



RFQ # 2017-02
REQUEST FOR QUALIFICATIONS (RFQ)
BUILDING COMMISSIONING AUTHORITY
SERVICES (CxA)

Mandatory Pre-Proposal Meeting Date:

January 19, 2017 @ 10:30 A.M.

RFQ Questions Due Date:

January 20, 2017 @ 5:00 P.M.

RFQ Due Date:

January 27, 2017 @ 2:00 P.M.

1. INTRODUCTION

The North Orange County Community College District (District) is inviting submittals for Statements of Qualifications (SOQs) from interested and qualified Building Commissioning Service Firms (Firms) to provide comprehensive professional services through recommissioning/retrocommissioning services for various projects. Selection will result in a pool of Commissioning Service Firms (Commissioning Services 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.

The District may modify the RFQ prior to the deadline for submittals by issuance of an electronic addendum on the District’s website (<http://www.nocccd.edu/vendors-and-contractors-289/1902/bid-and-proposal-opportunities>). Acknowledging Firms will receive a response via email with the addenda information if any is provided. **Bidding Firms must acknowledge receipt of the addenda, via email, within two (2) business days to continue on with the selection process after receipt.**

Selection for the Commissioning Service 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 Firms selected for the District’s Commissioning Services Pool, the District will request project specific proposals on an as needed basis from the Commissioning Services Pool. An Agreement will be awarded to the Firm(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 Firm’s professional service fee. Notice to Proceed on Project work is typically immediately upon receipt from the Firm of the required Agreement and specified documentation. The District reserves the right to request proposals from outside of the pool of services at any time.

Attached as Exhibit A to this RFQ, is a copy of the District’s Standard Consultant Agreement. The sample standard Agreement (Exhibit A) **is not to be** included with the Firm’s SOQ submittal. Specific Project needs to 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 Agreement (Agreement) between the District and the Firm that will reflect the specific Project needs. Firms are expected to identify in the SOQ the range of services for which the Firm would like to submit. The Standard Consultant Agreement will be modified, based on Project-specific needs, by the District. The selected Firm, should the Firm agree to perform the work offered, will sign the Agreement as-is. Modifications to the Agreement may be discussed should the District choose to exercise this option.

2. SCOPE OF COMMISSIONING AUTHORITY FIRM’S WORK

- A. The CxAs will provide services of a Commissioning Agent in five (5) phases of a Project:
 - 1. Pre-Design;
 - 2. Design;
 - 3. Construction;
 - 4. Close-Out;
 - 5. and Warranty.

- B. The CxA will commission the following systems as a minimum, but not limited to:
 - 1. HVAC systems, mechanical and passive;
 - 2. Lighting and day-lighting controls;
 - 3. Domestic hot water systems;
 - 4. Renewable energy systems;
 - 5. Recommissioning/retrocommissioning
 - 6. and Project Specific requirements will be noted on individual Project basis.

C. Fundamental Scope of Work

1. Review District's Project requirements and provide input for the mechanical, electrical, controls, renewable energy, and domestic hot water systems.
2. Advise on the thermal insulation requirements on the exterior elements of the building.
3. Review the Basis of Design (BOD) and verify the initial design intent with the District and Architect of Record.
4. Develop and incorporate commissioning requirements into the Construction Documents (CDs).
5. Prepare and implement a commissioning plan.
6. Verify the installation and performance of the systems to be commissioned.
7. Complete a summary commissioning report.
8. Maintain all files electronically.

D. Enhanced Scope of Work

1. Review District's Project requirements and provide input for the mechanical, electrical, controls, renewable energy, and domestic hot water systems.
2. Advise on the thermal insulation requirements on the exterior elements of the building.
3. Review the BOD and verify the initial design intent with the District and Architect of Record.
4. Develop and incorporate commissioning requirements into the CDs.
5. Prepare and implement a commissioning plan.
6. Verify the installation and performance of the systems to be commissioned.
7. Complete a summary commissioning report.
8. Maintain all files electronically.
9. Review contractor submittals applicable to the systems being commissioned.
10. Review the design drawings and specifications at 70% CD completion and verify that comments have been addressed at the 95% CD phase and after Division of State Architect (DSA) review.
11. Develop a systems manual that can be used by District and Campus staff to optimize the operation of the commissioned system including a re-commissioning/retrocommissioning manual.
12. Provide a 10-month warranty walk thru, note deficiencies, and provide a plan to resolve deficiencies.

E. General Scope to be Included in Either the Fundamental or Enhanced Requirements

1. Organize and lead the commissioning team.
2. Update the commissioning plan to reflect equipment submittals.
3. Provide commissioning schedule information for the Contractor/Construction Manager/Project Manager to integrate into the project schedule.
4. Attend regular job site meetings.
5. Establish and maintain a system for tracking issues needing resolution.
6. Review the project schedule periodically to ensure commissioning activities are properly incorporated.
7. Perform on-site observations to verify conformance with requirements and system performance during construction.
8. Monitor correct component and equipment installation including controls point to-point checkouts.
9. Document all observations.
10. Witness equipment and system start-ups as deemed necessary. Ensure complete documentation.
11. During the acceptance phase, the CxA shall review and observe, on a sample basis, the testing, adjusting, and balancing work that has been carried out by the Contractor.
12. Ensure the Contractor video records staff training sessions. A copy of these video recording should be provide to the campus for future reference.
13. During the warranty phase, the CxA shall verify functional performance testing of systems that could not be carried out prior to acceptance due to unsuitable weather conditions.

3. REGULATORY REQUIREMENTS

Experience with the Division of the State Architect (DSA), the Uniform/International Building Code (UBC/IBC), Title 24 of the California Code of Regulations, MEP (Mechanical, Electrical, and Plumbing) Commissioning, and experience with LEED certification is required. Coordination with the District and District's consultants will be required.

Firms must pay prevailing wages to those labor classifications requiring the payment of prevailing wages. Questions concerning predetermined wage rates should be directed to www.dir.ca.gov/DLSR/RWD or to the following:

Department of Industrial Relations
 Division of Labor Statistics and Research
 Prevailing Wages Unit
 P.O. Box 420603
 San Francisco, CA 94142
 Phone: 415-703-4474

Firms must hold all necessary registrations/business licenses to perform business in the state, county and city.

4. SELECTION PROCESS SCHEDULE

<u>Schedule Activities</u>	<u>Schedule</u>
RFQ Advertised – 1 st Advertisement to prospective CxAs.	January 9, 2017
RFQ Advertised – 2 nd advertisement to prospective CxAs.	January 16, 2017
Mandatory Pre-Proposal Meeting. If you do not attend this meeting, you will be disqualified and not able to continue in the process	January 19, 2017 at 10:30 am North Orange County Community College District 1830 W. Romneya Drive, 1 st floor Anaheim, CA 92801 Conference Room: AN 105
Last day to submit RFQ questions.	January 20, 2017 at 5:00 pm
Last day to respond to RFQ questions.	January 23, 2017
SOQ due.	January 27, 2017 at 2:00 pm to: District Director of Purchasing Ms. Jenney Ho Purchasing Department 1830 W. Romneya Drive, 8th floor Anaheim, CA 92801

	All late submittals will be automatically disqualified.
SOQs reviewed by Selection Committee to be placed in the District Pool.	January 30, 2017 through Feb 1, 2017
Selected Firms informed.	February 3, 2017
Interviews (if District exercise this option).	To Be Determined
Recommendation to the Board	February 14, 2017

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 prospective CxAs via addenda.

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

Late submittals will be returned to the Firm without evaluation and Firm will not qualify for the Commissioning Services Pool. It is the Firm’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.

5. INSTRUCTIONS FOR SUBMITTING AN SOQ

SOQs must be received in the Managing Office for the Selection Process, listed in section 4 of this RFQ, before the date and time shown in the Selection Process Schedule in the section above.

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

Firms shall submit an SOQ in accordance with the following instructions:

- A. All materials submitted as an 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 five (5) hard copies of the SOQ and one (1) copy as a digital file, PDF format, on a USB flash drive.
- 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. 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.

- E. The SOQ shall not exceed 20 pages, excluding Transmittal Letter, Cover Page, Table of Contents, Tabs, and District required forms. Non-responsive SOQs will be automatically disqualified. Additional time will NOT be given to provide missing information.
- F. **Added Materials:** Firms are not prohibited, but are discouraged, from submitting additional materials, not required in the RFQ Contents/Format. However, if a CxA Firm elects to submit additional materials, this documentation should be separately bound from the information requested and labeled “Additional Information.”
- G. Deliver the SOQ in a sealed package marked on the outside “SOQ for” and add the SOQ number.
- H. Deliver the SOQ to the Managing Office for the Selection Process prior to the date and time indicated in the Selection Process Schedule.

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 submittal, nor excuse the Firm from full compliance with all requirements if awarded an Agreement. District is an equal opportunity employer.

6. CONTENTS OF SOQ REQUIRED INFORMATION AND SCORING

- 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.

TAB #	Required Information included in each tab:	Points
1.	<u>Cover Letter of Interest:</u>	10 points
	<ul style="list-style-type: none"> A. A maximum one-page, Introductory Letter must be submitted including the date, legal name of the Firm, address, telephone and fax numbers, name and title of the signature of the person(s) authorized to submit on behalf of the Firm. B. Confirm that your Firm’s submittal is in response to this RFQ and all addenda and agree to enter into District’s Consultant Agreement contract, if selected. Brief letter of introduction on Firm’s letterhead expressing your interest in providing professional services and your qualifications. Include the Firm’s Principal contact in connection with this SOQ, their telephone and fax numbers, physical address, and email address. 	

2. **Table of Contents:** 10 points
 A. A Table of Contents of the material contained in the SOQ should follow the Cover Letter.
3. **Executive Summary:** 10 points
 A. The Executive Summary should contain an outline of your approach along with a brief summary of qualifications (one-page maximum).
4. **Experience:** 80 points
 A. Provide any professional registration, certifications and affiliations for the Firm. Describe experience including the scope of relevant projects, description, completion date, and construction costs for relevant projects in the last five years. Provide only the contact names, titles, and phone numbers for each listed project.
 B. Evidence that the Firm is legally certified to conduct business in the State of California for the services offered.
 C. Experience with community college and university educational facilities and other institutional services and California Building Code standards.
 D. List the range of project sizes completed (from very small to very large project) based on construction dollar values.
 E. If the Firm utilizes resources from more than one office, indicate office locations and how work would be coordinated. (One-page for summary and up to five (5) additional to highlight project specific information, if appropriate).
5. **Personnel:** This section of the SOQ should establish the ability of the Firm 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: 80 points
 A. Work plan with the current work load and next six-month backlog and plan for addressing this work.
 B. Number of commissioning agents.
 C. Identification of any services not provided in-house.
 D. Identification of proposed sub-consultants.
 E. All personnel assigned to District projects, employees, sub-consultants or sub-contractors 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.
 4. Have not entered into a subcontract with any firms that are ineligible to perform work on a public works project pursuant to Labor Code 17777.1 or 17777.7.
 5. Include resumes of proposed personnel, including any proposed sub-consultants, who would likely be assigned to projects. Provide name and professional qualifications of proposed personnel. Specifically define the role of each person and outline his or her individual experience. Identify any certifications or licenses held. (No more than one page/person).

F. Firms must provide a statement that all proposed participants will meet or exceed the minimum qualifications specified herein.

6. **Services:** 15 points

A. Provide list of services available from Firm including a brief description of philosophy and process for providing commissioning services. (Two-page maximum).

7. **Additional Data:** 15 points

A. Provide additional information about the Firm as it may relate to this RFQ. Include letters of reference or testimonials. Indicate ongoing professional education of staff and total number of permanent employees.

8. **Professional Fees and Fee Proposal:** 90 points

Fees will be based on fully-loaded hourly billing rates for each classification.

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 Commissioning Services Pool. Any increases must be approved in writing by the District prior to the performance of service.

The final all-inclusive rate shall be negotiated after the selection process. 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.

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

1. Commissioning Agent support staff;
2. LEED Staff Consultant;
3. Clerical staff;
4. Overtime and weekend rates for the above;
5. Firms may choose to provide an itemized fee schedule for extra or additional services that are not within Scope of Services;
6. 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.

9. **Client References:** This section of the SOQ permits Firms to demonstrate their ability and competence to satisfactorily perform the required services by using similar services recently completed for other clients. Information should be furnished for both the Firm and any sub-consultants included in the SOQ and shall include: 30 points
- Project name, location, and summary description;
 - Client contact name;
 - Client telephone number;
 - Client email address;
 - CxA fees charged per Project.
10. **Safety Record:** 50 points
 Provide a description of your Firm’s safety record. Provide your Experience Modification Rate.
11. **Insurance:** 60 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/Four Million Dollars (\$3,000,000) in the annual aggregate. Umbrella policies will not be accepted to substitute for the insurance requirement;
 - D. Letter from Bonding Company stating maximum bonding capacity of your Firm;
 - E. Workers’ Compensation Insurance as required by the state of CA with a minimum of One Million Dollars (\$1,000,000).
12. **Litigation:** Please list and submit in a sealed envelope marked “confidential” true copies of any judgments and any other evidence of liability by the Firm or any of its current or former owners during the past five (5) years preceding 50 points

response to this RFQ for SOQ. 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 stating there are no litigation issues must be included. This information will not be made public but will be kept confidential by the District.

Include information as to whether, in the past five (5) years, your Firm was required to pay penalties for failure to pay prevailing wages. If so, please explain.

- | | | |
|-----|---|------------|
| 13. | A statement of financial stability from a valid financial source (i.e. CPA) must be included with a minimum net worth of \$500,000 (five hundred thousand dollars). This information will not be made public but will be kept confidential by the District. Omission of this requirement is automatic disqualification. | 100 points |
| 14. | District Forms have wet signature and are included with this RFQ. | 15 points |
| 15. | Response to RFQ was clear, concise, and responsive. | 85 points |

TOTAL SCORE	700 points
--------------------	-------------------

7. BASIS OF AWARD

The selection of Firms that will be included in the District's Commissioning 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 responsive to this RFQ and their specific experience and approach. CxA Firms may be invited for an interview.

At the conclusion of the second stage, 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 Committee including consideration of fair, competitive, and reasonable pricing.

Minimum score to be considered in the District Commissioning Services Pool is a total score of 525 equivalent to 75%.

8. NOTIFICATION OF FIRMS

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

9. MANAGING OFFICE FOR THE SELECTION PROCESS

Each submittal shall conform and be responsive to this RFQ in the format as described in the section "Instructions for Submitting a SOQ."

The Managing Office for the CxA Selection Process is:

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

10. QUESTIONS

All questions regarding this RFQ, prior to the deadline, for the Selection Process listed herein must be submitted in writing by e-mail to Mr. Richard Williams, District Director, Facilities Planning & Construction (rwilliams@nocccd.edu) with a copy to Ms. Jenney Ho, District Director, Purchasing and received no later than the due date indicated in the "Selection Process Schedule". Place the name of the RFQ in the subject line. Questions received after the due date will not be considered.

Written responses to submitted questions will be sent to all prospective firms who attended the pre-proposal meeting (see "Selection Process Schedule" for due date).

11. ATTACHMENTS

- A. Exhibit A – District Standard Consultant Agreement
- B. Exhibit B – District Form C, Consultant Declaration
- C. Exhibit C – District Form D, Drug-Free Workplace Certification
- D. Exhibit D – District Form E, Non-Collusion Affidavit
- E. Exhibit E – Cypress College Campus Map

END OF REQUEST FOR QUALIFICATIONS

Exhibit A: District Standard Consultant Agreement

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 COLLEGE DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit B – District Form C, 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 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 _____

Exhibit C – District Form D, 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 COMPANY

Signature

Print Name

Title

Exhibit D – District Form E, 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 _____, 2017, 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

Exhibit E – Cypress College Campus Map



Welcome to Cypress College



For updated information, visit the campus Web site at <http://www.CypressCollege.edu>.

Buildings	Service Locations
AN	Anaheim Campus
BK	20 Bookstore
BUS	9 Business
CCCPLEX	6 Cypress College Complex
FA	2 Fine Arts
G1	7 Gymnasium 1
G2	11 Gymnasium 2
HUM	1 Humanities
H/HUM	HUM-131 & 136 (lecture halls)
L/LRC	32 Library/Learning Resource Center
M&O	34 Maintenance & Operations
SAC	8 Student Activities
SC	19 Student Center
SEM	3 Science/Engineering/Math
TA	4 Theater Arts
TE1	10 Technical Education 1
TE2	12 Technical Education 2
TE3	13 Technical Education 3/Health Science
Administration	CCCPLEX
Admissions & Records	SC
Assessment	SC
Bookstore	BK
Bursar	SC
Campus Safety (*)	BUS
Counseling Center	SC
DSPS	CCCPLEX
EOPS	CCCPLEX
Financial Aid	CCCPLEX
Food Services	SC
Health Center	G2
International Students	SAC
Information	SC
Locker Rooms	TE2
Photo ID	SC

- S=Stairs
- E=Elevator
- ☎=Emergency Phone
- 📶=WiFi Internet
- 🅑=Parking Permit Vending Machine
- Ⓞ Temporary parking area as needed for overflow.

Cypress College
 9200 Valley View Street
 Cypress, CA 90630
 (714) 484-7000
<http://www.CypressCollege.edu>

Revised: April 2, 2014