

**REQUEST FOR RFP #23-06
DISTRICT AND COLLEGE BRANDING – DISTRICT OFFICE**



**SAN DIEGO COMMUNITY COLLEGE DISTRICT
3375 CAMINO DEL RIO SOUTH, ROOM # 270
SAN DIEGO, CA 92108**

**KELLIE SILVA, BUYER
PURCHASING AND CONTRACT SERVICES
KSILVA@SDCCD.EDU
(619) 388-6796**

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NOTICE TO PROPOSERS: RFP # 23-06

District: SAN DIEGO COMMUNITY COLLEGE DISTRICT
Project: RFP # 23-06
District and College Branding – District Office

RFP Deadline: Thursday, April 6, 2023, by 4:00PM

**Address to Submit
Sealed Proposals:** San Diego Community College District
Purchasing and Contract Services
Attention: Kellie Silva, RFP# 23-06
3375 Camino del Rio South, Suite #270
San Diego, CA 92108-3883

NOTICE IS HEREBY GIVEN that San Diego Community College District, of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as “DISTRICT,” will receive up to, but no later than, the above-stated time, responses to the Request for Proposal for the above project.

A complete Request for Proposal may be viewed online at www.sdccd.edu at the Bid/RFP link. https://www.sdccd.edu/about/departments-and-offices/business-technology-services-division/business-services/purchasing-vendors/bid_rfp/index.aspx

All questions must be sent via email to ksilva@sdccd.edu. Proposers shall reference RFP# 23-06, District and College Branding – District Office in the email subject line. **The final day to receive questions shall be Wednesday, March 29, 2023, no later than 4:00 PM.**

The District reserves the right to reject any or all submittals or to waive any irregularities and/or informalities in any proposals.

No proposer may withdraw any proposal for a period of ninety (90) calendar days after the submission deadline.

Kellie Silva

Buyer, Purchasing and Contract Services

PUBLISH: DAILY TRANSCRIPT Tuesday, March 21, 2023 & Tuesday, March 28, 2023

RFP # 23-06 District and College Branding – District Office

RFP SCHEDULE

Date of Issue/Documents Available	Date
Advertisement Dates Publication: The Daily Transcript	Tuesday, March 21, 2023 Tuesday, March 28, 2023
Receipt of Questions	Wednesday, March 29, 2023, by 4:00 PM
Response to Questions	Monday, April 3, 2023, by 4:00PM
Due Date	Thursday, April 6, 2023, by 4:00 PM
Interviews/Presentations Invitations will be sent to selected proposers on Tuesday, April 11, 2023, by 5:00PM	Monday, April 17, 2023
Anticipated Governing Board Approval	Thursday, May 11, 2023
Right to Protest	April 25, 2023 – May 4, 2023

1 INFORMATION AND SCOPE

DISTRICT OVERVIEW

As one of the largest of California’s 73 community college districts, the San Diego Community College District (SDCCD) serves approximately 100,000 students annually at its three, credit colleges, San Diego City College, Mesa College, Miramar College, and seven campuses of San Diego College of Continuing Education.

The colleges offer associate degrees, and Continuing Education and the colleges offer career technical certificates that prepare students for transfer to universities and/or career pathways with higher paying jobs. In addition, Mesa College offers a bachelor’s degree in Health Information Management and City College will soon offer a bachelor’s degree in Cyber Defense.

The District and its graduates have a combined economic benefit to the region of \$4.3 billion annually with 96 percent of the District’s students remaining in the region after completing their education. The District also proudly serves more than 12,000 active-duty military personnel, veterans, and dependents.

The District is in the final stages of a \$1.555 billion bond construction program that includes new construction and renovations at the four colleges throughout the city. In many cases, the District’s facilities rival some of those found at San Diego’s four-year universities.

OPPORTUNITIES/CHALLENGES

It has been years since the District took a thoughtful, strategic look at how it, and its colleges, are jointly branded. Some of the District’s colleges have stronger brands than others. All would benefit from a more defined brand that better articulates their mission, vision, and values. At the same time, there is interest in seeing a refresh of the District and college logos and creation of a new brand platform.

The District has new leadership including a new chancellor, two new presidents, one new executive vice chancellor, and three new vice chancellors – all have assumed their new roles in the past two years. The District also recently completed a strategic planning process that defines its goals and priorities through 2030.

Among the opportunities is a new emphasis on alternative streams of revenue, including grants, fundraising, and other business opportunities at its ten campuses. In addition, the District will be mounting a citywide campaign and asking voters to approve a facilities bond in November 2024. A new District brand could benefit all these efforts by helping raise the District’s public profile and replacing outdated perceptions.

Challenges include financial concerns due to recent enrollment declines and a state funding formula that no longer fully funds districts based on enrollment. The COVID-19 pandemic caused considerable disruption and only recently have the District’s colleges fully reopened. The District’s decentralized model creates challenges to effective branding. Frequently, the public is confused about which local community colleges are part of the SDCCD. While the colleges frequently engage in districtwide marketing, each college also maintains its own marketing slogans and creative.

DEFINITION OF TERMS

The designation of “**District**” refers to the San Diego Community College District, a political subdivision of the State of California.

The term “**Proposer**” refers to a company, which elects to submit a proposal for District and College Branding – District Office.

The terms “**Contract**” and “**Agreement**” may be used interchangeably within this document.

PROCESS REQUIREMENTS

Throughout the project, it is expected that input and perspectives will be invited from the diverse array of stakeholders making up the District community. Inclusivity is valued highly at the District and the community believes that soliciting and listening to diverse opinions ultimately strengthens its work. At the same time, the District seeks a partner that can bring the experience, strategic mindset and creative approach necessary to establish a stand-out brand presence fitting of a unique District serving this dynamic region at the center of the digital and world economy.

PROPOSAL SCOPE

Phase 1 - Develop the Brand

Activities and Deliverables

Discovery – Brand audit, research, and analysis

- Review and aggregation of previous market research, current messaging, and collateral
- Evaluation of awareness and perception of District by external audiences
- Solicit input from internal audiences and stakeholders, as appropriate
- Evaluation and comparison of competitor brands
- Research and recommendation on prospective student populations
- Synthesis of findings

Strategy – Design and develop brand platform

- Determine brand foundation and principles
- Values and key traits/descriptors
- Audience definitions: targets/categories
- Brand architecture
- Brand personality and tone

Messaging – The District story

- Student and instructor personas
- Brand narrative (compelling story that defines the Districts NEW role in the marketplace)

Visual Identity

- Logo design(s), including the District, the colleges, and foundations
- Photo and illustration styles
- Color palettes
- Fonts

Brand Management

- Toolkits and style guides
- Training for key staff

2 INSTRUCTIONS FOR SUBMITTAL OF PROPOSALS

PURPOSE OF RFP

The purpose of this “Request for Proposal” is to select and award one contract to a responsive, responsible, and qualified Proposer who has the knowledge and experience to provide the District with District and College Branding services. The entirety of this RFP document sets forth the District’s requirements in detail.

PROPOSAL QUESTIONS

All questions regarding this Request for Proposal are to be sent to Kellie Silva at: ksilva@sdccd.edu only.

Questions will only be accepted via e-mail until March 29, 2023, no later than 4:00 p.m. The e-mail subject line should read: “Questions regarding RFP No #23-06”. Answers to all questions will be addressed via an RFP addendum posted on the District’s Purchasing and Contract Department webpage. No direct responses will be sent to the proposer asking the question.

PROPOSAL SUBMISSION

Proposals must be submitted to Kellie Silva by Wednesday, April 6, 2023 no later than 4:00PM. **Please include one (1) hard copy and one (1) flash drive copy of the proposal.** It is the responsibility of the Proposer to confirm that the Proposal was received on time. The sealed proposals should be mailed or delivered to:

**SAN DIEGO COMMUNITY COLLEGE DISTRICT
PURCHASING AND CONTRACT SERVICES
ATTENTION: KELLIE SILVA, RFP #23-06
3375 CAMINO DEL RIO SOUTH, SUITE 270
SAN DIEGO, CA 92108-3883**

NO LATE PROPOSALS WILL BE ACCEPTED.

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 this Request for Proposal. Any award shall be made based upon the proposal that offers the best value to the District, price and other factors considered. Contract award will not be made solely on the basis of price. No contract award shall be final until it is approved by the District’s Governing Board.

PROPRIETARY INFORMATION

In the event any Proposer shall include in their Proposal any information deemed "proprietary" or "confidential", 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. Pricing is not considered proprietary and may not be submitted separately.

PROPOSAL

Verbal, telephone, facsimile (fax machine) proposals **will not** be accepted. Each proposal shall be prepared simply, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.

WITHDRAWAL OF PROPOSAL

Any Proposer may withdraw their proposal by written request via e-mail to ksilva@sdccd.edu at any time **prior** to the RFP due date. The subject line of the e-mail should include and read: “Withdrawal of RFP #23-06 Proposal Submission.” No proposal may be withdrawn or modified after the due date. 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.

COST OF PREPARING PROPOSALS

Any and all costs associated with the preparation of a response to this Request for Proposal, including site visits (if applicable), verbal presentations and any other costs shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the District.

PROPOSAL PRESENTATIONS

Proposers may, after opening and prior to award, be required to interviews/presentations at the request of the District. The District will notify Proposers selected of the time and location for any presentations requested. The interview/presentation, if applicable, will be evaluated. The presentation will not allow the Proposer to revise their proposal submission or make any substantial changes to their proposal. Proposers are encouraged to ensure their original proposal submission is their best and final offer at the time of submission.

AWARD WITHOUT DISCUSSION

The District reserves the right to make an award without further discussion based upon the proposal received. It is therefore critical that all proposals be submitted with 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.

ADDENDUMS

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. Changes or corrections will be issued by the District Purchasing and Contract Services Department. Addenda will be posted on the District's website: (https://www.sdccd.edu/about/departments-and-offices/business-technology-services-division/business-services/purchasing-vendors/bid_rfp/index.aspx). **Proposers must return the addendum-completed acknowledgment(s) with the proposal.**

RIGHT TO PROTEST

Any proposer who believes it has been aggrieved in solicitation or award of a contract, may submit a protest to the Director of Purchasing and Contract Services using the following guidelines:

- The protest shall be submitted in writing within five (5) working days after such aggrieved person knows or should have known of the facts giving rise to the dispute.
- The protest must be accompanied by a detailed written statement, indicating the reason for the protest.
- Consistent with San Diego Community College District (District) Administrative Policy No. 6330.6, the Director of Purchasing and Contract Services has the authority to settle and resolve a protest of an

aggrieved bidder, or contractor, actual or perspective concerning the solicitation or award of a contract.

- The Director of Purchasing and Contract Services shall issue a decision, in writing within ten (10) working days of confirmed receipt of the written dispute. The decision shall state the reason for the action taken.

The right of protest does not prevent the District from proceeding with the award of the contract. The mailing address to submit all protests is:

**San Diego Community College District
Purchasing and Contract Services
Attn: Supervisor of Purchasing and Contract Services
3375 Camino del Rio South, Suite 270
San Diego, CA 92108**

3 EVALUATION OF PROPOSALS

Proposals will be evaluated based upon the written response to this RFP and any interview/presentations made. Proposals will be evaluated by a team of District representatives. The evaluation team will make a recommendation for award to the District Purchasing and Contract Services Department. The evaluation team's analysis will be framed within the following:

- A) General Information (Proposal Form A)
- B) Fee and Rate Proposal (Proposal Form B)
- C) References (Appendix D)
- D) Interview/Presentations

4 SPECIAL TERMS AND CONDITIONS

AWARD OF CONTRACT

It is anticipated that a contract will be awarded by the Board of Trustees at a regularly scheduled meeting on May 11, 2023. At the time of the formal award, the apparent successful Proposer must have agreed to Contract terms representing the understandings between the parties and the obligation of each party for performance of the Contract.

FINAL CONTRACT

The following documents are considered part of the final Agreement:

- A. The final Contract, including the Fee and Rate Proposal, between the District and the Proposer.
- B. All schedules, implementation plans, service descriptions, and the like, developed for inclusion in the Final Agreement.
- C. This RFP as originally released, with Forms, Appendices and any Addenda released prior to proposal opening.

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

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

The Proposer and its agents shall be required to show proof of insurance with the District prior to receiving authorization to proceed on the contract. The District's General Terms and Conditions can be found at:

<https://www.sdccd.edu/about/departments-and-offices/business-technology-services-division/business-support-services/purchasing-vendors/vendors-suppliers/general-terms-and-conditions.aspx>).

Insurance certificates for the stated requirements must be emailed to Kellie Silva, ksilva@sdccd.edu prior to commencement of work. The proposer shall maintain current insurance documents for all coverages during the term of the contract with the District. Insurance shall be written by companies acceptable to the District, licensed to transact business in the State of California. Should any of the policies be cancelled prior to their expiration dates, the issuing company shall mail a thirty (30) days written notice of cancellation to the District.

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.

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 Districts designated contact person 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.

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's operations.

PROPOSAL FORM A
General Information
(Maximum of 3 pages, excluding proposer firm information)

1. Cover Letter

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

- The Proposer’s name, address, e-mail, telephone, and facsimile number.
- The Proposer’s Federal Employer Identification Number and Corporate Identification Number, if applicable.
- The name, title or position, email address, 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, email address 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 valid for ninety (90) days. Please complete Proposal Form A thru D and Appendix A thru E as part of your RFP response.
- A statement expressing the Proposer’s qualifications 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. Resumes for key personnel shall be included with Proposer’s proposal.

2. Profile and Overview of Proposer

- General overview of the company.
- Years of experience in providing branding services to institutions the size and scope of the District, and especially with community colleges if any.

- References.

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 Proposal:
- 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. _____

- Has your firm ever been on the Federal debarment list?
YES ☐ NO ☐
If yes, please explain. _____

PROPOSAL FORM B
Fee and Rate Proposal

The proposed fee schedule shall include fully burdened hourly rates for each role/team member proposed for the work. It is the proposer's responsibility to understand the complexity of the District as well as the complexity of the proposed work and to submit a rate accordingly using the form below.

Fees shall be firm, fixed and on a Not to Exceed (NTE) hourly billable hourly rate. Such rates shall include all labor, materials, overhead and profit (OH&P), and other direct and indirect costs including incidental travel. Actual contract rates will be subject to negotiation prior to issuance of any agreement. For each service description listed below, identify the roles/titles of the individuals responsible for engaging and completing each such service.

Total Cost for Phase 1 and 2: _____

Please include a summary of how much would be allotted to each aspect of the proposal scope below. Also include hourly rates for each member of the team assigned.

Proposal Scope	Role/Team Member Title	Rate
Phase 1 – Develop the Brand Discovery		\$
Phase 1 – Develop the Brand Strategy		\$
Phase 2 – Messaging & Visual Identity Messaging		\$
Phase 2 – Messaging & Visual Identity Visual Identity		\$
Phase 2 – Messaging & Visual Identity Brand Management		\$
Team Member	Role	Hourly Rate
		\$
		\$
		\$
		\$
		\$
		\$

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.

Proposer Certification: The Proposer certifies that this proposal is made without previous understanding, agreement or connection with any person, firm, or corporation making a proposal 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 Proposal, 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.

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 San Diego Community College District, which includes any District employee. Further, all Proposer’s 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 that presents the best value 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: Name (Typed)

By: Signature (Wet or Electronic)

Title

PROPOSAL FORM D
Addenda Acknowledgement

Addenda: Changes or corrections to the proposal document will be issued via a numbered addendum format 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: _____

APPENDIX A
NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

State of _____, County of _____, being first duly sworn, deposes and says that he or she is _____ (name) of _____ (company) the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or fix any overhead, profit, or cost element of the bid, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid 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, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Company

Signature

Date

APPENDIX B
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 C

MINORITY, WOMAN AND DISABLED VETERAN OWNED CERTIFICATION

Each bidder is required to complete the certification below and return it to the Purchasing and Contract Services office, San Diego Community College District, as part of the Bid package.

1. Is your firm a Minority Business Enterprise as defined below in items (a) through (c)? ☐ YES ☐ NO
 - (a) A sole proprietorship which is owned by a minority (i.e., American Indian or Alaskan native, Asian or Pacific Islander, African-American, or Hispanic), or a corporation, partnership, or firm, 51 percent of the stock, partnership interest, or other interests of which are owned by one or more minorities; and
 - (b) Managed by, and the daily business operations are controlled by, one or more minorities; and
 - (c) With its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm, or other business.

2. Is your firm a Woman-Owned Business Enterprise as defined below in items (a) through (c)? ☐ YES ☐ NO
 - (a) A sole proprietorship which is owned by a woman, or a corporation, partnership, or firm, in which 51 percent of the stock, partnership interests, or other interests of which are owned by one or more women; and
 - (b) Managed by, and the daily business operations are controlled by, one or more women; and
 - (c) With its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm, or other business.

☐ YES ☐ NO

3. Is your firm a Disabled Veteran-Owned Business Enterprise as defined below in item (a)?
 - (a) A business enterprise certified as a disabled veteran business enterprise by the Office of Small and Minority Business, pursuant to Military and Veterans Code Section 999, or a business enterprise that certifies that it has met such standards.

I certify that I have made a diligent effort to ascertain the facts with regard to representations made herein and, to the best of my knowledge and belief, similar information for subcontractors can be supplied if requested/required. I understand that any misrepresentations may be grounds for termination of contract(s) or disqualification as non-responsive in the issuing or award of future contract(s).

Name/Title of CEO or Authorized Officer

Company Name

Signature

Date

APPENDIX D REFERENCES

Proposer must be able to present evidence of satisfactory experience in providing similar scope and size to this project; experience working with a Community College District is preferred. Proposer will complete and submit three past performance references; references cannot be from San Diego Community College District.

Name of Entity/Firm			
Address:			
City/State/Zip Code			
Contact Person:		Title:	
Phone Number/Ext:		Fax#:	

Name of Entity/Firm			
Address:			
City/State/Zip Code			
Contact Person:		Title:	
Phone Number/Ext:		Fax#:	

Name of Entity/Firm			
Address:			
City/State/Zip Code			
Contact Person:		Title:	
Phone Number/Ext:		Fax#:	
Comments:			

SAMPLE – PROFESSIONAL SERVICES AGREEMENT

SAN DIEGO COMMUNITY COLLEGE DISTRICT PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, ____ at San Diego, County of San Diego, State of California, by and between the San Diego Community College District, hereinafter called "District", and _____, hereinafter called "Consultant".

WITNESSETH:

WHEREAS, Government Code Section 53060 authorizes the District to contract with persons to furnish services and advice to District in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, Consultant represents that he/she is specially trained, experienced, and competent to provide such special services and to give the advice called for by this Agreement; and

WHEREAS, District has determined that it does not have on its staff employees qualified to provide such services, and has determined that it has a need to enter into this Agreement with Consultant for the special services and advice described herein;

NOW, THEREFORE, it is mutually agreed by the parties hereto as follows:

Article 1. Employment of Consultant. District hereby contracts with consultant to perform the necessary professional services and advice as hereinafter set forth.

Article 2. Consultant's Services.

(a) Consultant hereby agrees to perform the professional services set forth in Exhibit "A", attached hereto and incorporated herein by reference, to the satisfaction of District.

(b) Consultant shall keep District's representative,

_____, fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify.

Article 3. Time of Performance and Term of Agreement. The services called for under this Agreement shall be provided by Consultant during the period commencing on _____, _____ and _____

ending on _____, _____. It shall be expressly understood by Consultant that time is of the essence of this Agreement and District may terminate this Agreement in the event of unexcused delay in Consultant's performance hereunder.

Article 4. Consultant's Fee. District shall pay to Consultant for the performance of all services rendered pursuant to and during the term of this Consultant Agreement the amount not to exceed \$ _____

The Payment Provision, Exhibit "B" attached hereto and incorporated herein by reference will provide a fee schedule. These fees shall include normal operating and office expenses or costs associated with completion of the work to be done. District shall not be liable for any costs or expenses paid or incurred by Consultant in performing services for the District, unless specific exception is provided herein.

Article 5. Payments. Payment terms are Net 30. Payment of Consultant's fee shall be made within 30 days of receipt of a complete and accurate invoice, following completion and acceptance of the services provided, as defined within the scope of work. Consultant agrees and acknowledges that it is Consultant's sole responsibility to report as income all compensation received from District, and to make the requisite tax filings and payments to the appropriate federal, state and local tax authorities.

Article 6. Employee Benefits. Consultant is an independent contractor. Consultant is responsible for all salaries, payments, insurance and benefits for all of its officers, agents, and employees in performing services pursuant to this agreement.

Article 7. Workers' Compensation Insurance. Consultant agrees to procure and maintain in full force and effect Workers' 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 Consultant participating under this Agreement, Consultant agrees to defend and indemnify the District from such claim.

Article 8. Insurance. Consultant agrees to carry comprehensive general and automobile liability insurance with limits of five hundred thousand dollars (\$500,000) per occurrence for bodily injury and property damage in a form mutually acceptable to both parties to protect Consultant and District against liability or claims of liability which may arise out of this Agreement. In addition, Consultant 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." The District may require provision of a copy of the insurance policy in its entirety. Consultant agrees to provide District with certificates of insurance evidencing all coverages and endorsements upon request.

Article 9. Audit and Inspection of Records. At any time during the normal business hours and as often as District may deem necessary, and upon reasonable notice, Consultant shall make available to District for examination at District's place of business all data, records, investigation reports and all other materials respecting matters covered by this Agreement. Consultant will permit 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.

Article 10. 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.

(b) Consultant shall advise 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 District and, as a result of the use of any programs or materials developed by Consultant under this Agreement, District should be found in violation of any copyright restrictions or requirements, Consultant agrees to indemnify and defend District against any action or claim brought by the copyright holder.

Article 11. Administration of Agreement. This Agreement shall be administered on behalf of the parties hereto, and any notice desired or required to be sent to a party hereunder shall be addressed, as follows:

For **DISTRICT**: _____
Designated Project Manager

Campus: _____

Address: _____

AND Kelly Rosas, Supervisor
Purchasing and Contract Services

Address: San Diego Community College District
3375 Camino del Rio South, Suite 270
San Diego, CA 92108

For **CONSULTANT**: _____
Project Representative

Address: _____

Article 12. Notice. 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 or certified mail, return receipt requested, with postage paid. 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 section. At the date of this Agreement, the addresses of the parties are as set forth above.

Article 13. Ownership of Work Product. All products of work performed pursuant to this Agreement, including, but not limited to, notes, tables, graphs, reports, files, computer programs, and source code, will be the sole property of District and no reproduction of any portions of the work product may be made in any form without the express written consent of District. 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's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

Article 14. Termination for Cause. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) a material violation of this agreement by Consultant, (b) any act by Consultant exposing District to liability to others for personal injury or property damage, or (c) if Consultant is adjudged bankrupt, Consultant makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Consultant's insolvency. Written notice by District of termination for cause shall contain the reasons for such intention to terminate and unless within five (5) 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 five (5) days cease and terminate.

In the event of such termination, the District may secure the required services from another consultant. If the cost to the District of obtaining the services from another consultant exceeds the cost of providing the service pursuant to this Agreement, the excess cost may be charged to and collected from Consultant. 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.

In the event of such termination, Consultant shall be paid the reasonable value of satisfactory services rendered up to the date of receipt of the notice of termination, less any payments theretofore made, as determined by District, and the Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

Also, at the time of such termination, all finished or unfinished documents, data, studies, drafts, surveys, drawings, maps, reports, and other materials prepared by Consultant shall, at the option of the District, become the property of District.

Article 15. Termination for Convenience. Either party may terminate this Agreement at any time and for any reason by giving written notice to the other party of such termination, and specifying the effective date thereof, at least thirty (30) days prior to the effective date.

If the Agreement is terminated as provided in this Section, Consultant shall be entitled to receive compensation for any satisfactory work completed up to the receipt by Consultant of notice of termination, less any payments theretofore made, and for satisfactory work completed between the receipt of notice of termination and the effective date of termination pursuant to a specific request by District for the performance of such work.

Also, at the time of such termination, all finished and unfinished documents and other materials described hereinabove shall, at the option of District, become District's sole and exclusive property.

Article 16. Status of Consultant. It is agreed that District is interested only in the results obtained from service hereunder and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Consultant shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by the District, except as to the results of the work. Consultant is, for all purposes arising out of this Agreement, an independent contractor, and neither Consultant nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any District benefits to which District employees are entitled, including, but not limited to overtime, retirement benefits, insurance, vacation, worker's compensation, sick or injury leave or other benefits.

Article 17. Hold Harmless. District shall not be liable for, and Consultant shall defend and indemnify District and its officers, agents, employees and volunteers (collectively "District Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Consultant or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of District Parties. Consultant shall have no obligation, however, to defend or indemnify District Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of District Parties.

Article 18. Conflict of Interest. Prior to execution of this contract, contractor shall disclose in writing to District any and all compensation, actual or potential, which contractor may receive in any form from a party other than the District as a result of performance of this contract by contractor. If contractor becomes aware of the potential for such compensation subsequent to the execution of this contract, contractor shall disclose such compensation within three working days of becoming aware of the potential for such compensation. Prior to or concurrent with making any recommendation of any products or service for purchase by the District, contractor shall disclose any financial interest that contractor may have in any manufacturer or provider of the recommended products or services. The term "financial interest" includes, but is not limited to, employment (current or prospective) or ownership interest of any kind and degree.

Article 19. Assignment. No portion of this Agreement or any of the work to be performed hereunder may be assigned by Consultant without the express written consent of District and without such consent all services hereunder are to be performed by Consultant, its officers, agents and employees.

Article 20. Compliance With Applicable Laws. Consultant 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 Consultant, Consultant's business, equipment and personnel engaged in activities covered by this Agreement or arising out of the performance of such activities.

Article 21. Permits/Licenses. Consultant and all of Consultant'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 Agreement.

Article 22. Nondiscrimination in Employment. Consultant agrees that it will not engage in unlawful discrimination in employment as delineated in the California State Fair Employment and Housing Act, and Section 12940 of the California Government Code.

Article 23. 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 Agreement, 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 24. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

Article 25. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement between the parties and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

Article 26. Governing Law/Venue. The terms and conditions of this Agreement shall be governed by the laws of the State of California. Any action or proceeding brought by any party against any other party arising out of or related to this Agreement shall be brought exclusively in San Diego County.

Article 27. Attorney's Fees. If either party commences any legal action or proceeding to enforce, interpret or construe this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs, as determined by the court. "Legal action or proceeding" includes a declaratory relief action and any bankruptcy or insolvency proceedings.

Article 28. Alterations or Variance. No alterations to this Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both of the parties hereto.

Article 29. Debarment. By signing this agreement, Consultant certifies that it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from providing services by any federal, state, or local governmental departments or agency.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date herein above first written.

DISTRICT

San Diego Community College District
3375 Camino del Rio South
San Diego, CA 92108-3883

CONSULTANT

District Project Manager (Print)

Authorized Representative (Print)

Signature

Date

Signature

Date

Campus: _____

(E-Mail Address)

Kelly Rosas, Supervisor
Purchasing and Contract Services
Buyer's Initials _____

Date

SAMPLE

EXHIBIT A

Scope of Work

(Insert Scope of Work)

Sample

EXHIBIT B

Payment Provisions

(Insert Payment Schedule)

Sample

APPENDIX E
SUBMISSION CHECKLIST

Item	Included in RFP Response
Proposal Form A: General Information	
Proposal Form B: Fee and Rate Proposal	
Proposal Form C: General Terms and Conditions	
Proposal Form D: Addenda Acknowledgement	
Appendix A: Non-Collusion Declaration	
Appendix B: Certificate Regarding Workers' Compensation	
Appendix C: Minority, Woman and Disabled Veteran Owned Certification	
Appendix D: References	
Appendix E: Submission Checklist	