proposals **will not** be accepted.

Hard copies should be packaged in a sealed envelope bearing the name of the Proposer and RFQ&P No. 2079 clearly marked. All proposals must be received on or before the due date and time of **Friday, March 01, 2019 at 12:00pm**. Any proposal received after the scheduled closing time for receipt of proposal will be returned to the proposer unopened or rejected. All sealed proposals must be delivered to:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Attention: Nick Newkirk
Executive Director of Procurement, Central Services & Risk Management
28000 Marguerite Parkway, Third Floor
Mission Viejo, CA 92692
(The Health Sciences Building is located adjacent to Parking Lot 13)

RIGHT TO REJECT

This Request for Qualifications & Proposals does not constitute a commitment by the District to award a contract. The District reserves the right to waive any informalities and to reject any or all proposals and/or to cancel the Request for Qualifications & Proposals. The District expressly reserves the right to postpone the proposal opening date for its own convenience. The award shall be made on the proposal(s) that serve(s) the best interest of the District and will not be evaluated solely on a monetary basis; however, proposers are encouraged to submit their best prices in their proposals. Award will be based on proposer's qualification and best fit as deemed by the District. No contract award shall exist until executed and approved by the District's Governing Board.

MODIFICATIONS TO PROPOSALS

The proposal may be modified after its submission by written notice to the District of withdrawal and resubmission before the date and time specified for receipt of proposals. Modification will not be considered if offered in any other manner. No modifications will be allowed after the RFQ&P due date and time has passed.

PROPRIETARY INFORMATION

In the event any Proposer shall include in the Proposal any information deemed "proprietary" or "protected," such information shall be separately packaged from the balance of the proposal and clearly marked as to any proprietary claim. The District discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The District, as a public entity, cannot and does not warrant that proprietary information will not be disclosed due to the Provisions of the California Public Records Act. The District shall have the right to use any or all information included in the proposals submitted unless the information is expressly restricted by the Proposer.

ORDINANCES, LAWS AND REGULATIONS

The Proposer shall comply with all ordinances, laws, and regulations pertaining to the operation contemplated hereby, including, but not limited to, the California Workers' Compensation Act, the Federal Equal Employment Opportunities Act, and the Americans with Disabilities Act. The Proposer shall apply for, obtain, and maintain in force all permits and licenses required by the various agencies of Federal, State, and local government having jurisdiction over the Proposer operations. All operations and materials shall be in accordance with all applicable Federal, State, County and City laws, statutes and requirements.

WITHDRAWAL OF PROPOSALS

Any Proposer may withdraw their proposal by written request via e-mail to purchasing-dept@socccd.edu at any time **prior** to the deadline set for receipt of proposals. The subject line of the e-mail should include and read: "Your Company Name/Withdrawal of RFQ&P No. 2079." No proposal may be withdrawn or modified after that deadline. Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals provided that they are then fully in conformance with the general terms and conditions of the RFQ&P.

IRREVOCABLE OFFER

Proposals shall be considered irrevocable offers for a period of one hundred eighty (180) days from the date of receipt and may not be withdrawn during this period without consent of the District.

COST OF PREPARING PROPOSALS

Any and all costs associated with the preparation of responses to this Request for Qualifications & Proposals, including site visits, oral presentations and any other costs shall be entirely the responsibility of the Proposer and shall not be reimbursable in any manner by the District.

COMPLETION OF PROPOSALS

Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the District, the information contained therein was intended to erroneously and fallaciously mislead the District in the evaluation of the proposal.

EXAMINATION OF CONTRACT DOCUMENTS

Proposers shall thoroughly examine the contents of this RFQ&P. The failure or omission of any Proposer to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve the Contractor from obligations with respect to this RFQ&P or to the contract to be awarded. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

If any ambiguity, conflict, discrepancy, omission or other errors in the RFQ&P is discovered, then the Proposer shall immediately notify the District of the error in writing and request modification or clarification of the document. All requests for clarifications shall be sent to the Executive Director of Procurement, Central Services and Risk Management by email.

ERROR IN PROPOSAL

Proposer shall be bound by the terms and conditions of the proposal. However, if material errors are found in a proposal, the District may notify the Proposer that the submitted proposal and requires correction of the errors. The District reserves the right to request additional information or clarification to allow corrections of errors or omissions.

INTERVIEWS

The District intends to interview Contractors and has scheduled interviews on March 4, 2019 at Saddleback College in Village 7 at a time to be determined at a later date. Oral presentations will be evaluated and may be subjected to the selection criteria. The District requires that the designated representatives identified in the proposals as being the ones who will be assigned to the District, be present and prepared to respond to District inquiries. The decision to hold interviews and the scope or any limitations thereof shall be at the discretion of the District.

AWARD WITHOUT DISCUSSION

The District reserves the right to make an award without further discussion of the proposals received. Therefore, it is critical that, all proposals be submitted initially in the most favorable terms possible, both economically and technically.

CONTRACT COMMENCEMENT/TERM

It is the intent of the District to commence the resulting contract as soon as possible. Performance period for this contract is anticipated to be from July 1, 2019 through June 30, 2021 with the option of three (3) one (1) year options to extend the term. Term shall not exceed five (5) years.

It is agreed that either Party to this Contract may terminate the Contract at the end of any enrollment term by giving sixty (60) calendar days prior written notice to the other Party; it is also agreed that at the time of termination of this Contract neither party shall have any obligation to the other Party other than payment for authorized services rendered and submittal of required records covering such services prior to the date of termination.

If the Contract is terminated, the awarded bidder must continue provision of training services for currently enrolled students up to the completion of their statutory required hours.

INDEPENDENT CONTRACTOR STATUS

It is expressly understood that the Contractor named in any contract entered into by the District is acting as an "independent contractor" and not as an agent or employee of the District.

SOCCCD MODIFICATIONS TO PROPOSALS

Any interpretation, correction, or change of this RFQ&P will be made by written Addendum. Interpretations, corrections, or changes of this RFQ&P made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes. Any changes or corrections will be issued by SOCCCD. All Addenda issued to this RFQ&P will be posted to the District web site at www.socccd.edu on the bids link. Addenda will also be e-mailed to all that are known to have received a copy of the RFQ&P. **Since failure to acknowledge any addendum(s) may be cause for rejection, Proposers must return the addendum-completed acknowledgment(s) prior to or with the proposal. See Proposal Form G.**

NEGOTIATION

District reserves the right to negotiate the final pricing before award of business.

AWARD OF CONTRACT

The District anticipates awarding multiple contracts for cosmetology and/or cosmetician services based on District needs for the programs. It is anticipated that contracts will be awarded by the Board of Trustees at a regularly scheduled meeting on April 22, 2019. The award will be made to the responsible Contractors judged to offer the most advantages for the District. At the time of the formal award, the apparent successful Contractor must have agreed to contract terms representing the understandings between the parties as to terms and conditions which will govern the relationship of District and Proposer and the obligation of each party for performance of the Agreement.

FINAL CONTRACT

The following documents are considered part of the final Agreement, in order of precedence:

- A. The final Agreement between SOCCCD and the Proposer;
- B. The Proposer's proposal in total, including all addenda and attachments;
- C. This RFP as originally released, with Appendices and any addenda released prior to proposal opening.

All of the above documents are intended to cooperate and be complementary, so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment and transportation necessary for the proper delivery of all services called for in any contract which may arise as a result of this RFP.

NON-COLLUSION DECLARATION

Declarations are required to be completed by the Proposer declaring that the proposal is in all respects fair and without collusion or fraud. Please see Appendix A.

EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT

Proposer must accept and sign the Equal Opportunity and Affirmative Action Statement set forth in Appendix B.

PROHIBITED INTEREST

No official of the District who is authorized in such capacity and on behalf of the District to take part in negotiations or to make, accept or approve this contract, shall have direct or indirect financial interest in the award or any part thereof. Proposer shall receive no compensation hereunder should bidder aid, abet or knowingly participate in violation of this article or breach or violation of this article, the District shall have the right to terminate the contract either in part or in whole and any loss or damage sustained by the District in procuring the services on the open market which the Proposer agreed to perform, shall be borne and paid for by the Proposer.

QUALITY OF WORK

The Proposer shall be responsible for the performance of all work as specified herein and shall guarantee that work will meet or exceed the specifications as set forth herein. If it is determined by the District that such services and/or materials do not meet requirements of the District, the Proposer shall be required to correct the same at their own expense.

QUALITY OF PERSONNEL ASSIGNED TO THE WORK

The Proposer shall not employ on this account any unfit person or anyone not skilled in the work assigned to him/her and shall devote only its best qualified personnel to work under this contract. Should the District deem anyone employed under any contract which may arise as a result of this RFQ&P to be incompetent or unfit for his/her duties and so inform the Proposer, the Proposer shall immediately remove such person from this work and he/she shall not again, without prior written permission of the District, be assigned to work under this contract.

PROPOSER CONDUCT

During the RFQ&P window (from release of this RFQ&P to final award), proposer is not permitted to contact any SOCCCD employees or members of the Governing Board unless at the request of SOCCCD's designated contact person (Nick Newkirk, Purchasing and Contracts Manager) or to fulfill pre-existing contractual obligations. No gratuities of any kind will be accepted, including meals, gifts, or trips. Violation of these conditions may constitute immediate disqualification.

3. EVALUATION OF PROPOSALS

The proposals shall be primarily evaluated based upon qualifications of the Contractor and personnel, demonstrated knowledge and experience with California community colleges, and estimated fees. The District anticipates awarding multiple contracts for cosmetology and/or cosmetician services based on District needs for the programs.

Selection Process

All proposals will be examined for merit and ranked by a screening committee according to quality and responsiveness. The top proposals will be placed on a short list of finalists and may be called for interviews.

Team members giving the presentation shall consist of those who will actually direct, execute, and complete the project. The Contractor or Contractors selected as first choice will be notified and asked to negotiate final terms of the contract. Contracts will be forwarded to the Board of Trustees for approval and authorization to proceed.

Content and Order of RFQ&P Response

Contractor's proposal should be concise and contain the following sections in order as shown. RFQ&P responses submitted in formats other than that prescribed below may, at the sole discretion of the District, be rejected. All sections identified below must be included for the RFQ&P response to be considered complete and must be divided into tabbed sections.

| Proposal Form | Section Title | Points |
|----------------------|---------------------------------------|---------------|
| A | Letter of Interest and Qualifications | 15 |
| B | Personnel and Staffing Resources | 15 |
| C | Related Experience and Methodology | 30 |
| D | Fee and Rate Proposal | 30 |
| E | General Terms & Conditions | 5 |
| F | References | 5 |
| | Total | 100 |

4. SPECIAL REQUIREMENTS

1. **Standard of Care.** CONTRACTOR shall provide the Services herein using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms of this AGREEMENT, and all applicable laws, codes, rules, regulations or ordinances.
2. **Article 5 Compliance.** The CONTRACTOR shall comply with all provisions of Article 5 (commencing at Section 8090) of Division 1, Part 6, Education Code, State of California, applicable to said CONTRACTOR'S school to which the DISTRICT'S students are to be assigned, including, but not limited to, the holding by CONTRACTOR of this valid certificate of course approval and a license as a private, post-secondary vocational school for COSMETICIAN instruction and training; it being agreed that:
 - a. The CONTRACTOR shall submit to the DISTRICT evidence of compliance with this certificate and license requirement prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school; and
 - b. The CONTRACTOR shall continue to operate such a school during the term of this Contract.
3. **Higher Education Act of 1965.** The CONTRACTOR shall comply with applicable provisions of the Higher Education Act of 1965, as amended.
 - a. Prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school, shall submit to the DISTRICT evidence of such compliance.
 - b. The CONTRACTOR is responsible for notifying the DISTRICT when it loses Title IV eligibility. If the CONTRACTOR fails to notify the DISTRICT that it lost Title IV eligibility, the CONTRACTOR is liable for disbursements made to students.
4. **Title VI Compliance.** The CONTRACTOR shall comply with applicable provisions of Title VI of the Civil Rights Act of 1964, and, prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school, shall submit to the DISTRICT evidence of such compliance. "CONTRACTOR agrees that it will not unlawfully discriminate against any person because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status or sex of such person." In addition, CONTRACTOR shall comply with Title 9 of the Higher Education Act of 1972, Presidential Executive Order 11246 and subsequent amendments, and all applicable State and Federal Health and Safety regulations.
5. **Vocational Education Plan.** The DISTRICT and the CONTRACTOR shall comply with all applicable general provisions of the California State Plan for Vocational Education and all special provisions in such Plan relating to instruction in the vocational area of which COSMETICIAN is a part.

6. **Accreditation.** The CONTRACTOR'S school must be currently accredited by the National Accrediting Commission of Career Arts and Sciences (NACCAS). If CONTRACTOR'S school is not accredited, it must be in process and accredited by no later than December 31, 2019.
7. **State of California Bureau of Consumer Affairs, Board of Barbering and Cosmetology.** CONTRACTOR shall have current and valid licensure from the State of California Bureau of Consumer Affairs, Board of Barbering and Cosmetology.
8. **Bureau for Private and Post-Secondary Education (BPPE).** Contractor shall have current recognition to provide instruction by the Bureau for Private and Post-Secondary Education (BPPE)
9. **Experience.** CONTRACTOR must have at least three (3) years in business, management, or operations.
10. **State and Federal Compliance.** The CONTRACTOR shall provide, operate, and maintain at its school, physical facilities that comply with requirements of all federal and state laws and statutes including safety and health regulations, applicable to its operations as a private, post-secondary vocational school for cosmetology and/or cosmetician instruction and training.
11. **Instructional Personnel Minimum Requirements.** All instructional personnel must meet the following minimum requirements:
 - a. Bachelor's Degree and two (2) Years Experience
 - b. AA Degree and six (6) Years Experience
 - c. Equivalent educational and applicable experience to the aforementioned requirements (as determined by the DISTRICT).
12. **Maintain School.** The CONTRACTOR shall provide operate and maintain at its school, approved equipment and instructional materials for the courses offered, and the number of students in attendance. CONTRACTOR must keep their facility in good, working condition and abide by all applicable Federal, State, and City codes related to their facility.
13. **Records.** The CONTRACTOR shall maintain accurate records of attendance, grade reports, and progress for each student, and shall submit to the DISTRICT such information from such records as is requested by the authorized representative(s) of the DISTRICT;
 - a. it being understood that such submittals may be upon a regular schedule and/or upon special requests' and
 - b. it being further understood that there shall be no release of information from such records to any party other than such representative(s).

- c. CONTRACTOR shall insure that such information shall be used only for purposes directly related to the academic or professional goals of the DISTRICT.
14. **Inspections.** The CONTRACTOR shall permit inspections at any time with or without prior arrangement by authorized representatives of the DISTRICT, the Bureau of School Approvals of the California State Board of Finance, the California Community Colleges, and/or any state, county, or local licensing board and/or agency having jurisdiction in matters relating to the operation of the CONTRACTOR'S school; it being understood that when such inspections are made, it shall be made possible for said representatives to evaluate course offerings; examine, and, if required, audit school records; interview students and others; and/or evaluate physical plant, instructional aids equipment, and classes in session.

5. SCOPE OF SERVICES

1. Accommodations.

- a. Contractor shall provide staff, facilities, non-personal equipment, supervision and related services required for instruction and training.
- b. Contractor shall make available all approved instructional materials for the courses offered, and the number of students in attendance based on the content list defined by the DISTRICT.
- c. Contractor will accept all current students enrolled and accept new students during each enrollment period established by the DISTRICT. This program is an “open entry-open exit” type of enrollment. Number of students enrolled is dependent upon amount of budgetary monies appropriated to the program by the DISTRICT.
- d. If more than one contract is awarded, enrolling students can choose preferred beauty school of attendance.
- e. CONTRACTOR is required to meet all conditions related to the curriculum as outlined in college catalog.
- f. Cosmetology students will receive a total of sixteen hundred (1,600) hours of approved instruction per DISTRICT student with District-approved transfer, if needed. Cosmetician students to receive a total of six hundred (600) hours of approved instruction per DISTRICT student with District-approved transfer, if needed.
- g. Such instruction, training, and preparation as may be necessary to meet no less than the minimum instruction and training hours required for certification to take the examination for a certificate of registration and/or license.
- h. Provide all necessary materials and supplies as ordinarily supplied to service the clientele without cost to students.
- i. Each student shall furnish his/her personal textbook(s) and personal tools, supplies, and/or equipment and items supplied by students shall be obtainable on the open market from two or more commercial outlets within the boundaries of the DISTRICT based upon content list approved by District. The CONTRACTOR may make these items available for voluntary purchase or rental.
- j. Contractor is required to adhere to District-defined professional code of conduct and follow established student code of conduct in administration of provision of services to students.
- k. Contractor is required to provide ADA accommodation for students if requested. ADA accommodation must be reviewed and approved by the District.

2. **Enrollment.** The DISTRICT may enroll a maximum number of students up to capacity, with no minimum, in the CONTRACTOR'S school;
 - a. It understood that the DISTRICT does NOT guarantee any set number of its students will be enrolled in the CONTRACTOR'S school at any time.
 - b. The CONTRACTOR agrees to accept new students during each enrollment period established by the DISTRICT.
 - c. The DISTRICT does not receive any reimbursement/compensation should a student officially drop the course. While DISTRICT and CONTRACTOR will actively discourage all students from officially dropping these contracted courses, should a student officially drop from a course the DISTRICT will notify the CONTRACTOR and the CONTRACTOR may then seek reimbursement for the instructional hours only from the student at the private tuition rates set by the CONTRACTOR.

3. **Training Hours: Cosmetology** The CONTRACTOR shall provide for sixteen hundred (1,600) hours of approved COSMETOLOGY instruction and training for each DISTRICT student and shall provide staff, facilities, non-personal equipment, supervision and related services required for such instruction and training for each of the students of the DISTRICT authorized to attend the CONTRACTOR'S school located at the address established the Agreement with the DISTRICT; and it being further understood that the actual number of hours of such instruction and training available to any such authorized student at the expense of the DISTRICT shall be limited by the period of time between the enrollment date of the student and the final termination date of this Contract and the limitations on hours of instruction and training as established elsewhere in this Contract.
 - a. The sixteen-hundred (1,600) hours of approved instruction and training shall be in accordance with applicable requirements of appropriate California State Board(s) or licensing agencies having responsibility for admission to examination for a certificate of registration and/or a license in COSMETOLOGY.
 - b. The sixteen hundred (1,600) hours of approved instruction and training shall be given in a proportionate manner over a period of less than four hundred twenty-five (425) school days within two (2) calendar years from date of enrollment. Instruction and training for an individual student shall be limited to eight (8) hours on any day for a minimum of twenty (20) hours and a maximum of forty (40) hours in any calendar week unless changes in hours are mutually agreed upon by the CONTRACTOR and the DISTRICT. No instruction and/or training shall be given on Sundays.
 - c. The scope, content, and scheduling of the instruction and training to be provided under this Contract shall be subject to the prior written approval of the authorized representative of the DISTRICT, it being understood that the DISTRICT, acting through such representative, has the right to modify the scope, content, and/or scheduling of instruction and training, if, in the opinion of such representative, modification is necessary to achieve the vocational objective of the instruction and training.

- d. The sixteen hundred (1,600) hours of approved instruction and training shall be given under the direct supervision of California licensed COSMETOLOGY instructors holding valid California teaching credentials authorizing services in the area of COSMETOLOGY in vocational programs in a community college or possessing equivalent experience as established by the DISTRICT, and all DISTRICT students while engaged in such instruction and training shall be under the immediate supervision and control of such instructors. As stated and required in the Administrative Code, Title V, Section 55630(e), all instructors employed by the private agency shall enter into an "AGREEMENT for Teaching Services" (see Attachment).
- e. Should it become necessary for one or more DISTRICT student(s) to transfer to the CONTRACTOR from schools and colleges, both public and private, that are accredited and hold valid certificates of course approval and licenses as private, post-secondary, vocational schools for COSMETOLOGY instruction and training, the CONTRACTOR agrees to accredit each of such students with one hour of credit for each and every hour of approved instruction and/or training received by, or credited to, such student in the former program.
- f. Any student of the DISTRICT who completes sixteen hundred (1600) hours of training, and has not had the minimum instruction and training hours required for certification to take the examination for a certificate of registration and/or license because of deficiency in one or more areas of required expertise, shall receive from the CONTRACTOR such instruction, training, and preparation as may be necessary, forthwith, at no cost to either the student or the DISTRICT.
- g. Provision for 50 hours of additional instruction and training at no cost to the DISTRICT or the student in the event of failure to pass the California State Board examination for licensure.
- h. The CONTRACTOR shall participate in a program review and validation conducted by the DISTRICT and at the discretion of the DISTRICT. Said program review shall include, but is not limited to, a review of CONTRACTOR'S curriculum, units of instruction, methods of instruction, instructional supplies and materials, physical resources, recordkeeping process and practices, governance, and CONTRACTOR-DISTRICT relationship. In the event a program review is requested, CONTRACTOR shall be given at least 60 days written notice. CONTRACTOR shall complete a self-appraisal in the format supplied by DISTRICT and submit said self-appraisal to DISTRICT 30 days prior to a site visitation by DISTRICT representatives.
- i. CONTRACTOR agrees to complete instructional services to 1600 hours to all enrolled students who have attained 1200 hours or more.
- j. The DISTRICT reserves the right to develop and provide a similar program for special populations that may follow a different school schedule and calendar.

- 4. Training Hours: Cosmetician** The CONTRACTOR shall provide for six hundred (600) hours of approved COSMETICIAN instruction and training for each DISTRICT student and shall provide staff, facilities, non-personal equipment, supervision and related services required for such instruction and training for each of the students of the DISTRICT authorized to attend the CONTRACTOR'S school located at the address established the Agreement with the DISTRICT; and it being further understood that the actual number of hours of such instruction and training available to any such authorized student at the expense of the DISTRICT shall be limited by the period of time between the enrollment date of the student and the final termination date of this Contract and the limitations on hours of instruction and training as established elsewhere in this Contract.
- a. The six-hundred (600) hours of approved instruction and training shall be in accordance with applicable requirements of appropriate California State Board(s) or licensing agencies having responsibility for admission to examination for a certificate of registration and/or a license in COSMETICIAN.
 - b. The six hundred (600) hours of approved instruction and training shall be given in a proportionate manner over a period of less than four hundred twenty-five (425) school days within two (2) calendar years from date of enrollment. Instruction and training for an individual student shall be limited to eight (8) hours on any day for a minimum of twenty (20) hours and a maximum of forty (40) hours in any calendar week unless changes in hours are mutually agreed upon by the CONTRACTOR and the DISTRICT. No instruction and/or training shall be given on Sundays.
 - c. The scope, content, and scheduling of the instruction and training to be provided under this Contract shall be subject to the prior written approval of the authorized representative of the DISTRICT, it being understood that the DISTRICT, acting through such representative, has the right to modify the scope, content, and/or scheduling of instruction and training, if, in the opinion of such representative, modification is necessary to achieve the vocational objective of the instruction and training.
 - d. The six hundred (600) hours of approved instruction and training shall be given under the direct supervision of California licensed COSMETICIAN instructors holding valid California teaching credentials authorizing services in the area of COSMETICIAN in vocational programs in a community college or possessing equivalent experience as established by the DISTRICT, and all DISTRICT students while engaged in such instruction and training shall be under the immediate supervision and control of such instructors. As stated and required in the Administrative Code, Title V, Section 55630(e), all instructors employed by the private agency shall enter into an "AGREEMENT for Teaching Services" (see Attachment).
 - e. Should it become necessary for one or more DISTRICT student(s) to transfer to the CONTRACTOR from schools and colleges, both public and private, that are accredited and hold valid certificates of course approval and licenses as private, post-secondary, vocational schools for COSMETICIAN instruction and training, the

CONTRACTOR agrees to accredit each of such students with one hour of credit for each and every hour of approved instruction and/or training received by, or credited to, such student in the former program.

- f. Any student of the DISTRICT who completes six hundred (600) hours of training, and has not had the minimum instruction and training hours required for certification to take the examination for a certificate of registration and/or license because of deficiency in one or more areas of required expertise, shall receive from the CONTRACTOR such instruction, training, and preparation as may be necessary, forthwith, at no cost to either the student or the DISTRICT.
 - g. Provision for 50 hours of additional instruction and training at no cost to the DISTRICT or the student in the event of failure to pass the California State Board examination for licensure.
 - h. The CONTRACTOR shall participate in a program review and validation conducted by the DISTRICT and at the discretion of the DISTRICT. Said program review shall include, but is not limited to, a review of CONTRACTOR'S curriculum, units of instruction, methods of instruction, instructional supplies and materials, physical resources, recordkeeping process and practices, governance, and CONTRACTOR-DISTRICT relationship. In the event a program review is requested, CONTRACTOR shall be given at least 60 days written notice. CONTRACTOR shall complete a self-appraisal in the format supplied by DISTRICT and submit said self-appraisal to DISTRICT 30 days prior to a site visitation by DISTRICT representatives.
 - i. CONTRACTOR agrees to complete instructional services to 600 hours to all enrolled students who have attained 400 hours or more.
 - j. The DISTRICT reserves the right to develop and provide a similar program for special populations that may follow a different school schedule and calendar.
- 5. Reporting.** CONTRACTOR shall provide regular and timely communication status reports at a minimum of once a month and as additionally requested by the DISTRICT.
- a. Monthly reporting shall be provided to DISTRICT no later than four (4) business days after the close of the reporting period.
 - b. Status reports must include all information related to student discipline.
 - i. All student discipline incidents should be listed on the status reports, but the Contractor must also contact the DISTRICT in a timely manner whenever an incident takes place.

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| <p style="text-align: center;">PROPOSAL FORM A LETTER OF INTEREST AND QUALIFICATIONS</p> |
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Letter of Interest and Qualifications

The RFQ&P response should be introduced with a Letter of Interest that presents a statement of interest, Contractor’s approach, and philosophy for implementing these services, and a brief description of the consultant/Contractor including qualifications for providing the requested services.

1. Describe what is unique about the consultant/Contractor as it relates to this specific project.
2. Describe and list the contractor’s qualifications and experience as it relates to this specific project.

Cover letter to District in addition to the Proposer’s narrative must include all of the information noted below in a letter format.

The individual who is authorized to bind Consultancy Services for the Development of a District and Colleges’ Cosmetology and Cosmetician Instruction Services Proposal (hence, “Proposer”) contractually must sign the cover letter, must indicate the signatory is so authorized, and must indicate the title or position of the signatory. **An unsigned cover letter shall cause the proposal to be rejected.** The cover letter must contain a statement from the Proposer that acknowledges that all documents submitted pursuant to this request for proposal process will become a matter of public record. The letter must contain the following:

- The Proposer’s name, address, e-mail, telephone, and facsimile number.
- The Proposer’s Federal Employer Identification Number and Corporate Identification Number, if applicable.
- The name, title or position, and telephone number of the individual signing the cover letter and statement signatory is authorized to bind the Contractor.
- The name, title or position, and telephone number of the primary contact and/or account administrator, if different from the individual signing the cover letter.
- Provide all the named people who will actually perform the work when the Program begins.
- A statement to the effect that the proposal is a Contractor and irrevocable offer, good for one hundred eighty (180) days. **Please complete Proposal Form A through G and Appendices A through E as part of your RFQ&P response.**
- A statement expressing the Proposer’s willingness to perform the services as described in this RFQ&P.
- A statement indicating that all forms, certificates and compliance requirements included in this RFQ&P are completed and duly submitted in the proposal response.
- A statement that there is no conflict of interest. Use Form E.

- A statement expressing the Proposer's availability of staff and other required resources for performing all services and providing all deliverables within the specified time frames as described in the RFQ&P.

Contractor Information

- Type of Contractor:

Corporation: _____ Proprietorship: _____ Partnership: _____

Joint Venture: _____ Other (please describe): _____

- Business License Number: _____
- Does the Contractor have current and valid licensure from the State of California Bureau of Consumer Affairs, Board of Barbering and Cosmetology? A copy of the license, letter, certificate, or other form of proof must be attached.

YES NO

- Is the Contractor currently accredited by the National Accrediting Commission of Career Arts and Sciences (NACCAS)? A copy of the license, letter, certificate, or other form of proof must be attached.

YES NO

If Contractor's school is not currently accredited, it must be in process and accredited by no later than December 31, 2019.

- Does the Contractor have recognition to provide instruction by the Bureau for Private and Post-Secondary Education (BPPE)? A copy of the license, letter, certificate, or other form of proof must be attached.

YES NO

- Number of years in business, management, or operations under Contractor name: _____
- Has the Contractor changed its name within the past 3 years?

YES NO

If yes, provide former name(s): _____

- Have there been any recent (within the last three years) changes in control/ownership of the Contractor?

YES NO

If yes, explain. _____

- Have officers or principals of the Contractor ever had their business license suspended or revoked for any reason?

YES NO

If yes, please explain. _____

- Contractor's Management Services contact shall be provided below:

Name of Firm/Individual/Corporation: _____

Name of Primary Contact: _____

Phone Number for Primary Contact: _____

Email for Primary Contact: _____

If Primary Contact for management services is replaced with another person, the name and contact information for this person must be provided within one week of this change.

PROPOSAL FORM B PERSONNEL AND STAFFING RESOURCES

Submit resumes for each team member including sub-consultants proposed to provide service to SOCCCD including specific qualifications and recent related experience providing similar services. List the proposed staff's current and anticipated availability during the contract period. Include the following data and any other relevant information for the District to evaluate:

1. Provide total number of professional staff currently employed by the Contractor.
2. Resumes should include the Project Executive or person(s) providing oversight of the project team, if applicable.
3. Resumes must list all instructional personnel including their qualifications, state licensure, education, certifications and whether they are full or part-time. All instructional personnel shall meet minimum qualifications per Section 4, Special Requirements. Resumes for instructional personnel must include copies of all applicable licenses and/or certifications. The District reserves the right to request transcripts.
4. Identify person/s who will be principally responsible for working with the District. Indicate the role and responsibility of each person/s, and how many years of experience with a focus on community college district qualifications relative to the proposed role. If the Proposer is chosen as a finalist, the proposed individual/s must attend the interview and in-person presentation.
5. Indicate whether or not individual is currently a direct employee of the Contractor. If a direct employee, indicate how many years with the Contractor.
6. Provide brief biographies, education, training, professional certifications, and work experience history of individual/s that will be working directly with the District, highlighting the skills identified with their tasks.
7. Link each named person with the specific tasks, responsibilities, and deliverables.
8. If more than one person is named as a candidate for a specific role, include above information for all listed persons.

PROPOSAL FORM C
RELATED EXPERIENCE AND METHODOLOGY

1. Provide a summary of the Contractor's experience in relation to the services contemplated in this RFQ&P.
2. Describe how the Contractor will provide services and fulfill the requirements and expectations of the District.
3. Provide a summary of your Contractor's experience working with Community Colleges and the experience of the staff assigned to this project.
4. Based on the RFQ&P scope, clearly specify any work that would be considered additional services.
5. Name and state the number of public entity clients served within the past 5 years.
6. What do you provide for regular and timely status reports? Describe the type of information the status report contains. Provide a sample of the reports you would provide for this project.
7. Indicate the Contractor's location/s proximity to the District and availability to accomplish the work. List the approximate square footage of each facility and the allocated square footage for instructional space versus space allocated for the provision of services for clientele. List the number of student workstations by discipline.
8. What will be maintained as the minimum and average student to teacher ratio? Provide your rationale.
9. Student Accommodations for the Cosmetology program:
 - a. What the maximum number of students the Contractor can legally accommodate at one time?
 - b. What is the maximum number of students the Contractor can enroll in day classes at one time?
 - c. What is the maximum number of students the Contractor can enroll in evening classes at one time?
10. Student Accommodations for the Cosmetician program:
 - a. What the maximum number of students the Contractor can legally accommodate at one time?

- b. What is the maximum number of students the Contractor can enroll in day classes at one time?
 - c. What is the maximum number of students the Contractor can enroll in evening classes at one time?
11. List examples of similar Cosmetology and Cosmetician Instruction Services.

**PROPOSAL FORM D
 FEE AND RATE PROPOSAL**

The proposed fee schedule shall include fully burdened hourly rates for each student instructional hour. It is the proposer’s responsibility to understand the complexity of the District as well as the complexity of the proposed work and to submit a student instructional hourly fee accordingly using the form below.

1. The Fee Proposal shall include all costs to complete the scope of work.
2. Fees shall include all labor, materials, overhead and profit (OH&P), and other direct and indirect costs including incidental travel.
3. The District does not guarantee a set amount of student instructional hours per year for the Cosmetology program or the Cosmetician program. The amount of hours will vary based on the District’s needs and enrollment for each program.
4. Contractor’s proposed hourly billable rate per student instructional hour is as follows:

| | YEARS 1-2 (INITIAL TERM) | YEAR 3 (OPTIONAL TERM) | YEAR 4 (OPTIONAL TERM) | YEAR 5 (OPTIONAL TERM) |
|--|-------------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| HOURLY BILLABLE RATE PER STUDENT INSTRUCTIONAL HOUR | \$ | \$ | \$ | \$ |

Contractor must provide the hourly billable rate per student instructional hour for the entire five (5) year contract term including the initial two (2) year term and the three (3) optional one (1) year terms. Actual contract rates and project fees will be subject to negotiation prior to issuance of any agreement.

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| PROPOSAL FORM E GENERAL TERMS AND CONDITIONS |
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Offer Held Contractor: The Proposer agrees that it will not withdraw its offer for a period of *one hundred eighty (180)* calendar days from the opening date.

Right to Reject: The Proposer understands that the District reserves the right to reject any or all proposals and to waive any informality in the evaluation of proposals. The District intends to verbally negotiate with the Proposers to reach a final agreement.

Bidder Certification: The Proposer certifies that this bid is made without previous understanding, agreement or connection with any person, Contractor, or corporation making a bid on the same services, and is in all respects fair and "without collusion or fraud."

Execution of a Contract: If awarded a contract, the Proposer agrees to execute a contract in accordance with this Proposal and the District's Instructions for Submittal of Proposals, Information for Proposers, General Conditions, and Service Requirements immediately upon receipt of written notice of acceptance of the Proposal by the District.

Assumption of Contract: The Proposer agrees to assume operations under the contract after the Board approval of contract and within ten (10) calendar days following the District's notification to proceed.

Exceptions to Specifications: In submitting a proposal, the Proposer of Contractors acceptance of the complete Conditions Specifications and Requirements associated with the District's RFQ&P document, unless otherwise stipulated. Any variances or exceptions which the Proposer wishes to note with respect to any of the Conditions, Specifications, or any District Service Requirements are to be stated herein or in an attachment to the RFQ&P submittal which is to be titled "Exceptions."

Conflicts of Interest: All Proposers must disclose the name of any Board of Trustees member, officer, director, or agent who is an employee of the South Orange County Community College District, which includes any District employee. Further all Proposers must disclose the name of any District or District employee, or Board of Trustees member, who has, directly or indirectly, any financial interests in the Proposer's Contractor or any of its branches. Submit this information on an attachment to the proposal which is titled "Conflict of Interest" and include the person's name, interest or position, and percent of ownership, if applicable.

Required Submittals: The Proposer's detailed responses to the District's specifications and evaluation criteria must accompany this Proposal.

District's Right to Award: The signer hereby acknowledges that the District reserves the right to make the award to the Proposer which the District judges to have submitted the proposal most favorable to the District, with the District being the sole judge thereof.

Legally Binding: It is further certified that the person whose signature appears below is legally empowered to bind the company in whose name the proposal is entered.

Litigation History: List all related litigation in the last five (5) years filed by either an owner, owner's consultant, or contractor, against the Contractor.

SUBMITTED BY:

Company Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax: _____

Email: _____

By: Signature (Manual)

By: Signature (Typed or Printed)

**PROPOSAL FORM F
REFERENCES**

Each Proposer must be able to present both current and past evidence of satisfactory experience in providing services requested. List all four-year higher education and community college districts that you or your Contractor has contracted with in the last five (5) years. Include the name of the institution or district, contact person, email address and phone number of individuals who can evaluate work that has been completed by the consultant(s)/Contractor/team member(s) in the past five (5) years. The District has prioritized collegiality and collaboration, and assessing how consultant(s) will function within that culture will be a critical evaluation component.

REFERENCES

Name of Entity: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax: _____

Email: _____

Dates of Services: From: _____ To: _____

Types of Services Provided: _____

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| PROPOSAL FORM G Addenda Acknowledgement |
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Addenda: Changes or corrections to the proposal document will be issued via a numbered addendum format at the time of the pre-proposal conference or at least five (5) calendar days prior to submittal date. Record below the number(s) and date(s) of addenda received, if applicable.

| | |
|------------------|----------------------|
| Addendum # _____ | Date Received: _____ |
| Addendum # _____ | Date Received: _____ |
| Addendum # _____ | Date Received: _____ |
| Addendum # _____ | Date Received: _____ |
| Addendum # _____ | Date Received: _____ |
| Addendum # _____ | Date Received: _____ |
| Addendum # _____ | Date Received: _____ |
| Addendum # _____ | Date Received: _____ |
| Addendum # _____ | Date Received: _____ |

APPENDIX A
Non-Collusion Declaration

NON-COLLUSION DECLARATION
TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

State of California)
) ss.
County of _____)

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

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

Print Name

Signature

APPENDIX B
Equal Opportunity Affirmative Action Statement

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT

Proposer hereby certifies that in performing work or providing products 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 orientation, except as provided for in Section 12940 of the California Government Code. Proposer 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 _____, 2018.

Name of individual, company or corporation

By: _____

(Corporate Seal)

Title: _____

Address: _____

City State Zip Code

APPENDIX C
Contractor's Certificate Regarding Worker's Compensation

Labor Code Section 3700 in relevant part provides:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Name of individual, company or corporation

By: _____

(Corporate Seal)

Title: _____

Address: _____

City State Zip Code

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

APPENDIX D
Sample Agreement for
Cosmetology and Cosmetician Instruction Services

Sample of Agreement for Cosmetology and Cosmetician Instruction Services

This contract made and entered into this 23rd day of April, 2019 by and between South Orange County Community College District of Orange County, California, hereinafter called the "District" and _____, hereinafter called "Contractor".

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by those present do covenant and agree with each other, as follows:

Article 1. CONTRACT DOCUMENTS: The complete contract consists of the following documents: The RFQ&P as included herein, the accepted proposal, the specifications of this Agreement, including all modifications thereof duly incorporated therein, and the Purchase Order, as applicable. Any and all obligations of the District and Contractor are fully set forth and described therein or are reasonably inferable there from. All of the above documents are intended to cooperate and be complementary so that any work called for in one and not mentioned in the others or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete contract are sometimes hereinafter referred to as the Contract Document, or the Contract.

Article 2. EMPLOYMENT OF CONTRACTOR TO PROVIDE SERVICES: The District, pursuant to section 84040 of the Education Code, hereby employs Contractor to perform the necessary professional services, including but not limited to those hereinafter set forth in connection with the provision of legal services to the District.

Article 3. SCOPE OF WORK: The scope of work and the provisions for its performance shall be in accordance with the terms and conditions as specified in RFQ&P No. 3079, included herein as part of this Agreement.

Article 4. CONTRACT PERIOD: This Agreement shall be in effect for a period of three (3) fiscal years from July 1, 2019 to June 30, 2021 with the option of three (3) one (1) year options to extend the term. Term shall not exceed five (5) fiscal years

Article 5. QUALITY OF WORK: Contractor shall be responsible for the performance of all work as specified in this Contract, and shall guarantee that work meets or exceeds the specifications as set forth herein.

Article 6. PROPOSER'S EMPLOYEES: Contractor shall not employ on this account any unfit person or anyone not skilled in the work assigned to him/her and shall devote only its best qualified personnel to work under this Agreement. Should the District deem anyone employed on this account to be incompetent or unfit for his/her duties, and so inform Contractor, Contractor shall immediately remove such person from this work and he/she shall not again, without prior written permission of the District, be assigned to work under this Agreement.

Article 7. EXTRA WORK AND SERVICES: In the event that circumstances indicate that more detailed work is required in addition to that which would be sufficient under ordinary circumstances, the Contractor shall at once notify the District in writing of the fact, together with a written estimate of the additional work and services required and the estimated cost thereof. In the event the District authorizes and approves the performance of such extra work and services, it shall so notify Contractor in writing. NO claims of Contractor for extra work or services shall be allowed or paid without such written consent and approval of the District first having been so obtained before such extra work and services are entered upon or undertaken.

Article 8. SCHEDULE: The District shall schedule and coordinate the performance of the work and Contractor agrees to comply strictly with such scheduling and coordination.

Article 9. FEES: The District agrees to pay and Contractor agrees to accept for performance of all services rendered herein, exclusive of extra work and services, fees as specified in accordance with the rates as proposed in Contractor's response to RFQ&P No. 2079.

Article 10. PAYMENT: Payment terms shall be "Net 45" from the date of acceptance of work or services, or the date of receipt of the invoice, whichever is later. All invoices shall be sent to District's address and marked Attention: Accounts Payable. Progress invoices may be submitted for payment, subject to approval of the Vice Chancellor of Business Services.

District payments shall be made monthly, and shall be based upon a certification of the hours of such attendance during the previous calendar month at the Contractor's place of instruction and training; it being agreed that each certification shall be on forms supplied by the District, and shall be based upon daily records maintained by the Contractor, and subject to review and/or audit by an authorized representative of the District.

The CONTRACTOR shall not be reimbursed for more than a total of sixteen hundred (1,600) hours of instruction and training for any one student in the Cosmetology Program

The CONTRACTOR shall not be reimbursed for more than a total of six hundred (600) hours of instruction and training for any one student in the Cosmetician Program.

In the event a DISTRICT student withdraws from the program of instruction, or, because of failure to attend scheduled instruction, is dropped from the program, the District shall be responsible

to the Contractor for payment for only the actual hours of authorized attendance of such student prior to the drop or withdrawal date.

In the event that the District determines that the total direct and indirect cost to provide the same sixteen hundred (1,600) hour Cosmetician Program of instruction and training, or a recognized portion thereof, in an operating school of the District, or the tuition the Contractor charges its private students for such program or portion thereof, is less than the amount computed as noted herein before, the Contractor agrees to enter into an amendment to this Contract to provide for a reduction in hourly rate to produce no more than the lower of such total cost of instruction or tuition.

In the event that the District determines that the total direct and indirect cost to provide the same six hundred (600) hour Cosmetician Program of instruction and training, or a recognized portion thereof, in an operating school of the District, or the tuition the Contractor charges its private students for such program or portion thereof, is less than the amount computed as noted herein before, the Contractor agrees to enter into an amendment to this Contract to provide for a reduction in hourly rate to produce no more than the lower of such total cost of instruction or tuition.

Article 11. TERMINATION: It is agreed that either Party to this Contract may terminate the Contract at the end of any enrollment term by giving sixty (60) calendar days prior written notice to the other Party; it is also agreed that at the time of termination of this Contract neither party shall have any obligation to the other Party other than payment for authorized services rendered and submittal of required records covering such services prior to the date of termination. If the Contract is terminated, the awarded bidder must continue provision of training services for currently enrolled students up to the completion of their statutory required hours.

Article 12. DEFAULT BY (*name of Contractor*): The District shall hold Contractor responsible for any damage which may be sustained because of the failure or neglect of Contractor to comply with any term or condition listed herein, it being specifically provided and agreed that time shall be of the essence in this Agreement. If Contractor fails or neglects to furnish or deliver any of the services listed herein at the prices named and at the time and place herein stated, or otherwise fails or neglects to comply with the terms of the Agreement, the District may, upon written notice to Contractor, cancel the Agreement in its entirety or cancel or rescind any or all items affected by such default.

Article 13. WAIVER OF LIABILITY: In accordance with the terms and conditions as specified in RFQ&P No. 2079, Contractor shall hold harmless and indemnify the District and its trustees, officers, and employees from every claim or demand which may be made by reason of the work called for in this Agreement. Contractor at its own expense and risk, shall defend any legal proceedings that may be brought against the District, or its Governing Board, its officers or employees, on any such claim or demand, and satisfy any judgment that may be rendered against any of them.

Article 14. INSURANCE REQUIREMENTS: Contractor shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Contractor and District from claims which may arise out of or result from Contractor's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- a. The Contractor shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).
- b. Commercial general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000) and automobile liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) for bodily injury and property damage liability, per occurrence, including coverage for the following:
 - i. Owned, non-owned and hired vehicles;
 - ii. Blanket contractual;
 - iii. Broad form property damage;
 - iv. Products/completed operations; and
 - v. Personal injury.
- c. Professional liability insurance (errors and omissions), including contractual liability and malpractice liability with limits of TWO MILLION DOLLARS (\$2,000,000), per claim. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

Each policy of insurance required in Paragraph b above shall name District and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of Contractor hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Contractor shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Contractor shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Contractor fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Contractor, and in such event Contractor shall reimburse District upon demand for the cost thereof. Contractor must name

District and its officers, agents, volunteers and employees as additional insured under said policy under separate endorsement.

- d. In the event that Contractor subcontracts any portion of Contractor's duties, Contractor shall require any such sub-contractors to purchase and maintain insurance coverage for the types of insurance referenced in Article 14, paragraphs a, b and c above in amounts which are appropriate with respect to that sub-Contractor's part of work which shall in no event be less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per occurrence.

In accordance with the terms and conditions as specified in RFQ&P No. 365D, Contractor shall obtain, in such form and with such carriers acceptable to the District, and keep in force at its sole expense during the term of this Agreement and any extensions thereof, insurance adequate to protect Contractor from claims under Workers' Compensation Acts, and from claims for damages for personal injury (including death), and damage to property which may arise as a consequence of this Agreement. The failure to furnish such evidence may be considered default by Contractor. Contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of goods or services covered under this Contract. All operations and materials shall be in accordance with the law.

Article 15. INDEPENDENT CONTRACTOR: Contractor is not an officer, employee, or agent of the District. While engaged in carrying out and complying with the terms and conditions of this contract, Contractor is an independent contractor, and is not an officer, employee or agent of the District.

Article 16. INSTRUCTIONS TO PROCEED: Contractor is not to proceed with performance of any services under this contract without first securing written authorization from the District to do so.

Article 17. ACKNOWLEDGEMENT AND ACCEPTANCE: IN WITNESS WHEREOF the District, by order of its Governing Board, has caused this instrument to be duly subscribed, and Contractor has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

**Name of Legal Contractor
District**

South Orange County Community College

Name: _____

Kathleen F. Burke
Chancellor

Federal Tax ID: _____

28000 Marguerite Parkway
Mission Viejo, CA 92692
Telephone: 949 582-4840

Address: _____

City/State/Zip: _____

Fax: 949-364-1731

Telephone: _____

Signature: _____

Fax: _____

Date: _____

Are you a District employee? Yes No

Is a Credential or Special License required for these services? Yes No

If yes, please specify and attach a copy of current License.

Signature: _____

Date: _____

APPENDIX E
Submission Checklist
 South Orange County Community College District
 Cosmetology and Cosmetician Instruction Services

| Item | Included in RFQ&P Response |
|---|---|
| Proposal Form A: Letter of Interest and Qualifications | |
| Proposal Form B: Personnel and Staffing Resources | |
| Proposal Form C: Related Experience and Methodology | |
| Proposal Form D: Fee and Rate Proposal | |
| Proposal Form E: General Terms and Conditions | |
| Proposal Form F: References | |
| Proposal Form G: Addenda Acknowledgement | |
| Appendix A: Non-Collusion Declaration | |
| Appendix B: Equal Opportunity Affirmative Action Statement | |
| Appendix C: Contractor's Certificate Regarding Workers' Compensation | |
| Appendix D: Sample Agreement for Cosmetology and Cosmetician Instruction Services | Not necessary to include with proposal if no changes are being requested, but receipt acknowledge |
| Appendix E: Submission Checklist | |