



**RFQ&P # 1718-16**

**FOR CTE BRANDING, ONLINE  
OPTIMIZATION AND PROMOTION  
CONSULTING**

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**RFQ&P DUE DATE:**

January 31, 2018 @ 2:00 p.m.

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**REQUEST FOR CLARIFICATION:**

January 22, 2018 @ 5:00 p.m.

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**REQUEST FOR QUALIFICATIONS AND PROPOSALS - CTE BRANDING, ONLINE OPTIMIZATION, AND PROMOTION CONSULTING FOR NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

North Orange County Community College District (NOCCCD) is inviting submittals from qualified firms, partnerships, corporations, associations, or professional organizations to provide **CTE Branding, Online Optimization, and Promotion Consulting** for Cypress College, Fullerton College, and North Orange Continuing Education.

If you would like to submit a response to this Request for Qualifications and Proposals, please send ten (10) hard copies and one (1) electronic copy (thumb drive) of requested materials to:

**North Orange County Community College District  
Purchasing Department  
Attn: Jenney Ho, District Director, Purchasing  
1830 W. Romneya Drive  
Anaheim, CA 92801**

Questions regarding this RFQ & P may be directed to Kathleen Reiland, Interim Dean, 714-484-7233 or via email at kreiland@cypresscollege.edu copying jho@nocccd.edu. All answers will be provided via addendum.

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 <https://www.nocccd.edu/vendors-and-contractors-289/2422/bid-and-proposal-opportunities> . All addenda will be posted on the bid website and it is the proposers responsibility to ensure they have obtained and reviewed all addenda.

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

**January 31, 2018, 2:00 P.M.  
at  
North Orange County Community College District  
Purchasing Department  
1830 W. Romneya Drive, 8<sup>th</sup> Floor  
Anaheim, CA 92801**

## INTRODUCTION

North Orange County Community College District seeks to procure consulting services for the development of a long-term marketing and branding strategy to provide CTE Branding, including online optimization and promotion of CTE TOP Coded programs for the Strong Workforce Initiative. The selected team will work with Cypress College, Fullerton College, and the North Orange Continuing Education Center, take an active leadership role in the entire process, make presentations to the District representatives, coordinate approved marketing initiatives, and prepare the final documents related to the regional Strong Workforce Program. These documents will include at the minimum:

- Long term marketing and branding strategy for CTE TOP Coded Programs
- Development of advertising/promotional campaign
- Creation of a plan to provide website landing pages that will serve as the focal point for search engine optimization, online ads, and promotion efforts
- Development of marketing and branding strategy that leverages district, regional, and state initiatives,
- Annual SWP reporting.

The timeframe to evaluate proposals and make a recommendation is expected to be two months. The District is requesting qualification statements and proposals from consultants with a proven track record. At a minimum, five (5) years of public relations and/or advertising experience with educational institutions in the area of business and community engagement and outreach related to career technical education.

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 California Community College Chancellor's Office ("CCCCO") is leading a statewide marketing and branding program that include long-term marketing strategies, print and electronic materials, and media placements in strategic regions throughout California. The North Orange County region participates in the CCCCCO's marketing and branding initiatives.

As part of the State of California's commitment to promote and develop career education, the state legislature authorized the Strong Workforce Program ("SWP"). NOCCCD receives funding for both regional and college projects that align with the SWP objective. The colleges have allocated funding for the development of regional marketing and branding strategies and materials and engaging an experienced public relations/advertising consultant.

## 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 Kathleen Reiland, Interim Dean, 714-484-7233, via email at [kreiland@cypresscollege.edu](mailto:kreiland@cypresscollege.edu) copying [jho@nocccd.edu](mailto:jho@nocccd.edu) with the subject line indicating “Question(s) for RFQ&P# 1718-16, CTE Branding, Online Optimization, and Promotion Consulting.” 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. All answers will be provided via addendum.

### Request for Qualification & Proposals Submittal Schedule

RFQ & P - 1 <sup>st</sup> Advertisement	01/09/2018
RFQ & P - 2 <sup>nd</sup> Advertisement	01/16/2018
Deadline for written questions	01/22/2018
Last addendum	01/24/2018
<b>Deadline for RFQ &amp; P Submittal</b>	<b>01/31/2018</b>
Interviews	TBD
Contract Negotiation	TBD
Board Meeting - Approval	March 13, 2018
Contract Execution	TBD

During the review of the submittals, NOCCCD 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 mailroom and may experience delay from carriers stated delivery timeframe. Hand delivery should include time allowances for limited parking, the possibility of elevator

failure (eighth floor delivery) or other potential obstacles to reaching the delivery location in a timely manner.

## SECTION 2: SCOPE OF WORK

- 1.1. **Responsibilities.** A steering committee of representatives from each school will work with the CTE Branding Consultants to provide a long-term marketing and branding strategy, online optimization, and promotion of CTE TOP Coded programs. Each institution will work with the CTE Branding Consultants to provide the background, content, and coordination necessary to achieve the following:
- a. Development of a long-term marketing and branding strategies that accounts for Cypress College, Fullerton College, and North Orange Continuing Education (NOCE), which are part of the North Orange County Community College District.
  - b. Creation of a main Career Education website for each of the schools that provides links to the respective CE department landing pages, career exploration websites, and college job/internship sites,
  - c. Creation of CTE/CE Department landing pages that will answer students' top six frequently asked questions. (These landing pages will serve as the focal point for ad buys, SEO, and analytics). For reference, there are approximately 27 CTE Departments at Cypress College, 28 at Fullerton College, and 12 at NOCE. Each of these departments may offer more than one program, which may require ancillary pages. For example, Hotel, Restaurant, and Culinary Arts would entail one department page with sub-pages for each CTE TOP Coded program (Reference addendum for more sample information),
  - d. Development of advertising placement based on developed marketing and branding strategy,
  - e. Establishment of search engine optimization, key words, online ads, and metrics to track results,
  - f. Implementation of geo-fencing ads for targeted markets on social media platforms,
  - g. Development of marketing and branding strategy that leverages district, regional and state initiatives,
  - h. Implementation of (Clarus) Personalized Information Packet, with downloadable PDFs that provide a snapshot of answers to FAQs and pathway information,
  - i. Development of collateral marketing and branding print materials (with QR bar codes), bus wraps, billboards, movie theaters, radio, and possible videos based on the developed strategy, and
  - j. Assist in the development of quarterly and annual SWP reporting.

1.2. **Schedule.** The CTE Branding Campaign, Online Optimization, and Promotion Campaign effort is expected to begin in March 2018, and end no later than February 28, 2019. This contract includes the option for up to two, one-year renewals.

1.3. **Tasks.** The following are the expected tasks and deliverables associated with the Public Relations/Advertising Consulting Services effort:

a. **Task 1: Projection Initiation**

1. Meet with the marketing steering committee to develop and finalize a detailed work plan and schedule which at a minimum will establish meeting and presentation schedules, clarify roles and responsibilities of both staff and consultant teams, and include an evaluation methodology, in accordance with the contracted terms and conditions and appropriate to meet the highest standard for the CTE Branding Consulting Services.
2. Deliverables:
  - i. Meeting notes
  - ii. Final work plan and project schedule
  - iii. Roles and Responsibilities Matrix
  - iv. Evaluation methodology

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

1. Review available background materials and any other relevant information relating to the project including, but not limited to:
  - i. Existing websites and collateral print material,
  - ii. CCCCCO: Rebranding initiative’s deliverables and directives,
  - iii. Current CC, FC, and NOCE marketing initiatives,
  - iv. North Orange County education, government, and industry partners’ needs, and
  - v. Meet with staff members most knowledgeable about the project and each department
2. Deliverables:
  - i. A main Career Education website to serve as the target landing page for CCCCCO’s branding initiative, Regional Consortia CTE marketing initiative, the K-12 to Community College Walk project. Summary of meeting notes with college representatives and key stakeholders
  - ii. CTE Department targeted landing pages for the above plus all SEO and online ad campaigns.
  - iii. Draft and final versions of research and analysis findings

c. **Task 3: Implementation**

1. Based upon comments and information received through Task 2, continue work identified under “**Services**” above.
  2. Deliverables:
    - i. Mid-Point report
    - ii. Final report
    - iii. Presentations to the steering committee and district/college leadership
    - iv. Media and marketing materials ready for placement
    - v. Proposal Alternate: Place media and marketing materials
      - (a) Provide prepared documentation and supporting data to a variety of vendors,
      - (b) Assist DISTRICT with evaluating Vendor’s proposals, and
      - (c) Provide all other required services in connection with implementing placement of marketing materials.
- 1.4. **Regulatory Compliance.** The CONSULTANT shall comply with all federal, state and local laws, rules, regulations and ordinances that are applicable to the DISTRICT'S PROJECT.
- a. Coordination with the DISTRICT and their consultants will be required.
  - b. Firms must hold all necessary registrations/ business licenses/ insurance to perform business in the state, county and city.

#### INSTRUCTIONS FOR SUBMITTING QUALIFICATIONS AND PROPOSALS

Firms shall submit ten hard copies and one electronic copy (thumb drive). 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. **Submittals which do not include all of the elements as specified, or which deviate from the proposed format and content as specified, may be deemed “non-responsive” by the evaluation committee and eliminated from further consideration.**

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

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

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

**3. Executive Summary.** The **Executive Summary** should contain an outline of your general plan and a brief summary of approach and qualifications to engage in a professional relationship with North Orange County Community College District. (two page maximum)

a. **Note:** Exhibit E, the Qualification Matrix, is placed in this section behind the executive summary. This form will be used as part of the review process.

**4. Experience.** Provide any professional registration, certifications and affiliations for the firm. Describe your experience with Branding, Online Optimization, and Promoting Consulting 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 certified to conduct business in the State of California for the services offered and experience with college and university educational facilities and other institutional services.

The Firm must have an acceptable history of working proactively to avoid litigation. Provide specific information on termination for default, litigation settled or judgments entered within the last five (5) years.

If the Firm utilizes resources from more than one office, indicate office locations and how work would be coordinated. (One page for summary and up to five additional to highlight project specific information if appropriate)

**5. Personnel.** This section of the proposal should establish the ability of the firm to satisfactorily perform the required services as demonstrated by its representation of staff availability. Information shall further specifically include:

- a. Number of qualified staff
- b. Identification of any services noted in the Agreement(s) not provided in-house
- c. Identification of proposed sub consultants
- d. All personnel assigned to District projects, employees, sub-consultants or subcontractors must:
  - i. Possess the minimum qualification to perform the services provided
  - ii. Have knowledge and understanding of major services and activities required to perform services provided

- iii. Have a minimum of three years of directly related experience
  - iv. Have not entered into a subcontract with any Firms who are ineligible to perform work on a public works project pursuant to Labor Code 17777.1 or 17777.7
  - e. Include resumes of proposed personnel, including any proposed sub-consultants who would likely be assigned to projects. Provide name and professional qualifications of proposed personnel. Specifically define the role of each person and outline his or her individual experience. Identify any certifications or licenses held (No more than one page per person).
  - f. 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 the expected effort 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 a fixed fee **in a sealed envelope**. Itemize the fee similarly to the breakouts found in the sample agreement. The evaluation committee will make their recommendation based on qualifications and will then enter contract negotiations including fee based discussions.

A Time and Materials, Not to Exceed proposal will be based on fully-loaded hourly billing rates for each classification. When providing costs, proposal shall include costs for all required overhead expenses including insurance. Travel cost from the Firm's place of business including time, overhead and related expenditures shall be incorporated into the unit prices for each line item and are not to be identified as separate costs. Firms are expected to perform services at the rate amount in the fee proposal regardless of the possibility that staff is drawn from a variety of office locations.

The Not to Exceed amount provided in this submittal will be used as the basis for contract negotiations. 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 NOCCCD. 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:

- 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 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. Requested contract modifications will be evaluated prior to and in preparation for contract negotiation.

**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 Consulting Services will be a three-stage process.

1. The first stage will be based on analysis principally focusing on specific experience and qualifications.
2. The second stage will include short-listed Consulting Services invited for an interview to present their full understanding of, and responsiveness to, this RFQ & P and their specific experience and approach.
3. The third and final stage is successful contract negotiations.

At the conclusion of the second stage, RFQ&P #1718-16, CTE Branding, Online Optimization, and Promotion Consulting 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.

Prior to presenting a recommendation to the Board of Trustees (if deemed necessary), 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 NOCCCD 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 NOCCCD may be found at <http://www.nocccd.edu>. Recent projects are listed at the <https://www.nocccd.edu/vendors-and-contractors-289/2422/bid-and-proposal-opportunities>.
2. All NOCCCD Guidelines must be followed:
  - i. Social Media Guidelines: [https://www.nocccd.edu/files/social-media-guidelines-01-25-16-dcc-approved\\_13356.pdf](https://www.nocccd.edu/files/social-media-guidelines-01-25-16-dcc-approved_13356.pdf)
  - ii. Website Guidelines: [https://www.nocccd.edu/files/website-guidelines-dcc-approved-9-26-16\\_00667.pdf](https://www.nocccd.edu/files/website-guidelines-dcc-approved-9-26-16_00667.pdf)
  - iii. If the website solution will be housed in the cloud, the Cloud Solution Security Measures Guidelines will also need to be followed: [https://www.nocccd.edu/files/cloud-solution-security-measure-guidelines-tcc-approved-10-17-17\\_57777.pdf](https://www.nocccd.edu/files/cloud-solution-security-measure-guidelines-tcc-approved-10-17-17_57777.pdf)
3. 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.
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 NOCCCD 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. NOCCCD 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.

The District may modify the RFQ & P prior to the deadline for submittals by issuance of an electronic addendum on the District bid website. 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 Kathleen Reiland, Interim Dean, 714-484-7233 or via email at [kreiland@cypresscollege.edu](mailto:kreiland@cypresscollege.edu), copying [jho@nocccd.edu](mailto:jho@nocccd.edu). All answers will be provided via addendum.

### Specific Inclusions

1. **Exhibit A: Certification – Request for Qualifications**

2. **Exhibit B: Sample Agreement for CTE Branding Consulting Services.**
3. **Exhibit C: Sample fee schedule for extra work**
4. **Exhibit D: Sample Invoice for monthly billings**
5. **Exhibit E: CTE Branding Consulting Services – Qualification Matrix**
6. **Exhibit F: Campus Maps**

*Proposals shall be received up to but not later than 2:00 p.m., on the date listed in the schedule.*

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 NOCCCD to provide these services to the District in the manner prescribed herein.

I certify that I have read the attached **Request for Qualifications – RFQ&P #1718-16, CTE Branding, Online Optimization, and Promotion Consulting 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**

**SAMPLE AGREEMENT FOR CONSULTANT SERVICES**

This AGREEMENT is made and entered into this **DATE** day of **MONTH** in the year of **2016**, by and between the **NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "DISTRICT", and hereinafter **NAME**, referred to as "CONSULTANT". The DISTRICT and the CONSULTANT are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES". This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain consultant services to help in the following: **PROJECT** hereinafter referred to as "PROJECT", and more fully set in the Proposal attached hereto as Exhibit "**A**"; and

WHEREAS, CONSULTANT possesses the necessary expert knowledge, experience, and ability to perform services not available through DISTRICT personnel; and

WHEREAS, CONSULTANT is fully licensed, if required, to provide such special consultant services in conformity with the laws of the State of California; and

WHEREAS, CONSULTANT has indicated its willingness and commitment to provide its specialized services and/or advice to the DISTRICT on the terms hereafter set forth in this AGREEMENT.

**NOW, THEREFORE**, the PARTIES hereto agree that the above recitals are true and correct, and further agree as follows:

**ARTICLE I**  
**CONSULTANT'S SERVICES AND RESPONSIBILITIES**

1. CONSULTANT's services shall consist of those services performed by CONSULTANT, CONSULTANT's employees and subcontractors as enumerated in this AGREEMENT and Exhibit "**A**". Consultant shall commence providing services under this agreement on **DATE** and will diligently perform as required and complete performance by **DATE**.

2. CONSULTANT's services shall be performed in a manner that is consistent with professional skill and care and the orderly progress of the work. CONSULTANT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT.

3. CONSULTANT makes the following certifications, representations, and warranties for the benefit of the DISTRICT, and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT's engagement hereunder:

a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.

b. CONSULTANT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

4. CONSULTANT, upon notice to proceed from the DISTRICT, shall provide the DISTRICT

certain special services and advice relating to the PROJECT. The nature of such special services and advice is more particularly set forth in Exhibit "A" attached hereto and incorporated herein by this reference. CONSULTANT and DISTRICT both agree to be bound by all of the terms and conditions set forth in said Exhibit "A". Any discrepancies or inconsistencies between this AGREEMENT and Exhibit "A" shall be interpreted and governed by the terms and conditions of this AGREEMENT. Pursuant to Education Code section 81644, the total term of this AGREEMENT shall not exceed a total of five years.

## **ARTICLE II** **TERMINATION**

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of CONSULTANT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete reports, studies and other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement consultant costs shall be deducted from payments to CONSULTANT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article III, Paragraph 4 below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT. In addition, CONSULTANT will be reimbursed for reasonable termination costs through the payment of no more than 3% beyond the sum due the CONSULTANT under this Paragraph through 50% completion of CONSULTANT's portion of the project and if 50% completion is reached, payment of up to 3% of the unpaid balance of the contract to CONSULTANT as termination cost upon provision of substantiating justification documents. This payment is agreed to compensate CONSULTANT for the unpaid profit CONSULTANT would have made under the project on the date of termination and is consideration for entry into this termination for convenience clause.

5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

**ARTICLE III**  
**CONSULTANT'S REPORTS/ DOCUMENTS**

The reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's subcontractors in accordance with this AGREEMENT, shall be and remain the property of the DISTRICT (hereinafter "PROPERTY"). The DISTRICT may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT's receipt of the DISTRICT's written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT within five (5) calendar days.

**ARTICLE IV**  
**ACCOUNTING RECORDS OF CONSULTANT**

Records of the CONSULTANT's direct personnel and reimbursable expenses pertaining to any extra services provided by the CONSULTANT, which are in addition to those services already required by this AGREEMENT, and any records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

**ARTICLE V**  
**COMPENSATION TO CONSULTANT**

1. The DISTRICT shall compensate CONSULTANT as follows:
  - a. The DISTRICT agrees to pay the CONSULTANT an amount not to exceed **\$000000.00**.
  - b. CONSULTANT shall invoice the District as follows: **Terms**. All costs must be supported by an invoice, receipt, or other acceptable documentation as determined by the DISTRICT.
  - c. Except as expressly provided herein, CONSULTANT agrees that no other compensation, fringe benefits, or other remuneration is due to CONSULTANT by the DISTRICT for services rendered under this AGREEMENT. CONSULTANT shall not apply for or receive statutory benefits available to employees of the DISTRICT because CONSULTANT is not an employee of the DISTRICT.

**ARTICLE VI**  
**ADDITIONAL SERVICES**

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering such services. The DISTRICT may require CONSULTANT to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include:
  - a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.
  - b. Preparing reports and other documentation and supporting data, and providing other services in connection with project modifications required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT.
  - c. Providing any other services not otherwise included in this AGREEMENT or not

customarily furnished in accordance with the generally accepted practice in the CONSULTANT's industry.

**ARTICLE VII**  
**REIMBURSABLE EXPENSES**

1. The DISTRICT shall compensate CONSULTANT as follows:

a. The DISTRICT agrees to pay the CONSULTANT in accordance with Exhibit "A" attached hereto and incorporated herein by reference.

b. CONSULTANT shall invoice costs monthly, or another periodic basis approved by the DISTRICT, for the services provided pursuant to this AGREEMENT from the time the CONSULTANT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation as determined by the DISTRICT.

c. Except as expressly provided herein, CONSULTANT agrees that no other compensation, fringe benefits, or other remuneration is due to CONSULTANT by the DISTRICT for services rendered under this AGREEMENT. CONSULTANT shall not apply for or receive statutory benefits available to employees of the DISTRICT because CONSULTANT is not an employee of the DISTRICT.

**ARTICLE VIII**  
**INDEMNITY AND INSURANCE**

1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, defend and hold DISTRICT entirely harmless from all liability arising out of:

a. Workers' Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subcontractor's employees arising out of CONSULTANT's work under this AGREEMENT; and

b. General Liability: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;

c. Professional Liability: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result of CONSULTANT's work under this AGREEMENT.

e. The PARTIES understand and agree that Article VIII, Paragraph 1 of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code section 2772, governing this AGREEMENT. Any other indemnity that is attached to this AGREEMENT or referenced elsewhere

shall be void and unenforceable between the PARTIES.

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

a. Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California, however, such amount shall not be less than One Million Dollars (\$1,000,000).

b. Comprehensive general and auto liability insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, and Three Million Dollars (\$3,000,000.00) aggregate, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of One Million Dollars (\$1,000,000), per claim and Three Million Dollars (\$3,000,000.00) aggregate. Such insurance shall be maintained during the term of this Agreement and renewed for a period of time at least five (5) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. In the event that Consultant subcontracts any portion of Consultant's duties, Consultant shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Paragraph. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

d. Automobile Liability Insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit and Three Million Dollars (\$3,000,000.00) aggregate;

e. Each policy of insurance required in in this Article VIII shall name District and its officers, agents and employees as additional insured; shall state that, with respect to the operations of Consultant hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Consultant shall notify District in the event of material change in, or failure to renew, each policy. Before starting work, Consultant shall deliver to District the certificates and endorsements of the insurance as evidence of compliance with the requirements herein. In the event Consultant fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Consultant, and in such event Consultant shall reimburse District upon demand for the cost thereof.

**ARTICLE IX**  
**MISCELLANEOUS**

1. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to

which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.

4. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

5. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

6. This AGREEMENT shall be governed by the laws of the State of California.

7. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and CONSULTANT.

8. The PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT.

9. The rule of construction that any ambiguities are to be resolved against the drafting PARTY shall not be employed in the interpretation of this AGREEMENT. It is expressly understood and agreed that the PARTIES to this AGREEMENT have participated equally, or have had equal opportunity to participate, in the drafting hereof.

10. Time is of the essence with respect to all provisions of this AGREEMENT.

11. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

12. This AGREEMENT is not valid or an enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

**DISTRICT**

**CONTRACTOR**

**North Orange County Community**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

RFQ & P - Exhibit C

**SAMPLE: CRITERIA AND BILLING FOR EXTRA WORK**

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

<u>CONSULTANT Services</u> <i>Titles are likely to change</i>	<u>Fee Per Hour</u>
Principal	\$XXX
Associate	\$XXX
Project Manager	\$XXX
Special Services: CEO/Principal Consultant	\$XXX
Clerical	\$ XXX

RFQ & P - Exhibit D

**SAMPLE: TEMPLATE FOR MONTHLY INVOICE**

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

Invoice

Project Manager  
North Orange County Community College District

Date: TBD  
NOCCCD Project Number: TBD  
Consultant Invoice number:  
**Purchase Order: TBD**

Project: **Name** College  
**Name of** Services

**Consultant TBD**

Consultant Address  
City / State / Zip code  
Phone Number

**Professional Services from Month/01/Year - Month/31/Year**

Billing	Percent of Fee	Fee	% Comp	Earned	Previous Billing	Current Billing	Balance Remaining
Task I		XX.00		0.00	0.00	0.00	XX.00
Task II		XX.00		0.00	0.00	0.00	XX.00
Task III		XX.00					
<b>TOTAL CONTRACT AMOUNT</b>		0.00		0.00	0.00	<b>0.00</b>	XX.00
<i>Amendment 01</i>							
<b>REVISED CONTRACT AMOUNT</b>		0.00	0.00	0.00	0.00	<b>0.00</b>	XX.00

**Reimbursable Expenses**

List reimbursable items

**Total Reimbursable rate at 1.1**  
times TBD **1.1** TBD

**TOTAL THIS INVOICE** \_\_\_\_\_

RFQ & P - Exhibit E

**NAME OF SERVICES – QUALIFICATION MATRIX**

*Qualification Matrix is an Excel Spreadsheet provided as a separate file for the Kick Off and attached to the final RFQ&P as part of the pdf.*

## Attachment 1: Cypress College CE Department Websites

## Sample Website Re-launch Phase I

## Project Description:

This phase includes design and programming of WordPress templates which will be used for the primary structure of the website. (As an add-on option, the college is also seeking a quotation for migrating a number of pages and sections into the new templates).

## Develop WordPress templates for the following (Required):

- Primary Landing Page (admissions focused)
  - CypressCollege.edu
- Internal Landing Page (campus-life focused)
  - Chargers.CypressCollege.edu (doesn't currently exist)
- Division Page (Child Level 1)
- Department Page — Option A (Child Level 2)
- Department Page — Option B (Child Level 2)
- Department Page — Option C (Child Level 2)
- News Page (Child Level 1)
- News Page — Story/Detail (Child Level 2)
- Calendar/Events Page (Child Level 1)
- Calendar/Events Page — Detail (Child Level 2)

## Phase I Pages to Migrate (Optional, Based on Funding Availability):

- Primary Landing Page

- Division Page — Career Technical Education

<http://www.cypresscollege.edu/academics/academicPrograms/businessandcis>

§ AT

<http://www.cypresscollege.edu/academics/academicPrograms/VocationalCareerTechnicalEducation/AutomotiveTechnology/>

§ AC/R

<http://www.cypresscollege.edu/academics/academicPrograms/VocationalCareerTechnicalEducation/AirConditioningandRefrigeration/>

§ Sustainable Energy New program/no site

§ ACR

<http://www.cypresscollege.edu/academics/academicPrograms/VocationalCareerTechnicalEducation/AutomotiveCollisionRepair/>

§ ATC

<http://www.cypresscollege.edu/academics/academicPrograms/VocationalCareerTechnicalEducation/AirlineandTravelCareers/>

§ HRC

<http://www.cypresscollege.edu/academics/academicPrograms/VocationalCareerTechnicalEducation/HotelRestaurantCulinaryArts/>

- Division Page — Health Science <http://www.cypresscollege.edu/academics/academicPrograms/HealthScience>

§ Dental Assisting

<http://www.cypresscollege.edu/academics/academicPrograms/HealthScience/DentalAssisting>

§ Dental Hygiene

<http://www.cypresscollege.edu/academics/academicPrograms/HealthScience/DentalHygiene>

§ Diagnostic Medical Sonography

<http://www.cypresscollege.edu/academics/academicPrograms/HealthScience/DiagnosticMedicalSonography>

§ Health Information Technology

<http://www.cypresscollege.edu/academics/academicPrograms/HealthScience/HealthInformationTechnology>

§ Mortuary Science

<http://www.cypresscollege.edu/academics/academicPrograms/HealthScience/MortuaryScience>

§ Psychiatric Technology

<http://www.cypresscollege.edu/academics/academicPrograms/HealthScience/PsychiatricTechnology>

§ Radiologic Technology

<http://www.cypresscollege.edu/academics/academicPrograms/HealthScience/RadiologicTechnology>

§ Registered Nursing

<http://www.cypresscollege.edu/academics/academicPrograms/HealthScience/RegisteredNursing>

- Division Page — Fine Arts <http://www.cypresscollege.edu/academics/academicPrograms/fineArts>

§ MAD <http://www.cypresscollege.edu/academics/academicPrograms/fineArts/MAD/>

- Division Page — Business and Computer Information Systems

<http://www.cypresscollege.edu/academics/academicPrograms/businessandcis>

§ CIS

<http://www.cypresscollege.edu/academics/academicPrograms/businessandcis/ComputerInformationSystems>

§ Marketing

<http://www.cypresscollege.edu/academics/academicPrograms/businessandcis/Management>

§ Management

<http://www.cypresscollege.edu/academics/academicPrograms/businessandcis/Marketing>

- News Landing Page <http://news.cypresscollege.edu> Note: Site currently in WordPress so content can be exported and imported

§ News Story/Detail Page

- Calendar/Events Page No current site § Calendar/Events Detail Page

**NON-COLLUSION DECLARATION**

The undersigned declares:

I am the \_\_\_\_\_ [Title] of \_\_\_\_\_ [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [Date], at \_\_\_\_\_ [City], \_\_\_\_\_ [State].

Signed: \_\_\_\_\_

Typed Name: \_\_\_\_\_