



REQUEST FOR PROPOSALS
FOR
CONSULTANT FOR THE DEVELOPMENT OF A DISTRICT EDUCATIONAL MASTER PLAN
RFP #3026

Responses Due 2:00 PM, June 23, 2016

**Mt. San Antonio Community College District
Purchasing Department
Bldg. 4, Room 1385
1100 N. Grand Avenue
Walnut, CA 91789
Attn: Teresa Patterson**

1. BACKGROUND AND INTRODUCTION:

The Mt. San Antonio Community College District (Mt. SAC) requests proposals from qualified consultants to assist the District's administration, faculty, and staff in preparing an Educational Master Plan (EMP) for the District. The EMP will address functions and areas of responsibility for the District as a whole: Office of Instruction, Student Services, Administrative Services, Human Resources, and the Office of the President. The EMP will include an examination of potential academic and integral institutional support program development; including expansion of existing programs; addition of new programs; and distribution of courses, programs, and services. The examination and analysis will include a long-range (10 year) growth forecast with three scenarios (slow, moderate, and high) and a discussion of potential growth scenarios for the subsequent 10-year period. The EMP will provide the foundation for a new Facilities Master Plan (FMP), to be written in tandem with the Educational Master Plan (EMP), but in a distinct process. Together the two plans will complement each other and create the Comprehensive Master Plan (CMP) document that will be a reflection of the District's commitment to its mission.

Mt. SAC is a single-campus California community college district that currently serves over 32,000 full-time equivalent students. Interested respondents to this RFP should go to www.mtsac.edu to learn more about the District. This website includes information, including the current educational, facilities, strategic, student equity, and technology master plans that will be essential in the preparation of a response to this RFP.

Please refer to the following links to assist in the preparation of your proposal:

Educational Master Plan

http://www.mtsac.edu/governance/committees/iec/planning/msacedmstr_plan0809.pdf

Educational Master Plan 2015 Addendum: The Farm

http://www.mtsac.edu/governance/committees/iec/planning/MtSAC_EdPlanAddendum-2015-05-08.pdf

Facilities Master Plan

<http://www.mtsac.edu/governance/committees/iec/planning/msacfacilitiesmstrplan2012.pdf>

Strategic Plan

http://www.mtsac.edu/governance/committees/iec/includes/2014-15_Strategic_Plan_Final.pdf

Student Equity Plan

<http://www.mtsac.edu/governance/committees/equity/pdf/StudentEquityPlan.pdf>

Technology Master Plan

http://www.mtsac.edu/it/about-us/master_plan.html

The Board of Trustees is empowered by the California State Constitution to be the policy-making body of the College. Mt. SAC embraces participatory governance, giving a voice in the decision-making process to the administration, faculty, classified staff, and students.

The District is ready to move to the next level of planning, which will examine the potential of additional academic and interconnected institutional support program development and growth. Mt. SAC's commitment to participatory (shared) governance and giving a voice in the decision-making process to the administration, faculty, classified staff, and students will be an important factor in the development of the Educational Master Plan. The District expects that the proposed planning processes will lead to a successful general obligation facilities bond measure to fund the facilities additions and enhancements that will be identified in the new Facilities Master Plan, as well as serving as the basis for both short- and long-term educational and facilities planning.

While Mt. SAC has the internal capacity to develop many of the required components of its Educational Master Plan, its goal is to produce exceptional plans that, by virtue of engaging a committed team of professionals, exceed and expand on that which the District is able to develop under the constraints of its ongoing, daily educational responsibilities to its communities.

2. PROPOSED PROJECT – Educational Master Plan:

This Request for Proposal (RFP) is for only the educational planning component of the Comprehensive Master Plan (CMP). The selected consultant will be required to produce written, graphic, and digital documentation of updated educational plans for the District as a whole, as well as plans for individual disciplines and institutional support programs, including growth of existing programs and addition of new programs to accommodate maximum student enrollment. The consultant will assist the District in the planning process from the initial phase of research through adoption of the CMP by the District's Board of Trustees.

The consultant(s) will work with President's Cabinet, the Office of Instruction, District leadership, and other District constituencies and committees to develop the Educational Master Plan through participation in open forums, committee meetings, and public review. The President's Advisory Council and Academic Senate will receive regular progress reports.

The final Educational Master Plan product will include, but not be limited to:

1. A planning document that will outline Mt. SAC's educational plan, as well as development plans for individual disciplines and institutional support programs.
2. A linkage to the Facilities Master Plan based on WSCH and assignable square footage that illustrates the facilities requirements for achieving the EMP's projections of enrollment growth, program growth, and program additions.

Planning Team and Process. The master planning process is to be:

- Comprehensive (covering the entire campus and all aspects of the District's operations).
- Inclusive (seeking input from a broad range of campus constituencies and community representatives).
- Data-driven (relying on analysis of internal and external trends and the District's facilities and operations).
- Integrated (aligning recommendations with the College's mission, strategic direction, and financial realities).

The consulting team should include appropriate individuals familiar with both academic and institutional support program planning in the California Community Colleges, as well as data-driven decision-making processes. Each candidate should be prepared to illustrate examples of data they collect and how they use this data appropriately to direct the future growth of a District. The consultant's proposal should include a description of the recommended approach to developing the planning process and outcomes that are described above. The planning process will require interactive meetings, planning charts, open forums, workshops, and presentations. It is assumed that the consulting team will meet with each District academic department (over 40) and programs and units (including each unit within Office of Instruction, Student Services, Administrative Services, Human Resources, and the Office of the President per attached list) a minimum of three times to develop, review and finalize their area-specific summary narratives.

The proposal submitted by the prospective consultant should anticipate a minimum start-up period of two to three weeks for orientation meetings with the District's executive leadership team before the formal planning process begins.

During the course of the process, the consultant will be responsible for producing all meeting minutes and associated handouts in an electronic format consistent with Mt. SAC standards for review and distribution by Mt. SAC staff.

3. SCOPE OF REQUIRED SERVICES:

Final Product. The facilities master planning consultant will prepare the final Comprehensive Master Plan (CMP) document which will incorporate both the Educational Master Plan (EMP) and the Facilities Master Plan (FMP) components. The educational master planning consultant will work closely with the facilities master planning consultant to ensure delivery of accurate, timely, and sufficient information necessary to complete the overall comprehensive master planning process. The educational master planning consultant will prepare a draft and a final planning document that will include, but not be limited to, the following elements:

Proposals that exceed the minimum requirements as identified in the CCCC *Facilities Planning Manual*: Chapter 2 will receive higher scores.

Proposals must clearly identify the deliverables for each of the following sections.

- A. Executive Summary
- B. Mission, Vision, and Values
 - 1. Description of the educational philosophy of the District
- C. Educational Planning Process
 - 1. Timelines
 - 2. Step by step process
- D. Introduction and Background
 - 1. Description of the District
 - a. History
 - b. Service Area
 - 2. Local and Regional Context
 - 3. State and National Context
- E. Profile of the District Community and Students
 - 1. Population Trends
 - a. Local
 - b. County-wide
 - c. Regional
 - d. K-12
 - e. National
 - f. Global
 - 2. Employment Trends
 - 3. Enrollment Trends
 - a. Demographic Data
 - b. Concurrent Enrollment
 - c. Past Trends

- d. Adult Population Projections
 - e. Participation Rates
 - f. Student Free Flow
 - g. Projected Enrollments
4. Student Characteristics
 5. Student Success
 6. Perceptions about the District
 7. Lessons Learned from the Data Relevant to Educational Planning
- F. Analysis of Individual Academic and Institutional Support Programs
1. Program Description
 2. Program Review
 3. Future Development
 4. Role of Technology
 5. Translation of Standard Occupational Classification (SOC) to Classification of Instructional Programs (CIP) to Taxonomy of Programs (TOP)
 6. Projected WSCH
 - a. Lecture Space (Classrooms)
 - b. Laboratory Space (Teaching Labs)
 - c. Office Space
 - d. Library/LRC/Study
 - e. Instructional Media AV/TV + Radio
- G. Linkages between Educational Master Plan (EMP) and Facilities Master Plan (FMP)
1. Projected Headcount, WSCH, and FTES
 2. Converting WSCH to ASF
 3. Converting ASF to number of classrooms and class (teaching) labs
 4. Medium- and long-term Information
- H. The final work product must include source and publication files for the complete Educational Master Plan.

The District is open to suggestions by the consultant for additional and/or modified areas of analysis based on their review of the project.

4. PROPOSED SCHEDULE:

It is anticipated that the educational and facilities master planning processes will overlap, but that the educational effort will be more front-loaded and the facilities planning effort more back-loaded. Following is the anticipated schedule (the actual schedule will be developed with the selected consultants with the constraint of a January 2018 Board of Trustees workshop):

| | |
|---|--------------------------------|
| Orientation (1) and Initial Planning Meetings (2) | September 2016 – November 2016 |
| Research and other functions not requiring faculty participation | October 2016 – December 2016 |
| Draft EMP Plans Developed (3) | December 2016 – February 2017 |
| Public Forums and Comment (4) | March 2017 – May 2017 |
| Final EMP Developed (5) | June 2017 – September 2017 |
| Internal District Presentations and Dialogue (6) | October 2017 – December 2017 |
| Board Workshop and First Reading (7) | January 2018 |
| Plan Adoption by the Board of Trustees (8) | February 2018 |

- (1) Orientation meetings with planning staff, Office of Instruction, and District leadership.
- (2) Planning sessions with departments, programs, units, District leadership and others as required.
- (3) Draft plans developed and available for District review and comment.
- (4) Draft plans revised and made available for public review and comment.
- (5) Final plans developed and made available for District review and approval.
- (6) Internal District presentations to President's Cabinet.
- (7) Board of Trustees workshop and first reading.
- (8) Board action and adoption.

5. SUBMITTAL FORMAT AND SELECTION CRITERIA:

Qualifications. Prospective consultant should assemble a planning team that has the following qualifications:

- a. Outstanding credentials in working with community college district educational program planning, long-range planning, and master planning.
- b. Public involvement, including community outreach and communications expertise.

Highest consideration will be given to consultants with demonstrated understanding and experience in educational master planning and long-range educational planning, the relationship of educational master planning to facilities master planning, analytical methodologies, familiarity with California Community Colleges, and responsiveness to the needs of the District.

Proposal Format. Consultant's proposal should be concise and contain the following sections in order as shown. RFP responses submitted in formats other than that prescribed below may, at the sole discretion of the District, be rejected. All sections identified below must be included for the RFP response to be considered complete and must be divided into tabbed sections.

Submissions shall be delivered in a sealed box or envelope addressed to the contact person and address indicated in Section 7 with the legible name and address of the consultant in the upper left corner. Submission to be 8 1/2" x 11" white bond paper. The proposal text must be a minimum font size 12. Original is to be single-sided and bound with a single paper clip. Copies are to be printed back-to-back and bound with a single staple in the upper left corner.

Content and Order of RFP Response. The RFP response must contain the following sections in the order presented below (divided into tabbed sections).

| Section | Section Title | Page Limit | Points |
|---------|---|------------|--------|
| A | Letter of Interest and Approach | 7 | 5 |
| B | Consultant's Personnel and Staffing Resources | 6 | 20 |
| C | Related Experience and Methodology | 5 | 20 |
| D | Fee Schedule | 2 | 40 |
| E | Litigation History | 1 | 5 |
| F | References | 4 | 10 |
| | Total | 25 | 100 |

Section A: Letter of Interest and Approach – The RFP response should be introduced with a Letter of Interest that presents a statement of your interest, your approach, and your philosophy for implementing these services, and a brief description of the consultant/firm including qualifications for providing the requested services. Describe what is unique about the consultant/firm as it relates to this specific project. Include all of the following:

- a. Firm/Consultant name with address, telephone/fax numbers, and email address
- b. Contact name and title
- c. Years in business
- d. Number of current employees
- e. Type of business organization

It will be the responsibility of the facilities master planning consultant to prepare the final, Comprehensive Master Plan (CMP) document, which will incorporate both the Educational Master Plan (EMP) and Facilities Master Plan (FMP) components. The educational master planning consultant will work closely with the facilities master planning consultant to ensure accurate, timely, and sufficient information necessary to complete the overall educational master planning process. Accordingly, please respond to the following questions.

- a. Describe specific techniques to be employed. Outline the anticipated work plan and schedule. Describe how your team will work with the District leadership, faculty, and staff to manage and conduct the planning process and keep the project on schedule in order to present the final product at a January 2018 Board of Trustees workshop. The proposal should specifically address how the team would balance the reality of deadlines with Mt. SAC's commitment to participatory (shared) governance and deliberative processes. Each candidate should be prepared to illustrate examples of data they collect and how they use this data appropriately to direct the future growth of a District.

In addition:

- b. List the qualitative and quantitative data elements that you will use in developing the Educational Master Plan; specifically, what will you need in order to create a data-driven, visionary, Educational Master Plan?

- c. How will you work with the facilities master planner to ensure you have the information you will need in order for you to be successful? Also, how will you ensure that the information provided by you to the facilities master planner will be accurate, timely, and sufficient?
- d. List any additional components of the Comprehensive Master Plan that you will not be providing and that you will expect from the facilities master planner, if different than specified under the "Final Product" section of this RFP.
- e. What strategies will you use to assure appropriate participation from district, college, and community constituencies?

Section B: Consultant's Personnel and Staffing Resources – Submit resumes for each team member including sub-consultants proposed to provide service to Mt. SAC including specific qualifications and recent related experience providing similar services. **List the proposed staff's current and anticipated availability during the contract period.** Include the following data and any other relevant information for the District to evaluate:

- a. Provide total number of professional staff currently employed by the firm.
- b. Resumes should include the Project Executive or person(s) providing oversight of the project team, if applicable.
- c. Identify person/s who will be principally responsible for working with the District. Indicate the role and responsibility of each person/s, and how many years of experience with a focus on community college district qualifications relative to district/campus educational master or long-range educational planning and the proposed role. If the Proposer is chosen as a finalist, the proposed individual/s must attend the interview and in-person presentation.
- d. Indicate whether or not individual is currently a direct employee of the firm. If a direct employee, indicate how many years with the firm.
- e. Provide brief biographies, education, training, professional certifications, and work experience history of individual/s that will be working directly with the District, highlighting the skills identified with their tasks.
- f. Link each named person with the specific tasks, responsibilities, and deliverables.
- g. If more than one person is named as a candidate for a specific role, include above information for all listed persons.

Section C: Related Experience and Methodology – Describe how the firm/consultant will provide services and fulfill the requirements and expectations of the District. Identify any special services typically provided by the firm and how those services are billed. Indicate the firm's proximity to the District and availability to accomplish the work. List projects in chronological order in which team members were involved. Indicate whether project was completed by firm or by a team member when employed by another firm. Submit complete examples of similar Educational Master Plans.

Section D: Fee Schedule – Submit a proposed fee schedule including fully burdened hourly rates for each title/individual proposed for the work. Clearly identify the scope of basic services and specify any work that would be considered additional services. 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 not-to-exceed fee accordingly.

- a. Include your fee for services bound separately in a sealed envelope within the proposal submittal using the format described in **Attachment A – Fee Proposal**. It shall be signed by the Principal in Charge and the Principal Planner designated for this project.
- b. The Fee Proposal will remain confidential and will be reviewed separately after qualifications are established.

- c. The Fee Proposal shall be submitted in a separate sealed envelope and include all costs to complete the scope of work including working with the FMP consultant to develop and finalize the comprehensive master plan. Firms selected for a final interview must submit a detailed breakdown of the fee by deliverable at the time of the final interview.
- d. Provide a list of hourly rates for anticipated positions within the Consultant’s organization structure sealed with the fee proposal. Additional services shall be billed to the District at the Consultant’s contracted hourly rates. Such rates shall include all labor, materials, overhead and profit (OH&P), and other direct and indirect costs including incidental travel.
- e. Provide a signed statement by the Principal in Charge that the proposal is valid for 180 days from the time of submission.
- f. If selected (short-listed) for an interview, Proposer shall agree to provide a complete fee breakdown at the time of interview.
- g. Provide a signed statement that the named people will actually perform the work when the Program begins.

Section E: Litigation History – List all related litigation in the last five (5) years filed by either an owner, owner’s consultant, or contractor, against the firm.

Section F: References – List all four-year higher education and community college districts that you or your firm has contracted with in the last five (5) years. Include the name of the institution or district, contact person, email address and phone number of individuals who can evaluate work that has been completed by the consultant(s)/firm/team member(s) in the past five (5) years. The District is proud of its tradition of collegiality and collaboration, and assessing how consultant(s) will function within that culture will be a critical evaluation component.

6. SELECTION PROCESS:

All proposals will be examined for merit and ranked by a screening committee according to quality and responsiveness. The top proposals will be placed on a short list of finalists and may be called for interviews.

Team members giving the presentation shall consist of those who will actually direct, execute, and complete the planning process. Upon completion of the interviews, fee proposals will be evaluated. The firm or firms selected as first choice will be notified and asked to negotiate final terms of the contract with the Vice President of Administrative Services or his representative. Contracts will be forwarded to the Board of Trustees for approval and authorization to proceed.

Schedule for Consultant(s)/Firm(s) Selection:

| | |
|------------------------------|--------------------------------------|
| Announcement of RFP | May 25, 2016 |
| Pre-proposal conference | June 1, 2016, 1:00 pm – 2:30 pm |
| Requests for Information due | June 10, 2016 by COB |
| Issue Addendum | June 16, 2016 |
| Proposals Due | June 23, 2016, no later than 2:00 pm |
| Proposal Review | June 27, 2016 – July 6, 2016 |
| Shortlist Decision | July 11, 2016 |
| Final Interviews | July 21, 2016 |
| Board of Trustees Meeting | August 17, 2016 |

Mt. SAC has the sole authority to select the final consultant(s)/firm(s), and reserves the right to reject any and all submittals, or any portion thereof. The District further reserves, at its sole discretion, the right to negotiate any and all cost factors and/or aspects regarding the scope of work.

7. SUBMISSION OF PROPOSALS:

Interested consultants should submit ten (10) copies of their bound proposal, plus one clearly marked original document with original signatures, and one (1) PDF version on a CD, or flash drive of the RFP response to Mt. SAC by the due date and time stated herein. Proposals should be clearly labeled "**RFP 3026: PROPOSAL FOR MT. SAC EDUCATIONAL MASTER PLAN**" and delivered in the following manner:

By U.S. Mail or other delivery service such as UPS, FedEx, etc., or personal delivery to:

Teresa Patterson, Director, Purchasing
Mt. San Antonio College
Bldg. 4, Room 1385
1100 N. Grand Avenue
Walnut, CA 91789

ALL RESPONSES MUST BE RECEIVED BY NO LATER THAN:

Friday, June 23, 2016, 2:00 PM.

No oral, telegraphic, electronic, facsimile, or telephone statements will be considered. Any Proposals received after **2:00 PM, June 23, 2016**, will not be considered and will be returned unopened. All submittals become the property of the Mt. San Antonio Community College District.

Questions regarding this RFP may be directed to Teresa Patterson via email at tpatterson@mtsac.edu

INFORMATION FOR PROPOSERS

1. **SECURING DOCUMENTS:** RFP documents and forms will be available without charge, and may be secured by prospective Proposers at the office of:

Teresa Patterson, Director, Purchasing
Mt. San Antonio College
tpatterson@mtsac.edu

2. **PROPOSALS:** Proposals to receive consideration shall be made in accordance with the following instructions:
 - (a) Proposals shall be made upon the forms obtained at the office referenced above and properly executed. Proposals are to be verified before submission as they cannot be corrected after proposals are opened.
 - (b) Before submitting a proposal, Proposers shall carefully read the specifications and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations, and shall include in the proposal a sum to cover the cost of all items included in the contract. No allowance will be made because of lack of such examination or knowledge.
 - (c) The decision as to acceptability of services or items rests solely with the District staff. Proposer shall submit complete information on the services stated in proposal form. Failure to do so may nullify the proposal. Any concerns regarding the specifications must be called to the attention of the District prior to the opening date set forth herein.
 - (d) Proposals shall be delivered to the District, at the office indicated, on or before the day and hour set for the opening of proposals. Proposals shall be enclosed in a sealed envelope bearing the description of the proposal and the name of the Proposer. It is the responsibility of the Proposer to ensure that their proposal is received in proper time and at the proper place. Any proposals received after the scheduled closing time for receipt of proposals shall be returned to the Proposer unopened.
 - (e) The District reserves the right, at any time, to abandon or terminate its efforts to contract for said services without obligation to any firm responding to this announcement. Statements and other materials submitted will not be returned. The District further reserves the right to waive any irregularities or informalities with regard to the proposal or the proposal process, and to negotiate with the successful Proposer, as contractor, on any point which may best serve the District with respect to cost or value of the service to the District.
4. **ADDENDA OR BULLETINS:** Any addenda or bulletins issued by Mt. SAC during the time of bidding or forming a part of the documents issued to the Proposer for the preparation of their proposal shall be covered in the proposal and shall be made a part of the contract.
5. **WITHDRAWAL OF PROPOSALS:** Any Proposer may withdraw its proposal, either personally or by a written request, at any time prior to the scheduled time for opening of proposals, but not after.
6. **AWARD OR REJECTION OF PROPOSALS:** The Contract will be awarded to the Proposer based on selection criteria outlined in this Request for Proposals. However, the Mt. San Antonio College Board of Trustees reserves the right to reject any/or all proposals, to accept or reject any one or more items of a proposal, and to waive any informality or irregularity in the proposals or in

the bidding. The District further reserves the right to negotiate with the successful Proposer, as contractor, in order to ensure the best value and highest service level for the District.

7. **WITHDRAWAL OF PROPOSALS AFTER OPENING:** No Proposer may withdraw their proposal for a period of 180 days after the date set for the opening thereof.
8. **AGREEMENT:** Any agreement resulting from this Request for Proposals shall consist of the following documents: The Request for Proposals, the Information for Proposers, the Accepted Proposal, the Specifications, the Agreement, including all modifications thereof duly incorporated therein, and the Purchase Order, if applicable. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, and transportation necessary for the proper delivery of all services called for in the agreement.
9. **INTERPRETATION OF DOCUMENTS:** If any person contemplating submitting a proposal for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, they are instructed to contact Teresa Patterson, Director, Purchasing, at tpatterson@mtsac.edu, to request an interpretation or correction thereof. Any interpretation or correction of the proposed documents will be made by Addendum duly issued by the District, and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The District will not be responsible for any other explanation or interpretation of the proposed documents.
10. **PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL:** No person, firm, or corporation shall be allowed to make or file or be interested in more than one proposal for the same work, unless alternate proposals are called for. A person, firm, or corporation submitting a sub-proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Proposers.
11. **ASSIGNMENT OF CONTRACT:** No assignment by the Proposer of any contract to be entered into hereunder or any part thereof, or of funds to be received thereunder by the Contractor, will be recognized by the District unless such assignment has had the prior approval of the District and the surety has been given due notice of such assignment in writing and has consented thereto in writing.
12. **PERMITS AND LICENSES:** The Proposer and all of the Proposer's employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services listed herein. All operations and materials shall be in accordance with all applicable Federal, State, County, and City requirements.
13. **NON-COLLUSIVE BIDDING DECLARATION:** The form of such declaration is included as part of the contract documents. Each Proposer shall sign the declaration and submit it with his/her sealed proposal.
14. **WORKER'S COMPENSATION:** In accordance with the provisions of Section 3700 of the Labor Code, the Proposer shall secure the payment on compensation to his employees. The Proposer shall sign and file with the District the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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". The form of such certificate is included as a part of the contract documents. Each Proposer shall sign the certificate and submit it with his/her sealed proposal.

15. **HOLD HARMLESS AND WAIVER OF LIABILITY:** The Proposer agrees to defend, hold harmless and indemnify the Mt. San Antonio Community College District, its Board of Trustees, officers, agents and employees, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above that may arise for any reason from or during or be alleged to be caused by the contractor's performance of professional services set forth herein. The Proposer, at his own expense and risk, shall defend any legal proceedings that may be brought against the District, or its Governing Board, its officers or employees, on any such claim or demand pertaining to this project, and satisfy and judgment that may be rendered against any of them. The Proposer further agrees to provide a Certificate of Insurance for liability coverage and limits acceptable to the District.
16. **INSURANCE, PERMITS AND LICENSES:** The Proposer shall obtain, in such form and with such carriers acceptable to the District, and keep in force at its sole expense during the term of this contract and any extensions, insurance adequate to protect the Proposer from claims under Workers' Compensation Acts, and from claims for damages for personal injury (including death), loss of property and damage to property which may arise as a consequence of this contract. All policies, with the exception of Workers' Compensation, shall name the District, its officers, directors, agents, and employees as additionally insured, with respect to the Proposer's acts or omissions under this agreement, and shall contain a covenant requiring thirty (30) days' prior written notice to the District before cancellation, reduction, or any other modification of coverage. These policies shall be primary and non-contributory with any insurance of the District and shall contain a severability of interest clause in respect to cross liability, protecting each named insured as though a separate policy had been issued to each. Certification of the above policies shall be furnished to the District upon execution of this agreement. The failure to furnish such evidence may be considered default by the Proposer. The Proposer and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of goods or services covered under this contract. All operations and materials shall be in accordance with the law. The Proposer shall maintain current insurance documents, for all of the above coverage, on file at the District during the term of any contract with the District, including, but not limited to:
- Certificate of Insurance confirming \$1,000,000 combined single limit general liability coverage, automobile liability coverage, professional liability coverage, and contractual liability coverage, all four naming the Mt. San Antonio Community College District as an additional insured and copies of the endorsements to the policies naming the Mt. San Antonio Community College District as an additional insured.
 - Proof of workers' compensation coverage
17. **QUALITY OF WORK:** The Proposer shall be responsible for the performance of all work as specified in this proposal. The Proposer shall guarantee that work meets or exceeds the specifications as set forth herein and in the Request for Proposals documents.
18. **PROPOSER'S EMPLOYEES:** The Proposer shall not employ on this project any unfit person or anyone not skilled in the work assigned to him/her and shall devote only its best-qualified personnel to work under the contract. Should the District deem anyone employed on this project to be incompetent or unfit for his/her duties and so inform the Proposer, the Proposer shall immediately remove such person from work under this order and he/she shall not again, without prior written permission of the District, be assigned to work under this contract.
19. **EXTRA WORK AND SERVICES:** In the event that circumstances disclosed by this study indicate that more detailed verification is required in addition to that which would be sufficient under ordinary circumstances, the Proposer shall at once notify the District in writing of the fact, together

with a written estimate of the additional work and services required and the estimated cost thereof. In the event the District authorizes and approves the performance of such extra work and services, it shall so notify the Proposer in writing. NO claims of the Proposer for extra work or services shall be allowed before such extra work and services are entered upon or undertaken.

20. **SCHEDULE:** The District shall schedule and coordinate the Proposer's work and the work of others, and the Proposer agrees to comply strictly with such scheduling and coordination. The final version of the project schedule shall be finalized upon mutual agreement between the District and the Proposer.
21. **COMMENCEMENT OF WORK:** Upon award of this contract, the District shall provide written notification to the Contractor by means of an Authorization to Proceed Letter, accompanied by District purchase order document. No work shall commence until such written authorization has been duly executed.
22. **COMPLETION AND DELIVERY OF REPORT:** The Proposer shall complete the required studies and surveys and present the completed report to the Vice President of Instruction or designee by no later than the mutually agreeable date as established by the parties after notification of award of the contract.
23. **PAYMENT:** Payment terms shall be "Net 30" from the date of acceptance of work or services, or the date of receipt of the invoice, whichever is later. All invoices shall be sent to District's address and marked Attention: Accounts Payable, 1100 N. Grand Avenue, Walnut, CA 91789.
24. **TERMINATION:** The District hereby reserves the right to terminate this contract, with or without cause, at any time. In the event of such termination, the Proposer shall be paid the reasonable value of all services rendered up to the date of such termination as may be determined by the District, and the Proposer shall expressly waive any and all claims for damages or compensation arising under this contract, except as set forth herein, in the event of such termination. Notwithstanding any of the foregoing provisions, if, for any reason, the Board of Trustees fails to appropriate or allocate funds for further payment under this contract, the District will not be obligated to pay remaining unpaid balances beyond those funds for items already received.
25. **DEFAULT BY CONTRACTOR:** The District shall hold the Proposer responsible for any damage which may be sustained because of the failure or neglect of the proposer to comply with any term or condition listed herein, it being specifically provided and agreed that time shall be of the essence of the Proposer's delivery requirement. If the proposer fails or neglects to furnish or deliver any of the materials, supplies, or services listed herein at the prices named and at the time and place herein stated, or otherwise fails or neglects to comply with the terms of the contract, the District may, upon written notice to the proposer, cancel the contract in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is canceled in whole or in part, purchase the materials, supplies, or services elsewhere without notice to the Proposer.
26. **INDEPENDENT CONTRACTOR:** While engaged in carrying out and complying with the terms and conditions of this contract, the Proposer is deemed to be an independent contractor, and is not an officer, employee, or agent of the District.
27. **COVENANT AGAINST GRATUITIES:** The Consultant warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Consultant or any agent or representative of the Consultant, to any officer or employee of the District with a view toward securing the resultant contract or securing favorable treatment with respect to any determinations concerning the award of an Agreement in response to this RFP. For breach or violation of this provision, the District shall have the right to terminate any negotiation or the resultant contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the

open market any items which Consultant agreed to supply shall be borne and paid by the Consultant. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

28. **DISTRICT POLICIES REGARDING RFP SUBMISSIONS:**

- (a) *No Stipend.* The District will not reimburse candidates for costs they may incur in preparing their RFP responses.
- (b) *Right to Request Additional Information.* The District reserves the right, at the District's sole discretion, to request additional information from any candidate in order to make a more fully informed decision regarding the RFP responses.
- (c) *Right to Reject.* The District specifically reserves the right, at its sole discretion, to reject any or all RFP responses.

28. **DISPOSITION OF PROPOSALS:** Proposals become the property of the District and may be returned only at the District's option and at the Proposer's expense. Information, excluding Proposer's financial information, contained therein shall become public documents subject to the Public Records Act.

29. **NON-DISCRIMINATION:** The District does not discriminate on the basis of race, color, national origin, ancestry, sex, age, religion, marital status, disability, or sexual orientation in any of its policies, procedures or practices.

30. **PREVAILING WAGES:** Proposers are aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public work" and "maintenance" projects. The Proposer must agree to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws to the extent applicable. All project cost estimates shall include such consideration.

**Statement of Compliance
Consultant for the Development of a District
Educational Master Plan
(RFP #3026)**

Sealed Proposals: All proposal sheets and this original acknowledgement form must be executed and submitted under sealed cover. The face of the cover must contain, in addition to the address, the date and time of the proposal opening and the proposal number. All proposals are subject to the conditions stated within the RFP. Proposal must contain a manual signature of authorized representative in the space provided below. **Proposals must be typed or printed in ink.** Use of erasable ink is not permitted. All corrections made to the attached proposal must be initialed. The company name must appear on each page of the proposal. Each page of the proposal must be sequentially numbered. Proposals that do not follow the outline in the section titled Submission Format, or proposals submitted with incomplete information, may be considered non-responsive and lead to disqualification. One original and ten (10) copies of the proposal must be provided including one (1) PDF version on a CD or flash drive.

The undersigned, an officer of the company authorized to bind the company to an agreement, certifies that the aforementioned company agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions, and provisions of the RFP and any addenda, in the event of an award.

I certify by my signature below that I have been given Mt. San Antonio Community College District's RFP #3026, including specifications and materials that summarize the terms and conditions of the Debt Collection Services Proposal.

Firm Name: _____

Firm's Address: _____

Phone: _____ Fax: _____

E-Mail: _____

Printed Name/Title

Signature

Acknowledgement Statement must be completed and submitted along with the RFP, otherwise bidder's submission will be considered non-responsive.

Attachment A

Project Fees

**Consultant for the Development of a District
Educational Master Plan
RFP #3026**

A. Fixed Fee (Not to Exceed): Provide a list of hourly rates for anticipated positions within the Consultant's organization structure sealed with the fee proposal. Additional services shall be billed to the District at the Consultant's contracted hourly rates. Such rates shall include all labor, materials, overhead and profit (OH&P), and other direct and indirect costs including incidental travel. Firms selected for a final interview must submit a detailed breakdown of the fee by deliverable at the time of the final interview.

B. Reimbursable Expenses: Please indicate a not to exceed budget for reimbursable expenses. Provide a complete breakdown of all reimbursable expenses. The District does not reimburse for travel unless the Consultant is specifically directed to conduct an off-site visit.

TOTAL ESTIMATED PROJECT FEE *(Include all billable hours and costs referenced above in Sections A & B)*:

\$ _____

REFERENCES

Proposer must be able to present evidence of satisfactory experience in providing academic planning services as specified herein. The District is particularly interested in evaluating references of 2-year California public community colleges similar in size and budget to Mt. SAC. List additional references for higher education institutions who may be contacted for an assessment of past client satisfaction.

Name of Entity: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No.: _____

Email: _____

Number of Years Using Your Firm's Services: _____

Name of Entity: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No.: _____

Email: _____

Number of Years Using Your Firm's Services: _____

Name of Entity: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No.: _____

Email: _____

Number of Years Using Your Firm's Services: _____

Name of Entity: _____
Contact Person: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: _____ Fax No.: _____
Email: _____
Number of Years Using Your Firm's Services: _____

Name of Entity: _____
Contact Person: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: _____ Fax No.: _____
Email: _____
Number of Years Using Your Firm's Services: _____

Name of Entity: _____
Contact Person: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: _____ Fax No.: _____
Email: _____
Number of Years Using Your Firm's Services: _____

Other applicable experience as may be appropriate (attach additional pages as needed):

NON-COLLUSION DECLARATION

**STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

**RFP NO.: 3026
PROJECT: Consultant Services for the Development of an Educational Master Plan**

The undersigned declares:

I am the _____ of _____,
Title Company

the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.

The bid is genuine and not collusive or a sham.

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 other bidder or anyone else to put in sham bid, or to refrain from bidding.

The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.

All statements contained in the bid and related documents are true.

The bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____,
Date

at _____,
City State

Signature

(Address)

Name Printed or Typed

(City, County and State)

(_____) _____
Area Code and Telephone Number

CONTRACTOR'S CERTIFICATION
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 the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Proper Name of Proposer: _____

By: _____
(Signature of Authorized Agent/Officer)

Date: _____

(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.