



**Request for Qualifications and Proposals (RFQ&P)**

**No. 4493-2021**

**Executive Recruitment Services -  
Chancellor**

**Proposal Due Date**

**Friday, January 07, 2022**

**At 12:00 PM**

**Procurement, Central Services and Risk Management**

**[purchasing-dept@socccd.edu](mailto:purchasing-dept@socccd.edu)**

## **RFQ&P No. 4493-2021 Executive Recruitment Services - Chancellor**

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## RFQ&P No. 4493-2021 Executive Recruitment Services - Chancellor

### SCHEDULE

Date of Issue / Document Available	12/16/2021
Requests for Information (RFI)	1/4/2022 at 9:00 AM
District Responds to RFI's	1/5/2022 End of Day
<b>Due Date</b>	<b>Friday, January 07, 2022 12:00 PM</b>
Interview/Presentations (if needed)	January 11, 2022 - Time TBD Zoom conference call information will be sent to shortlisted firms.
Contract Negotiations (if needed)	1/12/22 All negotiations will take place via Zoom conference calls.
Anticipated Governing Board Approval	January 24, 2022
Anticipated Start Date for Services	1/25/22

## **1. DISTRICT OVERVIEW**

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

This multi-college 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, Educational and Technology 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.

## 2. INSTRUCTIONS, INFORMATION AND GENERAL CONDITIONS

### PURPOSE OF RFQ&P

South Orange County Community College District (SOCCCD) is seeking to retain a qualified firm to provide Executive Recruitment Services for the position of Chancellor. The entirety of this RFQ&P sets forth the District's requirements in detail. All responses should be submitted in accordance with the terms and conditions contained in the foregoing document.

### DEFINITION OF TERMS

- The designation of District refers to the South Orange County Community College District, a political subdivision of the State of California.
- The term "**Proposers**" refers to Firms that elect to submit proposals for Executive Recruitment Services - Chancellor.
- The terms "**Contract**" and "**Agreement**" shall be used interchangeably within this document.
- Throughout this document, the term "**District**" shall be used to designate the rights and responsibilities of the South Orange County Community College District.
- The term "**District-wide**" represents District Services (DS), Irvine Valley College (IVC), Saddleback College (SC), and the Advanced Technology Education Park (ATEP).
- The term "**Proposer**" shall be used to designate the rights and responsibilities of the successful firm responding to this RFQ&P.

### PROPOSAL QUESTIONS

All questions regarding this RFQ&P should be sent, via e-mail to Priya Jerome at [purchasing-dept@socccd.edu](mailto:purchasing-dept@socccd.edu).

Questions will only be accepted until 1/4/2022 no later than 9:00 AM. The e-mail subject line should read: "Your company name/Questions regarding RFQ&P No. 4493-2021." 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 1/5/2022. All addendums to this RFQ&P will be posted on the District's web site.

### PROPOSAL SUBMISSION

It shall be the responsibility of the Proposer to ensure that Proposals are received via email submission as follows:

#### Email Submission:

Proposals are to be submitted, via e-mail, to the Purchasing Department no later than **12:00 PM** on Friday, January 07, 2022. Submit Proposal to: [purchasing-dept@socccd.edu](mailto:purchasing-dept@socccd.edu) The Proposal must be emailed to the address above as an attachment in Word or PDF format and not exceed file size of 10MB. Proposals with documents exceeding 10MB in size should be saved to a smaller file size or split up and sent as separate emails. Subject line of e-mail containing submitted

proposal should include and read “name of your company/submittal for RFQ&P No. 4493-2021 (“Email 1 of XX” if more than one).”

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** – PROPOSAL FORM A
2. **Related Experience, Approach, and Methodology** – PROPOSAL FORM B
3. **Fee and Rate Proposal** – PROPOSAL FORM C
4. **General Terms and Conditions** – PROPOSAL FORM D
5. **References** – PROPOSAL FORM E
6. **Addenda Acknowledgement** – PROPOSAL FORM F
7. **Appendices**
  - A. Non-Collusion Declaration
  - B. Equal Opportunity Affirmative Action Statement
  - C. Chancellor’s Job Description
  - D. Ideal Qualities and Attributes
  - E. Chancellor’s Search Timeline
  - F. Sample Agreement
  - G. Submission Checklist

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

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

### **MODIFICATIONS TO PROPOSALS**

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

## **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 Proposer 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 secrets”, “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 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 a request is made for the disclosure of the contents of any portion of a RFQ&P Response deemed exempt from disclosure hereunder, by submitting a RFQ&P Response, each Proposer 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](mailto:purchasing-dept@socccd.edu) at any time **prior** to the deadline set for receipt of proposals. The subject line of the e-mail should include and read: “Your Company Name/Withdrawal of RFQ&P No. 4493-2021.” 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](mailto: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.

## **PROPOSER'S CONTINUING OBLIGATION**

Each Proposer 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 Proposer submitted its RFQ/P Response that, if they had occurred prior to the date that the Proposer submitted its RFQ/P Response, would have required

the disclosure of such circumstances; or (iii) the Proposer 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**

Proposers are solely responsible for confirmation of the suitability of any information provided by the District relating to 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 reserves the right to interview firms and has scheduled interviews on January 11, 2022 to be conducted via a Zoom conference call, if needed. 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 January 25, 2022 to June 30, 2022. After award, the 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**

The District expressly reserves the right to modify any portion of this RFQ&P prior to the latest date/time for submission of RFQ&P Responses, including without limitation, the cancellation of this RFQ&P. 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](http://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 I.

### **NO ORAL CLARIFICATIONS/MODIFICATIONS**

The District will not provide any oral clarifications or modifications to the RFQ&P or the requirements hereof; no employee, officer, agent, or representative of the District is authorized to provide oral clarifications or modifications to the RFQ&P. No Proposer shall rely on any oral clarification or modification to the RFQ&P.

### **NEGOTIATION**

The 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 January 24, 2022. 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 the District and the 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; and
- 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. The Proposer shall receive no compensation hereunder. Should bidder aid, abet, or knowingly participate in violation of this article or breach or violate 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 the 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 them 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 OF INFORMATION TECHNOLOGY**

Proposer hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Products covered under this provision include, without limitation, the following: software applications; operating systems; web-based intranet and internet information and applications; telecommunications products; video or multimedia products; self-contained closed products

such as copiers; source codes and desktop and portable computers. Proposer agrees to respond promptly and resolve any complaints regarding accessibility of its products or services that are brought to its attention. Proposer further agrees to indemnify and hold harmless the District from and against any claim arising out of Proposer's failure to comply with these requirements. Proposer acknowledges that failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement.

### 3. EVALUATION OF PROPOSALS

The proposals shall be primarily evaluated based upon qualifications of the firm and personnel, innovativeness, demonstrated knowledge, and estimated fees. Experience with higher education and California community college clients is desirable, but not absolutely required.

#### 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 or firms selected as first choice will be notified and asked to negotiate final terms of the contract. Contracts will be forwarded to the Board of Trustees for approval and authorization to proceed.

#### Content and Order of RFQ&P Response

The 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	Cover Letter	10
B	Related Experience, Approach, and Methodology	45
C	Fee and Rate Proposal	45
	<b>Total</b>	<b>100</b>

<b>Interviews</b> (if needed)	<b>Points</b>
	100

## 4. SCOPE OF SERVICES

The awarded firm shall provide the executive recruitment services below:

1. Provide professional recruitment assistance in the process of hiring a highly qualified Chancellor for the South Orange County Community College District.
2. Support and assist in candidate recruitment in all phases of a District led national search and selection process including direct confidential contact when necessary.
3. Adhere to a rigorous and expedited timeline and assist in maintaining steady progress towards completion. See Appendix E for approved timeline.
4. Provide guidance and direction to the Board of Trustees during interviews, open forums, and site visits, as required.
5. Conduct in-depth reference checks of finalist candidates, prepare, and present reference check summaries to the Committee Chair, HR, and the Board of Trustees.
6. Assist and provide information to the Board of Trustees regarding competitive salary data, contract provisions, and background check results, as directed by the Board Designee and/or Committee Chair.

### Notes:

- The form and content of the Agreement the District anticipates entering into with the awarded firm is incorporated into this RFQ&P as Appendix F.
- The approved Chancellor job description is incorporated into this RFQ&P as Appendix C.
- The approved ideal qualities and attributes is incorporated into this RFQ&P as Appendix D.

**PROPOSAL FORM A**  
**COVER LETTER**  
**(2 Page Limit)**  
**(No Page Limit for Proposer Firm Information)**

Provide a cover letter addressed to the Vice Chancellor, Human Resources indicating the firm's interest in working with the District. Include a brief description of why the firm is well suited for and can meet the District's needs for this recruitment.

**The Cover Letter must also include all of the information noted below in a letter format.**

The individual who is authorized to bind Consultancy Services for the Executive Recruitment Services - Chancellor 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 services begin.
- A statement to the effect that the proposal is a firm and irrevocable offer, good for one hundred and eighty (180) days. **Please complete Proposal Form A through F and Appendices A, B, and G 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 D.
- 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 and as shown in Appendix E.
- 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.

**Proposer Firm Information**

• Name of Main Contact: \_\_\_\_\_

• Email for Main Contact: \_\_\_\_\_

• Phone Number for Main Contact: \_\_\_\_\_

• 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 Proposer was a party to been terminated for default of the Proposer's officers or principals of the firm?

YES  NO

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

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**PROPOSAL FORM B**  
**RELATED EXPERIENCE, APPROACH, AND METHODOLOGY**  
**(4 PAGE LIMIT excluding RESUMES)**

**1. Distinctive Services:**

Provide a detailed summary of the services your firm will provide to the Board of Trustees and Search Committee, with emphasis on those services or skills which offer greater value to the District or which differentiate services from those of other firms.

**2. Project Experience:** Provide information about at least five (5) prior recruitment search services successfully completed by your firm within a higher education or school district environment. Include the following information:

- a. Client Name and Address;
- b. Contact Person, Title, Phone Number, and Email Address;
- c. Scope of Work;
- d. Was the position successfully hired?

**3. Applicant Diversity:**

Describe in detail how your firm incorporates a focus on equity and inclusion in their search processes and protocols that would allow the District to consider a pool of highly qualified and diverse candidates that reflect the equity minded values of the college.

**4. Matching the Candidate with the Institution:**

Describe in specific terms your approach & methodology in identifying candidates for a viable candidate pool.

**5. Resumes (1 Page Limit per Person):**

- a. Provide no more than a one-page resume of qualifications for each person as follows:
  - i. Identify person/s who will be principally responsible for working with the District. Indicate the role and responsibility of each person/s, and how many years of experience with a focus on community college district qualifications relative to the proposed role.
  - ii. Provide brief biographies, education, training, professional certifications, and work experience history of individual/s that will be working directly with the District, highlighting the skills identified with their tasks.
  - iii. Link each named person with the specific tasks, responsibilities, and deliverables.
  - iv. If more than one person is named as a candidate for a specific role, include above information for all listed persons.

**PROPOSAL FORM C  
 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 a not-to-exceed fee accordingly using the form below.

Fees shall be firm and fixed.

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

**1. Professional Fees**

The fee will be on a lump sum basis. Provide a “not-to-exceed” fee in the table below for the scope of services identified in this RFQ&P:

Team Member Title	Hourly Billable Rate	Total Est. Project Hours	Not to Exceed Fee
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
<b>TOTAL NOT TO EXCEED FEE FOR PROFESSIONAL FEES</b>			<b>\$</b>

**2. Other Costs:** Please indicate below any costs not specified above, and list any applicable reimbursable (allowed reimbursables are outlined in the attached sample agreement) and their respective unit costs:

Description of Services	Cost
	\$
	\$
	\$
	\$
	\$
<b>TOTAL FOR OTHER COSTS</b>	
	<b>\$</b>

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

## PROPOSAL FORM D GENERAL TERMS AND CONDITIONS

**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 and Final Agreement:** 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. Contingent to evaluation of proposals received, the District reserves the discretion to alter, modify, change, include, or reduce the RFQ&P scope and pursuant to these changes and the successful negotiations with the Proposers, establish the 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 five (5) calendar days following the District's notification to proceed.

**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 Proposer, which includes any District employee. Further all Proposers must disclose the name of any District employee, or Board of Trustees member, who has, directly or indirectly, any financial interests in the Proposer's firm or any of its branches. Submit this information on an attachment to the proposal which is titled "Conflict of Interest" and include the person's name, interest or position, and percent of ownership, if applicable.

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

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

**Legally Binding:** It is further certified that the person whose signature appears below is legally empowered to bind the company in whose name the proposal is entered 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 E**  
**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 for similar services. Include the name of the institution or district, contact person, email address, and phone number of individuals who can evaluate work that has been completed by the consultant(s)/firm/team member(s) in the past five (5) years. The District has prioritized collegiality and collaboration, and assessing how consultant(s) will function within that culture will be a critical evaluation component.

**REFERENCES**

Name of Entity: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Dates of Services: From: \_\_\_\_\_ To: \_\_\_\_\_

Types of Services Provided: \_\_\_\_\_

**PROPOSAL FORM F**  
**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 two (2) calendar days prior to submittal date. Record below the number(s) and date(s) of addenda received, if applicable.

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 a 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 C**

### **Chancellor's Job Description**

#### **CHANCELLOR**

(Salary and non-mandated benefits are negotiated between the Chancellor and Board of Trustees as a separate contract)

#### **Overview**

The Chancellor of South Orange County Community College District ("District") is responsible for overseeing all functions, programs, services and operations of the District's two Colleges, Saddleback College and Irvine Valley College, ("Colleges") as well as development of the Advanced Technology and Education Park (ATEP), in accordance with federal and state regulations and policies adopted by the District's seven-member Board of Trustees ("Board"). The Chancellor provides executive direction, supervision and leadership to the District's academic and classified administrators and staff in all areas of administration, instruction, student services and other support services. The Chancellor has a primary leadership role for accreditation, ensuring that the District and Colleges meet or exceed eligibility requirements, accreditation standards, and commission policies at all times. The Chancellor assumes overall responsibility for the fiscal health and prudent operation of the District. The Chancellor ensures that the District and its Colleges continually improve to meet the diverse and changing needs of students and are actively engaged in outreach to community stakeholders.

The Chancellor fosters a culture of collaboration, mutual respect, innovation, and continuous improvement throughout the District; leads by example; actively participates in and supports District- wide participatory governance components and activities and other collaborative processes; encourages professional excellence among the staff and promotes an organizational culture of customer service, innovation, and quality services.

As Chief Executive Officer of the District, the Chancellor reports directly to the Board of Trustees and supervises the College Presidents, Vice Chancellors and other departmental staff. Responsibilities and duties include, but are not limited to, the following areas:

#### **Educational Leadership**

- Works collaboratively with and provides leadership to the College Presidents to support the Colleges' primary role of teaching and learning, improving academic programs, and providing for optimum student access, success, and completion with wise use of resources.
- Works collaboratively with and provides leadership to District departments to provide centralized, efficient resources to the Colleges and support to the District's communities.
- Provides overall responsibility for the quality of all District programs, services, and activities and seeks opportunities to increase and maximize program funding sources to continually meet the needs of the District and its diverse communities.

- Participates in meetings at the state and national levels, such as CCLC and ACCT, and seeks relevant positions on boards and/or committees of significant educational leadership at the state and national levels. Participates in peer-to-peer CEO forums offered by CCLC and other professional organizations.
- Seeks opportunities to speak and provide influence at the community, state and national levels to bring visibility to the District, create good will, form partnerships and cultivate resources.
- Proposes and advocates for policy, legislation, fiscal and ancillary resources to sustain, enhance and develop new programs, services and opportunities.
- Expands partnerships with business, government, industry, community organizations, and educational organizations to meet changing needs and cultivate economic development in the community.
- Provides leadership and guidance for integrated, District-wide planning processes that are inclusive, collaborative, and ensure the highest quality instruction, student services, community services, and overall administration of the District within achievable resources.
- Develops and implements innovative opportunities that allow staff to acquire knowledge and skills for professional growth to enhance the overall quality of services that the District provides.

### **Management Leadership**

- Serves as an inspirational leader for all administrative, academic and classified staff and empowers, motivates and mentors personnel in developing new approaches, methodology and concepts in the field of education.
- Leads, develops, and evaluates the District executive team.
- Strengthens management systems for sound decision-making and effective policy implementation with emphasis on flexibility, accountability, and continuous improvement.
- Develops the District budget, provides oversight of the budget, and is responsible for the overall fiscal integrity of the District.
- Ensures the recruitment, employment, and retention of highly qualified and culturally diverse faculty and staff in accordance with Board policies.
- Builds consensus through collegial consultation and collaboration to cultivate and maintain healthy relationships in a multi-college District.
- Provides experience and leadership in developing long-range planning that frames the budget process, resource allocation, site development and education, staffing and facilities master planning of the District.

- Inspires and leads internal constituencies to collaborate on developing a shared District-wide vision that advances the organization while honoring the unique qualities of each entity inside the organizational structure.
- Ensures fiscal stability, student success and completion, student access and student equity through prudent management principles and responsible allocation of resources.
- Advocates for state and federal funding and creatively pursues alternative resource funding to ensure quality of programs and foster growth.
- Provides knowledge and leadership in organizational development, change management, human resources, facilities planning, information systems management, community and legislative relations, short and long term strategic planning, and fiscal management.

#### **Governance and Process Leadership**

- Cultivates and inspires a climate of cooperation between the Colleges and the District Office by working with the Presidents and Vice Chancellors to encourage collegiality and unity. Collaborates on strengthening District-wide processes that best serve the organization.
- Values collaborative problem solving as integral to the collegial consultation process, as well as interest-based bargaining as a tool for effective employee-employer relations.

#### **Community Leadership**

- Articulates and promotes a strong, innovative vision of the District to educational entities, community groups, business and industry, labor organizations, the California Community Colleges Chancellor's Office, other community colleges, University of California, California State University, private colleges and universities, city and county agencies, the California Legislature and U.S. governmental entities to advance the interests of the District and ensure quality educational and workforce investment.
- Engages and encourages District and College leaders to dialogue and pursue diverse interests in the community.
- Represents community needs and interests to internal constituencies.
- Provides leadership and support to expand revenue resources through fundraising, including developing strategic partnerships with government agencies, public officials, business and industry, major donors and foundations.
- Provides leadership support to fund development and cultivation efforts of the Saddleback College and Irvine Valley College Foundations.
- Serves as a visible spokesperson for the District in the local, state and national media.

## **Board Relations & Development**

- Works collaboratively with the Board on setting policy, providing prudent fiscal resource management, serving in various roles as District spokespersons and representatives of the community.
- Establishes a strong and trusting partnership with the Board of Trustees and creates a culture of mutual respect and open communication between the Board and Chancellor. Actively and regularly communicates with the Board as a whole and with individual Board members, and develops and strengthens the Chancellor/Board relationship.
- Guides the Board to continually examine priorities that balance autonomy and accountability for the Colleges; set appropriate District responsibilities and controls; and support policy-making and fiscal oversight from the Board.
- Advises, updates and seeks policy direction and support from the Board on a regular basis.
- Proactively communicates to the Board regarding the needs and activities of the District and Colleges.
- Executes delegated authority pursuant to Board direction and policy.
- Directs the preparation of all Board agendas in accordance with applicable laws.
- Provides leadership and professional expertise to assist the Board in annual goal setting, professional development, and self-evaluation. Ensures that the Board has a code of ethics and conflict of interest policy and that individual Board members adhere to the code.
- Provides orientation and ongoing training for the Board, and is responsible for the proper conduct and related documentation of Board meetings in compliance with applicable law.
- Works collaboratively with the Board in developing long-range goals and objectives based on a shared vision of the future of the District and assists the Board in periodic evaluation of the District's success in meeting goals and objectives.
- Implements the Board's goals and objectives through collegial consultation processes and appropriate division of roles and responsibilities.
- Systematically promotes the enhancement of the Board's knowledge of the District's programs, services, and processes.
- Ensures that the Board acts in a manner consistent with its policies and bylaws and that it meets to have a program that regularly assesses its policies and bylaws for effectiveness in fulfilling the District mission and revises them as necessary.
- Ensures that the District and Colleges are accomplishing their goals for student success and completion and that the Board regularly reviews key indicators of student learning and achievement and institutional plans for improving academic quality.

- Provides leadership in evaluation of Board roles and functions in the accreditation process.

### **Professional Characteristics**

- Demonstrated understanding of and commitment to the community college philosophy and an awareness of contemporary issues, trends, and legislation in higher education.
- Experience and leadership skills to form a shared vision in the development and maintenance of a strategic master plan that frames budget processes, resource allocation, site development, and facilities planning.
- Experience advocating and participating in collegial consultation and consensus building and promoting collegiality and respect among all District constituencies.
- Experience maintaining a prudent financial management system, aggressively advocating for state and federal funding, and creatively pursuing alternative resource development activities.
- Demonstrated leadership role in economic development including expanding partnerships with business, industry, government, and other educational institutions.
- Demonstrated leadership in Board stewardship, advising a governing Board as policies are developed and reviewed, and interpreting these policies for staff and community.
- Demonstrated experience in encouraging and recognizing the uniqueness of separate colleges in a multi-college district.
- Substantial experience delivering public speeches and overseeing effective communications to a wide array of educational, academic, community and business audiences.
- Experience in effectively utilizing research-based planning and decision making.
- Demonstrated understanding of development of strong educational programs.
- Experience in a variety of college-related roles in instruction and/or student services.
- Demonstrated productive community involvement and commitment to serving a diverse community and student population.
- Experience in local, state and national legislative advocacy.
- Experience with collective bargaining and laws and regulations in a higher education environment.

### **Personal Characteristics**

- Provides strong, dynamic and energetic leadership to inspire and evoke the respect of students, faculty, staff, the Board and the community.
- Demonstrates outstanding interpersonal, public speaking, and written communication skills.

- Creates a positive environment of cooperation and mutual support among faculty, staff, students, administration and the Board and is able to resolve conflicts skillfully.
- Brings ethical principles to the organization that value integrity, honesty, trustworthiness, open communication, transparency, humility and flexibility.
- Employs specialized skills to build strong, effective teams and create institutional improvement.
- A true leader who embraces transparency and open communications with the Board of Trustees.

## **QUALIFICATIONS**

### **Educational and Experience Guidelines:**

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

### **Minimum Qualifications**

#### **Education**

An earned master's degree from an accredited college or university in business or public administration or related field.

#### **Experience**

At least five years of demonstrated senior level experience in directing major components of a large and complex organization, preferably a multi-campus higher educational institution with a broad variety of instructional and student services programs, technology support services, resources and facilities, including at least three years' experience at the level of Chief Executive Officer, Chancellor, Deputy Chancellor, Vice Chancellor, College President, Superintendent or Assistant Superintendent in a system or organization of comparable complexity. Experience working with a Board that has a diversity of opinions with an effective governance model.

### **Desired Qualifications**

An earned doctorate from an accredited college or university.

- Experience in teaching, student services and/or support for the roles of faculty, instruction, student services, and a higher educational environment.
- Experience and/or demonstrated ability to understand shared governance and collective bargaining in a collegial environment.
- Experience in and/or demonstrated knowledge of the role of community colleges in economic and workforce development.

### **Knowledge of:**

- Budget preparation, control and administration for a large, multi-faceted public organization.

- A collective bargaining environment and practices of shared governance.
- Contract negotiations and employee grievances at the community college level.
- Community college philosophy and an awareness of contemporary issues, trends and legislation in higher education.
- Current management information systems, functions, operations and equipment, including hardware and software applications.
- Instructional program development and implementation at the community college level.
- Interpersonal skills including tact, patience and diplomacy.
- Local economic conditions, community leaders and service organizations.
- Local, State and federal laws, codes and regulations related to public and community college administration, including the California Education Code and the California Government Code.
- Compliance requirements, including accreditation standards.
- Needs, interests and concerns of various groups of community college students.
- Oral and written communication skills.
- Organizational development theory, strategic change management, human resources, facilities planning, informational systems management, community and legislative relations, short and long term strategic planning, and fiscal management.
- Participatory governance at the community college level.
- Policies, objectives, procedures, organization, operations, guidelines, programs and services applicable to the administration of a multi-campus California Community College District.
- Principles and practices of community college administration.
- Principles and practices of effective executive leadership.
- Principles and practices of training, supervision and performance evaluation.
- Principles, theories, practices, methods and procedures of public administration specifically related to higher education.
- Progressive discipline procedures and documentation.
- Public speaking techniques.
- Roles of developing technologies in learning and administration.
- Sound fiscal management policies as related to public institutions.
- Student enrollment trends and demographic statistics of the community.
- The role of community colleges in economic development.
- Trends in academic, vocational, community and contract education.

**Ability to:**

- Establish a strong and trusting partnership with the Board.

- Create an atmosphere of mutual respect, and open communication between the Board and constituencies.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Assure the development, approval and administration of a consolidated and balanced annual District budget according to legal timelines.
- Assure the preparation, maintenance and retention of all required District reports, files and data.
- Assure the timely negotiation of all collective bargaining agreements as mandated for California Community Colleges.
- Use ethical principles that value integrity, honesty, open communication, transparency, humility, evidence-based, and flexibility in all District matters.
- Be goal and results oriented, employ specialized skills required to build strong teams, create institutional improvement and change.
- Be trustworthy, approachable with excellent interpersonal skills.
- Be fiscally responsible, resourceful and creative in ways that will generate new revenue.
- Be politically astute and communicate effectively with local, State, and federal legislators.
- Build a sense of community within the District and establish viable linkages with external communities.
- Build and lead a diverse and highly skilled leadership team, while promoting the development and advancement of all faculty and staff.
- Communicate clearly, concisely and effectively, both orally and in writing, with diverse constituencies within and outside of the District.
- Confer with legislators, community business leaders and others regarding funding sources, cooperative instructional relationships, and other matters.
- Develop and maintain a complex organizational structure that supports effective and efficient results, while encourage collaboration, creativity and innovation in a value added environment.
- Create and maintain administrative and faculty environments that encourage and support innovation.
- Delegate responsibility and authority while maintaining accountability.
- Demonstrate dynamic, well-organized and visionary leadership.
- Demonstrate strong educational leadership skills which evoke the respect of students, faculty, staff, the Board, and the community.
- Demonstrate leadership in advising a Board as policies are developed and reviewed, and interpreting these policies for staff and community.

- Demonstrate creativity, innovation, forward thinking, flexibility, and persistence.
- Demonstrate leadership role in economic development in expanding partnerships with business, industry, government, and other educational institutions.
- Demonstrate sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students.
- Demonstrate a strong understanding of complex fiscal issues facing California Community Colleges and create strategic plans.
- Pursue and successfully obtain government and grant funding, and other fiscal resources.
- Develop and implement policy recommendations which will implement the District's master plan and other goals and objectives in accordance with local, State and federal laws and the needs of the college community.
- Develop and maintain a visible presence on the campuses and in the community.
- Earn the respect and confidence of others.
- Encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.
- Envision, plan, develop, organize, coordinate, direct, administer, monitor, control, review and evaluate all functions, programs, services and activities of the District including administration, instruction and student services.
- Establish and maintain a climate of trust and collegiality.
- Establish and maintain cooperative and effective working relationships with those contacted in the course of work.
- Exercise initiative and work independently with little or no direction from the Board.
- Exhibit excellent leadership ability, exceptional interpersonal and communication skills.
- Exhibit a collaborative management style that is consultative and inclusive.
- Exhibit decisiveness, energy, self-confidence, and accountability.
- Identify needs and priorities and make decisions in a climate of competing interests. Listen intently and communicate effectively with others in an inspirational, open and responsive manner.
- Maintain current knowledge of the educational and vocational needs of the community.
- Maintain rapport with faculty and staff of the District's Colleges.
- Make effective public presentations.
- Prepare oral and written reports and recommendations.
- Provide leadership and executive direction to administrators, managers, supervisors, faculty and support staff.
- Relate effectively to people of varied academic, cultural and socio-economic background using tact, diplomacy and courtesy.

- Remain student oriented, listening to and caring about students' needs and concerns.
- Review and analyze complex financial, statistical and narrative data regarding all aspects of the District.
- Select, train, lead, direct, supervise and evaluate the performance of subordinates effectively.
- Support, promote, invest, and nurture the teaching and learning process.
- Understand and effectively and collaboratively work in a complicated multi-college environment, as well as within a system of community college districts.
- Understand and implement mandated participatory governance.
- Understand and support interest-based approaches to problem solving and conflict resolution.
- Work in a complex and large multi-college district with distinct organizational cultures and needs.
- Work effectively with diverse populations, maximizing the benefits of diversity.
- Work productively with an elected seven-member Board of Trustees.

### **Work Environment and Physical Demands**

The work environment and physical demands described here are representative of those required by an employee to perform the essential functions of this job successfully. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### Work Environment:

Duties are primarily performed in an office environment or in meetings at a District or community location. The incumbent is subject to frequent interruptions and contact in person and on the telephone with executives, administrators, faculty, members of the Board of Trustees, community and State and federal leaders and the general public. Frequently must travel to other offices or locations to attend meetings and conduct work. Must attend afternoon or evening Board meetings.

#### Physical Demands:

Typically must sit for long periods, walk short distances on a regular basis, see clearly to read normal and fine print and operate computer keyboard, speak clearly and distinctly to provide information in person or on the telephone, hear and understand voices over telephone and in person to exchange information and make presentations, use hands and fingers to operate an electronic keyboard or other office machines, travel to various locations to attend meetings and conduct work and lift, carry and/or move objects weighing up to 10 pounds. Must remember key information and concentrate for long periods of time.

**Compensation**

Salary, length of contract, and other terms and conditions of employment are negotiable and will be competitive with those of similar districts in California.

## **APPENDIX D**

### **Ideal Qualities and Attributes**

#### **CHANCELLOR SEARCH**

#### **IDEAL QUALITIES AND ATTRIBUTES**

- Experience working with a Board that has a diversity of opinions with an effective governance model.
- A true leader who continuously engages the Board on seeking input and direction on policies and the future strategic direction of the District.
- Demonstrated experience successfully leading a complex organization and/or public agency.
- An exceptional communicator to a broad range of audiences including a Board of Trustees, community groups, elected officials, faculty, staff and students.
- Experience in teaching, student services, and/or support for the roles of faculty, instruction, student services, and a higher educational environment.
- Experience and/or demonstrated ability to embrace shared governance and collective bargaining in a collegial, transparent environment.
- Experience in and/or demonstrated knowledge of the role of a community college in economic and workforce development.
- Demonstrated experience establishing a strong and trusting partnership with a Board of Trustees and/or Board of Directors.
- Demonstrated experience creating an atmosphere of mutual respect, and open communication between the Board and constituencies.
- Demonstrated experience delegating responsibility and authority while maintaining accountability.
- Demonstrated experience executing dynamic, well-organized and visionary leadership.

## APPENDIX E

### Chancellor's Search Timeline

#### CHANCELLOR'S SEARCH TIMELINE 2021-22

##### FALL SEMESTER 2021

- November 8, 2021 Board Sub-Committee reviewed and edited BP/AR 2431 – *Recruitment: Chancellor* and BP 2435 – *Evaluation of the Chancellor*.
- November 19, 2021 Board Policy and Administrative Regulation Advisory Council (BPARC) reviewed, and recommended changes to BP/AR 2431 – *Recruitment: Chancellor* and BP 2435 – *Evaluation of the Chancellor*.
- December 2, 2021 Chancellor's Council reviewed and approved BP/AR 2431 – *Recruitment: Chancellor* and BP 2435 – *Evaluation of the Chancellor*.
- December 13, 2021 Regular Meeting of the Board of Trustees – in open session:
- Board receives BP 2431 – *Recruitment: Chancellor* and BP 2435 – *Evaluation of the Chancellor* for review and study and AR 2431 – *Recruitment: Chancellor* for information purposes.
  - Board edits and finalizes Job Description.
  - Board discusses desirable qualities and attributes for new Chancellor.
  - Board provides direction on search firm.

##### SPRING SEMESTER 2022

- January 24, 2022 Regular Meeting of the Board of Trustees – in open session:
- Board edits and finalizes Position Brochure and Position Announcement.
  - Board appoints a community member to the Search Committee.
  - Board appoints the Board designee, as defined in AR 2431 – *Recruitment: Chancellor*, to oversee the search process.
- Jan. 25 – Mar. 24, 2022 Position Advertised – District receives applications.

March 18 & 29, 2022	Search Committee meets to finalize interview questions, writing assessment, presentation prompt, and criteria for rating applications.
March 28-30, 2022	HR prepares applications for review.
April 1-11, 2022	Committee completes application screening
April 12, 2022	Committee chair (and any committee members wishing to be present) meet to draw the line and determine number of candidates to interview
April 13-25, 2022	HR conducts internet and other publicly available searches on first level interviewees.
April 26-28, 2022	Committee Interviews Candidates (first level interviews).
April 28, 2022	HR provides search report to Committee and Committee recommends candidates for second level/final interviews with Board.
April 28 – May 12, 2022	Consultants conduct in-depth reference check on finalists.
May 10-12, 2022	Finalist Interview Week – Campus Forums (one at IVC, one at SC).  Finalist Interview with Chancellor’s Council.  Special Meeting of the Board of Trustees – in closed session: <ul style="list-style-type: none"><li>• Finalist Interviews with Board of Trustees.</li></ul>
May 23, 2022	Regular Meeting of the Board of Trustees – in closed session: <ul style="list-style-type: none"><li>• Board discussion regarding Chancellor search finalists;</li><li>• Board provided in-depth reference check information;</li><li>• Board decides whether to conduct site visit;</li><li>• Board decides whether to hold further interviews with desired candidate;</li><li>• Board decides if offer will be made; and/or</li><li>• Board authorizes the Consultant, Chancellor, and/or the Vice Chancellor of Human Resources to negotiate and finalize contract with Legal Counsel review.</li></ul>
June 6-9, 2022	Site Visit (if desired).
June 28, 2022	Regular Meeting of the Board of Trustees – in open session:

- Board appoints successful finalist;
- Board approves new Chancellor's contract; and
- Board introduces the new Chancellor.

August 1, 2022

New Chancellor projected start date (will be negotiated).

**APPENDIX F**  
**Sample Agreement**  
**Executive Recruitment Services - Chancellor**

The Proposer shall thoroughly review the below Agreement. As part of the proposal submission, indicate in a separate Tab of the RFQ&P Response the Proposer's acceptance of all terms and conditions set forth in the Agreement. If there is any term or condition of the Agreement, which a Proposer requests to be modified, the Proposer 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 Proposer 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 Proposer must execute the Agreement in the form and content attached hereto subject only to elements of such Proposer'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**  
**PROFESSIONAL SERVICES AGREEMENT**

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

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

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

WHEREAS, 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;

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

1. **STATEMENT OF SERVICES.** Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Consultant's profession. Services to be provided by Consultant (“Services”):  
The Consultant's Services shall consist of those services performed by the Consultant and Consultant's employees as enumerated in this Agreement, along with all aspects of services as identified in RFQ&P 4493-2021 Executive Recruitment Services - Chancellor, referenced herein and made a part hereof as Attachment A and Consultant's Proposal, referenced herein and made a part hereof as Attachment B. The Agreement, Attachment A and Attachment B shall collectively be defined as the “Services.” The Parties understand and agree that the Agreement along with the Final Fee and Rate Proposal (Attachment C) shall be the prevailing and governing documents and that Attachments A and B are intended to cooperate and be complementary.
2. **TERM.** This Agreement shall commence on **January 25, 2022**, and shall continue in full force and effect thereafter until and including **June 30, 2022** (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. **PAYMENT.**
  - A. **Amount of Compensation.** District agrees to pay Consultant, as full consideration and compensation for Consultant's performance of the Services under this Agreement, a total amount not to exceed **[[ Contract Total Amount (Spelled Out) ]]** Dollars **\$\$[[ Contract Total Amount ]]** (“Contract Amount”). Additional details:**N/A.**
  - B. 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 Agreement.
  - C. **Reimbursement of Expenses.** The District recognizes that certain costs and expenses associated with the Services performed are reimbursable to the Consultant. Provided that the Consultant obtains the District's prior written approval, costs and expenses will be reimbursed to the Consultant in accordance with this Article. The District's prior written authorization is an express condition precedent to any reimbursement to the Consultant of such costs and expenses, and no claim for any additional compensation or reimbursement shall be valid absent such prior written approval by the District and calculated in accordance with the rates set forth. 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 are as follows, and any other reimbursable expenses must be approved in writing by the District:
    - 1) Approved reproduction of reports and/or other documents in excess of the copies required by this Agreement;
    - 2) Fees advanced for securing approval of authorities in connection with the Services rendered pursuant to this Agreement;

3) Cost of UPS, Federal Express, and other deliverables; and

4) Cost of subconsultants hired by Consultant with prior written approval of District.

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

Invoices. Upon satisfactory completion and acceptance of Services, Consultant shall submit to the District detailed billing information regarding the Services provided for the billing period, not more than once per month, and, if applicable, District-authorized expenses incurred during the billing period to [AccountsPayable@socccd.edu](mailto:AccountsPayable@socccd.edu) or mail to South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, CA 92692, Attn: Accounts Payable. **To ensure prompt and accurate payment, all invoices related to this Agreement shall reference the following Agreement Number: DSPCRM-PSA-4493-2021.**

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 Services satisfactorily rendered (as determined by the District) pursuant to this Agreement. If payment term differs, it must be noted in Article 3A. An invoice cannot be paid unless this Agreement has been signed by Consultant and has been properly executed by District.

4. **MATERIALS AND EXPENSES.** Consultant shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services 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 Services for District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of their profession.
5. **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.
6. **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, disability insurance, or any other similar state or federal tax obligation.
7. **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 Consultants 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.

8. **STANDARD OF CARE AND PROFESSIONAL CONDUCT.** The Consultant shall perform all Services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The Consultant will furnish, at its expense, the Services that are set forth in this Agreement and represents that the Services are within the technical and professional areas of expertise of the Consultant or any subconsultant the Consultant has engaged or will engage to perform the Services. If the District desires, the District shall request in writing, the Consultant to provide Services in addition to, or different from, the Services described herein. The Consultant shall advise the District in writing of any Services that, in the Consultant's opinion, lie outside of the technical and professional expertise of the Consultant. 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, subconsultants, or volunteers who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services described herein, a threat to the safety of persons or property, or any of Consultant's employees, subconsultants, or volunteers who fail or refuse to perform the Services in a manner acceptable to the District, shall be promptly removed by the Consultant and shall not be contracted to perform this or any future Services for the District.

9. **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, payroll, records of personnel and other data related to all matters covered by this Agreement.

10. **TIME IS OF THE ESSENCE.** Time is of the essence with respect to all provisions of this Agreement.

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

12. **HOLD HARMLESS & INDEMNIFICATION.** To the fullest extent permitted by law, the Consultant and its subconsultants 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/illnesses (including COVID-19) of any kind, including wrongful death, in any manner arising out of, pertaining to, or incident to 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 and its subconsultants 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 and/or its subconsultants' 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 and its subconsultants' 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 and its subconsultants 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.
13. **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. 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). 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. Pursuant to Labor Code §3700, the Consultant and its subconsultants shall each purchase and maintain Workers' Compensation insurance with a statutory limit and Employer's Liability insurance of 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. Professional Liability aka Errors and Omissions. Consultant and its subconsultants shall each procure and maintain throughout the term of this Agreement, 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 professional 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. 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's and Consultant's subconsultants Commercial General Liability and Automobile Liability insurance policies.
- H. 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.
- I. 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.
- J. No Cancellation or Material Modification. 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.

- K. 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 work shall commence by Consultant or its subconsultants until the required certificate(s) of insurance and endorsement(s) have been furnished to the District.
14. **PUBLIC RETIREMENT SYSTEM RETIREES**. Consultant must disclose to the 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).
15. **INDEPENDENT CONTRACTOR**. Consultant, in the performance of this Agreement, shall be and act as an independent contractor 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.
16. **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.
17. **ASSIGNMENT**. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant without the express written approval of the District.
18. **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.
19. **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.

20. **EQUAL OPPORTUNITY/NON-DISCRIMINATION.** Consultant shall not discriminate against any individual with respect to their 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 their status as a consultant 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 Board of Trustees, officers, agents, employees, representatives, students, 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 Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.

21. **COMPLIANCE WITH APPLICABLE LAWS, POLICIES, PROCEDURES, RULES & REGULATIONS.** Consultant shall comply with District's policies, procedures, rules, regulations and/or guidelines that include but are not limited to a smoke, alcohol, and controlled substances free campus, conflict of interest, workplace violence, code of conduct, harassment and discrimination prevention and drug-free environment.

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 strictly comply with all health and safety guidelines consistent with Cal/OSHA and CDC.

**COVID-19 Related Responsibilities.** Consultant shall respond to all potential COVID-19 exposure events immediately. If a possible COVID-19 infection or potential exposure event occurs involving Consultant and any of its employees performing Services on District property pursuant to the terms of this Agreement, Consultant shall immediately notify the District. While the confidentiality of all medical conditions must be maintained in accordance with applicable law, the District reserves the right to inform any District staff, employees, students, and/or visitors that an unnamed individual has been diagnosed with COVID-19 if any of the District's staff, employees, students, or visitors might have been exposed to the disease so such individual(s) may take measures to protect their own health.

Consultant and its subconsultant shall ensure that its employees will at all times comply with COVID-19 Addendum - *Contractor Protocols While on District Property During COVID-19 Pandemic.*

22. **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 their 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 section is a misdemeanor punishable by a fine not exceeding One Thousand Dollars (\$1,000), by imprisonment in a county jail not to exceed a period of six (6) months, or by both that fine and imprisonment.

23. **PROFANITY PROHIBITED.** Profanity of any kind, including, but not limited to, racial, ethnic, or sexual slurs or comments which could be considered harassment on any District property or any property while Consultant and/or subconsultant are performing Services described herein is prohibited.

24. **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.
25. **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.
26. **ORIGINALITY OF WORK.**
- A. **Matters Produced Under this Agreement.** 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.
- B. **Consultant Use of Other Copyright/Trademark/Patent Materials.** Consultant is responsible for arranging and paying for all rights and copyrights necessary and for all costs arising from the use of any material covered by copyright, patent, trademark or franchise. Consultant agrees to defend, indemnify, and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.
27. **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 Services under this Agreement excluding data owned or controlled by the Consultant outside of this Agreement.
28. **CONFIDENTIALITY.** Subject to any state or federal laws requiring disclosure (e.g., the California Public Records Act), the Parties agree, during the term of this Agreement and for five (5) years after termination or expiration of Agreement, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws, which shall be held in such confidence in perpetuity. Parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the implementation of, and as specified in this Agreement. Confidential information may include, but is not limited to, information related to the District's research, development, trade secrets, and business affairs. Each Party agrees to take all reasonable steps to ensure that proprietary or confidential information of either Party is not disclosed or distributed by its employees, agents, or consultants/contractors in violation of the provisions of this Agreement.
- Consultant shall advise the District of any and all materials subject to any copyright restrictions or requirements, which are used or recommended for use by Consultant to achieve the project goals. In the event Consultant shall fail to advise the District of such use under this Agreement, and as a result, the District should be found 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.
29. **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.

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

DISTRICT: South Orange County Community College District  
Priya Jerome, Executive Director of Procurement,  
Central Services, and Risk Management  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
(949) 582-4850 / purchasing-dept@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) ]]

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

31. **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.

32. **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.

33. **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.

34. **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.

35. **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.

36. **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 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.
37. **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.
38. **ACCESSIBILITY OF INFORMATION AND COMMUNICATION TECHNOLOGY.** Consultant hereby warrants that the Services to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Products covered under this provision include, without limitation, the following: Software applications; operating systems; web-based intranet and internet information and applications; telecommunications products; video or multimedia products; self-contained closed products such as copiers; source codes and desktop and portable computers. Consultant agrees to respond promptly and resolve any complaints regarding accessibility of its products or Services that are brought to its attention. 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 Services under this Agreement, 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 Services produced. Consultant further agrees to indemnify and hold harmless the District from and against any claim arising out of Consultant's failure to comply with these

requirements. Consultant acknowledges that failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement or cancellation of the Services.

- 39. **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 the 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 complement the terms of this Agreement.
  
- 40. **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.
  
- 41. **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.

<b>CONSULTANT</b>	<b>DISTRICT</b>
<b>[[ NAME (PRIMARY SECOND PARTY) ]]</b>	<b>South Orange County Community College District</b>
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
CONTRACTOR PROTOCOLS WHILE ON DISTRICT PROPERTY  
DURING COVID-19 PANDEMIC**

The Contractor and/or Consultant along with their subcontractors and subconsultants, hereafter referred to as "Contractor" shall follow these Protocols as a condition of being permitted on District property. The dually executed Agreement for the Contractor's Services shall be the governing document and this Protocol document is intended to be supplementary. The Contractor acknowledges that when it relates to COVID-19, the Contractor shall adjust business operations to comply with COVID-19 specific safety guidelines prescribed by federal, state, and local governmental agencies, including the Orange County Health Care Agency (OCHCA), Centers for Disease Control and Prevention (CDC), and Cal/OSHA. The Contractor further acknowledges that all safety guidelines prescribed and updated by federal, state, and local governmental agencies, including the OCHCA, CDC, and Cal/OSHA shall be followed at all times and that this Protocols document should be treated as additional, providing the District with the greatest levels of protection. Failure to comply with any of the Protocols identified herein, may subject the Contractor's employee(s) to immediate removal from the District's premises.

As a requirement to perform Services on campus, the Contractor agrees that its employees shall adhere to the following.

**1. Contractor shall train employees on how to limit the spread of COVID-19 pursuant to the symptoms as identified by the CDC and Cal/OSHA, including but not limited to the following:**

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

**2. Implement control measures**

- Contractor shall provide an adequate supply of personal protective equipment (PPE) such as face masks/coverings to all of its employees to wear at all times while on District property
- Direct all employees to:
  - Wash hands often with soap and water for at least 20 seconds
  - Use hand sanitizer/wipes when soap and water are not available (Contractor shall supply and make available hand sanitizer/wipes)
  - Cover cough or sneeze

**3. Implement cleaning and disinfecting protocols**

- Contractor shall ensure that adequate cleaning and disinfecting supplies are available at every job site on District premises
- Contractor shall ensure that any and all equipment, objects, and surfaces are cleaned and disinfected after each use

**4. Implement physical distancing guidelines**

A minimum of 6 feet of physical distance between all individuals shall be maintained while on District property.

<p><b>APPENDIX G</b>  <b>Submission Checklist</b>                  South Orange County Community College District                  Executive Recruitment Services - Chancellor</p>
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Item	Included in RFQ&P Response
Proposal Form A: Cover Letter	
Proposal Form B: Related Experience, Approach, and Methodology	
Proposal Form C: Fee and Rate Proposal	
Proposal Form D: General Terms and Conditions	
Proposal Form E: References	
Proposal Form F: Addenda Acknowledgement	
Appendix A: Non-Collusion Declaration	
Appendix B: Equal Opportunity Affirmative Action Statement	
Appendix C: Chancellor's Job Description	For Reference Only
Appendix D: Ideal Qualities and Attributes	For Reference Only
Appendix E: Chancellor's Search Timeline	For Reference Only
Appendix F: Sample Agreement for Executive Recruitment Services - Chancellor	Only notate changed/exceptions to the Sample Agreement pursuant to the instructions highlighted and identified in Appendix D.
Appendix G: Submission Checklist	For Reference Only