



**Request for Qualification & Proposal (RFQ & P)**

**No. 363D**

**CONSULTANCY SERVICES FOR THE DEVELOPMENT OF  
DISTRICT AND COLLEGES' EDUCATION MASTER AND  
STRATEGIC PLANS**

**Proposal Due Date**

**Monday, August 27, 2018**

**At 12:00 PM**

**Procurement, Central Services and Risk Management**

**28000 Marguerite Parkway**

**Health Sciences - 3<sup>rd</sup> Floor**

**Mission Viejo, CA 92692**

## Table of Contents

NOTICE CALLING FOR BIDS.....	4
RFQ&P No. 363D SCHEDULE .....	5
1. BACKGROUND & INTRODUCTION.....	6
2. INSTRUCTIONS, INFORMATION & GENERAL CONDITIONS .....	8
PURPOSE OF RFQ&P .....	8
DEFINITION OF TERMS .....	8
PROPOSAL QUESTIONS.....	8
PROPOSAL SUBMISSION.....	8
RIGHT TO REJECT .....	10
RIGHT TO REQUEST ADDITIONAL INFORMATION .....	10
MODIFICATIONS TO PROPOSALS .....	10
PROPRIETARY INFORMATION .....	10
ORDINANCES, LAWS AND REGULATIONS.....	10
WITHDRAWAL OF PROPOSALS.....	11
IRREVOCABLE OFFER .....	11
COST OF PREPARING PROPOSALS AND DISPOSITION .....	11
COMPLETION OF PROPOSALS .....	11
EXAMINATION OF CONTRACT DOCUMENTS.....	11
ERROR IN PROPOSAL.....	11
INTERVIEWS.....	12
AWARD WITHOUT DISCUSSION .....	12
CONTRACT COMMENCEMENT/TERM .....	12
INDEPENDENT CONTRACTOR STATUS.....	12
SOCCCD MODIFICATIONS TO PROPOSALS .....	12
NEGOTIATION.....	12
AWARD OF CONTRACT .....	12
FINAL CONTRACT.....	12
NON-COLLUSION DECLARATION .....	12
EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT .....	13

PROHIBITED INTEREST .....	13
QUALITY OF WORK .....	13
QUALITY OF PERSONNEL ASSIGNED TO THE WORK.....	13
PROPOSER CONDUCT .....	13
3. SCOPE OF SERVICES.....	19
4. SPECIAL REQUIREMENTS .....	16
PLANNING TEAM AND PROCESS .....	16
PROPOSED TIMELINE.....	17
5. SUBMITTAL FORMAT AND SELECTION CRITERIA .....	19
PROPOSAL FORM A - LETTER OF INTEREST AND APPROACH (8 Pages).....	20
PROPOSAL FORM B - PERSONNEL AND STAFFING RESOURCES (8 PAGES).....	23
PROPOSAL FORM C - RELATED EXPERIENCE AND METHODOLOGY (6 PAGES).....	24
PROPOSAL FORM D - FEE AND RATE PROPOSAL (2 PAGES) .....	25
PROPOSAL FORM E - GENERAL TERMS AND CONDITIONS (2 PAGES) .....	26
PROPOSAL FORM F – REFERENCES (4 PAGES) .....	28
PROPOSAL FORM G - ADDENDA ACKNOWLEDGEMENT.....	29
APPENDIX A - NON-COLLUSION DECLARATION .....	30
APPENDIX B - EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT .....	31
APPENDIX C - FIRM’S CERTIFICATE REGARDING WORKER’S COMPENSATION.....	32
APPENDIX D - SAMPLE AGREEMENT.....	33
APPENDIX E - SUBMISSION CHECKLIST .....	38

**Notice to Firms Providing Consultancy Services for the Development of  
District and Colleges' Education Master and Strategic Plans  
Request for Qualification/Proposal (RFQ&P) No. 363D**

**Project:** Education Master & Strategic Plans  
South Orange County Community College District

**RFQ&P Deadline:** 12:00 P.M., Monday, August 27, 2018

**Mailing Address  
& Place of  
RFQ&P Receipt:** South Orange County Community College District  
Health Sciences Building, 3<sup>rd</sup> Floor, Room HS-357  
Procurement, Central Services & Risk Management  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
Attn: Priya Jerome

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.

A complete Request for Qualifications and Proposals may be viewed at the Office of the Director of Procurement, Central Services & Risk Management at the above address, telephone (949) 348-6016 or by email at [purchasing-dept@socccd.edu](mailto:purchasing-dept@socccd.edu). The documents are also available online at [www.socccd.edu](http://www.socccd.edu) at the Bids link.

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.

Priya Jerome  
Executive Director,  
Procurement, Central Services & Risk Management

## RFQ&P No. 363D SCHEDULE

Date of Issue / Document Available	July 18 2018
Advertisement Dates	July 13, 2018 & July 20, 2018
Publication	OC Register
Requests for Information (RFI)	August 10, 2018 at 10:00 AM
Pre-Proposal Meeting	August 15, 2018 at 3:00-5:00 PM Chancellor's Conference Room
District Responds to RFIs	August 17, 2018 End of Day
Due Date	August 27, 2018 12:00PM
Interview/Presentations Mandatory Presence Required	September 26-28, 2018, 9:00 AM – 5:00 PM
Contract Negotiations (if needed)	October 1-5, 2018
Anticipated Governing Board Approval	October 29, 2018

## 1. BACKGROUND AND INTRODUCTION:

The South Orange County Community College District (SOCCCD) (here after referred to as District) requests proposals from qualified consultants to assist the District's and colleges' administration, faculty, staff, and students in preparing an Educational Master and Strategic Plans (EMSP) for Irvine Valley College, Saddleback College, and the District. The EMSP will address functions and areas of responsibility for the District as a whole as well as each college individually. The EMSP will include an examination of current and potential academic and integral institutional support program development; and distribution of courses, programs, and services. The examination and analysis will include a long-range (10 year) growth forecast with three scenarios (slow, moderate, and high) and a discussion of potential growth scenarios for the subsequent 10-year period. The EMSP will provide the foundation for a new Facilities Master Plan (FMP) and Technology Master Plan (TMP), to be written in tandem with the Educational Master and Strategic Plan (EMSP), but in a distinct process.

SOCCCD is a multi-college District that currently serves over 60,000 students per year. Interested respondents to this RFQ&P should go to [www.socccd.edu](http://www.socccd.edu), [www.saddleback.edu](http://www.saddleback.edu), and [www.ivc.edu](http://www.ivc.edu) to learn more about the District and colleges. These websites include information, including the current educational, facilities, strategic, technology, equity, and other related plans that will be essential in the preparation of a response to this RFQ&P.

The intent of the EMSP is to assess the external and internal environment of SOCCCD and provide recommendations on instructional and support programs that will meet the changing needs of the community. The objective of the EMSP is the identification of both current and potential future programs of instruction and support services (including expansion of existing programs, and distribution of courses, programs and services among the District's two colleges), and the development of a distinct identity and direction for the institution as a whole. SOCCCD's District-wide and college planning processes and established collegial governance and decision-making processes will be important factors in the development of the EMSP and will provide a foundation for the FMP & TMP.

Please refer to the following links to assist in the preparation of your proposal:

SOCCCD's District-wide Planning Documents: <http://www.socccd.edu/about/DWPlanning.htm>

- District-wide Strategic Plan 2014-2020
- Educational and Facilities Master Plan 2011-2031
- Technology Master Plan 2015-2020
- District-wide Planning and Decision Making Manual 2015-2020
- District-wide Function Map

SOCCCD is ready to move to the next level of planning, which will examine the potential of additional academic and interconnected institutional support program development and growth. SOCCCD's commitment to participatory (shared) governance and giving a voice in the decision-making process to the administration, faculty, classified staff, and students will be an important factor in the development of the Educational Master Plan. The District expects that the proposed planning processes will lead to a successful path to fund the facilities and technology additions and enhancements that will be identified in the new FMP and TMP, as well as serving as the basis for both short- and long-term planning.

While the District and colleges have the internal capacity to develop many of the required components of its Educational Master and Strategic Plan, its goal is to produce exceptional plans that, by virtue of engaging a committed team of professionals, exceed and expand on that which SOCCCD is able to develop under the constraints of its ongoing, daily educational responsibilities to its communities.

## 2. INSTRUCTIONS, INFORMATION AND GENERAL CONDITIONS

### PURPOSE OF RFQ&P

South Orange County Community College District (SOCCCD) is seeking to retain a qualified firm to provide Consultancy Services for the Development of District and Colleges' Education Master and Strategic Plans. The District plans to select firms 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**" or refers to Firms that elect to submit proposals for Consultancy Services for the Development of District and Colleges' Education Master and Strategic Plans.
- The terms "**Contract**" and "**Agreement**" shall be used interchangeably within this document.
- The terms "**Firm**" and "**Consultant(s)**" 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 firm responding to this RFQ&P.

### PROPOSAL QUESTIONS

All questions regarding this RFQ&P should be sent, via e-mail to Priya Jerome, Executive Director of Procurement, Central Services & Risk Management at [purchasing-dept@socccd.edu](mailto:purchasing-dept@socccd.edu).

Questions will only be accepted until 8/10/2018 no later than 10:00 AM. The e-mail subject line should read: "Your company name/Questions regarding RFQ&P No. 363D." No direct responses will be sent to the company/firm asking the question. Questions will be answered in the form of an **addendum** and sent to all potential respondents on/about 5:00PM on August 17, 2018. 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** (2) hard copy plus USB or CD

Email Submission: Proposals are to be submitted, via e-mail, to the Purchasing Department no later than 12:00 PM on Monday, August 27, 2018.

Submit Proposal to: [purchasing-dept@socccd.edu](mailto: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. 363D ("Email 1 of XX" if more than one)."

(2) Hard Copy Submission:

Proposer must submit one (1) original and twenty (20) 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. Submission to be 8-1/2" x 11" white bond paper. The proposal text must be a minimum font size 12 and not exceed thirty (30) pages in length, excluding numerical analyses, 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 Approach** - Provide a **cover letter** per the requirements of PROPOSAL FORM A (8-page limit).
2. **Personnel and Staffing Resources** - Provide answers to the questions in PROPOSAL FORM B (8-page limit).
3. **Related Experience and Methodology** PROPOSAL FORM C (6-page limit).
4. **Fee and Rate Proposal** – PROPOSAL FORM D (2-page limit).
5. **General Terms and Conditions**– PROPOSAL FORM E (2-page limit).
6. **References** –PROPOSAL FORM F (4-page limit).
7. **Addenda Acknowledgement** – PROPOSAL FORM G
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. **363D** clearly marked. All proposals must be received on or before the above mentioned due date and time of **Monday, August 27, 2018 at 12:00 PM**. 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: Priya Jerome, Executive Director  
Procurement, Central Services & Risk Management  
28000 Marguerite Parkway, Health Sciences Bldg-3<sup>rd</sup> 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 Proposal. 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 pricing 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.

## **RIGHT TO REQUEST ADDITIONAL INFORMATION**

The District reserves the right, at the District's sole discretion, to request additional information from proposers in order to make a more fully informed decision regarding the RFQ&P responses.

## **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 information deemed "proprietary" or "protected" is included in proposer response, 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 will 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 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](mailto: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. 363D." 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 AND DISPOSITION**

Any and all costs associated with the preparation of responses to this Request for Proposal, 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. Proposals become the property of the District and may be returned only at the District's option and at the Proposer's expense. Information, excluding Proposer's financial information, contained therein shall become public documents subject to the Public Records Act.

## **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 firm 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 documents prior to the final RFQ&P submission deadline. All requests for clarifications shall be sent to the 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 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 firms and has scheduled interviews September 26 through 28, 2018, 9:00AM – 5:00PM at the District offices. Oral presentations will be evaluated and may be subjected to the selection criteria. The District requires that the designated representatives identified in the proposals assigned to the project, be present and prepared to respond to District inquiries.

## **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 November 1, 2018 to December 31, 2019. After award, contract is subject to cancellation with 30-days written notice by either party.

## **INDEPENDENT CONTRACTOR STATUS**

It is expressly understood that the firm 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/](http://www.socccd.edu/). 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 completed Addenda Acknowledgment Form prior to or with the proposal (Proposal Form G).**

## **NEGOTIATION**

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

## **AWARD OF CONTRACT**

**It is anticipated that the award a contract will be approved by the Board of Trustees at their regularly scheduled meeting on October 29, 2018 or November 19, 2018.**

## **FINAL CONTRACT**

At the time of the formal award, the firm 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.

## **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 a proposer aid, abet or knowingly participate in violation or breach 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 (Director of Procurement, Central Services & Risk Management) 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. SCOPE OF SERVICES

The educational master planning consultant will also work closely with the facilities and technology master planning consultant(s) to ensure delivery of accurate, timely, and sufficient information necessary to complete the overall comprehensive master planning process.

The educational master planning consultant will prepare a draft and a final planning document that will include, but not be limited to, the following elements:

1. Proposals must clearly identify the deliverables for each of the following sections.
2. Proposals that exceed the minimum requirements as identified in the CCCC Facilities Planning Manual 2017: Chapter 2 will receive higher scores.
3. Executive Summary
4. Mission, Vision, and Values
  - a. Description of the educational philosophy of the District
5. Educational Planning Process
  - a. Timelines
  - b. Step by step process
6. Introduction and Background
  - a. Description of the District
  - b. History
  - c. Service Area
  - d. Local and Regional Context
  - e. State and National Context
7. Internal and External Perceptions about the district and colleges
8. Profile of the District Community and Students
  - a. Population Trends (including but not limited to K-12 population, educational attainment, building of new communities, etc.) – organized by the following levels:
    - i. SOCCCD cities
    - ii. Orange County
    - iii. Regional – Southern California
    - iv. State, National, and Global
  - b. Economic and Job Market Forecast
    - i. Employment and job market trends
    - ii. Status of major employers in the region
    - iii. Workforce development programs
  - c. Educational programs in the community
    - i. High school and adult education
    - ii. Other colleges, private, CSU, and UC
  - d. Student Characteristics (by college and district-wide)
    - i. Student Demographic (Age, Gender, Ethnicity, Full-Time Status, etc.)
    - ii. Student Success (Completion, Retention, Persistence, etc.)
    - iii. Special Groups (Military/Veterans, Foster Youth, Athletes, etc.)

- e. Enrollment Trends – past trends and future forecast (by college and district-wide)
  - i. Demographic Data
  - ii. Concurrent Enrollment
  - iii. Adult Population Projections
  - iv. Participation Rates
  - v. Enrollments
9. Educational Programs and Student Support Services (by college and district-wide)
  - a. Identification of needs
    - i. Projected enrollment of students (FTES), faculty (FTEF) and staff
    - ii. Learning Environment (space, equipment, or systems)
    - iii. Identify of the method(s) of instruction
    - iv. District-wide Program Planning (if applicable)
10. Analysis of Individual Academic and Institutional Support Programs
  - a. Program Description
  - b. Program Review
  - c. Future Development – emerging programs
  - d. Role of Technology – emerging technology
  - e. Translation of Standard Occupational Classification (SOC) to Classification of Instructional Programs (CIP) to Taxonomy of Programs (TOP)
  - f. Projected Weekly Student Contact Hours (WSCH)
  - g. Lecture Space (Classrooms)
  - h. Laboratory Space (Teaching Labs)
  - i. Office Space
  - j. Library/LRC/Study
  - k. Instructional Media AV/TV + Radio
11. Impact of State-wide Initiatives from the Community College Chancellor's Office
12. Analysis of information including SWOT and Gap analysis
13. Lessons Learned from the Data Relevant to Educational Planning
14. Development for use in the Facilities Master Plan (FMP) and Technology Master Plan (TMP)
  - a. Projected Headcount, WSCH, and FTES
  - b. Converting WSCH to Assigned Square Footage (ASF)
  - c. Converting ASF to number of classrooms and class (teaching) labs
  - d. Medium- and long-term Information
  - e. Relevance to safety and security
15. Summary of On-campus Interviews and Focus Groups
16. Summary of Community Advisory Committee Interviews
17. Provide a timeline for the district and college review of EMSP draft reports
18. The final work product must include source and publication files for the complete Educational Master and Strategic Plan.

The District is open to suggestions by the consultant for additional and/or modified areas of analysis based on their review of the project.

## 4. SPECIAL REQUIREMENTS

This RFQ&P is only for the educational master and strategic plans. The selected firm will be required to produce written, graphic, and digital documentation of updated educational plans for the District and colleges, as a whole, as well as plans for individual disciplines and institutional support programs, including growth of existing programs and addition of new programs to accommodate maximum student enrollment. The selected consultants must also have knowledge and understanding of current state initiatives (examples include but are not limited to the new funding model, Guided Pathways, Promise Program, and AB705, etc.) that will impact planning assumptions for the EMSP. The selected firm must also provide guidance in fulfilling the district and college missions including access and equity.

### Planning Team and Process:

- Comprehensive (covering the entire campus and all aspects of the district and colleges' operations).
- Inclusive (seeking input from a broad range of campus constituencies and community representatives).
- Data-driven (relying on analysis of internal and external trends and the district and colleges' facilities and operations).
- Integrated (aligning recommendations with the district's and colleges' mission, strategic direction, and financial realities).

The selected firm will work with Chancellor's District-wide Planning Council (DWPC), the District-wide Integrated Planning Committee (DWIPC) which includes representatives from the offices of instruction, district leadership, and other district and college constituencies, and both colleges' planning committees to develop the Educational Master and Strategic Plans through participation in open forums, committee meetings, and public review. The District-wide Planning Council will receive regular progress reports. The firm will assist the district in the planning process from the initial phase of research through adoption of the EMSP by the District's Board of Trustees.

The final Educational Master and Strategic Plan product will include, but not be limited to:

1. A planning document that will outline SOCCCD, Irvine Valley College, and Saddleback College educational master and strategic plans, as well as development plans for each college's individual disciplines and institutional support programs.
2. Development of WSCH and assignable square footage that illustrates the facilities requirements for achieving the EMSP's projections of enrollment growth, program growth, and program additions.
3. An operational strategic plan that will be updated and reviewed each year based on the educational master plan.

The consulting team should include appropriate individuals familiar with both academic and institutional support program planning in the California Community Colleges, as well as data-driven decision-making processes. Each candidate should be prepared to illustrate examples of data they collect and how they use this data appropriately to direct the future growth of a District. The consultant's proposal should include a description of the recommended approach to developing the planning process and outcomes that are described above. The planning process will require interactive meetings, planning charts, open forums, workshops, and presentations. It is assumed that the consulting team will meet with each college's academic departments, programs and units (including units within District Services and College Administrative Offices) a minimum of three times to develop, review and finalize their area-specific summary narratives.

The proposal submitted by the prospective firm should anticipate a minimum start-up period of two to three weeks for orientation meetings with the district and colleges' executive leadership team before the formal planning process begins.

During the course of the process, the consultant will be responsible for producing all meeting minutes and associated handouts in an electronic format consistent with SOCCCD standards for review and distribution by the district and college staff.

**Proposed Timeline:**

It is anticipated that the educational and facilities master planning processes will overlap, but that the educational effort will be more front-loaded and the facilities planning effort more back-loaded. Following is the anticipated schedule (the actual schedule will be developed with the selected firm):

Orientation (1) and Initial Planning Meetings (2)	December 2018 - January 2019
Research and data gathering	December 2018 – March 2019
Meetings with colleges and district services groups, Focus Groups and Interviews	January 2019 – April 2019
Draft EMSP Plans Developed (3)	April 2019 – July 2019
Begin technical review of Draft EMSP Validation of data and accuracy	July 2019 – August 2019
Presentations of draft EMSP (4)	August 2019- Presentations during Professional Development Week
Revisions to Draft EMSP	August – October 2019
Final EMSP Developed (5)	October 2019
Final EMSP Presented (6)	November 2019
Board Presentation on Final EMSP (7)	November 2019
Plan Adoption by the Board of Trustees (8)	December 2019

1. Orientation meetings with planning staff, office of instruction, and district services and colleges leadership.
2. Planning sessions with departments, programs, units, district and college leadership and others as required.
3. Draft plans developed and available for district services and college review and comment.
4. Draft plans revised and made available for public review and comment.
5. Final plans developed and made available for the colleges and district services to review and approve.
6. Internal presentations to colleges and district councils and committees.
7. Board of Trustees first reading.
8. Board action and adoption.

## 5. SUBMITTAL FORMAT AND SELECTION CRITERIA

**Qualifications:** Prospective firm should assemble a planning team that has the following qualifications:

1. Outstanding credentials in working with community college district educational program planning, long-range planning, and master planning.
2. Public involvement, including community outreach and communications expertise.

Highest consideration will be given to consultants with demonstrated understanding and experience in educational master planning and long-range educational planning, the relationship of educational master planning to facilities master planning, analytical methodologies, familiarity with California Community Colleges, and responsiveness to the needs of the District and colleges.

**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 planning process. The firm or firms selected as first choice will be notified and asked to negotiate final terms of the contract with the Vice Chancellor of Business Services or her representative. Contracts will be forwarded to the Board of Trustees for approval and authorization to proceed.

**Content and Order of RFQ&P Response:** Firm'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	Page Limit	Points
A	Letter of Interest and Approach	8	20
B	Personnel and Staffing Resources	8	20
C	Related Experience and Methodology	6	20
D	Fee and Rate Proposal	2	15
E	General Terms & Conditions	2	5
F	References	4	10
	<b>Total</b>	<b>30</b>	<b>100</b>

**PROPOSAL FORM A**  
**LETTER OF INTEREST AND APPROACH (8 Pages)**

**Letter of Interest and Approach**

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

1. Describe what is unique about the consultant/firm as it relates to this specific project.
2. The educational master planning consultant will work closely with the facilities and technology master planning consultant(s) to ensure accurate, timely, and sufficient information necessary to complete those plans. Accordingly, please respond to the following questions:
  - a. Describe specific techniques to be employed. Outline the anticipated work plan and schedule. Describe how your team will work with the District and college leadership, faculty, and staff to manage and conduct the planning process and keep the project on schedule in order to present the final product at the November 2019 Board of Trustees meeting. The proposal should specifically address how the team would balance the reality of deadlines with SOCCCD's commitment to participatory (shared) governance and deliberative processes. Each response should illustrate examples of data they collect and how they use this data appropriately to direct the future growth of a District.
  - b. List the qualitative and quantitative data elements that will be used in developing the Educational Master and Strategic Plans; specifically, what will be needed in order to create data-driven, visionary, Educational Master and Strategic Plans?
  - c. How will you work with the facilities and technology master planners to ensure you have the information necessary to be successful? Also, how will you ensure that the information provided to the facilities master planner will be accurate, timely, and sufficient?
  - d. List any additional components of the Educational Master and Strategic Plans that you will not be providing and that you will be expecting from the facilities and technology master planners, if different than specified under the "Scope of Services" section of this RFQ&P.
  - e. What strategies will be used to assure appropriate participation from district, college, and community constituencies?

**Cover letter to District in addition to the Proposers 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' Education Master and Strategic Plans 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 firm.
- 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 firm 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.

**Proposer Firm Information**

- Type of Firm:  
Corporation: \_\_\_\_\_ Proprietorship: \_\_\_\_\_ Partnership: \_\_\_\_\_  
Joint Venture: \_\_\_\_\_ Other (please describe): \_\_\_\_\_
- Business License Number: \_\_\_\_\_
- Number of years in business under firm name: \_\_\_\_\_
- Has the firm 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 firm?

YES

NO

If yes, explain. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

YES

NO

If yes, please explain. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PROPOSAL FORM B**  
**PERSONNEL AND STAFFING RESOURCES (8 PAGES)**

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 firm.
2. Resumes should include the Project Executive or person(s) providing oversight of the project team, if applicable.
3. 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 district/campus educational master or long-range educational planning and the proposed role. If the Proposer is chosen as a finalist, the proposed individual/s must attend the interview and in-person presentation.
4. Indicate whether or not individual is currently a direct employee of the firm. If a direct employee, indicate how many years with the firm.
5. 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.
6. Link each named person with the specific tasks, responsibilities, and deliverables.
7. 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 (6 PAGES)**

1. Describe how the firm will provide services and fulfill the requirements and expectations of the District.
2. Based on the RFQ&P scope, clearly specify any work that would be considered additional services.
3. Identify any special services typically provided by the firm and how those services are billed.
4. Indicate the firm's proximity to the District and availability to accomplish the work.
5. List projects in chronological order in which team members were involved. Indicate whether project was completed by firm or by a team member when employed by another firm.
6. Submit complete examples of similar Educational Master and Strategic Plans.

**PROPOSAL FORM D**  
**FEE AND RATE PROPOSAL (2 PAGES)**

The proposed fee schedule shall include fully burdened hourly rates for each title/individual proposed for the work. 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 not-to-exceed fee accordingly using the form below.

1. The Fee Proposal shall include all costs to complete the scope of work including working with the FMP and TMP consultants to develop those master plans.
2. Please indicate the title of each team member to be assigned to this project, along with the billable hourly rate and estimated total hours required to fulfill their duties. Such rates shall include all labor, materials, overhead and profit (OH&P), and other direct and indirect costs including incidental travel. Actual contract rates and project fees will be subject to negotiation prior to issuance of any agreement.

Team Member Title	Hourly Billable Rate	Total Est. Project Hours	Extended Cost
	\$		\$

3. **Other Costs:** Please indicate below any costs not specified above, and list any applicable reimbursable and their respective unit costs:

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4. **TOTAL PROPOSAL FEE NOT TO EXCEED:** \$ \_\_\_\_\_  
 (Including all billable hours, costs and deliverables)

**PROPOSAL FORM E**  
**GENERAL TERMS AND CONDITIONS (2 PAGES)**

**Offer Held Firm:** 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, firm, 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 affirms 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 firm 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 firm.

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 (4 PAGES)**

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 firm 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)/firm/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: \_\_\_\_\_

**PROPOSAL FORM G**  
**ADDENDA ACKNOWLEDGEMENT**

**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 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: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
City State Zip Code

(Corporate Seal)

**APPENDIX C**  
**Firm'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



### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is between South Orange County Community College District ("District"), a California community college district and political subdivision of the State of California, and [CONTRACTOR NAME] ("Contractor"). District and Contractor are also referred to collectively as the "Parties" and individually as "Party."

WHEREAS, District is authorized by Section 53060 (see Appendix 14) of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of these mutual promises, the Parties agree as follows:

1. Scope of Service. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession. Services to be provided by Contractor "Work":

**[INSERT BRIEF SUMMARY OF SKILLED SERVICES TO BE PERFORMED. DETAILED SCOPE OF WORK AND SPECIFICATIONS SHOULD BE REFERENCED AS AN ATTACHMENT]**

Contractor agrees and understands that District does not and will not take any responsibility for the storage, archiving or distribution of Contractor's instructional materials, textbooks, etc., and/or other supplies related to this program.

2. Term. This Agreement shall commence on [SELECT START DATE], and shall continue in full force and effect thereafter until and including [SELECT END DATE] ("Term"), unless this Agreement is terminated during the Term pursuant to this Agreement.

3. Payment.

A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed [DOLLAR AMOUNT SPELLED OUT] Dollars (\$[NUMERICAL DOLLAR AMOUNT]) ("Contract Amount"). Additional details:[INSERT DETAILS OF COMPENSATION(Rate Schedule/Milestone/Etc.) OR REFERENCE AN ATTACHMENT].

B. For Reimbursement of Expenses. Unless otherwise agreed upon by District in writing or specifically provided in this Agreement, Contractor shall assume and pay, at Contractor's sole expense, all costs and expenses incurred by Contractor in performing the Work under this Agreement ("Expenses").

C. Method and Schedule of Payment. District shall pay to Contractor the Contract Amount pursuant to invoice from Contractor in accordance with this Agreement.

- i. Invoice. Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District, and Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District's Contract and Procurement Services Department.

4. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. **Trademark/Logo Use.** Contractor must obtain written approval from District's Public and Government Affairs, Public Information Office ("PIO") to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

6. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of District. Contractor, understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility his/her acts and/or liabilities including those of his/her employees or agents as they relate to the Work to be provided under this Agreement. Contractor shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Contractor and Contractor's employees. Contractor should be aware the IRS regulations require District to report total income exceeding six hundred dollars (\$600) under this and any additional Agreements in any given year. The District will not withhold taxes, unemployment insurance or social security for Contractor or Contractor's employees or independent subcontractors. Contractor agrees to indemnify and hold District harmless from and against any and all liability arising from any failure or alleged failure of Contractor to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Contractor's employees.

7. **Use of Subcontractors.** Contractor must obtain District's prior written approval to use any subcontractors while performing any portion of this Agreement and such approval may be conditioned on approval of the subcontract between Contractor and subcontractor. Such approval must include approval of the proposed subcontractor and the terms of compensation. District retains the right to obtain copies of subcontractor insurance coverage at any time. Nothing in this Section shall be interpreted as creating a contractual relationship between District and any approved subcontractor. Notwithstanding District's approval of any subcontractor's contract, Contractor shall remain solely responsible for any harm, damage, or claim arising from any subcontractor's acts or omissions as set forth in Section 13.

8. **Materials and Expenses.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Work to be provided pursuant to this Agreement. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Work for District.

9. **Policies & Procedures and Rules & Regulations.** Contractor will comply with District's policies, procedures, rules and regulations and applicable laws.

10. **Originality of Services.**

- a. **Matters Produced Under this Agreement.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
- b. **Contractor Use of Other Copyright/Trademark/Patent Materials.** Contractor is responsible for arranging and paying for all rights and copyrights necessary and for all costs arising from the use of any material covered by copyright, patent, trademark or franchise. Contractor agrees to indemnify, defend and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.

11. **Termination.** Either Party may, at any time, with or without cause, terminate this Agreement by providing at least thirty (30) days written notice to the other Party prior to the requested termination date. In such case, District shall compensate Contractor only for Work satisfactorily rendered to the date of termination. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor. In such case, notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

12. **Indemnification/Limitation of Liability.** To the fullest extent permitted by law and as a material part of this agreement, Contractor shall indemnify, hold harmless, and defend the District, its Board of Trustees, officers, employees, agents, volunteers, and representatives from and against all claims, liability, loss, cost, damages, expenses and obligations, including reasonable attorney fees, arising from the acts or omissions of Contractor or of persons acting on behalf of Contractor, however caused, in the performance of the services specified herein excluding, however, such liability claims, losses, damages, or expenses arising from the District's sole or active negligence, willful misconduct, or unlawful acts. In the event any article sold and delivered hereunder is covered by any patent, copyright, or application thereof, Contractor shall indemnify, hold harmless, and defend the District from any and all loss, cost or expense resulting from claims, suits or judgments rendered for violation of rights under such patents, copyright, or application. In no event shall the District be liable for any loss of Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages.

The parties understand and agree that the above shall be the sole indemnity provision governing this agreement. Any other indemnity that is attached to this agreement shall be void and unenforceable between the parties.

13. **Insurance Requirements.** Contractor agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury (including, but not limited to, injuries sustained as a result of an offense directly or indirectly related to Contractor employee or Contractor third-party representative including assault or abuse, sexual or otherwise), broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance

with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).

Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy(ies). Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation. All certificates must be faxed or emailed, followed by a hard-copy in the mail to District, Attn: Risk Management Services, 28000 Marguerite Parkway, Mission Viejo, CA 92692-3635, before Work is to commence.

Transportation. Contractor hereby acknowledges and understands that it is his/her responsibility to arrange for transportation to provide all Work necessary and/or required by this Agreement and is solely responsible for all associated costs. The District is in no way responsible for, nor does District assume any liability for, any injury or loss which may result from Contractor's transportation for which the Contractor shall indemnify the District in accordance with Section 13 above.

14. Compliance with Applicable Laws. The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations ("Rules"). If District disapproves of any service provided by Contractor, or if Contractor fails to comply with any applicable Rule, Contractor shall address the issue immediately at no additional cost to District.

15. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Agreement.

16. Prevailing Wage. Contractor certifies that Contractor is aware of Labor Code Section 1771, prevailing wages paid on Public Works projects greater than \$1,000, and Contractor will comply with said requirement.

17. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

18. Confidentiality. Subject to any state or federal laws requiring disclosure (e.g., the California Public Records Act), the Parties agree, during the term of this Agreement and for five (5) years after termination or expiration of Agreement, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. Parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the implementation of, and as specified in, this Agreement. Each Party agrees to take all reasonable steps to ensure that proprietary or confidential information of either Party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Agreement.

19. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Work is actually being performed pursuant to this Agreement.

20. Entire Agreement/Amendment. The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved by District's Board of Trustees, and executed by the Parties after the release of this Agreement. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.

21. Non-Discrimination. Contractor agrees not to engage in unlawful discrimination in the employment of persons, or in the acceptance, assignment, treatment, evaluation or compensation of students who participate in programs sponsored or arranged by District, on the basis of race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status.

22. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

23. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: South Orange County Community College District  
Priya Jerome, Executive Director, Procurement, Central Services & Risk Management  
28000 Marguerite Parkway  
Mission Viejo, CA 92692-3635  
(949) 582-4850

Contractor: [CONTRACTOR NAME]  
[AUTHORIZED REPRESENTATIVE'S NAME]  
[ADDRESS]  
[CITY, STATE, ZIP]  
[PHONE NUMBER] / [EMAIL ADDRESS]

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

24. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

25. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

26. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

27. Conflict of Interest. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

28. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange, California.

29. Authority to Execute. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement.

30. Approval by District's Board of Trustees. Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against District unless and until District's Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.

31. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement.

32. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless the South Orange County Community College District, the Chancellor's Office of the California Community Colleges and any California community college using the Contractor's products from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

33. Certification Regarding Debarment, Suspension or Other Ineligibility. (Applicable to all agreements funded in part or whole with federal funds).

- a. By executing this contractual instrument, Contractor agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98) (see Appendix 15).
- b. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
  - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility;

- 3) Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.2) above, of this certification;
- 4) Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;
- 5) Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
- 6) Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

IN WITNESS WHEREOF, Parties hereby agree.

CONTRACTOR

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

Print Name: [     ] \_\_\_\_\_

Print Name: [Choose: Jerome(Ex Dir)<\$50,000>Gabel(VC)] \_\_\_\_\_

Print Title: [     ] \_\_\_\_\_

Print Title: [Select Title of Signer] \_\_\_\_\_

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

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

Initiating Department:

\_\_\_\_\_  
Contact Name:

\_\_\_\_\_  
Contact Phone & Email:

**APPENDIX E**  
**Submission Checklist**  
**South Orange County Community College District**  
**Consultancy Services for the Development of District and Colleges' Education Master and Strategic Plans**

Item	Included in RFQ&P Response
Proposal Form A: Letter of Interest and Approach	
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: Firm's Certificate Regarding Workers' Compensation	
Appendix D: Sample Agreement for Consultancy Services for the Development of District and Colleges' Education Master and Strategic Plans	Not necessary to include with proposal if no changes are being requested, but receipt acknowledge
Appendix E: Submission Checklist	