

COE Wave 2 Proposal Development

A proposal for consulting services by Christopher J. Mackie

13 November 2013

Christopher J. Mackie ("Mackie") proposes a body of consulting services (the "Engagement") to Al-Khaleej Training and Education and Rancho Santiago Community College District (collectively, the "Partners"), for a total fee of \$30,000.00 plus related expenses, for the purposes of developing a proposal responsive to the Colleges of Excellence "Wave 2" RFP (the "Project").

Background

The Kingdom of Saudi Arabia (KSA) is conducting an international bidding process in order to award five-year, renewable contracts for the operation of 30+ Technical & Vocational Education & Training (TVET) campuses in KSA. These awards come with pre-built campuses, revenue guarantees and performance-based compensation schemes, no-interest loans for capital expenses, various risk-mitigation strategies, and other inducements aimed at enabling nonprofit US higher education institutions to engage successfully in the bidding. The contracting entity is the "Colleges of Excellence" (COE), a semi-autonomous corporation founded and funded by the KSA government. The present bidding process is "Wave 2" of three annual waves; each COE wave offers an increasing number of campuses for bid.

Several US higher education institutions are interested in collaborating in order to submit a successful bid to the COE Wave 2 RFP. Their intent is to form a joint venture with a Saudi TVET firm, Al-Khaleej, and to make that joint venture the contracting entity for a bid. As part of that joint venture, Al-Khaleej will operate the institution and perform the administrative and logistical work required to launch and operate Saudi campus(es); the US institutions will provide curricular and instructional support, quality-assurance, faculty professional development, and subject-matter expertise necessary to the design and implementation of a successful instructional and staffing plan for the resulting campus(es); and other technical resources (e.g., IT firms) will be engaged as required to complete the needed expertise. Substantial work by all parties will be required in order to complete a potentially successful bid in the limited amount of time available (bids are due 20 December 2013).

In order to proceed with a bid, several questions need to be answered regarding the scope, participation, and business plan for such a project. Some of that work will be in the direct interest of each Partner; however, much of the work will be for the benefit of the Partners as a group. In order to ensure that this latter work is performed to an acceptable level of quality and in a timely fashion, the Partners wish to engage Mackie as Manager for the Project. Mackie's duties will include: the coordination and facilitation of collaborative efforts among the US and KSA Partners; the negotiation and oversight of project milestones and interim deliverables (e.g., the collection and compilation of business plans from each Partner); and authoring and editing work pursuant to the development of an

READ

RSCCD000001

RFP-compliant proposal. It is expected that the Partners will make available suitable numbers and expertise from among their own human resources to assist Mackie in these tasks.

Assuming that the preliminary questions are answered to the satisfaction of the Partners, an RFP-compliant proposal, including a full business plan, will need to be developed and submitted no later than 20 December 2013. It is expected that the work pursuant to this Engagement will lead to a decision to pursue a bid and, if the bid is successful, to implement the business plan contained therein; however, any effort beyond the submission of a bid is out-of-scope for this present Engagement.

Scope of Work

Pursuant to this Engagement, Mackie will review background and technical materials relating to the Project, including all documents provided by COE as well as pertinent materials provided by the Partners as to their capabilities with respect to TVET curriculum and instruction and their participation in the Project. In order to support Mackie's work, the Partners will arrange full and timely access for Mackie to the needed materials, access to commence as soon as possible after the completion of this Agreement.

The work of this Project involves two phases:

- *Phase I: Feasibility Study.* The Partners have a number of questions relating to the feasibility of submitting a viable bid. These questions include, but are not limited to, concerns about staffing, liability and risk-exposure, levels and timing of effort required, joint-venture structure and contracting requirements, and the choice of campuses on which to bid; additional questions may arise as the inquiry proceeds. Mackie will lead and coordinate the collection of the information and the negotiations needed to address these questions to the Partners' satisfaction.
- *Phase II: Proposal Development.* If they determine that they wish to proceed, the Partners must produce a 50-page proposal, with a maximum of 50 pages of attachments, by 20 December 2013. Mackie will lead the collaborative effort required to produce this document, and will take primary responsibility (subject to editorial support and final approval by each Partner) for producing the proposal document.

Because of the compressed timeline associated with the COE bid process, it is expected that both phases will operate concurrently.

Additionally, Mackie will:

- Design a suitable collaborative process and agenda, in consultation with the Partners, to support the work of proposal planning; and produce and deliver to the Partners any materials that may be necessary to facilitate the collaborative process and agenda.
- Work with the Partners to assemble the information and materials required to deliver a competitive bid.

Such work will require the active, timely cooperation of each Partner: Mackie will not be liable for defects in the proposal, or for failure to deliver a proposal, attributable to lack of timely cooperation by one or more Partners.

Deliverables

The deliverable for this Engagement shall consist of a document meeting the technical and logistical requirements of a bid responsive to the COE Wave 2 RFP. Mackie will warrant the delivery of the bid on-time, provided that all Partners meet all internal deadlines for bid production (such deadlines to be negotiated during the Engagement). Should the Partners wish it, Mackie will also conduct a post-submission debrief and cooperate with the Partners in preserving the working materials and other intellectual property produced by the Project.

All work pursuant to the above deliverables is included in the proposed fee of \$30,000.00. Any additional effort negotiated and agreed-to as part of this Engagement will be billed at the rates and terms specified in the section "Pricing and Fees," below.

The deliverable will be the sole and final written Report made by Mackie: its delivery to the Partners for final approval in time for submission to COE (an internal deadline to be negotiated) will constitute the end of the Engagement.

Timeline

The Engagement will commence with the signing of this Agreement and conclude no later than 20 December 2013, or earlier if the Partners decide not to complete a proposal.

Pricing and Fees

Terms of service for this Engagement are: one-half of the estimated effort (\$15,000.00) to be paid prior to beginning the Engagement; the balance and all expenses to be paid (net 30 days) upon receipt of the final deliverable and an accompanying invoice detailing all services and expenses incurred.

Travel by Mackie to each Partner's location may be important to the success of the Project; travel to KSA is required by the terms of the COE bid process. Consequently, each Partner shall commit to reimbursing Mackie, if needed, for the travel, lodging, and other reasonable expenses needed for one site-visit to that Partner's campus; the costs of the KSA visit that is required by COE will be paid by Al-Khaleej, and will fulfill that Partner's site-visit obligation. Apart from the visit to KSA, campus site-visits will be conducted only if they are deemed necessary by mutual agreement of the Partners and Mackie. Prior to initiating any site visit, the relevant Partner will provide Mackie with copies of any policies or guidelines concerning travel expenses that might affect travel reimbursements.

It may be that COE will require additional interaction with the Partners subsequent to receiving the bid. Should the Partners wish to retain Mackie to perform or support this additional interaction(s), any

services requested by the Partners and consented-to by Mackie, over and above the deliverable specified herein, will be provided at a rate of \$1,250 per day or fraction thereof.

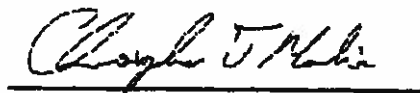
Additional Agreements

- This Engagement depends upon the unanimous agreement of the Partners; should any of the Partners decline to participate, it shall be void until and unless renegotiated among the remaining Partners and Mackie.
- Mackie agrees not to disclose to third parties, without written permission from the Partners, any information derived from the Engagement that would violate any patent, trade secret, or other intellectual property or proprietary rights of the Partners jointly or severally.
- Both Mackie and the Partners warrant that none of the information they will disclose to third parties, pursuant to this Engagement, violates any patent, trade secret, or other intellectual property or proprietary rights of any third party, and agree to indemnify, defend, and hold each other harmless, from and against any Claim, and any associated Losses to the extent caused by violation of any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right due to the Engagement.
- Any intellectual property created solely for and as a result of this Engagement will become the sole property of the Partners.
- Should the Project be canceled prior to completion due to unforeseen circumstances, Mackie will be compensated on the following terms:
 - The initial payment will be retained by Mackie
 - Any non-refundable expenses will be reimbursed to Mackie
 - A portion of the balance due will be paid to Mackie on a pro-rata basis, according to the number of days between the signing of this Agreement, the date of cancellation, and the proposal due-date of 20 December 2013.

Signatures

Signature of this document by the authorized parties constitutes agreement to the terms and conditions contained herein. Each person who signs this Agreement below represents that such person is fully authorized to sign this Agreement on behalf of the applicable party.

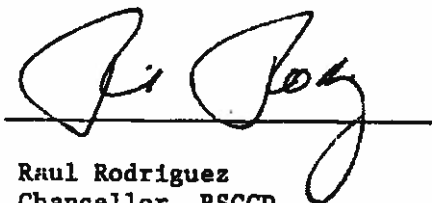
FOR Mackie:



11/13/2013

Christopher J. Mackie

FOR the Partners:



1/23/14

Raul Rodriguez
Chancellor, RSCCD

<Name>,
<Title>, <Institution>

<Name>,
<Title>, <Institution>

<Name>,
<Title>, <Institution>



P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0030041	260.60	NIKKIS FLAG SHOPPE	Non-Instructional Supplies			1/23/2014
14-P0030042	5,980.00	CERTIFIED TRANSPORTATIONS	Transportation - Student	SP		1/23/2014
14-P0030043	500.00	SMART & FINAL	Food and Food Service Supplies	SP		1/23/2014
14-P0030044	42.62	SCHOLASTIC INC	Books, Mags & Ref Mat, Non-Lib	SP		1/23/2014
14-P0030045	6,904.66	APEX AUDIO INC	Instructional Supplies	SP		1/23/2014
14-P0030046	7,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		1/23/2014
14-P0030047	1,068.13	DELL COMPUTER	Equipment - Federal Progs >200	SP		1/23/2014
14-P0030049	1,718.52	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		1/23/2014
14-P0030050	100.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		1/23/2014
14-P0030051	100.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		1/23/2014
14-P0030052	156.88	TRIARCH INC	Instructional Supplies	SP		1/23/2014
14-P0030053	202.99	APPLE COMPUTER INC	Equipment - Federal Progs >200	SP		1/23/2014
14-P0030054	5,479.65	VWR FUNDING INC	Instructional Supplies	SP		1/23/2014
14-P0030055	8,500.80	SELECT HOTELS GROUP LLC	Conference Expenses	SP		1/23/2014
14-P0030056	3,000.00	SMART & FINAL	Food and Food Service Supplies	SP		1/23/2014
14-P0030058	713.31	GRAINGER	Instructional Supplies	SP		1/23/2014
14-P0030059	110.00	COUNTY OF ORANGE	Other Participant Travel Exp			1/23/2014
14-P0030060	845.64	IMMEL DESIGN INC	Contracted Services			1/24/2014
14-P0030061	1,195.00	WELLS FARGO BANK	Software License and Fees			1/24/2014
14-P0030062	2,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			1/24/2014
14-P0030063	176.83	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			1/24/2014
14-P0030064	3,699.20	VILLA PARK CATERING	Food and Food Service Supplies	SP		1/24/2014
14-P0030065	29.98	Z & H HAPPY HANDS CAR WASH	Non-Instructional Supplies			1/24/2014
14-P0030066	459.40	ACCO ENGINEERED SYSTEMS INC	Contracted Repair Services			1/24/2014
14-P0030067	11,851.52	APPLE COMPUTER INC	Equipment - Federal Progs >200	SP		1/24/2014
14-P0030068	950.00	EXTREME IMPACT INC	Software License and Fees			1/24/2014
14-P0030069	993.40	CDW GOVERNMENT INC.	Equipment - Federal Progs >200	SP		1/24/2014
14-P0030070	782.77	DELL COMPUTER	Equip/Software - >\$200 <\$1,000			1/24/2014
14-P0030071	156.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees			1/24/2014
14-P0030072	128.00	DOUGLAS ELDRIDGE	Legal Expenses			1/27/2014
14-P0030073	5,000.00	MACKIE CHRISTOPHER J	Contracted Services			1/27/2014
14-P0030074	5,471.20	CN SCHOOL AND OFFICE SOLUTIONS INC	Contracted Services	SP		1/27/2014
14-P0030075	4,532.00	LUX BUS AMERICA	Other Participant Travel Exp	SP		1/27/2014
14-P0030076	285.00	NASBITE	Inst Dues & Memberships	SP		1/27/2014

Legend: * = Multiple Accounts for this P.O. SP = Special Project