



Request for Qualifications and Proposals (RFQ&P)

No. 389D

District-wide Technology Strategic Master Plan Development Services

Proposal Due Date

Tuesday, September 08, 2020

At 12:00 PM

Procurement, Central Services and Risk Management

28000 Marguerite Parkway

Health Sciences – 3rd Floor

Mission Viejo, CA 92692

Notice to Firms

Request for Qualification/Proposal (RFQ&P) No. 389D

District: SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Project: RFQ&P 389D
District-wide Technology Strategic Master Plan
Development Services
South Orange County Community College District

Deadline for Proposals: Tuesday, September 08, 2020
12:00 PM

**Email Address for
Receipt of Proposals:** purchasing-dept@socccd.edu

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 (RFQ&P) for the above Project.

The District is the issuing agency for this RFQ&P in partnership with the Foundation for California Community Colleges (Foundation). The Foundation is the official nonprofit auxiliary organization for the California Community Colleges Chancellor's Office. The Foundation brings with it the ability to enter into an Agreement on behalf of the 72 California Community College Districts.

There will be a mandatory pre-proposal meeting conducted via a Zoom Conference Call at 10:00am, Wednesday, August 26, 2020. All RFQ&P respondents shall confirm their attendance by email to purchasing-dept@socccd.edu by 5:00 PM on Monday, August 24, 2020. The subject line should read: "RFQ&P 389D Pre-Proposal Meeting Confirmation." A call-in number for the Zoom Conference Call will be provided prior to the meeting day to those who confirm attendance. Any proposer that does not attend the entire conference call may be deemed non-responsive.

The complete RFQ&P is available online at www.socccd.edu at the Bids link.

Any and all questions must be sent via email to purchasing-dept@socccd.edu. Contractors shall reference RFQ&P 389D District-wide Technology Strategic Master Plan Development Services in the email subject line. The final day for questions shall be Friday, August 21, 2020, no later than 5:00 PM.

The District reserves the right to reject any or all submittals or to waive any irregularities and/or informalities in any proposals.

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

Priya Jerome

Executive Director, Procurement, Central Services & Risk Management

PUBLISH: OC REGISTER - 8/10/20 & 8/17/20

RFQ&P No. 389D District-wide Technology Strategic Master Plan Development Services

SCHEDULE

Date of Issue / Document Available	8/10/2020
Advertisement Dates	8/10/2020 8/17/2020
Publication	OC Register
Requests for Information (RFI)	8/21/2020
Mandatory Pre-Proposal Meeting	8/26/2020 10:00 AM Zoom conference call information will be sent to all firms that RSVP
District Responds to RFI's	8/28/2020 End of Day
Due Date	Tuesday, September 08, 2020 12:00 PM
Interview/Presentations (if needed)	Friday, September 18, 2020 Time TBD Zoom conference call information will be sent to shortlisted firms
Contract Negotiations (if needed)	September 22 - 25, 2020
Anticipated Governing Board Approval	October 19, 2020

1. DISTRICT OVERVIEW

The 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, procurement, contracting, 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

The District is in the process of finalizing its 2020 Education Master and Strategic Plan (EMSP) and 2020 Facilities Master Plan (FMP). Pursuant to the completion of these two master planning documents, the District needs to develop a new District-wide Technology Strategic Master Plan (DTSMP). The new DTSMP shall incorporate needs assessments in order to align technology priorities with the goals and objectives of the colleges and District services. Guided by the EMSP and consonant with prior college and district-wide technology plans, FMP, and other planning documents, the primary objective of the DTSMP is to determine current and future technology needs, support the prioritization of those needs while aligning those needs with resources.

Similar such technology strategic planning document needs exist at all of the 72 California Community College Districts. The Foundation for California Community Colleges CollegeBuys Program, hereinafter referred to as Foundation, is the official nonprofit auxiliary organization for the California Community Colleges Chancellor's Office. The Foundation brings with it the ability to enter into an Agreement on behalf of the 72 California Community College Districts.

2. INSTRUCTIONS, INFORMATION AND GENERAL CONDITIONS

PURPOSE OF RFQ&P

The District is the issuing agency for this RFQ&P in partnership with the Foundation. The awarded firm will enter into an Agreement with the District (See Appendix D: Sample District Information Technology Professional Services Agreement) and a separate Agreement with the Foundation on behalf of the 72 California Community College Districts (see Appendix E: Sample Foundation Administrative Services Agreement).

The District and Foundation are seeking qualification statements and proposals from qualified firms with proven technology master plan development experience to provide the District-wide Technology Strategic Master Plan Development Services. The selected firm will work with the steering committee, take an active leadership role in the entire process, present to the Board of Trustees, and prepare final documents. District-wide Technology Strategic Master Plan Development Services. The District and Foundation plan to select a firm with specific experience in writing technology plans for educational institutions. The entirety of this RFQ&P sets forth the 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 designation of Foundation refers to the Foundation for California Community Colleges, the official nonprofit auxiliary organization for the California Community Colleges Chancellor's Office.
- The term "**Proposers**" refers to Firms that elect to submit proposals for District-wide Technology Strategic Master Plan Development 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.
- Throughout this document, the term "**Foundation**" shall be used to designate the rights and responsibilities of the Foundation for California Community Colleges.
- 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 the attention of Priya Jerome at purchasing-dept@socccd.edu.

Questions will only be accepted until 8/21/2020 no later than 5:00 PM. The e-mail subject line should read: "Your company name/Questions regarding RFQ&P No. 389D." 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 8/28/2020. All addenda 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 via email submission as shown below. No hard copies will be required.

Proposals are to be submitted, via e-mail, to the Purchasing Department at purchasing-dept@socccd.edu no later than **12:00 PM** on Tuesday, September 08, 2020. 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 "Your company name/submittal for RFQ&P No. 389D ("Email 1 of XX" if more than one).

Emphasis should be on brevity and clarity of contents. Proposals should be in 12-point type. Proposals submitted in response are to be labeled Form A, B, C etc. and be in the following order:

1. **Letter of Interest and Approach, Cover Letter and Proposer Firm Information** – PROPOSAL FORM A
2. **Personnel and Staffing Resources** – PROPOSAL FORM B
3. **Related Experience and Methodology** – PROPOSAL FORM C
4. **Project Schedule** – PROPOSAL FORM D
5. **Fee and Rate Proposal** – PROPOSAL FORM E
6. **General Terms and Conditions** – PROPOSAL FORM F
7. **References** – PROPOSAL FORM F
8. **Addenda Acknowledgement** – PROPOSAL FORM H
9. **Appendices**
 - A. Non-Collusion Declaration – Must be notarized
 - B. Equal Opportunity Affirmative Action Statement (requires Corporate Seal)
 - C. Firm's Certificate Regarding Worker's Compensation (requires Corporate Seal)
 - D. Sample District Information Technology Professional Services Agreement
 - E. Sample Foundation for Community Colleges Administrative Services Agreement
 - F. Sample Implementation Plan
 - G. Submission Checklist

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

NO COMMITMENT TO AWARD AND RIGHT TO REJECT

This RFQ&P does not constitute a commitment by the District to award a contract. The District reserves the right to waive any irregularities and/or informalities and to reject any or all proposals and/or to cancel the RFQ&Ps. The District expressly reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFQ&P, to negotiate with more than one proposer concurrently, or to cancel all or part of this RFQ&P. The award shall be made on the proposal that serves 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.

PUBLIC RECORDS

All materials submitted in response to the RFQ&P are deemed property of the District upon submission to the District. Responses to the RFQ&P and other materials submitted in connection therewith shall be deemed "public records" except for those marked or noted by a Respondent as "trade secrets" (as that term is defined and used in Civil Code §3426.1), "confidential" or "proprietary". Financial statements are not subject to disclosure under the Public Records Act. The foregoing notwithstanding, the District may reject for non-responsiveness a Response to the RFQ&P which indiscriminately notes that the Response or portions thereof are "Trade Secret", "Confidential", or "Proprietary" and exempt from disclosure as a public record. Notwithstanding the designation of materials submitted in response to the RFQ&P as "public records" such materials shall not be subject to disclosure under the Public Records Act until after the District has issued a recommendation for award of the DTSMP Services Agreement. The District is not liable or responsible for the disclosure of RFQ&P Responses, or portions thereof, deemed to be public records, including those records exempt from disclosure if disclosure is required by law, by an order of a court of competent jurisdiction, or which occurs through inadvertence, mistake or negligence on the part of the District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of an RFQ&P Response deemed exempt from disclosure hereunder, by submitting an RFQ&P Response, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a disinterested stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

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. 389D." 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 and 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 RFQ&P, 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. Proposers are required to follow and adhere to the format as prescribed in this RFQ&P.

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 notify the District of the error in writing and request modification or clarification of the document through the timelines and process identified in the Proposal Questions / Requests for Information (RFI) section of this RFQ&P. All requests for clarifications shall be sent to the

attention of the Executive Director of Procurement, Central Services and Risk Management by email at purchasing-dept@socccd.edu.

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 and/or clarification to allow corrections of errors or omissions.

RESPONDENTS CONTINUING OBLIGATION

Each Respondent is under a continuing obligation, commencing upon submission of its RFQ&P Response, to immediately notify the District, in writing, if it learns that any of the following have occurred: (i) any statement made in any portion of its RFQ&P Response was false, misleading or omits material facts rendering any statement in its RFQ&P Response to be false or misleading; (ii) circumstances have occurred since the Respondent submitted its RFQ&P Response that, if they had occurred prior to the date that the Respondent submitted its RFQ&P Response, would have required the disclosure of such circumstances; or (iii) the Respondent has undergone a change in ownership in which ownership of fifty percent (50%) of more of its stock, ownership equity or assets has changed.

NO DISTRICT WARRANTY

Respondents are solely responsible for confirmation of the suitability of any information provided by the District relating to the Project or this RFQ&P, including, estimates of costs, statements of needs or requirements, projections, and budgets. The District does not warrant the accuracy, sufficiency or completeness of such information.

INTERVIEWS

The District intends to interview firms and has scheduled interviews on Friday, September 18, 2020 via a Zoom conference call. Oral presentations will be evaluated and may be subjected to the selection criteria. The District requires the mandatory presence of 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 submitted shall be 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, 2020 through December 31, 2021. Proposer is responsible to determine necessary number of hours to complete the work. Any services provided beyond the negotiated contract time and that were not caused by the District will be provided at no additional cost to the District. 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.

DISTRICT MODIFICATIONS TO PROPOSALS

Any interpretation, modifications, correction, or change of this RFQ&P will be made by written Addendum and will be issued by the District and shall become part of the RFQ&P. 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. 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 H.**

NEGOTIATION

District reserves the right to negotiate the final pricing and all other terms and conditions before award of contract.

AWARD OF CONTRACT

It is anticipated that a contract will be awarded by the Board of Trustees at a regularly scheduled meeting on October 19, 2020. The award will be made to the responsive and responsible firm judged to offer the most advantages and deemed the best fit for the District. At the time of the formal award, the apparent successful firm shall 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 the District and the Proposer;
- B. This RFQ&P as originally released, with Appendices and any addenda released prior to proposal opening.
- C. The Proposer’s proposal in total, including all addenda and attachments;

All of the above documents are intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the final Agreement and the provisions set forth in the above referenced documents and/or any other attachments or exhibits thereto (referred to as “referenced documents” for the purposes of this section), the Agreement shall control, unless the provisions set forth in any of the above “referenced documents” to this Agreement provide the District with greater benefits or more expansive services in which case such provisions set forth in any “referenced documents” shall compliment the terms of the Agreement. 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 RFQ&P.

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 her/him 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 to perform their duties and so inform the Proposer, the Proposer shall immediately remove such person from this work and such individual 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 District employees, members of the evaluation committee, members of the Board of Trustees or any consultant or professional retained by the District for the purpose of providing the District advice or professional services relating to the Project or the RFQ&P unless at the request of the District's designated contact person (Priya Jerome, Executive 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.

ACCESSIBILITY REQUIREMENTS

The District is committed to an accessible environment for all Faculty, Staff, Students, and Community Members. To support this goal only products which are accessible to all Faculty, Staff, Students, and Community Members as defined under Sec 508 of the Rehabilitation Act

(<http://www.section508.gov/section-508-standards-guide>) and WCAG 2.0 Level AA (<http://www.w3.org/TR/WCAG20/>) specifications will be purchased.

The Proposer shall provide a product or service that meets the District's Accessibility and Usability requirements, and maintain documentation describing the conformance to specified standards on a public website. The Proposer will assume financial responsibility for any accommodation expenses incurred due to a failure of the product/service to meet accessibility requirements.

With respect to accessibility requirements, the Proposer shall:

1. Conform to section 508 of the Rehabilitation Act (<http://www.section508.gov/section-508-standards-guide>) and WCAG 2.0 Level AA (<http://www.w3.org/TR/WCAG20/>) specifications.
2. Provide documentation regarding the level of accessibility conformance in the form of a Voluntary Product Accessibility Template (VPAT) and documentation as to how the product meets WCAG 2.0, Level AA.
3. Comply with all applicable FCC regulations regarding advanced communications services, including support for multi-modal advanced communications services to facilitate communication between individuals using digital text, audio, and video (<http://www.fcc.gov/encyclopedia/advanced-communications-services-ac>).
4. Respond to any accessibility issues discovered or reported by users within one (1) business day and communicate in writing a timeframe specific to resolving the reported issue(s). Resolution of reported accessibility issue(s) should be addressed as the highest priority within the next immediate development cycle or otherwise mutually agreed upon timeline.
5. Include considerations for accessibility and universal design in product development, testing, and updates by ensuring to the greatest extent possible equivalent ease of use for individuals with disabilities as compared to non-disabled individuals.
6. Identify a designated accessibility representative to address issues or questions pertaining to the accessibility of the product or service.

Proposer(s) who are deemed by the District will be required to submit their proposed products and documentation to an independent third-party firm of the District's choosing for a review of the accessibility of your proposed products and services. The District reserves the right to direct the Proposer regarding which sections of the proposed system will be evaluated. The Proposer and District will be invited to the debrief meeting and provided a copy of the final report. The costs for this evaluation will be fully covered by the Proposer.

3. EVALUATION OF PROPOSALS

The proposals shall be primarily evaluated based upon qualifications of the firm and personnel, innovativeness, demonstrated knowledge and experience with California community colleges, and estimated fees.

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. The interview process may include members from the District’s leadership in addition to select members of the screening committee.

Team members giving the presentation shall consist of those who will actually direct, execute, and complete the project. The firm selected as first choice will be notified and asked to negotiate final terms of the contract. Contract 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 proposal form and sections as identified below. RFQ&P responses submitted in formats other than those prescribed in this RFQ&P document may be rejected at the sole discretion of the District. 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 Approach	10
B	Personnel and Staffing Resources	20
C	Related Experience and Methodology	30
D	Project Schedule	10
E	Fee and Rate Proposal	30
	Total	100
Interviews		Points
		100

4. SCOPE OF SERVICES

The District is seeking a qualified Firm to develop and offer services for the DTSMP in a scope with multiple components as shown below. The DTSMP will minimally establish the technology needs defined for each scope of services component. The District and the Foundation reserves the right to award contract for all scope of service components and/or for one or more components that best suit each of our respective needs.

Task 1: 10-Year DTSMP Development Services

Task 2: Specialized Technology Planning Services (Customized to District-Specific Technology Needs)

TASK 1: 10-YEAR DTSMP SERVICES

The Firm shall develop the DTSMP covering a ten-year period. The DTSMP will establish the short and long-term technology needs for the District based upon the 2020 EMSP along with prior college and district-wide technology plans, the 2020 FMP, and other planning documents. The primary objectives are to determine current and future technology needs, identify the improvements (software/hardware/infrastructure, etc.) required, establish project priorities, formulate project costs, recommend a resource allocation plan and support the prioritization of those needs, and align needs with resources. The ten-year plan period shall focus on technology platforms that are available within the five years of DTMSMP completion while addressing trends, transitions and upgrades/replacements needed to adapt to technology in the future years five through ten.

TASK 1 GOALS:

- 1) Support and enhance the District and Colleges' academic, student support, administrative goals and programs based on the District's 2020 EMSP, 2020 FMP and other District-wide plans and initiatives.
- 2) Identify needs to add or update technology to accomplish District educational initiatives. Evaluate future enrollment needs and project associated technology needs.
- 3) Assess existing technologies and provide recommendations for improvements to existing and long-range technology.
- 4) Assess existing technology infrastructure and provide recommendations for improvements to existing and long-range technology infrastructure.
- 5) Identify needs to add, upgrade or replace technologies and/or technology infrastructure to accomplish District educational initiatives. Evaluate future enrollment and program trends based on the EMSP and FMP and project associated technology needs.
- 6) Identify projects' scope and costs. Facilitate an evaluation of the benefits related to a broad array of options to meet current and projected technology needs.

- 7) Develop a District-wide process to prioritize projects that meet current and projected technology needs, such as online education. The following items are desired outcomes of the District-wide process:
 - a) Develop a DTSMP List by fiscal year to identify future funding needs, strategies, and options within projected funding.
 - b) Develop an Implementation and Funding Allocation Plan (see Appendix F: Sample Implementation and Funding Allocation Plan) to fulfill the identified needs, coordinating the scope of work with funding resources in fiscal year intervals and create a five-year planning schedule with a forecast outlay for years five through ten for work District-wide.
- 8) All aspects of the DTSMP should be focused on sustaining the District's investments and processes.
- 9) Develop a structure for technology governance in accordance with the District's mission and vision to facilitate IT service coordination and ongoing strategic technology planning.
- 10) Identify changing trends and forecast future technology platforms affecting education. Develop a plan for how current technology should cost effectively transition to new platforms as it goes out of life.
- 11) Develop metrics to help assess the effectiveness of the DTSMP.
- 12) The final DTSMP should include, at minimum, all elements in the Sample Table of Contents provided as part of this RFQ&P.

TASK 1 DTSMP PLANNING PROCESS:

- 1) The Firm will assist the District beginning with the planning process through to the District's Board of Trustees acceptance of the DTSMP.
- 2) The planning process will require interactive meetings, planning charts, surveys, open forums, workshops and presentations. The Firm will incorporate feedback through a participatory governance process which includes the District-wide Technology Committee and the college technology committees and presentation of the final plan to the District's Board of Trustees for approval.
- 3) During the process, the Firm will be responsible for producing documents for review prior to distribution. The firms shall provide electronic files including all backup documentation developed during the process.
- 4) The Firm shall assign a team of individuals to the project who must minimally possess:
 - a) Familiarity with public educational institutions (California preferred). Technical planning expertise in educational technology including capability to assess current and long-range technology trends.
 - b) Experience in a broad range of educational technologies.
 - c) Experience in projecting future funding needs, strategies, and options within projected funding. Experience in working with basic aid and/or bond funded projects is desired.

TASK 1 DTSMP DELIVERABLES:

During the DTSMP development process, the Firm will be responsible for producing all meeting minutes and associated handouts in an electronic format for review by District staff prior to distribution. The final product will include, but not be limited to:

- 1) A plan that illustrates needed technologies and technology infrastructure to accommodate future educational programming, as well as online learning and projected growth.
- 2) Recommendations for all technology infrastructure projects with comprehensive analysis and justifications.
- 3) The Implementation Plan is a critical component of the final product. The Implementation Plan will coordinate all DTSMP projects with funding resources using fiscal year intervals.
- 4) Ensure apportionment of each project's funding is in alignment with anticipated budgets.
- 5) Provide a separate binder/electronic file including all backup documentation developed during the DTSMP process.
- 6) A recommended approach to the planning process to obtain the outcomes that are described within this RFQ&P. These documents will include at a minimum:
 - a. Technology Strategic Plans (book format), Thirty (30) copies.
 - b. The DTSMP shall minimally include all contents as per the final Scope of Work negotiated by the District.
 - c. Implementation and Funding Allocation Plan.
 - d. Electronic copies of all documents
 - e. Both hard and electronic submittals will be high resolution (no less than 300 dpi)
 - f. Shall meet and/or exceed all accessibility requirements of section 508 of the Rehabilitation Act of 1973.

The Proposer should anticipate a minimum start-up period of two to three weeks for orientation meetings with the District's executive leadership team before the formal planning process begins.

TASK 1 ACTION ITEMS:

Action Item 1: Process Development: Determine the overall process to engage all key stakeholders. Develop a meeting schedule and coordinate to confirm meeting times and agendas.

Action Item 2: Program Definition/Data Collection: Use the EMSP information on expected increases to online learning, growth capacity, and subsequent Program Reviews by the college to determine the type and amount of technology and technology infrastructure that would be needed over the next ten years. The information will translate into software, hardware and infrastructure requirements.

Action Item 3: Technology Needs Analysis including Future Expansion: The Proposer will examine all existing and potential future technology needs District-wide. The DTSMP shall include recommendations to address future technology needs District-wide.

Action Item 4: Current Condition Analysis: The Proposer will assess the condition of the existing technology programs District-wide.

Action Item 5: DTSMP Issues and Options: The Proposer shall articulate key goals for the DTSMP and develop a set of guiding principles as a framework for the DTSMP after completion of services.

Action Item 6: Present Draft DTSMP for Review: Develop the draft DTSMP to include the following at a minimum:

1. Executive Summary inclusive of all projects listed and project phasing for the District as a whole.
2. Irvine Valley College Technology Strategic Plan with proposed funding sources, detailed project descriptions, project budgets, and master plan schedule with timelines.
3. Saddleback College Technology Strategic Plan with proposed local funding sources, detailed project descriptions, project budgets, and master plan schedule with timelines.
4. District-wide services Technology Strategic Plan with proposed local funding sources, detailed project descriptions, project budgets, and master plan schedule with timelines.
5. Funding projections with estimated cash flow broken down by each project phased by fiscal years to span 2020 to 2030 for the District as a whole.

Action Item 7: Adoption and Implementation: The final phase of the FMP process includes adoption and implementation with a formal presentation to the Board of Trustees on or about October 2021. Anticipate no less than three draft reviews prior to final acceptance.

TASK 1 - SAMPLE TABLE OF CONTENTS FOR DTSMP

- 1) Introduction
- 2) District-wide Technology Mission
- 3) District-wide Technology Vision
- 4) District-wide Technology Governance and Structure
 - a) District-wide Technology Committee (DTC) and Technology Leadership Team (TLT)
 - b) College Technology Committees
 - c) Delineation of Function
- 5) Process
 - a) Joint planning (district-wide and college specific)
 - b) Strategic direction while maintaining flexibility (i.e., tech always changes)
 - c) Reference EMSP and other plans (e.g., State-wide) as guiding this plan
 - d) Define evaluation process

- e) Continuous process improvement (usage of Key Performance Indicators (KPI) and frequency of reviews)
- f) Graphic: interconnection among plans
- 6) External trends and factors
- 7) Internal needs assessment
 - a) Irvine Valley College internal needs assessment (Surveys, scans, forums, industry trends, etc.)
 - b) Saddleback College internal needs assessment (Surveys, scans, forums, industry trends, etc.)
 - c) District-wide internal needs assessment (Surveys, scans, forums, industry trends, etc.)
- 8) Technology Goals and Objectives
 - a) Irvine Valley College technology goals and objectives (High-level goals and objectives, KPI evaluation e.g., professional development)
 - b) Saddleback College technology goals and objectives (High-level goals and objectives, KPI evaluation e.g., professional development)
 - c) District-wide technology goals and objectives (High-level goals and objectives, KPI evaluation e.g., professional development)
- 9) Appendices
 - a) Cost/Benefit Analyses
 - b) Total Cost of Ownership (TCO)
 - c) Service Catalog with Service Level Agreement (SLA)
- 10) Technology Standards

TASK 2: SPECIALIZED TECHNOLOGY PLANNING SERVICES (CUSTOMIZED TO DISTRICT-SPECIFIC TECHNOLOGY NEEDS)

Services identified within Task 2 are considered additional and as-needed. The specialized as-needed services included in the descriptions below:

DESCRIPTION OF TASK 2 SERVICES:

- 1) **Covid-19 Related Technology Plan:** Develop a Pandemic/COVID-19 resistant plan that addresses technology related transitions needed to support public education services. The primary objective of the plan shall be to determine current and future technology needs, identify the improvements (software/hardware/infrastructure, etc.) required, establish project priorities, formulate project costs, recommend a resource allocation plan and support the prioritization of those needs, and align needs with resources.
- 2) **Cloud Solutions Plan:** Assess existing cloud infrastructure and provide recommendations for improvements to establish a long-range cloud-based infrastructure. Based on current and future trends in cloud-based technology, recommend solutions to the district's current plan, establish project priorities, formulate project costs, recommend a resource allocation plan and support the prioritization of those needs, and align needs with resources.
- 3) **Infrastructure, Network and Hardware Plan:** Identify needs to add and/or update the infrastructure, network and hardware technology platform. Based on current and future trends in hardware technologies, recommend solutions to the district's current platform, establish project priorities, formulate project costs, recommend a resource allocation plan and support the prioritization of those needs, and align needs with resources. Evaluate future enrollment and program trends based on the EMSP and FMP and project associated technology needs.
- 4) **IT Security Plan:** A complex set of digital products and services that combine to provide a district-wide strategic security plan. Sample components shall minimally include, but not be limited to a security regulatory compliance matrix, employee and student awareness training, and a detailed roadmap for continuous security program improvement.
- 5) **Distance Education Infrastructure Plan:** A complex series of digital products and services that combine to create an online learning environment. Sample components shall include, but are not limited to student-facing systems (e.g., learning management system, student information system, lecture capture and transcription, plagiarism detection, accessibility checkers, media libraries, training and help desk systems) as well as technical underpinnings such as network capacity and bandwidth.

In delivering the above identified services, the Firm shall undertake a thorough and interactive planning process which shall include key constituency groups, produce documents for review and finalization, assign a dedicated team of individuals that specialize in the areas identified above, complete a technology needs analysis factoring current conditions to facilitate future expansion and deliver a comprehensive district-wide planning and implementation document for each of the plans as needed.

PROPOSAL FORM A
LETTER OF INTEREST AND APPROACH, COVER LETTER
AND PROPOSER FIRM INFORMATION
(2 Page Limit Excluding Proposer Firm Information)

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 Firm as it relates to this specific project.
2. Describe your firm's knowledge of the District and why your firm is interested in this opportunity.

Cover Letter

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 District-wide Technology Strategic Master Plan Development 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 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 and eighty (180) days. **Complete Proposal Form A through H 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.
- A statement attesting that the Proposer is not on the federal list of current companies or individuals that have been declared ineligible to receive Federal contracts due to a violation of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended 29 U.S.C. Section 793; and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. Section 4212.
- Please indicate if the firm is a small, minority, women, and/or disabled veteran business enterprise by providing a copy of the current certification.
- A statement acknowledging that this RFQ&P is a collaborative effort between the South Orange County Community College District and the Foundation for California Community Colleges.
- A statement that the Proposer will make their proposed pricing and services available for use by the Foundation for California Community Colleges and all California Community Colleges.

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. _____

- Does the firm have an acceptable history of working proactively to avoid litigation?

YES NO

If no, please provide specific information on termination for default, litigation settled or judgments entered within the last five (5) years. _____

- Within the past five (5) years, have one or more contract(s) to provide services to which the Respondent was a party to have been terminated for default of the Respondent officers or principals of the firm?

YES NO

If yes, please explain. _____

PROPOSAL FORM B
PERSONNEL AND STAFFING RESOURCES
(One Page Maximum per Team Member)

1. Clearly identify roles and responsibilities and include resumes and profiles for all individuals assigned to the project team (including subconsultants) to minimally include:
 - a. Identify person/s who will be principally responsible (Project Executive) for working with the District.
 - b. Identify the specific tasks, responsibilities, and deliverables for each individual.
 - c. List the proposed team member's current and anticipated availability during the contract period.
 - d. Years of experience with a focus on California community college district qualifications relative to the proposed role.
 - e. Brief biography, education, training, professional certifications, and work experience history.
 - f. Highlights of the skills identified with their respective tasks.
 - g. Indicate whether or not individual is currently a direct employee of the firm. If a direct employee, indicate how many years with the firm. If the individual is not a direct employee, indicate how many years of collaboration the Firm has had with the individual and identify projects.

Note: If the Proposer is chosen as a finalist, the proposed individual/s and/or sub-consultants must attend the interview and in-person presentation.

PROPOSAL FORM C
RELATED EXPERIENCE AND METHODOLOGY
(Five Page Limit)

1. Provide a summary of the Firm's and proposed staff's experience in relation to the scope of services contemplated in this RFQ&P. Specifically address experience working with public educational agencies, especially those in California community colleges.
2. List projects in chronological order for the last five years in which proposed team members were involved. Indicate whether project was completed by firm or by a team member when employed by another firm.
3. Describe how the firm will provide services and fulfill the requirements and expectations of the District in relation to the scope of services identified in this RFQ&P.
4. Indicate the Firm's proximity to the District and availability to accomplish the work.
5. Do you provide weekly or monthly status reports? If so, describe the type of information the status report contains.
6. Illustrate examples of qualitative and quantitative data to be collected and describe how this data will be appropriately used to address the scope of services contemplated in this RFQ&P.
7. How will you work with the District and Campuses to ensure campus/district communities are fully engaged in the process and that you have the information necessary to be successful? Also, how will you ensure that the information provided to the District and Campuses will be accurate, timely, and sufficient?
8. What means and methodologies will be employed in completing the services contemplated in this RFQ&P?
9. List any exceptions to the Scope of Services for this RFQ&P.
10. Describe at least one instance where your firm's Technology Strategic Plan was adopted and successfully executed. Submit electronic links for 3-5 similar Technology Strategic Plans (electronic examples do not count towards the five-page limit).

PROPOSAL FORM D
PROJECT SCHEDULE
(Four Page Limit)

The Firm will work closely with the District and campuses to ensure accurate, timely, and sufficient information necessary is gathered to complete the project. Accordingly, please respond to the following:

1. Firm shall provide detailed illustrative project schedule that includes milestones, timelines for completion and the work plan for all phases included in the Scope of Services.
2. What strategies will be employed to ensure that the schedule is adhered to? Describe specific techniques to be adopted for working with the District and campuses' leadership, faculty, and staff to manage and conduct the data assimilation process and to keep the project on schedule. The proposal should specifically address how the team would balance the reality of deadlines with District's commitment to participatory (shared) governance and deliberative processes.
3. What strategies will be used to assure appropriate participation from District and campus constituencies?

In order to accomplish timely completion of the project, identify the various constituency groups that the firm anticipates would be part of the process and identify the number of meetings and hours of engagements needed.

**PROPOSAL FORM E
FEE AND RATE PROPOSAL**

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 accordingly using the form below.

Fees shall be firm and fixed. The proposed not to exceed fees shall be inclusive of all reimbursables.

Indicate 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), other direct and indirect costs including incidental travel, and all reimbursables. Actual contract rates and project fees will be subject to negotiation prior to issuance of any agreement.

1. TASK 1 FEES: 10-YEAR DTSMP SERVICES

Project fee will be on a lump sum basis. Provide a “not-to-exceed” fee in the table below for the scope of services identified for all phases in the following format:

Action Item 1: Process Development			
Team Member Title	Hourly Billable Rate	Total Est. Project Hours	Cumulative Fee
	\$		\$
Action Item 2: Program Definition/Data Collection			
Team Member Title	Hourly Billable Rate	Total Est. Project Hours	Cumulative Fee
	\$		\$
Action Item 3: Technology Needs Analysis including Future Expansion			
Team Member Title	Hourly Billable Rate	Total Est. Project Hours	Cumulative Fee
	\$		\$
Action Item 4: Current Condition Analysis			
Team Member Title	Hourly Billable Rate	Total Est. Project Hours	Cumulative Fee
	\$		\$
Action Item 5: DTSMP Issues and Options			
Team Member Title	Hourly Billable Rate	Total Est. Project Hours	Cumulative Fee
	\$		\$
Action Item 6: Present Draft DTSMP for Review			
Team Member Title	Hourly Billable Rate	Total Est. Project Hours	Cumulative Fee
	\$		\$
Action Item 7: Adoption and Implementation			
Team Member Title	Hourly Billable Rate	Total Est. Project Hours	Cumulative Fee
	\$		\$
TOTAL NOT TO EXCEED FEE FOR ALL TASK 1 ACTION ITEMS (1-7) (Including all billable hours, costs, deliverables, and reimbursables)			

(Duplicate as Necessary for Additional Personnel)

2. TASK 2 FEES: SPECIALIZED TECHNOLOGY PLANNING SERVICES (CUSTOMIZED TO DISTRICT-SPECIFIC TECHNOLOGY NEEDS)

Project fee will be on an a la carte / as-needed hourly fee basis. Such rates shall include all labor, materials, overhead and profit (OH&P), other direct and indirect costs including incidental travel, and all reimbursables. Provide the hourly billable rates in the table below for each task identified in the scope of services in the following format:

1. COVID-19 / Pandemic Related Response Plan			
Team Member Title	Hourly Billable Rate	Total Est. Project Hours	Fee
	\$		\$

2. Cloud Solutions Plan			
Team Member Title	Hourly Billable Rate	Total Est. Project Hours	Fee
	\$		\$

3. Infrastructure, Network and Hardware Plan			
Team Member Title	Hourly Billable Rate	Total Est. Project Hours	Fee
	\$		\$

4. IT Security Plan			
Team Member Title	Hourly Billable Rate	Total Est. Project Hours	Fee
	\$		\$

5. Distance Education Infrastructure Plan			
Team Member Title	Hourly Billable Rate	Total Est. Project Hours	Fee
	\$		\$

6. Other Technology Planning Services Not Identified Above <i>(Duplicate as necessary for all proposed plans not included above)</i>			
Team Member Title	Hourly Billable Rate	Total Est. Project Hours	Fee
	\$		\$

<p style="text-align: center;">PROPOSAL FORM F GENERAL TERMS AND CONDITIONS</p>

Offer Held Firm: The Proposer agrees that it will not withdraw its offer for a period of *one hundred and 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 irregularities and/or informalities 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.

Financial Statement: Prior to the award of contract, the District reserves the right to request and the proposer shall provide the current financial statement of the Proposer that is reviewed or audited by a Certified Public Accountant.

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 and declares under penalty of perjury under California law that the firm's proposal response to this RFQ&P is true and correct.

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 G
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 firm has contracted with in the last five (5) years. Include the name of the institution or district, project title or brief description of services rendered, 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 H
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 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: _____

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
District-wide Technology Strategic Master Plan Development Services

The Respondent shall thoroughly review the below Agreement. As part of the proposal submission, indicate in a separate Tab of the RFQ&P Response the Respondent's acceptance of all terms and conditions set forth in the Agreement. If there is any term or condition of the Agreement, which a Respondent requests to be modified, the Respondent must: (i) specifically identify such term or condition; and (ii) set forth the specific text of the modification requested for each such term or condition. Notwithstanding any requested modification to any term or condition of the Agreement, no such modifications are binding on the District or enforceable against the District unless the District affirmatively and specifically accepts any such requested modification. Any Respondent whose RFQ&P Response does not identify requested modifications to terms or conditions of the Agreement will be deemed to have agreed to all terms and conditions set forth therein; if awarded the Agreement, such Respondent must execute the Agreement in the form and content attached hereto subject only to elements of such Respondent's RFQ&P Response accepted by the District.

Proposer agrees to the Agreement's terms and conditions with no exceptions.

YES NO

If no, pursuant to the above instructions, submit all exceptions in a separate tab.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

INFORMATION TECHNOLOGY PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between South Orange County Community College District [[**Campus Location**]] (“District”), a California community college district and political subdivision of the State of California, and [[**Name (Primary Second Party)**]] (“Consultant”). District and Consultant are also referred to collectively as the “Parties” and individually as “Party.”

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

WHEREAS, Consultant 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; and

WHEREAS, District desires to obtain specialized services and/or advice stated in Article 1 and is hereinafter referred to as the “Project” or “Services,” located within the District.

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

1. **Statement of Service.** Consultant agrees to undertake, carry-out, and complete for the District, in a satisfactorily and competent manner, the following services:

[[Statement of Services]]

2. **Term.** This Agreement shall commence on [[**Start Date**]], and shall end no later than [[**End Date**]], and may be modified only by mutual written agreement of the Parties. The District shall have the discretion to terminate this Agreement at any time by providing Consultant thirty (30) days prior written notice specifying the date of termination.

3. **Payment.** District agrees to pay the Consultant, as full consideration and compensation for Consultant’s performance of the Work under this Agreement, a total amount not to exceed [[**Contract Total Amount (Spelled Out)**]] Dollars \$[[**Contract Total Amount**]] (“Contract Amount”). Additional details: [[**Payment Details**]].

The District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for the District, unless otherwise specifically stated in this Article. The Consultant’s mileage and travel time shall not be considered as an allowable reimbursable expense.

The descriptive categories of expenses that may be considered for reimbursement shall be calculated in accordance with the rates set forth and are as follows, and any other reimbursable expenses must be approved in writing by the District:

- a. Approved reproduction of reports and/or other documents in excess of the copies required by this Agreement;
 - b. Fees advanced for securing approval of authorities in connection with the Services rendered pursuant to this Agreement;
 - c. Cost of UPS, Federal Express, and other deliverables; and
 - d. Cost of subconsultants hired by Consultant with prior written approval of District.
4. **Invoices.** Consultant to send invoices to AccountsPayable@socccd.edu or mail to South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, CA 92692, Attn: Accounts Payable. Payment shall be net 30 days upon satisfactory completion and acceptance of Services. If payment term differs, it must be noted in Article 3. **To ensure prompt and accurate payment, all invoices related to this agreement shall reference the following Agreement Number: [[Contract Number]]**

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 Consultant’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 Consultant and has been properly executed by District, and Consultant has submitted a completed Vendor Form/Substitute Form W-9 to District’s Contract and Procurement Services Department.

5. **Materials and Expenses.** Consultant shall furnish, at their 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 Consultant for any costs or expenses paid or incurred by Consultant in performing Work for District.
6. **Transportation.** Consultant hereby acknowledges and understands that it is their responsibility to arrange for transportation to provide all services 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 Consultant's transportation for which the Consultant shall indemnify the District in accordance with the Hold Harmless and Indemnification provision herein.
7. **Taxes.** Consultant acknowledges and agrees that it is their sole responsibility to report as income their compensation received from the District and to make the requisite tax filings and payments to the appropriate federal, state and/or local taxation authorities. No part of Consultant's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.
8. **California State Tax Withholding for Nonresidents of California.** It is mutually understood that if Consultant 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 FTB. 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 Consultant's California State Income Tax Account, settlement of which must be made by Consultant directly with the State of California through Withholding Coordinator, Franchise Tax Board, P.O. Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the nonresident Consultant and Consultant shall defend, indemnify, and hold harmless the District against any loss, expense, or liability arising out of Consultant's acts or omissions with respect to this nonresident requirement. Consultant shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.
9. **Standard of Care and Professional Conduct.** Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. The services 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.

Consultant or Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the services or to work on the Project.
10. **Audit and Inspection of Records.** At any time during the normal business hours and as often as District may deem necessary, Consultant shall make available to District for examination at District's place of business as specified herein, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Consultant will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.
11. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement.

12. **Termination.**

- A. **Grounds for Termination.** District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.
- B. **Effect of Termination.** If this Agreement is terminated as provided in this Article, Consultant shall be required to provide all finished or unfinished documents, data, programming source code, reports, or any other items prepared by Consultant in connection with the performance of services under this Agreement within fifteen (15) days of the request.
- C. **Additional Services.** In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

13. **Hold Harmless and Indemnification.** To the fullest extent permitted by law, the Consultant shall defend (with counsel of District's choosing), indemnify, and hold harmless the District, its Board of Trustees, officers, agents, employees, representatives, and volunteers (collectively "Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, in law or equity, property damage, personal injury, damages or injuries of any kind, including wrongful death, in any manner arising out of, pertaining to, or incident to losses including, but not limited to allegations that the Consultant's Services, software, documentation, product, output, presentation, materials or the like infringed any trademark, copyright or patent or misappropriated any trade secret of a third party, exposure of confidential information to unauthorized parties by Consultant's Services, software, or documentation, or Consultant's introduction of any unauthorized material (including but not limited to viruses, Trojans, rootkits, ransomware, blockchain, or other malware) to the District's computer network, including any cloud, storage, or extension thereof, and any alleged acts, errors or omissions, negligence, recklessness or willful misconduct of Consultant, its officials, officers, agents, employees, representatives, subconsultant, or volunteers, in connection with the performance of the Consultant's Services of this Agreement or obligations hereunder, including without limitation the payment of all consequential damages, expert witness fees, attorney's fees, and other related costs and expenses. In the event any article sold and delivered hereunder is covered by any patent, copyright, or application thereof, Consultant shall defend, indemnify, and hold harmless South Orange County Community College District, its Board of Trustees, officers, agents, employees, representatives, and volunteers from any and all losses, costs or expenses resulting from claims, suits or judgments rendered for violation of rights under such patents, copyright, or application. Consultant shall reimburse the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers for all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity provided herein. This hold harmless and indemnification includes, but is not limited to, compensatory damages, regulatory fines, penalties, and extra-contractual liability. In no event shall the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers be liable for any loss of Consultant's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District its Board of Trustees, officers, agents, employees, representatives, and/or volunteers have been advised in advance of the possibility of such damages.

- A. Consultant's obligation to indemnify the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers shall not be restricted to insurance proceeds, if any, received by the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers.
- B. The Parties understand and agree that this shall be the sole indemnity, as defined by California Civil Code § 2772, governing this Agreement. Any other indemnity that may be attached to this Agreement as an Exhibit shall be void and unenforceable between the Parties.
- C. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release Consultant from its obligations to indemnify as to any claims or causes of action asserted so long as the

event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

14. **Insurance.** The Consultant and its subconsultants shall maintain in full force and effect throughout the term of this Agreement the following policies of insurance with no less than the limits set forth herein. District may adjust, Consultant's required minimum coverage limits set forth herein at the commencement of a renewal term by providing Consultant and subconsultant (if applicable) written notice.
- A. A.M. Best Financial Rating. Consultant and its subconsultant's policies of insurance required herein shall be issued by insurers with an A.M. Best financial rating of A:VII or better.
 - B. Admitted Carrier(s). Consultant and its subconsultants' policies of insurance shall be afforded by insurers who are admitted - licensed to transact business in the State of California.
 - C. Workers' Compensation and Employer's Liability. In accordance with the laws of the State of California, Consultant shall maintain Workers' Compensation insurance and Employer's Liability coverage with not less than One Million Dollars (\$1,000,000) for Each Accident, One Million Dollars (\$1,000,000) for Disease - Each Employee, and One Million Dollars (\$1,000,000) for Disease - Policy Limit.
 - D. Commercial General Liability. Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate to cover losses including, but not limited to blanket contractual, broad form property damage, products & completed operations, personal injury, and wrongful death.
 - E. Automobile Liability. Insurance with combined single limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate to cover losses involving "Any Auto".
 - F. Technology Professional Liability aka Errors and Omissions. Consultant and its subConsultants shall each procure and maintain throughout the term of this Agreement, Technology Professional Liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) general aggregate to cover against liability claims/lawsuits related to the technology professional's Services as stated herein. If coverage is written on a claims made and reported form, such coverage shall contain an Extended Reporting Period (aka tail coverage) for a minimum of two (2) years following the termination date of this Agreement.
 - G. Cyber Liability (1st and 3rd Party Coverage). Consultant and its subconsultants shall each procure and maintain throughout the term of this Agreement, Cyber Liability insurance with limits not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate. Such coverage shall protect against causes of loss including but not limited to invasion of privacy violations, breach of data, disruption of networks, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, introduction or intrusion of a virus, malware, notification, credit monitoring, breach response costs, regulatory fines and penalties, extortion and network security, and also infringement of intellectual property.
 - H. Additional Insured Endorsement. Consultant and its subconsultants shall each issue District an endorsement naming District, its Board of Trustees, officers, agents, employees, representatives, invitees, and volunteers as Additional Insureds to Consultant and Consultant's subConsultant's Commercial General Liability and Automobile Liability insurance policies.
 - I. Primary and non-contributory endorsement. Consultant and its subconsultants insurance coverage and limits shall be primary and any of the District's insurance coverage and limits shall be non-contributory.
 - J. Waiver of Subrogation Endorsements. Consultant and its subconsultants shall each issue District an endorsement waiving all rights of subrogation against the District, its Board of Trustees, officers, agents, employees, representatives, invitees, and volunteers with respect to Consultant and subconsultant's commercial general liability, automobile liability, and workers' compensation policies.

- K. No Cancellation or Material Modification. Consultant and its subconsultant's policies of insurance and accompanying endorsements required by this Agreement shall not be cancelled or materially modified, except upon thirty (30) days' advance written notice to District. Written notice of cancellation or material modification shall be from the insurer(s) issuing the policy(ies) of insurance to the District.
- L. Certificate(s) of Insurance and Endorsement(s). Certificate(s) and Endorsement(s) evidencing the required coverages and limits set forth herein shall be provided to District upon Consultant's execution of this Agreement. No Services shall commence by Consultant or its subconsultants until the required certificate(s) of insurance and endorsement(s) have been furnished to the District.
15. **Public Retirement System Retirees.** Consultant must disclose to District if Consultant has retired from the California State Teachers' Retirement System ("CalSTRS") or the California Public Employees' Retirement System ("CalPERS"). Pursuant to California Education Code Section 24214 and 24214.5, there are postretirement limitations on earnings if Consultant has retired from CalSTRS and hours worked limitations if Consultant has retired from CalPERS. If Consultant has retired from either CalSTRS or CalPERS, Consultant should be aware that the District is required to report all payments under this and any additional Agreements in any given year (July 1 – June 30).
16. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an independent Consultant and not an employee of the District. Consultant and its subconsultants, understand and agree that they shall not be considered officers, agents, employees, or volunteers 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 Workers' Compensation. Consultant assumes the full responsibility of their actions and/or liabilities including those of their employees or agents as they relate to the Services to be provided under this Agreement. Consultant 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 Consultant and Consultant's employees. Consultant should be aware that 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 Consultant or Consultant's employees or subconsultants. Consultant agrees to defend, indemnify and hold the District, its Board of Trustees, officers, agents, employees, representatives, and volunteers harmless from and against any and all liability arising from any failure or alleged failure of Consultant 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 Consultant's employees or subconsultants.
17. **Use of Subconsultants.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant without the express written approval of the District. Consultant must obtain District's prior written approval to use any subconsultants while performing any portion of this Agreement and such approval may be conditioned on approval of the subcontract between Consultant and subconsultant. Such approval must include approval of the proposed subconsultant and the terms of compensation. If written approval for Consultant's use of a subconsultant is provided by the District, Consultant warrants that said subconsultant shall have sufficient skill and experience to perform the services assigned to them. Consultant further represents that its subconsultants have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. District retains the right to obtain copies of subconsultant's insurance coverage at any time. Nothing in this Article shall be interpreted as creating a contractual relationship between District and any approved subconsultant. Notwithstanding District's approval of any subconsultant's contract, Consultant shall remain solely responsible for any harm, damage, or claim arising from any subconsultant's acts or omissions as set forth in the Hold Harmless and Indemnification provision herein.
18. **Assignment.** This Agreement is not assignable by Consultant, either in whole or in part, nor shall the Consultant further contract for the performance of any of its obligations hereunder, without the prior written consent of District.
19. **Employment with Public Agency.** If Consultant is an employee of another public agency, Consultant agrees that they will not receive salary or remuneration, other than vacation pay, for the actual time in which services are actually being performed pursuant to this Agreement.

20. **Representations and Warranties.** Consultant on its own behalf and on behalf of all its employees, makes the following certifications, representations, and warranties for the benefit of the District. In addition, Consultant acknowledges and agrees that the District, in deciding to engage Consultant pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this Agreement and the course of Consultant's engagement hereunder:

Consultant and its employees are qualified in all respects to provide to the District all of the services contemplated by this Agreement and, to the extent required by any applicable laws, Consultant and its employees have all licenses, permits, qualifications, and/or governmental approvals that are legally required to perform the Services as described herein. Such licenses, permits, qualifications, and/or governmental approvals shall be maintained throughout the term of this Agreement.

Consultant, in providing the services and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws. Consultant shall be liable for all violations of such laws and regulations in connection with the services as described herein.

21. **Equal Opportunity/Non-Discrimination.** Consultant shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, marital status, veteran status, or any other category protected by law.

Consultant shall ensure that all services and benefits rendered to the District, its representatives, consultants/contractors and volunteers are provided free of any form of harassment and without regard to race, color, religion, sex, age, disability, medical condition, marital status, national origin, veteran status, or any other category protected by law. Consultant shall comply with the Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.

22. **Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations.** Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now and may in the future become applicable to Consultant, Consultant's business, equipment and personnel engaged in services covered by this Agreement or accruing out of the performance of such services. Additionally, Consultant shall comply with District's policies, procedures, rules, regulations and/or guidelines that include but are not limited to smoke-free campus, alcohol and controlled substances, conflict of interest, workplace violence, code of conduct, harassment and discrimination prevention and drug-free environment.

23. **Certification Regarding the California Penal Code Section 290.** By executing this Agreement, Consultant agrees to comply with the rules and regulations of the Sex Offender Registration Act, California Penal Code Section 290.95. Consultant certifies and understands that every person required to register under Section 290 shall disclose his or her status as a registrant, upon application or acceptance of a position, to that person, group, or organization. Furthermore, no person who is required to register under Section 290 because of a conviction for a crime where the victim was a minor under sixteen (16) years of age shall be an employer, employee, or independent Consultant, or act as a volunteer with any person, group, or organization in a capacity in which the registrant would be working directly and in an unaccompanied setting with minor children on more than an incidental and occasional basis or have supervision or disciplinary power over minor children. A violation of this Article is a misdemeanor punishable by imprisonment in a county jail for not exceeding six (6) months, by a fine not exceeding One Thousand Dollars (\$1,000), or by both that imprisonment and fine, and a violation of this Article shall not constitute a continuing offense.

24. **Background Check.** Consultant hereby certifies that Consultant has never been charged with a felony, including any "violent felony" as defined in California Civil Code section 667.5(c) or serious felony defined by California Civil Code section 1192.7 prior to, or on the date of, this Agreement. Consultant shall notify District in writing immediately if Consultant is charged with any felony during the term of this Agreement in which case District may terminate this Agreement immediately. Consultant further hereby authorizes the District or other organizations to conduct a comprehensive review of his/her background upon District's request. Consultant hereby consents to the

background check to the fullest extent permitted by law. Consultant agrees to indemnify, defend and hold harmless the District from any claims, damages, harms, and costs, including legal and processing fees arising from the requirements of this Section, including any such issue arising from any felony Consultant has been charged with, or is charged with, during this Agreement. Failure to complete any required step to provide the background check and information required herein upon District request within thirty (30) days shall be grounds for termination of this Agreement.

25. **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, Consultant 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, Consultant 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 Consultant'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.
26. **Profanity Prohibited.** Profanity, including, but not limited to, racial, ethnic, or sexual slurs or comments, which could be considered harassment on any District property is prohibited.
27. **Mandatory Dress Code.** Appropriate attire is mandatory. Therefore, clothing with inappropriate language/suggestions/gestures graphics, indecent exposure, tank tops, cut-offs, and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated in the above Article.
28. **Trademark/Logo Use.** Consultant 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 permission is granted, PIO will furnish Consultant with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Consultant's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Consultant shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.
29. **Originality of Services.** Consultant agrees that all material produced by the Consultant and delivered to District hereunder shall be original, except for such portion as is included with permission of the copyright owners thereof,

that it shall contain no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark, patent, statutory or other proprietary rights of others and that it will hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from any costs, expenses and damages resulting from any breach of this representation.

Consultant 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 rights, titles and interests 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. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

30. **Rights to Data.** Consultant grants to the District the right to publish, translate, reproduce, deliver, use and dispose of, and to authorize others to do so, all data, including reports, drawings, blueprints, and technical information resulting from the performance of work under this Agreement.
31. **Personal Information.** During the course of this Agreement, should Consultant come into possession of any personal information that is considered sensitive, nonpublic personal data or contains personally identifiable information related to District's users, which include but are not limited to employees, students, and volunteers, Consultant shall immediately notify the District. Consultant shall not disclose this information to any third party under any circumstances.
32. **Confidentiality.** Consultant shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information, which is related to the District's research, development, trade secrets and business affairs; but does not include information, which is generally known or easily ascertainable by nonparties through available public documentation.

Consultant shall advise the District of any and all materials used, or recommended for use by Consultant to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Consultant shall fail to so advise the District and as a result of the use of any programs or materials developed by Consultant under this Agreement the District should be found in violation of any copyright restrictions or requirements, or the District should be alleged to be in violation of any copyright restrictions or requirements, Consultant agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

Notwithstanding the above requirements, to the extent any records or documents associated with the Consultant's services and/or the project are or become public records, they shall be subject to disclosure pursuant to the Public Records Act and applicable California law.

33. **Non-Waiver.** The failure of District or Consultant 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.
34. **Notices.** All notices to any party hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served, if personally served or if sent by registered mail addressed to the parties at their address indicated in this Agreement.

DISTRICT:

South Orange County Community College District
Priya Jerome, Executive Director, Procurement,
Central Services, and Risk Management
28000 Marguerite Parkway
Mission Viejo, CA 92692
(949) 582-4850 / PJerome@socccd.edu

CONSULTANT:

[[Name (Primary Second Party)]]

[[Contact Name (Primary Second Party Contact)]], [[Contact Title (Primary Second Party Contact)]]
 [[Street Line 1 (Primary Second Party)]]
 [[City/Town (Primary Second Party)]], [[State/Province (Primary Second Party)]]
 [[Postal Code (Primary Second Party)]]
 [[Contact Phone Number (Primary Second Party Contact)]] / [[Contact E-mail (Primary Second Party Contact)]]

The table below contains details about the potential clauses which could appear in a contract. It is not displayed on the contract.
Selected CCF: Is legal notice contact information different from Second Party Contact Name (Contractor Name)?

Response Type	Default Clause	Fallback 1	Fallback 2	Fallback 3
Default or No Response Selected	Second Party Notices 2 (inserted above)			
No	Second Party Notices 2	N/A	N/A	N/A
Yes	Legal Notices 2	N/A	N/A	N/A

A Party may change their designated representative and/or address for the purposes of receiving notices and communication under this Agreement by notifying the other Party of the change in writing and in the manner described in this Article.

35. **Supersedes.** This Agreement constitutes the entire agreement and understanding between the parties to this Agreement and supersedes all prior and contemporaneous negotiations and understandings between the parties whether oral or written, expressed or implied.
36. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with jurisdiction/venue in Orange, California.
37. **Force Majeure.** The Consultant and District are excused from performance during the time and to the extent that they are prevented from obtaining, performing any act or rendering any services required under this Agreement by a Force Majeure Event. If a Force Majeure Event caused the failure or delay beyond the Parties' control and which by the Parties' exercise of due diligence could not reasonably have been avoided, an extension of contract times in an amount equal to the time loss due to such delay shall be the Consultant's sole and exclusive remedy for such delay. A "Force Majeure Event" shall mean events or circumstances occurring by acts of God, such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters; epidemics; pandemics; quarantine restrictions; fire; strikes; lock-out; commandeering of materials, products, plants or facilities by the government; terrorist attacks; wars; riots; civil disturbances; or governmental acts, including sanction, embargo, and import or export regulation, or order; when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
38. **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.
39. **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 Articles or other provisions of this Agreement.

Any reference in this Agreement to an Article, unless specified otherwise, shall be a reference to an Article of this Agreement.

40. **Conflict of Interest.** Consultant hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Consultant 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 services under this Agreement; (ii) Consultant has no business or financial interests which are in conflict with Consultant's obligations to the District under this Agreement; and (iii) Consultant shall not employ in the performance of services under this Agreement any person or entity having any such interests.
41. **Accessibility of Information and Communication Technology.** The Consultant hereby warrants that the goods or services to be provided to the District comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. S794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 194. The Consultant agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Consultant further agrees to indemnify and hold harmless the District 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 order or Agreement.

Consultant is responsible for following all Federal and California accessibility laws set forth under Sec 508 of the Rehabilitation Act of 1973, passed in 2000 and updated in 2017 and California Government Code Section 7405. All materials and Information and Communication Technology (ICT) produced or provided by the Consultant, as part of this contract must meet the standards set forth under these laws. These requirements include, but are not limited to, closed captioning of all videos or portions of videos; all presentations; training materials; curriculum; computers; and all other ICT as defined under the law, must be created and delivered in a manner where they meet accessible requirements. All websites developed and maintained must be accessible, built to the most current and highest Web Content Accessibility Guidelines (WCAG), and be delivered with documentation allowing the District to certify it as accessible and in compliance with California Government Code Sections 7405 and 11135. Consultant is responsible for all claims and expenses borne by the District, which arise out of the work under this contract, found to be non-compliant with Federal and California Laws. These costs include but are not limited to legal costs, court costs, and costs for remediation of work produced.

42. **Entire Agreement and 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 or ratified by District's Board of Trustees, and executed by the Parties shall be interpreted to the benefit of the District. 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. However, the Parties understand and agree that the service specified in the Agreement and any provisions set forth in any referenced attachments or exhibits to this Agreement is intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the Agreement and the provisions set forth in any referenced attachments or exhibits, the Agreement shall control, unless the provisions set forth in any referenced attachments or exhibits to this Agreement provides the District with greater benefits or more expansive services in which case the provisions set forth in any referenced attachments or exhibits to this Agreement shall compliment the terms of this Agreement.
43. **Authority to Execute.** The individual(s) executing this Agreement on behalf of the Consultant is/are duly and fully authorized to execute this Agreement on behalf of Consultant and to bind the Consultant to each and every term, condition, and covenant of this Agreement.
44. **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.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the Parties, the day and year signed below.

CONSULTANT

DISTRICT

[[NAME (PRIMARY SECOND PARTY)]]

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT**

Signature:

Signature:

Print Name:

Print Name:

Title:

Title:

Date:

Date:

APPENDIX E

**Sample Foundation for Community Colleges Administrative Services Agreement
District-wide Technology Strategic Master Plan Development Services**

The Respondent shall thoroughly review the below Agreement. As part of the proposal submission, indicate in a separate Tab of the RFQ&P Response the Respondent's acceptance of all terms and conditions set forth in the Agreement. If there is any term or condition of the Agreement, which a Respondent requests to be modified, the Respondent must: (i) specifically identify such term or condition; and (ii) set forth the specific text of the modification requested for each such term or condition. Notwithstanding any requested modification to any term or condition of the Agreement, no such modifications are binding on the Foundation or enforceable against the Foundation unless the Foundation affirmatively and specifically accepts any such requested modification. Any Respondent whose RFQ&P Response does not identify requested modifications to terms or conditions of the Agreement will be deemed to have agreed to all terms and conditions set forth therein; if awarded the Agreement, such Respondent must execute the Agreement in the form and content attached hereto subject only to elements of such Respondent's RFQ&P Response accepted by the District.

Proposer agrees to the Agreement's terms and conditions with no exceptions.

YES NO

If no, pursuant to the above instructions, submit all exceptions in a separate tab.

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

ADMINISTRATIVE SERVICES AGREEMENT

This ADMINISTRATIVE SERVICES AGREEMENT (“Agreement”) is made this ___ day of _____, 2020, between the Foundation for California Community Colleges _____ (“Foundation”) and _____ (“Supplier”).

I. RECITALS

WHEREAS, the Foundation, in partnership with South Orange College, issued a District-wide Technology Master Planning RFQ&P so that Supplier may provide products and/or services as described in RFQ&P #389D, which in its entirety shall serve as Exhibit A.

WHEREAS, this Agreement provides that any or all public agencies, public and private school districts, public and private colleges or universities, or the Foundation in California (collectively, "Participating Agencies") may purchase Products at prices stated in the RFQ&P #389D;

THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, the Foundation and Supplier hereby agree as follows:

II. TERMS AND CONDITIONS

1. **Obligations of Supplier.** The Supplier shall perform all of its duties, responsibilities, and obligations in the time and manner as required to be performed by the Supplier as set forth in the Agreement.
2. **Obligations of Foundation.** The Foundation shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Agreement as set forth herein, and the Supplier hereby agrees that the Foundation shall act in the capacity of administrator of purchases under the Agreement.
3. **Purchasing.** With respect to any purchases by Participating Agencies pursuant to the Agreement, the Foundation: (i) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of the Supplier or such Participating Agencies; (ii) shall not be obligated, liable or responsible for any order made by Participating Agencies or any employee thereof under the Agreement, or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable, or responsible for any failure by any Participating Agencies to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Agreement. The Foundation makes no representation or guaranty with respect to any minimum purchases by any Participating Agencies or any employee thereof under this Agreement or the Agreement.

4. Regarding Supplier's use of Subcontractors. Within ten (10) days of the issuance of a Purchase Order or other instrument evidencing the procurement of Technology Master Planning under this Agreement, the Vendor shall provide the Participating Agency issuing such Purchase Order or other instrument with a written list of Subcontractor(s) to the Vendor for completing the Vendor's obligations under such Purchase Order. The written list of Subcontractors shall identify each Subcontractor who will provide work, labor, or materials valued at one-half of one percent (0.05%) of the total value of the Purchase Order and shall identify the work to be performed by each such Subcontractor and each Subcontractor's business location. The Vendor shall not substitute any listed Subcontractor, except upon the express consent of the Participating Agency, as applicable and in strict conformity with applicable law.

5. Insurance. Within ten (10) days of the issuance of a Purchase Order or other similar instrument for the procurement of Technology Master Planning under this Agreement, the Vendor and each Subcontractor identified in its Subcontractors List issued by the Vendor for such Purchase Order shall deliver to the agency issuing the Purchase Order or other similar instrument Certificates of Insurance evidencing the insurance coverage in the minimum coverage amounts noted below. The foregoing notwithstanding, a Participating Agency may require additional or different insurance coverage or minimum coverage amounts in connection with any specific procurement of Facilities Fixtures & Furnishings. In such event, such additional or different insurance requirements shall be noted in the Purchase Order or other instrument evidencing the procurement of Facilities Fixtures & Furnishings, and the Vendor shall comply with the same.

a. Workers' Compensation Insurance. The Vendor and all Subcontractors shall obtain and maintain Workers' Compensation Insurance with coverage amounts under such policies in accordance with applicable law.

b. Commercial General Liability Insurance. The Vendor and all Subcontractors to the Vendor shall obtain and maintain Commercial General Liability Insurance Policies covering: injuries, including accidental death, to persons; damage to property; completed operations; and contractual liability. Minimum coverage amounts under each such Commercial General Liability insurance policy shall be Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate.

c. Modifications; Cancellation; Additional Insured. Each Participating Agency procuring Flooring Materials hereunder shall be additional named insured to the Commercial General Liability insurance policies of the Vendor and its Subcontractors for each specific procurement of Facilities Fixtures & Furnishings. The Workers' Compensation insurance policy and the General Liability insurance policies of the Vendor and each Subcontractor for each specific procurement of Technology Master Planning shall include provisions that the policy terms will not be materially modified and that the policy will not be cancelled or terminated without at least thirty (30) days advance written notice to the Participating Agency, as applicable.

III. SPECIFIC PROVISIONS

7. Term. The Term of this Agreement will be for three (3) years, commencing on the date set forth in the Agreement and terminating three (3) years thereafter. The Foundation and Supplier, upon mutual consent, shall have the option to extend the Term for two (2) additional one (1) year Term ("the Extended Term") by written notice not less than one (1) month prior to expiration of the Term or the Extended Term, as applicable. If the option for the Extended Terms are exercised,

all terms and conditions set forth herein shall be applicable to the Extended Terms, except as expressly modified by written modifications duly executed on behalf of the Foundation and the Supplier. In the event that any of, or a portion of, the extension options are not exercised and additional time is required by the Foundation to initiate a new RFP and subsequent Agreement, the Supplier agrees to continue to provide goods and/or services to the Participating Agencies on a month to month basis, for a period not to exceed six (6) months, at the prices, terms and conditions currently at the Agreement expiration date.

8. Right to Terminate. Foundation has the right to terminate this Agreement for any reason, without penalty, at any time by providing Supplier with written notice of the termination at least thirty (30) days in advance.

9. Product Additions. Supplier may submit for review new or enhanced products within the various Applications specified in the RFQ&P #389D that were not part of the supplier's product line at contract signing. The Foundation will review the products to ensure they meet minimum requirements and at the Foundation's sole discretion, add products to the contract if deemed acceptable. Supplier must honor the same warranty and pricing (for similar application) from original RFP response.

10. Use of Logo. Any use of the Foundation or CollegeBuys name or logo by the Supplier in marketing materials including but not limited to: press releases, print pieces, broadcast emails, and website postings, requires prior review and written approval from the Foundation.

IV. QUARTERLY FEES & REPORTING

11. Quarterly Fees and Reports. Supplier shall pay the Foundation a quarterly administrative fee in the amount of 2% of the total purchase invoice, less taxes for all purchases by Participating Agencies under the awarded RFP, and shall provide the Foundation with an electronic accounting report, in a format prescribed by the Foundation, summarizing all purchases under the Agreement. A sample of the reporting format appears in Attachment 2. Quarterly fees and reports shall be made with respect to all purchases shipped and billed pursuant to the Agreement for the applicable quarter. Quarterly reports are due within fifteen

(15) calendar days after the conclusion of the preceding quarter. Quarterly administrative fees applicable to each quarter, are due within thirty (30) days of the end of each calendar quarter. The Foundation reserves the right, upon thirty (30) days advance notice to the Supplier, to change the prescribed reporting format. Administrative fee payments shall be made by check to the Foundation for California Community Colleges.

12. Accounting and Right to Audit. Supplier shall, at its expense, maintain accounting of all purchases made by Participating Agencies. The Foundation reserves the right to audit the accounting for a period of four (4) years from the date the Foundation receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by the Foundation.

13. Material Breach. Failure to provide a quarterly report and/or payment of the administrative

fee within the time and manner specified in item 10 shall be regarded as a material breach under this Agreement, and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Agreement at the Foundation's sole discretion. All administrative fees not paid within thirty (30) days of the end of each quarter shall bear interest at the rate of 1 1/2% per month until paid.

14. Errors and Omissions on Quarterly Reporting and Overpayment of Administrative Fee to the Foundation. Supplier is provided ninety (90) days or until the conclusion of the subsequent quarter (whichever comes first) from when a quarterly report was due or submitted, to correct error(s) and/or omission(s) on a quarterly report; and/or to recover an overpayment of the administrative fee from the Foundation. Once the ninety (90) days or the conclusion of the subsequent quarter (whichever comes first) has lapsed, the Foundation reserves the right to retain the amount of the overpaid administrative fee. The Foundation also reserves the right to recover any unpaid administrative fee(s) from the Supplier discovered during an audit conducted pursuant to Section 11 above, and/or the correction of error(s) and/or omission(s) on quarterly report(s).

15. Right to Compare Records. The Foundation or its designee may, at the Foundation's sole discretion, compare Participating Public or Private Agency Records with quarterly reports submitted by Supplier. If there is a discrepancy, the Foundation will notify the Supplier in writing. The Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to the Foundation's reasonable satisfaction. If the Supplier does not resolve the said discrepancy, the Foundation shall have the right to engage outside services to conduct an independent audit of the Supplier's quarterly reports. The Supplier shall be obligated to reimburse any and all of the Foundation's costs and expenses related to or connected with the record and report reviews; the audit; Foundation staff time; and expenses, counsel, and collection.

V. GENERAL PROVISIONS

16. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

17. Modification and Waiver. Except as provided otherwise herein, this Agreement may not be modified except by a writing signed by an authorized representative of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision shall not constitute a waiver of such provision on any other occasion unless expressly so agreed in writing.

18. Assignment. Neither party may assign this Agreement without the prior written consent of the other party which shall not be unreasonably withheld. The consent requirement shall not apply to an assignment to a successor corporation in the event of a merger or acquisition. Further, each party may assign this Agreement without consent to any of its affiliates. Subject to the foregoing,

this Agreement will be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

19. Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatsoever.

20. Notices. All reports, notices, and other written or electronic communications given hereunder shall be delivered by e-mail or by express delivery requiring signature on receipt to the addresses as set forth below. The Foundation may, by written or electronic notice delivered to the Supplier, designate any different electronic or physical addresses to which subsequent reports, notices or other communications shall be sent.

Foundation for California Community
Colleges 1102 Q Street, Suite 4800
Sacramento, CA 95811

B. Supplier

Address: _____

Attn: _____

Phone: _____ Email: _____

21. **Governing Law.** This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California, by a California court of appropriate jurisdiction, as a contract executed and delivered within the State of California.

22. **General Indemnity.** Supplier shall indemnify the Foundation for California Community Colleges and its agents, representatives, officers, consultants, employees for claims arising out of death, injury or property damage due to the failure of product to conform to specifications.

23. **Limitation of Liability.** In no event shall either parties' aggregate liability arising out of or related to this Agreement, whether in contract, tort, or under any other theory of liability exceed the amounts paid by the Foundation for California Community Colleges under this Agreement.

24. **Damages.** Notwithstanding anything stated herein to the contrary, neither party shall be liable for any special, consequential, indirect or incident damages, including but not limited to lost profits in connection with this Agreement.

25. **Attorney Fees.** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which the prevailing party may be entitled.

26. **Independent Parties.** This Agreement does not constitute, give effect to, or otherwise imply a joint venture, pooling arrangement, partnership, or formal or informal business organization of any kind, or (except as expressly set forth herein) any sort of agency relationship between the parties. Neither party will, or will have the power to, bind the other party to any third party without the prior written consent of the other party. The relationship of Supplier and the Foundation under this Agreement is that of independent contractors. Neither party (the "Acting Party") will have the authority to make any agreement or commitment, or incur any liability on behalf of the other party, nor shall such other party be liable for any acts, omissions to act, contracts, commitments, promises, or representations made by the Acting Party. Except as expressly set forth herein, this Agreement does not restrict either party from conducting business with any third party.

27. Precedence. This Agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between Foundation and Supplier regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this Agreement are hereby deemed rejected by Foundation and shall not be of any effect or in any way binding upon Foundation. To the extent that the terms and conditions of this Agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this Agreement will prevail. The exhibits will be given precedence as follows: (1) Request for Proposal or RFP (Exhibit A); (2) Supplier Response to the RFP (Exhibit B); (3) Foundation's Administrative Agreement; (4) Exhibits of this Agreement beyond the Aforementioned.

28. Good Faith Cooperation. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

29. Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

30. Authorized Representative. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective Parties, and by their signatures to bind the respective Parties to this Agreement.

IN WITNESS WHEREOF, the Foundation for California Community Colleges has caused this Agreement to be executed in its name, and the Supplier has caused this Agreement to be executed in its name, all as of the Effective Date.

[SIGNATURE PAGE TO FOLLOW]

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

By _____

By _____

Title _____

Title _____

Date _____

Date _____

SUPPLIER

By _____

Title _____

Date _____

APPENDIX F

Sample Implementation and Funding Allocation Plan

Sample Building A Project Value	% of Project Value	2019-2020	2020-2021	2021-2022	2022-2023	2024-2025	2025-2026	2026-2027
Planning	4.50%	\$337,500						
Design	7.75%	\$290,625						
DSA Review & Approval	4.50%		\$337,500					
Bid/ Award	3.50%			\$262,500				
Construction	65.25%			\$2,446,875				
Close Out	4.50%					\$337,500		
\$4,762,500 Contingency	10.00%	\$150,000	\$75,000	\$450,000		\$75,000		
Sample Building B Project Value	% of Project Value	2019-2020	2020-2021	2021-2022	2022-2023	2024-2025	2025-2026	2026-2027
Planning	4.50%			\$1,890,000				
Design	7.75%			\$1,588,750				
DSA Review & Approval	4.50%				\$1,890,000			
Bid/ Award	3.50%					\$1,470,000		
Construction	65.25%					\$13,376,250		
Close Out	4.50%							\$1,890,000
\$26,305,000 Contingency	10.00%			\$840,000	\$420,000	\$2,520,000		\$420,000
Totals	\$31,067,500	\$778,125	\$412,500	\$7,478,125	\$2,310,000	\$17,778,750	\$0	\$2,310,000

APPENDIX G
Submission Checklist
South Orange County Community College District
District-wide Technology Strategic Master Plan Development Services

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: Project Schedule	
Proposal Form E: Fee and Rate Proposal	
Proposal Form F: General Terms and Conditions	
Proposal Form G: References	
Proposal Form H: 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 District-wide Technology Strategic Master Plan Development Services	Only notate changed/exceptions to the Sample Agreement pursuant to the instructions highlighted and identified in Appendix D.
Appendix E: Sample Foundation for Community Colleges Administrative Services Agreement	Only notate changed/exceptions to the Sample Agreement pursuant to the instructions highlighted and identified in Appendix D.
Appendix F: Sample Implementation and Funding Allocation Plan	
Appendix G: Submission Checklist	