

## **Request for Proposal Executive Search Consultant, RFP # AVC2012/2012-1**

Antelope Valley Community College District ("College" or "District") is seeking proposals from qualified firms to perform an Executive Search for the position of Vice President for Administrative Services of Antelope Valley Community College District.

The deadline for receipt of sealed proposals is 1:00 p.m. PST on Monday, July 23, 2012.

Sealed proposals must be received by this deadline at the following location:

Antelope Valley Community College District  
Purchasing Office  
3041 W Avenue K  
Lancaster, CA 93536

**Any proposal received after the date/time listed above will be returned and will not be considered.**

All received bids shall be opened and publicly read aloud at 2:00 p.m. PST on Monday, July 23, 2012, in room 141 at the address above. Questions pertaining to this Request for Proposal (RFP) must be communicated in writing and be received via email by 2:00 p.m. PST on Wednesday, July 18, 2012. Questions must be sent to the email address below and should include the specified Buyer's name and proposal number, and any question(s) should include a reference to the appropriate page and section number of the RFP. Answers to the questions received by the due date above will be posted on the Antelope Valley Community College webpage (listed below) as they are received.

**Angela Musial, Buyer**  
**amusial1@avc.edu**  
Antelope Valley College  
3041 W Avenue K  
Lancaster, CA 93536

AVC webpage: <http://www.avc.edu/administration/busserv/RFPbiddocs.html>

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# **Section 1**

## **Project Summary**

### **1. Request for Proposal Summary**

Antelope Valley Community College District (“College” or “District”) is seeking proposals from qualified firms for Executive Search Consultant Services in accordance with the Scope of Work specified in this Request for Proposals (RFP). An award will be made to the firm that demonstrates experience and expertise in executive recruitment for higher education that proposes reasonable fees and meets the requirements of this RFP.

**2. Entity Submitting RFP.** The terms “vendor”, “proposer”, “offerer”, “firm”, “consultant”, “company” or “contractor” used in this RFP or any subsequent documents or communications related to this RFP are interchangeable and mean the consultant or entity submitting a proposal and seeking to enter into a contract for the goods and/or services requested in this RFP.

### **3. Description of Antelope Valley Community College District**

Antelope Valley Community College District is a comprehensive community college in the California Community College System dedicated to providing services to a broad range of students with a variety of educational goals. The district is dedicated to providing educational programs and services as expressed in the California Master Plan for Higher Education. Likewise, the district is committed to equal educational opportunity and reinforces that commitment through a program of active affirmation of diversity.

## **Section 2**

### **Scope of Work**

**This section of the RFP lists requirements that require specific written responses or confirmations. To be considered for selection, Proposer must demonstrate in their proposal that it meets the following requirements and has provided all required information.**

#### ***General Outline:***

#### **1. Project Scope**

The College is seeking a full service Executive Recruitment Firm to execute a successful search for our next Vice President for Administrative Services. Services are expected to include, at a minimum, the design and execution of all steps to; define the search, develop a collaborative description of duties for the position, find and recommend potential candidates that meet all requirements for that position, present those candidates to the Antelope Valley College Board of Trustees for a final hire decision and assist in the execution of the hiring process.

#### **2. Key Project Deliverables**

Proposer shall have extensive experience in performing searches for higher education clients, preferably with specific experience in recruiting for the highest level administrative positions (presidents and/or Vice President for Administrative Services) for community colleges. Proposer must demonstrate an understanding of higher education and especially community college search processes. The proposer should also have a proven national presence and capability to identify and recruit not only those individuals who may be in the job market, but those who may not be actively searching for a new position.

#### **3. Technical Requirements**

- a. The Proposer shall provide a brief description of their firm, including information relating to its organization and management practices.
- b. The Proposer shall provide descriptions of its services offered, including any templates or outlines of recommended processes, method of approach and timelines as well as describing the qualifications of the individuals who are being proposed to service the account..
- c. The Proposer shall provide a schedule of fees. In addition, an explanation of their billing practice should be provided in case of a failed or incomplete search (i.e.: no candidate selected) or the case of a successful candidate who leaves in less than a year.
- d. The Proposer shall provide a list of at least three references from clients, including point of contact, company name, address, phone, and e-mail.

#### **4. Specific Responsibilities**

The successful Consultant shall work with the designee(s) to coordinate all aspects of the search process. The services provided by the Consultant shall include, but may not be limited to the following:

- a. Proposer shall assist the Board and the College in collaboratively developing a description of the position, the desired qualifications and attributes of applicants, and in recruiting qualified applicants.
- b. Proposer shall seek to identify a diverse pool of qualified candidates from those actively pursuing a job change as well as those who may not be in the job market.
- c. Proposer shall be actively involved in leading any committee discussions and deliberations.

- d. Proposer shall be responsible to review the background and credentials of all finalists, including background checks and information and news searches and providing detailed reports on each to the Board.
- e. Proposer may be requested to assist in contract negotiations with the finalist(s) for the position.

**5. Timeline and Due Dates (suggested but to be determined prior to release)**

RFP Release Date: July 5, 2012

Intent to Respond Form Due Date/Time: July 16, 2012 at 2:00 p.m.

Bidder Questions Due Date/Time: July 18, 2012 by 2:00 p.m.

RFP Due Date/Time: July 23, 2012 by 1:00 p.m.

RFP Opening Location/Date/Time: Room A141, July 23, 2012 at 2:00 p.m.

## **Section 3**

### **Proposal Preparation and Submittal**

Proposals must conform to all requirements stated below, and elsewhere in this RFP. Disregarding these requirements may result in disqualification of the proposal. Before submitting a proposal, each firm shall familiarize itself with the entire RFP, including Scope of Work, contract form and all laws, regulations and other factors affecting contract performance. The firm shall be responsible for fully understanding the requirements of a subsequent contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the firm. There will be no subsequent financial adjustment for lack of such familiarization.

All proposal materials must be placed in a sealed package (envelope, box, etc.) clearly marked with the proposal name and number and the firm's name. It is the responsibility of the firm to ensure that proposals are received in the Purchasing Office by the due date and time stated on page 1 of this RFP. The firm is responsible for delivery of their proposal by the deadline notwithstanding any claims of error or failure to perform by a mail, courier or package delivery service. No proposals or proposal modifications may be submitted orally, electronically, or via telephone, facsimile, or electronic mail (email).

All proposals must be typewritten on standard paper size (8½ x 11 inches) and shall be in the required format incorporating the forms provided in this RFP package, if any. It is permissible to copy these forms as required. The authorized person signing the proposal shall initial erasures, interlineations or other modifications on the proposal.

The firm's proposal should be organized in sections as outlined below:

#### **1. Cover Letter**

All proposals must include a cover letter submitted under the firm's name on the firm's letterhead containing the signature and title of a person or an official of the firm who is authorized to commit the firm to a potential contract with the College. The cover letter must also identify the primary contact for this proposal and include the College's RFP number found within this RFP. The cover letter should express the firm's interest and serve as an executive summary of the proposal. Claims of proprietary information must be included in the cover letter.

#### **2. Proposal Form**

All proposals must include the complete Proposal Form signed by a person or an official authorized to commit the firm to a contract with the College.

#### **3. Proposal Copies**

The firm must submit one (1) original copy of the proposal, clearly marked "Original". In addition, the firm must submit one (1) digital PDF copy of the proposal on media suitable for copying and distributing electronically.

#### **4. Qualifications**

The proposal verbiage must describe the firm's qualifications to provide the requested services, and include the following:

- a. Description of the nature of the firm's business; include a description of experience, competencies, and overall organizational capabilities.
- b. Corporate organization chart indicating key management team members.
- c. Number of years in business.
- d. Description of the firm's capabilities to provide the requested service(s).
- e. Description of the project staff structure, the background, qualifications and relevant experience of all staff involved in the project, including length of time at contractor; include the responsibilities that each staff member will have during the execution of this project.
- f. Overview of approach and description of methodology to be used.
- g. Description of project structure and detailed project timelines and phases.
- h. References: The proposer must provide three (3) independent references from three (3) different projects of similar scope, nature, and complexity to that requested by the College. The College prefers educational or governmental entity references. Each of the references must include the following information:
  - i. Entity Name
  - ii. Address, City, Province/State/Country
  - iii. Contact Name, Title, Phone Number, and Email address
- i. Filled out and signed W-9 Internal Revenue Service form.

## **5. Response to Scope of Work**

Responses must be clear and thorough, but concise, and written in plain, easy to understand language. Responses must follow the numbering format used in the Scope of Work section.

## **6. Exceptions Requested**

Any exceptions to the requirements of this RFP that the firm requests the College to consider must be placed in this section. Each alternate or exception should be addressed separately with specific reference to the requirement. If there are no proposed alternates or exceptions, a statement to that effect must be included in this section of the proposal. Any proposed terms and conditions, contracts, waivers, licenses or agreements required by the firm should be included here with a brief explanatory introduction.

## **7. PROPRIETARY INFORMATION**

In the event any proposer shall include in the proposal any information deemed "proprietary" or "protected," such information shall be separately packaged from the balance of the proposal and clearly marked as to any proprietary claim. The College discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The College, as a public entity, cannot and does not warrant that proprietary information will not be disclosed. The College shall have the right to use any and all information included in the proposals submitted unless the information is expressly restricted by the proposer.

## **8. Appendix**

The Proposal Appendix must include:

- a. All documents or forms required by the College to be completed by the firm including the required documents specified in the Appendix of this RFP.
- b. Details of any litigation your company or any of its subsidiaries or affiliates has had in the past five years related to the performance of services provided by your firm.

**c.** If a firm has had any previous contracts canceled or is currently debarred, suspended, or proposed for debarment by any government entity, the current status must be documented in this proposal. The firm agrees to notify the College of any change in this status. If any client has stopped using the service(s) you are proposing, provide details including client name, date when service was initiated, date when service was discontinued and reason for discontinuation, including contact details of the client.

**d.** If the firm intends to use any cooperative, subcontract, third party agreement, or the like to perform under their proposal, the firm must supply the name, address, qualifications and criteria used by the firm for selection of any third party, and the intended services to be performed. The services provided under the scope of work proposed, in part or in whole, shall not be subcontracted or assigned without prior written permission of the College, except that the contractor may, without prior approval and without being released from any of its responsibilities hereunder, assign the contract to any affiliate or wholly-owned subsidiary of the contractor.

**e.** Samples of any documentation or form that proposer will require the College to sign.

## **9. General**

**a. Cost of Proposal Preparation** – The College shall not reimburse the cost of developing, presenting or providing any response to this solicitation; offers submitted for consideration should be prepared simply, and economically, providing adequate information in a straightforward and concise manner.

**b. Certification** – By signature on the Proposal Form included herein, the consultant certifies that the submission of the proposal did not involve collusion or other anti-competitive practices. The consultant has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. In addition, consultant certifies whether or not an employee of the College has, or whose relative has, a substantial interest in any agreement subsequent to this document. Consultant also certifies their status with regard to debarment, or suspension by any governmental entity.

Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted proposal and, if applicable, any resulting agreement. Signing the certification with a false statement shall void the proposal and, if applicable, any resulting agreement. Any resulting agreement may be subject to legal remedies provided by law. Consultant agrees to promote and offer to the College only those services and/or materials as stated in and allowed for under resulting agreement(s).

## **Section 4**

### **Selection and Contract Award**

Proposals shall be evaluated based on the requirements set forth in the RFP. Selection of the firm(s) will be at the discretion of the College and will be based on the proposal that the College deems to be the most responsive and responsible and serves the best interests of the College. It is the intent of the College to negotiate and enter into a contract with the selected firm following a Notice of Intent of Selection.

Proposals will be reviewed and evaluated based on the following criteria:

- a. Firm Experience and Qualifications
  - i. Experience with projects of similar type and scope.
  - ii. Experience with private and public sector organizations, and institutions of higher education.
- b. Financial Proposal
  - i. Total cost to College as it relates to the services.
- c. Staff Expertise / Implementation and Operational Teams
  - i. The experience of staff proposed to be involved in the project.
  - ii. Proven and demonstrated hands-on expertise of key management team members and staff in this area of work.
  - iii. Demonstrated expertise in and understanding of community college and higher education operations.
- d. Project Methodology and Structure
  - i. Description of the approach, methodology, and project structure to be used to satisfy the College's project scope and objectives.
- e. Implementation and/or delivery schedule
  - i. Proposed timeline reasonableness and responsiveness to project's intended outcomes.
- f. References
  - i. Feedback from submitted references.

**Note: The College may nominate and select applicants for the position of Vice President for Administrative Services in addition to the applicants who are recommended by the selected consultant or consulting group.**

## **Section 5**

### **RFP Completion Checklist**

This checklist is a summary of some of the required components of the RFP. It is provided as a convenience to contractors, but is not intended to be all-inclusive or to imply acceptance or evidence of compliance by its use. It is the responsibility of the contractor to submit complete and compliant proposals.

**Cover Letter**

**Proposal Form**

**Qualifications**

**Response to Scope of Work**

**Exceptions Requested**

**Cost Proposal**

**Appendix**

**Attachment D – Due July 16, 2012**

# Section 6 Proposal Form

Date \_\_\_\_\_

Proposal of \_\_\_\_\_,

(Name)

a corporation organized and existing under the laws of the State of

\_\_\_\_\_; a partnership consisting of

\_\_\_\_\_; an individual trading as

(Name)

Request for Proposal: \_\_\_\_\_

[provide title or brief description]

To: Antelope Valley Community College District ("College")

1. In compliance with your Request for Proposal No. \_\_\_\_\_, the undersigned hereby offers to furnish the services designated in the RFP, in strict accordance with the RFP, upon written notice of acceptance of this Proposal at any time within thirty (30) days after the date of opening of the Proposals, and to execute the Contract in accordance with the Proposal as accepted within five (5) days after the Contract is presented for signature.

2. The undersigned Proposer hereby acknowledges receipt of the following Addenda, if any:  
Addendum No. Date

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. The undersigned Proposer understands that the College reserves the right to reject any or all Proposals or to waive any formality or technicality, as determined by the College in its sole discretion, in any Proposal in the interest of the College.

4. The undersigned Proposer hereby certifies and affirms that this Proposal is genuine and not a sham or collusive, nor made in the interest or behalf of any person not herein named, and that the undersigned Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer.

5. The undersigned certifies that to the best of his/her knowledge: **(check only one)**

- ( ) There is no officer or employee of the College who has, or would have, or whose relative has, or would have, a substantial interest in any contract resulting from this request.
- ( ) The names of any and all public officers or employees of the College who have, or would have, or whose relative has, or would have, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this Proposal.

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6. The Proposer certifies, to the best of its knowledge and belief, that:

(i) The Proposer and/or any of its Principals or Owners:

(A) (check one) **are ( )** or **are not ( )** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any governmental agency.

(B) (check one) **have ( )** or **have not ( )**, within a three year period preceding this offer, 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) contract or subcontract; violation of federal or state antitrust statutes, rules or regulations relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion; or receiving stolen property; and

(C) (check one) **are ( )** or **are not ( )** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any other of the offenses enumerated in paragraph (i)(B) of this provision.

(ii) The Proposer (check one) **has ( )** or **has not ( )**, within a three year period preceding this offer, had one or more contracts terminated for default by any governmental agency.

“Principals,” for the purposes of this Proposal, means officers, directors, owners, partners and persons having primary or substantial management or supervisory responsibilities within a business entity.

7. The certifications in paragraphs 4, 5 and 6 of this Proposal are material representations of fact upon which reliance will be placed when making an award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the College, the College may terminate the contract resulting from this solicitation for default.

\_\_\_\_\_  
(Official Name of Firm)

SEAL - If Bidder is a \_\_\_\_\_  
Corporation (Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Complete Business Address)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

## **Section 7**

### **Fees and Reimbursable Expense Schedule**

**Note: Fees must be quoted on a flat rate for services provided and not be based on Position Salary and/or benefits. Please provide all expected fee components for your firm's services in this section.**

**Attachment A**  
**FORM OF AGREEMENT**

**AGREEMENT BETWEEN ANTELOPE VALLEY COMMUNITY  
COLLEGE DISTRICT  
AND  
(insert vendor/consultant name)**

This Agreement made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20 , by and between Antelope Valley Community College District hereinafter referred to as "District" or "College" and \_\_\_\_\_ hereafter referred to as the "Consultant." The District and the Consultant agree as follows:

FIRST: The Consultant agrees to perform the professional, technical and/or management services hereinafter set forth when, and as assigned by the District, and

SECOND: The District agrees to pay the consultant a fee, together with such other payments and reimbursements as are hereinafter provided.

**ARTICLE 1: CONSULTANT'S SERVICES**

The Consultant agrees to provide professional services and consultation to assist the District in \_\_\_\_\_ as outlined in the Scope of Work which is hereby referenced and incorporated as an integral part of this Agreement. All work performed under the Agreement must have prior approval of the District.

**ARTICLE 2: FEE STRUCTURE**

The fee structure for the work conducted under this Agreement will be in accordance with Section 7 of this Agreement which is hereby referenced and incorporated as an integral part of this Agreement.

**ARTICLE 3: METHOD OF PAYMENT**

Payments to the Consultant will be made monthly upon the presentation and approval of the Consultant's invoice. Each such invoice shall be documented in such detail and demonstrate such progress on each portion of the work as the District may reasonably require.

**ARTICLE 4: INDEMNIFICATION**

To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the District, its agents, representatives, officers, directors, officials and employees, from and against all claims, damages, losses and expenses (including, but not limited to, attorneys' fees, court costs and the cost of appellate proceedings) relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Consultant, its employees, agents or any tier of subcontractors in the performance of the Agreement. Consultant's duty to defend, hold harmless and indemnify the District, its agents, representatives, officers, directors, officials and employees, shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of the Agreement, including any employee of the Consultant or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Consultant be legally liable.

**ARTICLE 5: LIMITATION OF LIABILITY**

The District shall not be liable to Consultant for worker's compensation, personal injury, or property damage sustained by the Consultant in the performance of this contract whether cause by the District, its employees or by third persons.

**ARTICLE 6: EMPLOYEE RELATIONSHIP**

The Consultant is an independent contractor and is not an employee, partner, legal representative, joint venture or agent of the District. The District is not an employee, partner, legal representative, joint venture or agent of the Consultant.

**ARTICLE 7: CANCELLATION**

This Agreement may be cancelled at any time, with or without cause, by the District giving seven (7) days written notice to the Consultant. In the event of such cancellation, the Consultant shall be paid for authorized services provided prior to the effective date of termination. In ascertaining the services actually rendered hereunder up to the date of the termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete reports and other documents whether delivered to the District or in the possession of the Consultant.

**ARTICLE 8: OWNERSHIP OF DRAWINGS OR REPORTS**

Services as represented on drawings, reports, memoranda, notes and drafts are the property of the District whether the work is completed or not and may be used by them in any fashion they see fit. Notwithstanding the foregoing, however, the Consultant reserves the right to use any studies, analyses or data prepared or collected during the course of this work for other purposes as seen fit, provided, however, that no such use shall allow the District to be identified without the consent of the District.

**ARTICLE 9: PERSONAL SERVICES**

It is agreed that the District is relying on the personal services of the Consultant and upon their technical ability and professional integrity. Such reliance is one of the chief considerations for the execution of this Agreement by the District. It is further understood and agreed that the Consultant shall not assign, sublet nor transfer his duties under this Agreement, nor shall this Agreement be assignable or transferable by operation of law or otherwise without the written consent of the District.

**ARTICLE 10: CONFLICT OF INTEREST**

The Consultant agrees to perform services exclusively for the District under this agreement, and expressly agrees not to undertake any conflicting duties to others, with or without compensation, which could in any way compromise that responsibility. The Consultant shall not disclose to others any confidential information gained from this relationship without the prior, written permission from the District, and the Consultant shall not seek to use their position, the information gained thereby, nor any other aspect of the project or relationship with others involved in it, for personal gain or other remuneration or benefit, beyond the compensation provided for herein.

**ARTICLE 11: TERM OF AGREEMENT**

The initial term of the contract shall be from \_\_\_\_\_ 20\_\_ through \_\_\_\_\_. Extensions of the contract may be effected by an amendment to this Agreement approved by both parties.

**ARTICLE 12: GOVERNING LAW**

This Agreement is made in the State of California and shall be subject to and governed by the laws of the State of California. All questions concerning the validity, construction and administration of the Agreement shall be determined under California law.

**ARTICLE 13: SEVERABILITY**

This Agreement shall be severable and to the extent that any part of the Agreement is unenforceable for any reason whatsoever, the remaining parts of this Agreement shall remain in full force and effect.

**ARTICLE 14: NOTICES**

All notices to either party shall be deemed to have been provided by depositing the same, postage pre-paid, with the United States Postal Service, addressed as follows:

*District Representative:*

*Consultant Representative:*

**ARTICLE 15: ARBITRATION**

If the parties are unable to resolve any disputes arising under the Agreement, those disputes shall be resolved through arbitration

**ARTICLE 16: NON-DISCRIMINATION**

The parties agree to comply with California law prohibiting discrimination in employment by government contractors, to the extent applicable with this Agreement, along with other applicable non-discrimination laws and regulations.

**ARTICLE 17: LACK OF SUFFICIENT FUNDING**

This Agreement may be cancelled without any further obligation on the part of the College in the event that sufficient appropriated funding is unavailable to assure full performance of the Agreement terms. Consultant shall be notified in writing of any such non-appropriation at the earliest opportunity.

**ARTICLE 18: INSURANCE**

Consultant shall furnish insurance as required by Attachment B hereto, which is incorporated herein by this reference as though fully set forth herein.

**ARTICLE 19. ADDITIONAL TERMS AND CONDITIONS**

The parties shall comply with the Terms and Conditions attached hereto as Attachment C, which are incorporated herein by this reference as though fully set forth herein.

**IN WITNESS WHEREOF**, the Parties to this agreement have hereunto caused the same to be executed at Lancaster, California the day and year first above written.

Antelope Valley Community

College District:

By:

Title:

Consultant:

By:

Title:

## **Attachment B INSURANCE REQUIREMENTS**

The Consultant, at Consultant's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed to do business in the State of California with policies and forms satisfactory to the District.

All insurance required herein shall be maintained in full force and effect until all work required to be performed under the terms of the agreement is satisfactorily completed and formally accepted; failure to do so may, at the sole direction of the District, constitute a material breach of the agreement.

The Consultant's insurance shall be primary insurance, and any insurance or self-insurance maintained by the District shall not contribute to it.

Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the District.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the District under such policies. The Consultant shall be solely responsible for deductible and/or self-insured retention and the District, at its option, may require the Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The District reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The District shall not be obligated, however, to review same or to advise Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve Consultant from, or be deemed a waiver of the District's right to insist on, strict fulfillment of Consultant's obligations under the agreement.

The insurance policies, except Workers' Compensation, required by the agreement shall name the College, its agents, representatives, officers, directors, officials, and employees as Additional Insureds.

### **REQUIRED COVERAGE General Liability**

Consultant shall maintain Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence with a \$2,000,000 Products and Completed Operations Aggregate and \$2,000,000 General Aggregate Limit. The policies shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of the agreement.

Such policies shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision that would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall include coverage for Consultant's operations and products and completed operations.

**Professional Liability**

Professional liability insurance with minimum limits of \$1,000,000 per occurrence and requiring notice to the District at least thirty (30) days prior to cancellation or restriction of coverage. Coverage shall be afforded on a form acceptable to the District. Consultant shall maintain such professional liability insurance until at least three (3) years after completion of all services required under this agreement.

**Workers' Compensation**

This Consultant shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the work; and, Employer's Liability insurance of not less than \$2,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit. In case any work is subcontracted, the Consultant will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Consultant.

**CERTIFICATES OF INSURANCE**

Prior to commencing Services under the agreement, Consultant shall furnish the College with Certificates of Insurance, or formal endorsements as required by the agreement, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by the agreement are in full force and effect.

In the event any insurance policy(ies) required by the agreement is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Consultant's work or services.

If a policy does expire during the life of the agreement, a renewal certificate must be sent to the District thirty (30) days prior to the expiration date.

All Certificates of Insurance required by the agreement shall be identified with a bid serial number and title.

**CANCELLATION AND EXPIRATION NOTICE**

Insurance evidenced by these certificates shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the District.

## **Attachment C Terms and Conditions**

- 1. Legal Remedies** – All claims and controversies shall be subject to Antelope Valley Community College Policy regarding Formal Protests and Appeals
- 2. Agreement** –The Agreement shall contain the entire agreement between the College and the Consultant relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreement in any form.
- 3. Agreement Amendments** – The Agreement shall be modified only by a written amendment signed by persons duly authorized to enter into agreements on behalf of the College and the Consultant.
- 4. Provisions Required by Law** – Each and every provision of law and any clause required by law to be in the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.
- 5. Severability** – The provisions of the Agreement are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.
- 6. Records** – Pursuant to provisions of title 35, chapter 1, article 6 A.R.S. §35-215 the Consultant shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Agreement for a period of five (5) years after the completion of the Agreement. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the Auditor General, the Attorney General or the College Purchasing Office.
- 7. Advertising** – Contractor shall not advertise or publish information concerning the Agreement, without prior written consent of the College.
- 8. Preparation of Specifications by Persons Other than College Personnel** – All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the College's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
- 9. Americans With Disabilities Act** – The Consultant shall comply with all applicable provisions of the Americans With Disabilities Act and applicable federal regulations under the act.
- 10. Conflict of Interest** – The College may, within three years after its execution, cancel the agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining the agreement for or on behalf of the College becomes an employee of or a consultant in any capacity to any other party to the agreement with reference to the subject matter of the Agreement while the Agreement or any extension thereof is in effect.

**11. Drug Free Workplace** – The Consultant agrees that in the performance of the Agreement, neither the Consultant nor any employee of the Consultant shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered in the Agreement. The College reserves the right to request a copy of the Consultant Drug Free Workplace Policy. The Consultant further agrees to insert a provision similar to this statement in all subcontracts for services required.

**12. Equal Opportunity** – The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. -0-1.4.41 Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to the Agreement unless the Agreement is exempted under the rules, regulations or orders of the U.S. Secretary of Labor.

**13. Federal, State and Local Taxes, Licenses and Permits** – Consultant is solely responsible for complying with all laws, ordinances, and regulations on taxes, registrations, licenses and permits, as they may apply to any matter under this document. The Consultant must demonstrate that they are duly licensed by whatever regulatory body may so require during the performance of the Agreement. Prior to the commencement of Agreement, the Consultant shall be prepared to provide evidence of such licensing as may be requested by the College. Consultant shall, at no expense to the College, procure and keep in force during the entire period of the Agreement all such permits and licenses.

**14. Gratuities** – The College may, by written notice to the Consultant, cancel the agreement if it is found by the College that gratuities, in the form of entertainment, gifts or otherwise were offered or given by the Consultant or any agent or representative of the contractor, to any officer or employee of the College with a view toward securing an agreement or securing favorable treatment with respect to the performing of such agreement.

**15. Liens** – Each Consultant shall keep the College free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Consultant.

**16. Sales and Use Tax** – The College is not exempt from state sales and use tax.

**17. Sexual Harassment** – Federal law and the policies of the College prohibit sexual harassment of College employees or students. Sexual harassment includes any unwelcome sexual advance toward a College employee or student, any request to a sexual favor from a College employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for College students. Consultant, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of College employees and students. The employer of any person whom the College, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to cause such person to be removed from the project site and from College premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

**18. Smoking** – All facilities of the College are smoke free. Smoking is only permitted in the parking lots of the District. The Consultant is required to comply with this smoke free policy.

**19. Confidentiality** – The parties shall comply with 20 USC Section 1232(g), the Buckley Amendment to the Family Educational Right and Privacy Act of 1974. Therefore, Contractor shall not be entitled to receive Employee or Student information directly from the College, other than public information available in any College directory which is not protected by federal or state privacy or confidentiality statutes or regulations. Contractor may solicit Employee and Student information directly from Employees and Students subject to prior disclosures by Contractor of all intended uses of such information. Regardless of the Employee or Student personal information, even if such information is publicly available via directories, Contractor shall under no circumstances sell, duplicate, market, or give to any person or persons, entities or other companies a list or other personal information of any or all Employees or Students. All Employee and Student identities and personal information shall remain confidential. Disclosure by Contractor occurring without the express prior written consent of the Employee or Student shall result in the immediate termination of this agreement.

**20. Assignment-Delegation** – No right or interest in the Agreement shall be assigned or delegated by Consultant without the prior written permission of the College. Any attempted assignment or delegation by Consultant shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**21. Force Majeure** – Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing under the Agreement if such delay or default is caused by conditions beyond its reasonable control including, but not limited to wars, insurrections, fires, floods, governmental restrictions and/or any other cause beyond the reasonable control of the party whose performance is affected.

**22. Intellectual Property Rights** – It is understood and agreed that ownership of intellectual property developed as a result of fulfilling the requirements of this Agreement belongs solely and exclusively to the College. Documents provided in connection with the Agreement belong to the College and are being used with permission. Intellectual property, as used herein, means all forms of legally protectable intellectual property, including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and/or blueprints. It is also understood and agreed that any intellectual property created as a result of Consultant's performance of this Agreement is considered a work for hire under the U.S. copyright laws and as such, the College will own the copyright.

**23. Laws and Regulations** – Consultants are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances, and regulations affecting the rights of their employees, and shall protect and indemnify the College, its officers and agents against any claims of liability arising from or based on any violation thereof.

**24. Payment Terms** – The College's obligation is payable only and solely from funds appropriated for the purpose of the Agreement. Unless otherwise stated herein, the payment terms for the Agreement are Net 30 days.

**25. Price Adjustment** – Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Agreement period, and shall be supported by written evidence of increased costs to the Consultant. The College will not approve unsupported price increases that will merely increase the gross profitability of Consultant at the expense of the College. Price change requests shall be a factor in the Agreement extension review process. The College shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the College.

**26. Prior Course of Dealings** – No trade usage, prior course of dealing, or course of performance under other agreements shall be a part of this Agreement resulting from this RFP, nor shall such trade usage, prior course of dealing or course of performance be used in the interpretation or construction of such resulting agreement.

**27. Right to Offset** – The College shall be entitled to offset against any sums due the Consultant, any expenses or costs incurred by the College, or damages assessed by the College concerning the Consultant's non-conforming performance or failure to perform the Agreement, or any other debt owing the College.

**28. Insolvency** – The College shall have the right to terminate the Agreement at any time in the event Consultant files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Consultant and not discharged within thirty (30) days; or if Consultant becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Consultant or its business.

**29. Lack of Funding** – The Agreement may be canceled without further obligation on the part of the College in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The Consultant shall be notified in writing of such non-appropriation as soon as reasonably possible. No penalty shall accrue to the College in the event this cancellation provision is exercised. This cancellation provision shall not be construed so as to permit the College to terminate the Agreement in order to acquire similar equipment, material, supplies or services from another party.

**30. Stop Work Order** – The College may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by the Agreement for a period of up to ninety (90) days after the order is delivered to the Consultant, and for any further period to which the parties may agree. The order shall be specifically identified as the Stop Work Order issued under this provision. Upon receipt of the order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, the Consultant shall resume work. The College shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.

**31. Suspension or Debarment** – The College may by written notice to the Consultant immediately terminate the Agreement if the College determines that the Consultant has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor or Contractor of any public procurement unit or other governmental body.

## Attachment D Intent to Respond Form

Please complete and fax or e-mail this form to Angela Musial before **2:00 p.m. PST July 16, 2012.**

<b>To: Angela Musial</b>  Antelope Valley Cmty. College  Telephone: (661) 722-6310 FAX No. (661) 722-6320 E-mail address: <a href="mailto:amusial1@avc.edu">amusial1@avc.edu</a>	<b>From:</b> _____  Company Name: _____ _____  Date: _____  Telephone: _____ FAX No. _____ E-mail address: _____
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**Re: RFP # 2012/2013-1, EXECUTIVE SEARCH FIRM**

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Please indicate your intent to respond to the RFP by placing an "X" in one of the following boxes

<input type="checkbox"/>	We intend to respond to this RFP by 1:00 p.m. PST	July 23, 2012
<input type="checkbox"/>	We will not be responding to this RFP.	

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Contact Person

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Signature of Contact Person

By signing this intent to respond, you and your company are bound by the confidentiality terms of the RFP.