

**REQUEST FOR QUALIFICATIONS AND PROPOSALS, BID NO. 352D, INFORMATION TECHNOLOGY CONSULTANT SERVICES, SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

South Orange County Community College District (SOCCCD) is inviting submittals from qualified firms, partnerships, corporations, associations, or professional organizations to provide a variety of professional Information Technology (IT) Consultant services to SOCCCD for miscellaneous projects that may come up over the next five years.

Evaluation will result in an Agreement expected to provide selected professional services to SOCCCD subsequent to board approval.

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: Jon A. Aasted, Executive Director of Business Services**

Questions regarding this RFQ&P may be directed to Jon A. Aasted, Executive Director of Business Services, (949) 582-4693 or via email at [jaasted@socccd.edu](mailto:jaasted@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 at [www.socccd.edu](http://www.socccd.edu). Firms/Individuals (Firm) may confirm an interest in providing a submittal by emailing Jon A. Aasted, Executive Director of Business Services, [jaasted@socccd.edu](mailto:jaasted@socccd.edu).

Acknowledging Firms will receive a response email with addenda information if any is provided. It will be the responsibility of interested firms to check our District website to confirm they obtain the actual Bid documents.

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

**June 9, 2017, 2:00 P.M.**

## NOTICE CALLING FOR BIDS

**District:** SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**Project:** BID NO. 352D  
RFQ&P for Information Technology Consultant Services,  
South Orange County Community College District

**Bid Deadline:** 2:00 P.M., June 9, 2017

**Mailing Address &  
Place of Bid  
Receipt:** South Orange County Community College District  
Health Sciences Building, 3<sup>rd</sup> Floor, Room HS-357  
Purchasing & Facilities Planning Department  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
Attn: Jon A. Aasted

NOTICE IS HEREBY GIVEN that the South Orange County Community College District, of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "SOCCCD," will receive up to, but not later than, the above-stated time, sealed submittals by qualified firms for consideration for RFP & Q for Information Technology Consultant Services at SOCCCD.

A complete Request for Qualifications and Proposals may be viewed at the Office of the Director of Facilities Planning and Purchasing Department at the above address, telephone (949) 582-4678 and is available on-line at [www.socccd.edu](http://www.socccd.edu) at the Bids link.

The Information Technology Consulting firm shall possess the appropriate business license at the time a proposal is submitted.

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

No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for bid opening.

Jon A. Aasted  
Executive Director,  
Business Services

PUBLISH: OC REGISTER  
May 12, 2017 &  
May 19, 2017

## INTRODUCTION

South Orange County Community College District (SOCCCD) requests qualifications and proposals from experienced Information Technology Consultant Service providers which can supply consulting services including but not limited to project management, database design, business analysis, software development, and quality assurance. The evaluation timeframe is expected to be [X] months with a [month] Board of Trustees recommendation. Selection will result in an Agreement with one or more IT Consultant firms expected to provide selected professional services to the District on an as needed basis over the next five years. Being selected through this process does not guarantee that the firm will be called on to work on any projects.

The District is requesting qualification statements and proposals from Information Technology Consultant Service providers with a proven track record. At a minimum, service providers must have been in this business for three or more years, be able to provide the types of consultants listed in the scope section, and provide professional references.

It is the intent of this Request for Qualifications and Proposals (RFQ&P) to establish the specifications, terms and conditions governing the evaluation process.

## BACKGROUND:

The District consists of two colleges and a developing campus: Saddleback College, Irvine Valley College and the Advanced Technology and Education Park (ATEP).

The SOCCCD District Information Technology (IT) department is engaged in a number of projects in support of the Student Information System (SIS), which is a core mission critical system, providing direct services to students and faculty as well as administrators, managers, and staff at Saddleback College, Irvine Valley College, and the Advanced Technology and Education Park.

In order to support SIS related software projects for the next five years, the District will need periodic consulting assistance in the area of software development and project management to augment the local IT staff.

## 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.

Submittal questions must be in writing and be directed to Jon A. Aasted via email at [jaasted@socccd.edu](mailto:jaasted@socccd.edu) with the subject line indicating “Question(s) for Information Technology 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

RFQ&P - 1 <sup>st</sup> Advertisement	May 12, 2017	
RFQ&P - 2 <sup>nd</sup> Advertisement	May 19, 2017	
Deadline for written questions	June 5, 2017	
Last addendum	June 6, 2017	
<b>Deadline for RFQ&amp;P Submittal</b>	<b>June 9, 2017</b>	
Interviews	June 16-20, 2017	If needed
Contract Negotiation	June 21, 2017	
Board Meeting - Approval	July 17, 2017	
Contract Execution	August 1, 2017	

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

### Overview

SOCCCD is seeking the services of a company that can supply consultants with a mix of software development related skills, according to project needs, over the course of up to five years. The consultants will be embedded onsite with the SOCCCD development team to develop higher education applications in support of students, faculty, and staff. The consultants supplied by the company must

have deep Microsoft .NET development expertise and be able to deliver web based solutions through our secure portal, employing the architecture and technology stack in use at SOCCCD.

Services:

The IT Consultant services are to include the following:

- Must be able to supply consultants with the following skills and experience: project management, software architecture, business analysis, programming, database administration (both DB development and DB administration), testing/QA, software support, release management, mobile development
- Must be able to supply local consultants (no travel expenses) who can work primarily onsite embedded with the SOCCCD development team

Technical Qualifications:

Must be able to supply consultants with the following experience (may vary by individual consultant):

- Must have deep experience with the SOCCCD development stack:
  - Team Foundation Services (TFS)/Visual Studio for Application Lifecycle Management (ALM)
  - .NET framework, ASP.NET 4.0 and higher with C#
  - Microsoft SQL Server for database
  - jQuery
  - WPF for client server using MVVM design pattern
  - MVC, MVP, MVVC design patterns
  - ASP.Net Web API
- Must be experienced with Services Oriented Architecture (SOA).
- Must have deep experience with Agile Scrum software development approach. Experience with Kanban and other Agile methodologies is desirable.
- Must have mobile software development expertise.
- Must have web development expertise. Client server experience (WPF) is desirable.

The vendor should be capable of staffing a mix of the following positions as required:

#### Project Manager

Experienced and proven project manager with at least 7 years' experience managing Information Technology projects. Plans, directs and controls projects of 1,000 work-hours or larger. Capable of serving in the role of a Business Systems Analyst, or working with a team of analysts to define project requirements and drive an appropriate solution design. The Project

Manager role requires a hands-on approach to managing, directing and controlling successful software development projects.

#### Lead Business Systems Analyst

Responsible for maintaining the overall direction and coordination of the requirements gathering efforts for the development process. Develops the templates, approaches and methods used in the analysis and requirements gathering process. Participates in hands-on sessions with end users and organizational stakeholders. Responsible for the work products and quality control of any Business Systems Analysts working beneath them. Familiar with a variety of software development and requirements methodologies. Agile Scrum experience required. Minimum experience of 7 years in a business systems analyst role with a minimum of two years in an oversight role.

#### Business Systems Analyst

Responsible for interviewing users and stakeholders to gather functional requirements of the software system. Participates in hands-on sessions with end users and organizational stakeholders. Familiar with a variety of software development and requirements methodologies. Agile Scrum experience required. Minimum experience of 3 years in a business systems analyst role.

#### Senior Microsoft .NET Technical Lead

Experienced and proven solutions architect and software engineer with at least 10 years experience designing and developing software solutions, and 6 or more years focused on Microsoft .NET technology. Capable of designing software architecture for software solutions, developing architecture components, developing full lifecycle solutions, leading and directing technology teams, mentoring technology teams. Responsible for the successful application of best practices, design patterns, and innovative solutions to each project they touch, the Technical Lead is expected to make well informed technology decisions for the projects. An expert in several software technology disciplines, this team member is also expected to participate in the development of the solution, and to assist other team members to solve difficult problems. Agile Scrum experience required.

#### Senior Microsoft .NET Developer

Experienced and proven software engineer, with 6-10 years' experience designing and developing software and 3-5 years' experience developing Microsoft .NET applications for both Client/Server and web-based solutions. Capable of working independently or in a team to develop strong technology solutions using ASP.NET, WinForms, C#, and Transact-SQL, with a strong understanding of .NET Framework internals. Agile Scrum experience required.

#### Microsoft .NET Developer

Software engineer with 1-3 years' experience in developing web based and client/server applications within the Microsoft development stack. Knowledge of ASP.NET, C#, and their

interactions with HTML and SQL Server for business applications. Agile Scrum experience required.

#### Senior Database Architect

A database architect with at least 10 years' experience developing IT solutions. Capable of modeling enterprise databases, architecting database access and security practices and designing high-availability databases for the enterprise using the SQL Server database. Agile Scrum experience required.

#### Database Architect & Developer

Creates application level functionality for the database elements of the application suite such as stored procedures, views, indexes and triggers. Ensures that the data elements are high performing and can accommodate the needs of the business logic and user interface modules. 5+ years of development experience with Microsoft SQL Server. Agile Scrum experience required.

#### Senior QA Engineer Technical Lead

Responsible for creating, planning and directing the quality assurance effort of the project. Works with the client to determine the needs of the user base and anticipated demands on the system. Creates test harnesses (load and functionality) and staging environments for the project. Oversees the defect tracking and resolution process for the project. Involved in key areas of the QA process in a hands-on role. 7+ years of QA work as a team member. Agile Scrum experience required.

#### Senior QA Engineer

Self-directed in planning, documenting and executing test cases based on direct interaction with software developers, analysts and end-users. Able to create automated tests (load and functionality) as necessary. Able to manually test a software application according to project test plans and test scenarios. Able to perform rigorous exploratory testing (heuristics-based attacks) with little or no direction. Carries out the testing of the application on both a unit and integration level. Reports defects found into the issue tracking system and re-tests as remedies are deployed. 5+ years in a QA role. Agile Scrum experience required.

#### QA Engineer

Carries out the testing of the application on both a unit and integration level. Reports defects found into the issue tracking system and re-tests as remedies are deployed. 3+ years in a QA role. Agile Scrum experience required.

### INSTRUCTIONS FOR SUBMITTING QUALIFICATIONS AND PROPOSALS

Firms shall submit seven hard copies and one electronic copy. Hard copies shall be formatted on standard 8 ½ x 11 white paper with each page clearly numbered on the bottom. Each section, 1 – 12 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&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.**

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. Include tabs for each section identified herein.
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 the District. (two page maximum)
4. **Experience.** Provide any professional registration, certifications and affiliations for the firm. Describe your experience with IT Consultant Services and more particularly community college projects. Include the scope of work performed within 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.

Briefly describe any interface with associated regulatory agencies.

**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 able 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 the required years of experience for the position
    - 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. Firms must provide a statement that all proposed participants will meet or exceed the minimum qualifications specified herein
- 6. Scope of Work.** The Scope of Work provided describes general duties of the consultant; however, the consultant may recommend refinements, suggestions or brief restatements of the scope of work in this section. (Three pages maximum)
- 7. 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)
- 8. Additional Data.** Provide additional information about the firm as it may relate to this RFQ&P. 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). Internships? Other?
- 9. Professional Fees.** Provide with your proposal one copy of an hourly fee schedule for different types of titles/job functions. The evaluation committee will make their recommendation based on qualifications and will then enter contract negotiations including fee based discussions.
- 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.

The final all-inclusive rate shall be negotiated after the evaluation 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 Services 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:

- *These titles are likely to require updating depending on the services required by your specific needs*
- 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
- Include fee schedules for consultants if used

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

**10. 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

This section may also include letters of recommendation or testimonials

**11. 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.

**12. 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 evaluation of the IT Consultant Services **will be a three-stage process.**

The first stage will be based on analysis principally focusing on specific experience, qualifications and costs.

The optional second stage may include, at the option of the evaluation committee, short-listed IT Consultant Services invited for an interview to present their full understanding of, and responsiveness to, this RFQ&P and their specific experience and approach.

The third and final stage is successful contract negotiations.

At the conclusion of the second stage, IT Consultant Services will be selected on the basis of criteria regarding qualifications, experience, demonstrated competence as well as the best interests of the District as determined by the committee, including consideration of fair and reasonable pricing.

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 an agreement 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>. 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 stage one submittal review or the selection committee may deem it necessary to interview applicants as part of the selection process.
4. Evaluation may be made solely on the basis of the submittal review or the evaluation committee may deem it necessary to interview applicants as part of the evaluation process.
5. The proceedings of the evaluation 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.
6. All materials, except financial information, 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 or dispose of all submittals whether selected or rejected.
7. 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.
8. 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.
9. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) and awarded (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

### FURNISHING OF ELECTRONIC CERTIFIED PAYROLL RECORDS TO LABOR COMMISSIONER

- **All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).** The phase-in timetable for this requirement is as follows:

**June 20, 2014 [immediate]:** Any project that was being monitored by the CMU/Labor Commissioner prior to the adoption of SB 854 will continue to be monitored by the Labor Commissioner afterward; and the contractors on those projects must continue to furnish certified payroll records to the Labor Commissioner until the project is complete.

**April 1, 2015:** For all new projects awarded on or after this date, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.

**Anytime:** For projects besides those listed above, the Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records. *The Labor Commissioner anticipates requiring this for green energy school projects that receive Proposition 39 funding.*

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; all addenda will be posted on the bid website and it is the proposers responsibility to ensure they have obtained and reviewed all addenda.

#### **QUESTIONS FROM POTENTIAL RESPONDENTS**

Questions regarding this RFQ&P may be directed to Jon A. Aasted, Director of Business Services, at (949) 582-4693 or via email at [jaasted@socccd.edu](mailto:jaasted@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 [jaasted@socccd.edu](mailto:jaasted@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 Name of Services.**
3. **Exhibit C: Sample Invoice for monthly billings**

***Proposals shall be received up to but not later than 2:00 p.m., June 9th, 2017.***

RFQ&P - Exhibit A

**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 – IT Consultant 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 seven hard copies and one electronic copy 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) \_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Typed or Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Phone**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Email**

**Provide Seal here, if Corporation**

RFQ&P - Exhibit B



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
INDEPENDENT CONTRACTOR / PROFESSIONAL SERVICES AGREEMENT**

**[INSERT GENERAL DESCRIPTION OF AGREEMENT]**

**[INSERT CONTRACTOR'S NAME]**

**[INSERT EFFECTIVE DATES]**

This Independent Contractor / 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 **[INSERT NAME OF CONTRACTOR]** ("Contractor"), a **[INSERT TYPE OF ENTITY/JURISDICTION OR IF AN INDIVIDUAL INSERT "INDIVIDUAL RESIDING IN THE STATE OF" AND INSERT STATE OF RESIDENCE]**. District and Contractor are also referred to collectively as the "Parties" and individually as "Party."

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

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

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

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

1. Scope of Service. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession. Services to be provided by Contractor ("Work"): **[INSERT SCOPE OF SERVICE]**. Contractor agrees and understands that District does not and will not take any responsibility for the storage, archiving or distribution of Contractor's instructional materials, textbooks, etc., and/or other supplies related to this program.

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

3. Payment.

A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed **[INSERT DOLLAR AMOUNT SPELLED OUT] Dollars (\$[INSERT NUMERICAL DOLLAR AMOUNT])** ("Contract Amount").

- B. For Reimbursement of Expenses. Unless otherwise agreed upon by District in writing or specifically provided in this Agreement, Contractor shall assume and pay, at Contractor's sole expense, all costs and expenses incurred by Contractor in performing the Work under this Agreement ("Expenses").
- C. Method and Schedule of Payment. District shall pay to Contractor the Contract Amount pursuant to invoice from Contractor in accordance with this Agreement.
- i. Invoice. Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, **if applicable, District-authorized Expenses** incurred during the billing period. All **District-authorized Expenses** shall be documented **with original receipts** and shall be **pre-approved in writing by District**, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District, and Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District's Contract and Procurement Services Department.

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

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

6. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of District. Contractor, understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full

responsibility his/her acts and/or liabilities including those of his/her employees or agents as they relate to the Work to be provided under this Agreement. Contractor shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Contractor and Contractor's employees. Contractor should be aware the IRS regulations require District to report total income exceeding six hundred dollars (\$600) under this and any additional Agreements in any given year. The District will not withhold taxes, unemployment insurance or social security for Contractor or Contractor's employees or independent subcontractors. Contractor agrees to indemnify and hold District harmless from and against any and all liability arising from any failure or alleged failure of Contractor to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Contractor's employees.

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

8. Public Retirement System Retirees. Contractor must disclose to District if Contractor 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 Contractor has retired from CalSTRS and hours worked limitations if Contractor has retired from CalPERS. If Contractor has retired from either CalSTRS or CalPERS, Contractor 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).

CalSTRS or CalPERS: \_\_\_\_\_ Agency Retired From: \_\_\_\_\_ Retirement Date:  
\_\_\_\_\_

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

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

11. Originality of Services.

- a. Matters Produced Under this Agreement. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

- b. Contractor Use of Other Copyright/Trademark/Patent Materials. Contractor is responsible for arranging and paying for all rights and copyrights necessary and for all costs arising from the use of any material covered by copyright, patent, trademark or franchise. Contractor agrees to indemnify, defend and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.

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

13. Indemnification. Contractor agrees to defend, hold harmless and indemnify District, its parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, costs, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by Contractor, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability and shall survive the termination of this Agreement.

14. Insurance. Contractor agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverages from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury (including, but not limited to, injuries sustained as a result of an offense directly or indirectly related to Contractor employee or Contractor third-party representative including assault or abuse, sexual or otherwise), broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000); and (vi) Cyber Liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) for each occurrence and an annual aggregate of One Million Dollars (\$1,000,000) covering claims involving privacy violations, damage to or destruction of electronic information, information theft, any release of private information, alteration of electronic information, extortion and network security, and coverage needs to include remediation costs for expenses incurred relating to notification expenses, call centers, Information Technology forensics, and Public Relations support following an incident or breach.

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

15. Transportation. Contractor hereby acknowledges and understands that it is his/her responsibility to arrange for transportation to provide all Work necessary and/or required by this Agreement and is solely responsible for all associated costs. The District is in no way responsible for, nor does District assume any liability for, any injury or loss

which may result from Contractor's transportation for which the Contractor shall indemnify the District in accordance with Section 13 above.

16. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

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

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

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

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

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

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

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

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

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

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

District: South Orange County Community College District  
Attn: Dr. Debra Fitzsimons - Vice Chancellor, Business Services  
28000 Marguerite Parkway  
Mission Viejo, CA 92692-3635  
Phone: (949) 582-4680  
E-mail: dfitzsimons@socccd.edu

Contractor: **[INSERT CONTRACTOR'S NAME]**  
**Attn: [IF BUSINESS INSERT CONTRACT PERSON'S NAME]**  
**[INSERT ADDRESS]**  
**[INSERT CITY, STATE, ZIP]**  
**Phone: [INSERT PHONE NUMBER]**  
**Email: [INSERT EMAIL ADDRESS]**

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

27. 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.

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

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

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

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

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

33. 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.

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

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

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

- a. By executing this contractual instrument, Contractor agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98) (see Appendix 15).
- b. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
  - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility;
  - 3) Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.2) above, of this certification;
  - 4) Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;
  - 5) Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
  - 6) Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, Parties hereby agree.

CONTRACTOR

SOUTH ORANGE COUNTY COMMUNITY COLLEGE  
DISTRICT

BY:

BY:

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

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

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Date

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District's Board of Trustee's

\_\_\_\_\_  
Approval/Ratification Date :

\_\_\_\_\_  
District Initiating Department

\_\_\_\_\_  
**[INSERT DISTRICT INITIATING DEPARTMENT]**

\_\_\_\_\_  
District Contact Name

\_\_\_\_\_  
**[INSERT DISTRICT CONTACT NAME]**

\_\_\_\_\_  
District Contact Phone  
Number

\_\_\_\_\_  
**[INSERT DISTRICT CONTACT PHONE NUMBER]**

\_\_\_\_\_  
Funding Source (G/L  
Account)

\_\_\_\_\_  
**[INSERT G/L ACCOUNT]**

