



**RFQ #2223-06,
REQUEST FOR QUALIFICATIONS (RFQ)
FOR
MARKETING SERVICES**

RFQ Due Date

October 6, 2022 @ 2:00 p.m.

**NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
1830 W. ROMNEYA DRIVE, ANAHEIM, CA 92801-1819**

**Request for Qualifications (RFQ) for Marketing Services for
Inclusion in a District Pool for a Three (3) / Five (5) Year Period**

1.00 INTRODUCTION

1.01 Purpose of RFQ

The North Orange County Community College District (“District”) is inviting submittals of Statements of Qualifications (“SOQs”) from interested and qualified Marketing Firms (“Consultants”) to provide comprehensive Marketing services (“Services”) for various projects at the District including, but not limited to: marketing, promotion, communications, creative services, and promotion of its Career Technical Education (CTE) programs and academic programs of study at its three campuses. This RFQ seeks to prequalify Consultants that demonstrate the highest level of experience and capability to provide marketing services.

Selection will result in a pool of qualified Marketing Service Providers (“Marketing Services Pool” or “Pool”) expected to provide comprehensive services to the District on an as-needed basis over the next three (3) years with an option to extend the pool for up to 2 additional years. **All existing prequalified firms and interested firms are required to submit a response to this RFQ** to be considered and shall review the “Instructions for Submitting an SOQ” section for instructions. This document outlines the requirements, selection process, and documentation necessary to submit qualifications in response to this solicitation.

The District may modify the RFQ prior to the deadline for submittals by the issuance of an electronic addendum on the District’s website (www.nocccd.edu). Acknowledging Consultants will receive a response via email with the addenda information if any is provided. Consultants must respond to acknowledge of receipt of the addenda, via email, within three (3) business days to continue on with the selection process after receipt.

Selection of the Pool of Marketing Services Firms will be performed by the District evaluation committee (“Committee” or “Selection Committee”). If the District determines it to be in their best interest, interviews may be arranged as part of the selection process.

Following the identification of qualified Consultants selected for the Pool, the District may request a project-specific Request for Proposal (“RFP”) on an as-needed basis from the Marketing Services Pool. An Agreement will be awarded to the Consultant(s) which, in the judgment of the District, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee. Notice to Proceed on Project work is typically immediately upon receipt from the Consultant, a fully executed Agreement, and submittals of required documentation as approved by the District.

The District reserves the right to request proposals from outside of the Pool of services at any time. The District reserves the right to request a scope of work and fee proposal from one or more of the Consultants in the Pool and may choose to award a project to any of the Consultants at its sole discretion.

2.00 GENERAL INSTRUCTIONS (Consultants should carefully read and follow all directions in this RFQ)

2.01 Standard District Documents, Forms, and Additional Information

The following documents are a part of this RFQ. Consultants are advised to ensure that they have the most recent documents. The following documents are attached to the RFQ as detailed below:

Attachments:

- A. Billing Rates Form;
- B. Drug-Free Workplace Certification;
- C. Non-Collusion Affidavit;
- D. Consultant Declaration

2.02 No Commitment to Award / Non-Binding

Issuance of this RFQ and receipt of SOQs does not commit the District to award an Agreement. This RFQ and/or the interview process shall in no way be deemed to create a binding contract or Agreement of any kind between the District and the Consultants. **The selection of a Firm to participate in the Pool of prequalified consultants does not guarantee the award of an Agreement.**

2.03 Irregularities

The District reserves the right to reject any or all applicants, incomplete packets, and non-responsive applicants and to waive any irregularities or informalities in the RFQ. The decisions to provide a waiver shall in no way modify or compromise the overall purpose of the SOQ nor excuse the Consultant from full compliance with all requirements if awarded an Agreement.

The District reserves the right to reject any or all proposals, to alter the selection process in any way, or to postpone the selection process for its own convenience at any time. The district is an equal-opportunity employer.

2.04 Rejection of SOQs

The District may reject any or all SOQs and may waive any immaterial deviation in an SOQ. The District's waiver of an immaterial defect shall in no way modify the RFQ documents or excuse the Consultant from full compliance with the specifications if awarded the contract.

2.05 Disposition of the SOQs

SOQs become the property of the District. The information contained in all SOQs shall be held confidential to the extent permitted by law. All materials, ideas, and formats submitted in response to this SOQ will become the property of the District upon receipt and may be returned only at the District's option.

2.06 Cancellation

While the District intends to include all prequalified successful Consultants, this solicitation does not obligate the District to enter into any agreement or contract. The District reserves the right to cancel this RFQ at any time in the best interest of the District. No obligation, either expressed or implied, exists on the part of the

District to make an award or to pay any costs incurred in the preparation or submission of a proposal in response to this RFQ.

2.07 Modifications

The District expressly reserves the right to modify any portion of this RFQ prior to the latest date/time for submission of RFQ responses. Modifications, if any, made by the District to the RFQ will be in writing; potential Consultants who have obtained this RFQ from the District prior to any such modifications will be issued modifications to the RFQ by written addenda.

2.08 Exceptions / Deviations

Any exceptions to or deviations from the requirements set forth in this RFQ must be declared in the submission by the Consultant. Such exceptions or deviations must be segregated as a separate element of the SOQ under the heading "Exceptions and Deviations." If you wish to present alternative approaches to meet the District's work requirements, these should be thoroughly explained.

3.00 SCOPE OF SERVICES

The Scope of Services may vary for each individual project, but generally, it is intended to include any of the Services, as further described below. Consultants are eligible to pre-qualify in one or more service categories. The District reserves the right to add or delete the categories as it deems necessary.

Consultants may assist the District in the following Marketing Services, which may include but are not limited to:

3.01 Marketing Services

- A. Radio Advertising
- B. Television Advertising
- C. Streaming Advertising
- D. Email Advertising
- E. Display Advertising
- F. Search retargeting
- G. Google AdWords
- H. Social Media
- I. Over the Top Advertising
- J. Mobile Advertising
- K. Geofencing and Geotargeting
- L. Market Research

3.02 Creative Services

- A. Copywriting
- B. Graphic Design
- C. Photography
- D. Multimedia production

- E. Brochures
- F. Branding
- G. Video creation

3.03 Analytics and reporting services

- A. Research
- B. Baseline Awareness
- C. Student Media Preferences

3.04 Marketing Campaigns

- A. Marketing campaigns for enrollment
- B. Marketing campaigns for career education programs
- C. Special events promotion
- D. Grant-funded marketing campaigns
- E. Media buys

3.05 Additional marketing services

- A. Website management
- B. Media relations
- C. Focus groups

4.00 SOQ SUBMITTAL

All SOQs shall be considered, subject to acceptance by the District, and may not be withdrawn for a period of 120 calendar days following the last day to accept SOQs. SOQs may not be amended after the due date, except by the consent of the District. **Faxed SOQs will not be accepted.** SOQs may be withdrawn at any time before the deadline by written request from the person who can legally bind the Consultant and the signor of the SOQ.

4.01 Selection Process Schedule

The District reserves the right to change and/or modify the schedule. This is a proposed schedule that is subject to change. Any changes to the schedule for the RFQ/SOQ process will be issued to all Consultants via addendum.

Scheduled Activities	Dates
RFQ Issued	9/6/2022
Last day to submit RFQ questions	9/20/2022 @ 5:00 p.m. via email jho@noccdd.edu
Last day to respond to RFQ questions	9/23/2022 @ 5:00 p.m. via addendum
SOQ due. All late submittals will be automatically disqualified	10/6/2022 @ 5:00 p.m. to jho@noccdd.edu
SOQs reviews by Selection Committee to be placed in the District Pool.	TBD

Information to the Board of Trustees.	TBD
Selected Consultants informed.	TBD

4.02 **Submission of SOQs**

SOQs must be sent via email in accordance with Section 7.00, to the District's representative below at or before the time and date in the Selection Process Schedule.

Name: Jenney Ho
 Title: District Director, Purchasing
 E-Mail: jho@nocccd.edu

4.03 **Responsibility for Timely Submission of SOQs**

It is the Consultant's responsibility to ensure submittals are received on or before the deadline. Late SOQs may be returned to the Consultant or discarded without evaluation and the Consultant will be disqualified. It is the practice of the District not to consider late submittals. The District shall not be responsible for, nor accept as a valid excuse, a late submittal.

4.04 **Consultant's Cost**

Each Consultant acknowledges and agrees that the preparation of all materials for submittal to the District and all presentations, related costs and travel expenses are at the Consultant's sole expense, and the District is not, under any circumstances, responsible for any cost or expense incurred by the Consultant. Consultants shall not include any such expenses as part of their SOQs.

5.00 **QUESTIONS FROM CONSULTANTS**

5.01 **Clarifications and Questions from Consultants**

All communications regarding this RFQ including requests for information or clarification of the intent or content of this RFQ must be received by the District's Purchasing Office, in writing via email to Jenney Ho, District Director, Purchasing jho@nocccd.edu no later than the date set for submitting questions stated in the Selection Process Schedule. Only the District Director, Purchasing is authorized to answer questions relative to this RFQ. Information obtained verbally from any other source has no authority, may not be relied upon, and shall have no standing in any event that may occur.

Responses to the written questions received by the deadline will be incorporated in an addendum and available on the District's website (www.nocccd.edu) on or before the date fixed for issuing addenda as stated in the Selection Process Schedule. **All Consultants shall be responsible to ensure that all addenda have been reviewed by checking the District's website.**

Failure of Consultant to acknowledge receipt of any addenda shall not relieve the Consultant from any obligation therein. Consultant should acknowledge

any and all e-mails sent by the District regarding this RFQ by replying to the e-mail sender that the e-mail was received.

The District shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed.

Consultants shall not contact any District employee or official (including any Board members) regarding this RFQ other than the District Director, Purchasing. Contacting District staff or officials (including Board members) regarding this RFQ will result in disqualification. This will assure that all Consultants receive the same information in a timely manner.

6.00 INSTRUCTIONS FOR SUBMITTING SOQ

The SOQ should be well organized and as concise and complete as possible while still providing the requested information. Consultants shall submit a SOQ in accordance with the following instructions:

- A. All materials submitted as part of a SOQ in response to the RFQ shall be on 8-1/2" x 11" with each page clearly numbered on the bottom.
- B. Submit via email as one (1) digital file, PDF format with bookmarks, to the District's representative at or before the time and date included in the Selection Process Schedule.
- C. SOQs should be typed, minimum size font is ten (10), and should not include any unnecessarily elaborate or promotion material. Lengthy narrative is discouraged; SOQs should be brief and concise. The form, content, and sequence of the submittals should follow the outline listed in this RFQ.
- D. The SOQ shall not exceed 20 pages, excludes Transmittal Letter, Cover Page, Table of Contents, separating Tabs, items under Additional Materials section, Appendices, and District required forms. Non-responsive SOQs will be automatically disqualified. Additional time will NOT be given to provide missing information. For Consultants applying for two (2) or more service categories, the SOQ shall not exceed 30 pages.
- E. **Added Materials:** Consultants are not prohibited, but are discouraged, from submitting additional materials, not required in the RFQ Contents/Format. However, if a Consultant elects to submit additional materials, this documentation should be separately bound from the information requested and labeled "Additional Information". The Committee may choose to review the additional material but will not be required to do so.

The District reserves the right to reject any or all applicants, incomplete packets, non-responsive applicants, and to waive any irregularities or informalities in the RFQ process. The decisions to provide a waiver shall in no way modify or compromise the overall purpose of the SOQ, nor excuse the Consultant from full compliance with all requirements if awarded an Agreement. District is an equal opportunity employer.

7.0 CONTENTS OF SOQ - REQUIRED INFORMATION

The SOQ shall provide a comprehensive, but concise summary of qualifications and capabilities to satisfy the requirements of the RFQ. Provide the following information, **in the order listed below, and bookmarked with matching titles** in your SOQ. Provide concise and complete responses; non-requested information and lengthy responses are discouraged. If all information is not provided, the SOQ may not be considered. The Committee may, at its discretion, call the contacts provided or others as may become known for reference checks.

1. Cover Letter

A cover letter of transmittal containing the following, maximum two (2) pages:

- A. Identification of the Firm including name, mailing address, e-mail address, and telephone number;
- B. The Firm's Federal Employer Identification Number
- C. Reference to the RFQ and confirms that all elements of the RFQ have been read and understood;
- D. Acknowledgement that Consultant has reviewed each and every addendum associated with this RFQ;
- E. Name, title, address and telephone number of contact person during period of SOQ evaluation;
- F. Include number of years in business, whether or not the Firm has gone by a different name while under substantially the same management, and a list of your senior member(s)' length of association with your Firm.
- G. Identification of any information contained in the SOQ which the Consultant deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others under the state Public Records Act (a blanket statement that all contents of the submittal are confidential or propriety will not be honored by the District); and
- H. Electronic signature on the SOQ of a person authorized to bind the Firm to the terms of the submitted SOQ.
- I. Please indicate if the firm is a small, minority, women and or disabled veteran business enterprise by providing a copy of the current certification

2. Table of Contents

Table of Contents for material included in the SOQ.

3. Firm Services

List of services broken down by the following categories:

- A. Marketing Services
- B. Creative Services
- C. Analytics and Reporting Services
- D. Marketing Campaigns
- E. Additional Marketing Services

4. Firm's Experience

Provide the Firm's experience relative to the District's needs:

- A. Please provide a summary of the Firm's experience corresponding to the Marketing services proposed in this RFQ
- B. Illustrate the ways services provided by your firm will accomplish the Marketing needs of the District
- C. Describe the Firm's experience working with Community Colleges and the background of employees assigned to those assignments.
- D. Name and state the number of local government/higher education institution clients served in the past three years.
- E. Describe any unique services provided by the firm not listed in the Scope of Services. Please provide pricing for these services.
- F. Submit a list of links to similar marketing campaigns or projects for Community Colleges or higher education institutions in the last (3) years.

5. Personnel

This section of the SOQ should establish the ability of the Consultant to satisfactorily perform the required services as demonstrated by its representation of staff availability for future projects and the ability to manage backlog of current services. Information shall further specifically include:

- A. List your Firm's professional and support positions including the number of personnel in each position.
- B. Provide an organization chart of your Firm of all personnel who may be committed to as-needed District projects ("Project Team"). Specifically define the role of each person and outline his or her individual experience as well as any professional qualifications. The Project Team and professional subconsultants assigned to District projects must:
 - 1. Possess the minimum qualification to perform the services provided.
- C. Consultants must provide a statement that all proposed participants will meet or exceed the minimum qualifications specified herein.
- D. Provide location and address of office where the Project team members will complete the design and management of the Project. If your Firm utilizes resources from more than one office, indicate office locations and how work would be coordinated.
- E. Provide three (3) client contacts with contact's name, title, email address, and phone number with whom the Firm has worked with; include a brief description and scope of work of the Project associated with the client contact.
- F. Provide copies of any professional license(s), certifications, and affiliations for your Firm. Include as "**Appendix A**" labeled "**Licenses and Certifications – Firm Personnel**". Appendix B will not count towards the 20-page maximum limit. Do not add marketing materials or elaborate in this appendix. Keep this section strictly for what is requested. **PLEASE NOTE:** licensed professional in general responsible charge **MUST** be directly employed by the responding Consultant and **NOT** employed as a subconsultant.
- G. Provide resumes, in the appendices as noted below. Maximum one (1) page per person, which will not count towards the maximum page count. Resumes should include specific information as to their experience on California State-funded and/or non-state funded community college projects. Out of state experience may not be considered as experience for the District's needs. Do not add marketing material or elaborate in these appendices. Keep it strictly for what is requested.

1. Proposed Project Team, from your Firm only, who would likely be assigned to the District's projects. Resumes should be placed as part of "**Appendix B**" labeled "**Resumes – Firm Personnel**".
2. Proposed professional subconsultants who would likely be assigned to the District's projects. Resumes should be placed as part of "**Appendix C**" labeled "**Resumes – Professional Subconsultants**".

6. Billing Rates

Provide billing rates for all personnel and categories of employees as well proposed professional subconsultants utilizing the District's Billing Rate form, **Attachment D**. Include as "**Appendix D**" labeled "**Billing Rates**".

Billing rates shall be **all-inclusive** and include/account for all direct labor costs, fringe benefits, travel, insurance, overhead, profit, and all other expenses the Consultant will incur in providing Services. If applicable, Consultant's SOQ should provide estimates for certain standardized components of the Services.

The rates included in Consultant's SOQ shall be valid and not increased throughout the three (3) or five (5) year duration for the District Pool and will be used as the basis for negotiations. The District intends to solicit specific project pricing from prequalified Consultants as required, and proposed fees shall utilize the Consultant's billing rates included in their SOQ response.

7. Insurance

The District requires the minimum limits of insurances for consultant and sub-consultants as listed below. All such insurance shall be on an occurrence basis and should name the District as additional insured. Policies shall have a non-renewal or cancellation clause of not less than thirty (30) days.

- Commercial General Liability Insurance (CGL) with a combined single limit of not less than One Million Dollars (\$1,000,000) each occurrence / Three Million Dollars (\$3,000,000) in the annual aggregate. Umbrella policies will not be accepted to substitute for the insurance requirement;
- Commercial Automobile Liability Insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) each accident and Three Million Dollars (\$3,000,000) aggregate. Umbrella policies will not be accepted to substitute for the insurance requirement;
- Professional Liability (Errors & Omissions) Insurance with a limit not less than One Million Dollars (\$1,000,000) each occurrence / Three Million Dollars (\$3,000,000) in the annual aggregate. Umbrella policies will not be accepted to substitute for the insurance requirement;
- Workers' Compensation Insurance as required by the state of CA with a minimum of One Million Dollars (\$1,000,000).

Include the following responses in the SOQ:

- A. A statement of understanding of the District's insurance requirements including a statement that the Consultant is able to meet those requirements if a contract is offered to the Consultant.
- B. Deductible on each insurance policy above.

- C. Confirmation that the insurance carrier(s) has a Best Key Rating Guide of “A” or better as a California admitted insurer.
- D. Number of years with the insurance carrier(s).
- E. Claims made on any policy of insurance held by the organization. Include detailed explanations of the nature and type(s) of claims, whether the claim has been resolved, and the terms of the resolution.

8. Litigation

List any judgments and any other evidence of liability by the Consultant or any of its current or former members (proposed in this SOQ) during the past five (5) years preceding response to this RFQ. Explain the circumstances and outcome of any litigation, arbitration, or claims filed against your company by a public agency client or any of the same you have filed against a public agency client. Explain the circumstances and outcome of any litigation, arbitration, or claims filed against your company by any client other than a public agency client or any of the same you had filed.

If your Firm does not have any litigation, SOQ should state there are no litigation issues that need to be included. This information will not be made public, but will be kept confidential by the District. Omission of this requirement is an automatic disqualification.

9. Affidavits and Certification Forms

As evidence of conformance to the District's policies, District Forms included with this RFQ must be completed and included as “**Appendix E**” labeled “**Affidavits and Certification Forms**” to your SOQ:

- Drug-Free Workplace Certification (**Attachment B**);
- Non-Collusion Affidavit (**Attachment C**); and
- Consultant Declaration (**Attachment D**).

If your Firm does not comply with one (1) or more of District's policies, declare this and explain the reasons.

8.00 SELECTION CRITERIA

Although not necessarily exhaustive of the criteria to be utilized, the District intends to use the following evaluation criteria in selecting the Pool:

- Responsiveness to the RFQ: SOQ was clear, concise, and responsive.
- Firm Information: complete information regarding firm location, ownership, etc.).
- Firm Services: demonstrates services offered are in alignment with District's need.
- Firm Experience / Approach / Methodology: outlines firm methodology, evidence of ability to prioritize project and begin job in a timely fashion, able to address appropriately and differentiate aesthetics and functionality objectives of projects, proven experience in accuracy of firm's cost estimates, demonstrates adequate and relevant experience, community college and/or K-12 school district experience, proven experience in meeting schedules and deadlines.
- Budgets/Cost Estimates: proven experience in accuracy of firm's cost estimates and ability to maintain project budgets.
- Personnel and Sub-Consultants: evaluate team member experience, relevancy for project and scope, totality of team members including sub-consultants identified

to work on project, has provided all team member resumes with appropriate information, project experience noted, qualifications noted.

- Billing Rates: has provided billing rates for team members and sub-consultants, has competitive rates in comparison to others, completed the Billing Rate Form.
- Insurance: demonstrated compliance with District insurance requirements.
- Forms: completed required forms including, but not limited to Non-Collusion Affidavit Form, Drug-Free Workplace Certification, and Consultant Declaration.
- Client Reference Checks: satisfaction of prior/current clients, professional reputation of the firm, past experience working with District (if deemed necessary to verify).

9.00 NOTIFICATION OF FIRMS & DEBRIEFING

At the conclusion of the selection process and pursuant to the Selection Process Schedule above, each Consultant will be notified as to whether or not it has been selected for inclusion in the District's Pool. The District does not conduct formal or informal post-selection debriefing with proposers.

10.00 PUBLIC RECORDS

Except for materials deemed Trade Secrets (as defined in California Civil Code §3426.1) and materials specifically marked "Confidential" or "Proprietary," all materials submitted in response to this RFQ are deemed property of the District and public records upon submission to the District. The foregoing notwithstanding, the District may reject for non-responsiveness the RFQ Response of a Consultant who indiscriminately notes that its RFQ Response or portions thereof are "Trade Secret," "Confidential" or "Proprietary" and exempt from disclosure as a public record.

The District is not liable or responsible for the disclosure of RFQ Responses, or portions thereof, deemed to be public records, including those exempt from disclosure if disclosure is required by operation of law, or by an order of a court of competent jurisdiction, which occurs through inadvertence, mistake or negligence on the part of the District or its agents or representatives.

If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of an RFQ Response deemed exempt from disclosure hereunder, by submitting a response to this RFQ, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability including, without limitation, attorney's fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense of the District in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

END OF REQUEST FOR QUALIFICATIONS

Firm Name: _____

Do rates include travel charges? ☐ Yes ☐ No

[illegible]

Attachment B – DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) Establishing a drug free awareness program to inform employees about all of the following:

- 1) The dangers of drug abuse in the workplace;
- 2) The person's or organization's policy of maintaining a drug-free workplace;
- 3) The availability of drug counseling, rehabilitation and employee-assistance programs; and
- 4) The penalties that may be imposed upon employees for drug abuse violations; and

c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false Certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

NAME OF CONSULTANT

Signature

Print Name

Title

Date

Attachment C – NON-COLLUSION AFFIDAVIT

_____, being first duly sworn, deposes and says that he or she is of the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham bid, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature & Date

Printed Name & Title

Attachment D – CONSULTANT DECLARATION

Service Categories Prequalifying for: _____

Consultant (legal name of entity): _____

Address: _____

Phone: _____

Email: _____

Type of Firm: Individual ☐ Corporation ☐ Partnership ☐ Other (Specify) ☐

Tax I.D. No.: _____ Date of Business Formed: _____

Date Incorporated (if applicable): _____ State of Incorporation: _____

OWNERS, OFFICERS AND PRINCIPALS			
Name	Years with Firm	Position	% of Ownership

Consultant has attached a Certificate of Insurance demonstrating a valid insurance policy with policy limit of at least \$1,000,000 per occurrence and \$3,000,000 aggregate or has attached a letter from their insurer that such policy limits will be secured in the event that the Consultant is awarded a project.

YES _____ NO _____

Consultant has attached verification of a current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant Labor Code Section 3700 et. seq.

YES _____ NO _____

If answering 'yes' to any of the below listed questions, explain on a separate signed page

Has there been any change in the control of the firm in the last five years?

YES _____ NO _____

Have you/the Firm declared bankruptcy or been placed in receivership within the past ten years?

YES _____ NO _____

Are any of the Firm's owners, officers, and/or principals connected with any other companies as subsidiary, parent, or affiliate?

YES _____ NO _____

Has the Firm been involved in any litigation, arbitration, claim, or dispute of any kind with a public agency in the past ten years?

YES _____ NO _____

Has the Firm or any owner, officer or principal of the Firm ever been found guilty of violating any federal, state or local law, rule or regulation regarding a contract?

YES _____ NO _____

Has the Firm ever failed to complete a contract within the authorized contract time?

YES _____ NO _____

Has the Firm received any notices threatening termination?

YES _____ NO _____