REQUEST FOR PROPOSALS

CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR SEARCH

PROPOSAL IDENTIFICATION NUMBER: 15-0064
PROGRAM UNIT: Board of Governors
FUNDING SOURCE: CCCCCO’s General Fund
MAXIMUM FUNDS AVAILABLE: $100,000
PROPOSAL DUE DATE: December 8, 2015
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Vendor Data Record – Std. 204 (This form can be downloaded at: http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf)
The Board of Governors requests proposals related to the selection of a firm to assist in the search for a new Chancellor.

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<td>Board of Governors</td>
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<td>Term of Contract:</td>
<td>January 4, 2016 through June 30, 2016</td>
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<td>Maximum Funds Available:</td>
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<td>Proposals Due:</td>
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I. BACKGROUND AND NEED

The Board of Governors of the California Community Colleges is a seventeen-member body appointed by the Governor with the advice and consent of the state Senate. The Board provides direction and leadership to the community college system and implements state law through the Chancellor.

The Chancellor is appointed by the Board of Governors and is the chief executive officer of the Chancellor’s Office and supervises a staff of approximately 170. Functions performed by the Chancellor’s Office are prescribed by law, and include general responsibility for leadership and coordination, as well as specific functions such as serving as the fiscal agent for appointment of state funds, approving educational programs proposed by the colleges, and reviewing plans for construction projects. The Chancellor’s Office also provides services to the colleges such as maintaining a comprehensive information system; coordinating, following and sponsoring legislation; and providing assistance in the areas of student, program and fiscal services.

The Chancellor, under the direction of the Board of Governors, is currently undertaking a number of key initiatives that the new Chancellor will be responsible for overseeing. Those include:

- The enhancement of student success and closing performance gaps by race and ethnicity, age and gender.
- The restoration of access to system colleges as they recover from the great recession and the resulting rationing of education that saw system enrollment decline by more than 20%.
- A system-wide equity initiative designed to help the employees of the 113 colleges better reflect the diversity of California, and therefore enhance student success.
- The implementation of fifteen Bachelor degree programs at fifteen pilot colleges.
- The enhancement of transfer through the implementation of the Associate Degree for Transfer program with the California State University and the transfer pathways program with the University of California.
- A system-wide discussion regarding the accreditation of all California community colleges, fulfilling the direction of the Board of Governors to recommend a new model early in 2106, and ultimately implementing the resulting changes.

In recent years the importance of the Board of Governors and Chancellor in the development of policy and setting direction for the system has increased. The system has experience a dramatic improvement in funding and corresponding increased expectations for student achievement. The next Chancellor of the System will be chosen at an important time as the Board of Governors, with a significant number of new members, begins to develop a strategic plan for the next decade.

II. SCOPE

During the funding period, the Board of Governors proposes to contract to achieve the following objectives through, but not limited to, the procedures/activities listed.

A. Objectives

The objectives of this proposal are to:

1. Develop a comprehensive procedure for a nationwide search and selection process for a Chief Executive Officer (Chancellor) for the Board of Governors, California Community Colleges.

2. Coordinate activities to recruit potential qualified candidates using advertising and other appropriate measures.

3. Recommend the most qualified candidates to the Chancellor Search Committee.

B. Procedures/Activities

Working with the Board of Governors, the minimum required activities of the Contractor to achieve the above objectives include the following:

1. Participate in a public meeting of the Board of Governors on a date to be determined in the Spring of 2016.
2. Handle all media relations, including notices in professional journals.

3. Conduct position analysis.

4. Assist the Chancellor Search Screening Committee in developing the position description (anticipated to occur between January 11 to 21, 2016).

5. Assist the Chancellor Search Screening Committee in determining criteria for selection.

6. Upon direction by the Chancellor Search Screening Committee, work with Aspen Institute to incorporate technical assistance/advice on the development of position description and selection criteria.

7. Develop appropriate materials describing the system, the position, and the Board of Governors’ selection process and criteria for selection.

8. Handle relationships with professional organizations.


10. Personally interview leading candidates prior to presentation to the Board of Governors.

11. Prepare report and evaluation on those candidates most clearly qualified, which shall include reference checks and degree verification.

12. Work closely with the Interim General Counsel and report frequently to the Board of Governors on all phases of the selection process.

13. Insure the confidential nature of the selection process.

14. Arrange the schedules of the top candidates for interviews by the Board and provide for transportation and expenses of the candidates.

15. Notify all unsuccessful candidates who are not recommended for an interview.

16. Submit a final report addressing all of the items listed above. The final report shall be submitted to the Board of Governors no later than the close of work on a date to be determined by the Board of Governors and Contractor (approximately May 2016). The Board President and Chair of the Chancellor Search Screening Committee
will determine the final form of the report in conjunction with the Contractor.

C. Managerial Responsibilities

The Board of Governors recognizes that the complexity of the contract services to be performed will require close cooperation between the Board of Governors / the Chancellor Search Screening Committee and Contractor's staff.

1. The Board of Governors or designee shall be responsible for the following project management activities:

   - Appoint a Project Monitor (Interim General Counsel) to coordinate the work plans for this project.

   - Approve any changes in the Contractor's staffing for the project after the contract award date.

2. The Contractor, in cooperation with the Board’s Project Monitor, will prepare detailed work plans for each staff member assigned to the project. These work plans will identify the relation of proposed activities to overall project objectives, identify procedures for Board of Governors review, and provide timelines for the completion of the assignments.

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.

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. Include 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. Describe experience in conducting nationwide searches.

4. References: List references and dates for at least five persons placed by this firm, three of whom were placed by the key personnel within the past five years. Include the title of the project or study, addresses and phone numbers, and current affiliation.

5. Governmental Experience: List any experience in contracting with other governmental 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 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 cost of travel.

6. **Overhead**: Specify overhead rate and the basis of application and list all items charged in overhead.

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 as a minimum:

A. Name of firm submitting proposal, its mailing address, telephone number, e-mail address and individual to communicate with if further information is desired. Indicate the location of any California offices.

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 be a rare instance when a corporate contractor, performing within the State, will not be subject to the franchise tax.

Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to do business in California.

C. Identification, by name, of the lead personnel. Contract terms will not permit substitution of lead personnel without approval of the Search Consultant Committee.

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 recency of such work.

The following list describes potential conflicts of interest that must be included in your proposal.

1. A former State employee (including a former employee of the Chancellor’s Office) cannot contract with the Chancellor’s Office:
   - 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.

2. 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,
I. A fully executed Nondiscrimination Compliance Statement, Std. 19 (Attachment 1).

J. A fully executed Drug-Free Workplace Certification, Std. 21 (Attachment 2).

K. A fully executed Vendor Data Record, Std. 204 (Attachment 3).

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 successful 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 the Project Monitor, Thuy Thi Nguyen, with envelope clearly marked “Questions Relating to RFP No.15-0064” or by FAX at (916) 322-9030. To ensure response, questions must be received in writing by the scheduled date given in paragraph 10 of this section. Question and answer sets will be provided to those who have requested the RFP without identifying the submitters.

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 both the question and answer will be kept in confidence. If the State does 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 to the Project Monitor no later than the time and date 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 Statement of Compliance, Std. 19. By signing the Statement of Compliance, 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 (Attachment 1).

- 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 service."

- 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 firm or individual has submitted multiple proposals.

10. **Key Action Dates**

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<td>RFP Available</td>
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<tr>
<td>Written Questions and Requests for Clarification Due</td>
<td>November 24, 2015</td>
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<td>Written Responses Mailed</td>
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<td>Proposals Due</td>
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<td>Required Interviews</td>
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<td>&quot;Notice of Intent to Award Contract&quot;</td>
<td>December 22, 2015</td>
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<tr>
<td>Posted in Internal Operations Division</td>
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<td>Last Day to File Protest</td>
<td>December 29, 2015</td>
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<tr>
<td>Contract Award</td>
<td>January 4, 2016</td>
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11. **Award of Contract**

a. **Award**

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 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 state Standard Agreement, Std. 2 (Attachment 4), 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. Protests

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, Chancellor’s Office, 1102 Q Street, 4th Floor, 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 Project Monitor 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 Project Monitor 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 II, 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, Std. 2, used by the State is attached to this RFP (Attachment 4).

1. Standard Agreement Terms and Conditions
Standard Agreement terms and conditions are contained in Section VIII.

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 subsection A. 10. of this section. 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 Section VIII. Paragraph 25.b. 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 Section VIII.

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:

Project Monitor: Thuy Thi Nguyen, Interim General Counsel
Legal Affairs Division
Chancellor’s Office, California Community Colleges
1102 Q Street, 4th Floor, Suite 4400
Sacramento, California 95811-6539
(916) 445-6272
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, 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. The President and Vice President of the Board of Governors shall 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 will be scheduled with the respondents whose proposals achieved a passing score of 75 points or higher. For purposes of this RFP, bidders certified as small businesses shall have their paper evaluation points increased by 5 percent of the total points awarded to the highest scored bidder who is not certified as a small business.

7. Presentations and interviews for passing respondents will be conducted on Friday, December 18, 2015 in Los Angeles, California. Presentations and interviews are not intended to take more than one hour per respondent. The respondent should make certain that key project staff is 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 contractor 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 12:00 p.m. on Friday, December 11, 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.

8. 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 Project Monitor 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 (30 points):

a. Identification of required tasks 5
b. Clarity and completeness of proposal 5
c. Soundness and feasibility of proposed methods and work plan. 10
d. Demonstrated understanding of the structure and complexity of the California Community Colleges and the responsibilities of its chief executive officer 10

2. Qualifications, experience, and abilities of assigned staff to complete identified tasks and workplan (30 points):

a. Assigned staff’s knowledge, background, and experience in the recruitment of top-level educational administrators for higher education 10
b. Assigned staff’s experience in recruiting efforts for chief executive officers of comprehensive, diverse higher education systems or institutions 5
c. Success of the firm and assigned staff’s efforts seeking out and recruiting well qualified for top administrative positions in higher education from a pool which is diverse in terms of race, ethnicity, gender, disability status, age, and other characteristics. 10
d. Demonstrated experience in seeking out potential candidates and presenting to them the unique challenges and responsibilities of the position 5

3. Price Bid: 30

4. Required Interview: 10
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 Interim General Counsel decides the matter. If there is no protest, the contract will be officially awarded on January 4, 2016.

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 December 8, 2015.

An original (including cover letter) and five (5) copies of the proposal.

An electronic copy emailed.

A fully executed Vendor Data Record, Std. 204.

Proposals should be addressed and emailed to:

Project Monitor: Thuy Thi Nguyen, Interim General Counsel
Legal Affairs Division
Chancellor’s Office, California Community Colleges
1102 Q Street, Suite 4400
Sacramento, California 95811-6539
Phone: (916) 445-6272 Fax: (916) 323-9030
tnguyen@cccco.edu (cc-ing jgonzalez@cccco.edu)
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 Director and Key Personnel

Substitution of Contractor’s Project Director, 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.
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. 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. Such defense and payment will be conditional upon the following.

a. The Chancellor’s Office will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and

b. Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:

1. When substantial principles of government or public law are involved, when litigation might create precedent affecting future Chancellor’s Office operations or liability, or when involvement of the Chancellor’s Office is otherwise mandated by law, the Chancellor’s Office may participate in such action at its own expense with respect to attorneys’ fees and costs (but not liability);

2. The Chancellor’s Office will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and

3. The Chancellor’s Office will reasonably cooperate in the defense and in any related settlement negotiations.

5. Dispute

In the event of a dispute, the parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, 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 which 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 post consumer material as defined in Public Contract Code section 12200, in products, materials, goods, or supplies offered or sold to the state in the performance of this Agreement, regardless of whether the product meets the requirements of Public Contract Code section 12209. With respect to printer or duplication cartridges that comply with the requirements of section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply. (Pub. Contr. Code, § 12205.)
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 ethnic group identification, national origin, religion, creed, age, sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, 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 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 11135-11139.8.

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; venue of any action brought with regard to this Agreement shall be in Sacramento County, Sacramento, 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 of 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
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, 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 though 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 a month 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 __________________, 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 ________________, to and including ________________, 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, Suite 4400, 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, computer programs, computer software, 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, computer programs, computer software, 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 subcontractors, 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, provided 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 Chancellors’ 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 serviemarks 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 serviemark 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 serviemarks 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 serviemarks 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, computer programs, computer software, and trademarks or servemarks 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.
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, Suite 4400  
   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 computer or web-based materials, including instructional materials, shall conform to guidelines of the Web Access Initiative (see [http://www.w3.org/TR/WAI-WEBCONTENT/](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.

e. 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.

i. 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.; 87100, and 87400 et seq.; Cal. Code Regs., tit. 5, §§ 18741.1 and 18747.)

ii. 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.)

iii. 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. **Follow-on Contracts**

a. By signing this Agreement, Contractor certifies that neither the Contractor nor any of its affiliates or subcontractors previously received a consulting services contract from the Chancellor’s Office which resulted in a recommendation by Contractor, its affiliates or subcontractors for the provision of services, procurement of goods or supplies, or any other related action which is now to be provided or performed under this Agreement. (Pub. Contr. Code, § 10365.5.)

b. For purposes of this section, “affiliates” are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.

c. Should the Chancellor’s Office determine, at any time, that the certification contained in paragraph a. is false or inaccurate, the Chancellor’s Office may deem contractor to be in breach of this Agreement and may terminate the Agreement as provided in the Termination provisions of section 6.c. or Exhibit C to the Agreement. However, to the extent permissible by law, the Chancellor’s Office or its designee may waive the restrictions set forth in this section by written notice to the Contractor if the Chancellor’s Office determines their application would not be in the best interest of the Chancellor’s Office.

d. Except as prohibited by law, the restrictions of this section will not apply to a Contractor, including any person, firm, or affiliate, that is awarded a subcontract of a consultant services contract which amounts to more than 10 percent of the total monetary value of the consultant services contract.

e. The restrictions set forth in this section are in addition to conflict of interest restrictions imposed on public Contractors by California law. In the event of any inconsistency, such conflict of interest laws override the provisions of this section, even if enacted after execution of this Agreement.

25. **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.

26. 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.

27. Safety and Accident Prevention

In performing work under this Contract on the premises of the Chancellor's Office, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the Chancellor's Office may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

28. 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
Suite 4400
1102 Q Street
Sacramento, CA 95811-6539
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.

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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:

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. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the Chancellor's Office pursuant to the Contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that it adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the Chancellor's Office, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph a.

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

If the amount of this Agreement equals or exceeds $100,000 or if this Agreement, together with any other contracts Contractor may have the Chancellor’s Office, equals or exceeds $100,000 during any fiscal year, then Contractor certifies that it will provide the same benefits to any employee with a registered domestic partner that it provides to any employee with a spouse in accordance with the provisions of Public Contract Code section 10295.3. For any Agreement not covered by these requirements, Contractor may elect to offer domestic partner benefits to Contractor’s employees in accordance with Public Contract Code section 10295.3. However, Contractor cannot require an employee to cover the costs of providing any benefits that have otherwise been provided to all employees regardless of marital or domestic partner status. (Pub. Contr. Code, § 10295.3(d).)
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.
Appendix B

Attachments as separate documents

Nondiscrimination Compliance Statement, Std. 19

Drug-Free Workplace Certification, Std. 21

Vendor Data Record, Std. 204