REQUEST FOR QUALIFICATIONS AND PROPOSALS - THIRD PARTY EVALUATOR SERVICES: SADDLEBACK COLLEGE

South Orange County Community College District (SOCCCD) is inviting submittals from qualified firms, partnerships, corporations, associations, or professional organizations to provide Third Party Evaluator Services for Saddleback College. Selection will result in an Agreement expected to provide comprehensive professional services to SOCCCD beginning January 28, 2014.

If you would like to submit a response to this Request for Qualifications and Proposals, please send seven (7) hard copies and one (1) electronic copy of requested materials to:

South Orange County Community College District  
Facilities Planning & Purchasing  
Health Sciences Building  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
Attn: Brandye D’Len

Questions regarding this RFQ&P may be directed to Brandye K. D’Len, Executive Director of Facilities, Planning & Purchasing, at (949) 582-4678 or via email at bdlena@socccd.edu.

The District may modify the RFQ&P prior to the deadline for submittals by issuance of an electronic addendum on the district bid website. Firms/Individuals (Firm) may confirm an interest in providing a submittal by emailing bdlena@socccd.edu. Acknowledging Firms will receive response email with addenda information if any is provided.

All responses must be received by mail, recognized carrier or hand delivered by

2:00 PM  December 10, 2013
INTRODUCTION

Saddleback College seeks to procure a rigorous third-party evaluation of a program that will allow reflection and improvement to the implementation of planned strategies in the Health Sciences and Human Services division. The evaluation timeframe is expected to be 48 months including both formative and summative analyses of program impact and implementation over the course of the program’s 36 month duration. The selected evaluator will develop at least one interim report occurring after 18 months from inception outlining evaluation findings to date for submission to Department of Labor (DOL). This report will inform the program’s continuous improvement efforts. A final report will be required at the end of the evaluation period.

At a minimum, quasi-experimental design is required to ensure a rigorous level of evaluation, appropriate for the analysis of the factors related to program impact and implementation. It will feature matched comparison group analysis to examine participant outcomes and impacts.

BACKGROUND:

Saddleback College, located in Mission Viejo, celebrates its 45th anniversary on September 23, 2013. Saddleback College is approximately 175 acres and has a student headcount of over 27,000 students each year.

Upon receipt of a Trade Adjustment Assistance Community College & Career Training grant - Funding opportunity number SGA/DFA PY-12-10, Catalog of Federal Domestic Assistance Number 17.282 (TAACCCT) and prior to enrollment of students into the TAACCCT funded programs, Saddleback College is securing the services of a third party evaluator meeting the following necessary qualifications:

- Use familiarity with social science research approaches, quasi-experimental designs using comparison groups to design and carry out a rigorous evaluation of the program
- Integrate process/summative evaluation factors for large-scale educational transformation efforts within evaluation design, measurement and analysis.
- Leverage deep content knowledge of education and training and/or workforce development research techniques and system change processes within the evaluation.
- Work closely with the program partners as part of an ongoing continuous improvement effort.
- Effectively manage the program evaluation as demonstrated by previous experience evaluating similar initiatives (scale and scope).
- Assist with the identification of additional outcome measures and data sources for assessing processes and progress, including individual-level outcomes, employer outcomes, system change outcomes, etc.
- Manage data collection and analysis from various reporting systems, including necessary data sharing protocols, personal privacy issues and relationship management.

The third-party evaluator should take advantage of the national evaluation assistance that will be provided by Urban Institute and may include:
• Webinars on relevant evaluation topics
• Virtual roundtables and/or conferences for peer learning
• Evaluation tools and resources

**SUBMITTAL INFORMATION AND SUBMITTAL SCHEDULE**

All submittals shall be in the form and formatted as specified in this RFQ&P. Submittals which do not include all of the elements as specified, or which deviate from the proposed format and content as specified, may be deemed “non-responsive” by the evaluation committee and eliminated from further consideration.

Time is of the essence. Submitting Firms will be expected to adhere to the required dates and times.

**TIMELINE:** Incorporate feedback received from the DOL on summary evaluation plan (will receive in early December) into the development of a detailed evaluation plan. March 31, 2014.

The District may modify the RFQ&P prior to the deadline for submittals by issuance of an electronic addendum on the district bid website. Firms may confirm an interest in providing a submittal by emailing bdlena@socccd.edu. Acknowledging firms will receive addenda, if any are developed, by email as well via the website.

Submittal questions must be in writing and be directed to Brandye D’Lena via email at bdlena@socccd.edu with the subject line indicating “Question(s) for Third Party Evaluator Consulting Services RFQ&P”. If questions are submitted after the deadline, they will not be answered and firms must provide a submittal using the information in the RFQ&P and any addenda provided.

**Request for Qualification & Proposals Submittal Schedule**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFQ&amp;P - 1st Advertisement</td>
<td>November 23, 2013</td>
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<tr>
<td>RFQ&amp;P - 2nd Advertisement</td>
<td>November 30, 2013</td>
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<tr>
<td>Deadline email confirmation of interest</td>
<td>December 02, 2013</td>
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<tr>
<td>Deadline for written questions</td>
<td>December 04, 2013</td>
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<tr>
<td>Last addendum</td>
<td>December 06, 2013</td>
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<tr>
<td><strong>Deadline for RFQ&amp;P Submittal</strong></td>
<td><strong>December 10, 2013 2:00 PM</strong></td>
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<tr>
<td>Interviews</td>
<td>December 19, 2013</td>
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<tr>
<td>Board Meeting Date</td>
<td>January 27, 2014</td>
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During the review of the submittals, SOCCCD will not report apparent errors or request submittal clarification. Submittals will be interpreted as presented. Firms are responsible to proof documents to avoid errors.

The delivery package must be clearly marked with the RFQ&P title, Firm’s name and address, contact name, email and phone number.

**Submittals may be withdrawn at any time before the deadline by written request of person signing the Certification.**

**Late submittals will be returned to the firm without evaluation and firm will not qualify for consideration.** It is the firm’s responsibility to ensure submittals are received on or before the deadline and at the identified location. A postmark will not be accepted as meeting the delivery requirement. Third party carriers are routed through the
warehouse and may experience delay from carriers stated delivery timeframe. Hand delivery should include time allowances for limited parking, the possibility of elevator failure (third floor delivery) or other potential obstacles to reaching the delivery location in a timely manner.

SCOPE OF WORK

Services. The Third Party Evaluator Consulting services will include:

Overview

1. Perform a 48 month evaluation with both formative and summative analysis during the programs 36 month implementation.
2. Develop one interim report at the mid-point.
   a. Outline evaluation findings
   b. Submit to DOL in accordance with DOL regulations.
   c. Meet with College with recommendations for continuous improvement.
      i. Present formative and summative results
      ii. Present conclusions and implications
      iii. Provide recommendations for future research
3. Develop one final report.
   a. Outline evaluation findings
   b. Submit to DOL in accordance with DOL regulations.
   c. Perform comparative analyses between mid-point and completion.
   d. Meet with College to share findings and outcomes
      i. Present formative and summative results
      ii. Present conclusions and implications
      iii. Provide recommendations for future research

Participant Outcomes Assessment

1. Use quasi-experimental design
   a. Feature matched comparison group analysis
   b. Examine participant outcomes and impacts
   c. Include the nine DOL-required outcome measures, which are:
      i. Total unique participants served;
      ii. Total number of participants who have completed a TAACCCT-funded program;
      iii. Total number of participants still retained in their program of study or another TAACCCT-funded program;
      iv. Total number of participants completing credit hours;
      v. Total number of participants earning credentials;
      vi. Total number of participants enrolled in further education after grant-funded program of study completion;
      vii. Total number of participants employed after grant-funded program of study completion;
viii. Total number of participants retained in employment after program of study completion; and
ix. Total number of those participants employed at enrollment (for purposes of this reporting, “incumbent workers”) who receive a wage increase post-enrollment.

2. Produce valid and reliable impact estimates with the potential to be similar to experimental evaluation methods.

3. Assess outcomes associated with the “Fast Track to Success” (TAACCCT Grant) program
   a. Develop a matched comparison group composed of students enrolled in named certificate program prior to TAACCCT funded modifications with those engaged during the grant period. Examples include:
      i. Medical Laboratory Technician
      ii. Health Information Technician
      iii. Medical Assistant
      iv. Nursing
   b. Match treatment groups with a similarly sized comparison group of participants from like programs.
      i. Identify using appropriate statistical matching techniques, i.e. propensity score matching
      ii. Covariates will minimally include:
         1. Age
         2. Gender
         3. Race/Ethnicity
         4. Assessment scores
         5. Level of education
         6. Program of study
         7. Credentials attained

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<tr>
<th>“Treatment” Group</th>
<th>Matched Comparison Group</th>
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<td>Enhanced and streamlined credit-bearing allied health programs (approximately 150)</td>
<td>A statistically similar group of participants in to-be transformed programs (approximately 150 total)</td>
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<tr>
<td>Participation in the Health Career Readiness Program prior to entry into credit-bearing instruction (approximately 200)</td>
<td>A statistically similar group of students in the same credit-bearing programs who did not participate in the Health Career Readiness Program (approximately 200)</td>
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<td>Incumbent worker “top of practice” skills training</td>
<td>Participants in previously-offered community education training for health care workers</td>
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<tr>
<td>Non-credit training for new entrants to the allied health field</td>
<td>Participants in previously-offered entry-level community education training in allied health</td>
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c. Accurately assess causality within the program intervention through the use of a comparison group.
d. Observe the fidelity of the implementation and its impact on the treatment group versus the comparison group.
e. Use observations from the program implementation assessment to inform the design of a valid participant outcome analysis.

Data Sources

1. Review key data identified and collected by the College for use in informing measurement activities within the evaluation.
2. Review existing College reporting protocols to ensure facilitation of measurement for project evaluation. Provide recommendations for improvement if appropriate.
   a. College’s institutional data system currently captures demographic, enrollment, and participation information.
   b. Supplemental data will be collected to accurately capture information from students.
3. Coordinate with Saddleback College in the development of tools and protocols for collecting, matching and aggregating core data across the programs.
4. Collaborate with Saddleback College Research Analyst to design an instrument to collect additional information from participants.
   a. College data files will be maintained by College
   b. Information will be transmitted to Third Party Evaluator for analysis
5. Collect employment and wage data through the Santa Ana Workforce Investment Board.
   a. Match participant outcome data against unemployment insurance wage record data for program participants
   b. Obtain base wage sweep for participants and non-participants using the Job Training Automation system
      i. Select a statistically similar group of non-participants based upon criteria defined in collaboration with the “Fast Track to Success” project team
6. Work with the College to establish formalized data collection activities and review these activities periodically as part of implementing good practice.
7. Coordinate with the College for transmittal of sensitive participant data for program participants and individuals in the comparison groups using a secure data system specified by DOL.
8. Provide input on how to access and manage student data with regard to requirements related to FERPA and UI wage record data (e.g. may require data sharing agreements, informed consent)

Program Implementation Assessment

1. Perform analysis pertaining to the evaluation questions defined in the following table:
### Key Questions

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<th><strong>Program Operations</strong></th>
<th><strong>Methods</strong></th>
<th><strong>Sources</strong></th>
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| How is the particular curriculum selected, used, and/or created? | • Key program staff and employer surveys  
• Document review of key curricula information | • Input from staff and employers describing approaches to curriculum development  
• Relevant curricula materials |
| How are programs and program designs improved or expanded using grant funds? | • Analyze partner survey responses  
• Survey and/or interview program staff | • Partner survey input on perceived program improvements, reflections on program enhancements |
| What delivery methods are offered? | • Key program staff survey  
• Document review, if available | • Input from staff  
• Relevant classroom materials |
| What is the program administrative structure? | • Document review  
• Partner interviews  
• Site visits | • Program documents  
• Input from administrative staff and key partners, observation |
| What support services and other services are offered (including career guidance)? | • Program staff survey  
• Follow up interviews  
• Document review  
• Onsite observation | • Input from staff  
• Relevant marketing materials  
• Tour/observation |
| What assessment methodologies are used? | • Program staff interviews  
• Document/process review | • Assessment goals, procedures, tools and applications |

2. Ensure compliance with the requirements of grant award  
3. Inform and guide continuous improvement of the program during program duration of 36 months and 12 months beyond.

**Schedule.** The Third Party Evaluator Services effort is expected to begin upon Board approval at the January Board meeting and end no later than September 30, 2017.

**Tasks.** The following are the expected tasks and deliverables associated with the Third Party Evaluator Services effort:
1. **Task 1: Project Initiation**

Meet with College project team to develop and finalize a detailed work plan and schedule which at a minimum will establish meeting and presentation schedules, clarify roles and responsibilities of both staff and consultant teams, and include an evaluation methodology, in accordance with grant terms and conditions, appropriate to the programs designed to address top of practice and emerging roles.

**Deliverables:**

a. Meeting notes
b. Final work plan and project schedule
c. Roles and Responsibilities Matrix
d. Evaluation methodology appropriate to top of practice and emerging roles treatment groups

2. **Task 2: Research and Analysis Phase**

Review available background materials and any other relevant information relating to the project including, but not limited to:

- Grant Applications,
- Grant proposal,
- Program Evaluation Plan,
- DOL’s feedback on the program evaluation plan,
- Evaluation tools and resources provided by the DOL and the Urban Institute
- Website Webinar

Meet with staff members most knowledgeable about the Project.

**Deliverables:**

a. Summary of meeting notes with College representatives and key stakeholders
b. Draft and final versions of Research and Analysis findings
c. Roles and Responsibilities Matrix

3. **Task 3: Implementation**

Based upon comments and information received through Task 2, begin work identified under “Services” above.

**Deliverables:**

a. Mid-Point report
b. Final report
c. Presentations to the College staff
South Orange County Community College District  
312D - RFQ&P Third Party Evaluator Services  
November 22, 2013

Note: Scope of work may be modified upon receipt of the DOL response and modifications are expected to be incorporated during Task 1.

INSTRUCTIONS FOR SUBMITTING QUALIFICATIONS AND PROPOSALS

Firms shall submit seven hard copies and one electronic copy. Hard copies shall be formatted on standard 8½ x 11 white paper with each page clearly numbered on the bottom. Each section, 1 – 11 listed below, shall be tabbed. The original copy shall be marked “Original” and must be wet signed by person authorized to bind the firm.

“Qualifying firms must not be 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.”

All submittals shall be in the form and formatted as specified in this RFQ. Submittals which do not include all of the elements as specified, or which deviate from the proposed format and content as specified, may be deemed “non-responsive” by the evaluation committee and eliminated from further consideration.

Statement of Qualifications and Proposals should minimally include the following information:

1. **Cover Letter.** A maximum one-page, dated Introductory Letter must be submitted including the date, legal name of the respondent, address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit the proposal on behalf of the firm.

2. **Table of Contents.** A Table of Contents of the material contained in the proposal should follow the Cover Letter.

3. **Executive Summary.** The Executive Summary should contain an outline of your general plan and a brief summary of approach and qualifications to engage in a professional relationship with South Orange County Community College District. (two page maximum)
   a. **Note:** Exhibit E, the Qualification Matrix, should be completed and placed in this section behind the executive summary. This form will be used as part of the review process.

4. **Experience.** Provide any professional registration, certifications and affiliations for the firm. Describe your experience with Third Party Evaluator Services and more particularly community college projects. Include the scope of work performed with the last five years. Specify which Projects were performed by the personnel recommended for this Work. Provide contact names and phone numbers for each listed project. **Financial Standing:** Provide a current annual report or audited profit and loss statement and the amounts and carriers of both general and professional liability insurance.

   Evidence that the Firm is legally certified to conduct business in the State of California for the services offered and experience with college and university educational facilities and other institutional services.

   The Firm must have an acceptable history of working proactively to avoid litigation. Provide specific information on termination for default, litigation settled or judgments entered within the last five (5) years.
If the Firm utilizes resources from more than one office, indicate office locations and how work would be coordinated. (One page for summary and up to five additional to highlight project specific information if appropriate)

5. Personnel. This section of the proposal should establish the ability of the firm to satisfactorily perform the required services as demonstrated by its representation of staff availability. Information shall further specifically include:
   a. Number of qualified staff
   b. Identification of any services noted in the Agreement(s) not provided in-house
   c. Identification of proposed sub consultants
   d. All personnel assigned to District projects, employees, sub-consultants or subcontractors must:
      i. Possess the minimum qualification to perform the services provided
      ii. Have knowledge and understanding of grant terms and conditions, major services and activities required to perform services provided
      iii. Have a minimum of three years of directly related experience
      iv. Have not entered into a subcontract with any Firms who are ineligible to perform work on a public works project pursuant to Labor Code 17777.1 or 17777.7.
   e. Include resumes of proposed personnel, including any proposed sub-consultants, who would likely be assigned to projects. Provide name and professional qualifications of proposed personnel. Specifically define the role of each person and outline his or her individual experience. Identify any certifications or licenses held. (No more than one page/person)
   f. Firms must provide a statement that all proposed participants will meet or exceed the minimum qualifications specified herein.

6. Services. Define which services will be provided in-house and those for which you will hire consultants. Define the number of years you have worked with each consultant proposed as part of potential project teams. (One page maximum)

7. Additional Data. Provide additional information about the firm as it may relate to this RFQ & P. Include letters of reference or testimonials. Indicate ongoing professional education of staff and total number of permanent employees. DVBE, Small business, small disadvantaged business, minority-owned firms, and small women-owned business participation level. Consortia of small businesses, minority-owned firms, and women’s business enterprises are encouraged, and subcontracts with small businesses, minority-owned firms, and women’s business enterprises are also encouraged. (Include as an appendix if desired)

8. Professional Fees. A Fixed Fee proposal will be based on fully-loaded hourly billing rates for each classification. When providing costs, proposal shall include costs for all required overhead expenses including insurance. Travel cost from the Firm’s place of business including time, overhead and related expenditures shall be incorporated into the unit prices for each line item and are not to be identified as separate costs. Firms are expected to perform services at the rate amount in the fee proposal regardless of the possibility that staff is drawn from a variety of office locations.
Fixed Fees provided in this submittal will be used as the basis for contract negotiations. The final all inclusive rate shall be negotiated after the selection process. Any increases must be approved in writing by the District prior to the performance of service. Agreements will be based on a lump sum basis.

No separate payment will be made for any other costs of performance or out of pocket expenses, including, without limitation, mileage or time required for dispatching personnel to District locations, subsistence, lodging, fuel charge, vehicle use, transmitting reports, administrative charges, or other similar activities necessary for performance of the services except for personnel that are required to perform services at a destination that is more than 50 miles from Saddleback College. If this circumstance occurs, firm shall first obtain written approval and will be reimbursed at the rate for mileage (for such mileage over 50 miles) set forth by the United States Internal Revenue Service and for per diem travel as set forth by the US General Services Administration.

Proposers shall specifically include hourly rates for full time services in their proposals for the following:

- Principal
- Lead – Project Manager/Evaluator
- Associates
- Clerical staff
- Overtime and Weekend Rates for the above.
- Proposer may choose to provide an itemized fee schedule for extra or additional services that are not within Scope of Services.

Identify any constraints or assumptions that affect the proposed fee. Services that are not specifically included in RFQ exhibits may be provided as supplementary information. Be thorough and specific as this will form the basis of any contract negotiations for services.

9. Client References. This section of the proposal permits firms to demonstrate their ability and competence to satisfactorily perform the required services by using similar services recently completed for other clients. Information should be furnished for both the firm and any sub consultants included in the proposal and shall include:
   a. Project name, location and description
   b. Client contact name
   c. Telephone number
   d. Email address

10. Agreement Review. Review and comment on any proposed modifications to the attached draft Agreement(s). Recommend additional work scope if appropriate to allow for improved outcome for the District.

11. Certification. Complete, provide authorized signature, and date the CERTIFICATION - REQUEST FOR QUALIFICATION & PROPOSALS enclosed with this RFQ & P
Responses to the RFQ&P should be complete and be prepared to provide an insightful, straightforward, and 
**concise** overview of the capabilities of your company. **Deviation from the defined content, order and format 
prescribed in this RFQ&P may result a non-responsive evaluation.** Submittals received after the due date and 
time will not be considered or reviewed. The emphasis of your submittal should be on completeness and clarity 
of content.

The District reserves the right to waive any immaterial deviation in a submittal. The decisions to provide a waiver 
shall in no way modify or compromise the overall purpose of the submittal, nor excuse the Firm from full 
compliance with all requirements if awarded an Agreement.

The sample standard agreement (Exhibit B) is not to be included with the Firm’s submittal.

**BASIS OF AWARD**

The selection of the Third Party Evaluator Services will be a two-stage process.

1. The first stage will be based on analysis principally focusing on specific experience and qualifications.
2. The second stage will include short-listed Third Party Evaluator Services invited for an interview to present 
their full understanding of and responsiveness to this RFQ&P and their specific experience and approach.

At the conclusion of the second stage, an Third Party Evaluator Services will be selected on the basis of criteria 
regarding qualifications, experience, demonstrated competence as well as what is in the best interests of the 
District as determined by the committee including consideration of fair and reasonable pricing.

Prior to presenting a recommendation to the Board of Trustees, District staff will engage in contract negotiations 
with selected firm. If negotiations with the first team selected are unsuccessful, negotiations will commence with 
the second team and so on until a contract has been successfully negotiated or SOCCCD rejects all proposals.

**Note:** By virtue of submission, the proposing firm declares that all information provided in the 
Statement of Qualifications is true and correct.
MISCELLANEOUS

1. General information about SOCCCD may be found at [http://www.socccd.edu](http://www.socccd.edu). Recent projects are listed at the “Bids” tab.

2. All submittals shall remain active and valid for ninety days following closing date for receipt. The District reserves the right to negotiate the scope and cost of any submittal.

3. Selection may be made solely on the basis of the submittal review or the selection committee may deem it necessary to interview applicants as part of the selection process.

4. The proceedings of the selection committee are confidential. Members are not to be contacted by the proposers. All communication between proposers and the District shall be through the contact information provided above for submitting RFQ&P materials.

5. All materials submitted in response to this RFQ&P shall become the property of SOCCCD and shall be considered a part of Public Record. The District reserves the option to retain all submittals, whether selected or rejected.

6. Only written changes to the RFQ&P will be valid. Verbal representations will not be binding on either party. Proposers are responsible to monitor the district bid page for addenda information.

7. SOCCCD reserves the right to reject any or all responses to this RFQ&P. Any and all costs incurred in preparing and submitting a response to this RFQ&P is the sole responsibility of the proposer. This request does not constitute an offer of employment or a contract for services.

QUESTIONS FROM POTENTIAL RESPONDENTS

Questions regarding this RFQ&P may be directed to Brandye K. D’Lena, Executive Director of Facilities, Planning & Purchasing, at (949) 582-4678 or via email at bdlena@socccd.edu.

The District may modify the RFQ&P prior to the deadline for submittals by issuance of an electronic addendum on the district bid website. Firms/Individuals (Firm) may confirm an interest in providing a submittal by emailing bdlena@socccd.edu. Acknowledging Firms will receive response email with addenda information if any is provided.
Specific Inclusions

1. Exhibit A: Certification – Request for Qualifications
2. Exhibit B: Sample Agreement for Third Party Evaluator Services.
3. Exhibit C: Sample fee schedule for extra work
4. Exhibit D: Sample Invoice for monthly billings
5. Exhibit E: Third Party Evaluator Services – Qualification Matrix

*Proposals shall be received up to but not later than 2:00 PM, on the date listed in the schedule.*
CERTIFICATION – REQUEST FOR QUALIFICATIONS & PROPOSALS

CERTIFICATION - REQUEST FOR QUALIFICATIONS

The undersigned hereby proposes and agrees to furnish any and all required labor, equipment, material, transportation, insurance, and incidentals necessary to provide quality services pertaining to this solicitation in accordance with the terms and conditions of the RFQ&P; declares that the only persons or parties interested in this submittal as principals are those named herein; that this submittal is made without collusion with any other person, firm or corporation; that the undersigned will contract with SOCCCD to provide these services to the District in the manner prescribed herein.

I certify that I have read the attached Request for Qualifications – Third Party Evaluator Services and the instructions for submitting an RFQ&P. I further certify that I am authorized to bind the Firm noted in this submittal contractually, know that I must provide five copies of the Firm’s submittal in response to this request and that I am authorized to commit the Firm to the submittal.

I acknowledge the following addenda(s) _______________

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AGREEMENT: THIRD PARTY EVALUATOR SERVICES, SADDLEBACK COLLEGE

This AGREEMENT is made and entered into this XXth day of (Month) in the year 2014 between South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as “DISTRICT”, and (Name of Consultant) xxxx Street, xxx, California, xxx, hereinafter referred to as "CONSULTANT";

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;

WHEREAS, DISTRICT is in need of special services and advice and desires to obtain Third Party Evaluator Services, hereinafter referred to as "PROJECT" located at Saddleback College in the DISTRICT; and

WHEREAS, CONSULTANT is fully licensed as required by the State of California, experienced and competent to provide CONSULTANT services in conformity with the laws of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - CONSULTANT’S SERVICES AND RESPONSIBILITIES

1. Basic Services. The CONSULTANT’s services shall consist of those services performed by the CONSULTANT, sub consultants and CONSULTANT’s employees as enumerated in this AGREEMENT.

2. Standard of Care. The CONSULTANT’s services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The CONSULTANT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT the terms hereof and applicable law, code, rule or regulations. CONSULTANT shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services. To the extent practicable and economically feasible, CONSULTANT agrees to incorporate products and services that conserve natural resources, protect the environment, and are energy efficient.

3. Key Individual Assignment. The CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. The CONSULTANT shall designate xxx as a Project Manager, xxx, and as Principal in Charge. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in charge of the Project. Additionally, the CONSULTANT must furnish the name of all other key people in CONSULTANT’s firm that will be associated with the Project. The CONSULTANT shall provide enough qualified personnel to properly perform services required under this AGREEMENT.

4. Replacement of Key Individual. If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT will have 10 working days to remove that person from the Project and replace that person with one acceptable to the DISTRICT. A project manager and all lead or key personnel for any SUBCONSULTANT must also be designated by the CONSULTANT and are subject to all conditions previously stated in this paragraph.
5. **Relationship of CONSULTANT to Other Project Participants.** CONSULTANT’s services hereunder shall be provided in conjunction with contracts between the DISTRICT and others providing services in connection with the PROJECT. The CONSULTANT is responsible for the adequacy, sufficiency and the contents of the PROJECT Documents. The CONSULTANT shall perform its duties in accordance with its contract(s) with the DISTRICT. CONSULTANT shall coordinate all work with DISTRICT consultants as necessary to complete contract requirements.


7. **Clean Air Act.** CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Act as amended (32 U.S.C. 1251 et seq.).


9. **Acceptance of Project Schedule.** The CONSULTANT shall accept the PROJECT schedule for the performance of the CONSULTANT’s services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT’s review. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the CONSULTANT.

**ARTICLE II - SCOPE OF CONSULTANT’S SERVICES**

**Services.** The Third Party Evaluator Consulting services will include:

**Overview**

1. Perform a 48 month evaluation with both formative and summative analysis during the programs 36 month implementation.
2. Develop one interim report at the mid-point.
   a. Outline evaluation findings
   b. Submit to DOL in accordance with DOL regulations.
   c. Meet with College with recommendations for continuous improvement.
      1. Present formative and summative results
      2. Present conclusions and implications
      3. Provide recommendations for future research
3. Develop one final report.
   a. Outline evaluation findings
   b. Submit to DOL in accordance with DOL regulations.
   c. Perform comparative analyses between mid-point and completion.
   d. Meet with College to share findings and outcomes
(1) Present formative and summative results

(2) Present conclusions and implications

(3) Provide recommendations for future research

Participant Outcomes Assessment

1. Use quasi-experimental design
   a. Feature matched comparison group analysis
   b. Examine participant outcomes and impacts
   c. Include the nine DOL-required outcome measures.
      i. Total unique participants served;
      ii. Total number of participants who have completed a TAACCCT-funded program;
      iii. Total number of participants still retained in their program of study or another
           TAACCCT-funded program;
      iv. Total number of participants completing credit hours;
      v. Total number of participants earning credentials;
      vi. Total number of participants enrolled in further education after grant-funded
           program of study completion;
      vii. Total number of participants employed after grant-funded program of study
           completion;
      viii. Total number of participants retained in employment after program of study
           completion; and
      ix. Total number of those participants employed at enrollment (for purposes of
           this reporting, “incumbent workers”) who receive a wage increase post-
           enrollment.
   d. Produce valid and reliable impact estimates with the potential to be similar to experimental
      evaluation methods.

2. Assess outcomes associated with the “Fast Track to Success” (TAACCCT Grant) program
   a. Develop a matched comparison group composed of students enrolled in named certificate
      program prior to TAACCCT funded modifications with those engaged during the grant period.
      Examples include:
      i. Medical Laboratory Technician
      ii. Health Information Technology
      iii. Medical Assistant
      iv. Nursing
   b. Match treatment groups with a similarly sized comparison group of participants from like
      programs.
      i. Identify using appropriate statistical matching techniques, i.e. propensity score matching
      ii. Covariates will minimally include:
          1. Age
          2. Gender
          3. Race/Ethnicity
4. Assessment scores
5. Level of education
6. Program of study
7. Credentials attained

<table>
<thead>
<tr>
<th>“Treatment” Group</th>
<th>Matched Comparison Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enhanced and streamlined credit-bearing allied health</td>
<td>A statistically similar group of participants in to-be transformed programs (approximately 150 total)</td>
</tr>
<tr>
<td>programs (approximately 150)</td>
<td></td>
</tr>
<tr>
<td>Participation in the Health Career Readiness Program</td>
<td>A statistically similar group of students in the same credit-bearing programs who did not participate in the Health Career Readiness Program (approximately 200)</td>
</tr>
<tr>
<td>prior to entry into credit-bearing instruction</td>
<td></td>
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<tr>
<td>(approximately 200)</td>
<td></td>
</tr>
<tr>
<td>Incumbent worker “top of practice” skills training</td>
<td>Participants in previously-offered community education training for health care workers</td>
</tr>
<tr>
<td>Non-credit training for new entrants to the allied health</td>
<td>Participants in previously-offered entry-level community education training in allied health</td>
</tr>
<tr>
<td>field</td>
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</tbody>
</table>

c. Accurately assess causality within the program intervention through the use of a comparison group.
d. Observe the fidelity of the implementation and its impact on the treatment group versus the comparison group.
e. Use observations from the program implementation assessment to inform the design of a valid participant outcome analysis.

Data Sources

1. Review key data identified and collected by the College for use in informing measurement activities within the evaluation.
2. Review existing College reporting protocols to ensure facilitation of measurement for project evaluation. Provide recommendations for improvement if appropriate.
   a. College’s institutional data system currently captures demographic, enrollment, and participation information.
   b. Supplemental data will be collected to accurately capture information from students.
3. Coordinate with Saddleback College in the development of tools and protocols for collecting, matching and aggregating core data across the programs.
4. Collaborate with Saddleback College Research Analyst to design an instrument to collect additional information from participants.
   a. College data files will be maintained by College
   b. Information will be transmitted to Third Party Evaluator for analysis
5. Collect employment and wage data through the Santa Ana Workforce Investment Board.
   a. Match participant outcome data against unemployment insurance wage record data for program participants
   b. Obtain base wage sweep for participants and non-participants using the Job Training Automation system
      i. Select a statistically similar group of non-participants based upon criteria defined in collaboration with the “Fast Track to Success” project team
6. Work with the College to establish formalized data collection activities and review these activities periodically as part of implementing good practice.
7. Coordinate with the College for transmittal of sensitive participant data for program participants and individuals in the comparison groups using a secure data system specified by DOL.
8. Considerations on how to access student data with regard to requirements related to FERPA and UI wage record data (e.g. may require data sharing agreements, informed consent)

Program Implementation Assessment
1. Perform analysis pertaining to the evaluation questions defined in the following table.

<table>
<thead>
<tr>
<th>Key Questions</th>
<th>Methods</th>
<th>Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Program Operations</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>How is the particular curriculum selected, used, and/or created?</td>
<td>• Key program staff and employer surveys</td>
<td>• Input from staff and employers describing approaches to curriculum development</td>
</tr>
<tr>
<td></td>
<td>• Document review of key curricula information</td>
<td>• Relevant curricula materials</td>
</tr>
<tr>
<td>How are programs and program designs improved or expanded using grant funds?</td>
<td>• Analyze partner survey responses</td>
<td>• Partner survey input on perceived program improvements, reflections on program enhancements</td>
</tr>
<tr>
<td></td>
<td>• Survey and/or interview program staff</td>
<td></td>
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<tr>
<td>What delivery methods are</td>
<td>• Key program staff survey</td>
<td>• Input from staff</td>
</tr>
<tr>
<td></td>
<td>• Document review, if available</td>
<td>• Relevant classroom materials</td>
</tr>
<tr>
<td>offered?</td>
<td>What is the program administrative structure?</td>
<td>What support services and other services are offered (including career guidance)?</td>
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<td>----------</td>
<td>---------------------------------------------</td>
<td>---------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>• Document review</td>
<td>• Program staff survey</td>
</tr>
<tr>
<td></td>
<td>• Partner interviews</td>
<td>• Follow up interviews</td>
</tr>
<tr>
<td></td>
<td>• Site visits</td>
<td>• Document review</td>
</tr>
<tr>
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<td></td>
<td>• Onsite observation</td>
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<tr>
<td></td>
<td>• Program documents</td>
<td>• Input from staff</td>
</tr>
<tr>
<td></td>
<td>• Input from administrative staff and key partners, observation</td>
<td>• Relevant marketing materials</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Tour/observation</td>
</tr>
</tbody>
</table>

2. Ensure compliance with the requirements of grant award
3. Inform and guide continuous improvement of the program during program duration of 36 months and 12 months beyond.

**Schedule.** The Third Party Evaluator Services effort is expected to begin upon Board approval at the January Board meeting and end no later than September 30, 2017.

**Tasks.** The following are the expected tasks and deliverables associated with the Third Party Evaluator Services effort:

1. **Task 1: Project Initiation**

   Meet with College project team to develop and finalize a detailed work plan and schedule which at a minimum will establish meeting and presentation schedules, clarify roles and responsibilities of both staff and consultant teams, and include an evaluation methodology, in accordance with grant terms and conditions, appropriate to the programs designed to address top of practice and emerging roles.

   **Deliverables:**
   a) Meeting notes
   b) Final work plan and project schedule
   c) Roles and Responsibilities Matrix
   d) Evaluation methodology appropriate to top of practice and emerging roles treatment groups

2. **Task 2: Research and Analysis Phase**
Review available background materials and any other relevant information relating to the project including, but not limited to:

- S.G.A
- Evaluation Summary Findings
- DOL Requirements
- Website Webinar
- Role of Urban Institute regarding national evaluations

Meet with staff members most knowledgeable about the Project.

Deliverables:
- a) Summary of meeting notes with College representatives and key stakeholders
- b) Draft and final versions of Research and Analysis findings
- c) Roles and Responsibilities Matrix

3. Task 3: Implementation

Based upon comments and information received through Task 2, begin work identified under “Services.” above.

Deliverables:
- a) Mid-Point report
- b) Final report
- c) Presentations to the College staff

Note: Scope of work may be modified upon receipt of the DOL response and modifications are expected to be incorporated during Task 1.

ARTICLE III -ADDITIONAL CONSULTANT'S SERVICES

1. Additional Compensation. The CONSULTANT shall be given additional compensation for the services described in Article III.

2. Notification. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT’s control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be compensated based on attached standard hourly rates. Such services shall include:
   - a. Making material revisions in documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation of such documents.
b. Providing services required because of significant changes in the PROJECT including, but not limited to, size, quality, complexity, or the DISTRICT’s schedule.

c. Providing services in connection with mediation proceedings or legal proceedings except where the CONSULTANT is a party thereto.

ARTICLE IV - RESPONSIBILITY OF THE DISTRICT

1. District Provided Information. The DISTRICT shall provide to the CONSULTANT full information regarding requirements for the PROJECT, including information regarding the DISTRICT’s objectives, schedule, constraints and criteria.

2. District Representative. The DISTRICT shall appoint a representative authorized to act on the DISTRICT's behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall be responsible for examining all documents submitted by the CONSULTANT and shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT.

3. District Notification. The DISTRICT shall give prompt written notice to the CONSULTANT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the construction contract. However, the DISTRICT’s failure or omission to do so shall not relieve the CONSULTANT of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.

4. Prompt Payment. The DISTRICT shall provide prompt PAYMENT for all approved invoices, as provided for in this Agreement.

ARTICLE V: TERM

1. Time is of the Essence. Time is of the essence in the performance of each Party’s obligations under this Agreement, including without limitation CONSULTANT’s performance of the service required hereunder and DISTRICT’s payment of all sums due to CONSULTANT.

2. Term. Services under this Agreement shall be diligently performed by the CONSULTANT for the period from January 28, 2014 to September 30, 2017. This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CONSULTANT actions. Should services be necessary after the expiration of term, they can be provided as Additional Services in accordance with the Billing Rates as provided in Exhibit “A”. Extensions to the duration of the CONSULTANT services shall be addressed as outlined in Article III.

ARTICLE VI - COMPENSATION

The DISTRICT shall compensate the CONSULTANT as follows:

1. Contract Price for Basic Services. The Contract Price for the CONSULTANT’s performance of the Basic Services under this Agreement shall consist of the following lump sum prices:

   a. Task One $ XX,XXX
2. **Price Inclusions.** The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-consultant or subcontractor to the CONSULTANT, travel for personnel to and from District sites, travel required to address Project needs within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura (All CONSULTANT personnel will be considered to originate from the local office- travel from out of town offices to local office will not be considered a reimbursable unless specifically agreed upon in advance between the CONSULTANT and the DISTRICT), insurance and all other overhead/administrative expenses or costs associated with performance of the Basic Services, except for Allowable Reimbursable Expenses described in this Agreement. At no time shall meals be considered a reimbursable expense.

3. **CONSULTANT Monthly Billing Statements.** CONSULTANT shall submit monthly billing invoices to the DISTRICT for payment of the Contract Price for Basic Services, authorized Additional Services, and previously approved and allowable Reimbursable Expenses performed or incurred in the immediately prior month in a format previously approved by the DISTRICT. Previously approved and allowable Reimbursable Expenses shall be itemized and evidence shall be provided of the cost or value of any Allowable Reimbursable Expense costs for which payment is requested by CONSULTANT.

4. **DISTRICT Payment of Contract Price.** Within thirty (30) days of the date of the District’s receipt of CONSULTANT’s billing invoices, DISTRICT will make payment to CONSULTANT of undisputed amounts of the Contract Price due for Basic Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due CONSULTANT hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the Architect or any Contractor.

5. **Withholding Payment.** The DISTRICT may, however, withhold or deduct from amounts otherwise due CONSULTANT hereunder if CONSULTANT shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CONSULTANT has fully cured it failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.

6. **Payment in Full.** This compensation shall be compensation in full for all services performed by the CONSULTANT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the CONSULTANT and DISTRICT in writing as provided for as additional services.

7. **Monthly Payments.** Payments for CONSULTANT services shall be made monthly based on percentage complete of each line item. 100% payment will be made upon DISTRICT acceptance of each phase.
8. **Late payments.** Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the CONSULTANT's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.

9. **Schedule Delay.** To the extent that the time initially established for the completion of CONSULTANT's services is exceeded or extended through no fault of the CONSULTANT, compensation for any services rendered during the additional period of time may be computed as follows: **at standard hourly rates.** See Exhibit (attached with Sample Agreement) or as a fixed fee.

10. **Reimbursable Expenses.** Reimbursable Expenses incurred by the CONSULTANT and CONSULTANT's employees and consultants in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review. The District shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT, except reimbursable expenses that have been pre-approved in writing. Expenses may be invoiced during the monthly pay request at cost plus 10% markup.

   a. Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the CONSULTANT and CONSULTANT's employees and consultants in the interest of the Project.

   b. Reimbursable expenses shall be expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project. CONSULTANT's normal travel expense (including to and from the project) and meals are excluded.

   c. Expense of reproductions, except those needed for the use of the CONSULTANT and his or her consultants or identified specifically as a deliverable, postage and handling of Drawings, Specifications and other documents are reimbursable upon DISTRICT's prior written approval.

   d. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.

   e. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of CONSULTANT's Basic Services will be reimbursed.

   f. For reimbursable expenses, compensation shall be computed at a multiple of one point one (1.1) times the expenses incurred by the CONSULTANT, the CONSULTANT's employees and consultants in the interest of the Project.

      Cost + 10%

   g. For additional services of consultants, compensation shall be computed at a multiple of one point one (1.1) times the amounts billed to the CONSULTANT for such services.

      Cost + 10%
ARTICLE VII - INDEPENDENT CONTRACTOR

CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker’s Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT’s employees.

ARTICLE VIII - MATERIALS / OWNERSHIP OF DOCUMENTS

CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT. CONSULTANT’s services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

1. District Ownership of Documents. The documents prepared by the CONSULTANT for this PROJECT shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316. Such documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. CONSULTANT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the documents prepared or caused to be prepared by the CONSULTANT pursuant to this AGREEMENT.

2. Documentation. The CONSULTANT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, CONSULTANT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The CONSULTANT shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request.

3. Electronic Copy of Documents. The CONSULTANT shall perform the work under this agreement and shall deliver electronic copy of all reports and documentation via CD or DVD in PDF format upon completion of each of the three phases, design, construction, and post construction. If work is terminated prior to completion, a copy of the work completed to date shall be provided to the DISTRICT.

4. Copyright/Trademark/Patent. 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, except CONSULTANT shall distribute copies of his reports to DSA and other parties as required by California Administrative Code, Title 24. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter.
in the name of the DISTRICT. 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

ARTICLE IX - ORIGINALITY OF SERVICES

CONSULTANT agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as a basis for such services.

ARTICLE X - COPYRIGHT/TRADEMARK/PATENT

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 right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. 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.

ARTICLE XI - TERMINATION

1. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.

2. Written Notice. DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONSULTANT’s insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

3. Suspension of Project. The District may suspend this Agreement at any time without penalty by written notice to CONSULTANT of such suspension. The Suspension Notice shall set forth the reason for
the suspension, the anticipated term of the suspension and shall be provided to the CONSULTANT not less than fifteen days prior to the suspension date. If the PROJECT is suspended by the DISTRICT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the CONSULTANT’s compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONSULTANT’s services.

4. **Abandonment of Project.** If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to the abandonment and CONSULTANT may terminate this AGREEMENT by giving not less than 7 days written notice to the DISTRICT.

5. **Non Payment.** The DISTRICT’s failure to make payments to the CONSULTANT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the CONSULTANT.

   In the event the DISTRICT fails to make timely payment, the CONSULTANT may, upon 7 days written notice to the DISTRICT, suspend performance of services under this AGREEMENT. Unless payment in full is received by the CONSULTANT within 7 days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the CONSULTANT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.

6. **Consultant Compensation.** The CONSULTANT shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the CONSULTANT. The DISTRICT shall pay the CONSULTANT only the fee associated with the services provided, since the last billing and up to the notice of termination.

7. **Liability for District Damages.** In the event of termination due to the fault of CONSULTANT, CONSULTANT shall receive compensation due for services satisfactorily rendered prior to the date of termination. The CONSULTANT is liable for all damages suffered by the DISTRICT due to CONSULTANT’s failure to perform as provided in the AGREEMENT.

**ARTICLE XII - HOLD HARMLESS**

CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

1. **Injury.** Any injury to or death of any person(s), or damage to or loss of any property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT’s property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents; and/or
2. **Damages.** Any liability for damages which may arise from the furnishing or use of any copyrighted or un-copyrighted matter or patented or unpatented invention under this AGREEMENT.

**ARTICLE XIII – INDEMNITY AND INSURANCE**

1. **Purchase and Maintain.** CONSULTANT shall purchase and maintain insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT policies of insurance, which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT’s actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

   a. **Workers’ Compensation and Employers Liability Insurance.** CONSULTANT shall purchase and maintain Workers’ Compensation Insurance covering claims under workers’ or workmen’s compensation, disability benefit and other similar employee benefit acts under which CONSULTANT may be liable. CONSULTANT shall purchase and maintain Employer’s Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee’s employment by CONSULTANT. The Employer’s Liability Insurance required of CONSULTANT hereunder may be obtained by CONSULTANT as a separate policy of insurance or as an additional coverage under the Worker’s Compensation Insurance required to be obtained and maintained by CONSULTANT hereunder.

   b. **Comprehensive General and Auto liability.** CONSULTANT shall purchase and maintain Commercial General Liability and Property Insurance as will protect CONSULTANT from the types of claims set forth below which may arise out of or result from CONSULTANT’s services under this Agreement and for which CONSULTANT may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than CONSULTANT’s employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by CONSULTANT, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance of use of a motor vehicle; (v) contractual liability insurance applicable to CONSULTANT’s obligations under this Agreement; and (vi) for completed operations.

Consultant shall purchase and maintain comprehensive general and auto liability insurance with limits of not less than 1,000,000 combined single limit, bodily injury and property damage liability per occurrence, including:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. **personal injury.**

c. **Professional liability insurance.** CONSULTANT shall purchase and maintain professional liability insurance including contractual liability, with limits of 1,000,000. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least 5 years thereafter if available to the professional and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts or assigns any portion of his/her duties, he/she shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph.

d. **Additional Insured.** Each policy of insurance required in (b) above, with the exception of professional liability, shall name DISTRICT, District Board of Trustees, District officers, District agents, District employees, and District Contractors as additional insureds and shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance. Each policy of insurance stated in (a) and (b) above shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy.

2. **State Authorized Insurers.** All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance by the State of California and to the reasonable satisfaction of the DISTRICT. Coverages under each policy of insurance, whether by endorsement or otherwise, shall provide that such policy will not be materially modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

3. **Delivery of Certificates.** Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

**ARTICLE XIV – DISPUTES, MEDIATION AND LITIGATION**

1. **Work to Continue.** In the event of a dispute between the parties as to performance of the work, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONSULTANT agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, CONSULTANT agrees it will neither rescind this Agreement nor stop the progress of the work. The DISTRICT and CONSULTANT agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.
2. **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the Project or to this agreement or the breach thereof shall be first attempted to be resolved through mediation.

**ARTICLE XV - MISCELLANEOUS**

1. **Affirmative Action.** CONSULTANT agrees that CONSULTANT will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

2. **Compliance with Applicable Laws.** 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 agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT’s business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

3. **CONSULTANT Accounting Records.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the CONSULTANT, including, but not limited to the costs of administration of this Agreement, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this agreement. During this time, CONSULTANT shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.

4. **Cumulative Rights; Non Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. 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.

5. **Employment with Public Agency.** CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.

6. **Full Force of Remaining Contract.** 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 hereof will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

7. **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such
county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

8. **Marginal Headings; Captions.** The titles of the various Paragraphs of the Agreement and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CONSULTANT and DISTRICT hereunder.

9. **Non-Assignment.** The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT. The sale or transfer of a majority membership interest in CONSULTANT firm or the admission of new member to the CONSULTANT firm which causes there to be a change in majority ownership and / or control of CONSULTANT firm shall be deemed and assignment for purposes of this Agreement. Nothing contained in this Agreement is intended to make any person or entity who is not a signatory to the Agreement a third party beneficiary of any right created by the Agreement or by operation of law.

10. **Permits/Licenses.** CONSULTANT and all CONSULTANT’s employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

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

12. **Communications.** Communications between the parties shall be sent to the following addresses:

   **DISTRICT**
   Donna Rane-Szostak
   South Orange County Community College District
   Community College District
   28000 Marguerite Parkway
   Mission Viejo, CA 92692

   **CONSULTANT**

13. **Entire Agreement / Amendment.** This AGREEMENT and any exhibits attached hereto represent the entire AGREEMENT between the DISTRICT and CONSULTANT and supersed all prior negotiations, representations or agreements, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

14. **Binding Agreement.** The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.
15.

This AGREEMENT entered into as of the day and year first written above.

DISTRICT

South Orange County Community College District

CONSULTANT

Name

Dr. Debra L. Fitzsimons

Vice Chancellor, Business Services

(Date)

(Printed name)

(Title) ____________________________

(Date)

(Taxpayer number)
### SAMPLE: CRITERIA AND BILLING FOR EXTRA WORK

The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The hourly rates reflected below shall be effective as of the date of execution of this Contract and shall be revised each twelve (12) months; thereafter based upon changes in the Consumer Price Index for the previous twelve month period, using the CPI for the geographical area of the CONSULTANT.

<table>
<thead>
<tr>
<th>CONSULTANT Services</th>
<th>Fee Per Hour</th>
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</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$XXX</td>
</tr>
<tr>
<td>Associate</td>
<td>$XXX</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$XXX</td>
</tr>
<tr>
<td>Special Services: CEO/Principal Consultant</td>
<td>$XXX</td>
</tr>
<tr>
<td>Clerical</td>
<td>$XX</td>
</tr>
</tbody>
</table>
**SAMPLE: TEMPLATE FOR MONTHLY INVOICE**

Invoices for services shall be provided once per month and within 60 calendar days of performance of the services.

Invoice

<table>
<thead>
<tr>
<th>Billing</th>
<th>Percent of Fee</th>
<th>Fee</th>
<th>% Comp</th>
<th>Earned</th>
<th>Previous Billing</th>
<th>Current Billing</th>
<th>Balance Remaining</th>
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</thead>
<tbody>
<tr>
<td>Task I</td>
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<td>XX.00</td>
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<tr>
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<tr>
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</tr>
</tbody>
</table>

**TOTAL CONTRACT AMOUNT**

0.00 0.00 0.00 0.00 XX.00

**Amendment 01**

**REVISED CONTRACT AMOUNT**

0.00 0.00 0.00 0.00 XX.00

**Reimbursable Expenses**

*List reimbursable items*

Total Reimbursable rate at 1.1 times TBD 1.1 TBD

**TOTAL THIS INVOICE**

__________________________________________

Page 35 of 36
RFQ&P - Exhibit E

THIRD PARTY EVALUATOR SERVICES – QUALIFICATION MATRIX

To be forwarded in upcoming addendum