



RFP #1718-09
REQUEST FOR PROPOSAL
FURNITURE, FIXTURES & EQUIPMENT (FF&E)
CONSULTANT SERVICES FOR DISTRICTWIDE
PROJECTS

RFI DUE DATE:

November 22, 2017 @ 5:00 PM

RFP DUE DATE:

December 15, 2017 @ 2:00 PM



NORTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

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NOTICE TO PROPOSERS

Proposals for RFP #1718-09, Furniture, Fixtures & Equipment (FF&E) Consultant Services for Districtwide Projects, as described herein, will be accepted by North Orange County Community College District (District), **until 2:00 P.M. December 15, 2017**. Any changes to this RFP are invalid unless specifically modified by the District and issued as a separate addendum document. Should there be any question as to changes to the content of this document; the District's copy shall prevail. All addenda and notices related to this solicitation will be posted by the District on Purchasing's website at <https://www.nocccd.edu/vendors-and-contractors-289/2422/bid-and-proposal-opportunities>. In the event this RFP is obtained through any means other than the District's distribution, the District will not be responsible for the completeness, accuracy, or timeliness of the final RFP document.

To assure consideration, all proposals shall be made on the RFP Forms included or as directed. To facilitate the evaluation process **one (1) original AND six (6) copies of the proposal shall be provided, AND one (1) digital copy (provided on a flash drive)**. All proposals shall be **written in ink or typed on 8½" x 11" paper**. Mistakes may be crossed out and corrections made adjacent, however, each correction must be initialed by the person signing the Proposal.

Delivered proposals shall be enclosed and sealed in an envelope or container clearly marked **RFP #1718-09, Furniture, Fixtures & Equipment (FF&E) Consultant Services for Districtwide Projects** and addressed to North Orange County Community College District, Purchasing Department. **Proposals may be delivered in one of the following methods:**

- **Hand delivered to:**
North Orange County Community College District
Purchasing Department
Attention: Jenney Ho, District, Director Purchasing
1830 W. Romneya Drive, 8th Floor
Anaheim, CA 92801
- **U.S. Postal Service, UPS, FedEx, or other common carrier delivered to:**
North Orange County Community College District
Purchasing Department
Attention: Jenney Ho, District, Director Purchasing
1830 W. Romneya Drive
Anaheim, CA 92801

EMAIL OR FAXED PROPOSALS WILL NOT BE ACCEPTED.

PROPOSALS DELIVERED TO OTHER THAN THE ABOVE STATED ADDRESS WILL BE REJECTED AND RETURNED TO THE FIRM UNOPENED. It is the FIRM's sole responsibility to ensure that his/her Proposal, inclusive of any or all addenda, is received to the proper place at the proper time. Postmarks will not validate proposals which arrive after the deadline date/time listed above. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the FIRM unopened.

Proposals may be withdrawn by submitting a written request. Such written request must be delivered to the place stipulated in the RFP prior to the scheduled closing time for receipt of proposals.

SECTION 1 – PROJECT INTRODUCTION AND OVERVIEW

1.1 Purpose of Request for Proposals (RFP)

The North Orange County Community College District (Anaheim Campus, NOCE, Cypress College & Fullerton College) is seeking proposals to provide both PROGRAM and PROJECT level consulting services for the coordination and selection of furniture, fixtures and equipment (FF&E) for various new and renovation building projects as part of the Measure J Bond Program. The requirements are further described in Section 2 – Scope of Work and Technical Specifications.

Furniture, fixtures and equipment (FF&E) defined as movable equipment. Such equipment usually can be moved from one location to another without significantly changing the effective functioning of facilities at either location. If appropriate, existing equipment for an active program should be transferred into remodeled or expanded space before new equipment is considered.

The terms and conditions contained herein constitute the full and complete understanding of the parties. However, should your company request additional contractual terms and conditions for consideration, such requests must be clearly identified on Exhibit A-1 and A-2 and submitted at the time of proposals. No additional terms and conditions will be accepted following receipt of proposals, and the District will consider such additional contractual terms and conditions as part of its evaluation process.

It is the intent of the District to receive responses to the RFP and, if appropriate, conduct individual interviews in order to select a company which, in the opinion of the District, is best suited to perform the work. The purpose of this RFP, therefore, is to provide the District with the information necessary in order to select this company. Following receipt of proposals, the District may, at its discretion, elect to shortlist to a select few to participate in the interview stage of the selection process.

Upon final selection of FIRM(s), the intent is to award and issue a master agreement for **three (3) years, with two (2) one-year renewal options**, exercised at the sole discretion of the District.

Notwithstanding other provisions of this RFP, FIRMs is hereby advised that this RFP is an informal solicitation of proposals only. It is not intended, nor is it to be construed as engaging in formal competitive bidding pursuant to any statute, ordinance, policy, or regulation.

1.2 Project Specific Dates

The following table identifies the estimated dates/time frame for receipt, evaluation, and award of this work. Please note the following key dates when preparing your response to this RFP.

Description	Date*
Release of RFP	11/08/2017
Last day for FIRMSs to submit questions to Jho@nocccd.edu	11/22/2017 @ 5:00 PM
Last day for District to respond to questions	11/29/2017
PROPOSAL DUE	12/15/2017 @ 2:00 PM

***The dates referenced above are subject to change with or without notice.**

1.4 Selection Process and Proposal Evaluation

The process to be used to make a recommendation for F selection will be as follows:

- a. The District will review and evaluate all responsive proposals received to develop a short list of companies who will be evaluated further. Incomplete proposal(s) may be rejected as non-responsive.
- b. An Evaluation Team may conduct oral interviews of short listed companies. The District may request short listed companies to make an oral/visual presentation in connection with the oral interview.
- c. Finalist FIRMs may be asked to submit revisions to their proposals for the purpose of obtaining best and final FIRMSs. When evaluating best and final FIRMs, the previous criteria will be used as well as the following additional criteria:
 - i. The Best and Final proposal is amended as instructed in discussions and Best and Final instructions.
 - ii. The proposed amendments are responsive, reliable, and produce the outcome expressed by District.

1.5 EVALUATION CRITERIA

FIRMs submitting proposals are advised that all responsive proposals will be evaluated to determine the company(ies) best able to meet the needs of the District. The District's evaluation will include, but is not limited to, a consideration of the criteria listed below:

- a. **Responsiveness.** Responsiveness of the proposal in clearly stating and understanding the scope of work, and in meeting the requirements of the RFP.
- b. **Experience.** Previous experience of the company working for a community college as well as that of the individual(s) community college experience of those personnel assigned to work with the District.
- c. **Qualifications.** Qualifications of the companies' financial and otherwise, to provide the District with these services for the required period of time; provide appropriate staffing; provide necessary resources; and show a history of demonstrated competence.
- d. **Ability.** District's assessment of the companies' abilities to meet and satisfy the needs of the District, taking into consideration additional services or expertise offered that exceed the requirements.
- e. **References.** Information obtained by the District from company's references and other clients.
- f. **Costs.** Fees and costs for services to be provided.
- g. **Additions/Deletions/Exceptions.** FIRM's additions, deletions and/or exceptions to any of the terms of this RFQ.

SECTION 2 – SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

1. Introduction and General Information.

As related to Furniture, Fixtures and Equipment (“FF&E”), coordinate and plan the development of furniture layouts, infrastructure requirements, procurement strategies and specifications, delivery schedules, project submittal review, installation coordination and inspection, competitive bidding, project start-up and relocation management. The FF&E consultant shall work closely and in cooperation with the Campus’ Project Team, District Facilities Office, and District Staff, and shall be accessible at all times for review and coordination with both the Campus’ Project team and the District staff.

2. Task Description.

When working with the Campuses, the FF&E CONSULTANT shall receive direction, co-operate, and work collaboratively with the DISTRICT’s representatives on the Campuses, namely, the Campus Project Manager. The FF&E Consultant, as a minimum, shall undertake the following responsibilities:

2.1. Inventory List of Existing FF&E Property to be Incorporated into New or Renovated Buildings.

- a. Inventory existing items, and determine which are appropriate to be included in the new space.
- b. Verify or develop project specific equipment lists for all items, including existing products to be moved to new space.
- c. Coordinate the removal of existing FF&E property that is designated for surplus or disposal.

2.2. Review, Confirm and Update (as needed) the Following:

- a. District standards for offices, work stations, support areas, and meeting rooms.
- b. District standards for classrooms, faculty offices, dean offices, technology rooms, laboratories, workspaces, meeting rooms, and other typical spaces.
- c. District-wide performance standards for FF&E product procurement.
- d. Provide cost information and comparisons to help the District come to appropriate decisions within District policies and procedures for procurement.
- e. Schedule, attend, and provide minutes for all meetings necessary to accomplish the tasks noted above.

2.3. Prepare Space Planning Drawings

- a. Prepare space planning floor plans (in AutoCAD Revit) including FF&E layout dimensions, anchoring details, electrical lock-out requirements, and installation sequencing.
- b. Review FF&E floor plan layouts provided by Architect/Engineer (A/E) teams to ensure compatibility of FF&E product selections including the placement of power outlets, data ports, and other building system components that may interfere with the placement of FF&E product.
- c. Verify conformance with District-wide specific FF&E Standards and seek approval for variance of such.
- d. Work with Campus Project Manager, architects, engineers, and other District consultants to provide flexible and cost-effective solutions for power and data and space and plan for future needs.
- e. Verify furniture layouts with State and California Building Code per full time equivalent student space standards for classroom & laboratories.
- f. Review and confirm project and space and plan building services necessary to support current and future FF&E.
- g. Verify/coordinate with architect compatibility of proposed classroom and/or office configurations with proposed furniture to ensure maximum efficiency use of designed spaces.
- h. Develop cost estimates based on FF&E floor plan layouts. Itemize each room’s budget and FF&E components to a list and provide to the Campus Project Manager.
- i. Schedule, attend, and provide minutes for all meetings necessary to accomplish the tasks noted above.
- j. Verify furniture layouts adhere to all Americans with Disability Act (ADA) code requirements.

2.4. Assist in Product bidding and Procurement

- a. Develop schedule for product research, bidding, procurement, and installation which meets the District's occupancy milestones.
- b. Create project(s) specific specifications and FF&E purchase lists for product procurement.
- c. Develop cost estimates to procure all FF&E for each project(s). Itemize each room's budget and FF&E components to a list and provide to the Campus Project Manager.
- d. Coordinate purchases of FF&E within the established FF&E budget.
- e. Work collaboratively with the Purchasing Department to ensure that the procurement of goods and services is conducted in accordance with the procedures set forth by the Board of Trustees, the California Public Contract Code, the California Education Code, and other applicable laws of the State of California and the District's internal control policies.
- f. Review all bid documents for FF&E purchase lists and specifications with District Facilities Department, Purchasing Department, and Campus Project Manager prior to bid or order.
- g. Conform to the United States Green Building Council "LEED" performance requirements, if applicable to project(s), as directed by District staff and Campus Project Manager on a project-by-project basis.
- h. Schedule, attend, and provide minutes for all meetings necessary to accomplish tasks noted above.

2.5. Coordinate and Provide Oversight During Bidding, Purchasing, Fabrication, Delivery and Installation of FF&E

- a. Develop project implementation schedule for ordering, tracking and installing all products, including existing FF&E items.
- b. Coordinate with Campus Project Manager, Campus Maintenance & Operations (M&O), and General Contractor to ensure timely bid, purchase, fabrication, delivery, and installation in relation to actual construction progress and schedule.
- c. Attend construction coordination meetings or other meetings as necessary to ensure proper coordination with the contract and the project schedule. Create and monitor purchasing and installation schedules.
- d. Review and approve product submittals.
- e. Confirm deliveries and proper installation on site per contract requirements and prepare punch-list. Coordinate FF&E installation with Campus Project Manager, Campus' M&O, and General Contractor.
- f. Receive and review operations and maintenance (O&M) manuals submitted by the vendors. Inform appropriate District staff and Campus Project Manager of any required or optional training available to support new FF&E items or systems.
- g. Follow up on repair or replacement of punch-list items or undelivered product.

2.6. Relocation Management

- a. Assist District and Campus to identify secondary effect resulting from temporary relocation of staff or programs.

- 3. Project Budget and Funding Sources.** The funding source is through the District's Measure J, \$574M General Obligation Bond. Along with, where applicable, funds through a State Bond with project(s) with approved FPPs.

SECTION 3 –PROPOSAL REQUIREMENTS**1. Proposal Format and Content**

The emphasis of the Proposal should be on responding to the requirements set forth in the RFP. Therefore, the Proposal should be organized and indexed in the format listed below and include a detailed description of the approach and methodology proposed for the services to be provided with all necessary information for the District and Campus to effectively evaluate the Proposal. Within each section of your Proposal, FIRMs should address the items in the order in which they appear in this RFP.

All forms provided in the RFP shall be thoroughly completed and included in the appropriate section of the Proposal. All discussion of proposed costs, rates or expenses shall occur only in the envelope containing the original proposal with the RFP Price Form.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

2. Submittal Format

2.1 Cover Letter

- 2.1.1** Identify the name of the entity proposing and the type of organization
- 2.1.2** Provide a brief description of your firm's profile, including history, firm size, office location(s), and your firm's capability to perform the scope of work.
- 2.1.3** Identify key team members including proposed sub-consultants. Provide relevant resumes, responsibilities, and depth of experience specific to FF&E program level projects
- 2.1.4** Provide name of primary contact person, phone number, and email addresses.

2.2 Relevant Firm Qualifications

- 2.2.1** Describe your firm's qualifications and philosophy in providing program level FF&E services in a higher education setting, preferably with other Community College Districts.
- 2.2.2** Describe your firm's qualifications and approach to developing FF&E performance specifications; strategies to procure, maintain, and replace FF&E, and an implementation process to achieve the best total cost of ownership for the District.
- 2.2.3** Outline your firm's ability to advise the District in establishing FF&E standards and guidelines and working with other design professionals to develop furniture layouts, coordination of FF&E infrastructure and utility requirements, and to assist the District with the development of space standards driven by FF&E. Please address added benefits such as economies of scale, services during procurement, and design coordination and interface with Architects and their sub-consultants.
- 2.2.4** Outline your firm's ability to manage FF&E on a program level while at the same time translating the results of those efforts in providing guidance and services on a project level basis, creating a structure that can be replicated for each of the projects in the measure J bond program, resulting in potential savings to the District.
- 2.2.5** Describe your firm's qualifications and approach in helping the district establish performance criteria and selection of FF&E while managing the participatory governance process. Describe your approach in working with District faculty members, operations and maintenance staff, information technology staff, user group committees, project managers, architects, engineering sub-consultants, to build consensus and arrive at unified decisions on standards and product selection.
- 2.2.6** Provide case studies demonstrating the implementation of program level FF&E services in a community college district environment and how those services translated to consistency, efficiency, improved product quality, and savings to the District on specific projects that followed. Provide lessons learned that will benefit the NOCCCD bond program.
- 2.2.7** Describe your firm's qualifications and capacity to provide project specific FF&E management services during all phases of capital improvement projects; assisting the architect with space planning of FF&E items during the development of architectural programs and criteria documents; continuing FF&E planning services during schematics design phase, assisting with FF&E selection, FF&E specifications, and interface during design development and working drawing phases. Scope to include providing management and oversight of FF&E during the bidding, procurement, delivery, and

installation stages of the construction and closeout phases.

2.3 Project Team Summary

Identify key team members of your team that would be involved in providing the services described in this RFQ/P, relevant qualifications, responsibilities, and Resumes.

2.4 Company Financial Statements – Five (5) years (Income Statement, Balance Sheet and Statement of Cash Flows)

2.5 Pricing – Present your firm’s methodology for establishing cost proposals include labor hour rates for each position within the company that may perform services to fulfill Scope of Work.

2.6 Contract Terms and Conditions; Additions, Deletions and /or Exceptions (Exhibit A-1 and A-2)

FIRM wishes to add, delete and/or take exception to any of the terms of this RFP, they must be stated on the “Additions, Deletions and/or Exceptions” form provided in this RFP,

2.7. References Form (Exhibit B)

As many verifiable public agency references from a California community college as available, shall be listed on the “References” sheet provided in this RFP. This list may include current and former clients, all of whom are able to comment on the FIRM’s related experience.

2.8. Business Profile Form (Exhibit C)

This form shall be completed in its entirety. If additional space is needed, additional pages may be attached.

The cost for developing the Proposal is the sole responsibility of the FIRM. All proposals submitted become the property of the District.

All proposals shall be signed and the title and company name indicated. A proposal by a corporation shall be signed by an authorized officer, employee, or agent with his or her title.

FIRM deviating from specifications must specify any and all deviation(s) on Exhibit A-1 and A-2. Failure to note said exceptions shall be interpreted to convey that the FIRM shall propose to perform in the manner described and/or specified in this solicitation. If exception(s) are taken or alternatives offered, complete descriptions must be shown separately.

Be advised that all information contained in proposals submitted in response to this solicitation may be subject to the California Public Records Act (Government Code Section 6250 et seq.), and information’s use and disclosure are governed by this Act. Any information deemed confidential or proprietary should be clearly identified by the FIRM as such. It may then be protected and treated with confidentiality only to the extent permitted by state law.

SECTION 4 – GENERAL

1. Request for Clarification/Information (RFC/RFI)

Questions regarding the meaning of the Scope of Work, Technical Requirements, or other pre-proposal documents shall be directed to **Jenney Ho, District, Director Purchasing, via email, at jho@nocccd.edu**. To be given consideration, request(s) must be in writing and received by the date listed on the RFP Events Schedule for “Last Day for FIRMs to submit questions”. Any and all such interpretations and any supplemental instructions will be posted Purchasing’s website at <https://www.nocccd.edu/vendors-and-contractors-289/2422/bid-and-proposal-opportunities> later than the date fixed as “Last Day for District to answer questions”. All addenda so issued shall become part of the contract documents. **Under no circumstances may the FIRM contact faculty, staff, administrators, members of the evaluation team, the using departments/divisions, and members of the Board of Trustees. If a prior relationship**

exists between FIRM, District, and/or Campus, FIRM may only discuss matters for which the FIRM is contracted. Failure to comply with this provision may deem FIRM's Proposal non-responsive.

2. Addenda

The effect of all addenda to the RFP documents shall be considered in the Proposal, and said addenda shall be made part of the RFP documents and shall be returned with them. Before submitting a Proposal, each FIRM shall ascertain whether or not any addenda have been issued. Failure to include any such addenda in FIRM's Proposal may render the Proposal invalid and result in its rejection. **FIRMs are primarily and ultimately responsible for ensuring that they have received any and all Addenda.** To this end, each FIRM should access Purchasing's website at <https://www.nocccd.edu/vendors-and-contractors-289/2422/bid-and-proposal-opportunities> to verify that he/she has received all Addenda issued, if any.

3. Request for Proposal (RFP) Submittals

In the case of this RFP, it should be noted that the documents submitted by prospective FIRMs are competitive sealed proposals and not competitive sealed bids. By their nature, proposals will include a number of variables that will vary based on the complexity of the product or service addressed within the proposal.

When proposals are opened, prices and other information will not be made public until the proposal is awarded. There shall be no disclosure of any FIRMs information to competing FIRMs prior to the award of the proposal. At that time, the executed contract and proposals will become public information. Accordingly, each Proposal should be submitted on the FIRMs most favorable terms from a price and technical standpoint.

4. Award of Contract

Proposals will be analyzed and award shall be made to the responsible FIRM whose Proposal is determined to be the most advantageous to the District and Campus, taking into consideration price and the criteria established for evaluation set forth in the RFP.

The District and Campus may make such investigations as it deems necessary, to determine the ability of the FIRM to provide the goods and/or service as specified, and the FIRM shall furnish to the District and Campus, as is commercially reasonable, all such information and data for this purpose. The District and Campus may discuss or negotiate with one or more companies prior to award and reserves the right to reject any proposal.

The District and Campus reserves the right to reject any or all proposals, either separately or as a whole, any item or items, to waive informalities, technical defects and minor irregularities in proposals received and to select the Proposal(s) deemed most advantageous to the District and Campus, and is not to be bound to accept the lowest price. Should the District and Campus elect to waive a right, it will not constitute an automatic waiver of that right in the future nor will it impact any other right or remedy.

The District reserves the right to withhold award of contract for a period of ninety (90) days following RFP opening. All proposals received are considered firm for that ninety (90) day period.

The District reserves the right to award one or more contracts on the proposals submitted, either by award of all items to one FIRM or by award of separate items or groups of items to various FIRMs as the interests of the District and Campus may require, unless the FIRM clearly specifies otherwise in his bid.

Upon acceptance by District, a contract will be issued to the successful FIRM and shall be deemed to result in a binding contract incorporating the solicitation, Proposal, and terms and conditions contained herein without further action required by either party. Items are to be furnished as described in the RFP and in strict conformity with all instructions, conditions, specifications, and provisions in the complete contract, as defined by this clause or any related integrated agreement.

SECTION 5 – DISTRICT STANDARD CONTRACT FORM
SAMPLE AGREEMENT FOR CONSULTANT SERVICES

This AGREEMENT is made and entered into this _____ day of _____ in the year of **2015** 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: **to Present Information Related to Student Support** 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 _____ and will diligently perform as required and complete performance by _____.

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.

5. CONSULTANT shall receive direction, co-operate, and work collaboratively with the DISTRICT's representatives on the Campuses, namely, the Campus Project Manager.

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. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement consultant costs shall be deducted from payments to 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 direct personnel and 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 in accordance with Exhibit "A."
 - 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 CONSULTANT's 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.

4. 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.

5. 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.

6. This AGREEMENT shall be governed by the laws of the State of California.

7. 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.

8. 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.

9. 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.

10. Time is of the essence with respect to all provisions of this AGREEMENT.

11. 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.

12. 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

CONTRACTOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

[TO BE INCLUDED IN FUTURE ADDENDUM TO RFP]

**EXHIBIT A - 1
CONTRACT TERMS AND CONDITIONS**

Each FIRM must state below whether it accepts the attached standard form of District agreement ("Agreement"). Any exceptions must be included, if at all, with FIRM's proposal submission.

NOTE: Exceptions taken to terms and conditions may be a negative factor in evaluation of FIRM's proposal or disqualification.

Initial the Appropriate Choice, below:

_____ FIRM **accepts** the form of Agreement **without exception**.

or

_____ FIRM proposes **exceptions/modifications** to the form of Agreement. If this choice is selected, FIRM shall:

- 1. Summarize any and all exceptions to the form of Agreement in Exhibit A-2 to this form, and
- 2. Enclose both a "red-lined" version of the Agreement, which clearly shows each proposed exception/modification, and
- 3. Provide a written explanation to substantiate each proposed exception/modification.

Signature of FIRM's Authorized Representative

Printed Name

Title

Email address

Phone Number

Date

Name of FIRM (Company)

Address

City, State, Zip

Fax Number

**EXHIBIT B
REFERENCES**

PROPOSER shall provide as many customer references with three (3) or more years experience with the FIRM as available. Local and similar size contract references are preferred.

REFERENCE #1

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

REFERENCE #2

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

REFERENCE #3

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

*Make additional copies as needed

EXHIBIT C
BUSINESS PROFILE

All FIRMs shall submit the information as requested below.

- 1. Length of time your company has been in business: _____
- 2. Length of time at current location: _____
- 3. Names and titles of all officers of the company: _____

- 4. Is your company a sole proprietorship doing business under a different name? YES NO
If yes, please indicate sole proprietorship name and the name you are doing business under:

- 5. Is your company incorporated? YES or NO
- 6. Please indicate your Federal Tax Number: _____
- 7. Payee and remittance address that will appear on invoices: _____

- 8. Physical Address:

- 9. Total number of employees _____ Full time _____ Part time _____
- 10. Identify personnel to be assigned to the District project, i.e. Supervisor, Foreman, Laborer, etc. and their qualifications (Attach additional pages labeled Exhibit E - Personnel).

**EXHIBIT D
SUBMITTAL CHECKLIST**

This checklist is provided to assist in the preparation of FIRM's proposal. It is only intended as a guide. It is the FIRM's responsibility to read the RFP thoroughly and comply with all requirements.

All proposals should include, but are not limited to, the following forms:

- LETTER OF TRANSMITTAL** – all requested information included, including acknowledgement of all addenda, and signed by authorized representative

- RESPONSE TO MANDATORY REQUIREMENTS** – include narrative, resumes, experience and qualifications, and five (5) years of financial statements

- EXHIBIT A – 1 - Contract Terms and Conditions** – complete as requested

- EXHIBIT A – 2 - Additions, Deletions and/or Exceptions** - if none, write “NONE” and submit

- EXHIBIT B - References** – complete as requested

- EXHIBIT C - Business Profile** – complete as requested

- Addenda (if any)** – be sure all addenda are completed, signed, and submitted with proposal