

**WEST KERN COMMUNITY COLLEGE DISTRICT
TAFT COLLEGE**

**REQUEST FOR PROPOSALS (RFP)
EDUCATIONAL MASTER PLAN**

RFP WKCCD RE-BID NO. 2324-111

Proposal Submittal Deadline
Friday, October 13, 2023
3:00 PM

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NOTICE IS HEREBY GIVEN that the WEST KERN COMMUNITY COLLEGE DISTRICT, Taft, CA, Kern County, acting by and through its Board of Trustees, hereinafter referred to as the District, will receive sealed Proposals for the award of a Contract, pending funding, for the following:

RFP # WKCCD RFP Re-Bid 2324-111 EDUCATIONAL MASTER PLAN

Sealed Proposals must be delivered to the location below on or before, **NO LATER THAN October 13, 2023 AT 3:00 PM (PST)**:

West Kern Community College District
ATTN: Todd Hampton
Office of Administrative Services
29 Cougar Court
Taft, CA 93268

NOTE: Proposals submitted by fax or email are NOT acceptable. Vendors are solely responsible for ensuring their Proposals are received by District at the time, date and location shown above. District is not responsible for any delays in mail delivery.

District will provide information to Potential Vendors regarding the requirements of the RFP via email and by posting on District's website at [Taft College | Financial Reports and Other Required Disclosures](#). Thus, all interested vendors must submit a request to District for the RFP Documents and provide a valid email address to receive further information. Each Proposal must conform to the RFP Documents, including but not limited to, Scope of Work, all Terms and Conditions, and RFP Forms. Any Proposal that is submitted late and/or does not conform to the requirements set forth in this RFP Document may be rejected as non-responsive.

Proposals may be withdrawn, upon written request, at any time prior to the scheduled Proposal Submission Date. However, no Vendor may withdraw their Proposal for a period of one hundred eighty (180) calendar days after the designated time for the Proposal submission.

The District reserves the right to reject any and all Proposals or to waive irregularities in any Proposal.

By Order of the Board of Trustees of the
WEST KERN COMMUNITY COLLEGE DISTRICT

West Kern Community College District

REQUEST FOR PROPOSALS RE-BID NO. 2324-111
EDUCATIONAL MASTER PLAN

West Kern Community College District (“District”) serves the diverse educational needs of students of all ages. The District is comprised of one campus.

West Kern Community College District (“District”) requests that qualified, skilled and experienced firms submit proposals in response to this RFP for Consultant Services for the development and preparation of its Educational Master Plan.

1. RFP AND PURPOSE OF RFP

1.1 Introduction. The District is seeking proposals from qualified consultants to assist the District in the development and preparation of a ten (10) year Educational Master Plan (EMP). The EMP will provide the foundation for all other District’s planning documents and is the District’s overarching guiding plan. This plan ensures that Taft College will continue to serve its students and community with foresight and dedication during the next decade. Qualified consultants are invited to submit proposals, based on the information provided in this RFP.

In preparation of Offerors preparing its proposals, the District’s current EMPs and others may be found here: <https://www.taftcollege.edu/iarp/institutional-planning-documents/>

1.2 EMP Objectives. There are multiple objectives the District seeks to achieve through the Educational Master Plan. Primary objectives are summarized below. Additional requirements for the project are set forth in the RFP.

1.2.1 Assessment: Review of Taft College’s Key Plans to identify plan connections and EMP integration implications.

1.2.2 Stakeholder Engagement: All constituency groups within the District and other constituents as identified by the District.

1.2.3 Trends and Projections: Provide population and employment trends and projections; educational trends and projections; enrollment trends and projections; and other trends and projections that are relevant.

1.2.4 Institutional Recommendations: Compilation of evidence and recommendations derived from the activities in 1.2.1 – 1.2.3.

1.3 Proposer Qualifications. Each firm responding to this RFP must demonstrate: (i) background, qualifications, competence, and capability and capacity of Proposer to complete services necessary for the Project described in the Scope of Work (Consultant Services). (ii) experience, expertise, skills, and other qualifications of the proposed personnel to complete Consultant Services.

1.4 Obtaining RFP. District will provide information to the Proposers regarding the requirements of the RFP via email and by posting on the District’s website at [Taft College | Financial Reports and Other Required Disclosures](#). All prospective Proposers must submit a request to District for the RFP, which will be provided to prospective Proposers by email.

2. DISTRICT BACKGROUND

The West Kern Community College District (“District”) is a single-college (“Taft College”) district located in Taft, California. The District is a higher education institution in the California community college system that serves the diverse educational needs of students of all ages. For more than 100 years, Taft College has been providing higher education opportunities to western Kern County residents. Over time, the area became more diversified with other industries such as agriculture, mining, and chemical production. The broadening of the base economy led to the diversification of the residents and the students, resulting in Taft College’s designation as a Hispanic Serving Institution

Taft College is committed to creating a community of learners by enriching the lives of all students we serve through career technical education, transfer programs, foundational programs, baccalaureate programs, and student support services. Taft College provides high-quality, accessible, and affordable educational opportunities/services and an equitable learning environment defined by applied knowledge leading to students’ achievement of their educational goals. The District expects to increase educational attainment for individuals, prepare and sustain an educated

workforce for area residents, develop technology for program and service delivery, be accountable for the efficient and effective use of resources, be the primary resource for and coordinator of higher education in the greater community of Taft, and serve as a primary economic driver for Western Kern County.

During the 2021/22 academic year, Taft College offered 41 Associate Degree programs (27 AA/AS Degrees and 14 Associate Degrees for Transfer), 16 Certificates of Achievement, and 16 Local Certificates. 2445 full time equivalent students (FTES) were enrolled in day and evening classes, and courses are offered in fall and spring semesters along with a summer session using distance education and in-person delivery formats.

Additional detailed information regarding the District is available at <https://www.taftcollege.edu> and [Institutional Research, Assessment & Planning](#).

3. EDUCATIONAL MASTER PLAN AND CONSULTING SERVICES

3.1. Educational Master Plan. The following is a general description of the Educational Master Plan requirements and Consultant Services relating to the EMP:

- 3.1.1. The Educational Master Plan shall include a comprehensive review of existing and potential programs based on current and future demographics in addition to labor market trends. The Consultant firm shall take into consideration potential academic program development (Career Technical Education and transfer degrees should receive equal exploration), maximum growth, long-range program development including expansion of existing programs including certificates, degrees, and transfer efforts, addition of new programs, one-time and ongoing costs, and direction for the District as a whole. The intent of the EMP is to provide recommendations on instructional and support programs that will meet the changing needs of the community, and the Educational Master Plan will provide the framework for the future direction of the District for the next decade.
- 3.1.2. The contracted Consultant firm will work with the District Leadership, participatory governance groups, faculty, staff, students, and other internal and external stakeholder groups to develop the Educational Master Plan. The firm will host no fewer than four significant stakeholder fora, facilitate work group meetings, and ensure an iterative, public review of written graphic and digital documentation.
- 3.1.3. During the process, the selected consultant firm will be responsible for producing all meeting minutes and associated handouts in an electronic format consistent with the District's standards, including Accessibility compliance, for review and distribution by the District.
- 3.1.4. The firm selected shall be required to produce deliverables in draft form on at least three occasions during the work process; and a final, comprehensive, evidence-based Educational Master Plan in print and digital format. Both written and graphic representations of data, trends, and projections are required in the final EMP.
- 3.1.5. The EMP consultant will prepare the final comprehensive 2024-2034 EMP document, which will incorporate the Facilities Master Plan (FMP). The EMP consultant will work closely with the District representative to ensure accurate, timely and sufficient information necessary to complete the overall EMP process. The EMP consultant will prepare a draft and a final planning document.

4. RFP REQUIREMENTS AND RFP PROCESS

4.1. Anticipated RFP Schedule. The District anticipates a series of principal activities to complete the RFP process for selection of the Consultant as noted below. Notwithstanding the following description of principal activities and the anticipated dates for completing the principal activities, the District expressly reserves the right to modify the RFP activities and/or the date for completion of any RFP activity.

RFP Activity	Date
District Issuance of RFP	Thursday, August 17, 2023
Site Visit (Optional)	Friday, September 8, 2023 1:00 PM
Deadline for Submittal of Proposer Questions	Friday, September 29, 2023 3:00 PM
Last Day for District to Respond to Questions	Friday, October 6, 2023 3:00 PM
Deadline for Receipt of Proposals	Friday, October 13, 2023 3:00 PM

District review of Proposals (begins)	Monday, October 16, 2023
District Short-List notification	Thursday, October 19, 2023
Interview (required)	Wednesday, October 25, 2023
Board of Trustees meeting to consider award of Consultant Agreement	Wednesday, November 8, 2023

4.2. Proposer Questions.

- 4.2.1. Submittal of RFP Questions. A Proposer must email questions regarding the RFP on or before the latest date/time for submitting Proposer Questions to Trudi Blanco at tblanco@taftcollege.edu. The District will not respond to Proposer Questions submitted after the latest date/time for submitting Proposer Questions. The District will respond to timely submitted RFP Questions by issuance of an addendum which sets forth each timely submitted question and the District's response thereto.
- 4.2.2. No Oral Clarifications. The District will not provide any oral clarifications or modifications to the RFP or the requirements hereof; no employee, officer, agent or representative of the District is authorized to provide oral clarifications or modifications to the RFP. No Proposer shall rely on any oral clarification or modification to the RFP.

4.3. Proposer Responsibilities.

- 4.3.1. Costs. All costs and expenses to prepare and submit a Proposal responding to this RFP and all other activities related to this RFP shall be borne solely and exclusively by the Proposer.
- 4.3.2. Preparation of Proposal. Proposals shall be prepared in such a way as to provide a straightforward, concise delineation of capabilities of the Proposer and the Proposer's personnel to satisfy the requirements of this RFP, and to successfully perform and complete the Consultant Services. Expensive bindings, promotional materials, etc. are not necessary or desired. Nevertheless, technical materials which support the Proposer's approach and work plan for completing Consultant Services should be incorporated into the Proposer's Proposal.
- 4.3.3. Timely Submittal of Proposals. The latest date/time for submission of Proposals is set forth in Paragraph 4.1. A Proposal which is not actually received by the District's Vice President, Administrative Services at or prior to the latest date/time for submission of Proposals will be rejected by the District for non-responsiveness. Proposers are solely responsible for the timely submission of Proposals. Proposals must be delivered directly to the District's Vice President, Administrative Services.
- 4.3.4. Compliance with RFP Requirements. Proposers and Proposals responding to this RFP must comply with requirements established in this RFP. Failure of a Proposal to comply with requirements of this RFP will render the Proposal non-responsive and rejected.
- 4.3.5. Alternative or Multiple Proposals Prohibited. Only one (1) Proposal is to be submitted by each Proposer. Multiple Proposals or alternative Proposals submitted by a Proposer will result in rejection of all Proposals submitted by the Proposer.
- 4.3.6. Prohibitions on Lobbying and Contacts. During the period beginning on the date of the issuance of this RFP and ending on the date of the award of the Consultant Agreement, no Proposer nor any officer, employee, representative, agent, or consultant representing such a Proposer shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process, or the award of the Consultant Agreement with any employee of the District, member of the District's Board of Trustees, except as authorized by this RFP. Any other contact shall be grounds for the disqualification of the Proposer and rejection of the Proposer's Proposal.
- 4.3.7. Addenda and Acknowledgement of Addenda. Each Proposer is solely responsible for incorporating requirements, amendments and all other matters addressed in all Addenda issued by the District to this RFP in the RFP Response. Proposers must acknowledge receipt and incorporation of all Addenda issued by the District; failure to acknowledge all Addenda will result in rejection of a RFP Response for non-responsiveness.

- 4.4. Proposer Withdrawal of Submitted Proposals. Proposals submitted to the District may be withdrawn by the Proposer only if the Proposer submits a written request to the District's Vice President, Administrative Services and such withdrawal request is actually received by the District's Vice President, Administrative Services before the latest date and time for submittal of Proposals. A Proposal withdrawn by a Proposer pursuant to the foregoing may be resubmitted before the Proposal submission deadline.
- 4.5. Proposer Insurance.
- 4.5.1. Insurance Policies and Minimum Coverage. The successful Proposer will be required to obtain and maintain the policies of insurance described in the Consultant Agreement. Each Proposal must be submitted with evidence of the Proposer's insurance in Tab 4 of each Proposal.
- 4.5.2. Commercial General Liability Insurance Requirements. Commercial General Liability Insurance obtained by a Proposer shall be at least as broad as Insurance Services Office General Liability Coverage (Occurrence Form CG 0001). Minimum coverage limits shall be two million dollars (\$2,000,000) per occurrence for bodily injury personal injury and property damage and four million dollars (\$4,000,000) in the aggregate.
- 4.5.3. Automobile Liability Insurance. Automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto), with coverage limits of at least two million dollars (\$2,000,000) for bodily injury and property damage each accident.
- 4.5.4. Workers' Compensation and Employer's Liability Insurance. The Proposer shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Proposer shall maintain as an endorsement to the Workers' Compensation insurance policy or as a separate policy, Employer's Liability insurance in the amount of at least one million dollars (\$1,000,000) per accident for bodily injury and disease.
- 4.5.5. Professional Liability Insurance (Errors and Omissions). The Proposer shall maintain professional liability insurance covering the risk of loss resulting from the Proposer's performance of services under the Consultant Agreement with coverage limits of at least one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate.
- 4.5.6. Required Insurer Qualifications. All insurance obtained by a Proposer must be: (i) issued by insurance companies acceptable to the District and licensed by the California Department of Insurance; (ii) be currently A. M. Best rated not less than A:XV; and (iii) issued by an insurer qualified to transact business in California as an insurer and who maintains an agent for service of process within the State of California.
- 4.5.7. Required Insurance Policy Provisions. All insurance policies obtained by a Proposer shall include or incorporate provisions to the effect that: (i) the insurance coverage shall not be cancelled, modified or reduced by the insurer without at least thirty (30) days prior written notice to the District; (ii) the District is an additional insured (except for the Workers Compensation and Professional Liability policies; and (iii) waivers of subrogation.
- 4.6. District Reservation of Rights. The District reserves rights to each and all of the following:
- 4.6.1. Modifications to RFP. The District may revise the RFP or any portion hereof. Revisions to the RFP will be by addenda issued by the District. The District will not distribute addenda to Proposers; Proposers are solely responsible for access the District's website to review any addenda to this RFP. Addenda will be posted at: <https://www.taftcollege.edu/financial-reports-and-other-required-disclosures>. The District expressly reserves the right to extend the date by which Proposals are due. If the District modifies this RFP or issues any Addenda to this RFP, each Proposal must acknowledge receipt and incorporation into the Proposal the substance of each Addenda issued by the District. A Proposal which does not acknowledge all addenda issued by the District and confirm that the substance of all addenda have been incorporated into the Proposal will result in rejection of the Proposal for non-responsiveness.
- 4.6.2. Additional or Supplemental Information. Upon review of a Proposal, the District may request additional or supplemental information which, in the judgment of the District, is necessary to evaluate a Proposal. If a Proposer is requested by the District to provide additional or supplemental information, failure of a Proposer

to submit such additional supplemental information as requested by the District and within the time established by the District may result in the Proposal being rejected for non-responsiveness.

- 4.6.3. Waiver of Minor Irregularities. The District may waive minor deviations, irregularities or informalities in any Proposal submitted in response to this RFP. The District's waiver pursuant to the foregoing shall in no way modify the RFP or excuse a Proposer from compliance with the other provisions of this RFP.
- 4.6.4. Rejection of Proposal for Non-Responsiveness. The District may reject a Proposal for non-responsiveness if the Proposal: (i) is not responsive to the Proposal requirements set forth in this RFP; (ii) is incomplete or otherwise fails to fully respond to this RFP; (iii) incorporates false or misleading information; or (iv) omits information rendering a response to be false or misleading. In addition, the District may reject a Proposal if the Proposal fails to demonstrate to the reasonable satisfaction of the District that the prior experiences of the Proposer and the proposed Consultant Team has: (i) skills and experience to successfully complete the Consultant Services; (ii) experience with California community college building program(s); and (iii) experience with construction projects subject to DSA jurisdiction.
- 4.6.5. Rejection of All Proposals. The District may reject all Proposals and decline to award the Consultant Agreement pursuant to this RFP. If the District rejects all Proposals, the District may, in its sole discretion, elect to subsequently re-issue a Request for Proposals for the same or similar services to the Consultant services described in the Consultant Agreement.
- 4.6.6. Cancellation of RFP. The District may, at any time, cancel this RFP. In such event, the District will provide written cancellation notice to all Proposers attending the Pre-Proposal Job Walk.
- 4.6.7. Negotiations and Discussions. The District expressly reserves the right to conduct negotiations and discussions with Proposers concerning their responsive RFP Proposals. Such negotiations and discussions, if conducted by the District shall be conducted in a fair and impartial manner. The nature and scope of the District's negotiations/discussions with Proposers may include identical areas of inquiry for all Proposers, or differing areas of inquiry for different Proposers. The District shall have the sole discretion to establish the nature and scope of negotiations/discussions with a Proposer based on the District's review of the Proposer's Proposal and the areas or subject matters reflected in the Proposal that the District believes warrants additional discussion or negotiation with the Proposer.

4.7. Disposition of Proposals.

- 4.7.1. District Property. Proposals become the property of the District upon submittal to the District; Proposals may be returned to the Proposer only at the District's option and at the Proposer's expense.
- 4.7.2. Public Records. Upon submission to the District, Proposals and other documents responding to the RFP are considered public records, except for information contained in such Proposals or other documents submitted with the Proposal deemed to be "Trade Secrets" (as defined in California Civil Code §3426.1), "Confidential" or "Proprietary". A Proposer who indiscriminately marks all or most of its Proposal or other documents submitted with its Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret", "Confidential," "Proprietary," or otherwise, may render the Proposal non-responsive and rejected. Financial statements and other information relating to the financial condition of a Proposer are deemed confidential information not subject to disclosure. The District is not liable nor responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as Proposals and other documents are deemed matters of public record, pursuant to the above, any party shall be afforded access thereto for inspection and/or copying, by request made to the District in conformity with the California Access to Public Records Act, California Government Code §§6250, et. seq. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Proposal or documents submitted with a Proposal deemed exempt from disclosure hereunder, the Proposer submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District and its Board of Trustees, employees, officers and agents in any action or proceeding from and against any liability, including without limitation attorneys' fees arising there from. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

5. RFP Submittal Requirements

- 5.1. Submission of a proposal shall be taken as *prima facie* evidence of the vendor's understanding and acceptance of the conditions. Failure of the Vendor to be aware of the terms and conditions contained herein will not relieve the awarded vendor of the obligation to perform the agreement according to the terms and conditions thereof; further, any lack of awareness of the terms and conditions will not impose any additional expense to the district.
- 5.2. Vendor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services, and transportation to complete in a professional manner all of the work required in connection with the Project.
- 5.3. Submittal Time for Proposals. The latest date/time for submittal of Proposals responding to this RFP is set forth in Paragraph 4.1. Proposals submitted thereafter will be summarily rejected for non-responsiveness.
- 5.4. Proposal Submittal.
- 5.4.1. Sealed Envelope. Proposals must be submitted in sealed envelopes with the outer envelope prominently marked with the following:
- RFP Description
 - RFP Number
 - Proposer Name
 - Proposal due date and time
- 5.4.2. Proposal Submittal Location. Proposals must be submitted to the District at:
Taft College
Office of Administrative Services
29 Cougar Court
Taft, CA 93268
ATTN: Todd Hampton
- 5.4.3. Copies of Proposal. Proposers shall submit the following: One (1) complete electronic version on a USB flash drive, one (1) original printed document, and two (2) hard copy bound copies of the entire RFP Response.
- 5.5. Proposal Contents and Format. Each Proposal shall be submitted with the following contents, in the order and format described below.
- 5.5.1. Cover Letter. A brief statement of interest in the RFP and providing the Consultant services.
- 5.5.2. Table of Contents. A table of contents identifying the various sections of the Proposal.
- 5.5.3. Tab 1; Proposer Background Information and Proposal Questionnaire. A completed and executed copy of the Proposer Background Information incorporated into this RFP as Attachment A and a completed and executed copy of the Proposer Questionnaire incorporated into this RFP as Attachment B.
- 5.5.4. Tab 2; Proposed Consultant Team.
- 5.5.4.1. Tab 2A; Organizational Structure. Identify the proposed Consultant Team by name, title/position and description of Consultant Services to be completed by each Consultant Team member.
- 5.5.4.2 Tab 2B; Consultant Team Resumes. Provide resumes for each proposed Consultant Team member, except for those whose responsibilities are exclusively limited to clerical or administrative tasks. Each resume must include: (i) relevant experience and skills to perform and complete the Consultant Services assigned a Consultant Team member; (ii) length of employment with the Proposer; (iii) relevant licenses or certifications; and (iv) references.
- 5.5.4.2. Tab 2D; Discussion. Describe how the experience, technical and professional skills of the proposed Consultant Team will meet the goals and complete the tasks necessary to complete development, building and deployment of the EMP.
- 5.6. Tab 3; Proposed Work Plan. Provide a work plan which demonstrates the Proposer's: (i) understanding of EMP objectives; (ii) planned activities, activity durations and Consultant Team resources to complete workplan

activities; (Materials may be in the form of text, graphics or combination thereof. Proposers shall not submit a work plan or schedule which is generic in nature.

- 5.7. Tab 4; Certificates of Insurance. Provide copies of Certificates of Insurance evidencing compliance with insurance requirements set forth in Paragraph 4.5 of this RFP.
- 5.8. Tab 5; Fee Proposal. The completed and executed form of Fee Proposal included with this RFP as Attachment C. The District anticipates and expects that the pricing set forth in the Fee Proposal is inclusive of all costs and expenses to perform and complete the Consultant services, including all general administrative overhead costs, labor burdens and benefits and profit. The District further anticipates and expects that the pricing proposed in the Fee Proposal excludes any other compensation to the Proposer for completing the Consultant services. The foregoing notwithstanding, if the pricing proposed by a Proposer in the Fee Proposal is subject to qualifications or conditions, all such qualifications or conditions must be detailed in an attachment to the Fee Proposal.
- 5.9. Tab 6; Consultant Agreement Comments. Included with this RFP as Attachment D is the Consultant Agreement. Proposers must thoroughly review the Consultant Agreement and must Tab 6 identify any term or condition of the Consultant Agreement which the Proposer requests modification, by amendment to existing provisions, addition of additional provisions or deletion of existing provisions. Where any requested modification consists of amendments to existing provisions or additional provisions, Tab 6 must set forth the text of the requested amendment or addition. Any Proposer who does not identify modifications to terms or conditions of the Consultant Agreement will be deemed to have agreed to all terms and conditions set forth therein.

6. District Review and Evaluation of Proposals; Award of Consultant Agreement

- 6.1. General. Timely submitted Proposals will be independently reviewed by each member of a Selection Committee. The Process will involve an initial review of proposals together with the interviews scored by the Selection Committee.
- 6.2. District Intent and Policy. It is the District's intent to select a firm best evidencing demonstrated competence and professional qualifications to perform and complete the Consultant services at a fair and reasonable price to the District. The Consultant will be selected on the basis of information provided in response to this RFP, interviews, and the results of the District's independent research and investigation. It is the policy of the District that the selection of firms to provide professional services in connection with any projects of the District be based on the demonstrated competence and qualifications to complete the required professional services at a fair and reasonable price to the District.
- 6.3. Initial Evaluation Criteria. The following set forth the criteria by which each Proposal will be initially evaluated. The District and the Selection Committee reserve the right to exercise discretion in the weight and priority of the evaluation criteria.

General company overview • Full capabilities, including references • Competitive advantage(s) over other firms	20 points
Expertise & Qualifications of Assigned Personnel	20 points
Method of Approach/Support	20 points
Complete consideration of all project specifications	20 points
Clarity & Thoroughness	20 points
Total Cost	25 points
TOTAL POSSIBLE POINTS AWARDED	125 points

6.4. Short-List Interviews

- 6.4.1. Selection. Upon completing the initial evaluations, the District anticipates that the three (3) Proposers submitting the highest scored Proposals based on the initial evaluation criteria will be requested to participate in an interview with the District ("Short-List Interview"). The District may, in the sole discretion of the District modify the number of Proposers invited to participate in the Short-List Interview or include

a proposer in the Short-List Interviews who did not submit one of the three (3) highest scored Proposals based on the initial evaluation criteria. The purpose of this interview is to confirm information provided in Proposal submitted by the Bidders. This will also be another opportunity for the District Selection Committee to request additional clarifications.

- 6.4.2. Remote “Virtual” Short-List Interview. The Short-List Interview will be “virtually” conducted as a remote Zoom Meeting. Formal presentations (i.e., PowerPoint presentations) will not be permitted at the Short-List Interview. The primary purpose of the Short-List Interview is for Proposers to respond to questions posed by the District’s interview committee and to provide the Selection Committee with additional details of the relative benefits of the Proposer’s Proposal and approach to completing PM services. Attendance at the Short-List Interview is mandatory for: (i) the Proposer’s Principal Contact; and (ii) all members of the Proposer’s proposed Consultant Teams, except for personnel assigned exclusively to clerical or administrative tasks. Failure of a Proposer to attend the Short-List Interview with all personnel identified hereinabove will result in rejection of the Proposer’s Proposal for non-responsiveness.
- 6.4.3. Short-List Interview Evaluation Criteria. Proposers participating in the Short-List Interview will be evaluated based on the following criteria:

Communications/Interpersonal: Responsiveness of the Proposal clearly states the firm’s practice areas and services in meeting the requirements of the RFP	30 points
Direct Responsiveness to Questions during Interview	30 Points
Firm EMP Development Expertise, Experience, and Skills	25 points
Two-Year, Public Higher Education Institution EMP development Experience	20 points
Proposed Project Management Team Cohesion	20 points
TOTAL POSSIBLE POINTS AWARDED	125 points

- 6.5. Initial Evaluation and Short-List Interview Scoring. Scoring of Proposers participating in the Short-List Interview will be based on a combination of the Initial Evaluation and Short-List Interview scores, weighted as follows: Initial Evaluation: 40% and Short-List Interview Score: 60%.
- 6.6. Award of Consultant Agreement. Upon completing evaluation of Proposers by the Selection Committee, the Selection Committee will make recommendations to the District’s Board of Trustees for award of the Consultant Agreement. The District anticipates that the recommendation for award of the Consultant Agreement will be to the Proposer submitting the highest scored Proposal determined pursuant to Paragraph 6.5 above. The foregoing notwithstanding, the District may recommend award of the Consultant Agreement, and the District’s Board of Trustees may award the Consultant Agreement, to a Proposer who did not submit the highest scored Proposal so long as such action is supported by a reasonable basis of the exercise of such discretion. Notwithstanding any recommendations of the Selection Committee, action to award of the Consultant Agreement is vested solely in the Board of Trustees.

[END OF SECTION]

EDUCATIONAL MASTER PLAN
RFP Re-Bid No. 2324-111
Attachment A
Proposer Background Information

1. Contact Information

1.1. Proposer Firm Name. _____

1.2. Proposer's Form of Entity.

- Corporation
 Partnership
 LLC
 LLP
 Sole Proprietorship

1.3. Proposer's Contacts.

1.3.1. Principal Contact. Provide the following for the principal contact person of the Proposer's organization in connection with the RFP.

Name	
Street Address/City/State	
Phone/Fax	
Email Address	

1.3.2. Proposed Consultant Team Principal Contact. If the Proposer's Principal Contact, as identified in Paragraph 1.3.1 above is not a member of the Proposer's proposed Consultant Team as identified in Paragraph 2 below, provide the following for the principal contact person who is a member of the proposed Consultant Team.

Name	
Street Address/City/State	
Phone/Fax	
Email Address	

1.4. Proposer's Federal Employer Identification Number: _____

1.5. For Proposers That Are Corporations. If the Proposer conducts business as a corporation, complete the following:

1.5.1. Date incorporated: _____

1.5.2. State of incorporation: _____

1.5.3. California Corporation No. (if a California Corp): _____

1.5.4. Other State Corporation No. (if not incorporated in California): _____

1.5.5. Type of Corporation (Check One):

- C Corp
 S Corp
 LLC

1.6. For Proposers That Are Partnerships. If the Proposer conducts business as a partnership, complete the following:

1.6.1. Date of formation: _____

1.6.2. Formed under the laws of the State of: _____

1.6.3. Type of Partnership (Check One):

- General Partnership
 Limited Partnership
 LLP

1.7. For Proposers That Are Sole Proprietorships. If the Proposer conducts business as a sole proprietorship, complete the following:

1.7.1. Date of commencement of business: _____

1.7.2. Name(s) of owner(s): _____

2. Proposed Consultant Team.

2.1. Proposer Consultant Team. Subject to acceptance by the District, the Proposer proposes the following employees of the Proposer for the Consultant Team:

Name	Position/Title	Consultant Services Responsibilities	Years Employed by Proposer

2.2. **References.** Provide a minimum of three (3) references for prior engagements of the Proposer within the past five (5) years in successfully completing type of services listed within the RFP for community college , public higher education institutions (preferably in California). This list may include current and former clients (with reason for cancellation if applicable), with all references being able to fully comment on the Firm’s related experience. For each reference identified below, on a separate attachment provide a description of the Educational Master Plan provided by the Proposer for each reference.

References			
Reference Name	Contact Name	Contact Telephone No.	Contact Email Address

3. Proposer Capacity.

3.1. Proposer Resources. Describe existing “in-house” resources (i.e. technology capabilities, software applications, etc.) of the Proposer and the use or application of such resources for completion of the Consultant Services.

3.2. Staff Resources. Describe the extent of the Proposer’s existing “in-house” personnel possessing skills or experience and the ability of the Proposer to draw upon such resources to complete the Consultant Services.

3.3. Sub-Consultants. If the Proposer proposes to engage sub-consultants to complete any portion of the Consultant Services, provide a detailed description of all assignments, engagements or contracts where the Proposer and the sub-consultant(s) provided coordinated services to complete the assignment, engagement or contract.

3.4. Professional Staff. Describe the number of professionals currently employed by the Proposer to provide services similar to the Consultant Services. If the Proposer conducts business from multiple offices, provide separately the number of professionals employed in the office from which the Consultant Services for the District will be completed and the number of professionals employed by the Proposer on a firm-wide basis.

4. Qualifications Questions.

4.1. Within the past five (5) years, has the Proposer been awarded a contract by any public higher-education community college to provide services similar to those described in this RFP?

Yes No

- 4.2. Does the Proposal include copies of Certificates of Insurance issued by or on behalf of insurers authorized to issue insurance policies under California law: (i) Workers Compensation Insurance; (ii) Professional Liability Insurance; and (iii) Commercial General Liability Insurance, with coverage amounts conforming to those set forth in the RFP?
 Yes No
- 4.3. Has the Proposer or any predecessor to the Proposer, or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any **false claim or material misrepresentation** to any public agency or entity?
 Yes No
- 4.4. At any time during the last five (5) years, has the Proposer or any predecessor to the Proposer, or any of the Proposer's owners, officers or partners ever been **convicted of a crime** involving any federal, state, or local law related to professional services provided?
 Yes No
- 4.5. At any time during the last five (5) years, has the Proposer or any predecessor to the Proposer, or any of the Proposer's owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?
 Yes No
- 4.6. Is the Proposer currently the debtor in a bankruptcy/insolvency case under federal or state law?
 Yes No
- 4.7. Within the last five (5) years, has there ever been a period when the Proposer had employees but was without workers' compensation insurance or state-approved self-insurance?
 Yes No
- 4.8. Has a contract or assignment relating to a similar project described in the RFP to which the Proposer was a party been terminated for the Proposer's default?
 Yes No

5. General Questions. Complete each of the following General Questions. If a response to any General Question requires further details of the response, failure to provide the required further details will result in rejection of the Proposer's Proposal for non-responsiveness.

- 5.1. Within the past five (5) years, has the Proposer been subject to any judgment, settlement, or arbitration award(s) arising out of or related to consulting services provided by the Proposer?
 Yes No
 If yes, on a separate attachment, describe each such report including details of: (i) the parties to each judgment, settlement or arbitration; (ii) the amount paid by your firm for each judgment, settlement or arbitration award; and (iii) if your firm was subject one or more judgments, for each judgment identify the Court in which such judgments were entered, along with a case number relating to such judgment.
- 5.2. Has a claim been asserted against the Proposer's professional liability (errors and omissions) insurance policy in connection with consultant services within the past five (5) years?
 Yes No
 If yes, on a separate attachment, describe each such claim including details of: (i) the party making the claim; (ii) a description of the claim and (iii) the final disposition (or current status if the claim is not fully resolved) of the claim, including without limitation, a description of the manner in which the claim was resolved (i.e., by mutual agreement, mediation, judgment, etc.) and the amounts paid to resolve the claim.

6. Certification

I, the undersigned, certify and declare that I have read all the foregoing answers to this Qualification Statement and know their contents. I am duly authorized and have the legal authority to bind the Proposer on whose behalf I am signing. The responses to this Qualifications Statement are: (i) true of my own knowledge and belief; (ii) complete and accurate; and (iii) do not omit any material facts which would render a response to be false or misleading.

Executed this ____ day of _____, 2023 at _____.
(city and state)

I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

(Proposer Firm Name)

(Signature)

(Print Name)

(Title)

EDUCATIONAL MASTER PLAN
RFP Re-Bid No. 2324-111
Attachment B
Proposal Questionnaire

PROPOSER: _____

- 1. Profile of the Firm:** The profile of firm should include general background information, such as:
 - 1.1. The organization and size of the firm, whether it is local, regional, national, or international in operations.
 - 1.2. Indicate how many years the firm has been in business under this name. Has the firm changed its name in the past three years? If yes, please provide former name(s).
 - 1.3. Describe the philosophy of the firm and areas in which firm excels. A description of the range of activities performed.
 - 2. Experience and Qualifications**
 - 2.1. Introduction: Describe what is unique about the firm/key personnel as it relates to this specific scope of work. Provide names and the educational and professional backgrounds of key personnel, including sub-consultants, if applicable. Include outstanding credentials working in higher education master planning, long-range, planning, and public sector accountability; Community college and/or community college district experience.
 - 2.2. Approach. It will be the responsibility of the selected firm to prepare the final, comprehensive Educational Master Plan documents. The firm will be accountable to and work closely with District senior staff to ensure accurate, timely and sufficient information necessary to complete the overall Educational Master Planning process. In this section, please describe the specific techniques to be employed. Outline the anticipated work plan, schedule, and conduct the planning process, keeping the work on schedule as specified in this RFP. Describe how you will deploy teams to work with the District/College. Be sure to address approaches to engage internal and external stakeholders. The proposal should specifically address how the firm/key personnel would balance the reality of deadlines with an embedded participatory governance and deliberative process expectation. Each firm should be prepared to illustrate examples of relevant data and how they plan to use this data to direct the future growth of the District.
 - 2.3. Work samples: Provide a sample hard copy of completed plan document, include hyperlinks to closely-related work products. Preferably, provide master or long-range educational plans completed in the past five years.
 - 3. Certificates and Affidavits Form**
 - 4. Optional Materials**
 - 4.1. Firm may include other materials that they feel may improve the quality of their Proposal submissions and/or are pertinent to this RFP.
 - 4.2. Proposers are encouraged to include letters of reference and/or testimonials in their Proposal.
-

EDUCATIONAL MASTER PLAN
RFP Re-Bid No. 2324-111
Attachment C
Fee Proposal

PROPOSER: _____

The Proposer submits this Fee Proposal in connection with the Proposal submitted in response to RFP XXXX-XXX. The Proposer understands and agrees that the Fee Proposal is not binding on the District or enforceable against the District unless the Consultant Agreement is awarded to the Proposer and this Fee Proposal, including modifications hereto mutually accepted by the District and the undersigned Proposer, is incorporated into the Consultant Agreement.

In submitting this Fee Proposal, the undersigned Proposer acknowledges that the proposed fee is inclusive of all costs, expenses, charges and other expenditures incurred or paid by the Proposer to complete the Consultant services. The fee proposal includes without limitation, personnel costs (inclusive of all benefits and labor burdens), all general administrative costs, all incidental costs and profit.

1. Fee Basis.

1.1. Educational Master Plan Consultant Services Fee. The Proposer proposes to complete Consultant Services for Educational Master Plan and related obligations under the Consultant Agreement on the basis of:

- Fixed fee, lump sum
- Time incurred
 - With a not to exceed limit
 - Without limit

1.2 Costs and Expenses. The Proposer's fee proposal includes all costs and expenses to complete the Consultant Services, including without limitation, all general administrative costs, insurance costs, personnel costs and personnel labor burdens.

- Yes
- No

If no, describe in detail the costs or expenses excluded from the fee proposal.

2. Fee Proposal.

2.1 Educational Master Plan Fixed Fee, Lump Sum Proposal. If the Proposer indicated in Paragraph 1.1 that the fee proposal for completing EMP is a lump sum fixed priced, the Proposer proposes _____ price.(\$_____) as the lump sum fixed price.

2.2 Educational Master Plan "Not To Exceed" Limit. If the Proposer indicated in Paragraph 1.1 that the fee proposal to provide Consultant Services for completing EMP is based on time incurred subject to a not to exceed limit, the Proposer proposes _____ (\$_____) as the not to exceed limit.

2. **Rate/Fee Schedule(s).** Provide a total fee to complete the scope of work or hourly fee with total anticipated hours required. Estimates should be provided for all-inclusive expenses, time and work effort required, hourly billing rates, and any estimated reimbursable expenses (e.g., travel, printing and copying expenses) that are not covered by fees.

Qualifications or Conditions to Fee Proposal. The foregoing fee proposal is subject to conditions or qualifications.

- Yes
- No

If the fee proposal is subject to conditions or qualifications, all conditions or qualifications must be set forth in an attachment to this Fee Proposal.

3. **Addenda.** The Proposer acknowledges receipt of Addenda to the RFP issued by the District and incorporation of matters noted in Addenda in the Proposal and this Fee Proposal. The Proposer has received and incorporated the following Addenda into the Proposal and this Fee Proposal:

_____.

4. **Authority.** The undersigned has reviewed and confirmed the completeness and accuracy of the foregoing. The undersigned is authorized to execute this Fee Proposal on behalf of the Proposer; the undersigned is authorized to bind and commit the Proposer to the foregoing.

Executed this ____ day of _____, 2023 at _____.
(City and state)

(Proposer Firm Name)

(Signature)

(Print Name)

(Title)

**AGREEMENT FOR EDUCATIONAL MASTER PLAN
CONSULTANT SERVICES
Attachment D**

This Agreement for EDUCATIONAL MASTER PLAN Consultant Services (“Agreement”) is entered into as of [Click here to enter a date.](#) (“Effective Date”) by and between West Kern Community College District (“District”) and _____ (“Consultant”). This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

RECITALS

WHEREAS, the District desires to obtain certain consulting services, (“Consultant Services”) as more particularly described in this Agreement.

WHEREAS, Consultant is duly qualified and capable of providing and performing the Consultant Services.

WHEREAS, if the nature of Consultant Services requires the Consultant to be licensed, permitted or otherwise authorized by a governmental agency to complete the Consultant Services, Consultant shall obtain and keep in full force and effect all such required license(s), permit(s) or other authorization(s).

WHEREAS, the Consultant Services are “special services” as that term is used and defined in Government Code §53060.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the District and Consultant agree as follows:

AGREEMENT

1 CONSULTANT SERVICES

- 1.1 Scope of Consultant Services.** The Consultant Services are described in Attachment 1 to this Agreement. The Consultant will identify specific personnel who will be assigned Consultant Services along with a description of the Consultant Services to be performed or provided by personnel identified by the Consultant. Personnel identified by the Consultant for portions of the Consultant Services shall be subject to the District’s approval. Unless otherwise expressly set forth in this Agreement, the Consultant shall provide all labor, materials, tools and other items necessary to complete the Consultant Services and authorized Additional Consultant Services.
- 1.2 Consultant Services Schedule.** The Consultant shall complete the Consultant Services, and portions thereof, in accordance with the Consultant Services Schedule set forth in Attachment 1. The Consultant is liable to the District for costs, charges, losses and other damages arising out of or related to the failure of the Consultant to complete Consultant Services in accordance with the Consultant Services Schedule.
- 1.3 Consultant Work Product.** All materials generated by the Consultant or received by the Consultant in the course of completing the Consultant Services (“Consultant Work Product”) are property of the District. Consultant Work Product includes tangible and intangible items in any form, including calculations, drawings, written/graphic materials, digital/electronic files and samples. The Consultant shall provide the District access to Consultant Work Product during Consultant’s performance of Consultant Services for the District’s inspection, review and/or reproduction of Consultant Work Product.
- 1.4 Additional Consultant Services.** Services not included in the Consultant Services are Additional Consultant Services. Without invalidating this Agreement, the District may add to, delete from or modify the Consultant Services by written notice to the Consultant. If Additional Consultant Services authorized by the District do not result from the Consultant’s fault or neglect, the Consultant will be compensated for authorized Additional Consultant Services in accordance with this Agreement.
- 1.5 Consultant Standard of Care.** The Consultant Services and authorized Additional Consultant Services; if any, shall be performed and provided by Consultant: (i) using the Consultant’s best skill and attention; (ii) with due care and in accordance with applicable professional standard(s) of care; (iii) in accordance with applicable laws, rules and regulations; and (iv) in accordance with the terms of this Agreement. The Consultant acknowledges that the Consultant Services may be provided and performed in conjunction with other services provided by other parties relating to the same subject matter. Accordingly, Consultant acknowledges and agrees that the Consultant Services will be provided and completed in a manner so as not to delay, hinder or interrupt the orderly and timely progression and completion of services under this Agreement and services of others relating to the

subject matter of this Agreement. The Consultant is liable to the District for losses, costs, changes and other consequences of its failure to provide perform and/or complete the Consultant Services or authorized Additional Consultant Services in a timely manner.

1.6 Consultant as Independent Contractor; Limited Consultant Agency. In providing services under this Agreement, the Consultant is an independent contractor to the District. The terms of this Agreement set forth the limited extent to which the Consultant is authorized to act as an agent or representative of the District. The Consultant shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Consultant to act on behalf of the District.

2 CONTRACT PRICE.

2.1 Contract Price for Consultant Services. The Contract Price due Consultant for completing Consultant Services is a lump sum, fixed price __ OR Not to Exceed Limit __ ,of _____ Dollars (\$_____). Except for authorized Additional Consultant Services allowable Reimbursable Expenses, if any, the Contract Price represents the full amount due from the District to the Consultant for Consultant's completion of the Consultant Services, including the Consultant's fee, personnel expenses (including all benefits and burdens), travel for the Consultant, its employees and others providing any part of the Consultant Services to and from their respective offices/homes and the Site and the District's Administrative Offices, travel within the **Counties of Los Angeles, Kern and Ventura**, profit and administrative and overhead costs (including without limitation insurance) arising out of or associated with this Agreement.

2.2 Additional Consultant Services. If the District authorizes Additional Consultant Services, the District's payment of such Additional Consultant Services shall be based upon a mutually agreed upon lump sum fixed price. If mutual agreement is not reached, authorized Additional Consultant Services will be compensated based upon the time reasonably necessary to complete the authorized Additional Consultant Services multiplied by the applicable personnel hourly rate set forth in Attachment 2 to this Agreement.

2.3 Reimbursable Expenses. The Contract Price set forth above is inclusive of all expenses and costs incurred by the Consultant to complete the Consultant Services, except for expenses or costs for reimbursable items subject to the District's advance written authorization.

2.4 Consultant Billings for Payment of Contract Price.

2.4.1 Initial Billing. Within thirty (30) days after the date of this Agreement, the Consultant may submit a request for payment on the Consultant's Initial Billing in an amount equal to five percent (5%) of the Contract Price.

2.4.2 Milestone Completion Billings. Upon the Consultant's completion of a Milestone and the District acceptance of the Milestone as being completed, the Consultant may submit billings for payment as follows:

Milestone	Percentage of Contract Price
Complete the development of the overall Educational Master Plan process	Fifteen Percent (15%)
Complete stake holder Meetings and Meeting reports	Twenty Percent (20%)
Preliminary EMP Draft 1	Twenty-Five Percent (25%)
Preliminary EMP Draft 2	Thirty Percent (30%)
Final Product	Ten Percent (10%)

2.5 District Payment of Contract Price. Within thirty (30) days of receipt of Consultant's billing invoices, District will make payment to Consultant of undisputed amounts of the Contract Price due for Consultant Services, authorized Additional Consultant Services and authorized Reimbursable Expenses, if any. The District may withhold or deduct from amounts otherwise due Consultant hereunder if Consultant fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Consultant has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

2.6 Consultant's Payments. The Consultant shall promptly pay its employees, Sub-Consultants, if any, and others performing or providing Consultant Services or authorized Additional Consultant Services upon receipt of payments of the Contract Price from the District. If required by applicable law, rule or regulation, the Consultant's payment to personnel providing or performing Consultant Services or authorized Additional Consultant Services

shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing Consultant Services or authorized Additional Services, the obligation for compliance rests solely with the Consultant, without adjustment of the Contract Price.

3 INSURANCE; INDEMNITY

3.1 Consultant Insurance. At all times during performance of Consultant Services and authorized Additional Consultant Services, the Consultant shall maintain policies of insurance with at least the minimum coverage amounts set forth in this Agreement.

3.2 Workers Compensation and Employers Liability Insurance. The Workers' Compensation Insurance shall cover claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts. The Employer's Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Consultant. The Employer's Liability Insurance may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy.

3.3 Commercial General Liability Insurance. The Commercial General Liability and Property Insurance shall cover the types of claims set forth below for which Consultant may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of their employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than their employees; (iii) claims for damages insured by usual personal injury liability coverage; (iv) claims for damages, arising out of injury to or destruction of tangible property, including loss of use resulting therefrom; and (v) contractual liability insurance applicable to obligations under this Agreement. District shall be an additional named insured to Consultant's commercial general liability insurance policy.

3.4 Automobile Liability. The automobile liability insurance shall cover claims for bodily injury, death or property damage arising out the ownership or use of any owned, rented or leased motor vehicle. Coverage under the automobile liability may be a combined single limit set forth below.

3.5 Professional Liability Insurance. If required by this Agreement, the Consultant's professional liability insurance shall cover liabilities arising out of the performance of Consultant Services under this Agreement.

3.6 Minimum Coverage Limits. Coverage limits for the Consultant's policies of insurance shall be as follows:

Policy of Insurance	Minimum Coverage Limits
Commercial General Liability Insurance	Per Occurrence: Two Million Dollars (\$2,000,000)
	Aggregate: Four Million Dollars (\$4,000,000)
Automobile Liability (combined single limit)	Two Million Dollars (\$2,000,000)
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)
Professional Liability	One Million Dollars (\$1,000,000) per claim/Two Million Dollars (\$2,000,000) Aggregate

3.7 Policy Endorsements; Evidence of Insurance. Consultant shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance policies by the State of California and who are A.M. Best rated at least A-/VII. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

3.8 District General Liability Insurance. The District will maintain General Liability Insurance covering the District for claims of bodily injury or death of persons and property damage. The District may at its sole election obtain such liability insurance from a commercially available source, a Joint Powers Authority or by self-insurance.

3.9 Indemnity.

- 3.9.1 Consultant Indemnity of District.** To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the District and its employees, officers, Trustees, agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (i) injury or death of Consultant's employees arising out of this Agreement; (ii) injury or death of persons, damage to property; or (iii) other costs or charges arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other negligent conduct of Consultant, its Sub-Consultants or the employees, agents and representatives of Consultant or any of its Sub-Consultants in performing or providing any of the obligations, services or other work product contemplated under this Agreement. The foregoing shall include without limitation, attorneys' fees and shall survive the termination of this Agreement or Consultant's completion of obligations hereunder until barred by the applicable Statute of Limitations.
- 3.9.2 District Indemnity of Consultant.** The District shall indemnify and hold harmless Consultant from claims arising out of bodily injury (including death) and physical damage which arise out of the negligent or willful acts, omissions or other conduct of the District.

4 TERM; TIME

- 4.1 Term.** The Term of this Agreement commences as of the Effective Date set forth above. The foregoing notwithstanding, if this Agreement is subject to approval or ratification by the District's Board of Trustees, the Effective Date of this Agreement is deemed the date of Board of Trustees action approving or ratifying this Agreement. Unless earlier terminated pursuant to the terms of this Agreement, the Term of this Agreement expires upon the Consultant's completion of Consultant Services.
- 4.2 Time.** All of the Consultant Services shall be completed by the Consultant in a prompt and diligent manner as is consistent with professional skill and care. If a schedule for completion of Consultant Services in connection is set forth in Attachment A to this Agreement, the Consultant's performance and completion of Consultant Services shall be in accordance with such schedule. The Consultant shall be liable to the District for all costs, losses, damages or other liabilities arising out of the failure of the Consultant to complete Consultant Services in accordance with an agreed upon schedule, provided that the Consultant's liabilities hereunder shall not extend to costs, losses, damages or other liabilities caused by factors beyond the reasonable control of the Consultant.

5 TERMINATION; SUSPENSION

- 5.1 Termination for Default.** Either the District or Consultant may terminate this Agreement upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice commences to cure it default(s) and diligently thereafter prosecutes such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Consultant if: (i) Consultant becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Consultant or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Consultant or any of Consultant's property on account of Consultant's insolvency; or (ii) if Consultant disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the Contract Price due the Consultant, if any, shall be based upon Consultant Services, authorized Additional Consultant Services and Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Consultant shall remain responsible and liable to District for all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Consultant's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Consultant hereunder for Consultant Services, Reimbursable Expenses or authorized Additional Consultant Services.
- 5.2 District Right to Suspend.** The District may, in its discretion, suspend all or any part of the Consultant Services hereunder; provided, however, that if the District directs suspension of Consultant Services for sixty (60) consecutive days or more and such suspension is not caused by the Consultant's default or the acts or omissions of Consultant or its Sub-Consultants, upon rescission of such suspension, the Contract Price will be subject to adjustment to reflect actual costs and expenses incurred by Consultant, if any, as a direct result of the suspension and resumption of Consultant Services hereunder.

5.3 District Termination For District Convenience. The District may, at any time, upon seven (7) days advance written notice to Consultant terminate this Agreement, in whole or in part, for the District's convenience and without fault, neglect or default on the part of Consultant. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Consultant or such other time as the District and Consultant may mutually agree upon. In such event, the District shall make payment of the Contract Price to Consultant for Consultant Services, authorized Additional Consultant Services or allowable Reimbursable Expenses provided or incurred through the effective date of termination. Except as set forth above, the Consultant shall not be entitled to other compensation if the District exercises the right to terminate hereunder. The Consultant is not entitled to any portion of the Contract Price for Consultant Services terminated by the District pursuant to the foregoing.

5.4 Consultant Suspension of Consultant Services. If the District fails to make payment of the undisputed portion of the Contract Price when due Consultant hereunder, Consultant may, upon seven (7) days advance written notice to the District, suspend performance of Consultant Services until payment of the undisputed portion of the Contract Price is received by the Consultant. In such event, Consultant shall have no liability for any delays to completion of Consultant Services due to, or arising out of, such suspension. Except as expressly set forth herein, there is no other right of the Consultant to suspend performance of Consultant Services.

5.5 Consultant Obligations Upon Termination. Upon the District's exercise of the right of termination hereunder, the Consultant shall take action as directed by the District relating to completed and in progress Consultant Services. The Consultant shall within five (5) days of the effective date of Termination, assemble and deliver to the District all Consultant Work Product.

6 MISCELLANEOUS

6.1 Governing Law; Interpretation. This Agreement shall be governed and interpreted in pursuant to the laws of the State of California and in accordance with its fair meaning and not strictly for or against the District or Consultant. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

6.2 Time. Time is of the essence to this Agreement. The time for performance of any obligation hereunder by either Party shall be extended if performance of such obligation is delayed or prevented by conduct of the other Party, acts of God, or other unforeseeable events.

6.3 Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Consultant and the District. Neither Consultant nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.

6.4 Consultant Personnel and Expense Records. The Consultant shall maintain detailed billing records of personnel time and allowable Reimbursable Expenses to complete Consultant Services. Such records shall be maintained in accordance with generally accepted accounting principles applied in a consistent manner and shall be available to the District for inspection, review and/or reproduction upon request of the District. Consultant shall maintain billing records for at least three (3) years after completion of Consultant Services.

6.5 Notices. Notices under this Agreement shall be addressed and delivered as follows:

If to District:
West Kern Community College District
29 Cougar Court
Taft, CA 93268
Attn: Vice President, Administrative Services

If to Consultant:

- 6.6 Confidentiality.** All information and data provided by the District to the Consultant in connection with the Consultant Services are deemed confidential materials which shall not be disclosed by Consultant or its employees, Sub-Consultants, if any and their employees to any third party without the prior consent of the District, which may be granted, conditioned or denied in the sole discretion of the District. The Consultant is liable to the District and third parties for losses, costs or other damages arising out of or relating to Consultant's breach of the confidentiality obligations set forth herein.
- 6.7 Personal Services.** The Consultant and District acknowledge and agree that the Consultant Services are in the nature of personal services.
- 6.8 Cumulative Rights; No Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the Consultant.
- 6.9 Disputes.**
- 6.9.1 Consultant Continuation of Services.** Except in the event of the District's failure to make undisputed payment of the Contract Price due Consultant, notwithstanding any disputes between District and Consultant hereunder, Consultant shall continue to provide and perform Consultant Services and authorized Additional Services pending a subsequent resolution of such disputes.
- 6.9.2 Mandatory Mediation.** All claims, disputes and other matters in controversy between the Consultant and the District arising out of or pertaining to this Agreement or the Consultant Services shall be submitted for resolution by non-binding mediation conducted under the auspices of the American Arbitration Association ("AAA") and the AAA Commercial Mediation Rules of in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Consultant commencing binding dispute proceedings.
- 6.9.3 Binding Arbitration.** Claims, disputes, disagreements or other matters in controversy between the District and the Architect which are not resolved by the mandatory mediation proceeding described above shall be resolved by binding arbitration proceedings conducted in accordance with the AAA Commercial Arbitration Rules in effect as of the date that a Demand for Arbitration is filed, except as expressly modified herein. The award rendered by the Arbitrator(s) ("Arbitration Award") shall be final and binding upon the District and the Consultant only if the Arbitration Award is: (i) supported by applicable law; (ii) supported by substantial evidence pursuant to California Code of Civil Procedure §1296; and (iii) includes findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296. The District and Consultant hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the Arbitration Award if, after review of the award, the Court determines either that the Arbitration Award is not supported by substantial evidence, or is based on an error of law, or is not accompanied by Findings of Fact and Conclusions of Law. The locale for any arbitration commenced hereunder shall be the AAA regional office closest to the Site. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference. A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations. The expenses and fees of the Arbitrator(s) shall be divided equally among the parties to the arbitration. Each party to any arbitration commenced hereunder shall be responsible for and shall bear its own attorneys' fees, witness fees and other cost and expense incurred in connection with such arbitration. The foregoing notwithstanding, the Arbitrator(s) may award arbitration costs, including Arbitrators' fees but excluding attorneys' fees, to the prevailing party. The confirmation, enforcement, vacation or correction of an arbitration award rendered hereunder shall be the Superior Court of the State of California for the county in which the Site is situated. The substantive and procedural rules for such post-award proceedings shall be as set forth in California Code of Civil Procedure §1285 et seq.

6.9.4 Consultant Compliance with Government Code §900 et seq. All claims, demands, disputes, disagreements or other matters in controversy asserted by the Consultant against the District in a demand for arbitration filed pursuant to Paragraph 6.9.3 above is deemed a “suit for money or damages” under Government Code §900 et seq. An express condition precedent to the Consultant’s commencement of arbitration proceedings under Paragraph 6.9.3, is the Architect’s compliance with and exhaustion of remedies and procedures under Government Code §900 et seq, including without limitation, §§945.4, 945.6 and 946. Notwithstanding the dispute resolution and arbitration provisions set forth herein, all claims, demands, disputes, disagreements or other matters in controversy asserted by the Consultant against the District seeking money or damages in any sum shall first be presented to the District’s Board of Trustees and acted upon or deemed rejected by the Board of Trustees in accordance with Government Code §900 et seq.

6.10 . Entire Agreement. The foregoing and the documents enumerated below constitute the entire agreement and understanding between the District and Consultant concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and Consultant. Documents forming a part of this Agreement are:

- Attachment 1 – Consultant Services Scope
- Attachment 2 –Personnel Rates

IN WITNESS WHEREOF, the District and Consultant have executed this Agreement as of the Effective Date set forth above.

“DISTRICT”
WEST KERN COMMUNITY COLLEGE DISTRICT

“CONSULTANT”
[CONSULTANT NAME]

By: _____
Title _____

By: _____
Title _____

**ATTACHMENT 1 TO
AGREEMENT FOR CONSULTANT SERVICES
BETWEEN WEST KERN COMMUNITY COLLEGE DISTRICT
AND
[CONSULTANT NAME]**

Consultant Services under the Agreement for Consultant Services consists of the following and shall be completed in accordance with the Consultant Services Schedule:

1. Consultant Services Scope. The Consultant Services scope consists of the following:
 - Taskforce Meetings and Stakeholder Engagement
 - During the process, the contracted consultant firm will be responsible for producing all meeting minutes and associated handouts in an electronic format consistent with the District's standards for review and distribution by the District's staff.
 - Review of Taft College's Key Plans to identify plan connections and EMP integration implications.
2. Consultant Deliverables. Completion of the Consultant Services shall include the Consultant's development and delivery of the following deliverables:
 - A planning document that will outline the District's long range plan in support of the District's Mission and Values.
 - A linkage to the District's other key Plans which will illustrate the requirements for achieving the EMP's projections of enrollment growth, program growth, and program additions.
 - A critical component of the final product will be the development of the identity and direction for the District as a whole.
 - The final comprehensive 2024-2034 EMP document will include, but not be limited to:
 - Executive Summary
 - Background
 - EMP planning process
 - Timelines
 - Step by step process
 - State rules and guidelines
 - District background, including mission, vision and values;
 - Trends and projections: Employment; Enrollment; educational
 - Population and demographics
 - Local high school and CSU-UC
 - Higher Education System
 - Employment rates
 - Economic condition and development potential
 - Other relevant
 - Analysis of Academic and Academic Support Programs
 - Linkages among the District's other plans, especially Strategic Action Plan and Facilities Master Plan, including but not limited to

- Converting Weekly student contact hours (WSCH) to Assignable Square Feet (ASF)
- Midterm and Long-term information
- Institutional Recommendations

3. Consultant Services Schedule. The Consultant shall complete the Consultant Services in accordance with the following Consultant Services Schedule:

Milestone	Completion
Complete the development of the overall Educational Master Plan process	Two (2) weeks after contract award
Complete stake holder Meetings and Meeting reports	Three (3) months after contract award
Preliminary EMP Draft 1	Five (5) months after contract award
Preliminary EMP Draft 2	Six (6) months after contract award
Final product	By June 1, 2024

**ATTACHMENT 2 (PERSONNEL RATE SCHEDULE) TO
 AGREEMENT FOR CONSULTANT SERVICES
 BETWEEN WEST KERN COMMUNITY COLLEGE DISTRICT
 AND
 [CONSULTANT NAME]**

Billing rates for the Consultant's personnel providing Consultant Services are as follows:

Name/Title/Position	Proposed Hourly Rate
	Educational Master Plan: \$ _____
	Maintenance Support: \$ _____
	Educational Master Plan: \$ _____
	Maintenance Support: \$ _____
	Educational Master Plan: \$ _____
	Maintenance Support: \$ _____
	Educational Master Plan: \$ _____
	Maintenance Support: \$ _____