



Request for Proposal No. 2223-0187
for
Classification & Compensation Reviews
as Needed/On-Call Basis
for the Southwestern Community College District

Due By

June 6, 2023

AT: 10:00 AM

Procurement, Central Services and Risk Management

Electronic Submittal to: swcbidsandproposals@swccd.edu



Table of Contents –

1. District Overview..... 3

2. Purpose of Solicitation 3

3. Submission 3

4. Presentations and/or Interviews 4

5. Request For Information and Clarification 4

6. Solicitation Timeline..... 4

7. Award Without Discussion..... 5

8. Contract Commencement/Term..... 5

9. Independent Contractor Status 5

10. Responses 5

11. Evaluation of Proposals (Evaluation Matrix)..... 6

12. Scope of Service 7

13. Proposal Forms 9

 Form A – General Information 9

 Form B – General Overview & Experience of the Consultant..... 11

 Form C – Personnel Experience 12

 Form D – Fee and Rate Proposal..... 14

 Form E – General Terms and Conditions 16

 Form F – References 20

14. Appendices..... 24

 Appendix A - Non-Collusion Declaration..... 24

 Appendix B - Equal Opportunity Affirmative Action Statement
 (Requires Corporate Seal) 25

 Appendix C - Consultant's Certificate Regarding Worker' Compensation 26

 Appendix D - Sample Agreement 27



Request for Proposals for Qualifications and Pricing
For
Classification & Compensation Reviews as Needed/On-Call Basis

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 26,000 students and more than 600,000 students have attended Southwestern College since it opened its doors. The District employs approximately 1,400 employees (full and part time).

The District successfully passed Proposition AA in 2000 for \$89 million of which all funds have been utilized, followed by successfully passing its \$389 million Proposition R in November 2008, of which \$290 million of Build America Bonds (BAB) and General Obligation Bonds (GOB) have been received to date. Additionally, the District successfully passed its \$400 million Proposition Z in November of 2016, ensuring continuity in the execution of the District’s 2018 Facilities Master Plan.

PURPOSE OF SOLICITATION

The purpose of this Solicitation is to seek qualified consultants, firms, or companies, (hereinafter “Consultant”) interested in providing the District with a comprehensive classification and compensation review of positions on an on-call/as needed basis to ensure the currency and consistency of job/classification descriptions and the appropriate placement on the District’s salary schedules.

SUBMISSION

Time is of the essence in this solicitation. The District seeks responses to this solicitation no later than **10.00 a.m. on June 6, 2023**, via e-mail to **swcbidsandproposals@swccd.edu**. The responses must be submitted in a single attachment in Word, or PDF format and not exceed file size of 10MB. Responses with documents exceeding 10MB in size please save documents to a smaller file size and send as separate emails. Subject line of e-mail containing response should read **“name of your company/submittal of Response for Classification & Compensation Reviews as Needed/On-Call Basis.”**



PRESENTATIONS/INTERVIEWS

The review committee may feel the need to conduct interviews, Propers will be shortlisted and will be required to make oral and visual presentations. Should the review committee feel the need to interview the shortlisted Proposers, all interviews/presentations will be conducted on a date selected by the review committee and will be held between the hours of 8:00AM and 5:00PM. The Consultant team identified to work with the District for the services identified in this solicitation must be present for the Interview. Oral presentations will be evaluated and will be subjected to a selection criteria.

REQUEST FOR INFORMATION AND CLARIFICATIONS

All requests for clarifications and information related to this solicitation must be sent via email directed to: swcbidsandproposals@swccd.edu no later than 4:00PM on May 26, 2023.

SOLICITATION TIMELINE

Date of Issue	May 12, 2023
Request for Information Deadline	Friday, May 26, 2023 4:00 PM
District Responds to RFI's	May 30, 2023 By End of Day
Due Date	Tuesday, June 06, 2023 By 10:00 AM
Presentations – if needed	Date To Be Determined Between the hours of 8:00AM to 5:00PM Please make sure your firm is available should the Selection committee require you present
Anticipated Governing Board Approval	July 10, 2023 (or Sooner if possible) If delays for approval occur, selected Firm will be notified.



AWARD WITHOUT DISCUSSION

The District reserves the right to make an award without further discussion of the responses received. Therefore, it is critical that, all responses 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 responses. Performance period for this contract is anticipated to begin as soon as a qualified firm is identified and continue for a period of three years. Contract may be extended prior to the initial term expiration for an additional two (2) year term. Such extension will be required to be in writing in the form of an amendment to the original agreement.

INDEPENDENT CONTRACTOR STATUS

It is expressly understood that the firm named in any contract entered into by the District is acting as an “Independent Consultant/Contractor” and not as an agent or employee of the District.

RESPONSES

Response to this solicitation shall be brief and concise and should not include lengthy narratives and promotional materials. The responses should be typed in 12 point font size and shall not **exceed Eight (8) pages** in length, if possible, excluding appendices. The form, content and sequence of the response should follow the outline presented below:

Proposal Forms

- **General Information** – Provide a Cover Letter per the requirements of **FORM A**.
- **General overview, experience of the Consultant** – Provide Responses to **FORM B**.
- **Personnel Experience** – For each individual being proposed on this study, provide the name(s), title(s), qualification(s), license information, availability and location of key staff members and supervisory personnel expected to work on this study, using the format outlined on **FORM C**. Please include an organizational chart for the proposed staff and indicate who will be the District’s contact person for this Project.
- **Fee and Rate Proposal** – **FORM D**.
- **General Terms and Conditions** – **FORM E**.
- **References** – Provide six (6) (three (3) current and three (3) previous) references using the format outlined in **FORM F**.

Appendices

- Non-Collusion Declaration – **Appendix A**.
- Equal Opportunity Affirmative Action Statement (requires Corporate Seal) – **Appendix B**.
- Consultant’s Certificate Regarding Worker’s Compensation – **Appendix C**.
- Sample Agreement/Contract (For reference) – **Appendix D**.



EVALUATION OF PROPOSALS

The responses to this RFP shall be primarily evaluated based upon qualifications, expertise of the Consultant and personnel, demonstrated knowledge and experience with public agencies comparable to the District. Compatibility and fit with District needs along with estimated fees are other important evaluation considerations in this solicitation. The responses to this solicitation will be reviewed by a review committee of District representatives. This same review committee will recommend award of Agreement to the Governing Board.

Evaluation Matrix	100 Points Max
Qualifications, Approach to providing services and Expertise of the Firm	20 Points
Qualifications, Technical Expertise of Personnel assigned to execute the contract	20 Points
Experience and Client References on Relevant, Similar Work Accomplished for Public Agencies Comparable to District (California public schools)	20 Points
Interview and Presentation	20 Points
Fee/Cost for Services	10 Points
Quality and responsiveness of response (adherence to forms, instructions and requirements)	10 Points



SCOPE OF SERVICE

Conduct a comprehensive classification and compensation review of the positions and classifications as received from District staff.

- Conduct reclassification studies as requested
- Review background materials available for analyses
- Conduct phone and/or on-site meetings and conferences as necessary for data collection, analysis, and report presentation
- Conduct job analysis audits
- Prepare new job descriptions review existing job descriptions and make updates as necessary
- Collect labor market data, as necessary; compile and format data
- Conduct internal relationship analysis
- Develop salary recommendations
- Prepare and submit draft and final recommendations and report
- Attend appeal hearings, as necessary

Specific responsibilities will include the following:

- A. Reviewing and updating class specifications or job descriptions for each class in accordance with the District’s format, adhering to the requirements of the Americans with Disabilities Act (ADA); recommending class specification development (i.e. new, changes to existing, and consolidated class specifications) where feasible; providing new and/or updated class specifications in both original (hard copy) and electronic format using Microsoft Word.
- B. Recommending the allocation of each position to an appropriate classification utilizing the ‘whole job’ approach to position classification.
- C. Recommending modifications to class specifications, class consolidation, and/or the creation of new classes as indicated by, for example, changes in assigned tasks, changes in reporting, review data and analysis, providing a narrative for each recommendation that explains the basis for the recommendation.
- D. In the event that the District engages to perform a District-wide classification and compensation study, there will be a need to establish appropriate benchmark classes for survey comparison purposes.
 - Using a compensation survey cohort group of institutions for each of the existing Units (CSEA, SCEA, SCCDAA, Confidentials and Non-Union member) that consists of other California community college districts (excluding basic aid districts) that are relevant geographically and are similar in institutional composition. A minimum of five (5) comparable positions will be reviewed per benchmark classification.
 - Conducting a comprehensive compensation survey for benchmark classifications, to include calculating the mean and median, minimum/maximum, and quartile salary for each benchmark classification.



- E. Develop and apply appropriate salary relationships among all of the classifications within each of the existing Units based upon internal relationships within occupational series, and the relationship of each District classification to the appropriate benchmark classification.
- F. Recommend appropriate salary range placement for all classes within the existing Units based upon internal relationships and external salary data, and providing a narrative for each recommendation that explains the basis for the recommendation.

Process Requirements

- Conducting, as needed, a series of orientation meetings and presentations to explain the process and define guidelines as to when a position qualified for reclassification.
- Develop position information questionnaires and administer the questionnaires to incumbents engaged in processing individual reclassifications.
- Conduct interviews with position incumbents within each class for verification and clarification purposes.
- Submit status reports to the Human Resources staff (or Steering Committee if working on District-wide classification & compensation study), providing written reports on unresolved issues, discrepancies, inconsistencies, etc.
- Present preliminary recommendations and draft reports to the Human Resources staff.
- Provide two appeals processes:
 - The first for the classification of the reclassification review (or study, if applicable)
 - The second will focus on the compensation of the review or study
 - The Consultant will review/hear the appeals of affected Unit employees regarding the Consultant’s recommendations for treatment of their positions or classifications.
 - The Consultant will prepare a written response for each appeal that describes the nature of the appeal issue and explains the basis for the appeal recommendation.
- Present final classification and compensation recommendations to the Human Resources staff.
- Develop, or review existing, communication materials describing the process of reclassification or a District-wide study, if in progress, as well as instructions for completing position information questionnaires for distribution to all Unit employees during employee orientation sessions or as needed when reclassification is being considered by a Unit employee.
 - Provide a video recording, in Close Caption, of an orientation session and of the instructions to complete the questionnaire. This will allow for Unit employees who missed face-to-face orientations or instruction sessions to review the videos for directions through this process.
 - All video recordings will be loaded onto the District’s SharePoint portal for easy access by all Unit employees. *(This bullet point may apply to individual Classification reviews or Global Classification reviews)*



FORM A
General Information

1. Cover Letter

Cover letter to District in addition to the Consultant’s narrative must include the information noted below in a letter format.

The individual who is authorized to bind the Consultant contractually to an agreement for the **Classification & Compensation Reviews as Needed/On-Call Basis** Solicitation must sign the cover letter, which must accompany the response. This cover letter must indicate the signer is so authorized and must indicate the title or position that the signer holds in the Consultant’s firm. **An unsigned cover letter may cause the response to be rejected.** The cover letter must contain a statement that the Consultant acknowledges that all documents submitted pursuant to this request for response process will become a matter of public record. The letter must also contain the following:

- The Consultant’s name, address, e-mail, telephone, and facsimile number.
- The Consultant’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 Consultant 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 response is a firm and irrevocable offer, good for 90 days. Please complete Proposal Form A through F and Appendices B and C as part of your response.
- A statement expressing the Consultant’s willingness to perform the services as described in this Solicitation.
- A statement indicating that all forms, certificates and compliance requirements included in this Solicitation are completed and duly submitted in the response.
- A statement expressing the Consultant’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 solicitation.



2. Consultant Corporate Information

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

- Business License Number: _____

- Number of years in business under firm name: _____

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

- Have there been any recent (within the last three (3) 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 _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



FORM B
General Overview & Experience of the Consultant

For each of the following questions please limit your response to no more than one page per question. **Responses should be in 12 point type and not exceed eight (8) pages in length, excluding sample reports, screen shots and numerical analyses, if applicable.** Each response shall specifically address the following topics. Please refrain from submitting general marketing materials which do not explicitly respond to the questions below. Ensure each question is numbered per the numbering below and each question is clearly identified and precedes the response.

1. Qualifications and Experience of Firm
 - Detail noteworthy experience including each team member’s experience in providing Classification and Compensation Reviews for other entities (at least 6, but no more than 10) similar in scope, size or discipline to the required services described in this solicitation, performed or undertaken within the past five years. At least two such experiences must relate to a California Community College.
 - Provide references, including name, address and telephone number of a contact person for each project identified and described above. Indicate commencement dates, duration and type of operation **(Use Proposal Form F)**.
 - Provide a list of all Public School District or Community College District clients in the State of California.

2. Project Manager/Lead Personnel and Key Technical Personnel
 - Clearly identify the professional staff - person(s) who would be assigned as your Project Manager/Lead Personnel and key technical personnel and provide resumes for each. The response should indicate the abilities, qualifications, licenses, certifications and experience of these individuals **(Use Proposal Form C)**.
 - Furnish brief resumes (not more than two (2) pages long) for all key personnel; include these as an appendix and not in the body of this section.

3. Work Plan/ Technical Approach for the Scope of Work outlined in the Solicitation provide a narrative describing the firm’s understanding of the task and indicate the following:
 - Approach used to accomplish the work and satisfy the objectives in this Solicitation.
 - Describe the resources needed from the District to complete the work; declare any other critical assumptions upon which your work plan is based.
 - Issues to be considered in completion.
 - Explain the proposed team’s roles and responsibilities.
 - Any project contingencies or dependencies.
 - Describe and if appropriate, qualify the deliverables to be furnished to the District during and at the conclusion of this project (e.g. final report in 5 copies, 2 oral presentations of project findings).

4. Why Should the District choose you as our Consultant
 - How do you differentiate your services from your competition?
 - How do you see yourself being a good fit for the District?



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	
Licenses and Certifications	

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	
Licenses and Certifications	



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	
Licenses and Certifications	

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	
Licenses and Certifications	



FORM D
Fee and Rate Proposal

Cost of Services & Team Members Hourly Rates	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4 (Optional)	Year 5 (Optional)
List all rates & costs that apply					
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

List any other types of services generating a cost for the District plus a formula or explanation as to how these additional costs will be determined and billed to the District. Include a "Not to Exceed" amount.

Pricing should be submitted for the entire contract term/performance period.



Fee and Rate Proposal – Continued

THIS PAGE OPTIONAL

If your firm offers District-Wide (Global) Classification and Compensation Study Services, provide a separate fee schedule in the event the District engages, with all Units, in a District-Wide Classification and Compensation Study.

Cost of Services & Team Members Hourly Rates	Hourly Rate				
List all rates & costs that apply	Year 1	Year 2	Year 3	Year 4	Year 5
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$



FORM E
General Terms and Conditions

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

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

Consultant Certification: The Consultant certifies that this response/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 Consultant agrees to execute a contract in accordance with this Proposal and the District's Instructions for submittal requirements within twenty one (21) calendar days of receipt of written notice of acceptance of the Proposal by the District.

Assumption of Contract: The Consultant agrees to assume operations under the contract on or before ten (10) calendar days following the District's notification to proceed.

Exceptions to Specifications: In submitting a response, the Consultant affirms acceptance of the complete Conditions Specifications and Requirements associated with the District's Solicitation document, unless otherwise stipulated. Any variances or exceptions which the Consultant wishes to note with respect to any of the Conditions, Specifications, or any District Service Requirements are to be stated in detail and submitted as Appendix: "Solicitation Exceptions".

Conflicts of Interest: All Consultants 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 Consultants 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 Consultant's firm or any of its branches. Submit this information on an attachment to the response which is titled "Conflict of Interest" and include the person's name, interest or position, and percent of ownership, if applicable.

Required Submittals: The Consultant'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 Consultant which the District judges to have submitted the response most favorable to the District, with the District being the sole judge thereof.



Ordinances, Laws and Regulations: The Consultant 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 Consultant 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 Consultant operations. All operations and materials shall be in accordance with all applicable Federal, State, County and City laws, statutes and requirements.

Cost of Preparing Responses: Any and all costs associated with the preparation of responses to this Solicitation, including site visits, oral presentations and any other costs shall be entirely the responsibility of the Consultant and shall not be reimbursable in any manner by the District.

Completion of Responses: Responses shall be completed in all respects as required by the instructions herein. A response may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A response will be rejected if, in the opinion of the District, the information contained therein was intended to erroneously and fallaciously mislead the District in the evaluation of the response.

Examination of Contract Documents: Consultants shall thoroughly examine the contents of this Solicitation. The failure or omission of any Consultant to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve the firm from obligations with respect to this Solicitation or to the contract to be awarded. The submission of a response shall be taken as prima facie evidence of compliance with this section.

If any ambiguity, conflict, discrepancy, omission or other errors in the Solicitation is discovered, then the Consultant shall immediately notify the District of the error in writing and request modification or clarification of the document. All requests for clarifications shall be sent to the Director of Procurement, Central Services and Risk Management by email.

Independent Contractor Status: It is expressly understood that the firm named in any contract entered into by the District is acting as an "independent contractor" and not as an agent or employee of the District.

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. Consultant 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 Consultant agreed to perform, shall be borne and paid for by the Consultant.



Quality of Work: The Consultant 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 Consultant shall be required to correct the same at their own expense.

Quality of Personnel Assigned to the Work: The Consultant 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 Solicitation to be incompetent or unfit for his/her duties and so inform the Consultant, the Consultant 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.

Default: The District shall hold the Consultant responsible for any damage which may be sustained because of the failure or neglect of the Consultant 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 Solicitation. If the Consultant 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 Solicitation, the District may, upon written notice to the Consultant, 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 Consultant. 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 Consultant's default may be collected by the District from the Consultant and/or from the surety on the performance bond, if any.

Consultant Conduct: During the Solicitation window (from release of this Solicitation to final award), Consultant 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.



Legally Binding: It is further certified that the person whose signature appears below is legally empowered to bind the company in whose name the response 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



FORM F
References

Each Consultant must be able to present both current and past evidence of satisfactory experience in providing services requested. The District is particularly interested in evaluating references from other public community colleges similar to size and function of Southwestern Community College District. Please list three (3) current and three (3) past references for California educational or public entities that can be contacted for an assessment of current or past client satisfaction using the format outlined below.

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 System/Services Provided: _____

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 System/Services Provided: _____



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 System/Services Provided: _____

Additional Comments (optional):



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 System/ Services Provided: _____

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 System/ Services Provided: _____



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 System/ Services Provided: _____

Additional Comments (optional):



APPENDIX A
Non-Collusion Declaration

**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 response that the response is not made in the interest of, or on behalf of, any undisclosed person, Consultant, company, association, organization, or corporation; that the response is genuine and not collusive or sham; that the Consultant has not directly or indirectly induced or solicited any other Consultant to put in a false or sham response, and has not directly or indirectly colluded, conspired, connived, or agreed with any Consultant or anyone else to put in a sham response, or that anyone shall refrain from submitting a response; that the Consultant has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the response price of the Consultant or any other Consultant, or to fix any overhead, profit, or cost element of the response price, or that of any other Consultant, 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 response are true; and, further, that the Consultant has not, directly or indirectly, submitted his or her response 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, Consultant, company association, organization, or to any member or agent thereof to effectuate a collusive or sham response.

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

Signature



APPENDIX B
Equal Opportunity Affirmative Action Statement

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT

Consultant hereby certifies that in performing work or providing products for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Consultant shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section

12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this _____ day of _____, 2023.

Name of individual, company or corporation

By: _____

Title: _____

Address: _____

City State Zip Code



APPENDIX C
Consultant’s Certificate Regarding Worker’s 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: _____

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 D

Sample Agreement

The District will NOT accept any exceptions to any agreement terms and conditions

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT No. \$formula(\$company_name) is made and entered into on \$formula(\$date_of_governing_board_meeting), between **SOUTHWESTERN COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “DISTRICT”, and \$formula(\$company_name), hereinafter referred to as “CONSULTANT”. The DISTRICT and the CONSULTANT are sometimes referred to herein as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT requires specialized services and/or advice in connection with certain consulting, financial, economic, accounting, estimate and/or administrative matters where such services and advice are not available to the DISTRICT without cost either internally or from other public agencies;

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

WHEREAS, if the nature of Consultant Services requires the CONSULTANT to be licensed, permitted or otherwise authorized by a governmental agency to complete the Consultant Services, CONSULTANT shall obtain and keep in full force and effect all such required license(s), permit(s) or other authorization(s).

WHEREAS, the Consultant Services are “special services” as that term is used and defined in Government Code §53060.

WHEREAS, DISTRICT desires to obtain specialized services and/or advice for **Classification and Compensation Reviews as Needed/On-Call Basis**, hereinafter referred to as the “PROJECT”, located within the DISTRICT; and

WHEREAS, CONSULTANT has indicated its willingness and commitment to provide its specialized services and/or advice to the DISTRICT on the terms hereafter set forth in this AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree as follows:



ARTICLE I
SCOPE OF SERVICES AND RESPONSIBILITIES

1. Services. The CONSULTANT shall provide to the DISTRICT on the terms set forth herein and all the services articulated in the CONSULTANT’s scope of work which is attached hereto and incorporated herein as EXHIBIT “A” (“Services”). The PARTIES agree if there is a proposal or similar document attached or incorporated into **EXHIBIT “A”**, that the terms of this AGREEMENT shall be controlling over any of the terms contained within the CONSULTANT’s proposal or similar document.

2. AGREEMENT Term. The term of this AGREEMENT shall begin _____ and shall end _____, in accordance with the schedule as stated in EXHIBIT “A”. This AGREEMENT may be extended upon written consent by both PARTIES. The District reserves the option to extend the terms of the contract for additional periods consisting of 12 months each. This AGREEMENT shall not exceed a five (5) years term total.

3. CONSULTANT makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT’s engagement hereunder:

a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the Services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform, for the benefit of the DISTRICT, such Services as are called for hereunder.

b. CONSULTANT, in providing the Services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers’ compensation and equal protection and non-discrimination laws. CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services.

4. The CONSULTANT will perform its Services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The CONSULTANT will furnish, at its expense, those Services that are set forth in this AGREEMENT and **EXHIBIT “A”** and represents that the Services set forth in said EXHIBIT are within the technical and professional areas of expertise of the CONSULTANT or any sub-CONSULTANT the CONSULTANT has engaged or will engage to perform the Service(s). The DISTRICT shall request in writing if the DISTRICT desires the CONSULTANT to provide Services in addition to,



or different from, the Services described in **EXHIBIT “A”**. The CONSULTANT shall advise the DISTRICT in writing of any Services that, in the CONSULTANT’s opinion, lie outside of the technical and professional expertise of the CONSULTANT.

5. The CONSULTANT shall provide any required DSA reports, certifications or forms for each of the DSA application numbers included under this PROJECT within ten (10) days of that specific DSA application number PROJECT completion. Depending on the nature of Consultant Services contemplated in this agreement, the District may at its discretion, waive this provision 5 in its entirety.

6. CONSULTANT warrants that all of CONSULTANT’s employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. CONSULTANT 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 CONSULTANT’s employees who are determined, by the 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 CONSULTANT’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 CONSULTANT and shall not be re-employed to perform any of the Services or to work on the PROJECT.

7. The CONSULTANT is not authorized to modify, waive, eliminate, or add any requirement to the PROJECT’s specifications or other contract documents, nor to approve or accept any portion of the PROJECT work, unless specifically authorized in writing by the DISTRICT or its authorized representative. The CONSULTANT shall not have the right to reject work or the right to stop work, except for such periods as may be required to conduct sampling, testing or inspection of work covered by this AGREEMENT.

ARTICLE II

PAYMENTS TO CONSULTANT

1. Basic Services: CONSULTANT agrees to perform basic Services provided by this AGREEMENT, and DISTRICT agrees to pay CONSULTANT for such Services, a not to exceed amount of \$formula(\$amountcontract_value_spelled_out) (\$formula(\$total_cost_if_all_renewals_exercised)) in accordance with **EXHIBIT “A”**. Compensation for Additional Services shall be dependent upon CONSULTANT’s compliance with the provisions outlined in ARTICLE IV below and shall be calculated in accordance with the rates set forth in **EXHIBIT “A”**.

2. Reimbursable Costs/Expenses: The DISTRICT recognizes that certain costs and expenses associated with the Services performed are reimbursable to the CONSULTANT.



Provided that the CONSULTANT obtains the DISTRICT’s prior written approval, costs and expenses will be reimbursed to the CONSULTANT in accordance with this ARTICLE. The DISTRICT’s prior written authorization is an express condition precedent to any reimbursement to the CONSULTANT of such costs and expenses, and no claim for any additional compensation or reimbursement shall be valid absent such prior written approval by the DISTRICT and calculated in accordance with the rates set forth in **EXHIBIT “A”**. The CONSULTANT’s mileage and travel time shall not be considered as an allowable reimbursable expense. The descriptive categories of expenses that may be considered for reimbursement are as follows, and any other reimbursable expenses must be approved in writing by the DISTRICT:

- a. Approved reproduction of reports and/or other documents in excess of the copies required by this AGREEMENT;
- b. Authorized Fees advanced for securing approval of authorities in connection with the Services rendered pursuant to this AGREEMENT; and
- c. Cost of sub-CONSULTANTS hired by CONSULTANT with prior written approval of DISTRICT.

3. The CONSULTANT shall submit invoices on a monthly basis to the DISTRICT for the fees incurred during the billing period and reimbursable expenses (if any). Separate invoices shall be submitted for each PROJECT if applicable. 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.

4. 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 AGREEMENT.” All invoices must be signed by CONSULTANT’s Chief Financial Officer or designee.

5. CONSULTANT certifies that CONSULTANT has not and will not receive pay for the same services or days of Service by any other public agency.

6. DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT, unless otherwise specifically stated in the AGREEMENT.

The DISTRICT may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the DISTRICT from loss, including costs and attorneys’ fees, on account of: (1) defective or deficient work product not remedied; (2) failure of the CONSULTANT to make payments properly to its employees or sub-CONSULTANTS; or (3) failure of CONSULTANT to perform its services in a timely manner so as to conform to PROJECT schedule.

ARTICLE III

TERMINATION



7. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of an uncured substantial failure of performance by such other PARTY, including insolvency of CONSULTANT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

8. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all Services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONSULTANT for Board approved Additional Services. In ascertaining the Services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings (if applicable), reports and/or other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased CONSULTANT and replacement CONSULTANT costs, shall be deducted from payments to the CONSULTANT.

9. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Paragraph 4 below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

10. This AGREEMENT may be terminated without cause by DISTRICT upon twenty (20) days written notice to the CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay CONSULTANT for all Services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT for Board approved Additional Services.

11. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before. The PARTIES may agree in writing to submit any dispute between the PARTIES to mediation and/or arbitration.



ARTICLE IV
ADDITIONAL SERVICES

12. CONSULTANT shall notify the DISTRICT in writing of the need for Additional Services required due to circumstances beyond the CONSULTANT’s control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering any Additional Services. The DISTRICT may also require CONSULTANT to perform additional services which are, in the DISTRICT’s discretion, necessary. Compensation for all Additional Services shall be negotiated and approved in writing by the DISTRICT before CONSULTANT performs such Additional Services. CONSULTANT shall not be entitled to any compensation for performing Additional Services that are not previously approved by the DISTRICT in writing. Additional Services may include:

d. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents;

e. Preparing reports and other documentation and supporting data, and providing other Services in connection with PROJECT modifications required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT;

f. If the DISTRICT requests additional shifts to complete the Services articulated in **EXHIBIT “A”** where the requests for additional shifts do not arise from the direct or indirect negligence, errors or omissions on the part of CONSULTANT, the CONSULTANT’s compensation is expressly conditioned on the lack of fault of the CONSULTANT; and

g. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT’s industry.

ARTICLE V
SUCCESSORS AND ASSIGNS

13. It is mutually understood and agreed that this AGREEMENT shall be binding upon the DISTRICT and its successors and upon the CONSULTANT, its partners, successors, executors, and administrators. Neither this AGREEMENT, nor any monies due or to become due thereunder, may be assigned by the CONSULTANT without the written consent and approval of the DISTRICT.



ARTICLE VI
AUDIT AND INSPECTION OF RECORDS OF THE CONSULTANT

1. At any time during the normal business hours and as often as DISTRICT may deem necessary, CONSULTANT 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 CONSULTANT and CONSULTANT 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 AGREEMENT. CONSULTANT shall allow inspection of all work, data, documents, proceedings, and records related to the AGREEMENT for a period of four (4) years from the date of final payment under this AGREEMENT.

ARTICLE VII
REPORTS AND/OR OTHER DOCUMENTS

14. The reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT’s CONSULTANTS in accordance with this AGREEMENT, shall be and remain the property of the DISTRICT (hereinafter “PROPERTY”). The DISTRICT may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT’s receipt of the DISTRICT’s written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT within seven (7) calendar days. Failure to comply with the requirements in this Article shall be deemed a material breach of this AGREEMENT.

ARTICLE VIII
INDEMNITY AND INSURANCE

15. Indemnification. To the fullest extent permitted by law, CONSULTANT 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 CONSULTANT, its officials, officers, employees, subcontractors, CONSULTANTS or agents in connection with the performance of the CONSULTANT's Services, the PROJECT or this AGREEMENT, including without limitation the payment of all consequential damages, expert witness fees and attorney’s fees and other related costs and expenses, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, or agents. CONSULTANT 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. CONSULTANT'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 CONSULTANT'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 CONSULTANT. CONSULTANT agrees to waive all rights of subrogation against the DISTRICT.

h. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE VIII, PARAGRAPH 1 OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

i. ANY ATTEMPT TO LIMIT THE CONSULTANT’S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE CONSULTANT.

16. District Indemnity of CONSULTANT. The DISTRICT shall indemnify and hold harmless Consultant from claims arising out of bodily injury (including death) and physical damage which arise out of the negligent or willful acts, omissions or other conduct of the DISTRICT.

17. Insurance. CONSULTANT 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 CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT’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:

j. The CONSULTANT 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).

k. Commercial general liability insurance with limits of not less than TWO MILLION DOLLARS (\\$2,000,000) and automobile liability insurance with limits of not less than ONE MILLION DOLLARS (\\$1,000,000) for bodily injury and property damage liability, per occurrence, including coverage for the following:

- i. Owned, non-owned and hired vehicles;
- ii. Blanket contractual;
- iii. Broad form property damage;
- iv. Products/completed operations; and
- v. Personal injury.

l. Professional liability insurance (errors and omissions), including contractual liability, with limits of ONE MILLION DOLLARS (\\$1,000,000), per claim. 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. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination. Depending on the nature of Consultant Services contemplated in this AGREEMENT, the DISTRICT may at its discretion waive this section for Professional liability insurance requirement in its entirety.

m. Valuable Document Insurance. The CONSULTANT shall carry adequate insurance on all reports, drawings, specifications, record drawings and/or other documents as may be required to protect the DISTRICT in the amount of its full equity in those reports, drawings, specifications, record drawings and/or other documents, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the CONSULTANT, and the DISTRICT shall be named as an additional insured. Depending on the nature of Consultant Services contemplated in this AGREEMENT, the DISTRICT may at its discretion waive and or modify this section for Valuable Document Insurance requirement.

n. Each policy of insurance required in Paragraph b above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. In the event CONSULTANT 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 CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

o. Policy Endorsements; Evidence of Insurance. Prior to commencing work, CONSULTANT shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required herein. All policies of insurance required herein shall be issued by insurer(s) authorized to issue insurance policies by the State of California and who are A.M. Best rated at least A-/VII. Coverages under each policy of insurance required herein, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

p. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such sub-CONSULTANT to purchase and maintain insurance coverage for the types of insurance referenced in ARTICLE VIII, Paragraphs 2a, b, c, and d above in amounts which are appropriate with respect to that sub-CONSULTANT's part of work which shall in no event be less than FIVE HUNDRED THOUSAND DOLLARS (\\$500,000) per occurrence.



ARTICLE IX
MISCELLANEOUS

18. Control and Payment of CONSULTANT and its Subordinates. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT’s 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 Workers’ Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT’s employees or agents as they relate to the Services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT’s employees.

19. Prevailing Wages. If applicable and required under California Labor Code section 1720 *et seq.*, AGREEMENT or shall pay, and shall cause all sub-consultants and/or subcontractors of every tier to pay, not less than the specified prevailing wage rates, to the extent applicable, to all workers employed to perform work or Services under this AGREEMENT. CONSULTANT shall defend, indemnify and hold DISTRICT, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the CONSULTANT and all sub-consultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor, and debarment of contractors and subcontractors.

20. Registration. If the services are being performed as part of an applicable “public works” or “maintenance” project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the CONSULTANT and all sub-consultants must be registered with the Department of Industrial Relations (“DIR”). CONSULTANT shall maintain registration for the duration of the project and require the same of any sub-consultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be CONSULTANT’S sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

21. Installation Requirements. If applicable all installation, integration, and other potentially public works construction activities which may be contemplated by CONSULTANT, shall be performed in accordance with all applicable, laws, rules, and regulations of the DISTRICT.

22. Taxes. CONSULTANT acknowledges and agrees that it is the sole responsibility of CONSULTANT 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 CONSULTANT’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.

23. Ownership of Materials and Confidentiality.

a. CONSULTANT 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. CONSULTANT'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.

b. All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by CONSULTANT pursuant to this AGREEMENT, shall be the sole property of the DISTRICT, except that CONSULTANT shall have the right to retain copies of all such documents and data for its records. DISTRICT shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this AGREEMENT shall be at DISTRICT's sole risk and provided that CONSULTANT shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this AGREEMENT.

c. All such materials and data shall be provided to the DISTRICT, or such other agency or entity as directed by DISTRICT or required by law, rule or regulation, immediately upon completion of the term of this AGREEMENT as directed by DISTRICT. Should DISTRICT wish to obtain possession of any such materials or data during the term of this AGREEMENT, it shall make its request in writing. Such information shall be provided to the DISTRICT within forty-eight (48) hours of its request.

24. No Third Party Beneficiaries. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

25. Conflicting Provisions. THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY PROPOSAL, GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS **EXHIBIT "A"** SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE CONSULTANT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE CONSULTANT MAY BE



INCORPORATED INTO THIS AGREEMENT AS **EXHIBIT “A”** BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE CONSULTANT’S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

26. Consultation with Legal Counsel. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

27. Time is of the Essence. Time is of the essence with respect to all provisions of this AGREEMENT.

28. Attorneys’ Fees. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney’s fees.

29. Exhibits and Recitals. All exhibits and recitals referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof with the exception of those documents or provisions that are subject to the exclusions specifically set forth in this AGREEMENT.

30. Interpretation. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

31. Non-Waiver. None of the provisions of this AGREEMENT shall be considered waived by either party, unless such waiver is expressly specified in writing.

The failure of District or CONSULTANT 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.

32. Counterparts. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.

33. Confidentiality and Use of Information:

a. CONSULTANT 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.

CONSULTANT 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 CONSULTANT shall fail to so advise the DISTRICT and as a result of the use of any programs or materials developed by CONSULTANT under this AGREEMENT 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, CONSULTANT agrees to indemnify, defend and hold harmless, DISTRICT against any action or claim brought by the copyright holder.

b. Notwithstanding the above requirements, to the extent any records or documents associated with the CONSULTANT’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.

34. Governing Law: This AGREEMENT shall be governed by the laws of the State of California.

35. Severability: If any portion of this AGREEMENT is held as a matter of law to be unenforceable, the remainder of this AGREEMENT shall be enforceable without such provisions.

36. Notices: All notices or demands to be given under this AGREEMENT by either PARTY to the other shall be in writing and given either by: (a) personal service; or (b) by U.S. Mail, mailed either by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either PARTY may be changed by written notice given in accordance with the notice provisions of this Paragraph. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:



To the DISTRICT:

To the CONSULTANT:

Southwestern Community College District Attn: Linda Hernandez, Director of Procurement, Central Services & Risk Management 900 Otay Lakes Road Chula Vista, CA 91910 Telephone: (619) 482-6557 Email: rhernandez@swccd.edu	Name: \$formula(\$company_name), DBA \$formula(\$vendor_company_dba_name) Attn: \$formula(\$name_of_the_authorized_legal_re presentative) \$formula(\$title_of_the_authorized_legal_repr esentative) \$formula(\$corporate_address) Telephone: \$formula(\$vendor_company_telephone) Fax: \$formula(\$vendor_company_fax) Email: (\$signer1_email)
---	--

37. Conflict of Interest. For the term of this AGREEMENT, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this AGREEMENT, or obtain any present or anticipated material benefit arising therefrom.

If the District determines that CONSULTANT is a “CONSULTANT” under Political Reform Act of 1974, CONSULTANT 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.

38. Equal Opportunity Employment/Non-Discrimination. CONSULTANT 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.

In the event the District is made aware of a complaint of an employee, student, or guest in relation to a violation of Title IX of the Education Amendments of 1972 or state laws regarding harassment, discrimination, or retaliation, and involving any Contractor employee (whether as a subject, victim or witness), the District has an obligation to conduct an investigation. Contractor agrees to cooperate in any such investigation, by making Contractor employees available for interviews, without additional compensation for time. Contractor further agrees to provide any related information or documentation that the District believes may assist in such investigation.



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

CONSULTANT shall also comply with all relevant provisions of District's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. CONSULTANT must make a good faith effort to contact and utilize DVBE subcontractors or sub-CONSULTANTS and suppliers in securing bids for performance of the AGREEMENT and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or sub-CONSULTANTS and suppliers and identify DVBE firms utilized in performance of the AGREEMENT.

39. Originality. CONSULTANT agrees that all material produced by the CONSULTANT 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.

40. Works for Hire. CONSULTANT 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.

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

41. Tobacco Prohibited: any tobacco use (smoking, chewing, etc.) by anyone, is prohibited at all times on any DISTRICT property.

42. Images. If applicable, the CONSULTANT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.

43. Board Approval. In accordance with California Education Code section 81655, this AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

44. Rights in Data. CONSULTANT 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.



45. Compliance and Cooperation 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. CONSULTANT agrees to comply with the District's Board Policies and Administrative Procedures as well as all federal, state and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, equipment and personnel engaged in operations covered by this Contract or accruing out of the performance of such operations.

46. Non-Waiver. The failure of District or CONSULTANT 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.

ARTICLE X

ENTIRE AGREEMENT

47. All of the AGREEMENT between the PARTIES is included herein, and no warranties expressed or implied, representations, promises, or statements have been made by either PARTY unless endorsed hereon in writing, and no charges or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as the AGREEMENT.

48. Neither amendments to nor modifications of this AGREEMENT shall be effective unless signed by officials of the CONSULTANT and the DISTRICT having authority equal to or greater than that of the officials signing this AGREEMENT. The DISTRICT and the CONSULTANT hereby agree to the full performance of the covenants contained herein.

[Remainder of Page Left Intentionally Blank]



The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

“CONSULTANT”

Name:

Address:

Telephone:

Email:

Signature:

Date:

Are you a District employee? Yes or No

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

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

“DISTRICT”

Southwestern Community College District

Rosalinda Hernandez

Director of Procurement, Central Services & Risk Management

900 Otay Lakes Road
Chula Vista, CA 91910-7299

Telephone: 619 482-6557

Email:

Signature:

Date:

Originator: _____

Account No.: _____



EXHIBIT "A"
(Compensation-Fee Schedule-Scope of Services)

1. **Compensation for Basic Services:**