

**REQUEST FOR QUALIFICATIONS (RFQ)/
REQUEST FOR PROPOSAL (RFP) #2425-387**

**Fire Alarm and Fire Life Safety
Specialist Consultant Services**



**Proposals must be received no later than
July 8, 2025 by 4:00 PM**

Submit Response To: RSCCD Facility Planning, Construction and
District Support Services
FacilitiesRFP@rsccd.edu

**Questions or
Clarifications:** All questions must be submitted in writing via
email to: FacilitiesRFP@rsccd.edu

1. REQUEST FOR RESPONSES

1.1 Purpose

As a prequalified vendor for the Rancho Santiago Community College District ("District"), per RFQ/RFP #2425-387, the District is requesting a proposal ("Proposal") to provide Fire Alarm and Fire Life Safety Specialist Consultant Services ("Services"). Each Firm ("Consultant") responding to this RFP shall be prepared and equipped to provide full services to the District in an expeditious and timely manner and on relatively short notice so as to enable the District to meet critical deadlines and schedules. It is the District's intent that the RFP process will enable the District to streamline the process by which Consultants are selected to perform work for the District, which should expedite the acquisition of needed services to the District.

The District at its sole discretion can decide to contract with a qualified Consultant(s) for a portion of or all-inclusive services as outlined herein. The District is looking to enter into an agreement to hire at minimum, one selected individual consultant to be housed part-time for a minimum of **three years with two (2) one-year options to renew services on an annual basis or as needed** to assist the District's Facility Planning, Construction, and District Support Services Department. The District may have the option and discretion to supplement these services with additional consultant staff as needed depending on workload and necessity.

1.2 RFQ/RFP Schedule

Consultants must adhere to the RFQ/RFP Schedule indicated below. The District reserves the right to modify this Schedule as needed and will issue an addendum if the Schedule is modified.

Event / Occurrence	Deadline
District Issues RFQ/RFP	May 13, 2025
Deadline for Consultants to submit written questions regarding this RFQ/RFP to: FacilitiesRFP@rsccd.edu	June 11, 2025 by 4:00pm
Deadline for Consultants to submit Response	July 8, 2025 by 4:00pm
District to interview Consultant(s)	July 2025
Anticipated District Board of Trustees Approval of Agreement	August 2025

1.3 Qualified Consultant

The purpose of this RFQ/RFP is to obtain information that will enable the District to select a consultant that is extremely familiar with all applicable regulations and industry guidelines especially as they apply to the District facilities projects, and be capable of providing work product that will enable the District to strictly comply with said requirements. All licensed professionals in charge of the work must be directly employed by the responding Consultant and not employed as a Sub-Consultant. Each Consultant responding to this RFP should be prepared and equipped to provide full service to the District in an expeditious and timely manner and on relatively short notice so as to enable the District to meet critical time deadlines and schedules.

The selected Consultant shall demonstrate a thorough working knowledge and familiarity with all current fire safety codes and standards including, but not limited to, the National Fire Protection Association (NFPA 13, 14, 17, 17A, 20, 24, 72, 80, 92, and 2001), California Fire Code (CFC), California Code of Regulations (CCR Title 19 + 24), and other pertinent codes and standards for Community Colleges, to enable the District to strictly comply with said requirements.

The Consultant shall hold any necessary required NFPA certifications, and have a working knowledge of fire alarm systems, fire life safety systems, fire life safety compliance, and any

necessary and required services for the comprehensive maintenance of all fire life safety systems across a broad spectrum said systems.

Consultant must demonstrate having at minimum 5 years of qualified experience with 8-10 years preferred in the specialty area of fire alarms (including Notifier) and fire life safety systems (including water-based systems).

Consultant must have relevant projects or similar client experiences that includes a professional and successful working relationship. Demonstrated successful working relationships with other higher education institutions, public agencies and/or Community Colleges is required.

The Consultant shall have a thorough working knowledge and understanding of the Division of the State Architect and any fire alarm or fire related systems regulations or interpretations by said agency.

Five years of experience inspecting various fire alarm and fire life safety systems is desired and the Consultant must be capable of assisting the District's Safety Department to review existing fire alarm and fire life safety system documents, testing reports, work order reports, current vendor performance agreements, campus and staff protocols.

Consultant must be able to clearly communicate both verbally and in written format for general consumption to a wide variety of audiences (i.e. staff, faculty, vendors, contractors, etc.). The Consultant will need to develop and/or revise working protocols and procedures for District employees and vendors, create a variety of work products/reports, make recommendations and provide oversight, feedback and daily communication to ensure the working performances of a variety of fire alarm and fire life safety systems districtwide.

Consultant Personnel Criminal History Clearance. The Consultant personnel shall complete a Department of Justice fingerprint verification that such personnel: (i) is not subject to a pending criminal proceeding for a felony described in Education Code §45122.1; and (ii) has not been convicted of a violent or serious felony as described in Education Code §45122.1. The Consultant shall provide the District with written evidence of the Department of Justice fingerprint check of Consultant personnel and verification that such personnel: (i) are not subject to a pending criminal proceeding for a felony described in Education Code §45122.1; and (ii) have not been convicted of a violent or serious felony as described in Education Code §45122.1. Costs, fees, expenses or other charges relating to Department of Justice fingerprint checks of Consultant employees pursuant to the foregoing shall be borne solely and exclusively by the Consultant.

Conflict of Interest. The Consultant selected by the District to perform these services **will not** be permitted to perform any testing, inspection, maintenance, monitoring or repair work associated with the systems as described in this RFQ/RFP, as the District deems such a conflict of interest.

1.4 Submission

If your firm is interested in performing these services, on behalf of the District, please submit to the District a Proposal in accordance with this RFQ/RFP. Proposals must be emailed to FacilitiesRFP@rscdd.edu and must be submitted no later than the date and time indicated in the RFP Schedule, Section 1.2. Delivery of proposals is the sole responsibility of the Consultant. All proposals must be signed (electronic signature accepted) and become the property of the District.

1.5 Response Format

Each Consultant is required to submit a Proposal they deem appropriate to the following requests. Proposals should be brief and concise, but provide sufficient clarity to meet the criteria to be used in the evaluation process. Each Proposal must be organized in order and include all sections and information as stated in Part 4, Statement of Qualification. Each Consultant shall submit **one (1)** electronic copy, in PDF format with bookmarks, of the RFQ/RFP. Hard copies of the proposal are not required. The District will evaluate the Proposal based on the responsiveness to District requirements listed.

NOTE for Exhibits: All Exhibits should be tabbed, labeled and included as part of the appendix. It is at the Firm's discretion to determine how to reference, in the body of the Proposal, the location of the Exhibits in the appendix. All Exhibits may be recreated in another program as long as the formatting and information requested mirrors the PDF forms attached to this RFP. The intent of the PDF forms is to keep all the requested information in a uniform format.

1.6 Questions

Consultants must carefully read the entire RFQ/RFP prior to submitting questions as most questions will be answered in this RFP. If, however, you should have questions regarding this RFQ/RFP, please email FacilitiesRFP@rscdd.edu, referencing RFQ/RFP #2425-387 and your company name in the subject line. All questions must be submitted in writing. The question deadline is indicated in the RFP Schedule, Section 1.2. After this deadline, the District will not answer, address, and/or review any questions interested Consultants might submit. Responses to all questions received prior to the deadline will be provided to all Consultants via addendum.

2. SCOPE OF SERVICES

2.1 Background

The District is looking for a part-time individual to provide consulting services to provide in house expertise as a fire alarm and fire life safety specialist. The Consultant will work as an extension of staff for the Facility Planning, Construction and District Support Services Department and the selected Consultant will report to and take direction solely from the Director and Facilities Systems Manager at the District Operations Center. It is expected that the proposed Consultant has the knowledge and experience to provide support in all of the areas listed in this RFQ/RFP. To provide efficiency and consistency across sites, the District requires that proposed Consultant be dedicated to this effort, as notified by the District.

The proposed Consultant will be coordinating and interfacing with several designated District and College staff. The selected Consultant will be housed at the District Operations Center at 2323 N. Broadway, Santa Ana, CA 92706. Part-time is defined as 20-30 hours per week, Monday through Friday, regular business hours unless otherwise changed or modified by the Director and Facilities Systems Manager as needed due to other circumstances which necessitates regular working hours to be modified. Additionally, Consultant shall be available to work during evening or late shift hours, weekends and/or holidays as necessitated by specific tasks and/or emergencies.

Under the supervision of the Director and the Facilities Systems Manager, the Fire Alarm and Fire Life Safety Specialist, CONSULTANT, shall assist the department to oversee, coordinate and manage the Rancho Santiago Community College District Fire Protection Preventative Maintenance Plan in accordance with Board Policies and Administrative Regulations, to protect life and property. It will be the Consultant's responsibility to oversee these activities and provide continuous feedback and provide any suggested recommendations to the Director and Facilities Systems Manager so that the District can continue to achieve the objective of maintaining operable fire alarms, and fire life safety systems in all facilities districtwide for the on-going

protection of life and property in a uniform and comprehensive structure of oversight and management. The Consultant shall work closely with existing staff to provide expertise, guidance and support to provide such services as an extension of staff to ensure these goals are met continuously and consistently on behalf of the management of the District.

2.2 Districtwide Sites Description

- 1) District Office – 2323 North Broadway, Santa Ana, CA 92706
- 2) Santa Ana College – 1530 W. 17th Street, Santa Ana, CA 92706; including off-site locations:
 - a. Digital Media Center – 1300 S. Bristol, Santa Ana, CA 92704
 - b. Centennial Education Center – 2900 W. Edinger Ave., Santa Ana, CA 92704
 - c. Orange County Sheriff's Regional Training Academy – 15991 Armstrong Ave., Tustin, CA 92782
- 3) Santiago Canyon College – 8045 E. Chapman Ave., Orange, CA 92869
- 4) Other sites as determined by the District.

2.3 Key Role and Responsibilities

- 1) Under the supervision of the Director and the Facilities Systems Manager, the Fire Alarm and Fire Life Safety Specialist, CONSULTANT, shall assist the department to oversee, coordinate and manage the Rancho Santiago Community College District Fire Protection Preventative Maintenance Plan in accordance with Board Policies and Administrative Regulations, to protect life and property. It will be the Consultant's responsibility to oversee these activities and provide continuous feedback and provide any suggested recommendations to the Director and Facilities Systems Manager so that the District can continue to achieve the objective of maintaining operable fire alarms, and fire life safety systems in all facilities districtwide for the on-going protection of life and property in a uniform and comprehensive structure of oversight and management. The Consultant shall work closely with existing staff to provide expertise, guidance and support to provide such services as an extension of staff to ensure these goals are met continuously and consistently on behalf of the management of the District.
- 2) The Consultant shall develop, manage, coordinate and facilitate any training if needed on behalf of the Director and Facilities Systems Manager, for personnel at various District colleges and centers needed to carry out the overall mission and activities associated with the District's Fire Protection Preventative Maintenance Plan.
- 3) The Consultant shall if needed on behalf of the Director and Facilities Systems Manager, coordinate and assist the facilitation of the activities of different District personnel, including any third party vendors who are contracted to work on any fire alarms or fire life safety systems in any of the District facilities, to ensure compliance with the Fire Protection Preventative Maintenance Plan. As such, the Consultant is also responsible for providing clear direction, information and support to various personnel and third-party vendors to make sure they understand their roles, responsibilities, scope of work, and contract requirements, as it relates to the Fire Protection Preventative Maintenance Plan.

- 4) The Consultant shall be responsible for ensuring all fire alarm and fire life safety systems and equipment are in place and functional at all District properties through on-going continued management of third-party vendors (their inspections and repair work) and coordination with campus maintenance personnel. The Consultant must make sure these systems are properly installed and fully functional and report such to the Director and Facilities Systems Manager. This may include planning, coordinating and conducting fire drills to gauge system readiness. In order to ensure system readiness, Consultant shall oversee routine inspections, testing, and maintenance of various fire safety equipment. District equipment and systems include, but are not limited to, fire alarm panels, smoke detectors, heat detectors, manual pull stations, horn/strobe components, area speakers, duct smoke detectors, fire dampers, combo smoke/fire dampers, mass notification systems, fire water pumps, fire riser assemblies, dual check detector assemblies, position-indicating valves, sprinklers, kitchen fume hood systems, smoke control doors and grills, and other specialty systems such as, but not limited to, fire suppressant systems and smoke evacuation systems.
- 5) The Consultant shall if needed, develop and write scope of work, generate site/floor plans and pictures, and list specifications to be incorporated into bid documents for projects addressing needed repairs, modifications or improvements to life safety systems throughout the District.

2.4 Detailed Scope of Services

System Readiness

- 1) The Consultant shall be responsible for ensuring all fire and life safety systems and equipment are in place and functional at all times throughout the District properties through continued management of third-party vendors, coordination with college staff, and ongoing conditions review of various District properties.
- 2) The Consultant must make sure these systems are properly installed and fully functional. This may include planning, coordinating and conducting fire drills to gauge system readiness.
- 3) In order to ensure system readiness, Consultant shall oversee routine inspections, testing, and maintenance of various fire safety equipment. District equipment and systems include, but is not limited to, fire alarm panels, smoke detectors, heat detectors, manual pull stations, horn/strobe components, area speakers, duct smoke detectors, fire dampers, combo smoke/fire dampers, mass notification systems, fire water pumps, fire riser assemblies, dual check detector assemblies, position-indicating valves, sprinklers, kitchen fume hood systems, smoke control doors/grills/WON doors, and other specialty systems such as, but not limited to, fire suppressant systems and smoke evacuation systems.
- 4) Coordinate with the District's fire protection monitoring companies to ensure vendors are meeting their contractual obligations.

Testing, Maintenance, and Repairs

- 1) Review of maintenance contracts to ensure proper execution of scope of services related to the fire protection as required. Assist the District's purchasing department with scoping of new RFPs and SOQ.

- 2) Assist in developing Request for Proposals (RFP), Solicitations of Quotes (SOQ), and Public Bids for testing, inspection, repair and maintenance of fire safety systems and assist in reviewing proposals and provide recommendations to the District. Assist the District in determining code required testing of fire protection systems and frequency of testing.
- 3) Oversee the vendors testing and inspection plan and coordinate against the college schedule and activities, coordinate with the college staff for access, and review the contractor's plans for thoroughness. Attend vendor testing and inspection of the fire safety systems and ensure vendors are adhering to fire safety codes and standards during the execution of testing and inspections.
- 4) Review testing and inspection reports for thoroughness and make sure all pieces of equipment have been accounted for, checked, verified, and noted in the final report. Provide post-testing and post-inspection review of reports and coordinate corrective work with the District, college staff, and outside vendors. Review corrective items and advise on impacts associated with such and prioritize the work.
- 5) Review existing maintenance agreements to verify if the corrective work can be done using existing agreements. Otherwise assist the Purchasing department in development of SOQs scope and schedules.
- 6) Review District and campuses current existing schedule of preventative maintenance, testing, and repair work scheduled for any of the related fire alarm and fire life safety systems. Determine an appropriate schedule for preventative maintenance work and testing associated with such alarms and systems. Develop a comprehensive schedule that is readily available for the Director and Facilities Systems Manager.
- 7) Coordinate repair work with the college schedule and activities, coordinate with the college staff for access, and review the contractor's repairs to ensure the corrective items have been fully resolved. Schedule re-testing activities upon completion of the repair work to verify reported deficiencies have been fully corrected and coordinate the testing with the college staff and college schedules.
- 8) Once the corrective work has been completed and accepted, update the test reports with the action item taken to address the noted deficiencies.
- 9) Obtain all field reports, warranties, O&M manuals, and pertinent closeout documentation for all repair work.
- 10) Keep clear, concise, and accurate records of inspections, testing, maintenance, and repairs.
- 11) Review vendor's invoices for reasonableness, correctness, and appropriate charges. Monitor project budget to ensure compliance with the District's budget.

Record Keeping

- 1) The Consultant shall keep all pertinent records related to work outlined herein in an electronic format on the District's network per the District's filing protocol or in any other format requested by the Director and Facilities Systems Manager.
- 2) Such records include but are not limited to: inspections, assessments, tests, repair work and/or replacement, work orders, certifications, etc.
- 3) Provide monthly status reports at a minimum to the Director and Facilities Systems Manager in a prescribed format or as requested by the Facilities Systems Manager.

Coordination with Other Projects

- 1) Interact with District staff, consultants, design consultants, and other respective parties as needed to coordinate fire protection scope.
- 2) Coordinate with the District during new construction or renovations to ensure vendors obtain approvals prior to programming and integration into master panels.
- 3) Manage and oversee all fire panel access and passwords. Keep logs of vendor panel access and changes made to the panel fire alarm programming. Obtain as-programmed files from vendors and coordinate these files with other active projects to ensure programming revisions do not compromise critical as-programmed files and sequence of operations.
- 4) Assist and coordinate with District Project Managers and Construction Managers to ensure complete fire safety plans and closeout documents are provided and archived.
- 5) Upon completion of new construction or renovation work, update logs with new equipment and systems. Coordinate with the District to update testing and maintenance agreements to ensure equipment is tested and inspected.

Other Management Duties

- 1) Attend and participate in various District meetings and provide written and verbal reports and maintain record meeting minutes as required by the Facilities Systems Manager.
- 2) Provide assistance when necessary in updating the Districtwide Standards for Construction Materials, Furnishings and Equipment as it relates to fire protection systems. This includes a strategy of approach, identification of areas to standardize, and to complete standards that the District can continue to update over time. Work with the District's Facility Planning, District Construction and Support Services as needed.
- 3) Coordinate and communicate effectively with various consultants, agencies, regulatory agencies, other District employees, and/or others as needed.
- 4) Perform additional tasks after consultation and at the direction of the Director and Facilities Systems Manager that may be necessary if not outlined herein to

ensure the District's successful fire protection management of all fire alarm and fire life safety systems.

- 5) Provide administrative support to the Director and Facilities Systems Manager as required.
- 6) Provide estimating services as required.
- 7) Provide scheduling services as required.
- 8) On-going review and/or processing of invoices on behalf of the District to ensure timely payment if overseeing and confirming third party vendor(s) work performance as related to the scope of work discussed herein at the direction of the Director and Facilities Systems Manager.
- 9) Provide specialized fire protection technical support to the college and the District as required.
- 10) Miscellaneous duties related to the effective and successful project management of fire alarms, and fire life safety systems.

2.4 Deadlines

Each Consultant must be prepared to provide turn-key services for such fire alarm, fire life safety specialty consulting services as the District may hereafter require. Each Consultant must be prepared and equipped to provide such services in an expeditious and timely manner and on relatively short notice to enable the District to meet critical, and at times unpredictable, time deadlines and schedules.

2.5 Compliance with Applicable Laws

Consultant's Statement of Qualifications must set forth Consultant's understanding of all applicable laws, guidelines, and requirements, including the Education Code, Division of the State Architect (DSA) and local, City or County ordinances and/or other applicable guidelines applicable to the Services to be undertaken, as well as Consultant's ability and methodology to comply with the same. Consultant's Response must confirm that the proposed Services will meet all the aforementioned requirements as set by the applicable codes, regulations and guidelines.

2.6 Working Conditions

Each Consultant shall be capable of working indoors and outdoors, as required, in all weather and site conditions including, but not limited to, rain, dirt, mud, and ice. The Consultant's activities may require kneeling, bending, climbing ladders, stepping over trenches, etc.

3. RESPONSE STATEMENT

3.1 Firm Information

Provide a cover letter and introduction, including the company name, address, telephone number, and email address of the person or persons authorized to represent the institution regarding all matters related to the Response. As part of the narrative, provide a brief synopsis of the firm's corporate structure and history. In addition, provide three (3) references of similar projects and scope including: client name, project name/reference, contact name, phone number, and email address. In a narrative discussion, describe any litigation or threatened litigation against your firm or its owners that may affect your performance or completion of this

proposed program. A person authorized to bind the firm to all commitments made in the Response shall sign this letter. In addition to the cover letter, complete **Exhibit A – Firm Information Form** and **Exhibit B – Information Questionnaire Form**.

3.2 Firm Approach and Methodology

Describe the Consultant's philosophy with regard to approach and experience related to Services outlined in this RFQ/RFP. This shall include providing a Response based upon the scope of services outlined within this RFQ/RFP and any alternative scope of work that the Consultant may recommend as appropriate based upon its experience and expertise.

3.3 Firm Experience

Provide a summary of Consultant's relevant expertise and experience in Fire Alarm and Fire Life Safety Specialist Consulting services, especially as it relates to public institutions and/or community college facilities.

Furthermore, provide a list of all District contracts held within the last five (5) years including, with respect to each project, the project name, property address, contract amount, and Consultant's contact person at the District on said project. Past performance of the Consultant will be evaluated and Clients listed may be contacted for a reference.

3.4 Key Personnel and Resumes

Please identify your Firm's proposed team member(s) their specific expertise and experience in said consulting services, especially as it relates to Community College campus projects. Include an organizational chart for the proposed staff and indicate who will be the District's main contact person for your Firm. **Provide the names and detailed resumes of any proposed team member who will be the designated proposed Consultant. If the firm has multiple candidates to submit, please provide individual resumes for each individual. It is expected that the individuals proposed have the requisite knowledge and experience to work directly with the District. The resume needs to demonstrate appropriate technical skills, industry standards, code and regulatory knowledge and experience with similar public institutions and related fire alarms and fire life safety systems. Any consultant selected by the District shall not be changed unless agreed upon in writing by the District.** In addition, list all professional registration certifications and/or license designations and numbers that are currently active in the State of California pertinent to a Fire Life Safety Specialist. Do not list any inactive registration and/or license designations.

3.5 Sub-Consultants

There shall be no sub-consultants as part of this Response.

3.6 Fee Response and Billing Rates

Consultant shall **propose** an **hourly fee** for all services described in this RFQ/RFP. Consultant's proposed fee should include and account for all direct labor costs, fringe benefits, insurance, overhead, profit, travel costs, and all other expenses the Consultant will incur in providing the services. Utilizing **Exhibit C – Billing Rate Form**, provide billing rates for proposed Consultant as well as overtime and double-overtime hourly rates, any overhead or other special charges.

The District anticipates these services to be contracted on an annual basis (potentially 3 year start up) with up to a maximum of 5 years. Annual renewals are at the District's sole discretion.

Hourly rates shall not be subject to changes or increases during the term of the agreement or if the agreement is renewed in each annual renewal unless agreed in advance by the District as part of this RFP response.

3.7 Certification

Consultants shall certify that they have received the RFQ/RFP, read the instructions and submitted a Statement of Qualifications with the proper authorizations. Consultant shall complete **Exhibit D – Certification, Request for Qualification** and submit it with the Response.

3.8 Non-Conflict of Interest

Consultants shall certify that they shall perform Services as an independent contractor and not as an officer, agent or employee of the District. Consultant shall complete **Exhibit E – Statement of Non-Conflict of Interest**, and submit it with the Response.

Note: During the qualification and selection process (i.e. from the date this RFQ/RFP and/or future RFPs are released to the conclusion of the selection process), if it is determined that any individual(s) who works for or represents any interested firm communicates with, contacts and/or solicits Board Members of the District in any fashion, said firm shall be disqualified from the RFQ and/or RFP selection process, and may be removed from any established prequalified list, as well as the removal from the “interested vendors list.”

4. CONTRACT REQUIREMENTS

4.1 Insurance Requirements

The Firm awarded a contract will be required to maintain, in full force and effect and at their own expense, insurance policies with companies certified with the California Insurance Commission. For detailed insurance requirements, refer to **Exhibit F - Consultant Service Agreement**.

Prior to commencing work, the selected firm must provide the District with certificates of insurance that include the following: the Rancho Santiago Community College District and its Board, Officers and employees, shall be named as additional insured parties on General Liability and Automobile policies. Endorsements must be submitted with the certificate(s).

5. SELECTION CRITERIA / EVALUATION PROCESS

All Responses will be evaluated as per the selection criteria and evaluation process described below. All Consultants shall be advised and understand the policies applicable to contract award if selected.

5.1 Selection Criteria

Although not necessarily exhaustive of the criteria to be utilized by the District, the District intends to use the following evaluation criteria in selecting the Consultant for the Project(s).

- **Responsiveness to the RFQ/RFP:** breadth and depth of response, completed Firm Information Form
- **Firm Information:** complete information regarding firm location, ownership, etc. Completed Firm Information Questionnaire (legal history, insurance coverage, safety record, disputes, termination, bankruptcy)
- **Firm Project Experience:** completed the form and demonstrates adequate and relevant experience, community college and/or school district experience, proven experience in meeting schedules and deadlines, adequately addresses items noted on form
- **Project Team and Sub-Consultants:** has provided all team member resumes with appropriate information, project experience noted, licenses noted, qualifications noted
- **Current Workload & Availability:** has adequate resources to support project, firm’s support staff, project team and/or sub-consultants

- **Firm Approach & Methodology:** outlines a proposed methodology to be utilized in design of project as it relates to involvement of faculty, staff, management and other interested parties; evidence of ability to prioritize project and begin job in a timely fashion, able to address appropriately and differentiate aesthetics and functionality objectives of projects, has experience with site evaluations for projects
- **Specific Team Member Project Experience:** evaluate team member experience, relevancy for project and scope, totality of team members including sub-consultants identified to work on project
- **Fee:** has provided a proposed fee, provided billing rates for team members and sub-consultants, has competitive rates in comparison to others, completed the Billing Rate Form.
- **Budgets/Cost Estimates:** (if applicable) proven experience in accuracy of firm's cost estimates
- Firm located in District or Orange County (for locally-funded projects), filled out the local hire/business form
- Veteran owned firms and/or DVBE firm
- Completed Certification Form
- Completed Statement of Non-Conflict of Interest Form
- Provided comments on Draft Agreement (if applicable)
- Client Reference Checks: satisfaction of prior/current clients, professional reputation of the firm, past experience working with District

5.2 Evaluation

Responses will be evaluated by a panel consisting of individuals selected by the District. At the District's discretion, to further assist in evaluation, some, one, or all of the responding firms may be requested to participate in an oral interview. The interview will be used as another opportunity to clarify any issues within a given Response and explore the approaches that may be used to satisfy all District requirements. The District reserves the right to request that some or all of the responding firms consent to being interviewed by selected District personnel and/or representatives and/or submit additional written information.

The District reserves the right to: (i) extend the Response Deadline, and/or (ii) send out additional RFQ/RFPs.

The District shall not be responsible in any manner for the cost associated with preparing a response/Response and/or participating in an interview. The RFQ/RFP's, including all drawings, plans, photos, and narrative materials, shall become the property of the District upon the District's receipt of same. The District shall have the right to copy, reproduce, publicize and/or dispose of each RFQ/RFP in any way that the District may choose. The District reserves the right to negotiate the terms and conditions of any agreement for services that may hereafter be let by the District.

5.3 Best and Final Offer

The District reserves the right, after the opening/evaluation of the RFQ/RFP proposals ("Respondents") to request all or some of the Respondents to submit "Best and Final Offers" ("BAFO"). The RFQ/RFP Response of a Respondent who has been requested by the District to submit a BAFO, but fails or refuses to submit the BAFO in accordance with the District's request will be rejected for non-responsiveness.

5.4 District Negotiation

The District reserves the right (whether or not the District elects to engage in the BAFO process) to enter into negotiations with one or more Respondents regarding pricing, hourly rates, contract terms or other aspects of the requirements of the Consultant agreement.

5.5 Changes to RFQ/RFP

This RFQ/RFP and any potential future RFPs or RFPs associated with this solicitation, does not commit the District to award a contractual agreement with any vendor or to pay any costs incurred in the preparation of RFP. The District reserves the right at its sole discretion to: (i) waive or correct any defect or informality in any response, (ii) withdraw this RFP, (iii) reissue this RFP, (iv) reject any and/or all RFPs, (v) prior to submission deadline for RFPs, modify all or any portion of the selection procedures including deadlines for accepting responses, services to be provided under the RFP, or the requirements for contents or format of the RFPs, (vi) waive irregularities, (vii) procure any services specified in this RFP by any other means, (viii) determine that no projects will be pursued and/or (ix) terminate or change the contracting process articulated in this RFP because of unforeseen circumstances.

Exhibit A – Firm Information Form

Background

Firm Name		Address	
Yr Est.	Phone	FAX	E-Mail

Principals/Officers to Contact:

Primary Contact	Title	Phone	E-Mail
Secondary Contact	Title	Phone	E-Mail

Is the firm authorized to do business in CA? ☐ Yes ☐ No
If Yes, on what basis? ☐ CA Corp ☐ CA Business License ☐ Other: _____

Any former address or parent company? ☐ Yes ☐ No
If Yes, please specify: _____

Type of Firm: ☐ Sole Owner ☐ Partnership ☐ Corporation
☐ Joint Venture ☐ Other: _____

DVBE Participant? ☐ Yes ☐ No

Experience

Professional Service Fees (indicate index number corresponding to fees received in each noted year):

☐ 2020

☐ 2021

☐ 2022

☐ 2023

☐ 2024

Index numbers for Professional Services Fees:

- | | |
|------------------------|----------------------|
| 1. Less than \$50,000 | 5. \$500,000-\$1M |
| 2. \$50,000-\$100,000 | 6. \$1M-\$2M |
| 3. \$100,000-\$250,000 | 7. \$2M-\$5M |
| 4. \$250,000-\$500,000 | 8. Greater than \$5M |

Total Years of Service

☐ Community College

Personnel

Total # of Personnel: _____

	Name of Proposed Consultant	License/Discipline/ Education Degree	Years of Experience	
			Total Work Experience	Community College Work Experience
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____

Please submit individual resumes as discussed in Section 3.4.

Exhibit B – Firm Information Questionnaire

ANSWER THE FOLLOWING QUESTIONS

1. Is the company or its owners connected with other companies as a subsidiary, parent, affiliate, or holding company? ☐ Yes ☐ No
If yes, explain on a separate, signed sheet.
2. Does the company have an ongoing relationship or affiliation with a contractor or equipment manufacturer? ☐ Yes ☐ No
If yes, explain on a separate, signed sheet.
3. Has the company (or any owner) ever defaulted on a contract forcing a surety to suffer a loss? ☐ Yes ☐ No
4. In the past five (5) years, has the company had any project with disputed amounts more than \$50,000 or a project which was terminated by the owner, owner's representative or other contracting party and which required completion by another party?
☐ Yes ☐ No
If yes, explain on a separate, signed sheet. State the project name, location, owner/contact person, telephone number, contract value, disputed amount, date and reason for termination/dispute.
5. Has the company, an affiliate company, or any owner ever declared bankruptcy or been in receivership? ☐ Yes ☐ No
If yes, explain on a separate, signed sheet.
6. Has the company ever had arbitration on contracts in the past five (5) years?
☐ Yes ☐ No
If yes, explain on a separate, signed sheet. State the project name, location, owner/contact person, telephone number, contract value, disputed amount, a brief description and final resolution.
7. Does the company have any outstanding liens or stop notices for labor and/or materials filed against any contracts which have been done or are being done by the company? ☐ Yes ☐ No
If yes, explain on a separate, signed sheet. State the project name, location, owner/contact person, telephone number, amount of dispute, and brief description of the situation.
8. Has your firm, or an individual from your firm providing services for a project, ever been terminated for convenience or cause from a project, by either school district, College, CCD, public agency or client.
If yes, explain on a separate, signed sheet. State the project name, location, owner/contact person, telephone number, and brief description of the situation.

THE UNDERSIGNED DECLARES UNDER PENALTY OF PERJURY THAT ALL OF THE INFORMATION SUBMITTED WITH THIS RFQ IS TRUE AND CORRECT. FAILURE TO PROVIDE BACK UP TO A "YES" ANSWER AND/OR FAILURE TO SIGN THIS DOCUMENT MAY RESULT IN A RESPONSE DISQUALIFICATION.

Signature:	_____	Title:	_____
Print Name:	_____	Date:	_____
	_____		_____

Exhibit C – Billing Rates

Firm Name: _____

Billing Rates

Do rates include travel charges? ☐ Yes

Note: All rates shall include travel and mileage. Travel and mileage are not acceptable reimbursable items.

Please provide hourly rates, based on the following:

The selected Consultant will be housed at the District Operations Center at 2323 N. Broadway, Santa Ana, CA 92706. Part-time is defined as 20-30 hours a week, Monday through Friday, regular business hours unless otherwise changed or modified by the Director and Facilities Systems Manager as needed due to other circumstances which necessitates regular working hours to be modified. Additionally, Consultant shall be available to work during evening or late shift hours, weekends and/or holidays as necessitated by specific tasks and/or emergencies.

Proposed Consultant	Hourly Rate(s)

Reimbursable Expenses

Estimated Amount

Effective Dates of Rates

Signature

NOTE: All licensed professionals in responsible charge of the work MUST be directly employed by the responding Consultant and NOT employed as a Sub-Consultant. Consultant shall **propose** an all-inclusive hourly fee for all Services describe in the RFP. Consultant's proposed fee shall include and account for all direct labor costs, fringe benefits, travel, insurance, overhead, profit, and all other expenses the Consultant will incur in providing Services. All other Services not included herein shall be negotiated as required.

Exhibit D – Certification, Requests for Qualifications

I certify that I have read and received a complete set of documents including the instructions for submitting a Statement of Qualifications (“SOQ”) in response to the attached Request for Qualifications. I further certify that I am submitting seven (7) original copies, and one (1) electronic copy containing a complete, single-document PDF version of the firm’s SOQ in response to this request and that I am authorized to commit the firm to the SOQ submitted.

I consent to Rancho Santiago Community College District contacting references included in this Statement of Qualifications, including but not limited to other school districts listed herein for the purposes of obtaining information about the survey experience.

FAILURE TO SIGN THIS DOCUMENT MAY RESULT IN A STATEMENT OF QUALIFICATIONS DISQUALIFICATION

SIGNATURE

TYPED OR PRINTED NAME

TITLE

COMPANY

ADDRESS

CITY, STATE, ZIP

TELEPHONE

FAX

DATE

If you are a corporation, please
provide your corporate seal here.



Exhibit E – Statement of Non-Conflict of Interest

The undersigned, on behalf of the consulting firm set forth below (the "Consultant"), does hereby certify and warrant that if selected, the Consultant, while performing the consulting services required by the Request for Qualifications, shall do so as an independent contractor and not as an officer, agent or employee of the Rancho Santiago Community College District ("the District").

(1) No officer or agent of the Consultant has been an employee, officer or agent of the District within the past two (2) years;

(2) The Consultant has not been a source of income to pay any employee or officer of the District within the past twelve (12) months;

(3) No officer, employee or agent of the District has exercised any executive, supervisory or other similar functions in connection with the Consultant Agreement or shall become directly or indirectly interested in the Consultant Agreement;

(4) The Consultant shall receive no compensation and shall repay the District for any compensation received by the Consultant under the Consultant Agreement should the Consultant aid, abet or knowingly participate in violation of this statement; and

(5) During the selection process (from the date the RFQ is issued and ending on the date of the award of the contract), if it is determined that any individual(s) who work(s) and/or represent(s) the Consultant for business purposes communicates, contacts and/or solicits District's Governing Board ("Board"), selection committee members, any members of Citizens' Oversight Committee, or with any employee of the District except for clarification and questions as described herein in Section 1.6 in any fashion, such Consultant shall be disqualified from the RFQ selection process and from participating in any future RFQs and/or RFPs. This may also result in the removal of the Vendor, Firm, Contractor and/or Consultant from any established Pre-qualified list, as well as the removal from the "interested vendors" list.

SIGNATURE

PRINTED NAME

TITLE

DATE

IF CONSULTANT IS UNABLE TO VERIFY THAT NO CONSULTANT EMPLOYEES ARE ALSO EMPLOYEES, OFFICERS OR AGENTS OF THE DISTRICT, PLEASE READ SECTION BELOW AND PROVIDE ADDITIONAL INFORMATION ON A SEPARATE SHEET.

(1) Consultants are required to disclose any Consultant's employee, officer or agent who is also an employee of the District. Please provide this information on a separate sheet.

(2) For all "dual employees" disclosed by a Consultant, the Consultant must provide specific details of the general/routine roles and responsibilities of the "dual employee" for the Consultant and the specific duties and responsibilities of the "dual employee" relating to the RFP and services required by the RFP.

(3) For Consultant who discloses that an employee, officer or agent of the Consultant is also a District employee, the District reserves the right to reject any Proposal based on the roles and responsibilities of the "dual employee" violating BP 7004 or Government Code §1126(a).

Exhibit F – Consultant Services Agreement

See attached pages.

CONSULTANT SERVICES AGREEMENT

This Consultant Services Agreement ("Agreement") is made and entered into as of <DATE>, between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, ("District"), and XXXXX ("Consultant"). The District and the Consultant are sometimes referred to herein as a "Party" and collectively as the "Parties". This Agreement is entered into with reference to the following facts:

WHEREAS, District requires specialized services and/or advice in connection with certain consulting, financial, economic, accounting, estimate and/or administrative matters where such services and advice are not available to the District without cost either internally or from other public agencies;

WHEREAS, Consultant is specially experienced and competent to provide to the District certain specialized services and/or advice described in Exhibit A to this Agreement ("Services"); and

WHEREAS, District desires to retain the Consultant to complete the Services upon the terms of this Agreement; and

WHEREAS, Consultant has indicated its willingness and commitment to provide its specialized services and/or advice to the District on the terms hereinafter set forth in this Agreement.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1. SCOPE OF SERVICES AND RESPONSIBILITIES

- 1.1. Services. Consultant shall provide all work, labor, services, equipment necessary to perform, provide and complete the Services described in Exhibit A which is attached hereto and incorporated herein by this reference. If there is any conflict or inconsistency between a proposal or similar document attached, referenced or incorporated into Exhibit A, and the terms of this Agreement, the terms of this Agreement shall be control and govern.
- 1.2. Agreement Term. The Term of this Agreement shall begin <DATE> and shall terminate on <DATE> in accordance with the schedule as stated in Exhibit A. The Parties agree should all Services be completed by Consultant and accepted, in writing, by District prior to the expiration of the Term set forth above, the Term of this Agreement shall automatically terminate as of the date of the District's acceptance of the Services provided by the Consultant as being complete.
- 1.3. 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 contract with the Consultant to provide the Services subject 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 completion of Services under this Agreement:
 - 1.3.1. Consultant Qualifications. 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, the Consultant and/or the Consultant's personnel possess all licenses, certifications and/or governmental approvals/permits required to complete the Services.
 - 1.3.2. Personnel Qualifications. All personnel assigned by the Consultant to complete any Services under this Agreement are qualified, experienced and capable of completing the tasks assigned.
 - 1.3.3. Consultant Resources. The Consultant represents that in addition to personnel resources the Consultant possesses all other resources, including without limitation, financial, administrative, tools and equipment necessary to complete the Services and other Consultant obligations under

this Agreement.

- 1.3.4. Compliance With Laws. 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.
- 1.3.5. Compliance with Board Policies and Administrative Regulations. At all times when the Consultant's personnel are on District property, all personnel shall comply with all applicable Board Policies and Administrative Regulations implementing Board Policies. Personnel violating Board Policies or Administrative Regulations are subject to all remedies established therein, including removal from District property.
- 1.4. Consultant Standard of Care. Consultant will perform its Services hereunder: (i) using its 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; and (iii) the terms of this Agreement. The Consultant will furnish, at its expense, those Services that are set forth in this Agreement and Exhibit A and represents that the Services described in Exhibit A 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 Services. If the District requests 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 if any such requested Services, in the Consultant's opinion, lie outside of the technical and professional expertise of the Consultant.
- 1.5. Project Design/Construction. If the Services under this Agreement are in connection with the design or construction of buildings, infrastructure facilities or other improvements (hereinafter referred to singularly as a "Project" and collectively as the "Projects"), the Consultant shall not be responsible for acts and/or omissions of any other party or parties involved in the design or construction of a Project. The Consultant is not authorized to modify, waive, eliminate, or add any requirement to the specifications or other contract documents of Projects, nor to approve or accept any portion of the construction work, unless specifically authorized in writing by the District or its authorized representative. The Consultant shall not have the right to reject or to stop work of Projects, except for such periods as may be required to conduct sampling, testing or inspection of work to complete Services subject to this Agreement. The foregoing notwithstanding, the Consultant's instruments of services or other work product completed as part of the Services under this Agreement shall be completed timely and accurately; the Consultant is responsible for losses, damages or other costs incurred by the District as a result of untimely completed or inaccurate instruments of service or work product provided under this Agreement.
- 1.6. Consultant Representative; District Representative. The Consultant shall coordinate and perform all Services under this Agreement through the District's authorized representative. The Consultant shall designate a senior management employee as the Consultant Representative under this Agreement. The Consultant Representative shall have authority to bind and commit the Consultant. Communications of the District to the Consultant Representative are deemed communications to the Consultant.
- 1.7. Cost Effective Completion of Services. The Consultant shall complete Services in a cost-effective manner. If compensation to the Consultant is based on the time of the Consultant's personnel to complete Services, the Consultant shall assign the most cost-effective personnel with appropriate skills, knowledge and experience to complete Services assigned.
- 1.8. Labor Code Public Works Compliance.
- 1.8.1. DIR Contractor Registration. If the nature of any portion of the Services subject to this Agreement is within the scope of "public works" as defined in Labor Code §1720, the Consultant

and any Sub-Consultants shall, at all times during the Term of this Agreement, be registered with the California Department of Industrial Relations ("DIR") pursuant to Labor Code §1725.5. If DIR registered contractor requirements are applicable, failure of the Consultant or a Sub-Consultant to comply with such requirements shall be an event of Consultant Default and grounds for termination for cause.

- 1.8.2. Prevailing Wage Rates; Certified Payroll Records. If DIR contractor registration requirements apply to any portion of the Services, all of the personnel of the Consultant and any Sub-Consultant completing Services subject to DIR contractor registration shall be paid not less than the prevailing wage rate established for the Services completed. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Division of Labor Standards Enforcement ("DLSE"). If any of the Services require the Consultant to pay its personnel prevailing wage rates, the Consultant shall be subject to all penalties and assessments established by law for violation of prevailing wage rate obligations.
- 1.8.3. Certified Payroll Records. If prevailing wage rate requirements apply to any portion of the Services the Consultant and Sub-Consultants shall furnish certified payroll records as required pursuant Labor Code §1776 directly to the Labor Commissioner in accordance with Labor Code §1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) on such forms and in such format as prescribed by the Labor Commissioner.
- 1.9. Consultant Employees; Sub-Consultants. All Services shall be completed by personnel employed by the Consultant unless Sub-Consultants to the Consultant are accepted in advance by the District for completing specific portions of the Services. The completion of any Services by personnel who are not employed by the Consultant and/or accepted in advance by the District is a material default of the Consultant under this Agreement. The Sub-Consultants accepted by the District are identified in Exhibit A hereto. During the Consultant's completion of Services, the Consultant may request the District accept a Sub-Consultant not identified in Exhibit A to complete a portion of the Services. If the District accepts such a Sub-Consultant, the Consultant's use of such a Sub-Consultant to complete a portion of the Services is subject to an amendment to this Agreement setting forth the District accepted Sub-Consultant and the portion of the Services to be completed by the District accepted Sub-Consultant. Notwithstanding completion of any portion of the Services by employees of the Consultant and/or by District accepted Sub-Consultants, the Consultant is responsible for Services completed by the Consultant's employees or Sub-Consultants.

ARTICLE 2. COMPENSATION TO THE CONSULTANT

- 2.1. Services Contract Price. The compensation due from the District to the Consultant for completing the Services and other Consultant obligations under this Agreement is set forth in Exhibit A attached hereto ("Services Contract Price"). The Services Contract Price is the full amount due from the District to the Consultant under this Agreement. The Services Contract Price includes the Consultant's fee, personnel expenses (including all benefits and burdens) for Consultant personnel and others providing any part of the Services, travel of Consultant personnel and others completing the Services to and from their respective offices/homes and the District's campuses and the District's Administrative Offices, travel within the Counties of Ventura, Los Angeles, Orange and Riverside, costs, expenses or other charges for completing Services; materials, equipment and other items necessary to complete the Services, profit and administrative and overhead costs (including without limitation insurance premium costs).
- 2.2. District Allowance. If indicated in Exhibit A, the Services Contract Price includes a District Allowance in the amount set forth in Exhibit A. Use of the District Allowance is in the sole and exclusive discretion of the District; any use of a portion of the District Allowance will be for the purposes of the District Allowance set forth in Exhibit A. The Consultant shall not be entitled to

payment or receipt of any portion of the District Allowance unless the District notifies the Consultant in writing of the District's authorization to use a portion of the District Allowance for the purposes described in such written authorization. If the District approves the use of any portion of the District Allowance pursuant to the foregoing, the Consultant may submit billings for payment of the authorized District Allowance pursuant to Article 2.5 below. If, upon completion of the Services, any portion of the District Allowance is not utilized, such unused portion of the District Allowance shall be deemed deducted from the Services Contract Price.

- 2.3. Additional Services. If the District authorizes the Consultant to complete any Additional Services, payment from the District to the Consultant for District authorized Additional Services shall be in accordance with the District's written Additional Services Authorization.
- 2.4. 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 2.4. 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 approved in advance by the District; and (iii) other District requested items.
- 2.5. Consultant Billings for Payment of the Services Contract Price. Consultant shall submit one (1) invoice monthly to the District payment of the Services Contract Price due for the Services completed in the prior month and Reimbursable Expenses (if any). Consultant billings may include portions of the District Allowance that have been approved in advance by the District.
- 2.5.1. Services Contract Price Based on Personnel Time. If the Services Contract Price is based on Consultant personnel time to complete Services, billings for the Services Contract Price 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. If any of the billing invoices incorporate overtime/premium time payments for Consultant personnel, payment for the overtime/premium time for Consultant personnel time is expressly conditioned on: (i) the District's prior written authorization for Consultant personnel to complete Services on an overtime/premium time basis; and (ii) a copy of the District written authorization is included with the billing invoice.
- 2.5.2. Services Contract Price Based on Lump Sum, Fixed Price. If the Services Contract Price is based on a lump sum, fixed price, billings for the Services Contract Price shall detail the portion of the Services Contract Price requested based on the actual percentage completion of the Services.
- 2.5.3. Additional Services. The Consultant's monthly billing invoices may include payment requests for District authorized Additional Services completed in the prior month. Billing invoices requesting payment for Additional Services must reflect the compensation for the Additional Services established in the District's Additional Services Authorization and must include a copy of the Additional Services Authorization. No payments will be made by the District to the Consultant for monthly invoices requesting Reimbursable Expenses or Additional Services without the prior written authorization of the District. The District's prior written authorization is an express condition precedent to any payment by the District for Additional Services or Reimbursable Expenses and no claim by the Consultant for additional compensation related to Additional Services or Reimbursable Expenses shall be valid without prior written approval by the District.
- 2.5.4. Reimbursable Expenses. Billing invoices requesting payment for Reimbursable Expenses

incurred during the prior month must clearly list expense items for which reimbursement is being requested and be accompanied by proper documentation (e.g., receipts, invoices), including a copy of the District's Reimbursable Expenses Authorization.

- 2.6. District Payments. The District will make payment of the undisputed amount due on billing invoices within forty-five (45) days of the District's receipt of a billing statement.
- 2.7. District Right to Withhold. The District may withhold payment of any portion of the Services Contract Price if the District reasonably determines: (i) there are defects, deficiencies or other failure of the Services comply with the requirements of this Agreement; (ii) that the Consultant has failed to make payments due employees, independent contractors, contractors or vendors for work, labor, materials or services provided to the Consultant for completion of the Services, including penalties/assessments for prevailing wage rate violations, if applicable; (iii) the Consultant in default of its obligations under this Agreement; or (iv) the District has, or may, sustain damages, losses or other costs as a result of the Consultant's errors or omissions in completing Services, negligent, grossly negligent or willful conduct of the Consultant or its personnel and/or failure of the Consultant to timely complete Services. Any portion of the Services Contract Price withheld by the District pursuant to the foregoing shall be disbursed to the Consultant only after: (i) the cause(s) for the District's withhold of the Services Contract Price has/have been remedied; and (ii) after deducting District losses, damages, or other costs incurred as a result of the cause(s) for the District's withhold of the Services Contract Price.
- 2.8. Consultant Payments; Consultant Responsibilities. The Consultant is solely responsible for the timely and full payment due its personnel and Sub-Consultants, if any. If any of the Services are subject to the payment of prevailing wage rates, the Consultant shall comply with such requirements without adjustment of the Services Contract Price. The Consultant is solely responsible for classification of its personnel as employees or independent contractors and for any liability, penalty or assessment arising out of misclassification of personnel as employees or independent contractors.

ARTICLE 3. TERMINATION: SUSPENSION

- 3.1. Termination for Default. Either the District or Consultant may terminate this Agreement upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. The party initiating termination rights pursuant to the foregoing ("Non-Breaching Party") shall have the sole discretion to permit or not to permit the party in default ("Defaulting Party") an opportunity to cure the Defaulting Party defaults by completing cure requirements established by the Non-Breaching Party. Such termination shall be effective the seventh (7th) day following the date of the written termination notice, unless the Non-Breaching Party establishes cure actions to be completed by the Defaulting Party and the Defaulting Party immediately commences required cure actions and diligently thereafter prosecutes such cure actions to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Consultant if: (i) Consultant becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Consultant or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Consultant or any of Consultant's property on account of Consultant's insolvency; or (ii) if Consultant disregards applicable laws, codes, ordinances, rules or regulations. If District exercises the right of termination hereunder, the Services Contract Price due the Consultant, if any, shall be based upon Services, authorized Additional Services, and authorized Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Services Contract Price and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Consultant shall remain responsible and liable to District for all losses, damages, or other costs sustained by District arising out of termination

pursuant to the foregoing or otherwise arising out of Consultant's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Consultant hereunder for Services, authorized Additional Services, and authorized Reimbursable Expenses.

- 3.2. District's Termination for Convenience. The District may, at any time, upon seven (7) days advance written notice to Consultant terminate this Agreement or the Work of the Project for the District's convenience and without fault, neglect, or default on the part of Consultant. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Consultant or such other time as the District and Consultant may mutually agree upon. In such event, the District shall make payment of the Contract Price to Consultant for services provided through the date of termination plus actual costs incurred by Consultant directly attributable to such termination.
- 3.3. Consultant Obligations upon Termination. Upon the District's exercise of the right of termination under Article 3.1 or 3.2, the Consultant shall take such action as directed by the District relating the Services under this Agreement. If the Services are in connection with a Project, the Consultant shall complete such Services as directed by the District. Within ten (10) days of the effective date of the termination of this Agreement pursuant to Articles 3.1 or 3.2, the Consultant shall assemble and deliver all Services Records to the District.
- 3.4. District's Right to Suspend. The District may, in its discretion, suspend all or any part of the design or construction of the Project or the Services under this Agreement by written notice to the Consultant. If the District directs suspension pursuant to the foregoing, the Consultant shall resume and complete Services as directed by the District. The Services Contract Price shall not be subject to adjustment for any suspension directed by the District hereunder, unless the period of suspension directed by the District exceeds sixty (60) consecutive days and such suspension is not caused by: (i) the Consultant's default or the acts or omissions of Consultant or its Sub-Consultants or (ii) events beyond the reasonable control of the District. If the suspension directed by the District exceeds sixty (60) consecutive days, adjustment of the Services Contract Price shall be limited to substantiated increased costs of completing Services which are the direct result of the District's direction to suspend.
- 3.5. Consultant Suspension of Services. If the District shall fail to make payment of an undisputed invoice when due Consultant hereunder, Consultant may, upon seven (7) days advance written notice to the District, suspend further performance of Services until such undisputed payment is received. In such event, Consultant shall not be responsible for the delay, if any, in completing the Services which directly result from the Consultant's suspension hereunder.

ARTICLE 4. DISPUTES

- 4.1. Continuation of Consultant Services. Except in the event of the District's failure to make payment of an undisputed invoice due Consultant under this Agreement, notwithstanding any disputes between District and Consultant hereunder or in connection with the Services, Consultant and District shall each continue to perform their respective obligations hereunder; including the obligation of the Consultant to continue to provide and perform Services in accordance with the terms hereof pending a subsequent resolution of such disputes.
- 4.2. Mandatory Mediation. All claims, disputes and other matters in controversy between the Consultant and the District arising out of or pertaining to this Agreement, excepting therefrom claims for indemnity, shall be submitted for resolution by non-binding mediation conducted under the auspices of JAMS or other mutually agreeable dispute resolution service and their respective governing Construction Industry Mediation Rules or Commercial Mediation, as applicable, in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Consultant commencing arbitration proceedings pursuant to Article 4.3 below.

- 4.3. Binding Arbitration. All claims, disputes or other matters in controversy between Consultant and District arising out of or pertaining to this Agreement which are not fully resolved through the mandatory mediation set forth in Article 4.2 above shall be settled and resolved by binding arbitration before one (1) retired judge conducted under the auspices of the JAMS or other mutually agreeable dispute resolution service. Any arbitration hereunder shall be conducted in the JAMS' Regional Office or other ADR service's office closest to the District's administrative offices. The award rendered by the Arbitrator(s) ("Arbitration Award") shall be final and binding upon the District and the Consultant and shall be supported by law and substantial evidence pursuant to California Code of Civil Procedure §1296. If the Arbitration Award does not include findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296 the Arbitration Award shall be invalid and unenforceable. The District and Consultant hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the Arbitration Award if, after review of the Arbitration Award, the Court determines either that the Arbitration Award is not supported by substantial evidence or that it is based on an error of law. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference. If the Services under this Agreement are provided in connection with a Project, any claim or dispute is asserted by the Project Architect, Construction Manager if any, the Contractor and/or the District relating to the Project and arising in whole or in part out of this Agreement or the Services provided by or through the Consultant hereunder, Consultant and District agree that any arbitration proceedings initiated between Consultant and District hereunder shall, without the need for an order of the Court, be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute by and between the aforementioned parties, regardless of the dispute resolution service selected.
- 4.4. Consultant Compliance with Government Code §900 et seq. All claims, demands, disputes, disagreements or other matters in controversy which may be asserted by the Consultant against the District in a Demand for Arbitration filed pursuant to Article 4.3 above is deemed a "suit for money or damages" under Government Code §900 et seq. An express condition precedent to the Consultant's commencement of arbitration proceedings under Article 4.3, is the Consultant's compliance with and exhaustion of remedies and procedures under Government Code §900 et seq, including without limitation, §§945.4, 945.6 and 946.
- 4.5. Limitation on Arbitrator's Authority. Notwithstanding any other provision of this Article, the Superior Court for the State of California for the County of Orange, shall have sole and exclusive jurisdiction, and an arbitrator shall have no authority, to hear and/or determine: (i) a challenge to the institution or maintenance of a proceeding in arbitration of a claim on the grounds that the claim is barred by the applicable statute of limitations, (ii) the claim is barred by a provision of the California Tort Claims Act, (iii) the Consultant has failed to satisfy any and all conditions precedent to arbitration, (iv) the right to compel arbitration has been waived by the petitioner, (v) grounds exist for the revocation of the arbitration agreement, and/or (vi) there is the prospect that a ruling in arbitration would conflict with a ruling in a pending proceeding regarding the Project on a common issue of law or fact.

ARTICLE 5. SERVICES RECORDS

- 5.1. District Property. All materials, work product, documents, drawings, samples, and other items of a tangible nature (whether in any form or medium) prepared by or on behalf of the Consultant under this Agreement (collectively "Services Records") are the property of the District.
- 5.2. Consultant Responsibilities. Upon completion of the Services under this Agreement, the Consultant shall deliver all Services Records to the District. The Consultant acknowledges that assembly and delivery of all Service Records to the District is a material obligation of the Consultant hereunder. If the Consultant fails or refuses to deliver all Services Records, the District may deduct and retain from

the Services Contract Price such amount reasonably determined by the District as necessary to reproduce or recreate any Services Records not delivered to the District pursuant to the foregoing.

- 5.3. Limitations on Consultant Use of Services Records. The Consultant may, at the sole cost and expense of the Consultant, reproduce and retain the Services Records solely and exclusively for archival or reference purposes. The Consultant shall not use, re-use or reproduce any portion of the Services Records for any other purposes without the prior written consent of the District, which may be granted, conditioned or rejected in the sole reasonable discretion of the District.

ARTICLE 6. CONSULTANT ACCOUNTING RECORDS

- 6.1. General. Regardless of the manner by which the Services Contract Price is determined, the Consultant shall maintain books and records of identifying personnel completing Services and substantiating materials for authorized Reimbursable Expenses ("Accounting Records"). All Accounting Records pertaining to costs or expenses to complete services shall be maintained in accordance with generally accepted accounting practices applied in a consistent manner.
- 6.2. Consultant Maintenance of Accounting Records. The Consultant shall maintain all Accounting Records for not less than three (3) years after the completion of Services or earlier termination of this Agreement.
- 6.3. District Rights to Accounting Records. The Consultant shall permit the District to inspect and/or reproduce any portion of the Accounting Records upon reasonable advance written request of the District.

ARTICLE 7. INDEMNITY AND INSURANCE

- 7.1. Consultant Indemnity. To the fullest extent permitted by California law, the Consultant shall defend, indemnify, and hold harmless the District, its 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 the Consultant, its directors, officials, officers, employees, contractors, independent contractors, consultants, sub-consultants, representatives or agents (collectively "Indemnitors"). The Indemnitors' obligations pursuant to the foregoing are limited by the Indemnitors' proportionate liability for Claims but shall not be limited by the availability of insurance coverage or the coverage limits of any policy of insurance. 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.
- 7.2. Consultant Insurance. The 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 with the minimum coverage limits set forth below.
- 7.2.1. Workers Compensation and Employers Liability Insurance. The Consultant 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 the Consultant. The Employer's Liability Insurance may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance.
- 7.2.2. Commercial General Liability, Automobile Liability and Property Insurance. The Consultant

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 Consultant'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 the Consultant's obligations under this Agreement.

- 7.2.3. Automobile Liability Insurance. If the Consultant'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, the Consultant shall obtain a separate Automobile Liability policy of insurance.
- 7.2.4. Professional Liability Insurance. The Consultant shall obtain professional liability insurance covering liabilities of the Consultant arising out of the performance of Services under this Agreement. The Consultant's Professional Liability insurance policy shall be issued on a "Claims Made" basis and shall include "tail" claims coverage for not less than five (5) years after the completion of Services or the earlier termination of this Agreement.
- 7.2.5. Sub-Consultant Insurance. If the District consents to any completion of any portion of the Services by a Sub-Consultant to the Consultant, the Sub-Consultant shall obtain policies of insurance with the minimum coverage limits set forth herein.
- 7.2.6. Insurance Requirements. The General Liability and Automobile Liability policies of the Consultant and Sub-Consultant, if any, shall name the District and its officers, agents and employees as additional insureds; and shall state that, with respect to the operations of Consultant hereunder, such policy is primary and any insurance carried by the District is excess and non-contributory with such primary insurance. All policies of insurance shall provide that not less than thirty (30) days' written notice shall be given to the District prior to cancellation or material modifications. The Consultant and Sub-Consultants, if any, shall not provide Services until Certificates of Insurance evidencing the required policies of insurance with the minimum coverage limits are delivered to the District and accepted by the District. If the Consultant fails to secure or maintain any policy of insurance required hereunder such failure is deemed a default of the Consultant under this Agreement.
- 7.2.7. Minimum Coverage Limits. The minimum coverage limits for policies of insurance of the Consultant and Sub-Consultants, if any, are:

Consultant Insurance Requirements	
Policy Insurance	Minimum Policy Limits
Workers Compensation Insurance	In accordance with law
Employers Liability Insurance	One Million Dollars (\$1,000,000)
Commercial General Liability	Per Occurrence: (\$1,000,000)
	Aggregate: (\$2,000,000)
Automobile Liability (if not covered by Commercial General Liability policy)	Combined Single Limit: (\$1,000,000)
Professional Liability	Per Occurrence: (\$1,000,000)
	Aggregate: (\$3,000,000)
Sub-Consultant Insurance Requirements	
Policy Insurance	Minimum Policy Limits
Workers Compensation Insurance	In accordance with law
Employers Liability Insurance	One Million Dollars (\$1,000,000)
Commercial General Liability	Per Occurrence: (\$1,000,000)
	Aggregate: (\$2,000,000)
Automobile Liability (if not covered by Commercial General Liability policy)	Combined Single Limit: (\$1,000,000)
Professional Liability	Per Occurrence: (\$1,000,000)
	Aggregate: (\$2,000,000)

ARTICLE 8. ADDITIONAL SERVICES

- 8.1. Initiation of Additional Services. Additional Services may be initiated by: (i) by the Consultant's written notice to the District, if the Consultant believes there is a need for Additional Services required due to circumstances beyond the Consultant's control and necessary in the Consultant's professional judgement; or (ii) by the District's written authorization. The scope of Additional Services and compensation to the Consultant for Additional Services shall be negotiated and approved in writing by the District before Consultant performs such Additional Services. The Consultant shall not be entitled to any compensation for performing Additional Services completed without prior District written authorization.
- 8.2. Additional Services. Additional Services are Services in addition to or different from the Services described in Exhibit A. Additional Services may include:
- 8.2.1. Revised Reports. Making material revisions in reports or other similar materials when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such reports that could not have been reasonably foreseen by the Consultant.
- 8.2.2. Project Documentation. If the Services under this Agreement are in connection with a Project, 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 negligent, grossly negligent or willful conduct of Consultant or failure of the Consultant to provide Services in accordance with the terms of this Agreement.
- 8.2.3. Other Services. Providing any other services not otherwise included in this Agreement or the scope of Services described in Exhibit A and which are not customarily furnished as part of the Services.

ARTICLE 9. MISCELLANEOUS

- 9.1. Consultant Personnel.

- 9.1.1. Key Personnel. Consultant shall not change any of the key personnel listed in Exhibit A unless said personnel cease to be employed by Consultant. In such event, the Consultant shall give the District advance written notice of any change of key personnel. The Consultant's proposed replacement of any key personnel shall be subject to District acceptance of the proposed replacement personnel. The District may request an interview of the proposed replacement personnel. The Consultant has been selected to complete the Services based on the skills and expertise of the Consultant's key personnel. Services under this Agreement shall be performed only by the key personnel or personnel of the Consultant under the direct supervision and control of key personnel. Consultant shall conform to District's reasonable requests regarding assignment of personnel.
- 9.1.2. Replacement Personnel. The District shall have the right to request replacement of key personnel or any other personnel assigned by the Consultant to complete Services. If the District requests the Consultant replace any key personnel, the Consultant shall immediately replace such key personnel with interim replacement personnel. Within five (5) days after the District's request for the Consultant to replace any key personnel, the Consultant shall submit proposed replacement personnel for the District's review and acceptance. District accepted replacement personnel shall be assigned by the Consultant to complete Services within five (5) days after the District's written notice to the Consultant of the District's acceptance of the proposed replacement personnel. Consultant agrees that reassignment of any of personnel to complete Services shall only be with other professional personnel who have equivalent experience and shall be subject to prior District written approval. 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.
- 9.1.3. Sub-Consultant Personnel. If the District approves the completion of any Services by a Sub-Consultant, the Consultant shall be responsible for: (i) all Services completed by a Sub-Consultant; (ii) verifying that only skilled, knowledgeable and experienced personnel are assigned by Sub-Consultants to complete Services; and (iii) the conduct of the Sub-Consultant's personnel.
- 9.2. Conflict of Interest. Consultant represent that the Consultant have no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the Services and that no person having any such interest shall be assigned by the Consultant to complete Services. In the event a conflict arises during the performance of this Agreement, said person shall be immediately removed from the Project and replaced with personnel acceptable to the District.
- 9.3. Independent Contractor. The Consultant is an independent contractor to the District in performing the Services and other Consultant obligations under this Agreement. Consultant and its personnel 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.
- 9.4. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.
- 9.5. Time. Time is of the essence in the performance and completion of obligations under this Agreement.
- 9.6. Binding Agreement; No Assignment. This Agreement and the terms hereof are binding on the assigns and successors of the District and the Consultant. The Consultant shall not assign this Agreement or any rights/obligations of the Consultant under this Agreement without the prior written consent of the District which may be granted, conditioned or denied in the sole discretion of the District.
- 9.7. Governing Law; Interpretation. This Agreement shall be governed and interpreted by the laws of the State of California. This Agreement shall be liberally construed to effectuate the intention of the

Parties with respect to the transaction described herein and the subject matter hereof. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or interpreted against either Party; this Agreement shall be construed and interpreted in accordance with the fair meaning of its terms.

- 9.8. Counterparts; Effectiveness of Agreement. 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. The District may require electronic/digital execution of this Agreement in accordance with standards established in Government Code §16.5. Notwithstanding execution of this Agreement on behalf of the Consultant and the District, this Agreement shall not be binding on or enforceable against the District until this Agreement is approved or ratified by the District's Board of Trustees in an open public meeting of the Board of Trustees conducted in accordance with applicable law.
- 9.9. 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 Services under this Agreement
- 9.10. Severability. If any portion of this Agreement determined by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement shall be enforceable without such provisions.
- 9.11. Amendments. Neither amendments to nor modifications of this Agreement shall be effective unless in writing and signed by an authorized employee of the Consultant and the District Representative.
- 9.12. District Board Policies. All personnel of the Consultant and Sub-Consultants, if any, are required to comply with all applicable District Board Policies and Administrative Regulations in effect when on District property. Without limiting the generality of the foregoing, the Consultant and all personnel shall comply with the following:
- 9.12.1. Gift Ban. Effective April 25, 2016, revised November 13, 2017 and January 13, 2020 and April 12, 2021, the Board of Trustees adopted Gift Ban Policy ([BP 3821](#)). The Consultant shall adhere to Board Policy 3821 as there are strict prohibitions outlined in the policy. The complete policy can be found on the District's website.
- 9.12.2. Use of Drones. Effective August 13, 2018, the Board of Trustees adopted Administrative Regulation 3580 Use of Unmanned Aircraft Systems. The Consultant shall adhere to Administrative Regulation 3580 ([AR 3580](#)) as there are strict prohibitions outlined regarding the use of drones. The complete policy can be found on the District's website.
- 9.12.3. Tobacco Prohibited. Use of tobacco or tobacco products in any form (smoking, chewing, etc.) is prohibited at all times on any District property.
- 9.12.4. Profanity Prohibited. Profanity on any District property is prohibited, including, but not limited to, racial, ethnic, or sexual slurs or comments which could be considered harassment.
- 9.12.5. Appropriate Dress. Appropriate dress is mandatory; tank tops, cut-offs and shorts are not allowed. Additionally, what is written or pictured on clothing must not violate the District's profanity prohibition.
- 9.13. Consultant Personnel Fingerprinting; Education Code §45125.1. During the Term of this Agreement, Consultant, unless specifically exempted in writing by the District, shall fully comply with the personnel fingerprinting and personnel supervision requirements set forth in Education Code §45125.1 ("Fingerprinting Requirements"), when the District determines, in its sole discretion, that the Consultant may have contact with District students or other K-12 pupils in the performance of Services under this Agreement. If the Consultant is required to comply with the Fingerprinting Requirements,

the Consultant must certify in writing to the District that neither the employer nor its employees, who must be fingerprinted, have been convicted of a violent or serious felony as defined in Education Code §45122.1. If Fingerprinting Requirements apply, the Consultant must complete and submit to the District a Fingerprint Certification form, in the District's required format, prior to Consultant or any of the Consultant's employees Services on District property. Consultant further acknowledges that revisions to Fingerprinting Requirements may occur.

- 9.14. Parking. Consultant shall be responsible for purchasing applicable parking passes from Safety & Security Offices when the need arises to visit any of the campuses. Parking in District parking lots is subject to parking charges in effect for the general public and compliance with all parking rules and regulations. Parking charges in District parking lots are not Reimbursable Expenses.
- 9.15. Images; District Name. 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 prior written consent of the District which may be granted, conditioned or denied in the sole discretion of the District. The Consultant shall not use the District name, any name of a District College, Education Center or other District facility or District logo in any materials of any kind, nature or description, exception in connection with completing Services under this Agreement.
- 9.16. Notices. All notices or demands to be given under this Agreement by either Party to the other shall be effective only if in writing and delivered by: (i) personal service; or (b) by U.S. Mail, Certified Return Receipt Requested, with postage fully prepaid. Service shall be considered given when received if personally served or if mailed on the fifth day after the postmark date. Notices shall be address and delivered as follows:

If to District:

Rancho Santiago Community College District
2323 North Broadway, Suite 112
Santa Ana, CA 92703
Attn: Carri Matsumoto, Assistant Vice Chancellor,
Facility Planning, Construction & District Support Services

If to Consultant:

9.17. COVID-19.

- 9.17.1. Covid-19 Safety Protocols. Consultant, and all personnel providing Services under this Agreement who are present on District property, shall at all times while on District property, comply with all applicable federal, state, and local directives, ordinances, laws, health orders rules, regulations or guidelines including, but not limited to, OSHA and Cal-OSHA concerning COVID-19 safety protocols. This may require scheduling access to District property by appointment, proof of vaccination status and/or FDA approved/authorized COVID-19 negative test results and other similar measures as a condition for access to District property. While on District property, then applicable COVID-19 safety protocols shall be required, including without limitation, face mask requirements, occupancy limits and social distancing guidelines.
- 9.17.2. COVID-19 Compliance Costs. The Consultant agrees that: (i) all costs, fees, expenses to comply with COVID-19 safety protocols shall be at the Consultant's sole cost and expense without adjustment of the Services Contract Price under this Agreement; and (ii) the Consultant will comply with all applicable amendments to COVID-19 safety protocols occurring during the Term

of this Agreement without adjustment of Services Contract Price.

9.18. Entire Agreement. This Agreement and the following Exhibits attached to this Agreement represent the entire agreement between the District and Consultant concerning the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. The Parties each acknowledge: (i) that it had the opportunity to, and has to the extent each deemed appropriate by a Party, obtained legal counsel concerning the content and meaning of this Agreement; and (ii) except as expressly set forth in this Agreement, no promise, inducement or agreement not herein expressed has been made to effectuate this Agreement. The District and Consultant agree that if an attachment or exhibit to this Agreement incorporates any terms, conditions or other materials which amend, vary, modify or are inconsistent with the terms of this Agreement, all such terms, conditions or other materials are not part of this Agreement and shall have no effect on the terms of this Agreement. Exhibits to this Agreement are:

Exhibit A Services Scope of Work, Schedule and Services Contract Price
Attachment 1 Personnel Rates
Exhibit B Statement of Intent to Meet DVBE Participation Goals
Exhibit C Local Hire and Local Business Information

The Parties, through their authorized representatives, have executed this Agreement as of the day and year first written above.

Consultant:

District:

**RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT**

By: _____

By: _____

Print Name: _____

Iris L. Ingram, Vice Chancellor Business Services

Its: _____

Date: _____

Date: _____

Address: _____

Phone: _____

Tax ID: _____

E-mail: _____

COPIES TO:

GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor
Facility Planning, District Construction and Support Services

PURCHASING DEPARTMENT
Rancho Santiago Community College District
2323 N. Broadway, Suite 109
Santa Ana, CA 92706
Linda Melendez, Director, Purchasing Services

EXHIBIT A TO CONSULTANT SERVICES AGREEMENT
SERVICES SCOPE OF WORK, SCHEDULE AND SERVICES CONTRACT PRICE

1. Services Scope of Work.

A. Key Role and Responsibilities

- 1) Under the supervision of the Director and the Facilities Systems Manager, the Fire Alarm and Fire Life Safety Specialist, CONSULTANT, shall assist the department to oversee, coordinate and manage the Rancho Santiago Community College District Fire Protection Preventative Maintenance Plan in accordance with Board Policies and Administrative Regulations, to protect life and property. It will be the Consultant's responsibility to oversee these activities and provide continuous feedback and provide any suggested recommendations to the Director and Facilities Systems Manager so that the District can continue to achieve the objective of maintaining operable fire alarms, and fire life safety systems in all facilities districtwide for the on-going protection of life and property in a uniform and comprehensive structure of oversight and management. The Consultant shall work closely with existing staff to provide expertise, guidance and support to provide such services as an extension of staff to ensure these goals are met continuously and consistently on behalf of the management of the District.
- 2) The Consultant shall develop, manage, coordinate and facilitate any training if needed on behalf of the Director and Facilities Systems Manager, for personnel at various District colleges and centers needed to carry out the overall mission and activities associated with the District's Fire Protection Preventative Maintenance Plan.
- 3) The Consultant shall if needed on behalf of the Director and Facilities Systems Manager, coordinate and assist the facilitation of the activities of different District personnel, including any third party vendors who are contracted to work on any fire alarms or fire life safety systems in any of the District facilities, to ensure compliance with the Fire Protection Preventative Maintenance Plan. As such, the Consultant is also responsible for providing clear direction, information and support to various personnel and third-party vendors to make sure they understand their roles, responsibilities, scope of work, and contract requirements, as it relates to the Fire Protection Preventative Maintenance Plan.
- 4) The Consultant shall be responsible for ensuring all fire alarm and fire life safety systems and equipment are in place and functional at all District properties through on-going continued management of third-party vendors (their inspections and repair work) and coordination with campus maintenance personnel. The Consultant must make sure these systems are properly installed and fully functional and report such to the Director and Facilities Systems Manager. This may include planning, coordinating and conducting fire drills to gauge system readiness. In order to ensure system readiness, Consultant shall oversee routine inspections, testing, and maintenance of various fire safety equipment. District equipment and systems include, but are not limited to, fire alarm panels, smoke detectors, heat detectors, manual pull stations, horn/strobe components, area speakers, duct smoke detectors, fire dampers, combo smoke/fire dampers, mass notification systems, fire water pumps, fire riser assemblies, dual check detector assemblies, position-indicating valves, sprinklers, kitchen fume hood systems, smoke control doors and grills, and other specialty systems such as, but not limited to, fire suppressant systems and smoke evacuation systems.
- 5) The Consultant shall if needed, develop and write scope of work, generate site/floor plans and pictures, and list specifications to be incorporated into bid documents for projects addressing needed repairs, modifications or improvements to life safety systems throughout the District.

B. Detailed Scope of Services

B.1 System Readiness

- 1) The Consultant shall be responsible for ensuring all fire and life safety systems and equipment are in place and functional at all times throughout the District properties through continued management of third-party vendors, coordination with college staff, and ongoing conditions review of various District properties.
- 2) The Consultant must make sure these systems are properly installed and fully functional. This may include planning, coordinating and conducting fire drills to gauge system readiness.
- 3) In order to ensure system readiness, Consultant shall oversee routine inspections, testing, and maintenance of various fire safety equipment. District equipment and systems include, but is not limited to, fire alarm panels, smoke detectors, heat detectors, manual pull stations, horn/strobe components, area speakers, duct smoke detectors, fire dampers, combo smoke/fire dampers, mass notification systems, fire water pumps, fire riser assemblies, dual check detector assemblies, position-indicating valves, sprinklers, kitchen fume hood systems, smoke control doors/grills/WON doors, and other specialty systems such as, but not limited to, fire suppressant systems and smoke evacuation systems.
- 4) Coordinate with the District's fire protection monitoring companies to ensure vendors are meeting their contractual obligations.

B.2 Testing, Maintenance, and Repairs

- 1) Review of maintenance contracts to ensure proper execution of scope of services related to the fire protection as required. Assist the District's purchasing department with scoping of new RFPs and SOQ.
- 2) Assist in developing Request for Proposals (RFP), Solicitations of Quotes (SOQ), and Public Bids for testing, inspection, repair and maintenance of fire safety systems and assist in reviewing proposals and provide recommendations to the District. Assist the District in determining code required testing of fire protection systems and frequency of testing.
- 3) Oversee the vendors testing and inspection plan and coordinate against the college schedule and activities, coordinate with the college staff for access, and review the contractor's plans for thoroughness. Attend vendor testing and inspection of the fire safety systems and ensure vendors are adhering to fire safety codes and standards during the execution of testing and inspections.
- 4) Review testing and inspection reports for thoroughness and make sure all pieces of equipment have been accounted for, checked, verified, and noted in the final report. Provide post-testing and post-inspection review of reports and coordinate corrective work with the District, college staff, and outside vendors. Review corrective items and advise on impacts associated with such and prioritize the work.
- 5) Review existing maintenance agreements to verify if the corrective work can be done using existing agreements. Otherwise assist the Purchasing department in development of SOQs scope and schedules.
- 6) Review District and campuses current existing schedule of preventative maintenance, testing, and repair work scheduled for any of the related fire alarm and fire life safety systems. Determine an appropriate schedule for preventative maintenance work and testing associated with such alarms and systems. Develop a comprehensive schedule that is readily available for the Director and Facilities Systems Manager.
- 7) Coordinate repair work with the college schedule and activities, coordinate with the college staff for access, and review the contractor's repairs to ensure the corrective items have been fully resolved.

Schedule re-testing activities upon completion of the repair work to verify reported deficiencies have been fully corrected and coordinate the testing with the college staff and college schedules.

- 8) Once the corrective work has been completed and accepted, update the test reports with the action item taken to address the noted deficiencies.
- 9) Obtain all field reports, warranties, O&M manuals, and pertinent closeout documentation for all repair work.
- 10) Keep clear, concise, and accurate records of inspections, testing, maintenance, and repairs.
- 11) Review vendor's invoices for reasonableness, correctness, and appropriate charges. Monitor project budget to ensure compliance with the District's budget.

B.3 Record Keeping

- 1) The Consultant shall keep all pertinent records related to work outlined herein in an electronic format on the District's network per the District's filing protocol or in any other format requested by the Director and Facilities Systems Manager.
- 2) Such records include but are not limited to: inspections, assessments, tests, repair work and/or replacement, work orders, certifications, etc.
- 3) Provide monthly status reports at a minimum to the Director and Facilities Systems Manager in a prescribed format or as requested by the Facilities Systems Manager.

B.4 Coordination with Other Projects

- 1) Interact with District staff, consultants, design consultants, and other respective parties as needed to coordinate fire protection scope.
- 2) Coordinate with the District during new construction or renovations to ensure vendors obtain approvals prior to programming and integration into master panels.
- 3) Manage and oversee all fire panel access and passwords. Keep logs of vendor panel access and changes made to the panel fire alarm programming. Obtain as-programmed files from vendors and coordinate these files with other active projects to ensure programming revisions do not compromise critical as-programmed files and sequence of operations.
- 4) Assist and coordinate with District Project Managers and Construction Managers to ensure complete fire safety plans and closeout documents are provided and archived.
- 5) Upon completion of new construction or renovation work, update logs with new equipment and systems. Coordinate with the District to update testing and maintenance agreements to ensure equipment is tested and inspected.

B.1 Other Management Duties

- 1) Attend and participate in various District meetings and provide written and verbal reports and maintain record meeting minutes as required by the Facilities Systems Manager.

- 2) Provide assistance when necessary in updating the Districtwide Standards for Construction Materials, Furnishings and Equipment as it relates to fire protection systems. This includes a strategy of approach, identification of areas to standardize, and to complete standards that the District can continue to update over time. Work with the District's Facility Planning, District Construction and Support Services as needed.
- 3) Coordinate and communicate effectively with various consultants, agencies, regulatory agencies, other District employees, and/or others as needed.
- 4) Perform additional tasks after consultation and at the direction of the Director and Facilities Systems Manager that may be necessary if not outlined herein to ensure the District's successful fire protection management of all fire alarm and fire life safety systems.
- 5) Provide administrative support to the Director and Facilities Systems Manager as required.
- 6) Provide estimating services as required.
- 7) Provide scheduling services as required.
- 8) On-going review and/or processing of invoices on behalf of the District to ensure timely payment if overseeing and confirming third party vendor(s) work performance as related to the scope of work discussed herein at the direction of the Director and Facilities Systems Manager.
- 9) Provide specialized fire protection technical support to the college and the District as required.
- 10) Miscellaneous duties related to the effective and successful project management of fire alarms, and fire life safety systems.

C. Districtwide Site Description

- 1) District Office – 2323 North Broadway, Santa Ana, CA 92706
- 2) Santa Ana College – 1530 W. 17th Street, Santa Ana, CA 92706; including off-site locations:
 - o Digital Media Center – 1300 S. Bristol, Santa Ana, CA 92704
 - o Centennial Education Center – 2900 W. Edinger Ave., Santa Ana, CA 92704
 - o Orange County Sheriff's Regional Training Academy – 15991 Armstrong Ave., Tustin, CA 92782
- 3) Santiago Canyon College – 8045 E. Chapman Ave., Orange, CA 92869
- 4) Other sites as determined by the District.

2. Services Completion Schedule

The District shall have the ability to renew the contract on an annual basis for up to five (5) years maximum at an hourly, not-to-exceed fee. The duration is up to five (5) years maximum beginning on <DATE> and could be through <DATE> if, on an annual basis, the District elects to renew such contract based on needs. The District shall have the authority to reallocate any unused funds from any prior years to the next year if the contract is extended or renewed on an annual basis.

Year	Duration	Total Fee	Not-to-Exceed	Notes
Year 1				
Year 2				
Year 3				
Year 4				<i>Optional to renew</i>
Year 5				<i>Optional to renew</i>
TOTAL NOT-TO-EXCEED				

3. Services Contract Price

The Services Contract Price is the Not to Exceed amount of <AMOUNT IN WORDS> DOLLARS (\$<AMOUNT IN NUMBERS>). Billings for the Services Contract Price shall be based on the time of the Consultant's personnel to complete Services at the Personnel Hourly Rates set forth in Attachment 1 (Personnel Rates) to this Exhibit A, subject to the Not to Exceed amount indicated above.

The Services Contract Price set forth above includes a District Allowance in the amount of <AMOUNT IN WORDS> DOLLARS (\$<AMOUNT IN NUMBERS>) for additional services and/or reimbursable expenses. The Services Contract Price set forth in Paragraph 4 is inclusive of all costs, fees, expenses or other charges incurred by the Consultant to complete the Services. No payment will be made for any such costs, fees, expenses or other charges unless approved in advance by the District as a Reimbursable Expense pursuant to the terms of the Agreement. Use of the Reimbursable Expense Allowance shall be limited to expenses approved in advance by the District. Charges against the Reimbursable Expense Allowance shall be the actual cost of Reimbursable Expense items, without mark-up or multiples. Upon completion of the Services, any unused portion of the Reimbursable Expense Allowance shall be deducted from the Services Price.

4. District Accepted Sub-Consultants. The District accepted Sub-Consultants and the portion of the Services to be completed by each Sub-Consultant accepted by the District are:

District Accepted Sub-Consultant	Portion of Services to be Completed by District Accepted Sub-Consultant

[END OF SECTION

**ATTACHMENT 1 (PERSONNEL RATES) TO
EXHIBIT A TO CONSULTANT SERVICES AGREEMENT**

Key Personnel		
Position/Title	Name	Hourly Rate
Project/Contract Executive		
Project/Contract Manager		
Other Consultant Personnel		
Position/Title	Name	Hourly Rate

Hourly rates are not subject to adjustment during the Term of the Agreement. Personnel identified above shall not be replaced except in accordance with the terms of the Agreement.

Exhibit “B” – STATEMENT OF INTENT TO MEET DVBE PARTICIPATION GOALS

Firm Name: _____

The Rancho Santiago Community College District has a participation goal for disabled veteran business enterprises (“DVBE”) of 3 percent per year. Although it is not specifically required, you are encouraged to include DVBE enterprises for completing the Services

Consultant certifies the following:

- ☐ Consultant ***is*** certified Disabled Veteran Business Enterprise
- ☐ Consultant ***is not*** a certified Disabled Veteran Business Enterprise
- ☐ Consultant will utilize a certified Disabled Veteran Business Enterprise to complete a part of the Services as a Sub-Consultant to the Consultant. The Disabled Veteran Business Enterprise Sub-Consultant and a general description of the Services to be completed by the Disabled Veteran Business Enterprise Sub-Consultant is:

- ☐ Consultant will not utilize a Certified Disabled Business Enterprise to complete any part of the Services. If this box is checked, please explain why:

Exhibit “C” – LOCAL HIRE AND LOCAL BUSINESS INFORMATION

Consultant, and any Subconsultants, if applicable shall complete and submit a Local Hire and Local Business Information Form at the beginning of the project.

FOR REFERENCE