



**RFQ # 1718-01**  
**REQUEST FOR QUALIFICATIONS (RFQ)**  
**FOR**  
**ARCHITECTURAL SERVICES**

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**Mandatory Pre-Proposal Meeting Date:**

June 13, 2017 @ 10:30 A.M.

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**RFQ Questions Due Date:**

July 6, 2017 @ 5:00 P.M.

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**RFQ Due Date:**

August 10, 2017 @ 2:00 P.M.

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

## **Request for Qualifications (RFQ) for Architectural Services for Inclusion in a District Pool for a Three (3) Year Period**

### **1.00 INTRODUCTION**

#### **1.01 Purpose of RFQ**

The North Orange County Community College District (“District”) is inviting submittals of Statements of Qualifications (“SOQ”s) from interested and qualified Architecture Firms (“Consultant”) to provide comprehensive professional services for various projects. The District expects to conduct significant construction projects at each of our two (2) campuses over the next 15 years. This RFQ seeks to pre-qualify Consultants that demonstrate the highest level of experience and capability to provide architectural services.

Selection will result in a pool of Architectural Service Providers (“Architectural Services Pool” or “Pool”) expected to provide comprehensive services to the District on an as-needed basis over the next three (3) years. If you would like to submit a response to this RFQ, review “Instructions for Submitting a SOQ” section for instructions. This document outlines the requirements, selection process, and documentation necessary to submit qualifications in response to this solicitation.

The District may modify the RFQ prior to the deadline for submittals by issuance of an electronic addendum on the District’s website ([www.nocccd.edu](http://www.nocccd.edu)). Acknowledging Consultants will receive a response via email with the addenda information if any is provided. Consultants must respond acknowledge of receipt of the addenda, via email, within two (2) business days to continue on with the selection process after receipt.

Selection for the Architectural Services Firms will be performed by the District evaluation committee (“Committee”). If the District determines it to be in their best interest, interviews may be arranged as part of the selection process.

Following identification of qualified Consultants selected for the Pool, the District may request project-specific Request for Proposal (“RFP”) on an as needed basis from the Architectural Services Pool. An Agreement will be awarded to the Consultant(s) which, in the judgment of the District, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee. Notice to Proceed on Project work is typically immediately upon receipt, from the Consultant, a fully executed Agreement and submittals of required documentation as approved by the District.

Pre-qualified Consultants in the Pool will be eligible to provide scope and fee proposals for specific assignments (“Task Order”) upon request from the District. The District may issue a Task Order, based on qualifications, performance on previous task orders, and an evaluation of the scope and fee proposal prepared for the specific Task Order.

The District reserves the right to request proposals from outside of the Pool of services at any time. The District reserves the right to request a scope of work and fee proposal from one or more of the Consultants in the Pool and may choose to award a Task Order to any of the Consultants at its sole discretion.

Attached is a copy of the District's Standard Consultant Agreement (Attachment A). The sample standard Agreement (Attachment A) is not to be included with the Consultant's SOQ submittal. Specific project needs may include only a portion of the services identified therein. The exact scope of services required by the District will be set forth in a project-specific RFP. Consultants are expected to identify, in the SOQ, the services for which they would like to submit. The selected Consultant, should Consultant accept the Project, will sign the Agreement as-is. Modifications to the Agreement may be discussed should the District choose to exercise this option.

**2.00 GENERAL INSTRUCTIONS** (Consultants should carefully read and follow all directions in this RFQ)

**2.01 Standard District Documents, Forms, and Additional Information**

The following documents are a part of this RFQ. Consultants are advised to ensure that they have the most recent documents. The following documents are attached to the RFQ as detailed below:

Attachments:

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

The Standard Consultant Agreement may be modified, based on project-specific needs, by the District. The selected Consultant, should the Consultant 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.

**2.03 No Commitment to Award / Non-Binding**

Issuance of this RFQ and receipt of SOQs does not commit the District to award an Agreement. This RFQ 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 Consultants. **Selection of a Firm to participate in the Pool of pre-qualified consultants does not guarantee the award of an Agreement.**

**2.04 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 RFQ. The decisions to provide a waiver shall in no way modify or compromise the overall purpose of the SOQ, nor excuse the Consultant from full compliance with all requirements if awarded an Agreement.

The District reserves the right to reject any or all proposals, to alter the selection process in any way, to postpone the selection process for its own convenience at any time. District is an equal opportunity employer.

**2.05 Rejection of SOQs**

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

**2.06 Disposition of the SOQs**

SOQs become the property of the District. The information contained in all SOQs shall be held confidential to the extent permitted by law. All materials, ideas, and formats submitted in response to this SOQ will become the property of the District upon receipt and may be returned only at the District's option.

**2.07 Cancellation**

While it is the intent of the District to include all pre-qualified successful Consultants, this solicitation does not obligate the District to enter into any agreement or contract. The District reserves the right to cancel this RFQ 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 RFQ.

**2.08 Modifications**

The District expressly reserves the right to modify any portion of this RFQ prior to the latest date/time for submission of RFQ responses. Modifications, if any, made by the District to the RFQ will be in writing; potential Consultants who have obtained this RFQ from the District prior to any such modifications will be issued modifications to the RFQ by written addenda.

**2.09 Exceptions / Deviations**

Any exceptions to or deviations from the requirements set forth in this RFQ, must be declared in the submission by the Consultant. Such exceptions or deviations must be segregated as a separate element of the SOQ 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.

**3.00 SCOPE OF SERVICES**

The District has determined the following service categories for which it is seeking Consultants. Consultants are eligible to pre-qualify in one or more service categories. The District reserves the right to add or delete the categories as it deems necessary.

The Scope of Services for each category is further defined below:

**A. Design Management**

Consultants will assist the District in the assessment of project needs, development of project criteria documents, and oversight of projects as necessary to ensure the District's and Campus' design interests are met. Furthermore, Consultants may be asked to conduct peer design reviews and assist in developing, issuing, and maintaining District design standards.

**NOTE:** Design Management Consultants **will NOT** be eligible to compete for Architectural/Engineering (A/E) services on the project in which they have been contracted to serve in an advisory capacity. However, pre-qualification in Design Management does NOT preclude firms from seeking A/E opportunities.

**B. Program Development, Procurement Support, & Delivery**

Provide general oversight, consultation, and leadership in the preparation and implementation of alternative delivery methods. Consultants will assist in the preparation, solicitation, and evaluation of RFQs/RFPs. Furthermore, Consultants may be asked to review, develop, support, or implement administrative policies and procedures associated with current bond management best practices.

**NOTE:** Consultants who assist in the preparation, solicitation, and evaluation of RFQ/RFPs **will NOT** be eligible to compete for Architectural/Engineering (A/E) services on the project in which they have been contracted to serve in this capacity. However, pre-qualification in the Program Development, Procurement Support, & Delivery category does NOT preclude firms from seeking A/E opportunities.

**C. Space Inventory, Enrollment Management, & Capital Project Planning**

Consultants shall develop and implement a space inventory, facility utilization, capital planning framework to facilitate efficient and effective use of the space based on the standardized methodologies of the California Community College Chancellor's Office (CCCCO). The Consultant will be expected to support the educational priorities of the District and its colleges by optimizing space allocation, projecting capital needs, identifying capital funding opportunities, and recommending strategies to best align educational goals with physical resources. Furthermore, the Consultant may be responsible for studying, verifying, and preparing space inventory, capacity-load, and 5-year capital improvement documents pursuant to the requirements of the CCCCCO.

**NOTE:** Consultants who assist in the preliminary design phase of a project or in preparation, solicitation, and evaluation of RFQ/RFPs **will NOT** be eligible to compete for Architectural/Engineering (A/E) services on the project in which they have been contracted to serve in an this capacity. However, pre-qualification in the Space Inventory, Enrollment Management, & Capital Project Planning category does NOT preclude firms from seeking A/E opportunities.

**4.00 SOQ SUBMITTAL**

All SOQs shall be considered, subject to acceptance by the District, and may not be withdrawn for a period of 120 calendar days following the last day to accept SOQs. SOQs may not be amended after the due date, except by the consent of the District. **Faxed SOQs will not be accepted.**

4.01 *Selection Process Schedule*

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

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

Scheduled Activities	Dates
RFQ Advertised – 1 <sup>st</sup> Advertisement to prospective Consultants.	6/1/2017
RFQ Advertised – 2 <sup>nd</sup> advertisement to prospective Consultants.	6/8/2017
Mandatory Pre-Proposal Meeting. If you do not attend this meeting, you will be disqualified and not be able to continue in the process.	6/13/2017 @ 10:30 a.m., Room 107, Anaheim Campus, 1830 W. Romneya Drive, Anaheim, CA 92708
Last day to submit SOQ questions.	7/6/2017 @ 5:00 p.m. via email <a href="mailto:jho@nocccd.edu">jho@nocccd.edu</a>
Last day to respond to SOQ questions.	7/13/17 @ 5:00 p.m. via addendum
SOQ due. All late submittals will be automatically disqualified	8/10/2017 @ 2:00 p.m. Anaheim Campus, Purchasing Department, 1830 W. Romneya Drive, 8 <sup>th</sup> Floor, Anaheim, CA 92708
SOQs reviews by Selection Committee to be placed in the District Pool.	8/14/2017-9/1/2017
Information to the Board of Trustees.	October 12, 2017
Selected Consultants informed.	October 13, 2017

**4.02 Delivery of SOQs**

SOQs 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 of Purchasing  
 Department: Purchasing Department, 8<sup>th</sup> Floor  
 Address: 1830 West Romneya Drive, Anaheim, CA 92801  
 Telephone: (714) 808-4776  
 Fax: (714) 808-4762  
 E-Mail: [jho@nocccd.edu](mailto:jho@nocccd.edu)

**4.03 Responsibility for Timely Delivery of SOQs**

It is the Consultant’s responsibility to ensure SOQs 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. SOQs delivered to other places, even if on the campus, will not be considered.

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

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

#### 4.04 **Consultant's Cost**

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

### 5.00 **QUESTIONS FROM CONSULTANTS**

#### 5.01 **Clarifications and Questions from Consultants**

All communications regarding this RFQ including requests for information or clarification of the intent or content of this RFQ must be received by the District's Managing Office shown below with a cc to the District's Purchasing Office, in writing via email to the email addresses contained in sections 6.01 and 6.02, 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 RFQ. 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 posted on the District's website ([www.nocccd.edu](http://www.nocccd.edu)) on or before the date fixed for issuing addenda as stated in the Selection Process Schedule. **All Consultant shall be responsible for the contents of all RFP addenda and it shall be the responsibility of each Consultant to ensure that all addenda have been reviewed by checking the District's website.** Responses to the written questions received by the deadline will be incorporated in a RFQ addendum.

Failure of Consultant to acknowledge receipt of any addenda shall not relieve the Consultant from any obligation therein. Consultant should acknowledge

any and all e-mails sent by the District regarding this RFQ by replying to the e-mail sender that the e-mail was received.

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

**Consultants shall not contact any District employee or official (including any Board members) regarding this RFQ other than the individuals listed below as the contact persons. Contacting District staff or officials (including Board members) regarding this RFQ will result in disqualification. This will assure that all Consultants receive the same information in a timely manner.**

## **6.00 DISTRICT'S MANAGING OFFICE AND PURCHASING OFFICE**

### **6.01 Managing Office for the RFQ is:**

Name: Richard Williams  
Title: District Director, Facilities Planning & Construction  
Campus: North Orange County Community College District  
Address: 1830-A West Romneya Drive, Anaheim, CA 92801  
Telephone: (714) 808-4893  
Fax: (714) 808-4888  
E-Mail: [rwilliams@nocccd.edu](mailto:rwilliams@nocccd.edu)

### **6.02 Receiving Office for the SOQ is:**

Name: Jenney Ho  
Title: District Director of Purchasing  
Department: Purchasing Department, 8th Floor  
Address: 1830 West Romneya Drive, Anaheim, CA 92801  
Telephone: (714) 808-4776  
Fax: (714) 808-4762  
E-Mail: [jho@nocccd.edu](mailto:jho@nocccd.edu)

## **7.00 INSTRUCTIONS FOR SUBMITTING SOQ**

The SOQ should be well organized and as concise and complete as possible while still providing the requested information.

Consultants shall submit a SOQ in accordance with the following instructions:

- A. All materials submitted as part of a SOQ in response to the RFQ 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.



- B. Submit seven complete hard copies (7) copies of the SOQ 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:

“[Consultant’s Firm Name]”  
“SOQ for RFQ No. 1718-01, Architectural Services”

- C. The original copy shall be marked “Original” and must be wet signed by a person authorized to bind the Firm. Additional copies may be photocopies.
- D. SOQs should be typed, minimum size font is nine (9.5), and should not include any unnecessarily elaborate or promotion material. Lengthy narrative is discouraged; SOQs should be brief and concise. The form, content, and sequence of the submittals should follow the outline listed in this RFQ.
- E. Each section under “Contents of SOQ Required Information and Scoring”, shall have Tabbed dividers. Tabbed dividers shall be used to identify and separate the sections of the SOQ response which correspond to the information requested in this RFQ. If the section does not apply, clearly indicate that in the Tabbed section by stating the section does not apply for your Firm.
- F. The SOQ shall not exceed 20 pages, excludes Transmittal Letter, Cover Page, Table of Contents, separating Tabs, items under Additional Materials section, Appendices, and District required forms. Non-responsive SOQs will be automatically disqualified. Additional time will NOT be given to provide missing information. For Consultants applying for two (2) or more service categories, the SOQ shall not exceed 30 pages.
- G. **Added Materials:** Consultants are not prohibited, but are discouraged, from submitting additional materials, not required in the RFQ Contents/Format. However, if a Consultant elects 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.
- H. Deliver the SOQ to the District’s Purchasing Office for the Selection Process prior to the date and time indicated in the Selection Process Schedule. **Faxed SOQs will not be accepted.**

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 RFQ process. The decisions to provide a waiver shall in no way modify or compromise the overall purpose of the SOQ, nor excuse the Consultant from full compliance with all requirements if awarded an Agreement. District is an equal opportunity employer.

**8.00 CONTENTS OF SOQ - REQUIRED INFORMATION AND SCORING**

The SOQs shall provide a comprehensive, but concise summary of qualifications and capabilities to satisfy the requirements of the RFQ.

- A. Provide the following information, in the order listed below, in your SOQ. SOQs should be organized with numbered tabs corresponding to the following requirements. Provide concise and complete responses; non-requested information and lengthy responses are discouraged.
- B. Each question will be scored against an ideal response which, in the opinion of the Selection Committee, would receive the maximum number of points possible, as indicated herein.
- C. If all information is not provided, the SOQ may not be considered. The Selection Committee may, at its discretion, call the contacts provided or others as may become known for reference checks.
- D. All addenda that may be part of this RFQ must have a wet signature and submitted with the SOQ or you may be disqualified.

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

<b><u>TAB #</u></b>	<b><u>REQUIRED CONTENT OF SOQs</u></b>	<b><u>POINTS</u></b>
1.	<p><b><u>Cover Letter of Interest</u></b> A cover letter of transmittal shall be addressed to the <b>District's Managing Office</b> and must, at a minimum, contain the following:</p> <ul style="list-style-type: none"><li>A. Maximum one (1) page;</li><li>B. Identification of the Firm(s) including name, mailing address, e-mail address, telephone number, and fax of Firm(s);</li><li>C. Cover letter must include referencing the RFQ and confirms that all elements of the SOQ have been read and understood;</li><li>D. Acknowledgement that Consultant has reviewed each and every addendum associated with this RFQ;</li><li>E. Name, title, address and telephone number of contact person during period of SOQ evaluation;</li><li>F. Identification of any information contained in the SOQ which the Consultant 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);</li><li>G. A statement of understanding of the insurance requirements in the sample District Standard Consultant Agreement including a statement that the Consultant is able to meet those requirements if a contract is offered to the Consultant, and</li><li>H. Wet signature on the original SOQ of a person authorized to bind the Firm to the terms of the submitted SOQ.</li></ul>	<b>10 points</b>

2. **Table of Contents** **5 points**  
Immediately following the cover letter, include a complete Table of Contents for material included in the SOQ.
3. **Executive Summary** **5 points**  
The Executive Summary should contain the following, maximum one (1) page:  
A. Briefly describe your Firm's philosophy and processes for providing architectural services.  
B. Include number of years in business, whether or not the Firm has gone by a different name while under substantially the same management, and a list of your senior member(s)' length of association with your Firm.
4. **Services** **40 points**  
Provide a list for the following:  
A. Basic services provided by your Firm.  
B. Additional services provided by your Firm.  
C. Professional consultant's services provided by your Firm.  
D. Services not provided in-house.
5. **Professional Fees** **80 points**  
Fees will be based on fully-loaded hourly billing rates for each classification. The District intends to solicit specific Task Order pricing from prequalified Consultants as required.

When providing costs, each line item shall include costs for all required overhead expenses including insurance. Travel cost from the Firm's place of business including time, overhead and related expenditures shall be incorporated into the unit prices for each line item and are not to be identified as separate costs. Firms are expected to perform services at the rate amount in the fee proposal regardless of the possibility that staff is drawn from a variety of office locations.

Schedule of Fees provided in this submittal will be used as the basis for negotiations throughout the three (3) year duration for the District Pool. Any increases must be approved, in writing, by the District prior to the performance of service.

Project-Specific Agreements will be based on a lump sum basis. The total fees paid to any selected Firm will be these fees as authorized by the individual Project-Specific Agreement.

No separate payment will be made for any other costs of performance or out of pocket expenses, including, without limitation, mileage or time required for dispatching personnel to the site of work, subsistence, lodging, fuel charge, vehicle use, transmitting reports, administrative charges, or other similar activities necessary for performance of the services.

Consultants shall specifically include hourly rates and monthly fees for full-time services in their SOQ for the following:

1. Support staff;
2. Clerical staff;
3. Overtime and Weekend Rates for the above, if applicable;
4. Firm may choose to provide an itemized fee schedule for extra or additional services that are not within Scope of Services when selected for a Project;
5. Identify any constraints or assumptions that affect fee. Services that are not specifically included in RFQ exhibits may be added as supplementary information.  
**Be thorough and specific as this will form the basis of any contract negotiations for services.**

**6. Experience**

**120 points**

Provide the Firm's experience relative to the District's needs:

- A. List the range of project sizes completed from very small to very large project, in this order, based on construction dollar values with California community colleges and university education project(s) including the scope of services your Firm provided, description of the Project, completion date, and construction costs for the relevant projects in the last five (5) years. Include contact names, titles, email addresses, and phone numbers for each listed project. Include examples of modernization, renovation, and new construction projects.
- B. On a separate list, provide the range of project sizes from very small to very large, in this order, of the **current** total number of State-funded California community college projects in progress by the Firm. Include phase status, delivery method, and current construction costs.
- C. Briefly describe your Firm's prior experience on projects that employed non-traditional delivery methods such as, but not limited to, construction manager at risk (CMAR), design-build, fast track, and/or lease-leaseback.
- D. Describe your processes from Program Validation through Close-Out which includes final approval of the design. Include services related to the Division of the State Architect (DSA), Furniture Fixtures & Equipment (FF&E), move-in, and occupancy.
- E. Describe your processes by which your Firm develops design schedules and implements the schedules to meet expected construction and occupancy dates. Include how your Firm uses and maintains the schedules.
- F. Describe cost control methods your Firm uses. Include how your Firm establishes cost estimates and determining costs associated with construction in new and renovation of existing facilities. Include how contingencies are utilized, types of estimating manuals used as references, and the accuracy of

your estimates. If your Firm hires an Estimator(s), provide a resume for your Estimator(s), maximum one (1) page, as part of the Appendix labeled "Resumes". Include a statement stating your Firm's willingness to commit to the estimate provided.

- G. Explain your Firm's approach to construction issues and change orders including the process of proceeding through a construction change order directive. Include your Firm's change order history and a summary of change orders for three (3) California community college projects which were completed over the last two (2) years. Show the total dollar amount of change orders for each project compared to the total original contract dollar amount. Indicate, by percentage, the dollar amount of change orders which were caused by the District, Architect, and Contractor, respectively, in this order.
- H. Describe your Firm's method for collaborative building including the roles of your personnel, approach employed, the outcome, and two (2) contact persons for two (2) recent Projects where you employed this method. Include names and descriptions of the Projects. Contacts listed must include names, titles, email addresses, and telephone numbers. Denote which Project your listed contact was a part of.
- I. On a separate list, provide five (5) project examples and services provided for Prop 39 or related energy projects. Do not include LEED as LEED does not encompass Prop 39.
- J. Briefly describe your Firm's experience with LEED certification of projects. On a separate list, provide a maximum of three (3) examples of **current** LEED projects in the last three (3) years, scope of services provided, description of the Project, estimated completion date, and construction costs.

**7. Personnel**

**100 points**

This section of the SOQ should establish the ability of the Consultant to satisfactorily perform the required services as demonstrated by its representation of staff availability for future projects and the ability to manage backlog of current services. Information shall further specifically include:

- A. Work plan with the current work load and next six (6) months backlog and plan for addressing this work.
- B. Provide an organization chart of your Firm of all personnel who would be committed to as-needed District projects (Project Team).
- C. List your Firm's professional and support positions including the number of personnel in each position.
- D. The Project Team assigned to District projects and professional consultants must:
  - 1. Possess the minimum qualification to perform the services provided.

2. Have knowledge and understanding of codes, major services and activities required to perform services provided.
3. Have a minimum of three (3) years of directly related experience to California community colleges/universities.
4. Have not entered into a subcontract with any Firms who are ineligible to perform work on a public works project pursuant to Labor Code 17777.1 or 17777.7.
5. Provide name and professional qualifications of proposed personnel. Specifically define the role of each person and outline his or her individual experience. For Project Managers and Project Architects identified as part of your Project Team, provide three (3) client contacts with contact's name, title, email address, and phone number with whom the Project Manager or Project Architect has worked with; include a brief description and scope of work of the Project associated with the client contact.
6. Include resumes, maximum one (1) page per person of proposed personnel, from your Firm only, who would likely be assigned to the District's projects. Resumes should be placed as part of "Appendix A" labeled "Resumes – Firm Personnel" of all personnel who would be committed to an as-needed basis for District projects as part of your Project Team. Resumes should include specific information as to their experience on California State-funded community college/university projects. Out of state experience may not be considered as experience for the District's needs. Appendix A will not count towards the 20-page maximum limit. Do not add marketing material or elaborate in this appendix. Keep it strictly for what is requested.
7. Include "Appendix B" labeled "Registrations and Certifications – Firm Personnel", provide copies of any professional registration(s) including California Registration number(s), certifications, and affiliations for your Firm. Appendix B will not count towards the 20-page maximum limit. Do not add marketing materials or elaborate in this appendix. Keep this section strictly for what is requested.
8. List professional consultants outside your Firm that you propose would provide services not available in your Firm. Provide three (3) recent, within the last five (5) years, of California state-funded community college projects for each consultant and what their role was in each project.
9. Include resumes, maximum one (1) page per person of proposed professional consultants who would likely be assigned to the District's projects. Resumes should be placed as part of "Appendix C" labeled "Resumes –

Professional Consultants” of all personnel who would be committed to an as-needed basis for District projects as part of your Project Team. Resumes should include specific information as to their experience on California State-funded community college/university projects. Out of state experience may not be considered as experience for the District’s needs. This appendix will not count towards the 20-page maximum limit. Do not add marketing material or elaborate in this appendix. Keep this section strictly for what is requested.

- E. Location and address of office where the Project team members will complete the design and management of the Project. If your Firm utilizes resources from more than one office, indicate office locations and how work would be coordinated.
- F. Consultants must provide a statement that all proposed participants will meet or exceed the minimum qualifications specified herein.

**8. Regulatory Offices**

**50 points**

Describe your Firm’s experience, approach including communication style, processes, and procedures when dealing with California state regulatory agencies:

- A. California State Chancellor’s Office.
- B. Developing and preparing five (5) year project plans.
- C. Initial Project Proposals (IPPs) and Final Project Proposals (FPPs).
- D. Division of the State Architect (DSA) office. Include how your Firm handles and complies with DSA’s project inspection card requirements and construction change documents.
- E. Explain how your Firm ensures compliance with the American with Disabilities Act (ADA). Provide three (3) current examples. Describe the Project, your Firm’s role in the Project, Project Schedules, and associated construction costs.

**9. Insurance**

**70 points**

Provide information on the types and amounts of insurance carried including Commercial General Liability, Automobile Liability, Workers Compensation, and Professional Liability Coverage. The carrier must have Best Key Rating Guide of “A” or better as a California admitted insurer.

All such insurance shall be on an occurrence basis and should name the District as additional insured.

Policies shall have a non-renewal or cancellation clause of not less than thirty (30) days. Minimum limits of insurance required by the District for consultant and sub-consultants are as follows:

- A. Commercial General Liability Insurance (CGL) with a combined single limit of not less than One Million Dollars (\$1,000,000)

each occurrence / Three Million Dollars (\$3,000,000) in the annual aggregate. Umbrella policies will not be accepted to substitute for the insurance requirement;

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

Include the following:

- E. Deductible on each insurance policy above;
- F. Number of years with the insurance carrier(s);
- G. Claims made on any policy of insurance held by the organization. Include detailed explanations of the nature and type(s) of claims, whether the claim has been resolved, and the terms of the resolution.

**10. Litigation**

**80 points**

List and submit in a sealed enveloped marked "CONFIDENTIAL: LITIGATION" true copies of any judgments and any other evidence of liability by the Consultant or any of its current or former members (proposed in this SOQ) during the past five (5) years preceding response to this RFQ for this SOQ.

Explain the circumstances and outcome of any litigation, arbitration, or claims filed against your company by a public agency client or any of the same you have filed against a public agency client.

Explain the circumstances and outcome of any litigation, arbitration, or claims filed against your company by any client other than a public agency client or any of the same you had filed.

If your Firm does not have any litigation, a letter signed under oath and notarized from the person who can bind your Firm into legal contracts, should state there are no litigation issues that need to be included. This information will not be made public but will be kept confidential by the District. Omission of this requirement is an automatic disqualification.



**11. Financial Statement 100 points**

Submit an audited balance sheet, signed from a valid financial source (i.e. CPA). Balance sheet must show a minimum net worth of \$500,000 (five hundred thousand dollars). Place in a sealed envelope marked "CONFIDENTIAL: FINANCIAL STATEMENT". This information will not be made public but will be kept confidential by the District. Omission of this requirement is an automatic disqualification.

**12. Appendices 60 points**

**1. Supporting Documents:**

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

**2. 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. Consultants are cautioned, however, that **this does not constitute an invitation to submit large amounts of extraneous material. Appendices should be relevant and brief.**

**3. Affidavits and Certification Forms**

As evidence of conformance to the District's policies, District Forms included with this RFQ must have wet signatures for the original copies. Complete and include as an appendix to your submittal the following forms:

- Drug-Free Workplace Certification (Attachment B);
- Non-Collusion Affidavit (Attachment C) [Ensure that this form is notarized and the original is included with the original SOQ. Affidavit that is not notarized will be automatic disqualification];
- Consultant Declaration (Attachment D).

If your Firm does not comply with one (1) or more of District's policies, declare this and explain the reasons.

**13. Response to RFQ was clear, concise, and responsive (for District Selection Committee scoring only). 80 points**

**14. Total Points Possible 800 points**

**9.00 EVALUATION AND SCORING OF SOQs**

Consultants may withdraw their proposals, either personally or by written request, at any time prior to the closing time for the receipt of SOQs in the Selection Process Schedule.

All SOQs shall be considered, subject to acceptance by the District, and may not be withdrawn for a period of 120 calendar days following the last day to accept SOQs. SOQs may not be amended after the due date, except by the consent of the District.

The selection of Firms that will be included in the District's Architectural Services Pool will be a two-step process.

1. First Step will be based on the Selection Committee analysis, principally focusing on the requirements in the section above.
2. Second Step will be based on final scores of the SOQs. The scores will be based on the Firms full understanding and responsiveness to the RFQ and their specific experience and approach. Firms may be invited for an interview.

At the conclusion of the second step, Firms will be selected on the basis of criteria regarding qualifications, experience, time commitment of key personnel assigned to provide services, demonstrated competence, as well as what is in the best interest of the District as determined by the Selection Committee, including consideration of fair, competitive, and reasonable pricing.

**Minimum score to be considered in the District Architectural Services Pool is a total score of 600 out of 800, equivalent to 75%.**

#### **10.00 NOTIFICATION OF FIRMS & DEBRIEFING**

At the conclusion of the selection process and pursuant to the Selection Process Schedule above, each Consultant will be notified as to whether or not it has been selected for inclusion in the District's Pool. The District does not conduct formal or informal post-selection debriefing with proposers.

#### **11.00 CONTRACT AWARD**

The District reserves the right to contract with any entity responding to this RFQ. The awarding of a contract is at the sole discretion of the District. Firm(s) selected will be expected to enter into an Architectural Consultant Services Agreement with the District within ten (10) calendar days from approval by the Board of Trustees. The District shall not be bound, or in any way obligated, until both parties have executed a contract. No party may incur any chargeable costs prior to the execution of the final contract.

#### **12.00 PUBLIC RECORDS**

Except for materials deemed Trade Secrets (as defined in California Civil Code §3426.1) and materials specifically marked "Confidential" or "Proprietary," all materials submitted in response to this RFQ are deemed property of the District and public records upon submission to the District. The foregoing notwithstanding, the District may reject for non-responsiveness the RFQ Response of a Consultant who indiscriminately notes that its RFQ Response or portions thereof are "Trade Secret, "Confidential" or "Proprietary" and exempt from disclosure as a public record.

The District is not liable or responsible for the disclosure of RFQ Responses, or portions thereof, deemed to be public records, including those exempt from disclosure if disclosure is required by operation of law, or by an order of a court of competent jurisdiction, which occurs through inadvertence, mistake or negligence on the part of the District or its agents of representatives.

If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of an RFQ Response deemed exempt from disclosure hereunder, by submitting a response to this RFQ, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability including, without limitation, attorney's fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense of the District in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

**END OF REQUEST FOR QUALIFICATIONS**

**Attachment A:**

**NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
ARCHITECTURAL CONSULTANT SERVICES AGREEMENT  
(SAMPLE ONLY- ACTUAL AGREEMENT SUBJECT TO CHANGE)**

This AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ by and between the NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and \_\_\_\_\_, hereinafter referred to as "CONSULTANT." This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the CONSULTANT are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES." This AGREEMENT is made with reference to the following facts:

**WHEREAS**, DISTRICT desires to obtain architectural services for the \_\_\_\_\_, hereinafter collectively referred to as the "PROJECT"; and

**WHEREAS**, CONSULTANT is fully licensed to provide architectural services in conformity with the laws of the State of California;

**NOW, THEREFORE**, the PARTIES hereto agree as follows:

**ARTICLE I  
SCOPE AND SERVICES AND RESPONSIBILITIES**

1. Services to be Provided by the CONSULTANT. The CONSULTANT shall provide to the DISTRICT on the terms set forth herein all the services articulated in the CONSULTANT's proposal which is attached hereto and incorporated herein as **EXHIBIT "A"** (the "CONSULTANT's WORK PLAN"). Where the CONSULTANT's WORK PLAN consists of a proposal or quote submitted in response to a Request for Proposals ("RFP") from the DISTRICT, the CONSULTANT's WORK PLAN shall be considered to include the DISTRICT's RFP. The DISTRICT and CONSULTANT expressly agree to incorporate the terms and conditions of the DISTRICT's RFP into this AGREEMENT by this reference and the PARTIES understand that the RFP shall constitute a binding part of this AGREEMENT. In the event of a discrepancy, inconsistency, or other difference between the terms of the RFP or the CONSULTANT's WORK PLAN with this AGREEMENT, the PARTIES agree that the terms of this AGREEMENT shall govern and control.

2. Classification: To the extent it is determined under applicable law that CONSULTANT fails to meet the statutory prerequisites for classification as a professional expert operating under a personal services agreement, CONSULTANT resigns any and all rights and privileges derived from this AGREEMENT and any resulting relationship, which resignation is deemed accepted under such circumstances by the DISTRICT.

3. Contract Term. The effective period of this AGREEMENT is to be \_\_\_\_\_ through \_\_\_\_\_.

4. CONSULTANT's Certifications, Representations and Warranties. 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 workers' compensation and equal protection and non-discrimination laws.

c. The CONSULTANT will perform its services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional architect practicing in California. The CONSULTANT will furnish, at its expense, those services that are set forth in this AGREEMENT and **EXHIBIT "A"** and represents that the services set forth in said EXHIBIT are within the technical and professional areas of expertise of the CONSULTANT or any sub consultant the CONSULTANT has engaged or will engage to perform the service(s). The DISTRICT shall request in writing if the DISTRICT desires the CONSULTANT to provide services in addition to, or different from, the services described in **EXHIBIT "A"**. The CONSULTANT shall advise the DISTRICT in writing of any services that, in the CONSULTANT's opinion, lie outside of the technical and professional expertise of the CONSULTANT.

5. CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. Services under this AGREEMENT shall be performed only by competent personnel under this supervision of and/or in the employment of the CONSULTANT. CONSULTANT shall conform to DISTRICT's reasonable requests regarding assignment of personnel. All personnel, including those assigned at DISTRICT's request, shall be supervised by CONSULTANT.

6. CONSULTANT shall not change any of the key personnel without prior written approval by the DISTRICT, unless said personnel cease to be employed by CONSULTANT. In either case, DISTRICT shall be allowed to interview and approve replacement personnel. CONSULTANT agrees that reassignment of any of the listed personnel during the AGREEMENT period shall only be with other professional personnel who have equivalent experience and shall require prior consultation and written approval by the DISTRICT. Any costs associated with reassignment of personnel shall be borne exclusively by CONSULTANT and CONSULTANT shall not charge the DISTRICT for the cost of training or "bringing up to speed" replacement personnel. If any designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT shall immediately remove that person from the PROJECT and provide a temporary replacement. CONSULTANT shall within thirty (30) work days, provide a permanent replacement person acceptable to the DISTRICT. DISTRICT may condition its approval of replacement personnel upon a reasonable transition period wherein new personnel will learn the PROJECT and get "up to speed" at CONSULTANT's cost.

7. CONSULTANT represents that the CONSULTANT has no existing interest and will not acquire any interest, direct or indirect, which would create a conflict of interest in violation of any applicable laws, and that no person having any such interest shall be employed by CONSULTANT.

## **ARTICLE II** **COMPENSATION TO THE CONSULTANT**

1. The DISTRICT shall compensate the CONSULTANT as follows:

a. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in **EXHIBIT "A"** for the services performed pursuant to this AGREEMENT. In no event shall the total payment to CONSULTANT exceed \_\_\_\_\_ **DOLLARS (\$\_\_\_\_\_)** for performing the services required by this AGREEMENT and **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; rather, CONSULTANT is operating under a personal services agreement pursuant to Education Code section 88003.1(b)(2) and has only the rights defined by this AGREEMENT.

2. The CONSULTANT shall submit one (1) invoice monthly to the DISTRICT for the fees incurred during the billing period and reimbursable expenses (if any). Invoices for fees must reflect the date of the service, identify the individual performing the service, state the hours worked and rate charged, and describe the service performed. Invoices requesting reimbursement for reimbursable expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g. receipts, invoices) including a copy of the DISTRICT's authorization notice for invoiced item(s). Invoices requesting payment for overtime must reflect straight time and overtime hours being charged, and must include a copy of the DISTRICT's written authorization to incur additional overtime expense. No payments will be made by the DISTRICT to the CONSULTANT for monthly invoices requesting reimbursable expenses or overtime absent the prior written authorization of the DISTRICT. The DISTRICT shall make payment to the CONSULTANT of the approved invoiced amount within forty-five (45) days of the DISTRICT's receipt of the approved invoice.

3. The DISTRICT may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the DISTRICT from loss, including costs and attorneys' fees, on account of: (1) defective or deficient work product not remedied; (2) failure of the CONSULTANT to make payments properly to its employees or subconsultants; or (3) failure of CONSULTANT to perform its services in a timely manner so as to conform to the PROJECT schedule or other time constraints.

**ARTICLE III**  
**REIMBURSABLE EXPENSES**

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the CONSULTANT at one and one-tenth (1.1) times the expenses incurred by the CONSULTANT, the CONSULTANT's employees and consultants for the following specified items unless otherwise approved by the DISTRICT in writing:

- a. Approved reproduction of reports and/or other documents otherwise not covered in this AGREEMENT and approved in advance by DISTRICT.
- b. Fees advanced for securing approval of authorities in connection with the services rendered pursuant to this AGREEMENT.
- c. Express shipping, overnight mail, messenger, courier, or delivery services approved in advance by the DISTRICT.
- d. Mileage at IRS Rate if site exceeds more than 25 miles from the DISTRICT.
- e. Out of town travel approved in advance by DISTRICT.

2. Reimbursable expenses are estimated to be **DOLLARS** (**\$**), and this amount shall not be exceeded without the prior written approval of the DISTRICT.

**ARTICLE IV**  
**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 the 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 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 Additional 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 drawings 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 architect costs, shall be deducted from payments due the CONSULTANT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article IV, Section 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 the DISTRICT upon fourteen (14) days' written notice to the CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay 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 Additional 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 drawings and 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 3% beyond the sum due the CONSULTANT under this Section through 50% completion of the CONSULTANT's portion of the PROJECT and, if 50% completion is reached, payment of 3% of the unpaid balance of the contract to CONSULTANT as termination cost. This 3% payment is agreed to compensate the 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.

6. The PARTIES understand and agree that Article IV of this AGREEMENT shall govern all termination rights and procedures between the PARTIES. Any termination provision that is attached to this AGREEMENT as an Exhibit shall be void and unenforceable between the PARTIES.

#### **ARTICLE V** **ADDITIONAL CONSULTANT 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. If the DISTRICT requests additional shifts to complete the services articulated in **EXHIBIT "A"** where the requests for additional shifts does not arise from the direct or indirect negligence, errors or omissions on the part of CONSULTANT and the CONSULTANT's compensation is expressly conditioned on the lack of fault of the CONSULTANT;

d. 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 VI** **ACCOUNTING RECORDS OF THE CONSULTANT**

1. 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 VII** **REPORTS AND/OR OTHER DOCUMENTS**

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings, reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's consultants in accordance with this AGREEMENT (regardless of medium, format, etc.) 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. Failure to comply with any such written request shall be deemed a material breach of this AGREEMENT.

#### **ARTICLE VIII** **INDEMNITY, DEFENSE & INSURANCE**

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

a. Workers' Compensation and Employer's 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. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any 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 (including costs and attorney fees) arising under either (1), (2), or (3) above, arising out of, or in any way connected 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 architects who are directly employed by the DISTRICT. The 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 (other than professional negligence covered by Section c below), its officers, agents, or employees, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any claim, action, suit or other proceedings as a result thereof; and

c. Professional Liability. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any loss, injury to, 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 sole or active negligence, or willful misconduct of the DISTRICT. With regard to the CONSULTANT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT.

d. The PARTIES understand and agree that Article VIII, Section 1 of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and the CONSULTANT related to the PROJECT. Any other indemnity that is attached to this AGREEMENT as part of any EXHIBIT shall be void and unenforceable between the PARTIES.

e. Any attempt to limit the CONSULTANT's liability to the DISTRICT in any of the exhibits or attachments to this AGREEMENT 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 sub-consultant or by 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. The CONSULTANT shall carry 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, 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. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of 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 sub-consultant to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Each policy of insurance required in Article VIII, Section 2 (b) above shall name DISTRICT and its officers, agents and employees as additional insureds; 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; shall state that not less than thirty (30) days 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. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance and endorsements as evidence of compliance with the requirements herein. A copy of the CONSULTANT's certificates of insurance and endorsements shall also be attached as **EXHIBIT "B"** to this AGREEMENT.

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 Workers' 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.

2. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

3. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

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

5. This AGREEMENT shall not include or incorporate the terms of any general conditions, conditions, master agreement or any other boilerplate terms or form documents prepared by the CONSULTANT. The attachment of any such document to this AGREEMENT as **EXHIBIT "A"** shall not be interpreted or construed to incorporate such terms into this AGREEMENT unless the DISTRICT approves of such incorporation in a separate writing signed by the DISTRICT. Any reference to such boilerplate terms and conditions in the proposal or quote submitted by the CONSULTANT shall be null and void and have no effect upon this AGREEMENT. Proposals, quotes, statements of qualifications and other similar documents prepared by the CONSULTANT may be incorporated into this AGREEMENT as **EXHIBIT "A"** but such incorporation shall be strictly limited to those portions describing the CONSULTANT's scope of work, rate and price schedule and qualifications.

6. The PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. 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 the CONSULTANT.

7. The rule of construction that any ambiguities are to be resolved against the drafting PARTY shall not be employed in the interpretation of this AGREEMENT. It is expressly understood and agreed that the PARTIES to this AGREEMENT have participated equally, or have had equal opportunity to participate, in the drafting hereof.

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

9. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees. This provision shall not modify CONSULTANT's duties under Article VIII and pertains only to actions arising between the PARTIES.

10. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof unless otherwise excluded by the terms of this AGREEMENT. In the event that the provisions of any exhibit conflict with the terms of this AGREEMENT, the terms of this AGREEMENT shall control.

11. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.

12. Confidentiality. The CONSULTANT shall not disclose or permit the disclosure of any confidential information, except to its agents, employees and other consultants who need such confidential information in order to properly perform their duties relative to this AGREEMENT.

13. Severability. If any portion of this AGREEMENT is held as a matter of law to be unenforceable, the remainder of this AGREEMENT shall be enforceable without such provisions.

14. Notices. All notices or demands to be given under this AGREEMENT by either PARTY to the other shall be in writing and given either by: (a) personal service; or (b) by U.S. Mail, mailed either by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either PARTY may be changed by written notice given in accordance with the notice provisions of this Paragraph. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

To the DISTRICT:

North Orange County Community College District  
Attn: Jenney Ho, District Director Purchasing  
1830 West Romneya Drive  
Anaheim, CA 92801  
Telephone: 714-808-4768  
Facsimile: 714-808-4762

To the CONSULTANT:

<<Name of Contractor>>  
Attn: <<Name>>  
<< Address>>  
  
Telephone:  
Facsimile:

15. Tobacco Prohibited. Any tobacco use (smoking, chewing, use of electronic cigarettes, etc.) by anyone, is prohibited at all times on any DISTRICT property.

16. Profanity on any DISTRICT property is prohibited, including, but not limited to, racial, ethnic, or sexual slurs or comments, gestures or actions which could be considered harassment.

17. Appropriate dress is mandatory. Therefore, tank tops, cut-offs and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated above in Paragraph 16.

18. Images. If applicable, the CONSULTANT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.

19. In accordance with California Education Code section 81655, this AGREEMENT is not a valid or 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.

<<NAME OF CONSULTANT>>

**NORTH ORANGE COUNTY COMMUNITY  
COLLEGE DISTRICT**

By\_\_\_\_\_

By\_\_\_\_\_

Print Name\_\_\_\_\_

Print Name\_\_\_\_\_

Title\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_

Date\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

Phone\_\_\_\_\_

Fax\_\_\_\_\_

Tax ID#\_\_\_\_\_

Email\_\_\_\_\_

**EXHIBIT 'A'**

**CONSULTANT'S PROPOSAL  
(As Reviewed, Amended and Accepted by District)**

**North Orange County Community College District**

Purchase Order No.: \_\_\_\_\_

Project No.: \_\_\_\_\_

Project Name: \_\_\_\_\_

All Consultant correspondence shall be addressed to:

North Orange County Community College District  
Attention: Richard Williams, District Director  
Facilities Planning & Construction  
1830 West Romneya Dr.  
Anaheim, CA 92801

**Authorization to Perform Professional Services**

Consultant: \_\_\_\_\_

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

In accordance with the terms of this Professional Services Agreement, Consultant is hereby authorized to provide the professional services set forth in the Proposal attached to this Exhibit "A" upon the issuance of an approved purchase order by District.

[Consultant's Proposal Attached]

**EXHIBIT 'B'**

**CONSULTANT'S CERTIFICATES OF INSURANCE AND ENDORSEMENTS**



## Attachment B

### 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; and
- 4) The penalties that may be imposed upon employees for drug abuse violations; and

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 C**

**NON-COLLUSION AFFIDAVIT**

(Must be Notarized)

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is of the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham bid, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal 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 corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

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

\_\_\_\_\_  
Signature & Date

\_\_\_\_\_  
Printed Name & Title

**Attachment D**

**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			
Name	Years with Firm	Position	% of Ownership

Consultant has attached a Certificate of Insurance demonstrating a valid insurance policy with policy limit of at least \$1,000,000 per occurrence and \$3,000,000 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/the Firm declared bankruptcy or been placed in receivership within the past ten years?

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

Has the Firm received any notices threatening termination?

Yes \_\_\_\_\_ No \_\_\_\_\_