REQUEST FOR QUALIFICATIONS # DO160314

EDUCATIONAL MASTER PLAN CONSULTANT SERVICES
AT KERN COMMUNITY COLLEGE DISTRICT
FOR
BAKERSFIELD COLLEGE, CERRO COSO COMMUNITY
COLLEGE AND PORTERVILLE COLLEGE

PROPOSAL SUBMISSION DEADLINE

Proposals submitted by: 2:00 p.m. (Pacific Standard Time)
Date: March 14, 2016

Proposals must be received by the due date and time to be considered.

Delivered to:
Kern Community College District
2100 Chester Avenue
Bakersfield, California 93301
Attention: Cammie Ehret-Stevens
I. INTRODUCTION

This Request for Qualifications (RFQu) provides interested vendors with information to prepare and submit qualifications for consideration by Kern Community College District (“KCCD” or “the District”) to hire a consultant for the purposes of developing three separate external and internal scans and labor market studies as part of an update of the colleges’ educational plans. It is the intention of KCCD for the consultants to work with Bakersfield College, Cerro Coso Community College, and Porterville College for the purpose of conducting environmental external scans as well as internal scans.

The District has elected to conduct a qualification and cost-based procurement of such services. It is the District’s intent to select a pool of finalists who will be invited to participate further in this process, which will consist of interviews, presentations, and negotiations in order to establish a final contract. It is also expressly understood and agreed that the submission of a proposal does not require or obligate Kern Community College District to pursue a contract with any prospective consultant.

II. KERN COMMUNITY COLLEGE DISTRICT OVERVIEW

Kern Community College District (KCCD) services communities over 24,800 square miles in parts of Kern, Tulare, Inyo, Mono and San Bernardino counties through the programs of Bakersfield College, Cerro Coso Community College and Porterville College.

KCCD is geographically one of the largest community college districts in the United States, serving 26,000 students. Our students represent a diversity of religions, economic backgrounds, sexual orientations, abilities and ethnicities.

While the Kern Community College District was established as a separate entity in 1968 to respond to the changing needs of our communities, education services have been provided to residents for many years at Bakersfield College since 1913; at Porterville College since 1927; and in the Ridgecrest area since 1951 by what is now Cerro Coso Community College. All three colleges are proud members of the California Community College System and are accredited by the Western Association of Schools and Colleges.

Today, education centers and sites in Delano, downtown Bakersfield, the Mammoth/Bishop area, Edwards Air Force, and the Kern River Valley offer additional convenient, localized instruction for thousands of residents. KCCD’s commitment to distance learning and other technological advances is creating increasing opportunities for education to individuals across our broad service area and beyond.
A. BAKERSFIELD COLLEGE

Bakersfield College was founded in 1913 by the Kern Union High School Board of Trustees with a first-year enrollment of 13 students. Bakersfield College spent its first 43 years on the Bakersfield High School campus, steadily growing in enrollment and stature. College operations were transferred to the present 153-acre main campus on Panorama Drive in 1956 with 1400 students and 89 faculty members. Bakersfield College is located 118 miles north of Los Angeles and 111 miles south of Fresno, in the Southern San Joaquin Valley of Central California. Bakersfield College is one of 112 colleges in the California Community Colleges system.

B. PORTERVILLE COLLEGE

Porterville College is located in Porterville, California, and serves students and communities in the central valley.

Porterville is within three hours commuting time to the seashores of the Pacific, the metropolitan Los Angeles area, and the San Francisco Bay Area.

The population of the Porterville urban area is approximately 54,000 persons and that of the surrounding service area is 110,000 persons. Porterville provides a quality of life that includes inexpensive housing, outdoor recreation, excellent elementary and secondary schools, and friendly neighbors.

Porterville serves as a gateway to a vast mountain wonderland and recreational area of the Sequoia and Kings Canyon National Parks. The high alpine wilderness is home to awe-inspiring giant sequoias, immense mountains, deep canyons and over 200 caverns.

C. CERRO COSO COMMUNITY COLLEGE

Cerro Coso Community College is one of three colleges in the Kern Community College District. The College is charged with the responsibility of providing educational opportunities for the widely separated desert, mountain, and valley communities within a sweeping 18,000 square mile, four county, region of eastern California.

Cerro Coso's service area includes a population base of just over 85,000 individuals. The College officially opened in the fall of 1973.

Cerro Coso, as an institution, has a long history of valuing students as individuals with unique capabilities and needs and a teaching-learning process that motivates students towards excellence.
III. DISTRICT GOALS AND OBJECTIVES

The District intends to achieve the following goals and objectives for the development of external and internal scans in support of an educational master plan for Bakersfield College, Cerro Coso Community College, and Porterville College.

1. Provide data that can be used for analysis of regional demographic trends and projections by age, ethnicity, gender, first-time students and continuing students as well as projections of high school graduates.
2. Develop a detailed look at programs offered by colleges and/or institutions within the region to determine overlap, saturation, or gaps in degree and certificate completion.
3. Provide data and analysis on future education trends within the colleges’ regions.
4. Conduct a labor market study that identifies current trends nationally, statewide, and regionally informed by job category and industry sector.
5. Provide data and analysis of program/course enrollment trends as part of the internal scan.
6. Provide data as well as an analysis of key student success indicator trends, and projections improvement targets in each of the key indicators. Key indicators would include retention, completion, number of degrees and certificates, transfer, basic skills improvement, etc.
7. Utilize program review data to evaluate areas of strength, opportunity, desired resources, and vision for the future.

IV. CONSULTANT QUALIFICATIONS

1. Qualifications of consultant to conduct external environmental scans as well as internal scans, as a component of education master planning.
2. Description of program management approach necessary to complete the goals enumerated above with a proposed completion date of June 2017.
3. Description of the legal entity with which KCCD would contract, including the structure of the anticipated partnership agreement(s) and ownership interest in the project.
4. Identification of the members of the project team, including key consultants and the relevant experience of consultants.
5. Submission of sample project management plans which the company uses as key components of a college educational master plan.
6. Provide at a minimum three (3) references with relevant experience with project of similar size and function.
7. Provide a Fee Proposal to perform all tasks described in this Request for Qualifications. The Fee Proposal should include the cost of all basic services, and the identification of hourly billing rate.
V. QUESTIONS REGARDING THIS RFQu

Vendors requiring clarification of the intent or content of this RFQu, or on procedural matters regarding this process, may request clarification by submitting written questions by email to cammie.ehret@kccd.edu. Answers to the questions will be provided to all Vendors without identifying the submitter. Questions must be submitted no later than March 8, 2016 at 12:00 p.m.

VI. SUBMITTAL OF QUALIFICATIONS

1. Qualifications shall be received by the District on or before the date and time stated on the face sheet of this RFQu.

2. RFQu’s shall be enclosed in sealed packaging, upon which shall be written “Request for Qualifications for Education Master Plan Consultant Services” and the name and address of the proposer.

3. Submit four (4) copies of the requested information and one (1) copy, USB drive or CD, in a sealed packaging to the address listed below:

   Kern Community College District  
   c/o Cammie Ehret-Stevens, Purchasing Coordinator  
   2100 Chester Avenue  
   Bakersfield, CA 93301

4. All submittals received by the District will be considered a “Public Record” as defined in Section 6252 of the California Government code and shall be open to public inspection, except to the extent of the proposer designates trade secrets or other proprietary material to be confidential. Any documentation which the proposer believes to be a trade secret must be provided to the District in a separate envelope or binder and must be clearly marked as a trade secret. The District will endeavor to restrict distribution of material and analysis of the proposals. Proposers are cautioned that materials designated as trade secrets may nevertheless be subject to disclosure and the District shall in no way be liable or responsible for any such disclosure. Proposers are advised that the District does not wish to receive material designated as trade secrets and requests that proposers not supply trade secrets unless absolutely necessary. The proposer’s qualification package, and any other supporting materials submitted to the District in response to the request, will not be returned and will become the property of the District unless portions of the materials submitted are designated as proprietary at the time of submittal, and are specifically requested to be returned.
VII. SELECTION PROCESS AND CRITERIA

The District Evaluation Committee will determine which, if any, statements of qualifications are in the District’s overall best interest to accept. During the evaluation process, the District may request additional information, clarifications, explanations and answers from any respondent. The District may request any or all respondents to participate in a presentation and/or interviews in regard to their qualifications. The invited respondents must be able to be available for the presentation and/or interviews within ten (10) days of the request, unless another date has been agreed upon.

A. All submittals will be evaluated on the following criteria:
   1. Qualifications and availability of the firm to perform the anticipated services described.
   2. Qualifications and availability of the proposed individual to perform the anticipated services described.
   3. Previous reference and relevant experience.
   5. All materials submitted
   6. Any other information desired by or received by the District.

B. At the election of the District a short-list of the top firms may be generated, and the District may invite the short-list respondents to make an oral presentation to the District representatives before reaching a final selection. After review of the proposals, and receipt of presentations, if elected by the District, the firm deemed to best meet the needs of the district will be contacted.

C. The District reserves the right to conduct negotiations with any number of respondents, as determined by the District, for entering into contract agreements.

D. Each Vendor submitting a proposal is responsible for all costs associated with preparing and submitting a complete proposal, including costs that may be incurred in providing the District with additional information and making an oral presentation. KCCD is under no obligation to reimburse Vendor for any proposal costs or incur any costs on Vendor’s behalf.

E. Upon final selection, an agreement in the form attached as Attachment A will be processed by the District for award of contract. The form of agreement is not subject to negotiation.
ATTACHMENT A

KERN COMMUNITY COLLEGE DISTRICT
AGREEMENT WITH INDEPENDENT CONTRACTOR (For Non-Public Works Services)

This Agreement is entered into by and between the Kern Community College District, on behalf of (Check One):

☐ District Office  ☐ Bakersfield College
☐ District-Wide  ☐ Cerro Coso Community College
☐ Porterville College

("District"), and _______________________, ("Contractor"), identified under social security number/federal identification number ____________, with its principal place of business / office(s) located at ___________________________________________.

1. TERM OF AGREEMENT / DATE(S) of SERVICE(S): ________________________________.

2. SERVICES TO BE PERFORMED: In consideration of the payment outlined in Paragraph 3 below, during the Term of Agreement / Date(s) of Service(s), Contractor agrees to perform services and, if applicable, provide materials and/or equipment to the District (hereinafter “Services”), as described below:

____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

It is understood and agreed that in the event any additional tasks and/or services are required from Contractor, prior to rendering any such tasks, the tasks shall be set forth in a writing duly signed by the parties, indicating the specific work to be accomplished, the approximate period of time over which performance will be completed, and the additional compensation, if any, to be paid for such additional tasks.

3. COMPENSATION: In consideration of the Services fully rendered to District as described above, District agrees to pay Contractor a total fee of $________________________. The District will make reasonable good faith efforts to pay all compensation due to Contractor within thirty (30) days of completion of Contractor’s Services hereunder and the District’s receipt of a properly completed invoice from Contractor for services rendered. Contractor further agrees that the District will not have any liability whatsoever as to any work or expense not specifically documented herein and properly invoiced by Contractor to District within sixty (60) days of completion of Services.

Other Consideration/Notes: __________________________________________________________

Office Use Only. To be completed by Initiator-(Required):

FOAPAL to be used for this expense ____________________________________________________

4. REPRESENTATIONS AND WARRANTIES: Contractor represents and warrants that Contractor is fully admitted to transact business in the State of California. Contractor possesses the skill, knowledge, expertise, and, as applicable, holds current license(s), certification(s) and/or educational credentials, as required under the laws of the State of California and/or in accordance with District policies and regulations, to fully perform the services hereunder. Contractor represents that he/she/it has read and understands the terms and conditions of this Agreement.
5. **NON-EMPLOYEE / INDEPENDENT CONTRACTOR STATUS:** During the Term of this Agreement and/or Date(s) of Service(s), Contractor's Services for the District shall be rendered as an Independent Contractor. This Agreement is not intended, nor shall it be construed so as, to create the relationship of agent, employee, partnership, joint venture or association, or representative of the other for any purpose, or to imply any other relationship whatsoever between Contractor and District, except as set forth herein. Neither party is granted any expressed or implied right or authority by the other party to assume or create any obligation or responsibility on behalf of or in the name of the other party, or to bind the other party in any manner or thing whatsoever. Contractor shall be solely responsible for paying all salaries, wages, benefits and other compensation which the Contractor's employees or consultants, if any, may be entitled to receive in connection with Contractor's Services hereunder, including, without limitation, withholding and paying all applicable payroll taxes and contributions, including federal, state and local income taxes, FICA, FUTA, and state unemployment, workers' compensation and disability insurance. Nothing contained hereunder will confer upon the Contractor any right to continue to render Services to the District, or to become employed by the District. The District and Contractor acknowledge that Contractor's Services hereunder are non-exclusive and Contractor is free to accept other work.

6. **INDEMNIFICATION:** Contractor agrees to indemnify, defend, and hold harmless, the District (and its officers, employees, trustees, agents, successors and assigns) from and against all claims, suits, expenses (including reasonable attorney’s fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including, but not limited to, personal injury, death at any time, and property damage), arising out of or made necessary by Contractor's performance of this Agreement, breach of its terms, negligent acts or omissions, including as may arise resulting from Contractor's failure to make payments to Contractor's employees or consultants, if any, and/or self-employment taxes.

7. **INSURANCE REQUIREMENTS:** Unless otherwise specifically agreed to in writing in advance of execution of this Agreement, Contractor agrees to obtain, pay for and maintain in effect during the Term of this Agreement and/or Date(s) of Service(s), the following policies of insurance issued by an insurance company rated not less than “A-VI” in A.M. Best’s Insurance Rating Guide:

   (i) Commercial General Liability insurance (including contractual, products and completed operations coverage, bodily injury and property damage liability insurance) with single combined limits of not less than $1,000,000 per occurrence;

   (ii) Commercial Automobile Liability insurance for “any auto” with combined single limits of liability of not less than $1,000,000 per occurrence;

   (iii) Professional Liability insurance (also known as “Errors and Omissions” insurance) with a limit of liability of not less than $1,000,000 per occurrence; and

   (iv) Worker's Compensation and State Disability insurance as required under law.

Each policy shall contain an endorsement naming the Kern Community College District as an additional named insured insofar as this Agreement is concerned, and provide that written notice shall be given to the District at least thirty (30) days prior to cancellation or material change in the form of the policy or reduction in coverage. Prior to rendering Services hereunder, and at Contractor's expense, Contractor shall furnish the District with a Certificate of Insurance evidencing the endorsements required above, and the District shall have the right to inspect the Contractor's original insurance policies upon request. Upon notification of a notice of cancellation, change or reduction in coverage, Contractor shall immediately file with the District a certified copy of the required new or renewal policy and certificates for such policy. Nothing herein concerning minimum insurance requirements shall reduce the Consultant's liabilities or obligations under the indemnification provisions of this Agreement.

8. **PROPRIETARY RIGHTS / OWNERSHIP / CONFIDENTIALITY:** Contractor acknowledges:

   a. District may disclose to Contractor certain confidential information relating to, without limitation, the District’s past, present, and future research, marketing, development, and/or business
activities (“Confidential Information”). Except as required by the duties under this Agreement, Contractor agrees that, until such time as the Confidential Information enters the public domain through no fault of Contractor, Contractor will never, directly or indirectly, use, disseminate, disclose, lecture upon, or publish articles concerning any of the Confidential Information disclosed to Contractor by or on behalf of District without the prior written consent of District. Such confidentiality shall survive the termination of this Agreement and will only be relieved by written consent of District.

c. All work accomplished pursuant to this Agreement will be the sole and exclusive property of District; and in addition to the obligations imposed above, Contractor will deliver all such work to District prior to expiration or termination of this Agreement and/or Contractor's performance hereunder.

d. Upon expiration of termination of the Agreement and/or Contractor's performance hereunder, Contractor agrees to return to District all copies of Confidential information, all drawings, documents, records, notebooks, disks, tapes, data residing or recorded in electronic media, and all other representations of confidential information, whether prepared by District, Contractor or others.

e. Contractor agrees that all copyrightable material, inventions, improvements, developments and discoveries conceived, made, discovered or reduced to practice by Contractor solely, or in collaboration with others, during the period of this Agreement (i) relating in any manner to the business, research or development of District that Contractor may be directed to undertake, or (ii) which Contractor may become associated within work or in performing the services hereunder, or (iii) which are developed by Contractor using any supplies, facilities or Confidential Information of District are the sole property of District, and Contractor further agrees to grant to District any and all right, title and interest, of any kind or of all such copyrightable material, inventions, improvements, developments, and discoveries.

9. **GOVERNING LAW:** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules, and in accordance to District’s policies and regulations, including, but not limited to, Section 3A15 of the District’s Board Policy, as follows:

```
3A15 Claims against the Kern Community College District:

3A15A Any claims against the District for money or damages, which are not governed by any other statutes or regulations expressly relating thereto, shall be presented and acted upon in accordance with Title 1, Division 3.6, Part 3, Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of the California Government Code.

3A15B Claims must be presented according to this policy as a prerequisite for filing suit against the District. Claims that are subject to the requirements of this policy include, but are not limited to, the following:

3A15B1 Claims by public entities, claims by the state department or agency, or by another public entity.

3A15B2 Claims for fees, salaries or wages, mileage or other expenses and allowances

3A15C The designated place for service of claims, lawsuits or other types of legal process upon the District is:
```
10. **TERMINATION / NOTICES:** This Agreement may be terminated by either party with or without cause and for any or no reason upon (30) days’ written notice to the other party addressed as follows:

If to Contractor, notice will be addressed to:  
Name: ____________________________  
Address: ____________________________  
City/State/Zip: ____________________________

If to District, notice will be addressed to:  
Kern Community College District  
c/o: Thomas J. Burke, CFO  
2100 Chester Avenue  
Bakersfield, CA 93301

or to such other address as may be designated by the parties from time to time. Any written notice sent by registered U.S. mail and addressed in accordance herewith will be deemed to have been made and delivered seven (7) days following deposit into the U.S. mail. Contractor’s obligations hereunder shall survive the termination of this Agreement.

11. **SEVERABILITY:** If any section, condition, provision, or covenant of this Agreement is held to be invalid or unenforceable, either in itself or as to any particular party, the remainder of this Agreement will continue to be in force unless it would be inequitable and inconsistent with the purpose of the Agreement to continue to do so.

12. **ASSIGNMENT:** Neither party may assign any rights, or transfer any obligations, under this Agreement, without the prior written agreement of the parties.

13. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties and supersedes all prior or contemporaneous agreements, oral or written, with respect to the subject matter hereof. This Agreement may not be amended, modified, revised or supplemented in any way, except in a writing signed by Contractor and District.

**AGREED TO AND ACCEPTED:**

**CONTRACTOR:**

Signature: ____________________________ Date: ____________________________

Print Name: ____________________________

The following signatures provide authorization for the use of this hiring category.

**CAMPUS REPRESENTATIVES:**

**Initiator** (College representative with authority to initiate the request for engagement for services to be rendered hereunder):

Signature: ____________________________ Date: ____________________________

**Budget Manager** (Directors, Deans, etc. with approval authority under $5,000):

Signature: ____________________________ Date: ____________________________
Manager (Vice-Presidents, Presidents, etc. with approval authority over $5,000):

Signature: _______________________________ Date: __________________

CAMPUS REPRESENTATIVES (continued):

Campus Director of Administration:

Signature: _______________________________ Date: __________________

Campus Director of Human Resources:

Signature: _______________________________ Date: __________________

DISTRICT OFFICE REPRESENTATIVES:

Vice Chancellor, Human Resources:

Signature: _______________________________ Date: __________________
  Abe Ali

Chief Financial Officer, Business Services:

Signature: _______________________________ Date: __________________
  Thomas J. Burke