



**RFP # 2122-09
REQUEST FOR PROPOSALS (RFP)
CYPRESS COLLEGE
HOUSING FEASIBILITY STUDY**

RFQ Questions Due Date

August 31, 2021

RFQ Due Date

September 13, 2021

**NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
1830 W. ROMNEYA DRIVE, ANAHEIM, CA 92801-1819**

1.0. INTRODUCTION

The North Orange County Community College District (District) is seeking proposals from qualified consulting firms to conduct a Student Housing Feasibility Study for Cypress College (Project). This RFP is for a formal feasibility/financial study housing options and is not a request for architectural or development services. The District will determine if and when those requests are necessary.

According to the California Community Colleges Chancellor's Office, "nearly 40,000 students from 57 community colleges participated in a basic needs assessment" and of that amount "60% said they had experienced housing insecurity" and "19% were affected by homelessness". For the purposes of the study, Housing insecurity includes frequent moves, inability to consistently pay rent and not having a consistent place to stay. Homelessness is defined as not having a place to live.

The District plans to select a firm with specific experience with California Community Colleges. The entirety of this RFP sets forth the District's requirements in detail. All responses should be submitted in accordance with the terms and conditions contained in the foregoing document.

2.0 CYPRESS COLLEGE OVERVIEW

In 2018, Cypress College participated in a national survey on hunger and homelessness, conducted by the Hope Center at Temple University, along with 57 other community colleges in the state of California. 55% said they were housing insecure and 13% said they had experienced homelessness within the past year. Based on these numbers, the college estimates that a minimum of 150-350 students experience critical housing challenges that limit their ability to be successful in college, and that 500-1000 students struggle to find affordable housing.

The housing issue is especially significant in Orange County where the average one-bedroom unit is over \$2200. Student financial aid does not fully support a student's basic and educational needs; 67% of Cypress students work more than 20 hours a week while attending college, while an additional 15% work more than 40 hours a week while in school.

In fall of 2019, NOCCCD Board of Trustees and the College identified student housing as a critical need for the Cypress College campus and included this as a priority in the 2020-2025 Educational Facilities and Master Plan. The college has explored options that include purchase and renovation of existing buildings, building housing on or off campus, and/or partnering with other agencies to provide affordable housing projects close to the Cypress College campus.

3.0 GENERAL INSTRUCTIONS

3.01 No Commitment to Award / Non-Binding

Issuance of this RFP and receipt of submittals does not commit the District to award an Agreement. This RFP shall in no way be deemed to create a binding contract or Agreement of any kind between the District and the Consultant.

3.02 Irregularities

The District reserves the right to reject any or all applicants, incomplete packets, non-responsive applicants, and to waive any irregularities or informalities in the RFP. The decisions to provide a waiver shall in no way modify or compromise the overall purpose of the submittal, nor excuse the Consultant from full compliance with all requirements if awarded an Agreement.

The District reserves the right to reject any or all proposals, to cancel the Project, to alter the selection process in any way, to postpone the selection process for its own convenience at any time.

3.03 Rejection of Proposals

The District may reject any or all proposals and may waive any immaterial deviation in a proposal. The District's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Consultant from full compliance with the specifications if awarded the contract.

3.04 Disposition of the Proposals

Proposals become the property of the District. The information contained in all Proposals shall be held confidential to the extent permitted by law. Proposals will become public upon execution of a Consultant Agreement with the successful Consultant. All materials, ideas, and formats submitted in response to this RFP will become the property of the District upon receipt and may be returned only at the District's option.

3.05 Cancellation

While it is the intent of the District to award to the successful Consultant, this solicitation does not obligate the District to enter into any agreement or contract. The District reserves the right to cancel this RFP at any time, in the best interest of the District. No obligation, either expressed or implied, exists on the part of the District to make an award or to pay any costs incurred in the preparation or submission of a proposal in response to this RFP.

3.06 Schedule

The District shall schedule and coordinate the Consultant's work and the work of others, and the Consultant agrees to comply strictly with such scheduling and coordination. The final version of the project schedule shall be finalized upon mutual agreement between the District and the Consultant.

3.07 Commencement of Work

Upon award of this contract, the District shall provide written notification to the Consultant by means of a purchase order document. No work shall commence until such written authorization has been duly executed.

3.08 Payment

Payment terms shall be "Net 30" from the date of acceptance of work or services, or the date of receipt of the invoice, whichever is later.

3.09 Independent Contractor

While engaged in carrying out and complying with the terms and conditions of this contract, Consultant is deemed to be an independent contractor and is not an officer, employee of the District.

3.10 Covenant Against Gratuities

Consultant warrants that no gratuities (in the form of entertainment, gifts, etc.) were offered or given by the Consultant, any agent or representative of the Consultant, to any officer or employee of the District with a view toward securing a contract or securing favorable treatment with respect to any determination concerning the award of an Agreement in response to this RFP. For breach or violation of this provision, the District shall have the right to terminate any negotiation either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which Consultant agreed to supply shall be borne and paid by the Consultant. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

3.11 Consultant Agreement

The Consultant selected for contract award through this RFP shall be required to enter into a written agreement with the District. The Sample Consultant Services Agreement is presented in Exhibit A. They may be modified to incorporate other pertinent terms and conditions set forth in this RFP, including those added by addendum, and to reflect the Consultant's offer or the outcome of contract negotiations, if any, conducted with the Consultant. Exceptions to the terms and conditions, or the Consultant's inability to comply with any of the provisions, must be declared in the proposal. The Consultant's attention is directed particularly to the insurance article in the Sample Consultant Agreement, which specifies the minimum insurance requirements that must be met by the successful Consultant(s). The Consultant's inability or unwillingness to meet these requirements as a condition of award must be stated as an exception in the proposal.

4.0 SCOPE OF SERVICES

A. Task Description

1. Determine and analyze the demand for student housing in our community.
2. Determine what the student population determines is "affordable" housing along with an understanding of what relevant traditional and non-traditional housing options there may be. Provide data and analysis related to student socio-economic trends and the impact they have on housing needs/demands.
3. Determine how these options may impact other college constituents who may need housing (faculty and staff).
4. Determine local average rental rate.
5. Provide other community college models where housing is available for students.
6. Provide models for managing recommended housing projects.
7. Provide General Market Research of campus housing trends and what functions need to be accommodated within or near the facility (food services, support services, resident advisors, laundry services, etc.)
8. Recommend types of housing that would best serve Cypress College students in a fiscally

responsible manner, which may include “affordable” or support housing and /or family housing.

9. Provide data that ensures zoning, facilities, operational/construction costs, support services costs, potential revenue sources, new construction vs renovation or existing properties, regulatory and statutory requirements for student housing, and multi-year projections including scheduled maintenance are included in the cost analysis.
10. Determine the range of public-private partnerships that may be available to the North Orange County Community College District. Address potential organizational plan of that partnership and the effectiveness of the structure of the partnerships if you have experience with this. Be specific with potential partner names and data.
11. Provide a strategic analysis of the future sustainability/financial viability of having housing options.

B. Deliverables of Awarded Organization

1. The feasibility study shall include the data in the task description along with a professional market analysis of projected needs, market demand and acceptable room/rental rates tiered by student need.
2. Analysis of desired mix of room/rental types to be offered based on demand.
3. Pro-forma – including financial analysis of the rate of growth versus projected income and reserves to finance proposed project.
4. Presentation of research results to campus administration and possibly the Board of Trustees with an opportunity for questions.
5. Final report.

C. District Responsibilities

1. Access to Students for interviews.
2. Access to Faculty and Staff for interviews.
3. The District staff shall be available to Contractor during normal work hours for consultation and clarification of task assignments.
4. Provide access to local nonprofit and governmental agencies within the community that are related to homelessness and housing.
5. Provide access to the homeless plans of Orange County.
6. Reporting Requirements and Procedures.

5.0 PROPOSAL AND SUBMITTAL INFORMATION

The Proposals shall provide a comprehensive, but concise summary of qualifications and capabilities to satisfy the requirements of the RFP. **The Proposal shall be a maximum of 15 single-sided pages in an 8.5” x 11” with appropriate tabs excluding forms per RFP and resumes.**

Tab 1 - Cover Letter: Submit a cover letter on company letterhead. This document will serve as the executive summary to convey the Consultant’s qualifications.

Tab 2 — Statement of Qualifications/Team Description and Relevant Project Experience:

- Provide names and the educational and professional backgrounds of each team member. Describe experience of each team member relative to college/campus homeless studies and the proposed role for each team member.
- Furnish background information about your firm, including date of founding, legal form (sole proprietorship, partnership, corporation/state of incorporation), number and location of offices, principal lines of business, number of employees, days/hours of operation, and other pertinent data. Disclose any conditions (e.g., termination for default, bankruptcy, pending and/or settled litigation, planned office closures, impending merger, judgments or criminal convictions for false claims) that may affect the proposer's ability to perform contractually. Certify that the firm is not debarred, suspended, or otherwise declared ineligible to contract by any federal, state, or local public agency.
- Describe your experience with providing assessment and consulting services regarding student housing over the previous three (3) years.
- Provide three (3) business clients--especially community college and/or higher education—to which your firm is currently providing similar services in this marketplace. Include company names; beginning/ending dates of contracts; and names, titles, and telephone numbers of individuals that the District can contact as references for your firm.
- Describe your experience and approach for this consulting engagement and any processes your firm offers which makes you unique.
- Provide a description of your understanding of the educational challenges faced by college students and the housing options available to them, especially in the Orange County area.
- Provide a description of your market analysis studies, how you obtain such data, how you maintain the data to be fresh, and what types of data you will be providing.

Tab 3 – Methodology: What mean and methodologies will be employed in conducting surveys of the various constituency groups such as students, employees and community?

Tab 4 – Work Plan/Technical Approach:

- Describe the detailed process and plan you are recommending be used, including approach and methodology.
- Describe what information, documents, staff assistance, facilities, or other resources you would require from the District to complete your work.
- Declare any other critical assumptions upon which your proposal is based.
- Describe how periodic status reports will be submitted.
- Provide a timeline of consulting activities and key milestones.
- Identify expected challenges and limitations of the engagement and provide solutions to address the challenges.
- Describe the plan for outreach and how your firm maintains data on best practices at other organizations and programs.
- Your firm's existing collaborations with key stakeholders.
- Describe project management approach, methodology for the overall project, and how the consultant team will interface with Cypress College staff.
- Describe plan for staying on schedule for this engagement.

Tab 5 — Insurance Requirements: The following insurance coverage will be required from the successful Consultant in order for a contract to be awarded.

- Commercial General Liability Insurance (CGL) with a combined single limit of not less than One Million Dollars (\$1,000,000) each occurrence/Three Million Dollars (\$3,000,000) in the annual aggregate. Umbrella policies will not be accepted to substitute for the insurance requirement;
- Business Automobile Liability Insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) each accident and Three Million Dollars (\$3,000,000) aggregate. Umbrella policies will not be accepted to substitute for the insurance requirement;
- Professional Liability (Errors & Omissions) Insurance with a limit not less than One Million Dollars (\$1,000,000) each occurrence/Four Million Dollars (\$3,000,000) in the annual aggregate. Umbrella policies will not be accepted to substitute for the insurance requirement;
- Workers' Compensation Insurance as required by the state of CA with a minimum of One Million Dollars (\$1,000,000).

Tab 6 – Exceptions / Deviations

State any exceptions to or deviations from the requirements of this RFP and the Sample Consultant Agreement. Any exceptions or clarifications to the RFP/Agreement must be listed on an item-by-item basis and cross-referenced with the RFP document and the Consultant Agreement. If there are no exceptions or clarifications, the Consultant must expressly state that no exceptions or clarifications are taken.

Tab 7 – Fee

Lump sum fee that will be charged to complete the service. Fees shall be firm and fixed.

Tab 8 -Additional Services: List any additional components of the Feasibility Study for Student Housing at Cypress College, that Consultant will not be providing and that Consultant will be expecting from Cypress if different than specified under the "Scope of Services" section of this RFP. Identify how those services are billed.

7.0. SELECTION PROJECT SCHEDULE

This is a proposed schedule that is subject to change. Any changes to the schedule for the RFP selection process will be issued to all prospective Consultants via addenda. The District reserves the right to change and/or modify the schedule.

Submittals may be withdrawn at any time before the deadline by written request from the person who can legally bind the Consultant and the signor of the RFP.

The District has the sole authority to select the final Consultant and reserve the right to reject any and all submittals, or any portion thereof. The District further reserves, at its sole discretion, the right to negotiate any and all cost factors and/or aspects regarding the scope of work.

SELECTION PROCESS SCHEDULE	
Schedule Activities	Dates
RFP distributed	8/12/2021
Last day to submit questions via email to jho@noccd.edu	8/31/2021 @ 5:00 p.m.
Proposals Due via email to jho@noccd.edu	9/13/2021 @ 2:00 p.m.
Proposal Review	TBD
Shortlist Decision	TBD
Board of Trustees Meeting	TBD

6.0 DELIVERY OF PROPOSALS

6.01 Proposals must be sent via email to Jenney Ho, District Director of at or before the time and date set in the Selection Process Schedule.

Name: Jenney Ho
 Title: District Director, Purchasing
 E-Mail: jho@noccd.edu

Late submittals may be returned to the Consultant or discarded without evaluation and the Consultant will be disqualified. It is the practice of the District not to consider late submittals. The District shall not be responsible for, nor accept as a valid excuse, a late submittal delivery.

7.0. CONSULTANT’S COST

Each Consultant acknowledges and agrees that the preparation of all materials for submittal to the District and all presentations, related costs and travel expenses are at the Consultant’s sole expense, and the District is not, under any circumstances, responsible for any cost or expense incurred by the Consultant. Consultants shall not include any such expenses as part of their Proposals.

8.0. QUESTIONS FROM CONSULTANTS

8.01 Clarifications and Questions from Consultants

All communications regarding this RFP including requests for information or clarification of the intent or content of this RFP must be received by the District’s Representative shown below in writing no later than the date set for submitting questions stated in the Selection Process Schedule. Only the District’s Representative, as identified below, is authorized to answer questions related to this RFP. Information obtained verbally from any other source has no authority, may not be relied upon, and shall have no standing in any event that may occur.

Written addenda will be distributed to each Consultant of record of the original RFP on or before the date fixed for issuing addenda as stated in the Selection Process Schedule. Recipients of record are those parties which obtained a copy of the RFP directly from the District. It shall be the responsibility of the Consultants to ensure that all addenda have been received. Responses to the written questions received by the deadline will be incorporated in an RFP addendum.

Failure of Consultant to receive any addenda shall not relieve the Consultant from any obligation therein.

8.02 Questions related to this RFP shall be directed to the District’s Purchasing Office

Name: Jenney Ho
Title: District Director, Purchasing
E-Mail: jho@nocccd.edu

The District shall not be obligated to answer any question received after the above-specified deadline or any question submitted in a manner other than as instructed.

10. SUBMITTAL EVALUATION

The Evaluation Team, comprised of the District’s representatives, shall evaluate each Proposal to determine its responsiveness to the District’s requirements and ensure that the District’s needs will be met.

11.0 CONTRACT AWARD

The award(s) of the Consultant Agreement(s) resulting from this RFP is(are) required to be approved by the District’s Board of Trustees.

12.0 DISTRICT DOCUMENTS – The following documents are a part of this RFP.

Non-Collusion Affidavit (Exhibit B): Bidders shall submit the Non-Collusion Declaration with its Proposal. Bids submitted without the Non-Collusion Declaration shall be deemed non-responsive and will not be considered.

13. **ADDITIONAL MATERIALS:** Consultants may include other materials that they feel may improve the quality of their Proposal submissions and/or are pertinent to this RFP.

END OF SECTION

EXHIBIT A
AGREEMENT FOR CONSULTANT SERVICES

This AGREEMENT is made and entered into this ____ day of _____ in the year of 20__ by and between the **NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “DISTRICT”, and _____, hereinafter referred to as “CONSULTANT”. The DISTRICT and the CONSULTANT are sometimes referred to herein as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain consultant services to help in the following: _____ hereinafter referred to as “PROJECT”, and more fully set in the Proposal attached hereto as Exhibit “A”; and

WHEREAS, CONSULTANT possesses the necessary expert knowledge, experience, and ability to perform services not available through DISTRICT personnel; and

WHEREAS, CONSULTANT is fully licensed, if required, to provide such special consultant services in conformity with the laws of the State of California; and

WHEREAS, CONSULTANT has indicated its willingness and commitment to provide its specialized services and/or advice to the DISTRICT on the terms hereafter set forth in this AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree that the above recitals are true and correct, and further agree as follows:

ARTICLE I
CONSULTANT’S SERVICES AND RESPONSIBILITIES

1. CONSULTANT’s services shall consist of those services performed by CONSULTANT, CONSULTANT’s employees and subcontractors as enumerated in this AGREEMENT and Exhibit “A”. Consultant shall commence providing services under this agreement on **July 8th, 2021** and will diligently perform as required until the project is completed.

2. CONSULTANT’s services shall be performed in a manner that is consistent with professional skill and care and the orderly progress of the work. CONSULTANT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT.

3. CONSULTANT makes the following certifications, representations, and warranties for the benefit of the DISTRICT, and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT’s engagement hereunder:

a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.

b. CONSULTANT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

4. CONSULTANT, upon notice to proceed from the DISTRICT, shall provide the DISTRICT certain special services and advice relating to the PROJECT. The nature of such special services and advice is more particularly set forth in Exhibit "A" attached hereto and incorporated herein by this reference. CONSULTANT and DISTRICT both agree to be bound by all of the terms and conditions set forth in said Exhibit "A". Any discrepancies or inconsistencies between this AGREEMENT and Exhibit "A" shall be interpreted and governed by the terms and conditions of this AGREEMENT. Pursuant to Education Code section 81644, the total term of this AGREEMENT shall not exceed a total of five years.

ARTICLE II **TERMINATION**

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of CONSULTANT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete reports, studies and other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article III, Paragraph 4 below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT. In addition, CONSULTANT will be reimbursed for reasonable termination costs through the payment of no more than 3% beyond the sum due the CONSULTANT under this Paragraph through 50% completion of CONSULTANT's portion of the project and if 50% completion is reached, payment of up to 3% of the unpaid balance of the contract to CONSULTANT as termination cost upon provision of substantiating justification documents. This payment is agreed to compensate CONSULTANT for the unpaid profit CONSULTANT would have made under the project on the date of termination and is consideration for entry into this termination for convenience clause.

5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

ARTICLE III
CONSULTANT'S REPORTS/ DOCUMENTS

The reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's subcontractors in accordance with this AGREEMENT, shall be and remain the property of the DISTRICT (hereinafter "PROPERTY"). The DISTRICT may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT's receipt of the DISTRICT's written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT within five (5) calendar days.

ARTICLE IV
ACCOUNTING RECORDS OF CONSULTANT

Records of the CONSULTANT's reimbursable expenses pertaining to any extra services provided by the CONSULTANT, which are in addition to those services already required by this AGREEMENT, and any records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

ARTICLE V
COMPENSATION TO CONSULTANT

1. The DISTRICT shall compensate CONSULTANT as follows:
 - a. The DISTRICT agrees to pay the CONSULTANT an amount not to exceed \$_____.
 - b. CONSULTANT shall invoice costs monthly, or another periodic basis approved by the DISTRICT, for the services provided pursuant to this AGREEMENT from the time the CONSULTANT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation as determined by the DISTRICT.
 - c. Except as expressly provided herein, CONSULTANT agrees that no other compensation, fringe benefits, or other remuneration is due to CONSULTANT by the DISTRICT for services rendered under this AGREEMENT. CONSULTANT shall not apply for or receive statutory benefits available to employees of the DISTRICT because CONSULTANT is not an employee of the DISTRICT.

ARTICLE VI
ADDITIONAL SERVICES

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering such services. The DISTRICT may require CONSULTANT to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include:
 - a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.
 - b. Preparing reports and other documentation and supporting data, and providing other services in connection with project modifications required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT.
 - c. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT's industry.

ARTICLE VII
REIMBURSABLE EXPENSES

1. The DISTRICT shall compensate CONSULTANT as follows:
 - a. The DISTRICT agrees to pay the CONSULTANT in accordance with Exhibit "A" attached hereto and incorporated herein by reference.

b. CONSULTANT shall invoice costs monthly, or another periodic basis approved by the DISTRICT, for the services provided pursuant to this AGREEMENT from the time the CONSULTANT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation as determined by the DISTRICT.

c. Except as expressly provided herein, CONSULTANT agrees that no other compensation, fringe benefits, or other remuneration is due to CONSULTANT by the DISTRICT for services rendered under this AGREEMENT. CONSULTANT shall not apply for or receive statutory benefits available to employees of the DISTRICT because CONSULTANT is not an employee of the DISTRICT.

ARTICLE VIII INDEMNITY AND INSURANCE

1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, defend and hold DISTRICT entirely harmless from all liability arising out of:

a. Workers' Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subcontractor's employees arising out of CONSULTANT's work under this AGREEMENT; and

b. General Liability: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;

c. Professional Liability: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result of CONSULTANT's work under this AGREEMENT.

e. The PARTIES understand and agree that Article VIII, Paragraph 1 of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code section 2772, governing this AGREEMENT. Any other indemnity that is attached to this AGREEMENT or referenced elsewhere shall be void and unenforceable between the PARTIES.

2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
 - a. Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California, however, such amount shall not be less than One Million Dollars (\$1,000,000).
 - b. Comprehensive general and auto liability insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, and Three Million Dollars (\$3,000,000.00) aggregate, including:
 1. Owned, non-owned and hired vehicles;
 2. Blanket contractual;
 3. Broad form property damage;
 4. Products/completed operations; and
 5. Personal injury.
 - c. Professional liability insurance, including contractual liability, with limits of One Million Dollars (\$1,000,000), per claim and Three Million Dollars (\$3,000,000.00) aggregate. Such insurance shall be maintained during the term of this Agreement and renewed for a period of time at least five (5) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. In the event that Consultant subcontracts any portion of Consultant's duties, Consultant shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Paragraph. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.
 - d. Automobile Liability Insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit and Three Million Dollars (\$3,000,000.00) aggregate;
 - e. Each policy of insurance required in in this Article VIII shall name District and its officers, agents and employees as additional insured; shall state that, with respect to the operations of Consultant hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Consultant shall notify District in the event of material change in, or failure to renew, each policy. Before starting work, Consultant shall deliver to District the certificates and endorsements of the insurance as evidence of compliance with the requirements herein. In the event Consultant fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Consultant, and in such event Consultant shall reimburse District upon demand for the cost thereof.

**ARTICLE IX
MISCELLANEOUS**

1. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANTs employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.
2. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.
3. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.
4. This AGREEMENT shall be governed by the laws of the State of California.
5. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and CONSULTANT.
6. The PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT.
7. The rule of construction that any ambiguities are to be resolved against the drafting PARTY shall not be employed in the interpretation of this AGREEMENT. It is expressly understood and agreed that the PARTIES to this AGREEMENT have participated equally, or have had equal opportunity to participate, in the drafting hereof.
8. Time is of the essence with respect to all provisions of this AGREEMENT.
9. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

10. This AGREEMENT is not valid or an enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

DISTRICT

North Orange County Community

By: _____

Name: _____

Title: _____

CONTRACTOR

<<NAME OF CONSULTANT>>

By: _____

Name: _____

Title: _____

**EXHIBIT B
NON-COLLUSION DECLARATION**

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

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

Signed: _____

Typed Name: _____