



Request for Proposal (RFP) No. 23-10
Executive Recruitment

Proposal Due Date:
June 5, 2023 @ 2:00 p.m., local time

Delivered to:
3375 Camino del Rio South, Suite 270
San Diego, CA 92108

No late proposals will be accepted!

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NOTICE IS HEREBY GIVEN by the San Diego 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 no later than 2:00 p.m. on Monday June 5, 2023, responses to this Request for Proposal. Responses are to be delivered to the Purchasing and Contracts Services Department, Room 270 located at 3375 Camino del Rio South, Suite 270, San Diego, CA 92108.

Please submit all RFP questions/requests for clarification via electronic mail to Kelly Rosas, krosas@sdccd.edu (subject line must read "RFP 23-10 Questions") no later than 12:00pm local time on Thursday, May 18, 2023. All questions/requests for clarification will be addressed with an addendum.

All responses to this RFB shall conform and be responsive to the RFP, including its attachments. All interested parties may obtain a copy of the RFP by downloading a copy from the Purchasing Contract Services website at https://www.sdccd.edu/about/departments-and-offices/business-technology-services-division/business-services/purchasing-vendors/bid_rfp/bid-and-rfp-opportunities.aspx.

RFP Schedule

May 10, 2023	RFP available, posted on District website
May 18, 2023	Deadline for Submission of RFP Questions by 12:00 p.m. local time
May 22, 2023	District will Respond to RFP Questions, (if needed)
June 5, 2023	Proposals Due (hard copy) by 2:00 p.m. local time 3375 Camino del Rio South, Suite 270, San Diego, CA 92108 <i>No late responses will be accepted!</i>
June 9, 2023	Interviews of Semi-finalists (if required) Individual interview appointments for each Proposer <i>No substitute dates will be available for interviews.</i>
June 15, 2023	Anticipated Governing Board Approval

1. INFORMATION AND SCOPE

SAN DIEGO COMMUNITY COLLEGE BACKGROUND

As one of the largest of California's 73 community college districts, the San Diego Community College District (SDCCD) serves on average 75,000 students annually at its three credit colleges, San Diego City College, Mesa College, Miramar College, and seven campuses of the 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, San Diego Mesa College now offers a bachelor's degree in Health Information Management as part of California's Baccalaureate Pilot Program and San Diego City College will launch their bachelor program in Fall, 2024.

The SDCCD maintains active partnerships with local industry, the community, the military, and educational institutions to ensure students have clear pathways to careers and the next stage of their education.

The District and its graduates have a combined economic benefit to the region of \$5.5 billion annually – 98 percent of the District's students remain in the region after completing their education. The District also proudly services more than 5,400 active-duty military personnel, veterans, and dependents.

REQUEST FOR PROPOSAL SCOPE

The San Diego Community College District is seeking Executive Recruitment services for the position of Chancellor. The Evaluation Criteria is details in Proposal Form B.

2. INSTURCTIONS FOR SUBMITTAL OF PROPOSALS

PURPOSE OF RFP

The purpose of this "Request for Proposal" is to select and award one agreement to a responsive, responsible, and qualified Offeror who has the knowledge and experience to provide the San Diego Community College District with Executive Recruitment Services. The entirety of this RFP document sets for the District's requirements.

PROPOSAL QUESTIONS

All questions regarding this RFP are to be emailed to Kelly Rosas at krosas@sdccd.edu only. Questions must be sent via e-mail. Questions will only be accepted until May 18, 2023 at 12:00 p.m. local time. Answers to all questions will be addressed via an RFP addendum posted on the District's Purchasing and Contract Services Department webpage. No direct responses will be sent to the company asking the question.

PROPOSAL SUBMISSION

It shall be the responsibility of the Offeror to ensure that their Proposal is received as follows:

Proposals are to be submitted to the Purchasing Department as one original and four (4) hard copies no later than 2:00 p.m. local time on Monday, June 5, 2023. Additionally, a copy of the entire proposal response on a USB thumb drive is to be included with the original and four (4) copies. The original proposal is to be submitted on 8 ½ x 11" white paper, font size no smaller than 12 pitch (recommend Arial or Times New Roman) with a 1" margin for top, bottom, right, and left of each page of the proposal.

The entire proposal submission is limited to 35 pages. The use of excessive color, text, overly elaborate graphics, glossy paper, or small font to meet page limitations is not encouraged. The official proposal submission is the original hard copy. If there is a discrepancy between the original hard copy and the USB thumb drive, the original hard copy will be considered Offeror's official submittal.

The Proposal must be mailed to or delivered to:

San Diego Community College District
3375 Camino del Rio South, Suite 270
ATTN: KELLY ROSAS, RFP 23-10
San Diego, CA 92108

It is the responsibility of the Offeror to confirm that the Proposal was received on time.

NO LATE PROPOSALS WILL BE ACCEPTED!

RIGHT TO REJECT

This Request for Proposal does not constitute a commitment by the District to award an agreement. 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. Agreement award will not be made solely on the basis of price. If there is a discrepancy between the hard copy and the copy on the thumb drive, the hard copy will be the version that governs. No award shall be final until it is approved by the District's Governing Board.

PROPRIETARY INFORMATION

In the event any Offeror 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 Offeror'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 krosas@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 No. 23-10 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, verbal presentations and any other costs shall be entirely the responsibility of the Offeror and shall not be reimbursed in any manner by the District.

PROPOSAL PRESENTATIONS

Offerors may, after opening and prior to award, be required to make verbal and visual presentations at the request of the District. The District will notify Offerors selected of the time. The verbal presentation, if applicable, will be evaluated. The presentation will not allow the Offeror to revise their proposal submission or make any substantial changes to their

proposal. Offerors are encouraged to ensure their original proposal submission is their best offer at the time of submission. Presentations will be conducted via Zoom.

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.

AGREEMENT COMMENCEMENT/TERM

It is the intent of the District to commence the resulting agreement 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 SDCCD 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-support-services/purchasing-vendors/bid_rfp/index.aspx). Offerors must return the addendum-completed acknowledgment(s) with the proposal.

3. EVALUATION OF PROPOSALS

Proposals will be evaluated based upon the written response to this RFP. Proposals will be evaluated by a team of District representatives. The evaluation team will make a recommendation for award to SDCCD Purchasing and Contract Services Department. The evaluation team's analysis will be framed within the following, listed in order of importance:

- Sourcing Process
- Proposer's Background and Industry Expertise
- Organization and Staffing
- Fee Structure
- Performance Guarantees

4. SPECIAL TERMS AND CONDITIONS

The agreement awarded for this work will be Fixed Price. Payment terms are Net 30.

AWARD OF AGREEMENT

It is anticipated that an agreement will be awarded by the Board of Trustees at a regularly scheduled meeting on June 15, 2023. At the time of the formal award, the apparent successful

Offeror must have agreed to agreement terms representing the understanding between the parties and the obligation of each party for performance of the Agreement.

FINAL AGREEMENT

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

- A. The final agreement, including scope of work, between SDCCD and then Offeror.
- B. All Schedules, implementation plans, service descriptions, and the like, developed for inclusion in the final agreement.
- C. This RFP as originally released, with the Appendixes, Exhibits, and any addenda released prior to proposal opening. The Offeror's proposal in total, including all approved addenda and attachments.

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

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

Offeror shall procure and maintain during the life of any Agreement awarded as a result of this RFP at its sole expense, such comprehensive general liability insurance or commercial general liability and property damage insurance as shall protect Contractor and District from all claims for bodily (personal) injury, including accidental death as well as claims for property damage arising from operations under this agreement, and other covered loss, however occasioned, occurring during the policy term. Such policy shall comply with all the requirements shown on Appendix B and the District's General Terms and Conditions.

(<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 furnished to the Purchasing and Contract Services, attn.: Kelly Rosas, prior to commencement of work.

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

NON-COLLUSION AFFIDAVITS

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

PROPOSER CONDUCT

During the RFP window (from release of this RFP to final award), Offeror is not permitted to contact any SDCCD employees or members of the Governing Board unless at the request of SDCCD's 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 Offeror 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 Offeror 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 Offeror's operations.

<p style="text-align: center;">PROPOSAL FORM A General Information</p>
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1. Cover Letter

The individual who is authorized to bind Website Redesign Proposal (hence, “Offeror”) contractually must sign the cover letter, which must accompany the Offeror’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 Offeror’s firm. An unsigned cover letter shall cause the proposal to be rejected. The cover letter must contain a statement that the Offeror 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 Offeror’s name, address, e-mail, telephone, and facsimile number.
- The Offeror’s Federal Employer Identification Number and Corporate Identification Number, if applicable.
- The name, title or position, and telephone number of the individual signing the cover letter.
- A statement indicating the signature is authorized to bind the Offeror 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 valid for 60 days. Please complete Proposal Form A thru D and Appendix A thru F as part of your RFP response.
- A statement expressing the Offeror’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 Offeror’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 Offeror’s proposal.

2. Profile and Overview of Offeror

- General overview of the company.

- Years of experience in providing website design services to institutions the size and scope of SDCCD, and especially with community colleges if any.
- References.

3. Offeror 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. _____

<p style="text-align: center;">PROPOSAL FORM B EXECUTIVE RECRUITMENT SERVICES</p>

EVALUATION CRITERIA

The evaluation criteria listed below are in descending order of importance and will be considered in the evaluation of the Offeror's written and oral proposal accordingly. Proposals should give clear, concise information in sufficient detail to allow and evaluation based on these criteria.

Proposals submitted is to be tabbed and submitted in this order:

Order of importance beginning with the most important is:

Section 1: Sourcing Process

- Describe your firm's approach to understanding District needs, recruiting and supporting a diverse pool of candidates with strong commitments to diversity, equity, inclusion, and accessibility (DEIA), assessing candidates, arranging and managing interviews.
- Include tools and processes your firm uses to search for candidates and the vetting process for those candidates.
- Detail the firm's understanding of the position requirements and the extent to which your firm will be able to support the requirements and provide viable candidates who have demonstrated commitment to DEIA, and who have the requisite work experience, background, and education.

Section 2: Proposer's Background and Industry Expertise

- Describe your firm's experience in recruiting higher education candidates with a commitment to DEIA. Detail the extent to which the Offeror's background and experience support the District's goals and outcomes with regard to this Executive Recruitment.
- Past Performance – include at least three past recruitments for higher education institutions where your firm has placed successful candidates.
- Describe geographic reach of Offeror's firm.
- Describe how Offeror's firm demonstrates their commitment to DEIA.
- Describe your firm's collaboration and discretion during a search process.
- References – include at least three references that the District can contact for which your firm placed successful candidates. The references should be for higher education institution of similar size and structure as the San Diego Community College District.

Section 3: Origination and Staffing

- The extent to which the Offeror's organization and staffing support the District's goals and outcomes.
- Include an organization chart with key personnel identified who will support this Executive Recruitment.

Section 4: Fee Structure

- The Offeror's pricing, including overall costs to the District.

Section 5: Performance Guarantees

- Describe your firm's follow-up process once a candidate has been selected and offered a position.

Written proposals will be evaluated and up to three (3) firms will be selected. The two Board Sub-Committee members may elect to meet with the finalists on June 9, 2023 via Zoom between 1:00 p.m. and 4:00 p.m., local time.

Finalists will have 40 minutes to present to the Board Sub-Committee. Selected firms will have the assigned principal consultant and up to one colleague may join them for the oral presentation. The oral presentation shall not include information that was not part of the written proposal.

Final recommendation for a search firm will be brought to the Board of Trustees at an open session for adoption.

<p style="text-align: center;">PROPOSAL FORM C GENERAL TERMS AND CONDITIONS</p>

Offer Held Firm: The Offeror agrees that it will not withdraw its offer for a period of one hundred twenty (120) calendar days from the opening date.

Right to Reject: The Offeror 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 Offeror to reach a final agreement.

Proposer Certification: The Offeror 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 Agreement: If awarded an agreement, the Offeror agrees to execute an agreement in accordance with this Proposal and the District's Instructions for Submittal of Proposals, Information for Proposers, General Conditions, and Service Requirements within immediately within 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 Offeror'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 Offeror'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 Offeror'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 Offeror 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: Signature (Manual)

By: Signature (Typed)

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: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____

APPENDIX A

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

State of California, 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.

Signature

Date

APPENDIX B

INSURANCE AFFIDAVIT TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

Contractor shall procure and maintain during the life of this agreement and for such other period as may be required herein, at its sole expense, such comprehensive general liability insurance or commercial general liability and property damage insurance as shall protect Contractor and District from all claims for bodily (personal) injury, including accidental death, as well as claims for property damage arising from operations under this agreement, and other covered loss, however occasioned, occurring during the policy term. Such policy shall comply with all the requirements of this article, and shall be in the form and amounts as follows:

Comprehensive General Liability Insurance:

with a combined single limit per occurrence of not less than

\$1,000,000.00

OR

Commercial General Liability and Property Damage Insurance:

(Including automobile insurance) which provides limits of not less than:

- | | |
|--|----------------|
| (a) Per occurrence (combined single limit) | \$1,000,000.00 |
| (b) Project Specific Aggregate (for this project only) | \$1,000,000.00 |
| (c) Products/Completed Operations | \$1,000,000.00 |
| (d) Personal & Advertising Injury limit | \$1,000,000.00 |

AND

Fire Insurance

Project Replacement Value at	100%
(One Hundred Percent)	

Insurance Covering Special Hazards: Following special hazards shall be covered by riders or riders to above-mentioned commercial liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance, in amounts as follows:

Automotive and truck where operated in amounts	\$500,000.00
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Additional Insured Endorsement: Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, individually and collectively, as additional insured.

Contractor shall not commence work until all required insurance and certificates, which have been delivered in duplicate to, and approved by, the District's Manager of Business Support Services.

Firm _____

Signed _____

APPENDIX C

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 agreement.

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 D

San Diego Community College District

MINORITY, WOMAN AND DISABLED VETERAN-OWNED BUSINESS ENTERPRISE 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.

3. Is your firm a Disabled Veteran-Owned Business Enterprise as defined below in item (a)? ☐ YES ☐ NO
 - (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 E

REFERENCES

Offeror 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. Offeror 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#:	
Comments:			

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

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

APPENDIX G

SAN DIEGO COMMUNITY COLLEGE DISTRICT SAMPLE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") between **SAN DIEGO COMMUNITY COLLEGE DISTRICT**, a public educational agency ("District") and **[LEGAL NAME]** ("Contractor") is effective upon the execution date of Contractor and District, whichever shall later occur. District and Contractor are referred to in this Agreement individually as "Party" and collectively as "Parties."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice 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, District is in need of such special services and advice; and

WHEREAS, the District advertised an RFP 23-10 Recruitment Services for Chancellor; and

WHEREAS, Contractor warrants and represents to District that Contractor has the experience, expertise, and resources to successfully and effectively perform the agreed-upon services and will provide these services to the District in compliance with all applicable laws and regulations.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

- 1. Scope of Service.** Contractor shall perform the agreed-upon services as defined by the scope of work, deliverables, and standard of performance identified in Attachment 1, and in accordance with the terms and conditions in this Agreement. The services listed in this Agreement and in Attachment 1 are referred to as "Services." Contractor's Services will be timely and performed or provided consistent with the profession skill and care of Contractor's profession and in compliance with all applicable laws and regulations.
- 2. Term.** This Agreement will begin and will be completed by the dates specified in Attachment 1. Completion of the Services, including all deliverables as described in Attachment 1, must be made to the satisfaction of the District.
- 3. Fees and Reimbursements.** Contractor will receive compensation in an amount not to exceed the hourly or project rates shown in Attachment 1 for Services performed. District will pay Contractor all amounts owed within 30 days of receipt of Contractor's undisputed billing invoice. The District retains the right to increase or decrease the Services, deliverables, or amount of work as it deems appropriate and at its sole discretion.
- 4. Licenses and Permits.** Contractor and all of the Contractor's employees or agents will secure and maintain in force all licenses and permits as are required by law, in connection with the performance of the Services or the furnishing of materials, articles or deliverables listed in this Agreement. All operations and materials shall be in accordance with the law.

- 5. Taxes.** Contractor will fully complete the Internal Revenue Service W-9 form or other required reporting form. Contractor acknowledges and agrees that it is the Contractor's sole responsibility to make the requisite tax filings and payment to the appropriate federal, state or local tax authorities. The District will not withhold any part of the Contractor's compensation for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation. Contractor agrees to indemnify, defend, and hold the District harmless from any tax consequences.
- 6. Expenses and Equipment.** Contractor is solely and fully responsible for all costs and expenses incident to the performance of the Services by Contractor, including any and all instrumentalities, supplies, tools, equipment, or materials necessary to perform the Services. If the District furnishes any goods, materials, or equipment to Contractor, Contractor assumes complete liability for those goods, materials, or equipment. Contractor agrees to pay for such tools or materials spoiled by it or not otherwise accounted for to the District's satisfaction.
- 7. Compliance with Applicable Laws.** The Services completed herein must meet the approval of the District and are subject to the District's general right of inspection to ensure they are satisfactorily completed. 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, the Services, Contractor's business, equipment, and personnel engaged in operations covered by this Agreement, or accruing out of the performance of such operations.
- 8. Independent Contractor.** In performing Services, Contractor shall be deemed and act as an independent contractor. Contractor understands and agrees that neither Contractor nor any of Contractor's employees, agents, consultants, or subcontractors shall be considered officers, employees, or agents of the District, and are therefore not entitled to benefits of any kind or nature that are normally provided employees of the District or to which the District's employees are normally entitled, including but not limited to workers' compensation or unemployment benefits. Contractor further understands that this Agreement is not intended to, and shall not be construed to, create a joint venture or association, or any other relationship whatsoever other than an independent contractor relationship. Contractor shall perform the Services and obligations under this Agreement according to the Contractor's own means and methods of work which shall be in the exclusive charge and under the control of Contractor, and which shall not be subject to control or supervision by the District, except as to the results of the Services. Contractor acknowledges that: (1) Contractor is free from the control and direction of the District in connection with the performance of Services; (2) Contractor performs the Services outside the usual course of the District's business; and (3) Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as the Services performed for the District. To the furthest extent provided by law, Contractor agrees to defend, indemnify, and hold the District harmless from any claims, demands, liabilities, damages, penalties, or taxes resulting from any misclassification of Contractor's employees (as independent contractors) who provide Services under this Agreement.
- 9. Certification Regarding the California Penal Code Section 290.** By executing this Agreement, Contractor agrees to comply with the rules and regulations of the Sex Offender Registration Act, California Penal Code Section 290.95. Contractor certifies and understands that every person required to register under Section 290 shall disclose their status as a registrant, upon application or acceptance of a position, to that person, group, or organization. Furthermore, no person who is required to register under Section 290 because of a conviction for a crime where the victim was a minor under sixteen (16) years of age shall be an employer, employee, or independent Contractor, or act as a volunteer with any person, group, or organization in a capacity in which the registrant would be working directly and in an unaccompanied setting with minor children on more than an incidental and occasional basis or have supervision or disciplinary power over minor children. A violation of this section is a misdemeanor punishable by a fine not exceeding One Thousand Dollars (\$1,000), by imprisonment in a county jail not to exceed a period of six (6) months, or by both that fine and imprisonment.
- 10. Termination.** District may terminate this Agreement for its convenience at any time by written notification to Contractor. Termination will be effective on the date specified by the District in its notice. District will pay

Contractor all earned and undisputed amounts for Services provided through the date of termination, or, as applicable, Contractor will refund to the District a pro rata share of any prepaid amounts or fees within 30 days of the effective date of termination. Upon or prior to the effective date of termination, Contractor shall provide the District with all documents, including final or draft documents, produced or collected by Contractor related to the Services.

- 11. Ownership of Intellectual Property.** The Services performed hereunder are work made for hire and District shall exclusively own, in perpetuity and worldwide, all rights to and flowing from the Services, including any intellectual property, systems, materials, documents, or other work product performed, produced, or created under this Agreement or related to the Services (collectively “Work Product”). Contractor assigns to District any and all rights Contractor could have, may have, or does have, in the Work Product, and District shall have all right, title, and interest in the Work Product, including the right to secure and maintain the copyright, trademark, and patent of the Work Product. The District shall be permitted, in its sole discretion, to reproduce, distribute, modify, and use the Work Product in any manner desired. Contractor consents to the use of Contractor’s name in conjunction with the sale, use, performance, and distribution of Work Product, for any purpose and in any medium.
- 12. Limitation of Liability.** The District’s financial obligations under this Agreement are limited to the payment of the compensation provided in this Agreement and Attachment 1. Notwithstanding any other provision of this Agreement, in no event, shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
- 13. Indemnity.** Contractor shall indemnify, defend, and hold the District, its Board of Trustees, officers, agents, employees, and volunteers harmless against any and all liability, claims, suits, demands, causes of action, damages, losses, injuries, and expenses, including reasonable attorneys’ fees, whether actual or alleged, arising of the negligent, grossly negligent or willful conduct of the Contractor or its officers, agents, employees, independent contractors, volunteers, and subcontractors, including any claim that Contractor infringed a third party patent or copyright or other intellectual property right, unless the liability or claims arise from the District’s sole and active negligence or willful misconduct. The provisions of this section shall survive the termination or expiration of this Agreement.
- 14. Insurance Requirements.** Licensee and its officers, employees, agents, and subcontractors shall, at their expense, maintain and comply with Insurance Requirements listed below to protect Licensee and District from any and all claims for personal injury, bodily injury and property damage arising from, pertaining to or relating to the scope of work under this Agreement:
- a. Commercial General Liability. Minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for personal injury, bodily injury, death, other injury, and property damage.
 - b. Automobile Liability. \$1,000,000 per accident for bodily injury and property damage applicable to all owned, non-owned, and hired vehicles.
 - c. Workers’ Compensation. Statutory limits required by the State of California (If applicable).
 - d. Professional Liability. Minimum limits of \$1,000,000 per claim and \$2,000,000 in the aggregate covering liabilities and claims arising out of Contractor’s performance of Services under this Agreement.
 - e. Primary Insurance. Any insurance or self-insurance maintained by the District shall be excess of the Licensee’s insurance and shall not contribute with it.
 - f. Waiver of Subrogation. Licensee agrees that in the event of loss due to any perils for which it has agreed to provide Commercial General and Automobile Liability insurance, Licensee shall look solely to its insurance carrier(s) for recovery and grants a waiver of any right to subrogation which any such insurer of Licensee may acquire against the District by virtue of payments of any loss under this insurance.
 - g. Proof of Insurance and Insurance Terms. Contractor shall not commence the Services or any work under this Agreement until it provides the District Certificates of Insurance with original endorsements evidencing the insurance coverage required herein. Each policy required herein, except workers’ compensation and

professional liability, shall be endorsed with specific language naming the San Diego Community College District and its trustees, officers, agents, employees, and volunteers ("Additional Insureds") as additional insured parties and waiving subrogation rights against the Additional Insureds, and each Certificate of Insurance shall so specify. Such certificates shall evidence all coverages and limits required by the District in this Agreement and shall specify that insurers will give the District thirty (30) days prior written notice of non-renewal or cancellation. Each policy required herein shall be primary to any other insurance or self-insurance available to the District, its officers, trustees, agents, employees, and volunteers, and shall apply separately to each. Contractor is solely responsible for the payment of any and all premiums, deductibles, or self-insurance retentions. Contractor will ensure insurance is placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District. Contractor's provision of the required insurance hereunder shall not act as a potential limitation on Contractor's liability.

- 15. Protection of Confidential Information.** Contractor understands and acknowledges that during its performance of the Services, it or its employees may have access to private and confidential information in the District's possession, custody or control, including but not limited to private information regarding students, parents, guardians, faculty, donors, employees, staff, alumni, or other personnel data or information and other District related trade secrets, business plans, and other proprietary information ("Confidential Information"). This information may be protected by state and federal law. Contractor will not disclose, copy, or modify any Confidential Information without the prior written consent of the District or unless otherwise required by law. Contractor will promptly notify the District if it becomes aware of any possible unauthorized disclosure or use of the Confidential Information. The provisions of this section shall survive the termination or expiration of this Agreement.
- 16. Non-Discrimination Endorsement.** Contractor and District mutually agree that they will comply with all applicable Federal and California state anti-discrimination laws and regulations and agree not to unlawfully discriminate against any prospective or active employee engaged in the work, or against any other person, on the basis of race, color, age, ancestry, national origin, sex, religious creed, marital status, or physical or mental disability, medical condition, genetic information, sex, gender, gender identity or expression, or sexual orientation or any other category protected by law, including but not limited to, the California Fair Employment and Housing Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, Contractor agrees to require like compliance by all hired subcontractors.
- 17. Provisions Required by Law Deemed Inserted.** Each provision of law and clause applicable to this Agreement, or required by law to be inserted in this Agreement, is deemed inserted herein and the Agreement shall be read and enforced as though the provisions are included herein.
- 18. Audit.** Contractor agrees that the District has the right to review, audit, and to copy any of Contractor's or Contractor's sub-consultants' records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is required. Contractor agrees to allow the District access to these records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Contractor agrees to include a similar right of the District to audit records and interview staff in any subcontract related to performance of this Agreement.
- 19. Advertising.** Contractor shall not use the name of the District, its officers, directors, employees, or agents, in advertising, social marketing campaigns, publicity releases or otherwise without securing the prior written consent of the District in each instance.
- 20. Non-waiver.** The failure of the District or Contractor 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 the party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

21. Notice. All notices required or permitted to be given under this Agreement by either party to the other, shall be in writing and given, served, and received, if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or sent by overnight delivery services, or facsimile transmission, addressed as follows:

For District:

Kelly Rosas
Manager, Purchasing & Contract Services
San Diego Community College District
3375 Camino del Rio South, Suite 270
San Diego, CA 92108

For Contractor:

Contact information as referenced in Attachment 1

Any notice personally given or sent by facsimile transmission is effective upon receipt. Any notice sent by overnight delivery service is effective the business day next following delivery by overnight services. Any notice given by mail is effective three days after deposit in the United States mail.

22. Severability. If any term, condition or provision of this Agreement 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.

23. Approval by District's Board of Trustees. Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against the District unless and until District's Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.

24. Conflict of Interest and Prohibited Interests. No officer, employee, or any other agent of the District authorized in any capacity on behalf of the District to exercise any fiduciary, executive, or other similar functions, shall be allowed to possess or accept, directly or indirectly, or in any part thereof, any financial interest in any contract, bid or other procurement activity of the District. Additionally, no officer, employee, or any other agent of the District similarly authorized, shall be allowed to possess or accept any form of gift, payment, undue advantage or influence, directly or indirectly, or in any part thereof. The District reserves the right, before any Agreement or procurement award is made, to require an affidavit from the respective bidder or Contractor to disclaim in writing any conflict of interest. Furthermore, the District reserves the right to reject any bidder or Contractor if any such conflict is discovered, and subsequently award to the next preferred vendor.

25. Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the District or Contractor. Jurisdiction for any legal proceedings brought to interpret or enforce the terms of this Agreement, shall be brought in the San Diego County Superior Court and venue shall be the North County Regional Center (Vista, California) of the San Diego Superior Court.

26. Force Majeure. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not limited to, Acts of God, labor disputes, civil disruptions, acts of war, pandemics, epidemics, fire, electrical power outages, earthquakes or other natural disasters.

27. Disputes. Except in the event of the District's failure to make earned and undisputed payments to Contractor, if the District and Contractor have a dispute, each will continue to perform its respective obligations, including Contractor's duty to provide and perform the Services, during all attempts to resolve the dispute.

28. Mediation; Arbitration. Parties agree that if any dispute or controversy arises between them in any way arising out of, related to, or connected with this Agreement or its subject matter, they will participate in good faith in mediation and agree to equally share all mediator fees. Mediation shall be conducted under the Commercial Mediation Rules of the American Arbitration Association in effect as of the filing of Demand for Mediation. If the Parties are unable to resolve the dispute or controversy through mediation, the Parties agree to submit the pending dispute or controversy to final and binding arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of the filing of the Demand For Arbitration. Arbitration proceedings shall be conducted at a location in the county of San Diego, California. Enforcement of this agreement to arbitrate and enforcement of the arbitration award shall be in accordance with California law. By agreeing to this binding arbitration provision, the Parties understand that they are waiving certain rights and protections which may otherwise be available if a claim were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding; and a right to invoke formal rules of procedure and evidence. The prevailing party shall be awarded all reasonable attorneys' fees, expert witness fees, and other litigation expenses, expended or incurred in such arbitration or litigation, unless the laws related to the claim that the party prevailed on preclude a court from awarding attorneys' fees and costs to the prevailing party. The provisions of this section will apply during the term of this Agreement and survives after the termination or expiration of this Agreement.

29. Certification Regarding Debarment, Suspension or Other Ineligibility (Applicable to all agreements funded in part or whole with federal funds).

- a. By executing this contractual instrument, Contractor agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98) (see Appendix 15).
- b. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - ii. Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility;
 - iii. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.2) above, of this certification;
 - iv. Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;
 - v. Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and

- vi. Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

30. Accessibility of Information and Communication Technology. Contractor hereby warrants that the Services to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Products covered under this provision include, without limitation, the following: Software applications; operating systems; web-based intranet and internet information and applications; telecommunications products; video or multimedia products; self-contained closed products such as copiers; source codes and desktop and portable computers. Contractor agrees to respond promptly and resolve any complaints regarding accessibility of its products or Services that are brought to its attention. All websites developed and maintained must be accessible, built to the most current and highest Web Content Accessibility Guidelines (WCAG), and be delivered with documentation allowing the District to certify it as accessible and in compliance with California Government Code Sections 7405 and 11135. Contractor is responsible for all claims and expenses borne by the District, which arise out of the Services under this Agreement, found to be non-compliant with Federal and California laws. These costs include but are not limited to legal costs, court costs, and costs for remediation of Services produced. Contractor further agrees to indemnify and hold harmless the District from and against any claim arising out of Contractor's failure to comply with these requirements. Contractor acknowledges that failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement or cancellation of the Services.

31. Successors; No Assignment. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Contractor and the District. Neither Contractor nor District may assign rights or obligations of this Agreement without the prior written consent of the other, which may be withheld or granted in sole discretion of the Party requested to grant consent.

32. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

33. Entire Agreement. This Agreement, Attachment 1 and its attachments, constitute the sole entire Agreement and understanding between the District and Contractor concerning their subject matter. It replaces and supersedes all prior agreements or negotiations, whether written or verbal. It may not be modified except in a writing signed by the District and Contractor.

34. Time of Performance. Time is of the essence and Contractor shall perform the Services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.

IN WITNESS WHEREOF, the District and Contractor have executed this Agreement as of the dates set forth below.

"DISTRICT"

SAN DIEGO COMMUNITY COLLEGE DISTRICT

"CONTRACTOR"

[LEGAL NAME]

By: _____
Kelly Rosas, Manager
Purchasing & Contract Services

Date: _____

By: _____
Title _____

Date: _____