

**WEST HILLS COMMUNITY COLLEGE DISTRICT**  
**275 Phelps Avenue, Coalinga CA 93210**

**REQUEST FOR PROPOSALS**  
**RFP #22-23-010**



**PROJECT MANAGEMENT AND**  
**CONSTRUCTION MANAGEMENT SERVICES**

**Please submit proposals for the following services:**

Notice is hereby given that West Hills Community College District will receive proposals for Project Management and Construction Management Services at the West Hills Community College District's Purchasing Office in Coalinga, California no later than **2:00 pm on Wednesday, January 4, 2023.**

Submit to: West Hills Community College District  
Purchasing Department  
275 Phelps Avenue  
Coalinga, CA 93210

## **INTRODUCTION**

West Hills Community College District (District) is currently soliciting Request for Proposals (RFP) from firms (Proposer) providing project management and construction management services for the West Hills Lemoore Instructional Center Building.

West Hills Community College District is a multi-college district with locations in Coalinga and Lemoore as well as a newly built center in Firebaugh.

West Hills College Lemoore was opened in 2002 becoming the 109<sup>th</sup> community college in California. The most recent additions to the college are the state of the art Golden Eagle Arena (2011) and Student Union (2016). The district is expanding the Lemoore campus once again with a new Instructional Center Building to serve their 6,000 students helping them to earn degrees, preparing for transfer to four-year institutions, and readying them for careers through technical education.

This State and locally funded project will consist of the construction of new classrooms and labs at West Hills College Lemoore for career training in computer sciences, health sciences, nursing and paramedics.

## **PROJECT**

### **I. WEST HILLS COLLEGE LEMOORE INSTRUCTIONAL CENTER BUILDING**

This project will construct a new building to include classrooms and lab spaces. This building is comprised 42,739 outside gross square feet and 26,658 assignable square feet. The project will match the existing construction and space standards set by the district.

The design, working drawings and constructability reports are in progress. The district contracted with Teter for architectural services for this project.

The project will construct a two-story building to provide additional instructional space, including approximately 20,729 ASF of lab, 2,593 ASF of office space, 79 ASF of lecture space and 2,77 ASF of other space. Project also includes related site development, utilities, landscaping and energy efficient projects. The construction phase of this project is tentative scheduled for Spring 2023.

Project plans can be obtained by written request to Adriana Ochoa at [adrianaochoa@whccd.edu](mailto:adrianaochoa@whccd.edu).

## **SCOPE OF WORK**

### **I. PROJECT MANAGEMENT SERVICES – AS DIRECTED**

- A. Assist the District in the prioritization and timing of construction projects, including scheduling;
- B. Verify and update cost estimates;
- C. Assist the District in development of communications that include project participants, District administration, site personnel, students and faculty, including information to update the facility website;
- D. Advise the District in the selection of the Inspector of Record, Civil Engineer, Geo-Tech Engineers, and other consultants, and coordinate the work of sub-consultants.
- E. Advise on an ongoing basis, the status of submittal and approval of projects by various local and State agencies, including but not limited to DSA, CGS, CCCC;O;
- F. Provide design phase management in conjunction with all architectural firms awarded work by the District; assist with bidding, manage the construction contracts and “close-out” the projects.
- G. Assist the District in the selection of lawful and appropriate construction delivery methods;
- H. Provide progress copies of reports, and other necessary information to the District and other consultants. If the selected firm becomes aware of any defect in the Work, prompt written notice thereof shall be given to the District by the firm.
- I. Manage swing spaces, including moving services, set-up, deep cleaning, and FFE coordination and implementation, in consultation with District staff;
- J. Provide and present as requested, information on the status of the project to the Board of Trustees, District Administration, Colleges, and Community. This includes a detailed Monthly Report in a format acceptable to the District, Colleges and Board of Trustees.
- K. Participate in the processing and monitoring of project related transactions within the District’s Business Office and Fiscal staff that may include requisitions, contracts, purchase orders, tracking of financial exposure, change orders, professional service amendments, forecasted costs, cash flow projections and budget reconciliation; review and prepare for processing pay applications, invoices, and other account payable related activities; support the quarterly and fiscal year-end closing activities and reporting.
- L. Comply with State and Federal record retention standards that require electronic records be maintained in an indexed database with the ability to query by District defined coding standards (i.e. project code, record type, and other) and in a format that will be transferred at the time of each project close-out to the District for archiving.

## **II. PROJECT SPECIFIC SERVICES**

### **A. Pre-Construction and Bidding Phase:**

1. Assist the District staff and other consultants (architects, engineers, etc.) in the development of the initial budget and budget updates for each phase of the project;
2. Work with District staff in conducting pre-bid conferences;
3. Conduct pre-construction conferences;
4. Assist with prequalification and the evaluation of responses;
5. Participate in the bidding process and reporting to District staff on bid results;
6. Assist in dealing with any bid protests & District responses;
7. Assist District staff in coordinating contracts with selected low bidders, including evaluation of bonds, insurance, conformance with DIR requirements, and DVBE compliance; and
8. At the completion of projects, compile all project files, including all files and data and submit to the District for archiving. Submittal of this data to the District will be tied to the PM/CM firm's progress payment.

### **B. Construction Phase:**

1. Monitor the work of contractors on a daily basis;
  2. Enforce performance, scheduling, and notice requirements;
  3. Monitor schedule and cost information for each contractor for each project;
  4. Document the progress and cost of the project with the District's Vice Chancellor of Business Services
  5. Report and advise proactively on potential schedule and budget variances and impact on schedules and budgets;
  6. Recommend potential solutions to schedule and cost issues;
  7. Ensure that any changes in the field are recorded on the as-built drawings, and as-built drawings are up to date.
  8. Work cooperatively with architects, contractors and the Inspector of Record (IOR)/Division of State Architect (DSA) (IOR/DSA) Project Inspector;
  9. Attend weekly job site meetings and prepare and circulate weekly job site minutes as required;
  10. Evaluate and process payment applications with accuracy and appropriate Documentation through the District's defined approval and retention process;
  11. Evaluate, process and track change order requests;
  12. Evaluate, process and track all change order requests for Professional Services (amendments and agreements);
  13. Draft Background and Analysis for Board items to be reviewed by District Staff;
  14. Evaluate and track Requests for Information (RFI's) and responses and maintain an orderly RFI log;
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15. Maintain a Submittal Log and ensure that submittals are sent to consultant in a timely manner;
16. Work with District staff, architect and consultants to develop lists of incomplete or unsatisfactory work (punch lists);
17. Submit necessary reports to Local and State authorities, including DSA verified reports, and ensure that all documents from all parties are submitted to DSA in a timely manner to complete project closeout.

**C. Post Construction Phase:**

1. Work with District staff to ensure completion of all punch list work;
2. Coordinate contractor closeout requirements including obtaining all warranty documents, keys, as-built drawings, daily logs operations and maintenance and manuals and verified reports;
3. Monitor warranty work if requested;
4. Coordinate systems training with District staff and contractors; and
5. Assist in moving District staff into new/renovated facilities upon project closeout; and
6. At completion of each project and at DSA certification, compile all project files, including all files and data and submit to the District for archiving. Submittal of this data to the District will be tied to the PM/CM firm's progress payment.

**III. QUALITY CONTROL AND COST/SCHEDULE CONTROL**

- A. Describe in detail how the PM/CM firm ensures quality control during the pre-design/design, construction, post-construction, closeout and financial completion portions of the work. Provide recent examples of quality control and cost/schedule containment measures used for recent projects. Describe the methods used to prevent and/or resolve conflicts. (Electronically archived and transmit all project files. Please explain the archival procedure and process).

Services may include all of the following: project management, construction management and may also include augmenting District staff for either project management, construction management or both. It is the intent of the District to approve a single firm that will be used to complete the West Hills College Lemoore Instructional Center Project.

Project plans can be obtained by written request to Adriana Ochoa at [adrianaochoa@whccd.edu](mailto:adrianaochoa@whccd.edu).

## **RFP TIMELINE OF CRITICAL DATES**

Request for Proposals Advertisement	Fridays, December 2 2022 & December 9, 2022
Deadline for Questions Regarding RFP	Wednesday, December 14, 2022 by 12:00 pm
District Response to Submitted Questions	Friday, December 16, 2022 by 5:00 p.m.
Proposals DUE	Wednesday, January 4, 2023 by 2:00 p.m.
Committee Review	January 5-6, 2023
Tentative Interviews (if necessary)	January 9-10, 2023
Board Approval	Friday, January 20, 2023

*\*Dates may change with or without notice*

## **SUBMITTAL REQUIREMENTS**

All related RFP documents, addenda and notices will be available and posted to the District website at <https://www.westhillscollge.com/district/departments/business-services/purchasing/> .

**Questions** regarding this RFP must be submitted to the District on or before **12:00 p.m. on Wednesday, December 14, 2022**. Only questions received by this date/time will receive a response.

Questions must be submitted in writing directly to Adriana Ochoa at [adrianaochoa@whccd.edu](mailto:adrianaochoa@whccd.edu) .

Responses to ALL questions submitted by the deadline will be available on the District website at <https://www.westhillscollge.com/district/departments/business-services/purchasing/> by 5:00 p.m. on Friday, December 16, 2022.

**Proposals must be received on or before 2:00 p.m. PST on Wednesday, January 4, 2023.**  
Proposals received after this date and time may not be accepted by the District.

All costs for proposal preparation are the responsibility of the Proposer. This RFP does not commit the District to pay any costs incurred in the submission of a proposal or in making any necessary studies or designs for the preparation thereof, nor the purchase or contract for the services, including any related travel expenses for demonstrations or presentations.

Please submit one (1) hard copy and one (1) electronic pdf file (flash drive) of the Proposal in a sealed envelope identified as “RFP #22-23-010 – Project Management and Construction Management Services” with the Proposer’s name and address to:

West Hills Community College District  
Purchasing Department  
275 Phelps Avenue  
Coalinga, CA 93210

After acceptance of the successful proposal by the District, the successful Proposer(s) shall be obligated to enter into an agreement consistent with the proposal submitted and the CONTRACT FOR PROJECT MANAGEMENT & CONSTRUCTION MANAGEMENT (Attachment A).

Should the successful Proposer fail to execute the agreement, the District shall have the right to seek legal remedies against the Proposer, including forfeiture of the Proposal Bond, if any, and an action for damages and shall have the right to award to the next responsive Proposer.

All proposals must include the following information and be organized as described

below.

### **I. COVER LETTER/LETTER OF INTEREST (0-15 points)**

The individual who is authorized to bind the Proposer's business contractually, must sign the cover letter. The letter must indicate the signer is so authorized and must indicate the title or position that the signer holds in the Proposer's firm. **An unsigned cover letter may cause the Proposal to be rejected.** The cover letter must contain a statement that the Proposer acknowledges that all documents submitted pursuant to this RFP process will become a matter of public record and all materials submitted in response to this RFP will not be returned to the Proposer. The letter must also contain the following:

1. The Proposer's name, address, email, and telephone number.
2. The name, title or position, and telephone number of the individual signing the cover letter.
3. A statement indicating the signer is authorized to bind the Proposer contractually.
4. The name, title or position, and telephone number of the primary contact, if different from the individual signing the cover letter.
5. A statement to the effect that the Proposal is a firm and irrevocable offer, good for six (6) months.
6. A statement expressing the Proposer's willingness to perform the services as described in this RFP.
7. A statement indicating that all forms, certificates, and compliance requirements included in this RFP are completed and duly submitted in the Proposal.
8. A statement expressing the Proposer's availability of staff, office locations, hours and other required resources for performing all services and providing all deliverables within the specified time frames as described in the RFP.

### **II. EXECUTIVE SUMMARY (0-20 points)**

- A. This section should provide the District information regarding size, location, nature of work performed, years in business, and approach that will be used to meet the District's needs.
1. Type of business (individual, partnership, corporation, etc.) and number of years in business.
  2. California business, professional, or specialty license(s) number, and federal tax ID number.
  3. Location(s) of the Proposer's office(s), and if more than one, the Proposer's primary business location.
  4. Size of business – number of employees.
  5. Financial strength of PM/CM firm. Provide relevant financial measures, which demonstrate that the PM/CM firm has sufficient resources to undertake the work



of the scope of this RFP.

6. Geographic area(s) in which the PM/CM firm historically provided services.
- B. Include a summary containing highlights of the proposal approach, describing how the project team would be organized, and how the PM/CM firm will ensure responsiveness to District staff and project requirements.
- C. Provide resumes of key personnel. The selected firm(s) shall employ at its expense professionals properly licensed and skilled in the execution of the functions required for the project management and/or construction management services programs. Identify the key personnel that would be assigned to the District for each phase of the work and their respective roles. In addition, identify the experience each member of your professional team and support staff to be assigned to the District has in working on school district (K-14) capital construction programs including experience in working with local and State agencies.

## **II. TECHNICAL CAPABILITIES (0-40 points)**

- A. Include a direct and thorough response to the requirements detailed in SCOPE OF WORK. Where appropriate and available, provide supporting documentation such as screenshots, sample reports, and user documents to demonstrate how a specification is addressed.
- B. Describe your proposed organization in detail and what differentiates it from its competitors.

## **III. PROJECT MANAGEMENT (0-15 points)**

Describe the Proposer's team structure and the approach that will be used to manage communications among the Proposer's team and with the District. Please note similar project management experience of Proposer's team members and subcontractors, if applicable.

## **IV. COST PROPOSAL (0-10 points)**

The Proposer shall include fixed firm pricing for this project. No reimbursable expenses will be considered. All costs shall be fully loaded.

## **V. CERTIFICATE OF NON-DISCRIMINATION (Exhibit A)**

The Proposer shall submit a Certification of Non-Discrimination assuring that it will not discriminate in its hiring or employment practices on the grounds of race, color, sex, age, ancestry, religion, marital status, national origin, sexual orientation, gender, gender identity, gender expression, medical condition or physical or mental disability, or any other basis protected by law, in performing the work and services.

**VI. NON-COLLUSION AFFIDAVIT (Exhibit B)**

Proposers shall submit the Non-Collusion Declaration with its Proposal. Proposals submitted without the Non-Collusion Declaration shall be deemed non-responsive and will not be considered.

**VII. REFERENCES FORM (Exhibit C)**

Provide the name and contact information for at least three individuals or organizations that can provide feedback on past project performance.

**VIII. ADDITIONAL MATERIALS**

- A. Proposers may include other materials that they feel may improve the quality of their Proposal submissions and/or are pertinent to this RFP.
- B. Proposers are encouraged to include letters of reference and/or testimonials in their Proposal.

**SUBMITTAL CHECKLIST**

This checklist is provided to assist in the preparation of Proposer’s submission. It is only intended as a guide.

- COVER LETTER/LETTER OF INTEREST**
- EXCUTIVE SUMMARY**
- TECHNICAL CAPABILITIES**
- PROJECT MANAGEMENT**
- COST PROPOSAL**
- EXHIBIT A – Certification of Non-Discrimination**
- EXHIBIT B – Non-Collusion Affidavit**
- EXHIBIT C - References**
- ADDITIONAL MATERIALS (OPTIONAL)**

## **SELECTION PROCESS**

West Hills Community College District will review all proposals received by the specified deadline for completeness, content, experience, and qualifications. For those Proposers deemed most qualified, further evaluation and interviews may be conducted as part of the final selection process.

West Hills Community College District reserves the right to select the Proposer whose proposal and experience, in the District's sole judgment, best meet the needs of the District.

West Hills Community College District reserves the right to reject any or all proposals, waive any proposal informalities, irregularities, or minor omissions or cancel this RFP and reissue a new proposal if it is deemed in the best interest of the District.

## **SELECTION CRITERIA**

Recommendations for selection will be based on the following weighted criteria of (100) possible points.

Criteria	Points
I. Cover Letter/Letter of Interest	15
II. Executive Summary	20
III. Technical Capabilities	40
IV. Project Management	15
V. Cost Proposal	10

## **GENERAL PROVISIONS**

### 1. RESERVATION OF RIGHTS

West Hills Community College District reserves the right to reject any or all proposals, waive any proposal informalities, irregularities, or minor omissions or cancel this RFP and reissue a new proposal if it is deemed in the best interest of the District.

### 2. CONFIDENTIALITY

All information provided through this RFP and ensuing process will be held in confidence and will not be revealed nor discussed with any competitor until final execution of the contract(s). At that time, all documents related to this process become public records, subject to production pursuant to the California Public Information Act, except for those portions of the documents clearly marked by the Proposer as being propriety information or trade secrets and which concerns are reasonable. Pricing information shall not be considered proprietary under any circumstances, notwithstanding such an assertion by the Proposer in its submittals. Furthermore, all materials submitted shall become the property of the District.

### 3. EQUAL EMPLOYMENT OPPORTUNITY

The District is an Equal Employment Opportunity Employer and as such requires the following: The Proposers, in submitting proposals and/or filling a purchase order, agree not to discriminate against any employee or applicant for employment with respect to hiring and tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, gender, age, sexual orientation, national origin, disability, or identity as a disabled veteran or veteran of the Vietnam era to the extent required by law. The Proposers must further agree that every subcontract or order given for the supplying of this order will contain a provision requiring non-discrimination in employment, as herein specified.

### 4. ENCLOSED MATERIALS

From the date of issuance of this RFP until the District takes final agency action, the Proposer shall not discuss the proposals or any part thereof with any employee, agent, or representative of the District except as expressly requested by the District in writing. Violation of this restriction will result in rejection of the Proposer's proposal.

**EXHIBIT A- CERTIFICATION OF NON-DISCRIMINATION**

**TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL**

Proposer hereby certifies in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical or mental disability, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Proposer shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

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

**PROPOSER** \_\_\_\_\_

(Type or print complete legal name of Proposer)

**BY** \_\_\_\_\_

(Authorized Signature)

**NAME** \_\_\_\_\_

(Type or Print)

**TITLE** \_\_\_\_\_

**EXHIBIT B - NON-COLLUSION AFFIDAVIT**

**TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL**

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of the party making the foregoing Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or that anyone shall refrain from submitting a proposal; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

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

**PROPOSER** \_\_\_\_\_  
(Type or print complete legal name of Proposer)

**BY** \_\_\_\_\_  
(Authorized Signature)

**NAME** \_\_\_\_\_  
(Type or Print)

**TITLE** \_\_\_\_\_

### EXHIBIT C - REFERENCES

**Proposer shall provide a minimum of three (3) References with three (3) or more years' experience with the Proposer.**

**REFERENCE #1**

NAME	
ADDRESS	
CITY, STATE ZIP CODE	
TELEPHONE #	
CONTACT	
DATES OF SERVICE	
APPROX. FTES	

**REFERENCE #2**

NAME	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
CONTACT	
DATES OF SERVICE	
APPROX. FTES	

**REFERENCE #3**

NAME	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
CONTACT	
DATES OF SERVICE	
APPROX. FTES	

**(ATTACH ADDITIONAL SHEETS IF REQUIRED OR DESIRED)**

**ATTACHMENT A**

**CONTRACT FOR PROJECT MANAGEMENT & CONSTRUCTION MANAGEMENT SERVICES**

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022

BETWEEN the Owner:                         West Hills Community College District (District)  
   275 Phelps Avenue  
   Coalinga, CA 93210

and the Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

the Project:                                   **PROJECT MANAGEMENT & CONSTRUCTION  
MANAGEMENT**, as specified

The District and the Contractor agree as set forth below.

1. DEFINITIONS: "District" means the **West Hills Community College District**; "Contractor" means the successful bidder to whom the award will be made. The services listed in the RFP, Agreement, and in Attachment(s) are referred to as "Services."
  
2. SCOPE OF SERVICE: Contractor shall perform the agreed-upon services as defined by the RFP and in accordance with the terms and conditions in this Agreement. 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.
  
3. TERM: To be determined with the successful firm, for a maximum term not to exceed five (5) years. The District reserves the right to cancel or change the term of the Agreement with a 30-day written notification. Termination justifications may include but not be limited to the following: non-performance, specific to the service; funding; cost or contract term expiration issues.
  
4. FEES AND REIMBURSEMENTS: Contractor will receive compensation in an amount not to exceed the rate/fee schedule noted in Contractor’s Proposal to the RFP (Attachment 1). District will pay Contractor all amounts owed within thirty (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.
  
5. 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.
  
6. 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.



7. 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.
8. 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.
9. INDEPENDENT CONTRACTOR: In the performance of this Agreement, Contractor shall act as an independent contractor. 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 work. Contractor understands and agrees that he/she/it and all of his/her/its employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts or omissions of his/her/its employees or agents as they relate to the Services to be provided under this Agreement. Contractor is not authorized to make any representation, contract or commitment on behalf of the District.
10. TERMINATION: District may terminate this Agreement for its convenience at any time by written notification to Contractor thirty (30) days prior to the effective date of termination. District will pay Contractor all earned and undisputed amounts for Services provided through the date of termination.
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 work, including any work product, performed under this Agreement. Contractor assigns to District any and all rights Contractor could have, may have, or does have, in the work or the work product performed under this Agreement, and District shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, or patent of said matters in the name of the District. Independent Contractor consents to the use of Contractor's name in conjunction with the sale, use, performance, and distribution of said matters, 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 from all acts or omissions to act of Contractor or its officers, agents, employees, 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: Contractor and its officers, employees, agents, and subcontractors shall, at their expense, maintain and comply with Insurance Requirements listed below to protect Contractor 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. Contractor will maintain in force, during the full term of the Contract, insurance from a carrier licensed to do business in California in the following amounts and coverage.

1. Workers' Compensation, with Employers' Liability limits-not less than \$1,000,000 (one million dollars) each accident.
2. Comprehensive General Liability Insurance with limits not less than \$2,000,000 (two million dollars) each occurrence Combined Single Limit Bodily Injury and Property Damage, and Completed Operations Coverages.
3. Theft and dishonesty bond insurance to protect the District against losses due to thievery, fraud or other dishonest behavior by employees of the Contractor.

B. Comprehensive General Liability Insurance policy shall be endorsed to provide the following:

1. Name as ADDITIONAL INSURED the West Hills Community College District, its Board of Trustees, officers, agents and employees.
2. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Contract, and that insurance applies separately to each insured against who claim is made or suit is brought. Failure to furnish such evidence shall be considered default of the Contractor.

C. All policies shall be endorsed to provide:

Thirty (30) days advance written notice to the District of cancellation, non-renewal, or reduction in coverage, mailed or delivered to the following address:

West Hills Community College District  
Vice Chancellor, Business Services  
275 Phelps Avenue  
Coalinga, CA 93210

D. Certificates of Insurance, satisfactory to the District, evidencing all coverage above shall be furnished to the District before commencing any operations under this Contract, and annually thereafter, with complete copies of policies available to the District upon request.

E. Approval of the insurance by the District shall not relieve or decrease the liability of the Contractor hereunder.

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:

Shanna Ahrens  
Vice Chancellor, Business Services  
West Hills Community College District  
275 Phelps Avenue  
Coalinga, CA 93210

For Contractor:

*As Referenced in Proposal*

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. Any legal proceedings brought to interpret or enforce the terms of this Agreement, shall be brought in El Dorado County, California.
26. 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.
27. 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. 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 to be held in El Dorado County, California, and to be governed by the Federal Arbitration Act ("FAA"). 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.
28. SUCCESSORS; NO ASSIGNMENTS: 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.

29. 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.

30. ENTIRE AGREEMENTS: This Agreement, Attachment 1 and RFP documents, 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.

31. 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:  
West Hills Community College District  
275 Phelps Avenue  
Coalinga, CA 93210

CONTRACTOR:  
*Business Name*  
*Street Address*  
*City, State, Zip*  
*Phone*

\_\_\_\_\_  
Shanna Ahrens  
Vice Chancellor, Business Services

\_\_\_\_\_  
*Name*  
*Position*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date