



## **REQUEST FOR QUALIFICATIONS (RFQ)/ REQUEST FOR PROPOSAL (RFP) #2425-386**

### **REAL ESTATE CONSULTING AND BROKERAGE SERVICES**

#### **Addendum No.2**

**Issued: May 15, 2025**

The following changes, additions, deletions, or corrections shall become part of the above-mentioned RFP:

- A. The District is postponing the due date from **May 19, 2025** to **May 21, 2025** by 12:00pm. See below RFP schedule with revisions in **red**:

<b>B. Event / Occurrence</b>	<b>Deadline</b>
District Issues RFQ/RFP	April 21, 2025
Deadline for Firms to submit questions regarding this RFQ/RFP	May 2, 2025 by 2:00pm
<b>Deadline for Firms to submit Responses</b>	<del><b>May 19, 2025 by 12:00pm</b></del> <b>May 21, 2025 by 12:00pm</b>
District to interview Firm(s) (Estimated)	To be Decided
District Board of Trustees approves successful Firm	June 2025

- B. The District hereby issues a revised **Exhibit D-1 – Fee Rate Form**. Firms are to utilize the revised form in their response.
- C. The District hereby issues **Exhibit I – Typical Agreement**.

*Enc.: Revised Exhibit D-1 – Fee Rate Form*

*Exhibit I – Typical Agreement*

**END OF ADDENDUM NO.2**

## **Exhibit D-1 – Fee Rate Form (Revised 5/15/2025)**

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District anticipates utilizing Firm for both brokerage services related to sales of District property based upon a commission model as follows, with percentages to be negotiated on a case-by-case basis. Please fill in the blanks below with a proposed price threshold and not-to-exceed percentage values:

For sales of District property with a purchase price under \$ _____	_____ % of the total purchase price.
For sales of District property with a purchase price of \$ _____ or over	_____ % of the total purchase price.

Commissions for District purchases of property facilitated by the Firm shall be negotiated by the Firm with the listing broker, consistent with industry standards, and disclosed to the District prior to entry into a purchase and sale agreement.

Commissions for brokerage services related to leases of District-owned property to tenants procured by Firm shall be determined as follows:

A. 4% of the total base rent for up to 60 months in which rent is to be paid, plus 2% of the total base rent for any additional months. Half of the Commission shall be paid upon execution of the lease by both District and tenant and the balance of the Commission shall be paid upon occupancy of the leased premises by tenant. No Commission shall be paid for subsequent extensions of an existing lease upon substantially similar terms.

B. The minimum Commission for a month-to-month tenancy, tenancy at will, or any other tenancy which is not reduced to a written lease agreement shall equal 50% the first month's base rental. The Commission shall be payable upon occupancy by the tenant. In the event such a lessee subsequently executes a written lease with District, either directly or with the assistance of Firm or anyone else, within 24 months from the date of initial occupancy, then Firm shall receive a leasing Commission with respect to such lease in accordance with the provisions of Paragraph A above, reduced by any commission paid in accordance with the preceding two sentences.

Commissions associated with the District's lease of non-District property as lessee shall be negotiated by Firm with the listing broker, consistent with industry standards, and disclosed to the District prior to entry into a lease agreement.

District will compensate Firm for consulting and advisory services on an hourly basis, based on rates in Exhibit D.

## **CONSULTING SERVICES, BROKERAGE, AND NON-DISCLOSURE AGREEMENT BY AND BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND [REDACTED]**

This Consulting Services, Brokerage, and Non-Disclosure Agreement (“Agreement”) is entered into by and between the Rancho Santiago Community College District (“District”) and [REDACTED] (“Firm”), as of [REDACTED], 2025 (the “Effective Date”). District and Firm may each be separately referred to herein as a “Party” and collectively referred to herein as the “Parties.”

### **RECITALS**

WHEREAS, District is a California Community College District vested with authority under state law to acquire, own, and dispose of real property.

WHEREAS, District desires to engage a qualified firm to provide real estate consulting and brokerage services in connection with the District’s potential acquisition and disposition of real property and management of District’s real estate asset portfolio (“Consultant Services”).

WHEREAS, District published a Request for Qualifications / Request for Proposal for Real Estate Consulting and Brokerage Services seeking statements of qualifications and proposals from qualified firms to provide the Consultant Services (the “RFP”).

WHEREAS, Firm submitted a statement of qualifications and proposal to District in response to the RFP (the “Proposal”), a copy of which is attached as Exhibit A and incorporated herein.

WHEREAS, upon review of Firm’s Proposal, District has determined that Firm is qualified to provide the Consultant Services.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, District and Firm agree as follows:

#### **1. Consultant Services.**

1.1. **General.** Firm shall provide and complete Consultant Services in accordance with Exhibit B, Statement of Services, which is attached hereto and made a part hereof.

1.2. **Confidentiality.** Firm acknowledges that it is an agent/representative of District in completing the Consultant Services under this Agreement. Accordingly, Firm agrees and acknowledges that all communications of Firm relating to the Consultant Services and all materials generated, reviewed or received by the Consultant relating to the Consultant Services are in the nature of attorney/client communications and/or attorney work product. Firm and its personnel completing any Consultant Service shall preserve the confidentiality and non-disclosable nature of the attorney/client communications and/or attorney work product.

1.3. **Firm Employees.** The Consultant Services shall be completed by employees of Firm. No part of the Consultant Services shall be completed by sub-consultants or independent contractors to Firm.

2. Consultant Services Assignments. Firm acknowledges that the District shall have the sole authority to direct or authorize Firm to complete specific Consultant Services under this Agreement. Unless authorized in advance by the District, District shall not have the authority to direct Firm's performance of Consultant Services.
  - 2.1. The District personnel authorized to direct Firm Consultant Services are the District's Vice Chancellor of Business Services and/or District's Assistant Vice Chancellor, Facility Planning, District Construction & Support Services.
  - 2.2. Firm shall not subcontract or assign any of the Consultant Services to be performed under this Agreement without prior written approval of District regarding the services proposed to be subcontracted or assigned the terms of the assignment, and the firm or person proposed to perform the services. Neither District nor Firm shall assign any rights or duties under this Agreement without prior written consent of the other party.
3. Compensation to Firm for Consultant Services. The Consultant Services will include real estate consulting services and brokerage services as set forth in Exhibit B, which will be compensated as follows. The District makes no representation that any minimum amount of Consultant Services will be ordered by it from Firm during the Term of this Agreement. The District does not represent or guarantee any minimum number of orders for Consultant Services under this Agreement. Further, the District does not represent or guarantee any minimum dollar amount of orders for Consultant Services under this Agreement.
  - 3.1. Compensation for Real Estate Consulting Services. Firm shall be compensated for completing Consultant Services pertaining to real estate consulting based on the time spent by Firm personnel to complete such Consultant Services based on the personnel billing rates set forth in the Proposal.
  - 3.2. Compensation for Real Estate Brokerage Services. Firm shall be compensated for completing Consultant Services pertaining to real estate brokerage through a Commission as set forth in Exhibit C attached hereto.
  - 3.3. Monthly Submittal of Billing Statements. Firm shall concurrently submit monthly billing invoices to District and the District for Consultant Services completed in the prior month. Billing invoices shall be in such form and format as required by the District and supported by substantiating data as required by the District.
  - 3.4. District Review of Billing Statements. Within thirty (30) days after receipt of a billing statement, the District shall review and notify Firm of the District's approval of the billing statement. If the District rejects or reduces a billing statement or any payment requested by a billing statement, Firm shall be solely responsible for resolution of the District's rejection or reduction of a billing statement.
  - 3.5. District Payments. District will make payment to Firm of the amount approved by the District within thirty (30) days of the District's approval of the amount due Firm pursuant to a billing statement. District obligation to make payments to Firm shall be limited to amounts approved by the District.

3.6. Reimbursable Expenses. The District may, in the sole discretion of the District, make payment of expenses incurred by the Consultant to complete Services ("Reimbursable Expenses"). Provided that the Consultant obtains the District's prior written approval, costs and expenses will be reimbursed to the Consultant in accordance with this Article 3.6. The Consultant's mileage and travel time shall not be considered as a Reimbursable Expense. The descriptive categories of expenses that may be considered for reimbursement are as follows: (i) reproduction of reports and/or other documents in excess of the copies required by this Agreement or by Exhibit A; (ii) fees advanced for securing approval of authorities in connection with the Services rendered pursuant to this Agreement; (iii) cost of Sub-Consultants/Sub-Contractors approved in advance by the District; and (iii) other District requested items. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the Firm at one and one-tenth (1.1) times the expenses incurred by the Firm, the Firm's employees and consultants for the following specified items unless otherwise approved by the District in writing

4. Term; Termination.

4.1. Term. The Term of this Agreement shall commence on the Effective Date and shall expire on the earlier of: (i) termination on request of the District pursuant to Section 4.2 of this Agreement; or (ii) [REDACTED].

4.2. Termination. This Agreement may be terminated upon by either Party upon thirty (30) days written notice. In the event of termination of this Agreement, compensation to Firm for Consultant Services pertaining to real estate consulting shall be limited to payment for Consultant Services performed as of the effective date of termination. In the event there are properties under purchase or lease contract or in letter of intent negotiations at the time of termination or expiration of the Term, then Firm will continue to perform its responsibilities with regard to those properties and Firm will be compensated in accordance with Section 3.2 above. The Firm shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to the Firm in accordance with this section shall constitute the Firm's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

5. Indemnification and Insurance. Firm shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California with the minimum coverage limits set forth below.

5.1. Workers' Compensation and Employers Liability Insurance. Firm shall obtain: (i) Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable.; and (ii) Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Firm.

5.2. Commercial General Liability, Automobile Liability and Property Insurance. Firm shall obtain Commercial General Liability and Property Insurance as covering the following types of claims: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than Firm's employees; (ii) claims for damages insured by usual personal injury liability coverage; (iii) claims arising out of injury to or destruction of property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or

property damage arising out of ownership, maintenance or use of a motor vehicle; (v) products/completed operations and (vi) contractual liability insurance applicable to Firm's obligations under this Agreement. Policy limits of the commercial general liability insurance shall be at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

5.3. Automobile Liability Insurance. If Firm's Commercial General Liability policy of insurance does not include coverage for claims of personal injury, death of persons or property damage arising out of use, ownership, maintenance of owned, leased or hired motor vehicles, Firm shall obtain a separate Automobile Liability policy of insurance. If a separate Automobile Liability policy is obtained, the single coverage limit shall be at least One Million Dollars (\$1,000,000).

5.4. Firm Indemnity. To the fullest extent permitted by California law, Firm shall defend, indemnify, and hold harmless District and the District's agents, representatives, officers, consultants, employees, Board of Trustees and members of the Board of Trustees ("Indemnified Parties") from any and all actions/causes of action (including without limitation, those arising out of judicial, administrative, arbitration or other similar proceedings), assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities, losses, expenses, fines, penalties, responsibilities or violations (collectively "Claims") resulting from personal/bodily injuries, death of persons, damage to property or other losses/damages and which arise out of the negligent, grossly negligent or willful conduct of Firm, its directors, officials, officers, employees, contractors, independent contractors, consultants, sub-consultants, representatives or agents. The foregoing obligations shall survive expiration of the Term of this Agreement or the earlier termination of this Agreement until barred by the applicable statute of limitations.

5.5. Firm Employees. As reasonably necessary to enable Firm to complete the Consultant Services, Firm may disclose Confidential Information to employees of Firm provided that Firm uses all reasonable means to ensure that all such employees acknowledge and comply with the non-disclosure obligations under this Agreement. Firm shall be responsible and liable for such employees' compliance with the non-disclosure obligations under this Agreement. Firm shall use the same degree of care to protect such Confidential Information from unauthorized use or disclosure as it uses to protect its own information of a similar nature, but in no event less than reasonable care. Notwithstanding the above restrictions on disclosure, Firm may disclose the Confidential Information if required by an order issued by a court of competent jurisdiction, provided Firm has given District and the District advance written notice of such court order in order to allow District and/or the District to seek an appropriate protective order.

5.6. Confidential Information. As used in this Agreement, the term "Confidential Information" means all information provided to Firm or acquired by Firm during the term of this Agreement: (i) in written or other tangible form, which is marked or labeled "confidential," or other similar term and (ii) orally, provided the information is identified as confidential at the time of disclosure. Confidential Information shall also include: (i) the identity of the District and/or any information enabling third parties to discern the identity of the District, including its status as a public agency or public educational institution; (ii) the District's role and/or involvement in the directing or authorizing the Consultant Services; or (iii) the District's potential acquisition of property. Firm shall not use or permit the use of Confidential Information for any purpose except completion of Consultant Services under this Agreement. Firm acknowledges that unauthorized

disclosure or use of Confidential Information may result in substantial and irreparable harm to District and/or the District, and that monetary damages will be difficult to determine and inadequate to compensate District and/or the District. Therefore, Firm agrees that, upon any actual or threatened breach of the non-disclosure agreement obligation by Firm, District and/or the District, shall be permitted to seek and obtain equitable relief such as an injunction or specific performance, in addition to monetary damages and any other remedies available to District and/or the District at law or in equity.

5.7. Survival of Non-Disclosure Agreement. Firm agrees that the prohibitions and limitations on Firm disclosure of Confidential Information shall survive Firm completion of obligations under this Agreement or the earlier termination of this Agreement and shall continue indefinitely until written notice from District terminating all such prohibitions or limitations.

5.8. Return of Confidential Information. Upon the request of District or the District, Firm agrees to return to District or the District (as directed by the District) or destroy (at the option of the District), all Confidential Information.

6. Consultant Standard of Care. Firm shall provide the Consultant Services (i) using professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services as the Consultant Services; and (iii) the terms of this Agreement.

7. Consultant Warranties. Firm represents and warrants the following:

- a) Firm is a licensed real estate broker in the State of California and shall maintain such license in good standing during the Term of this Agreement.
- b) Firm shall not enter into any brokerage or consulting agreement during the Term hereof that could create a conflict of interest with Firm's performance of the Consultant Services. In addition, Firm shall remain bound by Exhibit F ("Statement of Non-Conflict of Interest") of the RFP.
- c) Firm shall provide the Consultant Services in the manner represented in Firm's Proposal.
- d) At all times during the term of this Agreement, Firm shall comply with all applicable federal, state, and local laws and regulations during its performance of the Consultant Services. Firm represents and warrants that it has all licenses or certificates required to perform the Consultant Services or has received waivers from such requirements. Firm shall insure that all subcontractors or subconsultants performing work under this Agreement are properly licensed to perform such work. Firm shall provide District with all reasonable assistance in complying with all applicable federal, state, and local laws and regulations.

8. Miscellaneous.

8.1. District Third Party Beneficiary. Firm and District acknowledge that the District is an intended third party beneficiary to Agreement with full entitlement to enforce all provisions of this Agreement as if it were a signatory hereto.

8.2. Independent Contractor. Firm, in the performance of this Agreement, shall be and act as an independent contractor. Firm understands and agrees that Firm and all of Firm'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. Firm assumes the full responsibility for the acts and/or omissions of Firm's employees or agents as they relate to the services to be provided under this Agreement.

8.3. Entire Agreement. This Agreement represents the entire agreement between the District and Firm 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 Firm.

8.4. Work Product Ownership. District shall own all work product, reports, analyses, and materials developed by Firm under this Agreement.

8.5. General Provisions. This Agreement may be superseded, modified, or amended only in a writing signed by both Parties. This Agreement shall be binding upon the Parties and their successors. Neither Party shall be entitled to assign this Agreement and any attempted assignment shall be void. This Agreement and the Proposal constitute the full and complete agreement of the Parties with respect to the subject matter hereof and supersedes any prior agreements, whether oral or written. In the event of a conflict between this Agreement and the Proposal, the provisions of this Agreement shall govern. If any provision of this Agreement is deemed be invalid or unenforceable by a Court of competent jurisdiction, that provision shall be enforced to the maximum extent permitted by law, and the remaining provisions of this Agreement shall not be affected. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to its conflict of laws provisions.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Agreement by their duly authorized officers on the date first above written.

**Firm**

[NAME]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

**District**

Rancho Santiago Community College District

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_



**EXHIBIT A**

**Proposal**

DRAFT

## **EXHIBIT B**

### **Statement of Services**

#### **Project/Task Descriptions**

Tasks could include, but are not limited to, the following:

##### **Acquisition of Property**

- (i) Assisting the District in determining its real property needs.
- (ii) Identifying potential properties for purchase or lease.
- (iii) Conducting market analysis and property valuations.
- (iv) Assisting in the negotiation and drafting of purchase and sale agreements and lease agreements.
- (v) Coordinating inspections, appraisals, and due diligence.
- (vi) Assisting with escrow and closing processes.

##### **Potential Surplus of Property**

- (i) Inventorying District real property assets.
- (ii) Recommending strategies for the management of District real property assets.
- (iii) Identifying properties that are surplus to the District's needs.
- (iv) Assisting the District with compliance with public agency surplus property procedures.
- (v) Conducting market research and comparative analysis.
- (vi) Marketing properties effectively to potential buyers and tenants.
- (vii) Managing negotiations and transaction processes.
- (viii) Facilitating closing and legal documentation.

##### **General Real Estate Advisory Services**

- (i) Providing strategic guidance on real estate investments, transactions, and assets.
- (ii) Managing landlord-tenant relationships.
- (iii) Assisting with lease negotiations and tenant agreements.
- (iv) Advising on property management and regulatory compliance.

## **EXHIBIT C**

### **Commission for Purchases and sales and Leases**

District will compensate Firm for brokerage services related to sales of District property based upon a commission model as follows, with percentages to be negotiated on a case-by-case basis. Please fill in the blanks below with a proposed price threshold and not-to-exceed percentage values:

For sales of District property with a purchase price under \$ _____	_____ % of the total purchase price
For sales of District Property with a purchase price of \$ _____ or over	_____ % of the total purchase price

Commissions for District purchases of property facilitated by the Firm shall be negotiated by the Firm with the listing broker, consistent with industry standards, and disclosed to the District prior to entry into a purchase and sale agreement.

Commissions for brokerage services related to leases of District-owned property to tenants procured by Firm shall be determined as follows:

A. 4% of the total base rent for up to 60 months in which rent is to be paid, plus 2% of the total base rent for any additional months. Half of the Commission shall be paid upon execution of the lease by both District and tenant and the balance of the Commission shall be paid upon occupancy of the leased premises by tenant. No Commission shall be paid for subsequent extensions of an existing lease upon substantially similar terms.

B. The minimum Commission for a month-to-month tenancy, tenancy at will, or any other tenancy which is not reduced to a written lease agreement shall equal 50% the first month's base rental. The Commission shall be payable upon occupancy by the tenant. In the event such a lessee subsequently executes a written lease with District, either directly or with the assistance of Firm or anyone else, within 24 months from the date of initial occupancy, then Firm shall receive a leasing Commission with respect to such lease in accordance with the provisions of Paragraph A above, reduced by any commission paid in accordance with the preceding two sentences.

Commissions associated with the District's lease of non-District property as lessee shall be negotiated by Firm with the listing broker, consistent with industry standards, and disclosed to the District prior to entry into a lease agreement.