



Request for Proposals (RFP) No. 134

Educational and Facilities Master Plans

**Proposal Due Date
June 21, 2012 at 10:00 am**

**Priya Jerome
1651 Purchasing Office,
900 Otay Lakes Road,
Chula Vista, CA 91910-7299**

Via e-mail: purchasing@swccd.edu

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Notice to Consultants Request for Proposals (RFP) No. 134

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 21st day of June 2012, responses to this Request for Proposal (RFP) for Preparation of the District's Educational and Facilities Master Plan.

Responses shall be received in the Office of Purchasing, Contracting & Central Services, Room 1651 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, including its attachments/addenda.

All interested parties may request a copy of this RFP by e-mailing purchasing@swccd.edu or calling 619-482-6481. Any requests for information may be directed to Priya Jerome, Director of Purchasing, Contracting & Central Services by e-mailing purchasing@swccd.edu or pjerome@swccd.edu no later than 12:00 noon on June 12, 2012.

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

RFP 134 SCHEDULE

June 1, 2012	Advertisement in the Union Tribune
June 8, 2012	Advertisement in the San Diego Daily Transcript
June 1, 2012	Distribution of RFP
June 12, 2012	Requests for Information/Clarification By 12:00 noon
June 18, 2012	Pre-Proposal Meeting By 2:00 p.m. (Exact Time To Be Determined)
June 19, 2012	District's Response to Proposal Questions By 11:00 a.m.
June 21, 2012	Proposals Due by 10:00 a.m.
June 28, 2012	Interviews (Exact Time To Be Determined)
July 2, 2012	Contract Negotiations 1:00 p.m. to 3:00 p.m. Proposer Recommended for Award must have, on this day, a representative who can legally agree and bind the firm to the negotiations and Agreement.
July 11, 2011	Anticipated Governing Board Approval

DISTRICT OVERVIEW

The Southwestern Community College District (District), 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, 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) and the Higher Education Center in National City (1998), and the Higher Education Center in Otay Mesa (2007), 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 and employs approximately 800 employees (full and part time).

PROPOSAL OVERVIEW

Southwestern Community College District seeks qualified professionals to prepare Educational Master Plan and Facilities Master Plan combinedly referred to as the Master Plans for its four physical campuses and its virtual campus (distance education) and for the institution as a whole pursuant to the 2012-15 Strategic Plan adopted by the District's Board of Trustees and in alignment with the District's Mission.

The intent of the Educational Master Plan is to assess the external and internal environment at the District and provide recommendations on instructional programs and support programs that will meet the changing needs of the community. The objective of the Educational Master Plan is to identify both current and potential future programs of instruction and support services including expansion of existing programs, addition of new programs, and distribution of courses, programs, and services among the District's four physical and virtual sites, and the development of a distinct identity and direction for the institution as a whole. Southwestern College's program review, Strategic Plan and established collegial governance and decision-making processes will be important factors in the development of the Educational Master Plan. The Educational Master Plan shall provide a foundation for the Facilities Master Plan.

The intent of the Facilities Master Plan is to establish the short and long-term facilities needs of the District based upon the Educational Master Plan. The objective of the Facilities Master Plan is to determine current and future space needs, identify the building/facilities required, establish building facilities priorities, formulate project costs and recommend a resource allocation plan for the District.

While the Southwestern Community College District has the internal capacity to develop many of the required components of Educational Master Plan and Facilities Master Plan, our goal is to produce exceptional Plans that, by virtue of engaging a committed team of professionals, exceeds and expands that which the District is able to currently develop under the constraints of the District's ongoing daily educational responsibilities to our communities. The District expects the Educational Master Plan and the Facilities Master Plan to complement each other and be a reflection of the District's commitment to its Mission.

Interested respondents to this RFP should go to www.swccd.edu to learn more about the District. This web-site includes information regarding the Program reviews, Education Master Plan, Facilities Master Plan and Technology Master Plans that will be essential in the preparation of a response to this RFP. Please refer to the following links to assist in the preparation of your proposal:

Program Reviews:

<http://www.swccd.edu/3rdLevel/index.asp?L2=535>

Technology Plan

http://www.swccd.edu/Pdfs/TechPlan2011_CFINAL_3-2-2011V2SP.pdf

Educational & Facilities Master Plan 2008

<http://www.swccd.edu/Pdfs/EducationalandFacilitiesMasterPlan.pdf>

External Environmental scan prepared by AECOM

http://www.swccd.edu/pdfs/20111001strategicplanningforum_handouts.pdf

The District's Strategic Plan see Appendix F.

1. INFORMATION AND SCOPE OF SERVICE

This Request for Proposal (RFP) serves to solicit proposals from qualified professional firms and/or individual(s) that have demonstrated ability to successfully develop, compose and produce Educational and Facilities Master Plans, while encompassing and defining prospective areas of interest beyond that is presently served by the District.

In addition to Educational Master Plans, the proposing firm **must** have demonstrated ability to successfully develop, compose and produce a comprehensive Facilities Master Plan, for the District's four physical campuses and virtual campus, while encompassing and defining areas of interest based upon the results/direction of the completed final Educational Master Plan.

The proposed Master Plans must review and assess all existing and proposed instructional locations within the District. The plan shall include a projection for the enrollment for all District instructional locations for the intervals 2015, 2020, and 2025.

The Strategic Plan (Appendix F) and Division, School/Unit, and Discipline Program Reviews will be the primary documents used to develop the Educational and Facilities Master Plans. Any recommendations developed in the Educational and Facilities Master Plans must support the priorities in the 2012-15 Strategic Plan.

DETAILED SCOPE OF WORK

Task I

Implement and lead a process with the District's Education Planning and Facilities Committees to assess the current instructional programs and support services and to determine the need for future instructional programs and support services to serve the changing community.

Activities and Expected Outcomes:

1. In conjunction/collaboration with the Education Planning and Facilities Committees administrators, deans and faculty of the District, develop a timeline for the Master Planning Process.
2. Conduct research of the current enrollment sources to determine the Weekly Student Contact Hours (WSCH) and Full Time Equivalent Students (FTES) generated by each School/Unit and by each Center.
 - a. Analyze enrollment by section

- b. Determine WSCH and FTES per section
 - c. Determine participation rates
 - d. Identify Full Time Equivalent Faculty (FTEF) load ratios
 - e. Determine WSCH and FTES
 - f. Analyze lecture and lab WSCH and FTES and projected Average Square Footage (ASF) needed
 - g. Assess level of college support services for SWC compared to similar colleges
 - h. Assess program completion rates
- 3. Review current planning documents and concepts such as the 2012-15 Strategic Plan, 2008 Education and Facilities Master Plan and Program reviews.
- 4. Conduct research and present findings on the following:
 - a. Scan on Conditions External to the District's College and Centers
 - i. Higher Education Policy and economic resources
 - ii. Population served
 - iii. Housing
 - iv. Economy and employment
 - v. Educational programs offered by neighboring Community College Districts and Universities
 - b. Opportunities for the future
 - i. Labor markets
 - ii. Planning considerations for potential new programs
 - iii. Curricular opportunities for improvement and expansion
 - 1. Programs that need strengthening
 - 2. Programs that might be considered
 - 3. Program changes and adjustments
 - c. Conduct full demographic analysis of the District's service area to determine enrollment potential and future growth.
 - i. Conduct external environmental scan to determine relevance of programs to employment opportunities.
 - ii. Conduct internal scan to identify enrollment trends by gender, age, ethnicity, enrollment scheduling preference and student load distribution.
- 5. Develop comprehensive projections for future growth and space needs
 - a. Substantially interact with faculty, deans, vice presidents, administrators and designated District officials.
 - b. Plan Objectives
 - i. Quantify student enrollment and capacity for growth
 - ii. Determine needs for space/space inventory
 - iii. Translate space needs into physical form—buildings/facilities
 - iv. Develop land use requirements/options
 - v. Identify project site locations, scopes, costs (including projected Total Cost of Ownership) and timelines
 - vi. Articulate findings into a comprehensive written plan

- vii. Incorporate through the Facilities Master Plan the facilities requirements needed to support meeting the Educational Master Plan
6. Meet with administrators, deans and faculty to discuss/discern curricular possibilities.
7. From all qualitative and quantitative data assessed, develop a program of instruction and services that will best serve the District.
8. Per Title V Standards, determine all space needs for the identified academic programs of instruction and support services.
9. Identify and define space so that it is consistent with the thresholds established by the State Chancellor's Office for capacity/load ratios.
10. Position the District for state funding support for future facility development using the Initial Project Proposal (IPP) and Final Project Proposal (FPP) processes.

Task II

Create long range Educational and Facilities Master Plans for the District through the year 2025. Identify the key planning elements and parameters for long-term development; coalesce the elements/parameters into a working plan to produce a building and facilities program that will meet the future needs of the District.

Activities and Expected Outcomes:

1. Forecast the College's capacity for future growth relative to enrollment and WSCH and FTES.
2. Review State Chancellor's Office Long Range Enrollment Forecast.
3. Project the future program of instruction at five-year benchmark intervals—years 2015, 2020, and 2025.
4. Provide comprehensive review of all facilities including instructional, instructional support services, student support services, administration, athletic areas, parking, and undeveloped areas.
5. Provide comprehensive review of and recommendation on the retail/commercial facilities and operations (e.g. bookstore, cafeteria).
6. Research new and upcoming regulations and trends affecting facilities, including general accessibility issues.
7. Address traffic issues pertaining to automobiles, student access, roadways and parking walkways, and flow patterns.
8. Determine anticipated technology, utility, security, and communication infrastructure needs.
9. Prepare a written facilities assessment analysis of existing facilities.
10. Provide recommendations for energy conservation, sustainability, and LEED certifications for proposed projects.
11. Provide locations and generalized illustrations of required new facilities, expansions, modernization, and relocations.
12. Prioritize facilities and areas to be modernized and constructed.

13. Provide analysis of staffing structure and training requirements required to support the Facilities Master Plan.
14. Provide analysis of budget requirements for the maintenance of any new and modernized facilities.
15. Estimate budget and propose timeframes for the projects included in the Facilities Master Plan.
16. Project Capital Costs and Total Cost of Ownership. Develop of an institutionally agreed upon Total Cost of Ownership (TCO) model and procedure for existing, remodeled, and new facilities that systematically quantifies all costs generated over the useful lifespan of the facilities.
17. Propose District, State, and alternative funding sources and schedules for projects identified in the Facilities Master Plan. Identify a funding strategy for shared District/State financing.
18. Provide a plan for growth, space needs and physical capacity for the District's College, Centers and Outreach areas.
19. Provide a plan for site development including enhancements and amenities.
20. Develop an all-encompassing District-wide building/facilities development program.
21. Provide recommendations for land use options/alternatives.
22. Determine the space (amount, types, design (e.g. 'learning spaces'), and numbers) that will be required for the future academic program of instruction and support services for the College at the benchmark intervals—years 2015, 2020 and 2025.
23. Develop a phased/sequenced building and facilities program that is consistent (and in compliance) with established state guidelines for funding.
24. Articulate costs for development and implementation of the building and facilities program.
25. Address the impacts of building and facilities program on the future capacity/load ratios of the District, as projected to the year 2025.

2. FIRM'S MINIMUM QUALIFICATIONS CRITERIA

In order to be considered for this program, the Master Planning firm **must** meet all of the following criteria:

1. **Location:** The Master Planning firm must be a professional firm based in California.
2. **Firms General Experience:** The Master Planning firm must have completed a minimum of 5 California Community College Educational and Facilities Master Plans.
3. **Firm's Relevant Experience:** The Master Planning firm must have experience with a minimum of 5 California Community Colleges.
4. **Experience with Outside Governmental Agencies:** The Master Planning firm must be able to demonstrate their experience in working with public agencies, i.e. California Community College Chancellor's Office, etc.

5. **Relevant Staffing:** The Master Planning firm's proposed Project Manager must have a minimum of 5 years experience managing or working with educational programs/projects in California Community Colleges.
6. **Operational Support:** The Master Planning firm must have experience with local estimating and have a database of local construction costs.
7. **Insurance:** Meet all insurance requirements indicated in the RFP:
 - a. General Liability
 - b. Automobile Liability
 - c. Professional Liability (errors and omissions)
 - d. Worker's Compensation

3. **EVALUATION OF PROPOSALS**

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 July 2, 2012 and will require the mandatory presence of the representative responsible for binding the contract of the proposal submitting firm.

Proposals will be evaluated by a team of District representatives appointed by the Superintendent/President. The evaluation team will recommend award of Agreement to the Governing Board. The team's analysis will be framed within the following ranked criteria:

A) General Criteria (20%):

- Profile and overview of Proposer
- Compliance of the required forms and certificates.
- Completeness of the proposals and adherence to proposal format and forms.

B) Specialized Criteria (40%) (Proposal Form A):

- Strict conformance to Minimum Qualification Criteria
- Specialized experience and technical competence of the firm considering the type of service required, record of performance, and experience of proposed personnel
- Specialized experience and technical competence of the proposed staff considering the type of work
- Knowledge and understanding of the local environment and local presence for interfacing with the District
- Stability of the firm
- Demonstrated Master Planning management experience

C) Other Criteria (40%)

- Pricing (Proposal Form B):
- Interview and Presentation

4. **RFP CONTENT (Required Information and Forms)**

PROPOSAL FORM A Proposer Qualification and Information

1. **Cover Letter**

The individual who is authorized to bind the Educational and Facilities Master Planning firm (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 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.
- 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. **Profile and Overview of Proposer**

- a. **General overview** of the company. Describe the philosophy and areas in which the Proposing firm excels especially as it relates to this specific project.
- b. **Process** - Define and outline the process that will be followed to complete the scope of services.
- c. **Approach** - It is the responsibility of the Proposer to deliver both the Educational Master Plan and the Facilities Master Plan. Describe the techniques to be employed, anticipated work plan and schedules, include the qualitative and quantitative data elements that will be used in delivering data-driven Master Plans.

- d. **Statement of Qualifications/Team Description and Relevant Professional Experience** – Provide names and the educational and professional backgrounds of each team member, including sub-consultants, if applicable. Describe experience of each team member relative to college/campus long-range and master planning and the proposed role for each team member.
- e. **Project Experience** – List projects in chronological order in which team members were involved. Indicate whether project was done by firm or by team member when employed in another firm.
- f. **Participation** - What strategies will you use to assure appropriate participation from college constituencies?
- g. **Current Work** - List of Educational/Facilities Master Plans completed within the past 5 years, including names of contacts. Provide as samples of at least two completed projects. (Submit Samples as Appendix G).
- h. **Client Relationships and References** – Provide names, addresses, telephone numbers, and email addresses of at least four clients who can evaluate work that has been completed by the consultant(s)/firm in the past five years.
- i. **Collaborations** - Is the Proposal a joint venture? Please describe the division of responsibilities between the participating companies, reason for teaming, the offices that will be primary participants and the percentage of interest of each firm. All costs associated with this joint venture is the sole responsibility of the proposer.
- j. **Other** information that better describes the attributes of your firm.
- k. **Completion Timeline** – Time is of the essence in this project, propose a timeline using a nine-month completion date, commencing _____, and provide a detailed schedule of activities and benchmarks for completing the scope of the Master Plan.
- l. **District Contract** - Identify any term or condition contained in the District's Independent Contractor Agreement for which modification is requested (Appendix E).
- m. **Submission** -10 copies of the proposal, spiral bound, with tabs and one reproduceable CD with the proposal saved on it and via email.

3. 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. _____

- List any legal actions pending against the company or members of the team.
- List any current unresolved disputes/allegations against the firm or team member.

PROPOSAL FORM B
Price Schedule

A. Billable Hours: Please indicate the title of each team member to be assigned to this project, along with the billable hourly rate and estimated total hours required to fulfill their duties. Actual contract rates and project fees will be subject to negotiation prior to issuance of any agreement.

Team Member Title	Hourly Billable Rate	Total Est. Project Hours	Extended Cost
	\$		\$

B. Billable Costs: Please indicate your billable costs for the following project functions. If these costs are included in your billable rates above, please mark "included".

Travel: Transportation _____
 Mileage _____
 Lodging _____
 Subsistence _____
 Other _____

Communication: Phone/Fax _____
 Mail/UPS _____
 Express/Delivery Svcs _____
 Other _____

Production: CAD/Plotting _____
 Shipping _____
 Copy/Printing _____
 Equipment Rental _____
 Subcontracted Services _____
 Agency Review _____
 Other _____

C. Other Costs: Please indicate below any costs not specified above, and list any applicable reimbursables and their respective unit costs:

TOTAL PROPOSAL FEE NOT TO EXCEED: \$
(including all billable hours and costs referenced above in Sections A, B & C)

PROPOSAL FORM C

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 informalities 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 July 12, 2012 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)

Title

PROPOSAL FORM D Addenda Acknowledgement
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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: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____

5. INSTRUCTIONS FOR SUBMITTAL OF PROPOSALS

PROPOSAL QUESTIONS

All questions regarding this Request for Proposals should be sent to the Purchasing Department Mailbox:

e-mail: purchasing@swccd.edu

Questions must be sent via e-mail. Questions will only be accepted until June 12, 2012 no later than 12:00 noon. The e-mail subject line should read: "Your company name/Questions regarding RFP No. 134" No direct responses will be sent to the company 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 June 19, 2012.

PROPOSAL SUBMISSION

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

Proposals are to be submitted to the Purchasing Department via e-mail to purchasing@swccd.edu no later than 10:00 a.m. on June 21, 2012. The Proposal must be submitted in a single attachment in Word, PDF, or Excel format and not exceed file size of 10MB. Subject line of e-mail containing submitted proposal should include and read "name of your company/submittal for RFP No. 134."

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 reproducible CD with the proposal saved on it. This proposal package should be enclosed in a sealed envelop 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 sent to:

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
Attention: Priya Jerome
Director of Purchasing, Contracting and Central Services
900 Otay Lakes Road, Room 1651
Chula Vista, CA 91910
(Room 1651 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 serves 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. 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), exhibits, or attachments.

MODIFICATIONS TO PROPOSALS

No oral, telephone, telegraphic or facsimile proposals or modifications will be considered.

WITHDRAWAL OF PROPOSALS

Any Proposer may withdraw their proposal by written request via e-mail to purchasing@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. 134." 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. The District will schedule the 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. It is therefore 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 July 12, 2012 to July 11, 2013 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.

SWCCD 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 SWCCD Purchasing. 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 completed addendum acknowledgment(s) Form D, prior to or with the proposal.**

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

Definition of Terms

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

The term **Proposer** refers to companies, which choose to submit proposals for the District's Educational and Facilities Master Plan.

Reference to **District** refers to Southwestern Community College District.

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

"Mutually agreed upon"

In relation to any terms of this agreement, the Vice-President of Business and Financial Affairs will be the agent for the Governing Board.

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.

6. SPECIAL CONDITIONS

AWARD OF CONTRACT

It is anticipated that a contract will be awarded by the Board of Trustees at a regularly scheduled meeting on July 11, 2012. The award will be made to the one responsible firm which is 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 District and the Proposer;
- B. All schedules, implementation plans, service descriptions, and the like, developed during the proposal evaluation phase is for inclusion in the Final Agreement;
- C. The Proposer's proposal in total, including all addenda and attachments;
- D. This RFP as originally released, with Appendices, Exhibits, and any addenda released prior to proposal opening;
- E. RFP Response and any addenda released prior to proposal opening.

District 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.

Note: The District shall be named as an additional insured party on Proposer's general liability policy and any excess/umbrella liability insurance policies.

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 Purchasing, Contracting & Central Services 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 Purchasing, Contracting & Central Services as they are issued or changed; also, the Director of Purchasing, Contracting & Central Services 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 Purchasing, Contracting and Central Services
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 Contractor may be required to carry.

INDEMNIFICATION

The Proposer, in performing its obligations under this Contract, is acting independently and the District assumes no responsibility or liability for Proposer's acts or omissions to third parties and Proposer agrees to indemnify and hold harmless the District, its officers and employees, against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons that may arise out of or be occasioned by Proposer's breach of the terms or provisions of this Contract, or by any negligent act or omission of Proposer, its officers, agents, employees or invitees in the performance of this Contract, except that the indemnity specified in this paragraph shall not apply to any liability result in from the sole negligence of the District, its officers or employees, and in the event of joint and concurrent negligence of both the Proposer and the District, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of California; without, however, waiving any governmental immunity available to the District under California law and without waiving any defense of the parties under California law. This paragraph is solely for the benefit of

the Proposer and District and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

NON-COLLUSION AFFIDAVITS

Affidavits 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.

FORCE MAJEURE

Neither the District nor the Proposer shall be responsible for delays or failures in performance resulting from acts beyond the reasonable control of either party. Such acts shall include but not be limited to acts of God, riots, acts of war, governmental regulations superimposed after the act, earthquakes or other causes beyond the reasonable control of either party. In the event of any occurrence with a party considers may cause a delay or failure of performance, the party affected shall promptly notify the other party.

PROPOSER CONDUCT

During the RFP window (from release of this RFP to final award), proposer is not permitted to contact any District employees or members of the Governing Board unless at the request of District's designated contact person (Director of Purchasing, Contracting and Central Services) 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.

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.

RISK OF LOSS

The Proposer shall bear the full responsibility for all risk of loss resulting from vandalism or theft of money, merchandise or equipment.

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, including adequate cash register detail to support reports of gross sales. 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.

OBLIGATION OF PROPOSER

At the time of the submittal of proposals each Proposer will be presumed to have inspected the sites and to have read and to be thoroughly familiar with the contract documents. The failure or omission of any Proposer to thoroughly inspect the sites, or to examine any form, instrument or document shall in no way relieve any Proposer from any obligation in respect to this proposal.

APPENDIX A

**NONCOLLUSION AFFIDAVIT 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 _____)
County of _____) ss.

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

Of _____
herein called the Proposer; that the Proposer has submitted a proposal to manage and operate
the two bookstores of 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)

	\$1,000,000	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 _____, 2012.

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 CONTRACT
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 this Contract.

III. PERIOD OF PERFORMANCE.

This period covered by this agreement shall begin on _____ and shall terminate on _____.

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.

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.

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.

Contractor agrees to indemnify, but shall have no obligations to, defend the District, its officers employees from liability or damages any and all contractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies to the extent actually caused by with the negligent performance of this Contract, and liability for damages, accruing or resulting to any person, firm or corporation who may be injured (including death) or damaged by the acts or omissions of the Contractor to the extent actually caused by the negligent performance of this Contract. The District agrees to indemnify, defend and hold harmless Contractor from any and all liability, claims and losses accruing or resulting to any and all contractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the negligent performance of this Contract, and from any and all liability, claims and losses accruing or resulting to any person, firm or corporation who may be injured (including death) or damaged by the acts of omissions or the District in the negligent performance of this Contract.

XII. TERMINATION.

The District or the Contractor may, at any time, with or without reason, terminate this Contract upon the giving of thirty (30) days prior written notice to the other party. In the event of termination, the Contractor shall be entitled to payment only for acceptable and allowable work performed under this Contract through the date of termination. Written notice by the District shall be sufficient to stop

further performance of services by Contractor. Notice shall be deemed given when received by Contractor or not later than five (5) days after the day of mailing, whichever is sooner.

District may also terminate this Contract upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) if Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District of termination for cause shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District of obtaining the services from another contractor exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than five (5) days after the day of mailing, whichever is sooner.

XIII. INSURANCE

Contractor agrees to carry a 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. All specifications on insurance requirements must be adhered to as identified in the RFP and duly signed as acknowledged in Appendix B.

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 _____ day of _____, 2012.

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

Company Name

Southwestern Community College District

Name: _____

Melinda Nish, Ed.D.
Superintendent/President
900 Otay Lakes Road

SS#/Federal Tax ID: _____

Address: _____

Chula Vista, CA 91910-7299

City/State/Zip: _____

Telephone: 619 482-6301

Telephone: _____

Fax: 619 482-6413

Fax: _____

Signature: _____

Are you a District employee? ☐ Yes

Date: _____

☐ No

Is a Credential or Special License required for this consultancy? ☐ Yes

Originator: _____

☐ No

Account No.: _____

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

Signature: _____

Date: _____

APPENDIX F

2012-15 Strategic Plan Strategic Priorities - Institutional Goals and Objectives

Strategic Priority	Institutional Goals	Institutional Objectives
Teaching and Learning	SWC will provide excellent instruction and develop a culture of independent thinkers and learners.	- Develop and implement a professional development program for instructors teaching via distance education to enhance consistent quality of instruction - Develop and implement a plan for infusing critical thinking into all aspects of the student experience
Student Access	SWC will promote a student-centered climate that provides equal access to educational achievement through collaboration that values diversity.	- Explore alternative scheduling options to increase access to growing populations - Promote the Higher Education Centers as critical access points in the communities served by the College District - Increase student access through the use of technology (e.g., interactive website, online support services, etc.)
Student Success	SWC will promote a culture of academic success by creating a safe and supportive environment that enables students to achieve their educational goals.	- Promote student success by increasing retention, persistence, and completion - Enhance instruction, student support services, and operational effectiveness by fostering cultural competency - Promote student success by providing identical student and instructional support services for online students as are available for students who attend classes on campus
Economic, Workforce and Community Development	SWC will contribute to the region's economic revitalization through resources that support the expansion of local business & industry and by expanding programs that generate new & vital workforce & business development opportunities for students and community.	- Implement & maintain a College-wide Workforce and Business Development (WBD) Plan that promotes current SWC programs supporting economic, workforce and community development efforts and to identify new and emerging opportunities - Support the creation, retention, and expansion of business and industry to contribute to the revitalization of our local economy - Increase Cooperative Work Experience Education program (CWEE), service learning practicum, internships & other learning opportunities between SWC, Industry & Business

Strategic Priority	Institutional Goals	Institutional Objectives
Organizational Effectiveness	- SWC will provide effective implementation of organizational goals/strategies by cultivating and sustaining processes, systems and culture that supports optimal organizational structure, capacity and capability. - SWC will meet the evolving needs of students, faculty, staff and community in support of an innovative learning environment.	- Promote and sustain a culture of evidence based on data-driven decisions that support continuous improvement efforts and student success - Support, promote and sustain shared planning and decision-making through the Shared Consultation Council as the central point of constituency review and approval of institutional infrastructure processes - Review and update College District policies and approve procedures for such policies with full constituency input
Institutional Technology and Research	SWC will meet current and anticipated technology needs required to support and enhance the educational and workplace experience.	- Increase the integration of information technology systems needed for instruction, student support, online learning, operations, research, auxiliary services and security. - Upgrade the network infrastructure district-wide, including wireless and Wide Area Networks, to better serve the needs of academic, student and administrative services. - Support the development of the Office of Institutional Effectiveness for increased availability of data, research, and grants as well as improved institutional planning.
Physical and Financial Resources	- SWC will act in a responsible, accountable and transparent manner in budget and financial matters, and will actively and ethically seek outside sources of funding in order to preserve financial solvency. - SWC will provide that the college's design and infrastructure meets the evolving needs of all students, faculty, staff and community in support of an innovative learning environment.	- Establish and provide financial information systems that are transparent and easily accessible in support of the budget development process - Maximize utilization of existing facilities and develop new facilities based on ever-changing student learning needs, emerging technologies, Governing Board goals and the SWC Strategic Plan.
Human Resources	SWC will recruit, hire and train qualified and diverse staff, faculty, and administrators, demonstrating its commitment to providing an equitable and inclusive environment which supports professional growth and academic success of all employees and students.	- Develop and implement a system that allows full participation for faculty and staff in order to support internal processes and integrated planning - Create and sustain a culture of inclusion at SWC that supports the charge of the Diversity and Equity Committee as well as promotes trust, respect and collaboration

APPENDIX G
Educational & Facilities Master Plan Samples (2)
To be provided by the Proposer

APPENDIX H

Southwestern Community College District Educational and Facilities Master Plan Submission Checklist

Item	Included in RFP Response
Proposal Form A: Proposer Qualifications and Information	
Proposal Form B: Price Schedule	
Proposal Form C: General Terms and Conditions	
Proposal Form D: Addenda Acknowledgement	
Appendix A: Non Collusion Affidavit	
Appendix B: Insurance Affidavit	
Appendix C: Equal Opportunity Affirmative Action Statement	
Appendix D: Contractor's Certificate Regarding Worker's Compensation	
Appendix E: Sample Contract	
Appendix F: 2012-15 Strategic Plan/Strategic Priorities/Institutional Goals & Objectives	
Appendix G: Educational & Facilities Master Plan Samples (2)	
Appendix H: Submission Checklist	