

**Chancellor's Office
California Community Colleges
Institutional Effectiveness Partnership Initiative (IEPI)**

REQUEST FOR PROPOSALS

**California Community Colleges
FISCAL AGENT AND PROJECT MANAGER FOR IEPI-SPONSORED REGIONAL
AND ONLINE WORKSHOPS AND TRAININGS TO CALIFORNIA COMMUNITY
COLLEGE PERSONNEL TO PROMOTE STATEWIDE PRIORITIES
(IEPI SPECIALIZED TRAINING RFP)**



PROPOSAL IDENTIFICATION NUMBER:	15-0050
PROGRAM DIVISION:	Institutional Effectiveness Division
FUNDING SOURCE:	Proposition 98 General Fund
PERFORMANCE/FUNDING PERIOD:	December 1, 2015 – November 30, 2016 (This RFP is for a one-year term with the possibility of renewal for one additional year.)
MAXIMUM FUNDS AVAILABLE:	\$12,000,000
PROPOSAL DUE DATE:	The proposals must be received at the Chancellor's Office by 5:00 p.m. on November 2, 2015.

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Board of Governors
California Community Colleges

Request for Proposals

The Board of Governors requests proposals from California Community College districts interested in serving as fiscal agent and project manager for Institutional Effectiveness Partnership Initiative (IEPI)-sponsored efforts to identify, develop and disseminate effective professional, administrative, and educational practices across the system. The goal of these efforts is to improve student achievement and community college operations, and provide system leadership training to better coordinate planning and implementation of statewide initiatives.

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I. BACKGROUND AND NEED

The 2014-15 California Budget Act (Chapter 25, Statutes of 2014) authorized the chancellor of the California Community Colleges to use up to \$2.5 million (Proposition 98 General Fund) to provide technical assistance to districts. At its November 2014 meeting, the Board of Governors awarded a \$2.5 million grant to Santa Clarita Community College District (SCCCD). The Chancellor's Office and SCCC, in turn, partnered with the Statewide Academic Senate, Foothill College, and the Success Center for California Community Colleges to launch the IEPI. The primary goal of IEPI is to help colleges and districts improve their fiscal and operational effectiveness and promote student success, while reducing accreditation sanctions and audit findings.

The major focus of the Initiative to date through the SCCCD grant has been to: 1) develop, and the Board of Governors of the California Community Colleges to adopt, a Framework of Indicators to help establish college and district institutional effectiveness goals, and; 2) develop and deploy Partnership Resource Teams to colleges and districts that have expressed interest in receiving support on self-identified issues.

The 2015-16 budget includes \$17.5 million for IEPI: \$5.5 million for Year Two of the SCCCD grant and \$12 million to expand on another key component of IEPI, which is to provide specialized training opportunities to help colleges and districts achieve their institutional effectiveness goals and increase the percentage of students who successfully complete their educational objectives.

II. SCOPE

The Board of Governors seeks to award a contract to a California Community College district to serve as fiscal agent and project manager for expending the \$12 million allocated in the 2015-16 Budget Act to develop and disseminate effective professional, administrative, and educational practices that will lead to transformational change throughout the system. Examples of strategies and delivery methods to achieve these objectives may include, but are not limited to:

- Webinars
- Regional Workshops
- Summits
- Leadership Institutes/Academies
- Communities of Practice
- Coaching/Mentoring Programs
- An Online Clearinghouse to facilitate access to all of the above, and to serve as a repository of effective community college practices

One of the objectives listed below requires the Chancellor's Office, to the extent possible, to partner with existing statewide initiatives with proven results of improving student success and institutional effectiveness. Therefore, it is anticipated that the district awarded this contract will, with final approval by the Chancellor's Office, subcontract with existing initiatives and organizations, such as the RP Group, 3CSN, TTIP South and the Career Ladders Project, to implement these strategies and delivery methods.

The Chancellor's Office intends to closely manage the project, retain day-to-day control over its direction, approve the final selection of subcontractor(s) to perform the services under this Agreement, and retain final approval of all expenditures. The district will serve as fiscal agent and hire or designate a project manager to work with the Chancellor's Office to carry out its direction related to the \$12 million contract.

A. Objectives

The objectives of these funds are:

1. To provide regional and online workshops and trainings to community college personnel to promote statewide priorities, including, but not limited to: strategies to improve student achievement; strategies to improve community college operations; and system leadership training to better coordinate planning, implementation, and outcomes of statewide initiatives.
2. To the extent possible, to partner with existing statewide initiatives with proven results of improving student success and institutional effectiveness.
3. To coordinate with community college districts to develop and disseminate effective practices through the establishment of an online clearinghouse of information. (Work on the web portal for this effort has already begun under the direction of the Success Center for California Community Colleges and TTIP South.)
4. To develop effective practices that include, but are not limited to, statewide priorities such as the development of educational programs or courses for the incarcerated adults in prisons and jails, and the formerly incarcerated, as well as educational programs or courses for California Conservation Corps members, and other effective practices.

B. Procedures/Activities

The minimum required activities of the Contractor to achieve the objectives include hiring or designating a project manager who will, under the direction and approval of the Institutional Effectiveness division of the Chancellor's Office:

- A. Draft scope of work language; negotiate workplans, deliverables and budgets; and enter into agreements:
 - With subcontractors necessary to carry out the above-referenced objectives;
 - With a subcontractor to evaluate the strategies and delivery methods used to meet those objectives in terms of their effectiveness, and to provide feedback for continuous program improvement; and
 - With a subcontractor to provide for IEPI event coordination.

- B. Participate in regular and relevant IEPI meetings related to the objectives noted above as determined by the Chancellor's Office.
- C. Monitor subcontractor performance to ensure it is conducted in accordance with agreed upon deliverables and budget.
- D. Conduct a detailed review of all invoices prior to Chancellor's Office approval for district payment.
- E. Serve as the district's lead contact for fiscal agent responsibilities, including subcontract execution and invoice processing and payment.

C. Managerial Responsibilities

The Board of Governors recognizes that the complexity of the contract services to be performed will require close cooperation between the Institutional Effectiveness division of the Chancellor's Office and the selected district. To help ensure that the objectives of the RFP are met, the Institutional Effectiveness division will identify specific individuals in the division to oversee major areas of focus within the contract. These individuals will work closely with the district's project manager.

III. PROPOSAL FORMAT

A. Introduction

These instructions prescribe the mandatory proposal format and approach for the development and presentation of the proposal. Proposal format instructions must be followed, all questions must be answered, and all requested data must be supplied. Failure to prepare proposals in the following required format may result in elimination from proposal evaluation.

B. Proposal Format and Instructions

Each proposal must include the following:

Section I Table of Contents

Section II Summary and Overview Statement

Overall approach and methodology, including any outstanding features.

Section III Work Statement

Detailed description of work proposed.

Section IV Program Schedule

Define products and benchmarks within total time allowed.

Section V Project Organization

Include paragraphs 1 through 5 below.

1. *General Approach:* Describe the technical capabilities of your organization to manage a contract of this size and complexity.
2. *Staffing:* List all personnel who will actually be performing the activities described in the Work Statement (Section III)

List the person hours or percentage of time key personnel will devote to the project.

3. *Experience:* Describe the general organizational experience and background of the assigned personnel on similar projects including experience managing large contracts, the title of the project or study, descriptions of the work performed, outcome of the project or study, and discussion of how it relates to the current proposal.
4. *References:* List references and dates.
5. *Governmental or Educational Experience:* List any experience in contracting with other governmental and/or educational entities.

Section VI Personnel Qualifications

Provide a biographical sketch or résumé for assigned personnel including education, background, accomplishments, and other pertinent information.

Section VII Project Cost

This information must detail total administrative and indirect project costs, including a breakdown by tasks. If you plan to cost share, identify each participant's costs.

When preparing this section, be sure to take into consideration the length of the project and include increases in salaries and wages, overhead, etc., in the bid price. The rates bid in this RFP become a part of the final contract and may not be changed.

The following is a list of items that must be included in the cost section:

1. *Personal Service Costs:* Identify by name, class, technical specialty, rate per hour, and number of hours.

2. *Fringe Benefit Costs:* Actual benefits or as a percentage of personal service costs.
3. *Operating Expenses:* To include rent and supplies, with a brief description of the supplies to be purchased.
4. *Equipment Costs:* Provide a brief description of equipment to be purchased. The State will not pay for any equipment unless adequately justified. Any equipment purchases paid for by the State shall be the property of the State, and title to such equipment shall be vested in the State.
5. *Travel:* Identify estimated travel costs to show the number of trips required, destinations, and costs of travel.
6. *Indirect:* *The amount of indirect that the district will charge to administer the contract (Note: The indirect rate cannot exceed 5 percent of the total contact amount and is a competitive factor in the scoring criteria).*
7. *Other Costs:* Other costs should be identified as to character and method of derivation. For example, computer time should show type of computer, estimated time of total use, and hourly rate. All expenditures required to complete the Work Statement must be identified and estimated here.
8. *Total Estimated Costs:* The sum of the above cost elements.

IV MINIMUM ADMINISTRATIVE REQUIREMENTS

The absence of any of the following administrative requirements may result in disqualification of the proposal from competition. Each proposal shall contain at a minimum:

- A. Name of district submitting proposal, its mailing address, telephone number, and individual to communicate with if further information is desired.
- B. If a corporation, verification of corporate qualification to do business in California from the Secretary of State's Office in order to ensure all obligations due the State are fulfilled. "Doing business" is defined in the Revenue and Taxation Code as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit (§ 23101). While there are some statutory exceptions to taxation, it will not be subject to the franchise tax.
- C. Identification, by name, of the lead personnel, including whether the district intends to designate or hire a staff person to serve as the project manager. If the district

plans to hire from outside, please specify the process you will use to identify/hire a qualified candidate. Contract terms will not permit substitution of lead personnel without approval of the State's Project Monitor.

- D. A description of the qualifications of all professional personnel to be employed, with a summary of similar work or studies performed, and a professional résumé for each.
- E. Identification of specific project management structure.
- F. Contracts or other pertinent work performed in the subject area during the past five years must be identified and the particulars given.
- G. Possible conflicts of interest must be addressed. Although a Proposer will not be automatically disqualified by reason of work performed for, or financial interests in, firms who may be affected by action of the Board of Governors or the Chancellor's Office, we reserve the right to consider the nature, extent, and recent of such work. The following list describes potential conflicts of interest that must be included in your proposal.
 - 1. A prior Chancellor's Office employee may not contract with the Chancellor's Office for at least one year.
 - 2. A prior State employee cannot contract with the State:
 - For one year, if that employee was in a policymaking position in the same general subject area;
 - For two years, if that employee was engaged in the negotiations, transactions, planning, arrangements or decision-making process relevant to the contracts.
 - 3. A current State employee cannot contract with the Chancellor's Office.
- H. Quotation of charges shall include personnel classifications and hourly rates, staff benefits, administrative overhead charges, equipment costs, and any other charges that would be accrued,

V. RULES GOVERNING COMPETITION

A. RFP Requirements and Conditions

1. Introduction

The particular competitive method being used for this procurement is known as the "Request for Proposal (RFP)." The selection of the success-

ful competitor is based on the highest-scored proposal. The exact details of the evaluation are contained in Section VI of this RFP.

2. *Definitions*

The State has established certain requirements with respect to proposals to be submitted by prospective contractors. The use of “shall,” “must,” or “will,” (except when expressing simple futurity) indicates a requirement or condition from which a deviation, if not *material*, may be waived by the State. A deviation is material if the deficient response is not in substantial accord with RFP requirements, has a *potential* significant effect on amount paid to the competitor, net cost to the State, quantity or quality of product and/or service, or provides an advantage to one competitor over other competitors. *Material deviations cannot be waived.*

3. *Desirable Items*

The words “should” or “may” indicate a desirable attribute or condition, but are permissive in nature, and deviation from, or omission of, such a desirable feature, even if material, will not in itself cause rejection of a proposal. However, such deviation may affect the score the proposal receives in the final proposal evaluation stage.

4. *Request for Proposal Documents*

This RFP includes, in addition to a complete explanation of the State’s needs that must be met, instructions that prescribe the format of proposals to be submitted and the terms of the contract to be executed between the State and the selected contractor.

5. *Errors*

If a competitor discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, he/she shall immediately notify the State of such error in writing and request modification or clarification of the document. Modifications will be made by an “addenda,” issued pursuant to paragraph 7, Addenda. Clarifications will be given by written notice to all parties who have obtained an RFP, without divulging the source of the request. Insofar as practicable, the State will give such notices to other interested parties, but the State shall not be responsible for failure to do so.

6. *Questions Regarding the RFP*

Bidders requiring clarification of the intent or content of this RFP, or on procedural matters regarding the competitive bid process, may request clarification by submitting questions to Jeff Spano, Dean of Institutional

Effectiveness with envelope clearly marked "Questions Relating to RFP No. 15-0050" or by FAX at (916) 324-6701. Questions may also be e-mailed to jspano@cccco.edu. To ensure response, questions must be received in writing by the scheduled date given in paragraph 10 of this section. When an inquiry requires a clarification of the RFP, an addendum will be sent to all those to whom the RFP was initially sent.

A bidder who desires clarification or further information on the content of the RFP, but whose questions relate to the proprietary aspect of the proposal, and which, if disclosed to other bidders, would expose the proposal, may submit such questions in the same manner as above, but also marked "CONFIDENTIAL," and not later than the scheduled date as specified in paragraph 10 of this section, to ensure response. The competitor must explain why his questions are sensitive in nature. If the State concurs that the disclosure of the question or answer would expose the proprietary nature of the proposal, the question will be answered, and not concur with the proprietary aspect of a question, the question will not be answered in this manner, and the bidder will be so notified.

7. *Addenda*

The State may modify the RFP prior to the date fixed for submission of final proposals by issuance of an addendum to all parties who have been furnished the RFP for bidding purposes. The Addenda will be numbered consecutively as a suffix to the RFP identification number. The first number for an addendum will be A-i.

8. *Submission of Proposals*

a. Preparation

Proposals shall be complete in all respects as required in Section III, Proposal Format. Proposals should be prepared to provide a straightforward, concise, delineation of capabilities to satisfy the requirements of the RFP. Emphasis should be concentrated on completeness and clarity of content.

b. Competitor's Costs

Costs for developing proposals are entirely the responsibility of the competitor and shall not be chargeable to the State of California.

c. Proposal Submission

All competitors must submit their proposals no later than the time and date and to the Contract Manager indicated in paragraph 10 of this section.

9. *Grounds for Rejection*

A proposal shall be rejected if:

- It is received at any time after the exact time and date set for receipt of proposals. (Public Contract Code § 10377(a).)

A proposal may be rejected if:

- It contains a material deviation from a requirement.
- It contains false or misleading statements or references that do not support an attribute or condition contended by the competitor. The proposal shall be rejected if, in the opinion of the State, such information was intended to erroneously and fallaciously mislead the State in its evaluation of the proposal and the attribute, condition, or capability of a requirement of this RFP.
- It does not contain a properly executed Contractor Certification Clauses, CCC-1005. By signing the Contractor Certification Clauses, the bidder certifies under penalty of perjury under the laws of the State of California, that the nondiscrimination program requirements of Government Code section 12990 and Title 2, California Code of Regulations, section 8103, have been satisfied (Appendix A).
- There is a conflict of interest, as contained in the following Public Contract Code section:

“10410. No officer or employee in the state civil service or other appointed state official shall engage in any employment, activity, or enterprise that is sponsored or funded, or sponsored and funded, by any state agency or department through or by a state contract unless the employment, activity, or enterprise is required as a condition of the officer’s or employee’s regular state employment. No officer or employee in the state civil service shall contract on his or her own individual behalf as an independent contractor with any state agency to provide services or goods.

“10411. (a) No retired, dismissed, separated, or formerly employed person of any state agency or department

employed under the state civil service or otherwise appointed to serve in state government may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency or department. The prohibition of this subdivision shall apply to a person only during the two-year period beginning on the date the person left state employment.

(b) For a period of 12 months following the date of his or her retirement, dismissal, or separation from state service, no person employed under state civil service or otherwise appointed to serve in state government may enter into a contract with any state agency, if he or she was employed by that state agency in a policymaking position in the same general subject area as the proposed contract within the 12-month period prior to his or her retirement, dismissal, or separation. The prohibition of this subdivision shall not apply to a contract requiring the person's services as an expert witness in a civil case or to a contract for the continuation of an attorney's services on a matter he or she was involved with prior to leaving state services."

- It is unsigned. An individual who is authorized to bind the competing entity contractually shall sign a cover letter, which shall be considered an integral part of the proposal. An agent of the competitor may sign a proposal only if the agent is properly authorized by a power of attorney, or an equivalent document is submitted to the State prior to the submission of proposals, or with the proposal. The name and title of the individual signing the proposal shall be typed immediately below the signature.
- The district has submitted multiple proposals.

10. *Key Action Dates*

RFP Available	October 6, 2015
Written Questions/Requests for Clarification Due	October 12, 2015
Proposals Due	November 2, 2015
Proposals Reviewed	November 3-4, 2015
"Notice of Intent to Award Contract"	November 6, 2015
Last day to file protest	November 13, 2015

Contract start date

December 1, 2015

11. *Award of Contract*

- a. Award of the contract, if it is awarded, shall be determined in accordance with Section VI. Evaluation and Selection Process. A notice of the proposed award will be posted in the Internal Operations Division (HR Office) of the Chancellor's Office, California Community Colleges, 1102 Q Street, Sacramento, California, for five working days. Each bidder will be mailed a copy of the notice of the proposed award.

After an award is made, the resulting contract will be executed on a Chancellor's Office Standard Agreement, CCC 213 (Appendix A), and will include the additional contract terms listed herein, or such modifications as the State shall agree is consistent with or necessary to effectuate the purpose of the contract, is not detrimental to the State's interest, and does not allow one competitor an unfair advantage over another.

- b. Any bidder wishing to file a protest against the award decision may do so. The written protest must be filed with the Chancellor's Office of the California Community Colleges, addressed to the Project Monitor, Institutional Effectiveness Division, 1102 Q Street, Suite 4400, Sacramento, CA, 95811-6539, during the five (5) business days in which the *Notice of Intent to Award Contract* is posted.

The written protest must be based on the process and/or procedures utilized in the evaluation of the proposals. The Vice Chancellor of the Institutional Effectiveness Division shall review all information submitted with regards to the protest and render a decision regarding the protest within ten (10) calendar days. The decision of the Vice Chancellor shall be final.

12. *Small Business Preference*

NOTICE TO ALL BIDDERS: Government Code section 14835 et seq. requires that a 5 percent preference be given to bidders who qualify as a small business. The rules and regulations pertaining to this law, including the definition of a small business for the delivery of services, are contained in Title 2, California code of Regulations, section 1896 et seq. A copy of the regulation is available upon request. To claim the small business preference a firm must have its principal place of business located in California, have a complete application (including proof of annual receipts) on file with the State Office of Small and Minority Business, and be verified by the State Office of Small and minority Business. Questions regarding

the preference approval should be directed to that Office at (916) 323-5478.

If you are claiming preference as a small business, indicate that preference on the cover letter to the proposal and include a copy of supporting documentation from the State Office of Small and Minority Business. Those bidders that do not provide supporting documentation will not receive small business preference.

B. Contractual Information

The sample contract form, Standard Agreement, CCC 213, used by the Chancellor's Office is attached to this RFP (Appendix A).

1. Standard Agreement Terms and Conditions

Standard Agreement terms and conditions are contained in Appendix A.

2. Modification of Contract Terms

To comply with the requirements of competitive bidding procedures, the contractual terms must be fixed prior to the submission of a proposal; no negotiation is permissible after that time. It is required, therefore, that proposed contract modifications be submitted to the Chancellor's Office no later than the due date for questions, as stated in the schedule in Section V. The proposed terms must be submitted in writing and must contain reasons for each proposed change. The proposed terms must not contain any identification of proposed goods or cost data. The Project Monitor will notify the Proposer as to which, if any, terms and conditions are acceptable to the Chancellor's Office and will arrange an appropriate meeting at a mutually satisfactory time to resolve any differences.

It is essential that the Proposer's proposed changes be acceptable to the Chancellor's Office prior to the final proposal submission date. Such acceptance does not relieve the Proposer of providing other necessary information required in the contract. If a proposal contains unapproved contract language, the potential for proposal rejection is substantially increased.

Approved contract language that is not proprietary to the bidder will be available to all bidders prior to the final due date.

C. Other Information

1. Disposition of Proposals

All materials submitted in response to this RFP will become the property of the State of California. All proposals and all evaluation and scoring sheets shall be available for public inspection at the conclusion of the committee scoring process. Materials may be returned only at State's option and at the competitor's expense. One copy of the proposal shall be retained for official State files.

2. *Proprietary Data in Proposal*

- a. A proposal may include proprietary data that the Proposer does not want disclosed to the public or used by the State for any purpose other than proposal evaluation. However, unless proprietary data is identified, the Chancellor's Office cannot assume responsibility for the use of such data. Therefore, proprietary data should be identified specifically as such on every page where the same may be contained, in which event, it will be used by the Chancellor or his designated representatives, including staff and consultants, solely for the purpose of evaluating the proposal. In such case, reasonable care will be exercised so that the data so identified will not be disclosed or used without the Proposer's permission, except to the extent provided in any resulting contract or the extent required by law. This restriction does not limit the State's right to use or disclose any data contained in the proposal if it is obtainable from another source or from the Proposer on another occasion previously, without restriction.

In any event, the State cannot accept legal liability for the accidental disclosure of such data, even if it is marked. After the award of the contract, all information in the proposal of the contractor who has been selected becomes public record, available upon request. The only exception shall be with respect to "proprietary data," as defined in Contract Terms and Conditions (Appendix A). Exhibit D, provision 10 Provisions Relating to Data. With respect to alleged proprietary data, the Chancellor's Office may, in its discretion, require a contractor to submit an application for confidentiality in the manner prescribed in section 2505 of title 20 of the California Code of Regulations.

- b. For contractual provisions regarding proprietary data that may be used in performance, see Appendix A.

3. *State Use of Replies*

The State has the right to use any or all ideas or concepts presented in any proposal. Selection or rejection of the proposal does not affect this right.

4. *Contact for Information*

Oral communications of State officers and employees concerning the RFP shall not be binding on the State.

Inquiries concerning this RFP are to be directed to:

Jeff Spano, Dean of Institutional Effectiveness
Chancellor's Office, California Community Colleges
1102 Q Street, Suite 4400
Sacramento, CA 95811-6539
(916) 327-7252 Fax. (916) 324-6701
e-mail: jspano@cccco.edu

5. *Modification or Withdrawal of Proposals*

Any proposal may be withdrawn or modified by written request of the Proposer that is received by the Chancellor's Office at the above address before the time and date set for receipt of proposals. However, in order to be considered, the modified proposal must be received by the time and date set for receipt of proposals.

6. *Right to Reject Any or All Proposals*

It is the policy of the Board of Governors not to solicit proposals unless there is a bona fide intention to award a contract. In the rare cases where solicitation for informational and planning purposes is intended, the document will so indicate. However, without limitation by reason of the foregoing explanation, the Board of Governors reserves the right to reject any or all proposals, cancel the bid, and request clarification of information submitted by any respondent, and may waive any immaterial deviation or defect in a proposal. The waiver of an immaterial defect or deviation shall in no way modify RFP documents or excuse the respondent from full compliance with RFP specifications if he/she is awarded the contract.

VI. EVALUATION AND SELECTION PROCESS

A. Steps of Evaluation and Selection

1. It is anticipated that Chancellor's Office staff with some outside reviewers will comprise the evaluation team to review all proposals.
2. Each proposal will be dated as it is received, and verified that it is properly sealed. Proposals will remain confidential until the review process begins.
3. The evaluation team will evaluate each proposal to determine how responsive it is to the specific requirements contained in the RFP. The submission requirements identified in Section VII are mandatory, and failure to comply may be deemed grounds for automatic rejection.
4. The evaluation team will review and score the responsive proposals, using scoring criteria identified in paragraph B.
5. If the evaluation team, during the evaluation process, is unable to assure itself of the respondent's ability to perform under the contract, if awarded, the evaluation team has the option of requesting from the respondent any information that it deems necessary to determine the respondent's qualifications. The respondent will be notified if such information is required and will be permitted three working days to submit the information required. If the information submitted by the respondent is insufficient to satisfy the evaluation team as to the respondent's suitability, the evaluation team may ask for additional information or reject the proposal. The evaluation team's determination of the respondent's qualifications shall be final.
6. Presentations and/or interviews may be scheduled with the respondents whose proposal achieved a passing score of 75 points or higher. Presentations and interviews for passing respondents, if needed, will be conducted on **Thursday, November 5, 2015** by phone. Presentations and interviews are not intended to take more than one hour per respondent. The respondent should make certain that key project staff are available for this component of the evaluation process. The presentations and interviews are designed to allow the evaluation team to assess necessary communication skills for the contract and to clarify specific points within the written proposal. Additional materials will not be accepted during this phase of the evaluation. Respondents will be informed of their exact interview time after 3:00 p.m. on Wednesday, November 4, 2015. Respondents who do not achieve a passing score of at least 75 points will also be notified, so that presentation and interview responsibilities can be relieved.
7. Presentations and interviews are conducted and evaluated by the members of the evaluation team. If responses to questions materially affect the evaluation team's determination of the respondent's understanding, methodology, or qualifications, the evaluation team may

rescore any written proposal, as long as the rescoring is clearly indicated on the evaluation form and the reasons for the rescoring are documented by the Contract Manager and approved by the evaluation team.

B. Scoring Criteria

All proposals will be evaluated and ranked on the basis of the following categories:

1. Demonstrated understanding of the problems, issues, and required tasks:
 - a. Identification of required tasks 5
 - b. Clarity and completeness of proposal 5
 - c. Soundness and feasibility of proposed methods and workplan. 10
 - d. Demonstrated understanding of the structure and complexity of the California Community Colleges and the role this Initiative is intended to play within the system. 10
2. Qualifications, experience, and abilities of assigned staff to complete identified tasks and workplan:
 - a. Assigned staff's knowledge, background, and experience in administering large, multifaceted contracts 15
 - b. Demonstrated capacity of the district and assigned staff to administer this contract in terms of working with the Chancellor's Office, executing numerous subcontracts in a timely manner, fiscal capacity, and ability to effectively monitor subcontractors. 30
3. Budget: The total estimated costs for administering the grant (see III. Proposal Format; B. VII.) 25

In summary, the most competitive proposals will be those that best demonstrate the district's understanding of the scope of the RFP; its capacity to administer the contract (including executing and monitoring numerous subcontracts, and making timely payments to subcontractors in accordance with the cost and payments sections of Exhibit B); and can perform these requirements within a reasonable total cost.

C. Notification of Intent to Award

Notification letters will be sent to all participating respondents indicating whether their proposal was selected. Also, a “Notice of Intent to Award Contract” will be posted in the Chancellor’s Office for five (5) working days. If a protest is entered during the posting period, the contract will not be awarded until the protest is withdrawn or the Vice Chancellor of Institutional Effectiveness decides the matter. If there is no protest, the contract will be officially awarded on December 1, 2015.

D. Final Award

The contract shall be awarded to the responsible bidder with the highest score.

VII. REQUIRED SUBMITTALS

Each proposal must contain the following items and must be received in the Chancellor’s Office no later than **5:00 p.m. on Monday, November 2, 2015.**

An original (including cover letter) and ten (10) copies of the proposal.

Proposals should be addressed to:

Jeff Spano, Dean of Institutional Effectiveness
Chancellor’s Office, California Community Colleges
1102 Q Street, Suite 4400
Sacramento, CA 95811-6539
(916) 327-7252 Fax. (916) 324-6701



Appendix A

Contract Terms and Conditions

Standard Agreement (Information Copy Only)
(Exhibit A through D)

Contractor Certification Clauses (Information Copy Only)
(Exhibit H)

CONTRACT TERMS AND CONDITIONS

The terms and conditions set forth below are the contractual legal provisions that will be included as part of the contract and are not subject to modification or deletion except as the State shall agree is necessary to carry out the purpose of the contract, is not detrimental to the State's interest, and does not allow one competitor an unfair advantage over another.

Any proposed contract modifications by a recipient of this RFP must be submitted to the Project Monitor no later than the due date for questions and requests for clarification, as shown in subsection A.4. Requests for changes or additions to these legal provisions will be rejected if they do not comply in substance with all material requirements of the RFP, are contrary to the best interests of the State, or are in opposition to State policy.

Exhibit A Scope of Work

1. *Services*

Contractor agrees to provide to the Chancellor's Office of the California Community Colleges (hereinafter referred to as the Chancellor's Office) the services specified in section II (Scope) of the Request for Proposal, Exhibit E, and in the Contractor's Proposal, Exhibit F, and as further described herein. Both Exhibits are attached hereto and by reference made a part of this Agreement.

2. *Contractor's Project Manager and Key Personnel*

Substitution of Contractor's Project Manager, as indicated in provision 2 above, or Contractor's key personnel, as indicated in the Contractor's Proposal (Exhibit F), may not be made without the prior written approval of the Chancellor's Office Project Monitor.

3. *Chancellor's Office Project Monitor*

The Project Monitor is responsible for overseeing the project as a whole, and any questions or problems relating to the project should be directed to the Project Monitor. If necessary, the Chancellor's Office may change the Project Monitor by written notice sent to the Contractor.

4. *Chancellor's Office Contract Manager*

The Chancellor's Office may change the Contract Manager by written notice given the Contractor. Any questions relating to the terms or conditions of the Agreement document should be addressed to the Contract Manager.

Exhibit B
Budget Detail and Payment Provisions

1. *Cost and Payments*

- a. In consideration of satisfactory performance of this Agreement, the Chancellor's Office agrees to pay the Contractor costs in accordance with the Contractor's Price Bid, Exhibit G, which is also attached hereto and by reference made a part of this Agreement.
- b. The total amount payable under this Agreement shall not exceed the maximum amount of this Agreement, specified on the face page of this Agreement. Payment shall be made monthly in arrears upon receipt of an invoice, in triplicate, specifying this Agreement Number and the expenditures for the period covered. Ten percent of the total contract amount shall be withheld pending the submittal and approval of the final report and/or final deliverables. No payments shall be made without the written approval of the Project Monitor and the Executive Vice Chancellor, or her/his designee. Such approval is contingent upon the Project Monitor's approval of the progress the Contractor has made within each respective invoicing period.

2. *Budget Changes*

Changes in budget line item amounts which are up to and including ten percent of the total budget amount may be made with the prior written approval of the Project Monitor. Changes in budget line item amounts which are greater than ten percent of the total budget amount may be made only through a written and duly executed amendment to this Agreement.

3. *Budget Contingency Clause*

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of state or federal funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after the determination was made.
- b. It is mutually agreed that if the state or federal budget for the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the Chancellor's Office shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

- c. If funding for any fiscal year is reduced or deleted by the state or federal budget for purposes of this program, the Chancellor's Office shall have the option to either cancel this Agreement with no liability occurring to the Chancellor's Office, or offer an Agreement Amendment to Contractor to reflect the reduced amount.
- d. Contractor shall inform any subcontractor that any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.
- e. In addition, this Agreement is subject to any additional restrictions, limitations or conditions enacted in the state or federal budget and/or laws and Executive Orders that may affect the provisions, term, or funding of this Agreement in any manner.

4. *Fiscal Reports*

Contractor shall furnish detailed itemization of and retain all records relating to direct expenses reimbursed to Contractor hereunder and to hours of employment on this Agreement by any employee of Contractor for which the Chancellor's Office is billed.

Invoices for services rendered are to be delivered to the Accounting Office, California Community Colleges, 1102 Q Street, Suite 4400, Sacramento, CA 95811-6539.

5. *Prompt Payment Clause*

Payment will be made in accordance with, and within the time specified in, chapter 4.5 of part 3 of division 3.6 of title 1 of the Government Code, commencing with section 927.

Exhibit C
General Terms and Conditions

1. *Amendment*

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

2. *Assignment*

Contractor may not transfer by assignment or novation the performance of this Agreement or any part thereof except with the prior written approval of the Project Monitor. Nor may Contractor, without the prior written consent of the Project Monitor, assign any other right that the Contractor may have under this Agreement. Each assignment that is approved by the Project Monitor shall contain a provision prohibiting further assignments to any third or subsequent tier assignee without additional written approval by the Project Monitor. The Project Monitor's consent to one or more such assignments or novations shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent assignment or novation.

3. *Audit*

Contractor agrees that the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code, § 8546.7; Pub. Contr. Code §§ 10115 et seq.; Cal. Code Regs., tit. 2, § 1896.)

4. *Indemnification*

Contractor agrees to indemnify, defend and save harmless the State, the Board of Governors of the California Community Colleges, the Chancellor's Office, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all employees, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

5. *Dispute*

In the event of a dispute, Contractor agrees to file a "Notice of Dispute" with the Chancellor's Office, California Community Colleges, within ten (10) days of discovery of the problem. Within ten (10) days, the Chancellor or his or her

designee shall meet with Contractor and the Project Monitor for purposes of resolving the dispute. The decision of the Chancellor shall be final.

In the event of a dispute, the language contained in Exhibits A through D of this Agreement shall prevail over any other language including that contained in any other Exhibits.

Contractor shall continue with the responsibilities under this Agreement during any dispute.

6. *Termination*

- a. **Bankruptcy.** In the event proceedings in bankruptcy are commenced against the Contractor, Contractor is adjudged bankrupt or a receiver is appointed and qualifies, then the Chancellor's Office may terminate this Agreement and all further rights and obligations hereunder, by giving five days notice in writing in the manner specified herein. It is recognized by the parties that equipment purchased by Contractor or the Chancellor's Office for this project shall have lien rights held in the name of the Chancellor's Office, which shall retain lien rights until the Contractor either returns said equipment to Chancellor's Office or purchases it as is provided by the terms of this Agreement.
- b. **Termination Option.** The Chancellor's Office may, at its option, terminate this Agreement at any time upon giving (30) days' advance notice in writing to Contractor in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. In such event, the Chancellor's Office shall pay Contractor for all satisfactory services rendered and expenses incurred prior to such termination which could not by reasonable efforts of Contractor have been avoided, but not in excess of the maximum payable under this Agreement. In such event, Contractor agrees to relinquish possession of equipment purchased for this project to the Chancellor's Office or Contractor may, with approval of the Chancellor's Office, purchase said equipment as provided by the terms of this Agreement.
- c. **Event of Breach.** In the event of any breach of this Agreement, the Chancellor's Office may, without any prejudice to any of its other legal remedies, terminate this Agreement upon five days' written notice to the Contractor. In the event of such termination the Chancellor's Office may proceed with the work in any manner deemed proper by the Chancellor's Office. The cost to the Chancellor's Office shall be deducted from any sum due the Contractor under this Agreement, and the balance, if any, shall be paid to the Contractor upon demand. Whether or not the Chancellor's Office elects to proceed with the project, Chancellor's Office shall pay Contractor only the reasonable value of the services theretofore

rendered by Contractor as may be agreed upon by the parties or determined by a court of law.

- d. **Gratuities.** The Chancellor's Office may, by written notice to the Contractor, terminate the right of Contractor to proceed under this Agreement if it is found, after notice and hearing by the Chancellor's Office or his or her duly authorized representative, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the Chancellor's Office with a view toward securing a contract or agreement or securing favorable treatment with respect to awarding or amending or making a determination with respect to the performance of such contract or agreement.

In the event this Agreement is terminated as provided herein, Chancellor's Office shall be entitled to (1) pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and (2) exemplary damages in an amount which shall be not less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee, as a penalty in addition to any other damages to that it may be entitled by law.

The rights and remedies of Chancellor's Office provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

7. *Independent Status of Contractor*

The Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California or the Chancellor's Office.

8. *Recycled Paper Certification*

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in Public Contract Code sections 12161 and 12200, in materials, goods, or supplies offered, or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in Public Contract Code sections 12161 and 12220. Contractor may certify that the product contains zero recycled content. (Pub. Contr. Code, §§ 10233, 10308.5, 10354.)

9. *Nondiscrimination Compliance*

- a. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), age (over 40), marital status, denial of family care leave, sexual orientation, political affiliation, or position in a labor dispute. Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- b. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- c. Contractor and its subcontractors shall also comply with the provisions of Government Code sections 11135-11139.5, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code Regs., tit. 5, §§ 59300 et seq.).
- d. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

10. *Certification Clauses*

The Contractor Certification Clauses contained in Chancellor's Office form CCC-1005 are hereby incorporated by reference and made a part of this Agreement by this reference, and are attached hereto as Exhibit H.

11. *Timeliness*

Time is of the essence in this Agreement.

12. *Compensation*

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

13. *Governing Law*

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

14. *Antitrust Claims*

The Contractor, by signing this agreement, hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirement of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of section 16750 of the Business and Professions Code. (Gov. Code, §4550(a).)
 2. "Public purchasing body" means the State or the subdivision or agency making a public purchase. (Gov. Code, §4550(b).)
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (chapter 2 (commencing with section 16700) of part 2 of division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. (Gov. Code, § 4552.)
- c. If the awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble

damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (Gov. Code, § 4553.)

- d. Under demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (Gov. Code § 4554.)

15. *Child Support Compliance Act*

For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code section 7110, that:

- a. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in chapter 8 (commencing with section 5200) of part 5 of division 9 of the Family Code; and
- b. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

16. *Unenforceable Provision*

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provision of this Agreement have force and effect and shall not be affected thereby.

17. *Priority Hiring Considerations*

If this Agreement includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code sections 11200 in accordance with Public Contract Code section 10353.

Exhibit D
Special Terms and Conditions

1. *Excise Tax*

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The Chancellor's Office will pay for any applicable State or California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. *Subcontracts*

- a. The Contractor agrees to obtain the written approval of the Project Monitor prior to the selection of subcontractor(s) to perform the services under this Agreement, at which time the Chancellor's Office will inform the Contractor of any applicable legal requirements regarding disabled veteran business enterprise participation requirements and the use of a the Request for Proposals primary or two-tier method. Subcontractors specifically identified in this Agreement or the Exhibits attached hereto and which are secured in accordance with applicable legal requirements are deemed to be approved upon execution of this Agreement.
- b. In any event, any additional subcontractor(s) retained by the Contractor shall be selected using procedures reasonably calculated to ensure that cost shall be given substantial weight in the selection process, and that the selected subcontractor is the best qualified party available to provide the required services. Upon request, Contractor shall furnish evidence of compliance with this provision to the Project Monitor. Contractor shall immediately notify the Project Monitor in the event that any subcontract is terminated.
- c. All subcontracts shall contain a provision prohibiting any third or subsequent tier subcontracts without additional written approval by the Project Monitor.
- d. The Project Monitor's consent to one or more subcontracts shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent subcontract.
- e. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Chancellor's Office and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the Chancellor's Office for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by

Contractor. Contractor's obligation to pay its subcontractors is independent from the obligation of the Chancellor's Office to make payments to the Contractor. As a result, the Chancellor's Office shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

3. *Subcontract Payments*

Contractor shall obtain the written approval of the Project Monitor and the Executive Vice Chancellor, or his/her designee, before making payments under this Agreement to any subcontractors.

4. *Notice*

Any notice to either party which is required or permitted to be given under this Agreement shall be given by certified mail properly addressed, postage fully prepaid to the address beneath the name of each respective party. Such notice shall be effective when received, as indicated by post office records, or if deemed undeliverable by post office, such notice shall be postponed 24 hours for each such intervening day.

5. *Interpretation*

In the interpretation of this Agreement, any inconsistencies between the terms of Exhibits A through D and the language of any other Exhibit or document shall be resolved in favor of the terms of Exhibits A through D.

6. *Reports*

a. **Monthly Progress Reports.** Except as otherwise specified by the Chancellor's Office, Contractor shall provide a progress report in writing at least once quarterly to the Project Monitor. Each progress report shall include, but not be limited to, a statement that the Contractor is or is not on schedule, and any pertinent reports or interim findings. Contractor shall discuss any difficulties or special problems so that remedies can be developed as soon as possible. Contractor shall provide four copies by the tenth of the month following the month to which it relates.

b. **Final Report.** By December 30, 2016, Contractor shall provide the Project Monitor a comprehensive Final Report, a brief summary of same, and a brief (200 words or less), factual abstract of the final report.

1. Summary. The summary shall include a statement of the problem, techniques used to solve the problem, conclusions of the problem, and any additional follow-up or ongoing recommendations. The summary shall be prepared in language and structure easily understood by members of the public who may have limited

technical background. Contractor shall provide the State with ten (10) copies and a reproducible master.

2. Abstracts. Contractor shall provide a brief (200 words or less), factual abstract of the most significant information contained in the report.

Contractor shall meet with the Chancellor's Office staff to present the findings, conclusions, and recommendations. Both the final meeting and the final report must be completed on or before the date specified above for submission of the final report.

The Contractor shall be available from December 31, 2016, to and including January 31, 2017, to answer question pertaining to the Final Report and/or revise the Final Report.

- c. The Chancellor's Office reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Agreement and authorize others to use or reproduce such materials.
 - d. All reports are to be delivered to the Project Monitor, Chancellor's Office, California Community Colleges, 1102 Q Street, Sacramento, CA 95811-6539
 - e. Any document or written report prepared, in whole or in part, by Contractor or subcontractors, shall contain the numbers and dollar amounts of this Agreement and all subcontracts relating to the preparation of such document or written report. The Agreement and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. (Gov. Code, § 7550(a).)
 - f. When multiple documents or written reports are the subject or product of this Agreement, the disclosure section must also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. (Gov. Code, § 7550(b).)
7. *Copyright and Intellectual Property*
- a. Contractor agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, and/or trademarks or servicemarks first created, developed or produced pursuant to this Agreement, whether by Contractor or subcontractors, shall be and are Work for Hire. All subcontracts shall include a Work for Hire provision by which all materials, procedures, processes, machines, and trademarks or servicemarks produced as a result of this Agreement shall be Work for Hire. All right, title, and interest in and to the

Work first developed under this Agreement or under any subcontract shall be assigned and transferred to the Chancellor's Office. This Work for Hire agreement shall survive the expiration or early termination of this Agreement.

- b. The copyright for all materials first produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office. Contractor, and all subcontractors and others that produce copyright materials pursuant to this Agreement, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office. The Chancellor's Office shall acknowledge Contractor or its subcontracts, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office will license such copyrighted work with a Creative Commons CC BY license. The license will allow contractor or its subcontractors, if any, to reproduce and disseminate copies of such work, provide the licensee agrees not to permit infringement of the copyright by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement.
- c. All materials first developed in draft and in final form pursuant to this Agreement shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.," followed by the year created; and the words "Chancellor's Office, California Community Colleges." In addition, all such materials shall bear the Creative Commons CC BY symbol below. Acknowledgment may be given to Contractor or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office or Contractor that the copyright be registered with the U.S. Copyright Office, Contractor will be responsible for applying for, paying the filing fees for, and securing said copyright.



- d. All technical communications and records originated or first prepared by Contractor or its subcontractors, if any, pursuant to this Work for Hire agreement including papers, reports charts, computer programs, and technical schematics and diagrams, and other documentation, but not including Contractor's administrative communications and records relating to this Agreement, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.
- e. If it is deemed necessary by either the Chancellor's Office or Contractor that a patent be obtained from the U. S. Patent and Trademark Office for

any invention, process, machine, manufactures, or composition of matter, Contractor will be responsible for applying for, paying the filing fees for, and securing said patent. All patents for inventions, processes, machines, manufactures, or compositions of matter developed pursuant to this Agreement shall be issued to the "Chancellor's Office, California Community Colleges." All products and references to patents shall be marked and designated as such as required by law. Acknowledgment may be given to Contractor or the actual inventor(s) in an appropriate manner. The Chancellor's Office agrees to grant a nonexclusive license for such intellectual property to Contractor. Said license shall include the right to use the patent for inventions, processes, machines, manufactures, or compositions of matter derived from those created under this Agreement.

- f. All trademarks and servicemarks first created, developed or acquired pursuant to this Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or Contractor that a trademark or servicemark be registered with state or federal agencies, Contractor will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Agreement shall be issued to the "Chancellor's Office, California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Agreement to Contractor.
- g. In connection with any license granted pursuant to the preceding paragraphs, Contractor agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Contractor may with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.
- h. Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, and trademarks or servicemarks created, developed or produced pursuant to this Agreement by subcontractors that create works for this Agreement for Contractor are for and are the property of the Chancellor's Office. Contractor shall obtain an acknowledgement of the work for hire performed by these subcontractors that produce intellectual property pursuant to this Agreement, and all rights, title, and interests in such property shall be assigned to the Chancellor's Office from all subcontractors. Contractor shall incorporate the above applicable paragraphs, modified appropriately, into its agreements with subcontractors that create works for this Agreement. No unpaid volunteer or other person shall produce copyright

materials under this Agreement without entering into a subcontract between such person(s) and Contractor giving the Chancellor's Office the foregoing rights in exchange for the payment of the sum of at least one dollar (\$1).

8. *Public Hearings*

If public hearings on the subject matter dealt with in this Agreement are held during the period of the Agreement, Contractor will make available the personnel assigned to this Agreement for the purpose of testifying. Chancellor's Office will reimburse Contractor for compensation and travel of said personnel at the contract rates for such testimony as may be requested by Chancellor's Office.

9. *Confidentiality of Data and Reports*

- a. To the extent permissible by law, Contractor will not disclose data or disseminate the contents of the final or any preliminary report without the express written permission of the Project Monitor.
- b. Permission to disclose information on one occasion or public hearings held by the Chancellor's Office relating to the same shall not authorize Contractor to further disclose such information or disseminate the same on any other occasion.
- c. Contractor will not comment publicly to the press or any other media regarding its report, or the actions of the Chancellor's Office on the same, except to the Chancellor's Office staff, Contractor's own personnel involved in the performance of this Agreement, or at a public hearing, or in response to questions from a legislative committee.
- d. If requested by Chancellor's Office, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by Chancellor's Office with evidence thereof.
- e. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and nondisclosure of the same.

10. *Provisions Relating to Data*

- a. "Data" as used in this Agreement means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may for example, document research or experimental, developmental or engineering work, or be used to define a design or process or to support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical

models, collections or extrapolations of data or information, etc. It may be in machine form such as punched cards, magnetic tape or computer printouts, or may be retained in computer memory.

- b. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this Agreement, and which Contractor has reasonably demonstrated as being of a proprietary nature either by reason of copyright, patent or trade secret doctrines in full force and effect at the time when performance of this Agreement is commenced. The title to "proprietary data" shall remain with the Contractor throughout the term of this agreement and thereafter. As to "proprietary data," the extent of Chancellor's Office access to the same and the testimony available regarding the same shall be limited to that reasonably necessary to demonstrate in a scientific manner to the satisfaction of scientific persons the validity of any premise, postulate or conclusion referred to or expressed in any deliverable hereunder.
- c. "Generated data" is that data that a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at the expense of the Chancellor's Office, together with complete documentation thereof, shall be treated hereunder in the same manner as "generated data." "Generated data" shall be the property of the Chancellor's Office unless and only to the extent that it is specifically provided otherwise herein.
- d. "Deliverable data" is that data which under the terms of this Agreement is required to be delivered to the Chancellor's Office and shall belong to the Chancellor's Office.
- e. As to "generated data" which is reserved to Contractor by the express terms hereof and as to any preexisting or "proprietary data" which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, Contractor shall preserve the same in a form which may be introduced as evidence in a court of law at Contractor's own expense for a period of not less than three years after receipt by the Chancellor's Office of the final report herein.
- f. Prior to the expiration of such time and before changing the form of or destroying any such data, Contractor shall notify Chancellor's Office of any such contemplated action and Chancellor's Office may, within 30 days after said notification, determine whether it desires said data to be further preserved. If Chancellor's Office so elects, the expense of further preserving said data shall be paid for by the Chancellor's Office. Contractor agrees that Chancellor's Office may at its own expense have

reasonable access to said data throughout the time during that said data is preserved. Contractor agrees to use his or her best efforts to furnish competent witnesses or to identify such competent witnesses to testify in any court of law regarding said data.

11. *Ownership of Data*

Data developed for this Agreement shall become the property of the Chancellor's Office. It shall not be disclosed without the permission of the Project Monitor. Each report shall also become the property of the Chancellor's Office and shall not be disclosed except in such manner and such time as the Project Monitor may direct.

12. *Approval of Deliverables*

- a. Each deliverable to be provided under this Agreement shall be submitted to and approved by the Project Monitor. All products, documents and published materials, including multimedia presentations, shall be approved by the Project Monitor prior to distribution.
- b. All products resulting from this Agreement or its subcontracts in whole or in part shall reference the Chancellor's Office, California Community colleges and the specific funding source.
- c. All references to the project shall include the phrase, "funded in part by the Chancellor's Office, California Community Colleges."

13. *Waiver*

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the Chancellor's Office to enforce at any time any of the provisions of this agreement, or to require at any time performance by Contractor of any of the provisions, therefore, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this agreement or any part thereof or the right of Chancellor's Office to thereafter enforce each and every such provision.

14 *Work by Chancellor's Office Personnel*

Staff of the Chancellors Office will be permitted to work side by side with Contractor's staff to the extent and under conditions that may be directed by the Project Monitor. In this connection, staff of the Chancellor's Office will be given access to all data, working papers, subcontracts, etc., which Contractor may seek to utilize.

Contractor will not be permitted to utilize staff of the Chancellor's Office for the performance of services that are the responsibility of Contractor unless such utilization is previously agreed to in writing by the Project Monitor and any appropriate adjustment in price is made. No charge will be made to Contractor for the services of employees of the Chancellor's Office while performing, coordinating or monitoring functions.

15. *Changes in the Timing of Performance of Tasks*

The timing for performance of the tasks may be changed by written approval of the Project Monitor. However, the date for completion of the Agreement and the total Agreement price, as well as all other terms not specifically excepted, may only be altered by formal amendment of this Agreement.

16. *Travel and Per Diem*

- a. For purposes of payment, Contractor's headquarters shall be the city designated in the signature block. Travel outside the State of California shall not be reimbursed without the prior written authorization of the Project Monitor, or unless otherwise expressly so provided in the terms of this Agreement.
- b. The travel and per diem rates allowed for Contractor, staff, and subcontractors shall be those currently set forth by the Department of General Services (see State Administrative Manual (SAM) chapter 0700 and Appendix (Travel Guide, S-1)) and Department of Personnel Administration (DPA) Rules (Cal. Code Regs., §§ 599.615, et seq.). These Rules are subject to change at any time. Travel expenditures not listed in the DPA Rules cannot be reimbursed. necessary to the performance of this contract, Contractor shall be reimbursed as follows:
- c. Contractor must use the Contractor's formally printed invoice or letterhead, and must sign and date the claim prior to submission to the Chancellor's Office for payment.
- d. Questions regarding reimbursable items and/or limits may be directed to the Chancellor's Office Accounting Administrator at (916) 327-5355.
- e. Itemized invoices, prepared in triplicate, stating Agreement number and social security number or federal identification number, shall be submitted to:

Accounting Unit
Chancellor's Office
California Community Colleges
1102 Q Street,
Sacramento, CA 95811-6539

17. *Captions*

The clause headings appearing in this agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.

18. *Accessibility for Persons with Disabilities*

By signing the Contractor's Certification (Chancellor's Office form CCC-1005, attached hereto as Exhibit H), Contractor agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. In addition, by signing this Agreement, Contractor further agrees to the following:

- a. Contractor shall, upon request by any person, make any materials produced with funds pursuant to this Agreement available in Braille, large print, electronic text, or other appropriate alternate format. Contractor shall establish policies and procedures to respond to such requests in a timely manner.
- b. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Contractor, whether purchased, leased or provided under some other arrangement for use in connection with this Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.
- c. Design of Registry website shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>) or similar guidelines developed by the Chancellor's Office.
- d. Contractor shall respond, and shall require its subcontractor to respond to and resolve any complaints regarding accessibility of its products and services as required by this section.
- f. Contractor and its subcontractors shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.
- g. Contractor shall incorporate the requirements of this section into all subcontracts.

19. *Eligibility for Noncitizens*

Funds provided under this Agreement shall only be used to employ, contract with, or provide services to citizens of the United States or noncitizens who are eligible to receive public benefits pursuant to Section 401 (with respect to federally funded activities) or Section 411 (with respect to state funded activities) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193. codified at 42 U.S.C. §§ 601 and 611, respectively). Contractor certifies that all of its employees and/or subcontractors are qualified pursuant to these provisions.

20. *Performance Evaluation*

If this Agreement involves Consultant Services, the performance of the Contractor shall be evaluated by the Project Monitor on a "Contract/Contractor Evaluation" form Std. 4. If the performance is unsatisfactory, the Contractor will be allowed to prepare a statement defending Contractor's performance. This statement must be received by the Project Monitor within thirty (30) days after Contractor's receipt of the evaluation.

The evaluation form and any related material will be kept on file at the Chancellor's Office.

21. *Commissions and Contingency Agreements*

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Chancellor's Office shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

22. *Licenses and Permits*

If the Contractor is an individual, firm or corporation, Contractor must be licensed to do business in California and shall obtain at his/her/its expense all license(s) and permit(s) required by law for accomplished any work required in connection with this Agreement.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary, however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside of

the State of California, you will need to submit to the Chancellor's Office a copy of your business license or incorporation papers for your respective state showing that your company is in good standing in that state.

23. *Standards of Conduct*

In addition of the Conflicts of Interests provisions in the Contractor's Certification (Chancellor's Office form CCC-1005, attached hereto as Exhibit H), Contractor hereby assures that, in administering this Agreement, it will comply with the standards of conduct hereinafter set out, as well as the applicable state laws concerning conflicts of interests, in order to maintain the integrity of the Agreement and to avoid any potential conflicts of interests in its administration.

- a. Every reasonable course of action will be taken by Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Agreement will be administered in an impartial manner. The Contractor, and its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, or special interest.
- b. **Conducting Business with Relatives.** No relative by blood, adoption, or marriage of any officer or employee of Contractor will receive favorable treatment in the award of subcontracts or in educational or employment opportunities funded by this Agreement.
- c. **Conducting Business Involving Close Personal Friends and Associates.** In administering this Agreement, officers and employees of Contractor will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.
- d. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Agreement, officers and employees of Contractor will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.
- e. Contractor shall not enter into any subcontract of the types described below and any such agreement which may be executed in null and void and of no force or effect.
 1. A former state employee (including a Chancellor's Office employee, or a district employee who worked for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract under this Agreement with Contractor if that employee was

engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Agreement while employed by the state. (Gov. Code, §§ 1090, et seq.; and 87100.)

2. A current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract with Contractor, with the exception of rank-and-file employees of the California State University and the University of California. (Pub. Contr. Code, § 10410.)
3. The spouse or immediate family of a current Chancellor's Office employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) may not enter into a subcontract with Contractor if the Chancellor's Office employee or person on an IJE was engaged in the negotiations, transactions, planning, arrangement or any part of the decision making process relevant to this Agreement or the subcontract, or had any influence whatsoever in the making of this Agreement or the subcontract. (Gov. Code, §§ 1090, et seq.; and 87100.)

24. *Statewide or Regional Projects*

If this Agreement involves provision of coordination, technical assistance, or other services for the California Community Colleges system or for a particular region or group of colleges, Contractor agrees to consult regularly with the Project Monitor and representatives of the colleges to be served and to give every reasonable consideration to their views in the conduct of the project.

Contractor shall require all employees, consultants, and subcontractors to disclose any employment or contractual relationships they may have with other colleges being served under a statewide or regional contract or grant. Such relationships are prohibited and shall be promptly terminated unless, after being fully informed of the circumstances, the Project Monitor determines that the services being provided to the other college by the employee, consultant, or contractor are above and beyond or unrelated to those provided under this Agreement.

25. *Surveys*

If this contract involves conducting a survey of community college faculty, staff, students, or administrators, Contractor shall ensure that the survey is developed, administered, tabulated, and summarized by a survey evaluator/specialist. Surveys shall conform to project goals, shall minimize the burden on the group

being surveyed, and shall not collect data already available to the Contractor from the Chancellor's Office or another source.

26. *DVBE Reporting Requirements*

A 3% Disabled Veterans Business Enterprise (DVBE) participation goal has been established for this Agreement. Contractor shall use a Department of General Services' DVBE Participation Reporting Form to submit quarterly reports on DVBE participation. The Contractor will list at the end of each quarter the dates of invoices submitted, amounts of invoices submitted, amounts of invoices paid to the Disabled Veteran Business Enterprise(s), and the DVBE percentage from invoice totals. The completed DVBE Participation Reporting Form will be submitted at the end of each quarter to the following person:

Wendy Lozoya
Contract Manager
Chancellor's Office
California Community Colleges
1102 Q Street, Suite 4400
Sacramento, CA 95811-6539

27. *Domestic Partners*

(Note: If the term of a new or amended contract extends beyond January 1, 2008, contact Legal Affairs to determine what language changes will need to be made regarding domestic partners in order to comply with the requirements of Public Contract Code section 10295.3. We have language in the Contractor Certification Clauses that covers domestic partners that would need to be amended for such contracts.)

Exhibit H

CCC-1005 (Chancellor's Office, California Community Colleges) Contractor Certification Clauses (Rev. 3/04)

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. Statement of Compliance (Nondiscrimination)

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code, § 12990 (a-f) and Cal. Code Regs., tit. 2, § 8103.) (Not applicable to public entities.)

2. Drug-Free Workplace Requirements

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, §§ 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The person's or organization's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation and employee assistance programs; and,
 4. Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:

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1. Receive a copy of the company's drug-free workplace policy statement; and,
2. Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future state contracts or agreements if the Chancellor's Office determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (Gov. Code, §§ 8350 et seq.)

3. National Labor Relations Board Certification

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contr. Code, § 10296.) (Not applicable to public entities.)

4. Contracts or Agreements for Legal Services \$50,000 or More – Pro Bono Requirement

Contractor hereby certifies that Contractor will comply with the requirements of section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Agreement equal to the lesser of either:

- a. 30 multiplied by the number of full time attorneys in the firm's offices in the state, with the number of hours prorated on an actual day basis for any Agreement period of less than a full year; or
- b. 10% of its Agreement with the Chancellor's Office.

Failure to make a good faith effort may be cause for non-renewal of a state contract or agreement for legal services, and may be taken into account when determining the award of future contracts or agreements with the state for legal services.

5. Expatriate Corporations

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code sections 10286 and 10286.1, and is eligible to contract with the State of California.

6. Sweatfree Code Of Conduct

a. For all contracts, Contractor hereby certifies that it will comply with the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and with all other requirements of Public Contract Code section 6108.

b. Contractor hereby certifies that no apparel, garments or corresponding accessories or equipment, material and supplies to be laundered, furnished or produced in whole or in part pursuant to this contract, are the result of sweatshop labor, forced labor or convict labor per Public Contract Code section 6108.

7. Debarment, Suspension, And Other Responsibility Matters

If the Agreement for which this Certification is being executed is funded in whole or in part with federal funds, Executive Order 12549, Debarment and Suspension, and the implementing regulations set forth at 34 Code of Federal Regulations part 85, require that prospective participants in covered transactions, as defined at 34 Code of Federal Regulations part 85, sections 85.105 and 85.110, provide the certification set forth in paragraph a. or the explanation required by paragraph b. below.

a. Contractor certifies that Contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 8(a)(2) of this certification; and
4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

b. Where Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Certification.

8. Domestic Partners

The contractor may elect to offer domestic partner benefits to the contractor's employees in accordance with Public Contract Code section 10295.3. However, the contractor cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the Chancellor's Office.

1. Conflicts of Interests

Contractor needs to be aware of the following provisions regarding current or former state employees, including current or former Chancellor's Office employees or district employees working at the Chancellor's Office on an Interjurisdictional Exchange (IJE). If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the Chancellor's Office must be contacted immediately for clarification.

Current State Employees (Pub. Contr. Code, § 10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contr. Code, § 10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract or agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract or agreement while employed in any capacity by any state agency.
2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract or agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract or agreement within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contr. Code, § 10420.)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contr. Code, § 10430(e).)

2. Labor Code/Workers' Compensation

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor affirms it will comply with such provisions before commencing the performance of the work of this Agreement. (Lab. Code, § 3700.)

3. Americans With Disabilities Act

Contractor assures the Chancellor's Office that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all

applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. §§ 12101 et seq.)

4. Contractor Name Change

An Amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the Chancellor's Office will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

5. Corporate Qualifications to Do Business in California

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in Revenue & Tax Code section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. Resolution

A county, city, district, or other local public body must provide the Chancellor's Office with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. Air or Water Pollution Violation

Under the state laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution. (Gov. Code, § 4477.)

8. Payee Data Record Form (Std. 204)

This form must be completed by all contractors that are not another state agency or other government entity.