

Shoreline

COMMUNITY COLLEGE



**REQUEST FOR PROPOSALS
FOR A
PRESIDENTIAL SEARCH
FIRM/CONSULTANT**

**STATE OF WASHINGTON
Shoreline Community College,
Shoreline, Washington**

**REQUEST FOR PROPOSALS
RFP NO.05-06.1**

This RFP is accessible via Shoreline Community College's website at [http: www.shoreline.edu/](http://www.shoreline.edu/). If you download this RFP from the website, you are responsible for sending your name, address, e-mail address, and telephone number to the RFP Coordinator in order for your organization to receive any RFP amendments or bidder questions/agency answers.

**PROJECT TITLE: REQUEST FOR PROPOSALS FOR A PRESIDENTIAL SEARCH FIRM/
CONSULTANT**

PROPOSAL DUE DATE:

October 17, 2005, 5:00 p.m. local time in Shoreline, Washington.

EXPECTED TIME PERIOD FOR CONTRACT:

November 2005 to June 2006. Shoreline Community College reserves the right at its discretion, to extend the contract for up to three additional months.

CONSULTANT ELIGIBILITY: This procurement is open to those consultants that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

CONTENTS OF THE REQUEST FOR PROPOSALS: Recognizing the Colleges mission, the proposal should include the approach, method and project requirement/tasks necessary to completely execute all aspects of a comprehensive search process.

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3. Proposal Contents
4. Evaluation and Award
5. Exhibits
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 - B. Personal Service Contract with General Terms and Conditions
 - C. Tentative Presidential Search Timeline
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1. INTRODUCTION

1.1. PURPOSE AND BACKGROUND

Shoreline Community College, hereafter called the "College," is initiating this Request for Proposals (RFP) to solicit proposals from firms interested in participating in a project to advise and assist the College members in conducting a national search for a new President of the College. Recognizing The College's mission, the proposal should include the approach, method and project requirement/tasks necessary to completely execute all aspects of a comprehensive and inclusive search process.

1.2. OBJECTIVE

It is intended that this RFP will allow the College to select the most qualified and dependable firm/consultant to provide these specific services at a competitive price.

1.3. MINIMUM QUALIFICATIONS

The Consultant must be licensed to do business in the State of Washington. The Consultant must have demonstrated experience in conducting national searches at the highest executive levels; skill in working with a wide range of constituencies and stakeholders in developing consensus and facilitation of public forums; recruitment of candidates and overall management of public search processes. Successful experience with executive searches in Higher Education will be preferred.

1.4. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about November 2005 and to end during June 2006. Amendments extending the period of performance, if any, shall be at the sole discretion of the College.

1.5. DEFINITIONS

Definitions for the purposes of this RFP include:

College – Shoreline Community College is an agency of the State of Washington that is issuing this RFP.

Consultant - Individual or company submitting a proposal in order to attain a contract with the College.

Contractor - Individual or company whose proposal has been accepted by the College and is awarded a fully executed, written contract.

Proposal - A formal offer submitted in response to this solicitation.

Request for Proposals (RFP) - Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the need at a given price.

1.6 ADA

The College complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

2. GENERAL INFORMATION FOR CONSULTANTS

2.1. RFP COORDINATOR

The RFP Coordinator is the sole point of contact for the College in this procurement. All communication between the Consultant and the College upon receipt of this RFP shall be with the RFP Coordinator, as follows:

Name	Michael Lanigan, Purchasing Manager
Address	16101 Greenwood Ave. North
City, State Zip Code	Shoreline, Washington 98133
Phone Number	206-546-4511
Fax Number	206-546-5855
E-Mail Address	mlanigan@shoreline.edu

Any other communication will be considered unofficial and non-binding on The College. Consultants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Consultant.

2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	October 3, 2005
Proposals Due	October 17, 2005
Evaluate Proposals	October 24, 2005
Conduct Oral Interviews with Finalists	October 31, 2005
Announce "Apparent Successful Contractor" and send notification via fax or e-mail to unsuccessful proposers	October 31, 2005
Hold Debriefing Conferences (if requested)	November 7, 2005
Negotiate Contract	November 3, 2005
File Contract with OFM	November 3, 2005
Begin Contract Work	November 14, 2005

The College reserves the right to revise the above schedule.

2.3. SUBMISSION OF PROPOSALS

Proposals may be submitted in hard copy or electronically. Proposals may not be transmitted via facsimile.

Consultants are required to submit two (2) original and nine (9) additional complete copies of their proposal. Two copies must have original signatures and the remaining copies can have photocopied signatures. If proposals are submitted electronically, two hard copies with original signatures should be submitted. The proposal, whether mailed or hand delivered, **must** arrive at the College no later than 5:00pm Pacific Daylight Time on October 17, 2005.

The proposal is to be sent to the RFP Coordinator at the address noted in Section 2.1. The envelope should be clearly marked to the attention of the RFP Coordinator: Michael Lanigan.

Consultants mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. Consultants assume the risk for the method of delivery chosen. The College assumes no responsibility for delays caused by any delivery service. ***Proposals may not be transmitted using facsimile transmission.***

Proposals deemed late will not be accepted and will be automatically disqualified from further consideration. Receipt of late proposals will be accepted under the following circumstances:

- If the proposal was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for receipt of proposals, the proposal is accepted.
- If the proposal was sent by mail, and it can be determined that late receipt was due solely to government (in this case, state agency) mishandling after receipt, the proposal will be accepted.
- It is the only proposal received.

The proposals must respond to the procurement requirements. Do not respond by referring to material presented elsewhere. The proposal must be complete and must stand on its own merits. Failure to respond to any portion of the procurement document may result in rejection of the proposal as non-responsive. All proposals and any accompanying documentation become the property of the College and will not be returned.

2.4. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the College.

All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Chair of the College Board of Trustees and the apparent successful Contractor. Thereafter, the proposals shall be deemed public records as defined in RCW 42.17.250 to 42.17.340, "Public Records."

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 to 42.17.340 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Consultant is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

The College will consider a Consultant's request for exemption from disclosure; however, the College will make a decision predicated upon chapter 42.17 Revised Code of Washington (RCW) and chapter 143-06 of the Washington Administrative Code (WAC). Marking the entire proposal exempt from disclosure will not be honored. The Consultant must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.17.300. No fee shall be charged for inspection of contract files, but twenty-four (24) hours notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

2.5. REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be mailed to those who either received the RFP or who responded with a Letter of Intent to Propose.

In the event it becomes necessary to revise any part of this RFP, addenda will be published on the College web site, as follows <http://www.shoreline.edu/>. For this purpose, the published questions and answers from the pre-proposal conference, if applicable, and any other pertinent information shall be considered an addendum to the RFP and also placed on the web site.

If you downloaded this RFP from the College's website located at <http://www.shoreline.edu/>, you are responsible for sending your name, address, e-mail address and telephone number to the RFP Coordinator in order for your organization to receive any RFP amendments or bidder questions/agency answers.

The College also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.6. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, the State of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award and proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

2.7. ACCEPTANCE PERIOD

Proposals must provide 60 days for acceptance by the College from the due date for receipt of proposals.

2.8. RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Consultant is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

The College also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

2.9. MOST FAVORABLE TERMS

The College reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially with the most favorable terms which the Consultant can propose. There will be no best and final offer procedure. The College does reserve the right to contact a Consultant for clarification of its proposal.

The Consultant should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Consultant's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the College.

In addition, if the Consultant is selected as the apparent successful contractor, the College reserves the right to enter into contract negotiations with the apparent successful contractor, which may include discussion regarding the terms of the proposal.

2.10. CONTRACT AND GENERAL TERMS & CONDITIONS

The apparent successful contractor will be expected to enter into a contract which is substantially the same as the sample contract attached as **Exhibit E** and its general terms and conditions attached as **Exhibit B**. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances section, **Exhibit A** to this solicitation. The College will review requested exceptions and accept or reject the same at its sole discretion.

2.11. COSTS TO PROPOSE

The College will not be liable for any costs incurred by the Consultant in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP

2.12. NO OBLIGATION TO CONTRACT

This RFP does not obligate the State of Washington or the College to contract for services specified herein.

2.13. REJECTION OF PROPOSALS

The College reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

2.14. COMMITMENT OF FUNDS

The members of the College or their delegates are the only individuals who may legally commit the College to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.15. INSURANCE COVERAGE

The Contractor is to furnish the College with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage, which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the College within fifteen (15) days of the contract effective date.

Liability Insurance

1. Commercial General Liability Insurance: Contractor shall maintain general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.
2. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
3. Business Auto Policy: As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

Employers Liability ("Stop Gap") Insurance

In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Additional Provisions

Above insurance policy shall include the following provisions:

- 1) **Additional Insured.** The State of Washington, the College, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.
- 2) **Cancellation.** State of Washington and the College shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
- 3) **Identification.** Policy must reference the College contract number and the agency name.
- 4) **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the College's Risk Manager, or the Risk Manager for the State of Washington, before the contract is accepted or work may begin. If an insurer is not

admitted, all insurance policies and procedures for issuing the insurance policies must comply with chapter 48.15 RCW and 284-15 WAC.

- 5) **Excess Coverage.** By requiring insurance herein, the State does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the State in this contract.

Worker's Compensation Coverage

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

3. PROPOSAL CONTENTS

Proposals must be submitted on eight and one-half by eleven (8 1/2 x 11) inch paper with tabs separating the major sections of the proposal. The four major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP)
2. Proposed Methodology
3. Management Proposal
4. Cost Proposal

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Consultant in preparing a thorough response.

Items in this section marked "mandatory" must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1. LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor of a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Consultant and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number, e-mail address of legal entity or individual with whom contract would be written
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
3. Legal status of the Consultant (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists
4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the State of Washington Department of Revenue
5. Location of the facility from which the Consultant would operate
6. Identify any State employees or former State employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the

Consultant's organization. If following a review of this information, it is determined by the College that a conflict of interest exist; the Consultant may be disqualified from further consideration for the award of a contract.

3.2. PROPOSED METHODOLOGY (SCORED/MANDATORY)

The Proposed Methodology must contain a comprehensive description of services including the following elements:

- A. Project Approach/Methodology** – Include a complete description of the Consultant's proposed approach and methodology for the project. This section should convey the Consultant's understanding of the proposed project.
- B. Work Plan** – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP and within the timeline outlined in Exhibit C. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Consultant's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of the College staff. The Consultant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.
- C. Project Schedule** – Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.
- D. Deliverables** – Fully describe deliverables to be submitted under the proposed contract.
- E. Outcomes and Performance Measurement** – Describe the impacts/outcomes the Consultant proposes to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured and reported to the College.
- F. Overall Risk** –
 - 1. Define risks you identify as being significant to the success of the project. Include how you would propose to effectively monitor and manage these risks, including reporting of risks to the College's contract manager.
 - 2. Provide a business continuation plan that illustrates how you will monitor and manage through staff turnover and its impact on the agency's contract management staff.

3.3. MANAGEMENT PROPOSAL

A. Project Management (SCORED/MANDATORY)

- 1. Project Team Structure/Internal Controls** – Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.

2. **Staff Qualifications/Experience** – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes' for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Consultant must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of The College.

B. Experience of the Consultant (SCORED/MANDATORY)

1. **Other Experience** - Indicate other relevant experience that indicates the qualifications of the Consultant, and any subcontractors, for the performance of the potential contract.
2. **Contracts** - Include a list of contracts the Consultant has had during the last five years that relate to the Consultant's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, fax numbers and e-mail addresses.

C. References (SCORED/MANDATORY)

List names, addresses, telephone numbers, fax numbers and e-mail addresses of five business references for which work has been accomplished and briefly describe the type of service provided. The Consultant must grant permission to the College to contact the references. Do not include current College staff as references. References will be contacted for the top-scoring proposal(s) only.

D. Related Information (MANDATORY)

1. If the Consultant or any subcontractor contracted with the State of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
2. If the Consultant's staff or subcontractor's staff was an employee of the State of Washington during the past 24 months, or is currently a Washington state employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
3. If the Consultant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Consultant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Consultant's position on the matter. The College will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Consultant in the past five years, so indicate.

E. Equal Opportunity Recruiter (SCORED)

Indicate inclusion strategies utilized to recruit women and minorities for future executive level placements. Indicate the percentage of actual executive level placements of women and minorities the firm/consultant has made over the last 5 years. Identify strategies the firm/consultant will use to recruit women and minorities.

3.4. COST PROPOSAL

The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant whose proposal best meets the requirements of this RFP. However, Consultants are encouraged to submit proposals which are consistent with the College's efforts to conserve state resources. The proposal must specifically set forth the firm/consultant's professional fees and anticipated expenses in a "not to exceed" amount.

A. Identification of Costs (SCORED/MANDATORY)

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Consultant is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Consultants are required to collect and pay Washington state sales tax, if applicable. Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Office of Minority and Women's Business Enterprises.

4. EVALUATION AND CONTRACT AWARD

ALL MANDATORY REQUIREMENTS MUST BE MET IN ORDER TO BE EVALUATED.

4.1. EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by the College, which will determine the ranking of the proposals.

4.2. EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the proposal for evaluation purposes:

Proposed Methodology – 25%		50 points
Project Approach/Methodology	10 points (maximum)	maximum
Work Plan	10 points (maximum)	
Project Schedule	10 points (maximum)	
Deliverables	10 points (maximum)	
Outcomes	5 points (maximum)	
Overall Risks	5 points (maximum)	
Management Proposal – 45%		90 points
Project Team Structure/Internal Controls	20 points (maximum)	maximum
Staff Qualifications/Experience	30 points (maximum)	
Experience of the Consultant	30 points (maximum)	
Equal Opportunity Recruiter	10 points (maximum)	
Cost Proposal – 30%		60 points
		maximum
TOTAL FOR WRITTEN PROPOSAL		200 points
References [top scoring proposer(s) only] 25 points (maximum)		25 points
Oral Presentation [top scoring proposer(s) only] 50 points (maximum)		50 points
GRAND TOTAL FOR PROPOSER		275 points

References will be contacted and oral presentations will be made by the top-scoring proposer(s) only. These will then be scored and added to the total score to acquire the successful firm/consultant.

4.3. CLARIFICATION OF PROPOSAL

The RFP Coordinator may contact the Consultant for clarification of any portion of the Consultant's proposal.

4.4. ORAL PRESENTATIONS ARE REQUIRED

The College elects to select the top scoring finalists from the written evaluation for an oral presentation and final determination of contract award. The top-scoring firms/consultants will be invited to give oral presentations to the College. Once a firm/consultant is selected, the staff members who will actually be performing the work are required to participate in the oral presentations. A final firm/consultant will be selected based on the combined results of their proposal and interview. Once selected, a standard personal service agreement will be entered into with the firm/consultant.

4.5. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Notification of Unsuccessful Consultant letter is faxed or e-mailed to the Consultant. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting Consultant's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

4.6. NOTIFICATION TO PROPOSERS

Firms whose proposals have not been selected for further negotiation or award will be notified via fax or by e-mail.

4.7. PROTEST PROCEDURE

This procedure is available to Consultants who submitted a response to this solicitation document and who have participated in a debriefing conference. Consultants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Consultants under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFP Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator
- Errors in computing the score
- Non-compliance with procedures described in the procurement document or the College policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as:

- 1) an evaluator's professional judgment on the quality of a proposal, or
- 2) The College's assessment of its own needs or requirements

Upon receipt of a protest, a review will be held. Protests must be received by the College within five days of announcement of successful bid. The College or an employee delegated by the College who was not involved in the procurement will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Consultant which submitted a proposal, such Consultant will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the College's action; or
- Find only technical or harmless errors in the acquisition process and determine the College to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the College options which may include:
 - ✦ Correct the errors and re-evaluate all proposals, and/or
 - ✦ Reissue the solicitation document and begin a new process, or
 - ✦ Make other findings and determine other courses of action as appropriate.

If the College determines that the protest is without merit, the College will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

5. RFP EXHIBITS

Exhibit A	Certifications and Assurances
Exhibit B	General Terms and Conditions
Exhibit C	Tentative Executive Director Search Timeline
Exhibit D	Shoreline Community College Information
Exhibit E	Sample Contract

CERTIFICATIONS AND ASSURANCES
EXHIBIT A

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the College without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that the College will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of Shoreline Community College, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Signature of Proposer

Print Name and Title

Date

GENERAL TERMS AND CONDITIONS
EXHIBIT B

DEFINITIONS - As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "College" shall mean Shoreline Community College, of the state of Washington, any division, section, office, unit or other entity of the College, or any of the officers or other officials lawfully representing the College.
- B. "Agent" shall mean the members of the College, and/or the delegate authorized in writing to act on the members' behalf.
- C. "Contractor" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the Contractor.
- D. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) in any tier.

ACCESS TO DATA - In compliance with chapter 39.29 RCW, the Contractor shall provide access to data generated under this contract to the College, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

ADVANCE PAYMENTS PROHIBITED - No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the College.

AMENDMENTS

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35 - The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT - The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

ATTORNEYS' FEES - In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.

CONFIDENTIALITY / SAFEGUARDING OF INFORMATION - The Contractor shall not use or disclose any information concerning the College, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the College, or as may be required by law.

CONFLICT OF INTEREST - Notwithstanding any determination by the Executive Ethics Board or other tribunal, the College may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or services under this contract.

In the event this contract is terminated as provided above, the College shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the College provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

COPYRIGHT PROVISIONS - Unless otherwise provided, all Materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the College. The College shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the College effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, Contractor hereby grants to the College a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the College.

The Contractor shall exert all reasonable effort to advise the College, at the time of delivery of Materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document, which was not produced in the performance of this contract. The College shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any data delivered under this contract. The College shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

COVENANT AGAINST CONTINGENT FEES - The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. The College shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DISPUTES - Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved, either party may request a dispute hearing with Agent. Disputes shall be resolved as quickly as possible.

1. The request for a dispute hearing must
 - be in writing;
 - state the disputed issue(s);
 - state the relative positions of the parties;
 - state the Contractor's name, address, and contract number; and
 - be mailed to the Agent and the other party's (respondent's) Contract Manager within 3 working days after the parties agree that they cannot resolve the dispute

2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working days.
3. The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable ADR method in addition to the dispute resolution procedure outlined above.

The College and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this contract which are not affected by the dispute. Both parties agree to exercise good faith in the dispute resolution and to settle disputes prior to using the dispute resolution panel whenever possible.

GOVERNING LAW - This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for King County.

INDEMNIFICATION - To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the State of Washington, the College, and all officials, agents and employees of the State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. Contractor's obligation to indemnify, defend and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor shall be required to indemnify, defend and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of Contractor. Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

INDEPENDENT CAPACITY OF THE CONTRACTOR - The parties intend that an independent contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of the College. The Contractor will not hold himself/herself out as or claim to be an officer or employee of the College or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

INDUSTRIAL INSURANCE COVERAGE - The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. Prior to performing work under this contract, the Contractor shall provide or purchase industrial insurance coverage for the Contractor's employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this contract. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the College may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The College may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the College under this contract, and transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

Industrial insurance coverage through the Department of Labor & Industries is optional for sole proprietors, partners, corporate officers and others, per RCW 51.12.020.

LICENSING, ACCREDITATION AND REGISTRATION - The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

LIMITATION OF AUTHORITY - Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS - In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the College. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

NONDISCRIMINATION - During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

PRIVACY PROTECTION CLAUSE - Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. Contractor shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the College or as otherwise required by law.

The College reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the Contractor through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the College. Contractor shall certify return or destruction of all personal information upon expiration of this contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the College for any damages related to the Contractor's unauthorized use of personal information.

PUBLICITY - The Contractor agrees to submit to the College all advertising and publicity matters relating to this Contract which, in the College's judgment, the College's name can be implied or is specifically mentioned. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the College.

RECORDS, DOCUMENTS, AND REPORTS - The Contractor shall maintain books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by the College, personnel duly authorized by the College, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

REGISTRATION WITH DEPARTMENT OF REVENUE - The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

RIGHT OF INSPECTION - The Contractor shall provide right of access to its facilities to the College, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

SAVINGS - In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the College may terminate contract under the "Termination for Convenience" clause, without the ten day notice requirement, subject to renegotiation at the College's discretion under those new funding limitations and conditions.

SEVERABILITY - The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

SITE SECURITY - While on State Board premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security regulations.

SUBCONTRACTING - Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the College. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the Department for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the College or as provided by law.

TAXES - All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

TERMINATION FOR CAUSE - In the event the College determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, the College has the right to suspend or terminate this Contract. Before suspending or terminating the Contract, the College shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 days, the Contract may be terminated or suspended. In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The College reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the College to terminate the Contract. A termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the College provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

TERMINATION FOR CONVENIENCE - Except as otherwise provided in this contract, the College may, by 10 days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the College shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

TERMINATION PROCEDURES - Upon termination of this contract, the College, in addition to any other rights provided in this contract, may require the Contractor to deliver to the College any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The College shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the College, and the amount agreed upon by the Contractor and the College for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the College, and (iv) the protection and preservation of property, unless the termination is for default, in which case the College shall determine the extent of the liability of the College. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The College may withhold from any amounts due the Contractor such sum as the College determines to be necessary to protect the College against potential loss or liability.

The rights and remedies of the College provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Agent, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign the College, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the College has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the College to the extent the College may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the College and deliver in the manner, at the times, and to the extent directed by the College any property which, if the contract had been completed, would have been required to be furnished to the College;
6. Complete performance of such part of the work as shall not have been terminated by the College; and
7. Take such action as may be necessary, or as the College may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the College has or may acquire an interest.

TREATMENT OF ASSETS –

- A. Title to all property furnished by the College shall remain in the College. Titles to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the College upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the College upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of cost thereof by the College in whole or in part, whichever first occurs.
- B. Any property of the College furnished to the Contractor shall, unless otherwise provided herein or approved by the College, be used only for the performance of this contract.
- C. The Contractor shall be responsible for any loss or damage to property of the College which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- D. If any College property is lost, destroyed or damaged, the Contractor shall immediately notify the College and shall take all reasonable steps to protect the property from further damage.
- E. The Contractor shall surrender to the College all property of the College prior to settlement upon completion, termination or cancellation of this contract.
- F. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

WAIVER - Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by the College.

TENTATIVE PRESIDENTIAL SEARCH TIMELINE
EXHIBIT C

FALL 2005

RFP Advertised
Proposal Due Date
Public Board Discussion of Proposals/Select Finalists
Firm/Consultant Finalists Interviews
Board Decision on Firm/Consultant
Selected Firm/Consultant Begins Work
Consultant recommends and/or develops:

- Timeline
- Preliminary vacancy announcement

Search/Screening Committee Announced

WINTER 2006

Work with Search/Screening Committee:

- Development of Recruitment Plan
- Development of Advertising Materials
- Firm/Consultant Distillation of Input to Develop Candidate Profile,
- Board Review and Input, Board Decision of Profile/Screening Criteria

Position Announcement Posted
Initial Review of Candidates
Search/Screening Committee Review/
Selection of Applicants to be interviewed
Board approves finalists

SPRING 2006

Applicants Interview with Search/Screening Committee, Shoreline
Community and Other Stakeholders; Finalists Interviews with Board
Campus Visits as Appropriate
College will conduct in depth reference checks of all finalists
Board Makes Hiring Decision and Announcement

JULY 1, 2005

New President Takes Office

SHORELINE COMMUNITY COLLEGE INFORMATION
EXHIBIT D

Shoreline is a comprehensive community college located on 83 scenic acres near Puget Sound in a suburban area of northwest Seattle. The College offers a broad range of academic programs and more than 50 professional/technical degree and certificate programs, as well as developmental and continuing education courses. Approximately 10,000 students (5,500 FTEs) are served by 1200 full- and part-time employees each quarter. To learn more about the College, please visit Shoreline's home page at: <http://www.shoreline.edu>.

Shoreline Community College demonstrates dedication to student success by providing rich opportunities to learn, excellence in teaching and comprehensive support services, in close collaboration with its diverse community. Shoreline serves the community's lifelong educational and cultural needs.

CONTRACT SAMPLE
EXHIBIT E

CONTRACT NO. _____

CONTRACT FOR PERSONAL SERVICES
BETWEEN
Shoreline Community College
AND

This Contract is made and entered into by and between Shoreline Community College, hereinafter referred to as the " College", and the below named firm, hereinafter referred to as "Contractor."

Contractor Name: _____

Address: _____

City, State & Zip Code: _____

Phone: _____

E-mail Address: _____

Washington State UBI No.: _____

Federal ID No.: _____

PURPOSE

The purpose of this contract is to advise and assist the College in conducting a national search for a new President. Recognizing the Board's mission, the contractor will specify the approach, method and project requirement/tasks necessary to completely execute all aspects of a comprehensive and inclusive search process.

SCOPE OF WORK

- A. The Contractor will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Option 1: Identify all tasks, work elements and objectives of the contract, and timetables by which major parts of the work are to be completed. The scope of work may be included within the text of the contract or attached as a separate exhibit as shown in Option 2 below.

Option 2: As included in the Contractor's Proposal dated _____, attached as Exhibit B, and the College's Request for Proposals attached as Exhibit C.

- B. Exhibit A contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the College and the Contractor, and specific obligations of both parties.
- C. The Contractor shall produce the following written reports or other written documents (deliverables) by the dates indicated below:
All written reports required under this contract must be delivered to _____, the Contract Manager, in accordance with the schedule above.

PERIOD OF PERFORMANCE

The period of performance under this contract will be from _____ or date of execution, whichever is later, through _____.

OFM FILING REQUIREMENT

For competitive contracts or amendments that are not subject to the 10 working day filing period, the contract start date is the working day that the contract is filed, date of execution, or any day thereafter.

COMPENSATION AND PAYMENT

The College shall pay an amount not to exceed _____ for the performance of all things necessary for or incidental to the performance of work as set forth in the in the Scope of Work. Contractor's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

NOTE: List detail of compensation to be paid, e.g., hourly rates, number of hours per task, unit prices, cost per task, cost per deliverable, etc. Or reference documents that specify Contractor's compensation and payment, e.g. Contractor's compensation for services rendered shall be based on the schedule set forth in Exhibit B, Fees and Expenses.

NOTE: Expenses are optional. Do not include Expenses paragraph below if expenses are not allowable. If allowable, include only expenses that are appropriate for the contract.

EXPENSES The Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by the College as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed _____, which amount is included in the contract total in Paragraph A, "Amount of Compensation." Such expenses may include: airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current State travel reimbursement rates. To receive reimbursement, Contractor must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

BILLING PROCEDURES

NOTE: Payment can also be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the contract, payment at conclusion of the contract, etc.

The College will pay Contractor upon receipt of properly completed invoices, which shall be submitted to the Project Manager not more often than monthly. The invoices shall describe and document to the College's satisfaction a description of work performed the progress of the project, and fees. If expenses are invoiced, provide a detailed breakdown of each type. Any single expense in the amount of \$50.00 or more must be accompanied by a receipt in order to receive reimbursement.

Payment shall be considered timely if made by the College within thirty (30) days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

The College may, in its sole discretion, terminate the contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the College.

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.

Contract Manager for CONTRACTOR is:	Contract Manager for the College is:
Contractor Name: _____	Name: <u>Beverly Brandt, Executive Vice President</u>
Address: _____	Address: <u>16101 Greenwood Ave. North</u>
City, State Zip Code: _____	<u>Shoreline Washington 98133</u>
Phone: () _____ Fax: () _____	Phone: <u>(206) 546-4532</u>
E-mail address: _____	E-mail address: <u>bbrandt@shoreline.edu</u>

INSURANCE

The Contractor shall provide insurance coverage as set out in this section *[or as set forth in the Request for Proposals No. 2005-06-01]*. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Contractor or subcontractor, or agents of either, while performing under the terms of this contract.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

1. Commercial General Liability Insurance Policy - Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
2. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the Contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:
\$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage
3. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insured's under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct the insurers to give the College 30 days advance notice of any insurance cancellation.

The Contractor shall submit to The College within 15 days of the contract effective date, a certificate of insurance that outlines the coverage and limits defined in the *Insurance* section. The Contractor shall submit renewal certificates as appropriate during the term of the contract.

ASSURANCES

The College and the Contractor agree that all activity pursuant to this Contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

ORDER OF PRECEDENCE

Each of the Exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and state of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Exhibit A – General Terms and Conditions
- Exhibit B – Contractor's Proposal
- Exhibit C – Request for Proposals No.
- Any other provision, term or material incorporated herein by reference or otherwise incorporated

ENTIRE AGREEMENT

This contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

APPROVAL

This contract shall be subject to the written approval of the College's authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of _____ pages and _____ attachments, is executed by the persons signing below who warrant that they have the authority to execute the contract.

[CONTRACTOR'S NAME]

Shoreline Community College

Signature

Signature

Title

Date

Title

Date

APPROVED AS TO FORM

Assistant Attorney General

Date

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