



Request for Proposals (RFP) No. 136

Executive Consulting Architect Services

Proposal Due Date

Thursday, August 1, 2013 at 10:00 am

**Proposition R Bond Program Management Office
900 Otay Lakes Road, Room 1688
Chula Vista, CA 91910**

TABLE OF CONTENTS

NOTICE TO PROPOSERS.....	5
RFP SCHEDULE.....	6
1. DISTRICT OVERVIEW.....	7
2. INSTRUCTIONS, INFORMATION AND GENERAL CONDITIONS.....	8
- PURPOSE OF RFP	
- DEFINITION OF TERMS	
- PROPOSAL QUESTIONS	
- PROPOSAL SUBMISSION	
- RIGHT TO REJECT	
- PROPRIETARY INFORMATION	
- PROPOSAL FORM	
- MODIFICATIONS TO PROPOSALS	
- ORDINANCES, LAWS AND REGULATIONS	
- WITHDRAWAL OF PROPOSALS	
- IRREVOCABLE OFFER	
- COST OF PREPARING PROPOSALS	
- ORAL PRESENTATIONS	
- AWARD WITHOUT DISCUSSION	
- CONTRACT COMMENCEMENT/TERM	
- SCCD MODIFICATIONS TO PROPOSALS	
- AWARD OF CONTRACT	
- FINAL CONTRACT	
- ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS	
- INDEMNIFICATION	
- PROHIBITED INTEREST	
- NON-COLLUSION DECLARATION	
- EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT	
- QUALITY OF WORK	
- QUALITY OF PERSONNEL ASSIGNED TO THE WORK	
- FEES	
- PAYMENT	
- TERMINATION	
- DEFAULT	
- FORCE MAJEURE	
- INTERVIEWS	

- PROPOSER CONDUCT
- ASSIGNMENT OF CONTRACT
- CHANGES TO CONTRACT TERMS
- AUDITABLE RECORDS

3. EVALUATION OF PROPOSALS.....19

4. SCOPE OF SERVICES.....20

Required Information and Forms

- PROPOSAL FORM A – General Information.....22
- PROPOSAL FORM B – Mandatory Responses.....24
- PROPOSAL FORM C – Personnel Experience.....26
- PROPOSAL FORM D – Fee and Rate Proposal.....28
- PROPOSAL FORM E – General Terms and Conditions.....29
- PROPOSAL FORM F – References.....31
- PROPOSAL FORM G – Addenda Acknowledgement.....35

APPENDIX A – NON-COLLUSION DECLARATION.....36

APPENDIX B – INSURANCE AFFIDAVIT37

APPENDIX C – EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT38

APPENDIX D – CONTRACTOR’S CERTIFICATE REGARDING WORKERS’ COMPENSATION39

APPENDIX E – SAMPLE CONTRACT40

APPENDIX F – SUBMISSION CHECKLIST46

**Notice to Architects
Request for Proposals (RFP) No. 136
REVISED ANNOUNCEMENT 7/1/13**

Notice is hereby given by the Southwestern Community College District of San Diego County, California, hereinafter referred to as the District, acting by and through its Governing Board, will receive up to, but not later than 10:00 a.m. on the 1st day of August 2013, responses to this Request for Proposal (RFP) for Executive Consulting Architect for the Southwestern Community College District.

RFP 136 Document will be available for review as of July 5, 2013.

Responses shall be received in the Proposition R Bond Program Management Office, Room 1688 located at 900 Otay Lakes Road, Chula Vista, CA 91910, on the date and at the time stated above.

All responses to this RFP shall conform and be responsive to the RFP documents, including its attachments/addenda.

All interested Firms may request a copy of this RFP by e-mailing mferluga@swccd.edu, by visiting www.buildswc.com or by calling 619-482-6821. Any requests for information may be directed to Mark Claussen, Proposition R Program Manager for the District by e-mailing mferluga@swccd.edu no later than 12:00 noon on July 16, 2013.

Melinda Nish, Ed.D.
Secretary of the Governing Board
Southwestern Community College District
of San Diego, California

RFP No. 136 SCHEDULE

Advertisement Dates	Friday, June 28, 2013 (X2)-SSDT/LP Tuesday, July 2, 2013 -UT Friday, July 5, 2013 - LP Monday, July 8, 2013 SDDT Wednesday, July 10, 2013 UT
Publication (Twice Each)	Daily Transcript (SDDT) Union Tribune (UT) La Prensa (LP)
RFP Document Ready for Distribution	Wednesday, July 3, 2013
Request for Information Deadline	Tuesday, July 16, 2013 12:00 noon
Question Responses by District (RFI Responses)	Thursday, July 18, 2013 4:30 p.m. Via Addendum
Due Date	Thursday, August 1, 2013 10:00 a.m., Room 1688
Committee Reviews Submittals	August 5 – 7, 2013 By 2:00 p.m. on the 3 rd day (8/7/13)
Proposing Firms are e-mailed with Interview Schedule Information	Thursday, August 8, 2013 By 2:00 p.m.
Interview/Presentations	Wednesday, August 14, 2013 8:00 a.m. to 4:00 p.m.
Negotiations	Monday, August 19, 2013 10:00 a.m. Room 1688
Anticipated Governing Board Approval	September 11, 2013

1. **DISTRICT OVERVIEW**

The Southwestern Community College District (SCCD), located South of San Diego and extending to the U.S. – Mexico border, is one of seventy two community college districts in the California Community College system. It serves as the primary source of higher education for approximately 400,000 residents of the South San Diego County area including the communities of Bonita, Chula Vista, Imperial Beach, National City, Nestor, Otay Mesa, Palm City, San Ysidro, Sunnyside, and Coronado.

The college began offering classes to 1,675 students in 1961, with temporary quarters at Chula Vista High School. Groundbreaking for the present 156-acre campus was in 1963. By September of 1964, initial construction was complete and classes were held for the first time on the present Otay Lakes Road site in Chula Vista. In addition to its main campus in Chula Vista, Southwestern College has established four (4) center sites, the Southwestern College Education Center at San Ysidro (1988), the Higher Education Center in National City (1998), the Higher Education Center in Otay Mesa (2007), and Crown Cove Aquatic Center. The college also provides off-campus classes at several extension centers throughout the district. Current enrollment is nearly 23,000 students and more than 600,000 students have attended Southwestern College since it opened its doors fifty (50) years ago. The District employs approximately 800 employees (full and part time).

The District successfully passed its \$389 million Proposition R in November 2008, of which \$168 million of Build America Bonds (BAB) and General Obligation Bonds (GOB) have been received to date.

2. INSTRUCTIONS, INFORMATION AND GENERAL CONDITIONS

PURPOSE OF RFP

Southwestern Community College District is seeking to retain qualified Executive Consulting Architects to provide Executive Consulting Architect Services for the District. The District plans to select one firm as its Executive Consulting Architect with various specialized areas of expertise to assist the District as needed. The entirety of this Request for Proposals (RFP) documents sets forth the District's requirements in detail.

DEFINITION OF TERMS

The designation of District refers to the Southwestern Community College District, a political subdivision of the State of California.

The term "**Proposers**" refers to Firms that choose to submit proposals for Executive Consultant Architect Services for the District.

The terms "**Contract**" and "**Agreement**" shall be used interchangeably within this document.

Throughout this document, the term "**District**" shall be used to designate the rights and responsibilities of the Southwestern Community College District.

The term "**Proposer**" shall be used to designate the rights and responsibilities of the successful firm responding to this RFP.

PROPOSAL QUESTIONS

All questions regarding this RFP should be sent, via e-mail, to the Purchasing Department Mailbox:

e-mail: mferluga@swccd.edu

Questions will only be accepted until July 16, 2013 no later than 12:00 noon. The e-mail subject line should read: "Your company name/Questions regarding RFP No. 136" No direct responses will be sent to the company/firm asking the question. Questions we feel need to be responded, will be answered in the form of an addendum and sent to all potential respondents on/about July 18, 2013.

PROPOSAL SUBMISSION

It shall be the responsibility of the Proposer to ensure that Proposals are received as follows:

Proposals are to be submitted, via e-mail, to the Purchasing Department no later than 10:00 a.m. on August 1, 2013.

Submit Proposal to: purchasing@swccd.edu

The Proposal must be submitted in a single attachment in Word, PDF, or Excel format and not exceed file size of 20MB. Proposals with documents exceeding 20MB in size please save documents to a smaller file size and send as separate emails. Subject line of e-mail containing submitted proposal should include and read “name of your company/submittal for RFP No. 136.”

Upon receipt, a confirmation email will be sent. It is the responsibility of the Proposer to confirm that the Proposal was received on time.

Proposer must also submit **10** copies of the proposal, spiral bound, with tabs and one reproduceable CD with the proposal saved on it. No proposal shall exceed ten (10) back-to-back pages in length **plus** any pricing schedule(s), exhibit(s), or attachment(s). This proposal package should be enclosed in a sealed envelope bearing the name of the Proposer. All proposals must be received on or before the above mentioned due date and time. Any proposal received after the scheduled closing time for receipt of proposal will be returned to the proposer unopened or rejected. All sealed proposals must be delivered to:

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
Attention: Mark Claussen
Proposition R Program Management Consultant
900 Otay Lakes Road, Room 1688
Chula Vista, CA 91910
(Room 1688 is located in the back of Parking Lot D)

RIGHT TO REJECT

This Request for Proposal does not constitute a commitment by the District to award a contract. The District reserves the right to waive any informalities and to reject any or all proposals and/or to cancel the Request for Proposal. The award shall be made on the proposal(s) that serve(s) the best interest of the District and will not be evaluated solely on a monetary basis. Award will be based on proposer's qualification and best fit as deemed by the District. No contract award shall exist until executed and approved by the District's Governing Board.

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 District discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The District, as a public entity, cannot and does not warrant that proprietary information will not be disclosed due the Provisions of the California Public Records Act. The District shall have the right to use any or all information included in the proposals submitted unless the information is expressly restricted by the Proposer.

PROPOSAL FORM

Oral, telephone, facsimile (fax machine) proposals **will not** be accepted. Each proposal shall be prepared simply, providing the straightforward, concise description of the proposer's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of contents. No proposal shall exceed ten (10) back-to-back pages in length **plus** any pricing schedule(s), exhibit(s), or attachment(s).

MODIFICATIONS TO PROPOSALS

The proposal may be modified after its submission by written notice to the District of withdrawal and resubmission before the date and time specified for receipt of proposals. Modification will not be considered if offered in any other manner.

ORDINANCES, LAWS AND REGULATIONS

The Proposer shall comply with all ordinances, laws, and regulations pertaining to the operation contemplated hereby, including, but not limited to, the California Workers' Compensation Act, the Federal Equal Employment Opportunities Act, and the Americans with Disabilities Act. The Proposer shall apply for, obtain, and maintain in force all permits and licenses required by the various agencies of Federal, State, and local government having jurisdiction over the Proposer operations. All operations and materials shall be in accordance with all applicable Federal, State, County and City laws, statutes and requirements.

WITHDRAWAL OF PROPOSALS

Any Proposer may withdraw their proposal by written request via e-mail to mferluga@swccd.edu at any time **prior** to the deadline set for receipt of proposals. The subject line of the e-mail should include and read: "your company name/withdrawal of RFP No. 136." No proposal may be withdrawn or modified after that deadline. Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals provided that they are then fully in conformance with the general terms and conditions of the RFP.

IRREVOCABLE OFFER

Proposals shall be considered irrevocable offers for a period of ninety (90) days from the date of receipt and may not be withdrawn during this period without consent of the District.

COST OF PREPARING PROPOSALS

Any and all costs associated with the preparation of responses to this Request for Proposal, including site visits, oral presentations and any other costs shall be entirely the responsibility of the Proposer and shall not be reimbursable in any manner by the District.

ORAL PRESENTATIONS

Proposers may, after opening and prior to award, be required to make oral and visual presentations at the request of the District and based on the availability of the review committee. The District will schedule the date, time and location for any presentations as requested. Oral presentations will be evaluated and may be subjected to the selection criteria.

AWARD WITHOUT DISCUSSION

The District reserves the right to make an award without further discussion of the proposals received. Therefore, it is critical that, all proposals be submitted initially in the most favorable terms possible, both economically and technically.

CONTRACT COMMENCEMENT/TERM

It is the intent of the District to commence the resulting contract as soon as possible after evaluation of the proposals. A written Notice of Award will be made prior to commencement of performance. Initial performance period is anticipated to be from September 12, 2013 to June 30, 2016 and is subject to change based on award of RFP. The District and Proposer may mutually agree, in writing, to extend the term of this agreement prior to its expiration.

SCCD MODIFICATIONS TO PROPOSALS

Any interpretation, correction, or change of this RFP will be made by written Addendum. Interpretations, corrections, or changes of this RFP made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes. Any changes or corrections will be issued by SCCD. Addenda will be e-mailed to all that are known to have received a copy of the RFP. **Since failure to acknowledge any addendum(s) may be cause for rejection, Proposers must return the addendum-completed acknowledgment(s) prior to or with the proposal. (Proposal Form G)**

Negotiation: District reserves the right to negotiate the final pricing before award of business.

AWARD OF CONTRACT

It is anticipated that a contract will be awarded by the Board of Trustees at a regularly scheduled meeting on September 11, 2013. The award will be made to one responsible firm judged to offer the most advantages for the District. At the time of the formal award, the apparent successful firm must have agreed to contract terms representing the understandings between the parties as to terms and conditions which will govern the relationship of District and Proposer and the obligation of each party for performance of the Agreement.

FINAL CONTRACT

The following documents are considered part of the final Agreement, in order of precedence:

- A. The final Agreement between SCCD and the Proposer;
- B. The Proposer's proposal in total, including all addenda and attachments;
- C. This RFP as originally released, with Appendices, Exhibits, and any addenda released prior to proposal opening;
- D. RFP Response and any addenda released prior to proposal opening.

All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment and transportation necessary for the proper delivery of all services called for in any contract which may arise as a result of this RFP.

SCCD may terminate any resulting Agreement(s) for convenience at any time by giving the proposer written notice thereof. The effective date of termination shall be the date of Notice of Termination.

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

The Insurance Requirement Affidavit must be completed (please see Appendix B), notarized and returned with the proposal. The affidavit will determine compliance with the following insurance requirements. Failure to furnish the insurance Requirement Affidavit with returned proposal will result in proposal being declared non-responsive and Proposer will be ineligible for the award.

Proposer shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect the Proposer and the District from claims which may arise out of or result from the Proposer's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- a. The **Proposer** shall carry **Workers' Compensation and Employers Liability Insurance** in accordance with the laws of the State of California however; such **amount shall not be less than ONE MILLION DOLLARS (\$1,000,000)**.
- b. **Comprehensive general and auto liability insurance** with limits of not **less than TWO MILLION DOLLARS (\$2,000,000)** combined single limit, bodily injury and property damage liability per 5 occurrence, including:
 1. Owned, non-owned and hired vehicles
 2. Blanket contractual
 3. Broad from property damage

4. Products/completed operations
 5. Personal injury
- c. Professional liability insurance, including contractual liability, with limits of \$3,000,000, per occurrence. Such insurance shall be maintained during the term of this agreement and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this agreement adjusted for inflation. In the event that the Proposer subcontracts any portion of its duties, the Proposer shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this agreement and grounds for immediate termination.
 - d. Each policy of insurance required in (b) above shall name District and its officers, agents and employees as additional insured; shall state that, with respect to the operations of the Proposer hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. The Proposer shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, the Proposer shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event the Proposer fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of the Proposer, and in such event the Proposer shall reimburse District upon demand for the cost thereof.
 - e. In the event that the Proposer subcontracts any portion of the Proposer's duties, the Proposer shall require any such subcontractor to purchase and maintain insurance coverage in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence.

The certificate of insurance shall state that the Proposer agrees to waive subrogation against the District, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance, including the deductible portions thereof. Certificates of insurance shall evidence the waivers of subrogation.

All provisions of this agreement concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

Insurance certificates for the stated requirements must be furnished to the Director of Procurement, Central Services & Risk Management prior to commencement of work.

Insurance shall be written by companies acceptable to the District, licensed to transact business in the State of California.

The Proposer shall furnish the District certificates evidencing the required insurance which shall not be cancelable unless thirty (30) calendar days advance notice is given to the certificate holder. When requested by the District, copies of any of the Proposer's policies must be furnished; otherwise, the District shall require certificates only.

It shall be the Proposer's responsibility to ensure that new and replacement certificates of insurance are submitted to the Director of Procurement, Central Services & Risk Management as they are issued or changed; also, the Director of Procurement, Central Services & Risk Management shall be notified if a listed coverage will not be renewed at time of expiration. Certificates shall be mailed to the following address:

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
Attention: Priya Jerome
Director of Procurement, Central Services & Risk Management
900 Otay Lakes Road, Room 1651
Chula Vista, CA 91910

Approval, disapproval, or failure to act by District regarding any insurance supplied by Proposer shall not relieve Proposer of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate Proposer from liability.

No special payment shall be made by the District for any insurance that the Proposer may be required to carry.

INDEMNIFICATION

"To the fullest extent permitted by law, Proposer agrees to indemnify, defend and hold District entirely harmless from all liability arising out of:

Any and all claims under workers' compensation acts and other employee benefit acts with respect to Proposer's employees or subcontractor's employees arising out of Proposer's work under this Agreement; and as to the acts, errors or omissions of Proposer in the

performance of professional services, Proposer agrees to indemnify District, its officers and employees from and against any and all claims, losses, damages, including attorney's fees, to the extent caused by Proposer and/or its Consultants' negligence in the performance of such professional services.

As to all acts, errors or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, Proposer agrees to indemnify, defend and hold harmless the District, its officers and employees from and against any claims, losses, damages, including attorney's fees, except for liability resulting from the sole or active negligence or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District.

The Proposer, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings arising under the above, that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

PROHIBITED INTEREST

No official of the District who is authorized in such capacity and on behalf of the District to take part in negotiations or to make, accept or approve this contract, shall have direct or indirect financial interest in the award or any part thereof. Proposer shall receive no compensation hereunder should bidder aid, abet or knowingly participate in violation of this article or breach or violation of this article, the District shall have the right to terminate the contract either in part or in whole and any loss or damage sustained by the District in procuring the services on the open market which the Proposer agreed to perform, shall be borne and paid for by the Proposer.

NON-COLLUSION DECLARATION

Declarations are required to be completed by the Proposer declaring that the proposal is in all respects fair and without collusion or fraud. Please see Appendix A.

EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT

Proposer must accept and sign the Equal Opportunity and Affirmative Action Statement set forth in Appendix C.

QUALITY OF WORK

The Proposer shall be responsible for the performance of all work as specified herein and shall guarantee that work will meet or exceed the specifications as set forth herein. If it is determined by the District that such services and/or materials do not meet requirements of the District, the Proposer shall be required to correct the same at their own expense.

QUALITY OF PERSONNEL ASSIGNED TO THE WORK

The Proposer shall not employ on this account any unfit person or anyone not skilled in the work assigned to him/her and shall devote only its best qualified personnel to work under this contract. Should the District deem anyone employed under any contract which may arise as a result of this RFP to be incompetent or unfit for his/her duties and so inform the Proposer, the Proposer shall immediately remove such person from this work and he/she shall not again, without prior written permission of the District, be assigned to work under this contract.

FEES

The District agrees to pay and the Proposer agrees to accept for performance of all services rendered herein, exclusive of extra work and services, a fee as specified in the cost proposal included herein. The prices specified in the cost proposal shall be firm for the duration of the contract and shall include all of the Proposer's costs, taxes, duties, license fees, expenses, overhead, required bonds, and profit.

It is understood and agreed that said fee is a maximum fee and is subject to corresponding reduction in the event that the actual cost of performing the services proves to be less than is now estimated at the time of entering into the contract.

PAYMENT

Payment terms shall be "Net 30" from the date of acceptance of work or services, or the date of receipt of the invoice, whichever is later. All invoices shall be sent to District's address and marked Attention: Proposition R Program Manager

TERMINATION

The District hereby reserves the right to terminate this Agreement, with or without cause, at any time. In the event of such termination, the Proposer shall be paid the reasonable value of all services rendered up to the date of such termination as may be determined by the District, and the Proposer hereby expressly waives any and all claims for damages or compensation arising under this contract, except as set forth herein, in the event of such termination. Notwithstanding any of the foregoing provisions, if, for any reason, the Board of Trustees fails to appropriate or allocate funds for further payment under any contract derived as a result of this RFP, the District will not be obligated to pay remaining unpaid balances beyond those funds for services already received.

DEFAULT

The District shall hold the Proposer responsible for any damage which may be sustained because of the failure or neglect of the Proposer to comply with any term or condition listed herein, it being specifically provided and agreed that time shall be of the essence of the delivery requirement of any contract which may arise as a result of this RFP. If the Proposer fails or neglects to furnish or deliver any of the services, materials, or supplies listed herein at the prices named and at the time and place herein stated, or otherwise fails or neglects to comply with the terms of any contract which may arise as a result of this RFP, the District may, upon written notice to the Proposer, cancel the contract in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is canceled in whole or in part, purchase the services, materials, or

supplies elsewhere without notice to the Proposer. The prices paid by the District at the time such purchases are made shall be considered the prevailing market prices. Any extra cost incurred by the Proposer's default may be collected by the District from the Proposer and/or from the surety on the performance bond, if any.

FORCE MAJEURE

The parties to any contract which may arise as a result of this RFP shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plant, or facilities by the government, when satisfactory evidence there of is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault or neglect of the party not performing.

INTERVIEWS

Responses to this RFP may be so similar in quality that oral interviews may need to be conducted to assist in making the final selection. The decision to hold interviews and the scope or any limitations thereof shall be at the sole discretion of the District. In the event that an interview is prescribed, the District requires that the designated representatives identified in the proposals as being the Architect Consulting who will be assigned to the District, be present and prepared to respond to District inquiries.

PROPOSER CONDUCT

During the RFP window (from release of this RFP to final award), proposer is not permitted to contact any SCCD employees or members of the Governing Board unless at the request of SCCD's designated contact person (Director of Procurement, Central Services & Risk Management) or to fulfill pre-existing contractual obligations. No gratuities of any kind will be accepted, including meals, gifts, or trips. Violation of these conditions may constitute immediate disqualification.

ASSIGNMENT OF CONTRACT

The contract entered into for the performance of these specifications may not be, in whole or any part, assigned or transferred, directly or indirectly, without the prior written consent of the District.

CHANGES TO CONTRACT TERMS

If experience or special circumstances dictate the need for modifications in the level or variety of services at any location, it shall be specifically understood and agreed that such modifications may be implemented by mutual agreement without voiding in any manner the contract executed by the parties at the beginning of the contract term.

Any changes, additions, deletions, or modifications, which materially change the terms of the contract, shall be made by written amendment and signed by the District and the Proposer's.

AUDITABLE RECORDS

The Proposer shall maintain such account books and records in connection with its performance of the contract as may be reasonably required by the District. Such books and records shall be available locally or be made readily accessible with reasonable notice. The Proposer shall provide the District with notice in writing of the location, by address, of all such books and records and the name of the custodian thereof. The Proposer shall, at any reasonable time DURING THE CONTRACT TERM AND FOR A PERIOD OF NOT LESS THAN TWO YEARS FOLLOWING THE COMPLETION OF WORK UNDER THE CONTRACT, afford the "DISTRICT'S" agents and auditors reasonable facilities and access for the examination and audit of its records pertaining to the performance of the contract and shall, upon request by the District, produce and exhibit all such records.

3 EVALUATION OF PROPOSALS

The District will screen all proposals for compliance with this RFP, and will select a group of finalists from among the proposals submitted based upon, but not limited to, the below criteria. Proposals will be evaluated to assess the degree to which the proposed price accurately reflects proposed performance.

1. Overall responsiveness of the proposal, clearly stating the understanding of the purpose, scope and objectives.
2. Demonstration of a philosophy that has the best probability of melding with the District's.
3. Technical expertise and viability of the firm.
4. Past performance of the Proposer on relevant similar work previously accomplished for California public schools.
5. Client references and their satisfaction regarding prior projects.
6. Business Proposal - Proposer's compensation requirements and alternatives.

Firm personnel may be invited to participate in oral interviews; this should consist of the person who will be involved in the project work. Following the interview, District staff may choose to negotiate a contract with one or more selected firms. Negotiations will require the mandatory presence of the representative responsible for binding the contract of the proposal submitting firm. Contract will be awarded to the firm (one (1) only) that best fits the District's needs.

The District reserves the right during the selection process to inspect the Proposer's activities and statements with respect to this RFP to ensure the Proposer's competence and ability to perform the specified services. The Proposer's proposal may be rejected if the above inspection discloses information demonstrating that the Proposer is not qualified or able to perform the specified services.

Proposals will be initially evaluated on the written response to the RFP. Proposers will be allowed to enhance their initial proposals during negotiations if desired by the District. Negotiations are scheduled to take place on Monday, August 19, 2013 at 10:00 a.m.

4. SCOPE OF SERVICES

The following best represent the anticipated purpose of the position, the features of the relationship with the district, and the work products that may be required:

- A. Assist SCCD and their consultants in the maintenance and updating of the Facilities Master Plan (FMP), including the following:
 - a. Validations and Updates:
 - i. Update current FMP as required and develop additional SCCD facilities/infrastructure goals and planning concepts as new information is acquired.
 - ii. Development of planning narratives and descriptions of facilities goals.
 - iii. Survey/analysis of space utilization at the Chula Vista Campus and the Higher Education Centers at Otay Mesa, National City, and San Ysidro (campus/center).
 - iv. Development of growth projections.
 - v. Development of Master Plan update documentation as required for Board of Trustee approval.
 - b. Coordination of consultants/SCCD departments providing additional Chapters sections/volumes to the FMP including:
 - 1. Campus/center Environmental Impact Report (EIR) updates and documentation.
 - 2. Traffic engineering study and parking requirements.
 - 3. Infrastructure master plan, wet and dry utilities.
 - 4. Information Technology/communications master plan.
 - 5. Sustainability guidelines and practices.
 - 6. Signage and Graphics guidelines and practices.
 - 7. Fixtures, and Equipment guidelines and policies.
 - c. Assist the SCCD Departments with the annual Five-Year Construction Plan submission and the Initial Project Proposals (IPP).
 - d. Monitor the submission of the Final Project Proposals (FPP).
- B. Assist SCCD in the development of and the periodic oversight of compliance with design standards, design criteria, and design guidelines to include the following:
 - a. Develop and document conceptual site planning standards:
 - i. Identify aspects in the FMP that should change.
 - ii. Identify aspects areas where the FMP may programmatically change.
 - iii. Identify goals for specific areas/precincts within the FMP.
 - iv. Develop narrative and specific documentation for the items above.
 - b. Develop and document conceptual campus/center architectural design guidelines:
 - i. Identify any architectural elements that are preferred or not acceptable.

- ii. Identify any architectural theme desired as part of the FMP.
 - iii. Identify architectural palettes for color and landscaping.
 - iv. Identify where within the FMP the pallets are appropriate.
 - v. Develop narrative and specific documentation for the items above.
- C. Provide interaction with the District community as needed to include the following:
- a. Advise and makes recommendations when requested on specific FMP topics.
 - b. Provide presentations to SCCD staff, faculty and Board of Trustees on changes to the FMP when requested.
- D. Consulting in the development of the process for the selection of professional consultants and contractors using alternate project delivery methods such as design-build and, using the Integrated Project Delivery (IPD) philosophy in the Construction Management (CM) at-risk, Design-Bid-Build, and Lease-Leaseback delivery methods.
- E. Monitoring the design processes including maintaining coordination and positive working relationships among the project delivery teams.
- F. Acting as a trusted advisor and confidant to the SCCD's senior administration.
- a. Be the unbiased, neutral advisor with no financial interest in any of the projects.
- G. Providing project design consistency, coordination and continuity through the life of the program.
- H. Serving as a standing member of the SCCD Capital Program Executive Review Team.

PROPOSAL FORM A General Information

1. Cover Letter

The individual who is authorized to bind Executive Consulting Architect Services Proposal (hence, "Proposer") contractually must sign the cover letter, which must accompany the Proposer's RFP response. This cover letter must indicate the signer is so authorized and must indicate the title or position that the signer holds in the Proposer's firm. **An unsigned cover letter shall cause the proposal to be rejected.** The cover letter must contain a statement that the Proposer acknowledges that all documents submitted pursuant to this request for proposal process will become a matter of public record. The letter must also contain the following:

- The Proposer's name, address, e-mail, telephone, and facsimile number.
- The Proposer's Federal Employer Identification Number and Corporate Identification Number, if applicable.
- The name, title or position, and telephone number of the individual signing the cover letter.
- A statement indicating the signature is authorized to bind the Proposer contractually.
- The name, title or position, and telephone number of the primary contact and/or account administrator, if different from the individual signing the cover letter.
- A statement to the effect that the proposal is a firm and irrevocable offer, good for 90 days. Please complete Proposal Form A thru G and Appendix A thru F as part of your RFP response.
- A statement expressing the Proposer's willingness to perform the services as described in this RFP.
- A statement indicating that all forms, certificates and compliance requirements included in this RFP are completed and duly submitted in the proposal response.
- A statement expressing the Proposer's availability of staff and other required resources for performing all services and providing all deliverables within the specified time frames as described in the RFP.

2. Proposer Corporate Information

- Type of Firm:
Corporation: _____ Proprietorship: _____ Partnership: _____
Joint Venture: _____ Other (please describe): _____

- Business License Number: _____

- Number of years in business under firm name: _____

- Full name of firm's officers and managing employees as related to this Contract:

- Has the firm changed its name within the past 3 years?
YES NO
If yes, provide former name(s): _____

- Have there been any recent (within the last three years) changes in control/ownership of the firm?
YES NO
If yes, explain. _____

- Have officers or principals of the firm ever had their business license suspended or revoked for any reason?
YES NO
If yes, please explain. _____

PROPOSAL FORM B MANDATORY RESPONSES

1. Profile and overview of the Proposer:

Company Name: _____

Primary Contact Name: _____

Contact Information: _____

2. Description of recent very similar projects that you have completed:

- a. Location of project
- b. Designation of project and how it is similar (development of design criteria and standards, on-going consulting; etc.)
- c. Special challenges that were encountered and how they were overcome
- d. Total cost of the project
- e. Duration of the project
- f. Contact information for owner's representatives who were involved with the project
- g. For each of the following questions please limit your response to no more than one page per question:
- h. What special qualifications would you bring to the table?
- i. What tasks or services do you think would be specifically included in the scope of work?
- j. What, if any, tasks or services do you think would be specifically excluded in the scope of work?
- k. In order for you to work with the district to develop a scope of work, what additional information would you need from the district?
- l. What techniques have you previously used to learn and understand the culture and sole of a complex community such as a community college?

- m. What techniques have you previously used to collegially coordinate among design teams comprised of highly talented professional, most of who probably have strong egos and who feel passionate ownership of their designs?
- n. Provide the job titles, expected roles, and billable rates for staff who would work on this project; the inflation factors for the first two years of the engagement; a listing of any additional costs you foresee would be billable to the district in addition to the quoted billable rates.
- o. How many total contracts firm has held providing services as an Executive Consulting Architect for Public Construction in the past ten years?
- p. How long has the firm been providing such consulting services to public agency clients?

**PROPOSAL FORM C
 PERSONNEL EXPERIENCE**

NAME	
Title	
Office Location	
Role	
Qualification	
How Long in Current Position?	
How Long in Relevant Practice?	
How Long Licensed in California?	
Number of Community College Transactions Individual Has Participated?	
Brief Profile	
Other Relevant Experience	
Billing Rate	

NAME	
Title	
Office Location	
Role	
Qualification	
How Long in Current Position?	
How Long in Relevant Practice?	
How Long Licensed in California?	
Number of Community College Transactions Individual Has Participated?	
Brief Profile	
Other Relevant Experience	
Billing Rate	

NAME	
Title	
Office Location	
Role	
Qualification	
How Long in Current Position?	
How Long in Relevant Practice?	
How Long Licensed in California?	
Number of Community College Transactions Individual Has Participated?	
Brief Profile	
Other Relevant Experience	
Billing Rate	

**PROPOSAL FORM D
 FEE AND RATE PROPOSAL**

Provide the following information regarding the various fees and hourly rates to be charged to the District. Hourly rates shall be charged in quarter-hour intervals or greater. Please indicate the areas of specialization in the scope of services for which this Proposal is being submitted.

TYPE OF SERVICE: (Executive Consulting Architect Services for Public Construction)			
	2013-2014	2014 -2015	2015 -2016
Hourly Rate for Architect	\$	\$	\$
Hourly Rate for	\$	\$	\$
Hourly Rate for	\$	\$	\$
Hourly Rate for	\$	\$	\$
Hourly Rate for	\$	\$	\$
Hourly Rate for	\$	\$	\$
Hourly Rate for	\$	\$	\$
Hourly Rate for	\$	\$	\$
Cost for fax transmission/receiving	\$	\$	\$
Cost for printing/duplication	\$	\$	\$

List any other types of services generating a cost to the District which are not included in the fees shown above and typical for the work in the scope of services, plus a formula or explanation as to how these additional costs will be determined and billed to the District.

Fees for the first year are to be firm. Pricing should be submitted for years 1 through 3 of the proposed contract period. However, note that rate change requests for subsequent years will be subject to negotiation at the time of renewal, will require written approval by the District, and may also result in non-renewal of the contract.

PROPOSAL FORM E GENERAL TERMS AND CONDITIONS

Offer Held Firm: The Proposer agrees that it will not withdraw its offer for a period of *ninety (90)* calendar days from the opening date.

Right to Reject: The Proposer understands that the District reserves the right to reject any or all proposals and to waive any informality in the evaluation of proposals. The District intends to verbally negotiate with the Proposers to reach a final agreement.

Bidder Certification: The Proposer certifies that this bid is made without previous understanding, agreement or connection with any person, firm, or corporation making a bid on the same services, and is in all respects fair and "without collusion or fraud."

Execution of a Contract: If awarded a contract, the Proposer agrees to execute a contract in accordance with this Proposal and the District's Instructions for Submittal of Proposals, Information for Proposers, General Conditions, and Service Requirements within twenty one-(21) calendar days of receipt of written notice of acceptance of the Proposal by the District.

Assumption of Contract: The Proposer agrees to assume operations under the contract on September 12, 2013 or within ten (10) calendar days following the District's notification to proceed, as applicable.

Exceptions to Specifications: In submitting a proposal, the Proposer affirms acceptance of the complete Conditions Specifications and Requirements associated with the District's RFP document, unless otherwise stipulated. Any variances or exceptions which the Proposer wishes to note with respect to any of the Conditions, Specifications, or any District Service Requirements are to be stated herein or in an attachment to the bid submittal which is to be titled "Exceptions."

Conflicts of Interest: All Proposers must disclose the name of any Board of Trustees member, officer, director, or agent who is also an employee of the Southwestern Community College District, which includes any District employee. Further all Proposers must disclose the name of any District or District employee, or Board of Trustees member, who has, directly or indirectly, any financial interests in the Proposer's firm or any of its branches. Submit this information on an attachment to the proposal which is titled "Conflict of Interest" and include the person's name, interest or position, and percent of ownership, if applicable.

Required Submittals: The Proposer’s detailed responses to the District’s specifications and evaluation criteria must accompany this Proposal.

District’s Right to Award: The signer hereby acknowledges that the District reserves the right to make the award to the Proposer which the District judges to have submitted the proposal most favorable to the District, with the District being the sole judge thereof.

Legally Binding it is further certified that the person whose signature appears below is legally empowered to bind the company in whose name the proposal is entered.

SUBMITTED BY.

Company Name

Mailing Address

City, State, and Zip Code

Telephone Number

FAX Number

By: Signature (Manual)

By: Signature (Typed or Printed)

Title

**PROPOSAL FORM F
REFERENCES**

Each Proposer must be able to present both current and past evidence of satisfactory experience in providing Executive Consulting Architect Services. The District is particularly interested in evaluation references of 2-year public community colleges similar to size and function of Southwestern Community College. List additional references for educational or governmental entities that can be contacted for an assessment of current or past client satisfaction.

CURRENT REFERENCES

Name of Entity:

Contact Person:

Address:

City: _____ **State:** _____ **Zip:** _____

Phone No.: _____ **Fax No.:** _____ **Email:** _____

Number of Years Using Your Firm's Services:

Type of Legal Services Provided:

Number of administrative hearings conducted and the outcomes of those hearings:

Name of Entity:

Contact Person:

Address:

City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No.: _____ Email: _____

Number of Years Using Your Firm's Services:

Type of Legal Services Provided:

Number of administrative hearings conducted and the outcomes of those hearings:

Name of Entity:

Contact Person:

Address:

City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No.: _____ Email: _____

Number of Years Using Your Firm's Services:

Type of Legal Services Provided:

Number of administrative hearings conducted and the outcomes of those hearings:

PAST REFERENCES

Name of Entity:

Contact Person:

Address:

City: _____ State: ____ Zip: _____

Phone No.: _____ Fax No.: _____ Email: _____

Number of Years Using Your Firm's Services:

Type of Legal Services Provided:

Number of administrative hearings conducted and the outcomes of those hearings:

Name of Entity:

Contact Person:

Address:

City: _____ State: ____ Zip: _____

Phone No.: _____ Fax No.: _____ Email: _____

Number of Years Using Your Firm's Services:

Type of Legal Services Provided:

Number of administrative hearings conducted and the outcomes of those hearings:

Name of Entity:

Contact Person:

Address:

City: _____ **State:** _____ **Zip:** _____

Phone No.: _____ **Fax No.:** _____ **Email:** _____

Number of Years Using Your Firm's Services:

Type of Legal Services Provided:

Number of administrative hearings conducted and the outcomes of those hearings:

PROPOSAL FORM G
Addenda Acknowledgement

Addenda: Changes or corrections to the proposal document will be issued via a numbered addendum format at the time of the pre-proposal conference or at least five (5) calendar days prior to submittal date. Record below the number(s) and date(s) of addenda received, if applicable.

Addendum # _____ Date Received: _____

APPENDIX A

**NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND
SUBMITTED WITH PROPOSAL**

State of California)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, Proposer, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, Proposer, company association, organization, or to any member or agent thereof to effectuate a collusive or sham proposal.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Signature

Date

APPENDIX B

**INSURANCE AFFIDAVIT TO BE EXECUTED BY PROPOSER AND
SUBMITTED WITH PROPOSAL**

State of _____)ss.
County of _____)

The undersigned, being first duly sworn, deposes that he/she is _____

Of _____
herein called the Proposer; that the Proposer has submitted a proposal to provide Executive Consulting Architect Services for the Southwestern Community College District, herein called the District.

The Proposer agrees that he/she is familiar with the circumstances affecting the preparation and making of such proposal, and is properly qualified to make this affidavit; that he/she certifies the following.

Proposer is insured with policy limits not less than the following:

- a. Commercial General Liability:

Bodily Injury &	\$2,000,000	General Aggregate
Property Damage	\$1,000,000	Products Aggregate
	\$1,000,000	Each Occurrence
	\$ 50,000	Fire Damage Limit
	\$ 5,000	Medical Expense Limit
- b. Auto Liability to include owned. Non - owned and hired:

Bodily Injury	\$1,000,000	each person
	\$1,000,000	each accident
Property Damage	\$1,000,000	each accident
or		
Combined Single Limit	\$1,000,000	each accident.
- c. Worker's Compensation Coverage* Statutory for State of California
- d. Professional Liability (Errors and Omissions)
\$3,000,000 Each Occurrence

*Alternatively, a State of California Certificate of Self- insurance may be furnished in lieu of a certificate evidencing Worker's Compensation Insurance.

Subscribed and sworn to before me Firm _____

this _____ day of _____, 2013. Signed _____

Type or print name of affiant.

Notary Public Title _____
My commission expires _____.

APPENDIX C

**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT**

Every person, firm, company or corporation with whom the Southwestern Community College District does business in the amount of \$ 10,000 or cumulative contracts totaling \$10,000 is required to sign the following statement:

Suppliers will not discriminate against any employee or applicant for employment in connection with the performance thereof, because of race, religion, color, age, sex, national origin or physical handicap; and shall take affirmative action to insure that applicants are employed, and employees are treated during employment, without regard to their race, sex, religion, color, age, national origin or physical handicap.

Name of individual, company or corporation.

By: _____

Title: _____

Address: _____

City State Zip Code

(Corporate Seal)

APPENDIX D

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of individual, company or corporation.

By:_____

(Corporate Seal)

Title:_____

Address:_____

City State Zip Code

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

APPENDIX E

SAMPLE OF AGREEMENT FOR DISTRICT EXECUTIVE CONSULTING ARCHITECT

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

Independent Contractor Agreement

(For short or long term contracts with a value of \$3,001 and over)

WHEREAS, it is the desire of the Governing Board of the Southwestern Community College District (hereinafter referred to as "District" or "Client") to contract with _____ as an Independent Contractor (hereinafter referred to as "Contractor" or "Engineer"); and whereas such service will assist the Governing Board in discharging its legal obligation to provide an adequate educational program; and whereas Government Code section 53060 authorizes the Governing Board to enter into contracts to obtain special services and advice in financial, economic, accounting, engineering, legal or administrative matters for the District; and

WHEREAS, Contractor has represented to the Governing Board that Contractor is knowledgeable and qualified in skills required for this project and covenants that Contractor is capable of performing the services required under this agreement; and

WHEREAS, the Governing Board recognizes that Contractor is acting as an independent contractor in the performance of work under this contract, and that Contractor, to the extent required by law, shall be solely responsible for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with the performance of work under this contract; and

WHEREAS, Contractor understands that, for purposes of this Agreement, Contractor is not an employee of the District and does not qualify for employee benefits, including workers' compensation benefits;

NOW THEREFORE, the following is agreed:

I. SERVICES AND WORK PRODUCT(S) TO BE RENDERED BY THE INDEPENDENT CONTRACTOR.

Contractor agrees to undertake, carry out and complete for the Governing Board, in a satisfactory and competent manner, the following services:

II. COMPENSATION, MAXIMUM COST, AND PAYMENT.

- (a) In consideration of the service to be rendered by Contractor as outlined in this agreement, the Governing Board agrees to pay Contractor a total amount not to exceed \$_____ for services and product delivery and subsequent receipt of invoice for services rendered and products delivered by Contractor.
- (b) Invoice shall be processed within thirty (30) days upon receipt and approval by Southwestern Community College District of an invoice, in triplicate, showing services rendered for the period covered by the invoice.
- (c) All invoices submitted must contain the following certification statement: "I certify that payment requested is for appropriate purposes and in accordance with the provisions of the Contract." All invoices must be signed by Contractor's Chief Financial Officer or designee.

(d) Contractor certifies that Contractor has not and will not receive pay for the same services or days of Service by any other public agency.

(e) District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, unless otherwise specifically stated in the Contract.

III. PERIOD OF PERFORMANCE.

This period covered by this agreement shall commence on September 12, 2013 and shall terminate on June 30, 2016.

IV. CONFLICT OF INTEREST.

If the District determines that Contractor is a "Consultant" under Political Reform Act of 1974, Contractor shall comply with all applicable Conflict of Interest laws, including the filing of a Statement of Economic Interest, pursuant to the District's Conflict Code, under a disclosure category or categories as determined by the District's Superintendent/President.

V. INDEPENDENT CONTRACTOR.

Contractor, in the performance of this Contract, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Contract. Contractor shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all of Contractor's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Contractor further represents that it, its employees and subcontractors or sub-consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Contractor's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Contractor's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

VI. TAXES.

Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.

VII. MATERIALS.

Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Contract unless otherwise specifically stated in the Contract. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

VIII. AUDIT AND INSPECTION OF RECORDS.

At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's place of business as specified herein, all data, records, investigation reports and all other materials respecting matters covered by this Contract and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Contract.

IX. CONFIDENTIALITY AND USE OF INFORMATION.

- (a) Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.
- (b) Contractor shall advise the District of any and all materials used, or recommended for use by consultant to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise the District and as a result of the use of any programs or materials developed by Contractor under this Contract the District should be found in violation of any copyright restrictions or requirements, or the District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.
- (c) Notwithstanding the above requirements, to the extent any records or documents associated with the Contractor's services and/or the project are or become public records, they shall be subject to disclosure pursuant to the Public Records Act and applicable California law.

X. EQUAL OPPORTUNITY/NON-DISCRIMINATION.

Contractor shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, or marital status.

Contractor shall ensure that services and benefits are provided without regard to race, color, religion, sex, age, or national origin. Contractor shall comply with the Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.

XI. HOLD HARMLESS.

To the fullest extent permitted by law, Contractor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Contractor shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor agrees to waive all rights of subrogation against the District.

XII. TERMINATION.

- a. Grounds for Termination. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.
- b. Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Contractor to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.
- c. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

XIII. INSURANCE

Contractor agrees to carry comprehensive or commercial general liability insurance with limits of one-million dollars (\$1,000,000) per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability which may arise out of this Contract. Contractor also agrees to carry Automobile Liability Insurance to include owned, non owned or hired with limits of one-million dollars (\$1,000,000) per occurrence. Contractor will also carry Professional Liability Insurance (Errors and Omissions) with limits of one-million dollars (\$1,000,000) per occurrence. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Prior to commencing the performance of services hereunder, Contractor shall provide District with certificates of insurance evidencing all coverage and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents and employees as additional insured under said policy.

XIV. WORKER'S COMPENSATION INSURANCE.

Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Contract, Contractor agrees to defend and hold harmless the District from such claim.

XV. ORIGINALITY.

Contractor agrees that all material produced by the Contractor and delivered to Southwestern Community College District hereunder shall be original, except for such portion as is included with permission of the copyright owners thereof, that it shall contain no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark, patent, statutory or other proprietary rights of others and that it will hold harmless the Governing Board from any costs, expenses and damages resulting from any breach of this representation.

XVI. WORKS FOR HIRE.

Contractor understands and agrees that all matters produced under this Contract shall be works for hire and shall become the sole property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.

Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

XVII. RIGHTS IN DATA.

Contractor grants to the Governing Board the right to publish, translate, reproduce, deliver, use and dispose of, and to authorize others to do so, all data, including reports, drawings, blueprints, and technical information resulting from the performance of work under this Contract.

XVIII. COMPLIANCE WITH APPLICABLE LAWS.

The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Contract or accruing out of the performance of such operations.

XIX. PERMITS/LICENSES.

Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract.

XX. NON-WAIVER.

The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Contract shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

XXI. SEVERABILITY.

If any term, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

XXII. ASSIGNMENT.

This Contract is not assignable by Contractor either in whole or in part, nor shall the Contractor further contract for the performance of any of its obligations hereunder, without the prior written consent of the Governing Board.

XXIII. LAWS GOVERNING.

This Contract shall be governed by and construed in accordance with the laws of the State of California.

XXIV. ENTIRE AGREEMENT/MODIFICATION.

This Contract and the Attachments hereto contain the entire agreement of the parties, and no representation, provision, warranty, term, condition, promise, duty or liability, expressed or implied, shall be binding upon or applied to either party, except as herein stated. No amendment or modification of any term, provision or condition of this Contract shall be binding or enforceable unless in writing and signed by each of the parties.

XXV. NOTICES.

All notices to any party hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served, if personally served or if sent by registered mail addressed to the parties at their address indicated in this Contract.

This Contract is entered into this 11th day of September, 2013.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date thereof.

INSERT FIRM NAME HERE

Southwestern Community College District

Name:

Melinda Nish, Ed.D.

SS#/Federal Tax ID:

Superintendent/President

900 Otay Lakes Road

Address:

Chula Vista, CA 91910-7299

City/State/Zip:

Telephone: 619 482-6301/Fax: 619 482-6413

Telephone:

Fax:

Signature: _____

Date: _____

Are you a District employee? Yes No

Is a Credential or Special License required for this consultancy? Yes No

If yes, please specify and attach a copy of current License. _____

Signature: _____

Date: _____

Originator:

Account No.:

APPENDIX F

Southwestern Community College District Executive Consulting Architect Services Submission Checklist

Item	Included in RFP Response
Proposal Form A: General Information	
Proposal Form B: Mandatory Responses	
Proposal Form C: Personnel Experience	
Proposal Form D: Fee and Rate Proposal	
Proposal Form E: General Terms and Conditions	
Proposal Form F: References	
Proposal Form G: Addenda Acknowledgement	
Appendix A: Non-Collusion Declaration	
Appendix B: Insurance Affidavit	
Appendix C: Equal Opporutnity Affirmative Action Statement	
Appendix D: Contractor's Certificate Regarding Workers' Compensation	
Appendix E: Sample Agreement for District Legal Services	
Appendix F: Submission Checklist	