



**RFP # 1819-07,
REQUEST FOR PROPOSALS
EDUCATIONAL & FACILITIES
MASTER PLANNING SERVICES**

RFP Questions Due Date:

January 25, 2019 @ 5:00 p.m.

RFP Due Date:

February 14, 2019 @ 2:00 p.m.

TABLE OF CONTENTS

| | |
|--|----|
| 1.0. INTRODUCTION..... | 1 |
| 2.0 GENERAL INSTRUCTIONS | 1 |
| 3.0. PROJECT DESCRIPTION | 4 |
| 4.0. PROPOSAL SUBMITTAL..... | 6 |
| 5.0. SELECTION PROJECT SCHEDULE | 6 |
| 6.0 DELIVERY OF PROPOSALS..... | 7 |
| 7.0. RESPONDENT’S COST | 8 |
| 8.0. QUESTIONS FROM RESPONDENTS | 8 |
| 9.0. PROPOSAL REQUIREMENTS..... | 9 |
| 9.02 Required Content of Proposals | 10 |
| 10.0 SUBMITTAL EVALUATION..... | 16 |
| 11.0 CONTRACT AWARD | 16 |
| Attachment A FEE PROPOSAL | 17 |
| Attachment B CONSULTANT DECLARATION..... | 18 |
| Attachment C DRUG-FREE WORKPLACE CERTIFICATION | 20 |
| Attachment D NON-COLLUSION AFFIDAVIT | 22 |
| Attachment F AGREEMENT FOR CONSULTANT SERVICES | 23 |

1.0. INTRODUCTION

The District is seeking proposals from qualified consultants to assist the District's administration, faculty, and staff in preparing a ten (10) year Educational and Facilities Master Plan (EFMP) for 2021-2030. Qualified professional firms and/or individuals must have demonstrated the ability to successfully develop, compose and produce an Educational Master Plan, while encompassing and defining prospective areas of interest beyond those which are presently served. In addition to the Educational Master Plan, the proposing firm must have demonstrated ability to successfully develop, compose and produce a comprehensive Facilities Master Plan for all of the District's campuses, while encompassing and defining areas of interest based upon the results/direction of the completed Educational Master Plan.

2.0 GENERAL INSTRUCTIONS

2.01 Standard District Documents, Forms, and Additional Information

The following documents are a part of this RFP and contain information which may have been updated from prior versions. Respondents are advised to ensure that they have the most recent documents. These documents are attached to the RFP as detailed below.

Attachments:

- A. District Standard Consultant Agreement;
- B. Drug-Free Workplace Certification;
- C. Non-Collusion Affidavit;
- D. Consultant Declaration.

The selected Respondent, should the Respondent agree to perform the Project offered, will sign the Agreement as-is. Modifications to the Agreement may be discussed should the District choose to exercise this option.

2.02 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 and/or the interview process shall in no way be deemed to create a binding contract or Agreement of any kind between the District and the Respondents.

2.03 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 Respondent 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.

2.04 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 Respondent from full compliance with the specifications if awarded the contract.

2.05 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 Respondent. 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.

2.06 Cancellation

While it is the intent of the District to award to the successful Respondent, 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.

2.07 Joint Ventures

Where two (2) or more Respondents desire to submit a single submission in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. The District intends to contract with single firm and not with multiple firms doing business as a joint venture.

2.08 Exceptions / Deviations

Any exceptions to or deviations from the requirements set forth in this RFP, must be declared in the submission by the Respondent. Such exceptions or deviations must be segregated as a separate element of the submission under the heading "Exceptions and Deviations". If you wish to present alternative approaches to meet the District's work requirements, these should be thoroughly explained.

2.09 Failure to Execute the Consultant Agreement

Failure to execute the Consultant Agreement within the timeframe identified in the Project Schedule shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to

execute the Consultant Agreement. If the selected Respondent refuses or fails to execute the Consultant Agreement, the District may award to the next qualified, highest-ranked Respondent.

2.10 Schedule

The District shall schedule and coordinate the Respondent's work and the work of others, and the Respondent 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 Respondent.

2.11 Commencement of Work

Upon award of this contract, the District shall provide written notification to the Respondent by means of an Authorization to Proceed letter, accompanied by District purchase order document. No work shall commence until such written authorization has been duly executed.

2.12 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.

2.13 Independent Contractor

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

2.14 Covenant Against Gratuities

Respondent warrants that no gratuities (in the form of entertainment, gifts, etc.) were offered or given by the Respondent, any agent or representative of the Respondent, 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 Respondent agreed to supply shall be borne and paid by the Respondent. 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.

2.15 Prevailing Wages: Respondents are aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public work" and "maintenance" projects. The Respondent must agree to fully comply with and to require its consultants to fully comply with such

Prevailing Wage Laws to the extent applicable. All project cost estimates shall include such consideration.

3.0. PROJECT DESCRIPTION

The selected Respondent will be required to produce written, graphic, and digital documentation of the EFMP, as well as plans for individual campuses, that address the changing landscape in higher education and specifically the continuously evolving environment in the California Community Colleges. The Respondent will assist the District in the planning process from initial phase of research through adoption of the plan by the District's Board of Trustees. The EFMP consultant will collaboratively work with District leadership, Strategic Planning Committee Members, and other District constituencies and committees to develop the EFMP through participation in data collection, site analysis, development of standards, committee meetings and public review.

3.01 Final Product

The final product shall include but not be limited to:

1. A planning document that will outline the District's plan to transform itself into a higher educational institution of the future,
2. New District-wide strategic directions to address the changing landscape in higher education
3. A Facilities Master Plan (FMP) that validates existing facilities planning through 2025 with future planning through 2030. A critical component of the final product will be development of the identity and direction for the District as a whole.

3.02 Educational Master Plan

The intent of the Educational Master Plan is to assess the external and internal environment at the District, and provide recommendations on instructional and support programs that will meet the changing needs of the community. The objective of the Educational Master Plan is the identification of both current and potential future programs of instruction and support services (including expansion of existing programs, addition of new programs and distribution of courses, programs, and services among the District's campuses), and the development of a distinct identity and direction for the District as a whole. The District's program reviews, District and campus strategic plans, SEA integrated plans, plans for implementation of Guided Pathways, planning for the implementation of the Strong Workforce Program and established collegial governance and decision-making processes provide the foundation for this iteration of the District's Educational Master Plan. It is imperative that the Respondent work with existing District and campus planning processes and maximize usage of existing planning documents/products. As well, the District's Educational Master Plan must align with various State-level initiatives including Vision for Success, Guided Pathways,

Student Centered Funding Formula (SCFF), Student Success Metrics (SSM), Student Equity and Achievement Program (SEA) and Strong Workforce Program (SWP). The Educational Master Plan shall provide a foundation for the Facilities Master Plan.

3.03 Educational Master Plan Goal

Implement and lead a course of action within the District's collegial consultation processes to assess the current instructional programs and support services, and to determine the need for future instructional programs and support services to serve the community.

Activities and Expected Outcomes:

1. Within the collegial consultation processes of the District, with significant input and participation of students, faculty, staff and managers, develop an NOCCCD master planning process with timeline.
2. Collaborate with the colleges and District to analyze current conditions and future plan to be maximum effective with the new Student Centered Funding Formula (SCFF).
3. Review current planning documents and concepts such as the Technology Plan, Environmental Scan, current Educational and Facilities Master Plans, District and campus Strategic Plans, program reviews and labor market information available through Emsi and Orange County Business Council.
4. After review of data as outlined in #3 and other research by the consultant, present findings on the following:
 - a. Conditions external to the District.
 - b. Higher education policy and economic resources
 - c. Population served
 - d. Housing
 - e. Economy and employment
 - f. Opportunities for the future.
 - g. Labor markets conditions and demands
 - h. Planning considerations for potential new programs in the context of both the Strong Workforce Program and Guided Pathways
5. Craft a new set of Strategic Goals/Directions for the District through 2030.

3.04 Facilities Master Plan

The intent of the Facilities Master Plan is to establish the short- and long-term facilities needs of the District based on the Educational Master Plan. The objective of the Facilities Master Plan is to determine current and future space needs, identify the building/facilities required, establish building/facilities priorities, formulate project costs, and recommend a resource allocation plan for the District.

While the District has established planning processes and many planning documents and has the internal capacity to develop many of the required components of its Educational and Facilities Master Plan, the District's goal is to produce exceptional plans that, by virtue of engaging a committed team of qualified professionals, exceed and expand on that which the District is able to currently produce under the constraints of its ongoing, daily educational responsibility to its communities. The District's Educational Master Plan must provide a high level direction for the future of the District to not only address student success and equity among traditional college age students but also working adults. The District's Facilities Master Plan must address physical space needs as well as the use of technology to enhance teaching and learning for all students in the District.

3.05 Facilities Master Plan Goal

The goal of the Facilities Master Plan is to address the Educational Master Plan by validating current facilities planning through 2025, and expanding beyond to 2030, that incorporates technology for teaching and learning in the future.

Activities and Expected Outcomes:

1. Validate District's facilities planning through 2025.
2. Validate District's planning for Phase II of Measure J and beyond.
3. Visioning and high level space planning for all District sites through 2030 based on the directions outlined in the Educational Master Plan.

4.0. PROPOSAL SUBMITTAL

All submittals shall be considered firm offers, subject to acceptance by the District, and may not be withdrawn for a period of 180 calendar days following the last day to accept submittals. Submittals may not be amended after the due date, except by the consent of the District. **Faxed proposals will not be accepted.**

5.0. 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 Respondents 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 Respondent and the signor of the RFP.

The District has the sole authority to select the final consultant(s)/firm((s), 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 | |
|---|--|
| <u>Schedule Activities</u> | <u>Dates</u> |
| RFP distributed | December 21, 2018 |
| Pre-Proposal Conference | January 11, 2019 @ 1:00 p.m. Anaheim Campus 1830 W. Romneya Drive, Anaheim, CA 92801 Room 105 |
| Request for Information via email to jho@nocccd.edu | January 25, 2019 @ 5:00 PM |
| Issue Addendum | January 31, 2019 |
| Proposals Due | February 15, 2019 @ 2:00 PM All late submittals will be automatically disqualified. |
| Proposal Review | TBA |
| Shortlist Decision | TBA |
| Interviews | TBA |
| Board of Trustees Meeting | TBA |

6.0 DELIVERY OF PROPOSALS

6.01 Proposals must be delivered to the address below at or before the time and date set in the Selection Process Schedule.

Name: Jenney Ho
 Title: District Director, Purchasing
 Department: Purchasing Department, 8th Floor
 Address: 1830 West Romneya Drive, Anaheim, CA 92801

Telephone: (714) 808-4776
E-Mail: jho@nocccd.edu

- 6.02 It is the Respondent's responsibility to ensure submittals are received on or before the deadline and at the identified location. A postmark will not be accepted as meeting the delivery requirement. Deliveries by third party carriers, including but not limited to the U.S. Postal Service, FedEx and United Parcel Service, are routed through the District's Mailroom and may experience delay beyond the carrier's stated delivery timeframe. Hand delivery should include time allowances for limited parking, the possibility of elevator failure, or other potential obstacles of reaching the delivery location in a timely manner. Proposals delivered to other places will not be considered.

In order to be considered "on time", a submittal must either be date-stamped or bear a handwritten inscription by an authorized District representative confirming receipt by the above specified deadline.

Late submittals may be returned to the Respondent or discarded without evaluation and the Respondent 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. RESPONDENT'S COST

Each Respondent 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 Respondent's sole expense, and the District is not, under any circumstances, responsible for any cost or expense incurred by the Respondent. Respondents shall not include any such expenses as part of their Proposals.

8.0. QUESTIONS FROM RESPONDENTS

8.01 Clarifications and Questions from Respondents

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 relative 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 Respondent 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 Respondents

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 Respondent to receive any addenda shall not relieve the Respondent from any obligation therein. Respondents must respond within two business days after receipt of addenda or Respondent may be disqualified.

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

Name: Jenney Ho
Title: District Director, Purchasing
Campus: North Orange County Community College District
Address: 1830 West Romneya Drive, Anaheim, CA 92801
Telephone: (714) 808-4776
Fax: (714) 808-4776
E-Mail: jho@noccd.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.

9.0. PROPOSAL REQUIREMENTS

Respondents shall submit a Proposal in accordance with the following instructions:

9.01 Proposal Contents

All materials submitted in response to the RFP shall be on 8-1/2” x 11” standard white paper in portrait orientation with each page clearly numbered on the bottom. All submitted materials must be bound in a plastic spiral bound notebook. Do not submit three ring binders or spine bars. All other forms of submittals will be rejected and considered disqualified.

Submittals should be typed, minimum size font is ten (10), and should not include any unnecessarily elaborate or promotion material. Lengthy narrative is discouraged; submittals should be brief and concise. The form, content, and sequence of the submittals should follow the outline listed in this RFP.

Submit **twelve (12)** complete hard copies of the Proposal and one **(1)** copy as a digital file, PDF format, on a USB flash drive in a sealed envelope with the following clearly marked on the outside:

“[Respondent’s Firm Name]”
“Submittal Responding to RFP No. 1819-07”

- A. The original copy shall be marked "Original" and must be wet signed by a person authorized to bind the Respondent. Additional copies may be photocopies.
- B. Each section under "Required Content of Proposals" shall have tabbed dividers. Tabbed dividers shall be used to identify and separate the sections of the Proposal which correspond to the information requested in this RFP.
- C. The Proposal shall not exceed 10 pages, excluding Transmittal Letter, Cover Page, Table of Contents, Tabs, and District required forms. Non-responsive Proposals will be automatically disqualified. Additional time will NOT be given to provide missing information.
- D. **Added Materials:** Respondents are not prohibited, but are discouraged, from submitting additional materials, not required in the RFP Contents/Format. However, if a Respondent decides to submit additional materials, this documentation should be separately bound from the information requested and labeled "Additional Information". The Evaluation Team may choose to review the additional material but will not be required to do so.

9.02 **Required Content of Proposals**

The Proposals shall provide the following required 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 10-pages.** Separating tabs, tab 1B, and items listed under tab #6 will not count towards the 10-page limit. All other materials will be counted towards the 10-page maximum limit.

Adhere to the following organization in the Proposals by providing tabs for sections listed below as noted:

Tab 1 - Introduction 10 POINTS

A. Cover Letter / Transmittal Letter / Introduction, one (1) page maximum.

A cover letter of transmittal shall be addressed to the **District's Managing Office** and must, at a minimum, contain the following:

1. Identification of the offering Firm(s) including name, mailing address, e-mail address, telephone number, and fax of each Firm;

2. Cover letter must include referencing the RFP and confirms that all elements of the RFP have been read and understood;
3. Proposed working relationship among the offering firms (i.e. prime-subcontractor), if applicable. If this does not apply, then state that it does not apply;
4. Acknowledgement of receipt of all RFP addendums, if any (this acknowledgement is in addition to the acknowledgment required pursuant to section 6.00) ;
5. Name, title, address and telephone number of contact person during period of Proposal evaluation;
6. A statement to the effect that the submittal shall remain valid for a period of not less than one hundred and eighty (180) days from the due date for submittals;
7. Identification of any information contained in the Proposal which the Respondent deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others under the state Public Records Act (a blanket statement that all contents of the submittal are confidential or propriety will not be honored by the District);
8. A statement of understanding of the insurance requirements in the sample District Standard Consultant Agreement including a statement that the Respondent is able to meet those requirements if a contract is offered to the Respondent, and
9. Wet signature on the original copy of a person authorized to bind the offering Firm to the terms of the submitted Proposal.

B. Table of Contents.

Immediately following the transmittal letter and introduction, there should be a complete Table of Contents for material included in the submittal.

Tab 2 – Qualifications, Related Experience & References 30 POINTS

This section should establish the ability of the Respondent (and its subcontractors, if any) to satisfactorily perform the required work by reasons of demonstrated competence in the services to be provided, the nature and relevance of similar work currently being performed or recently completed, record of meeting schedules and deadlines of other clients, competitive

advantages over other firms in the same industry, firm certifications, strength and stability as a business concern, and supportive client references. Information should be furnished for both the Respondent and any subcontractors included in the Proposal. **Maximum two (2) pages.**

Include the following:

- A. 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.
- B. Disclose any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may affect the Respondent'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.
- C. Describe your experience with public and private education projects. Describe specific experience with community colleges.
- D. Provide a list of business clients, especially community college or other higher educational institutions, to which your Firm is currently providing similar services/products. 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.
- E. The Firm must have an acceptable history of working proactively to avoid litigation. Provide specific information on termination for default, litigation settled or judgments or criminal convictions for false claims within the last five (5) years. Submit in a separate, sealed envelope labeled "CONFIDENTIAL", with your Proposal. These pages will not be counted towards the 10-page maximum. In the Proposal, clearly indicate to refer to the separate, sealed envelope. If your Proposal does not state to refer to the envelope or you fail to state that you

have no pending litigation issues, you will receive zero (0) points for this section.

Tab 3 – Proposed Staffing and Project Organization

20 POINTS

This section should discuss the staff of the Respondent, who would be assigned to work on the District’s EFMP. The makeup of the proposed Project team and their ability to communicate and work effectively with the rest of the team is of critical importance to the District. Should the interview process described in the RFP be exercised by the District, it will be an integral part of the evaluation process.

Include the following:

- A. Identify the key personnel from your Firm that would be assigned to the District's EFMP. Include a brief description of their qualifications, certifications, job functions, and office locations.
- B. Furnish brief resumes (not more than two (2) pages long) for all key personnel. Include the resumes as part of an appendix, not in the body of the Proposal. Resumes will not count towards the 10-page limit.
- C. Designate a Project Manager who would become the District's primary contact person.
- D. If more than two (2) people will be assigned to the District's EFMP, include a simple organization chart which clearly delineates communication/reporting relationships among the Project staff.
- E. Identify any proposed subconsultants and any other relevant disciplines. List professional license numbers and dates. Include business address, e-mail addresses, telephone numbers, and fax numbers. Include the resumes for appropriate members of these consultants as part of an appendix, not in the body of the Proposal. Resumes will not count towards the 10-page limit.
- F. Highlight any areas of the Respondent’s Proposal that warrant the special attention of the District Evaluation Team, especially EFMP services that the team has

completed together in the local area, that demonstrate their ability to successfully complete a project.

Tab 4 – Cost and Price

10 POINTS

This section should disclose all charges to be assessed to the District for the required services. The Agreement will be a fixed phase fee with a not-to-exceed amount, not hourly rates.

Include the following:

- A. Submit a proposed fee schedule including fully burdened hourly rates for each title/individual proposed for the work. Clearly identify the scope of basic services and specify any work that would be considered additional services. It is the Firm’s responsibility to understand the complexity of the District as well as the complexity of the proposed work and to submit a not-to-exceed fee accordingly.
- B. Should the District request services outside the scope of work, the hourly rates will apply. For all persons and labor classifications proposed in the preceding “Proposed Staffing and Project Organization Plan”, provide a schedule of hourly labor rates. The rates should be quoted as fully-burdened (i.e. director labor + overhead + profit) hourly rates and must include any administrative rates. The rates will be for the duration of the Project and will not increase per year; plan accordingly.
- C. Include fee for services bound separately in a sealed envelope within the proposal submittal using the format described in Attachment A – Fee Proposal. It shall signed by the Principal in Charge and the Principal Planner designated for this project.
- D. The Fee Proposal will remain confidential and will be reviewed separately after qualifications are established.
- E. The Fee Proposal shall be submitted in a separate envelope and include all costs to complete the scope of work. Firms selected for an interview must submit a detailed breakdown of the fee by deliverable at the time of the interview.

- F. Provide a list of hourly rates for anticipated positions within the Firm's organization structure sealed with the fee proposal. Additional services shall be billed to the District at the Firm's contracted hourly rates. Such rates shall include all labor, materials overhead and profit and other direct and indirect costs including incidental travel.
- G. Provide a signed statement by the Principal in Charge that the proposal is valid for 180 days from the time of submission.
- H. Provide a signed statement that the named people will actually perform the work when the project begins.

Tab 5 – Exceptions / Deviations

10 POINTS

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

Tab 6 - Attachments

10 POINTS

A. Supporting Documents:

Furnish, as appendices, those supporting documents (i.e. staff resumes) requested in the preceding instructions.

B. Additional Information:

Include any additional information you deem essential to a proper evaluation of your submittal and which is not solicited in any of the preceding sections. Proposers are cautioned, however, that **this does not constitute an invitation to submit large amounts of extraneous material. Appendices should be relevant and brief.**

C. Affidavits and Certification Forms

As evidence of conformance to the District's policies, complete and include as an attachment to your submittal the Drug-free Workplace Certification, Non-Collusion Affidavit, and Consultant Declaration in Attachments B, C D, and E of this RFP. If your Firm does not comply with one (1) or more of these

policies, declare this and explain the reasons. Non-Collusion Affidavit must be notarized.

RFP Overall Contents

10 POINTS

RFP was clear, concise, easy to read, and followed directions.

Total Maximum Points

100 TOTAL POSSIBLE POINTS

10.0 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. Each question will be scored against an ideal proposal in the opinion of the District’s Evaluation Team; the ideal proposal would receive the maximum number of points possible as indicated.

If all information is not provided, the Proposal will be considered non-responsive. Each question is assigned a maximum score in relation to the District’s assessment of the associated contribution toward achieving Project goals.

Upon selection of the most qualified Respondents, the District may require the qualified Respondent(s) to interview, in-person, with the Evaluation Team and/or the Board of Trustees, to further explain their submittals. Respondents are advised that award may be made without interviews or further discussion.

Respondents are advised that there is no appeals process and the selection of the award is at the sole discretion of the District. The decision made by the Evaluation Team and accepted by the District will be final.

11.0 CONTRACT AWARD

It is the intent of the District to award one (1) Consultant Agreement as the result of this RFP. However, the District reserves the right to apportion the requirements of this RFP among multiple consultants if this is determined to be in the District’s best interests.

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.

End of Request for Proposals

**Attachment A
FEE PROPOSAL**

A. Fixed Fee (Not to Exceed): Provide a list of hourly rates for anticipated positions within the Consultant's organization structure sealed with the fee proposal. Additional services shall be billed to the District at the Consultant's contracted hourly rates. Such rates shall include all labor, materials, overhead and profit (OH&P), and other direct and indirect costs including incidental travel. Firms selected for a final interview must submit a detailed breakdown of the fee by deliverable at the time of the final interview.

B. Reimbursable Expenses: Please indicate a not to exceed budget for reimbursable expenses. Provide a complete breakdown of all reimbursable expenses. The District does not reimburse for travel unless the Consultant is specifically directed to conduct an off-site visit.

TOTAL ESTIMATED PROJECT FEE *(Include all billable hours and costs referenced above in Sections A & B):*

\$ _____

**Attachment B
CONSULTANT DECLARATION**

Service Categories Prequalifying for: _____

Consultant (legal name of entity): _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Type of Firm: Individual Corporation Partnership Other (Specify)

Tax I.D. No.: _____ Date of Business Formed: _____

Date Incorporated (if applicable): _____ State of Incorporation: _____

| OWNERS, OFFICERS AND PRINCIPALS | | | |
|---------------------------------|------------------------|-----------------|-----------------------|
| <i>Name</i> | <i>Years with Firm</i> | <i>Position</i> | <i>% of Ownership</i> |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Consultant has attached a Certificate of Insurance demonstrating a valid insurance policy with policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate or has attached a letter from their insurer that such policy limits will be secured in the event that the Consultant is awarded the project.

Yes _____ No _____

Consultant has attached verification of a current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant Labor Code Section 3700 et. seq.

Yes _____ No _____

If answering 'yes' to any of the below listed questions, explain on a separate signed page.

Has there been any change in the control of the firm
In the last five years?

Yes _____ No _____

Have you declared bankruptcy or been placed in
receivership within the past ten years?

Yes _____ No _____

Are of the firm's owners, officers, and/or principals
connected with any other companies as subsidiary,
parent, or affiliate?

Yes _____ No _____

Has your firm been involved in any litigation, arbitration,
claim, or dispute of any kind with a public agency in
the past ten years?

Yes _____ No _____

Has your firm or any owner, officer or principal of your
firm ever been found guilty of violating any federal,
state or local law, rule or regulation regarding a
contract?

Yes _____ No _____

Has your firm ever failed to complete a contract within
the authorized contract time?

Yes _____ No _____

Has your firm received any notices threatening
termination?

Yes _____ No _____

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

Signature

Address

Name Printed or Typed

City and State

Attachment C
DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) Establishing a drug free awareness program to inform employees about all of the following:

- 1) The dangers of drug abuse in the workplace;
- 2) The person's or organization's policy of maintaining a drug-free workplace;
- 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
- 4) The penalties that may be imposed upon employees for drug abuse violations;

c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false Certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I

further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

NAME OF CONSULTANT

Signature

Print Name

Title

Date

**Attachment D
NON-COLLUSION AFFIDAVIT**

STATE OF CALIFORNIA

COUNTY OF _____

I, _____, being first duly sworn, deposes and says that I am the
(Typed or Printed Name)

_____ of _____, the party submitting the
(Title) (Proposer Firm Name)

foregoing Proposal. In connection with the Proposal, he/she undersigned declares, states and certifies that:

1. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Proposal is genuine and not collusive or sham.
3. The Proposer has not directly or indirectly induced or solicited any other Consultant to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other proposer or anyone else to put in sham proposal, or to refrain from proposing.
4. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price, or that of any other proposer, or to fix any overhead, profit or cost element of the proposal price or that of any other proposer, or to secure any advantage against the public agency awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Proposal and related documents are true.
6. The Proposer has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository or to any member or agent thereof to effectuate a collusive or sham proposal.

Executed this ____ day of _____, 2015, at _____.
(City and State)

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

Signature

Address

Name Printed or Typed

City and State

Attachment F
AGREEMENT FOR CONSULTANT SERVICES (sample)

This AGREEMENT is made and entered into this **DATE** day of **MONTH** in the year of **2017**, by and between the **NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”, and hereinafter **NAME**, 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: **PROJECT** 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 **DATE** and will diligently perform as required and complete performance by **DATE**.

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. 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 an amount not to exceed **\$000000.00**.
 - b. CONSULTANT shall invoice the District as follows: **Terms**. 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

CONTRACTOR

North Orange County Community

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____