



Request for Qualifications

Date: August 9, 2023

Re: **SOLANO COMMUNITY COLLEGE DISTRICT
IT PROJECT MANAGEMENT SERVICES POOL – RFQ**

Package includes the following items

1. RFQ for IT Project Management Services Pool Update
2. Exhibit “A” – Sample Independent Consultant Agreement

The Solano Community College District (“District/College”) is seeking to create a pool of qualified firms to provide IT Project Management services for various capital projects. The pool will include entities who understand the wide range of IT needs that are associated with today’s modern college programs, and who are sufficiently experienced with Ellucian Banner. The selected firms will be directly responsible to the District for oversight and management of all IT related tasks for a given project. The agent will also be expected to ensure that the District staff has adequate system documentation, and training. We would like to have your participation and look forward to receiving your proposal.

Experienced firms interested in being admitted to the pool must submit a Statement of Qualifications (“SOQ”) as set forth in this Request for Qualifications (“RFQ”), which defines the services sought by the District and generally outlines the requirements for submittal. The actual number and size of entities selected for the pool will be based on qualifications and the right fit for the District. **Selection into the pool does not guarantee selection for any specific project.**



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I. Information

A. RFQ Schedule

1. The following RFQ Schedule identifies key milestones and deliverables for the RFQ. The schedule shall only be modified through Addenda.

Description	Date/Deadline
RFQ Issued	August 9, 2023
Questions Due	August 23, 2023 by 4:00 pm
Final Addenda	August 30, 2023
Proposals Due	September 6, 2023 by 2:00 pm

B. Questions and Proposal

1. All questions must be submitted via email by the deadline identified in the RFQ Schedule to the following District Representative(s) identified below.

Name	Email Address
Andrew Gleeson	andrew.gleeson@solano.edu

2. All Proposals must be submitted via email by the deadline identified in the RFQ Schedule to following District Representative(s) identified below.

Name	Email Address
Andrew Gleeson	andrew.gleeson@solano.edu

C. Scope of Services

1. Overview

Ellucian Banner is a widely used enterprise resource planning (ERP) system specifically designed for higher education institutions. It is a comprehensive suite of software applications that integrates and manages various administrative processes, including student information, registration, financial aid, human resources, finance, and more.

The College has initiated a project to move to the Ellucian Banner Software-as-a-Service (Banner SaaS), where the Banner SaaS software is hosted and managed by



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Ellucian or a third-party hosting provider. The main portions of the project include the following software primary modules:

- Banner SaaS ERP Essentials (Student, Financial Aid, Finance, HR, and Degree Works)
- ISE Job Scheduler
- Ellucian Intelligent Learning Platform for Canvas
- Ellucian Workflow Enterprise
- Ellucian Experience Premium

The College has retained Ellucian professional services to implement Banner SaaS which include an Ellucian provided Project Manager. The professional services are organized into the following project work streams. The College is currently in work stream 2 “Banner SaaS Business Process Assessment.”

1. Digital Health and Culture Assessment
2. Banner SaaS Business Process Assessment
3. Banner Training Services
4. User Acceptance Testing
5. Banner Data Conversion Lead Services
6. Banner Data Migration Cross-Walk Support Services
7. Identity Management Tactical Planning
8. Integration Architecture and Planning
9. Ellucian Insights Premium Implementation
10. Reporting
 - Reporting Assessment
 - Reporting Strategy
 - Reporting Implementation
 - Report Design, Development, and Deployment Consulting
11. Ethos
 - Ethos Integration Essentials
 - Ethos Integration Architecture and Design Workshop
 - Ethos Integration Architecture Design for Ethos Custom Data Model
 - Ethos Integration Development
12. Intelligent Learning Platform Implementation
13. Active Directory Account Provisioning via Ethos
14. Active Directory Account Provisioning (“ADAP”) Maintenance
15. Cal Grant Ethos Integration California Student Aid Commission (CSAC) Configuration Service with Ellucian Banner
16. CCC Apply Deployment with Banner Student
17. Banner Technical Architect Consulting

In addition to the above Banner SaaS modules and project work streams, the College has a portfolio of integrated applications (Integrated Applications) currently configured to work in conjunction with the on-premises version of Banner ERP, which must be reconfigured to integrate with the Banner SaaS model such that the Integrated Applications work seamlessly contemporaneously when Banner SaaS goes live. Each of these Integration efforts constitutes a separate, but related project, and thus must be managed at a portfolio level for the overall Banner SaaS project success.

- Canvas Learning Management System Integration
- California Virtual College (CVC) Integration
- Google Student Email Integration
- Azure AD Integration
- Papercut (Student Printing) Integration
- Library Application Integration

The College is currently using Luminous as the main Student Portal (branded as “MySolano”) and a separate third-party developed ClassFinder application. Both MySolano and ClassFinder are being replaced by the Ellucian Experience portal as part of the Banner SaaS project. The College wishes to initiate a project to ensure that the Ellucian Portals features intuitive and user-friendly interface “cards” that meets the needs of students and effectively providing access to academic information, course registration, grades, and student services. This project will involve research, planning of information architecture/governance, prototyping, development and testing of the Portal with stakeholders, feedback/iteration (including student feedback), and user training/support.

2. Statement of Need

1. Core Project Overview. The College wishes to retain project management services to contribute to the overall success of the Banner SaaS, Integrated Applications, and Ellucian Experience project portfolio by developing a deep understanding of the College’s needs and providing effective stakeholder management, enhanced communication and collaboration, resource planning, proactive risk management, change management, and coordination with the Ellucian provided project manager.
 - a. In addition to working on the Banner SaaS, Integrated Applications, and Ellucian Experience project portfolio, the College may have additional projects that require IT project management services in the future. These projects may include a variety of hardware, infrastructure, security, software and service components, and members of the IT project management pool will be encouraged to submit proposals for projects of interest.

2. Objectives. The Project Manager will be responsible for achieving the following objectives:
 - a. Work in collaboration with the Ellucian Project Manager to plan and execute a successful migration of the Banner ERP system to the SaaS environment including Integrated Applications.
 - b. Minimize downtime and disruption to business processes during the migration process.
 - c. Ensure data integrity and accuracy throughout the migration.
 - d. Coordinate with stakeholders to ensure their requirements are met during the migration.
 - e. Provide timely and accurate project updates to the project sponsor and stakeholders.

3. Scope of Work.

1. Develop a detailed project plan, including timelines, milestones, and resource allocation.
2. Identify and engage relevant stakeholders, including Technology teams, functional area units, administrators, academic leadership, and student representatives.
3. Conduct a comprehensive assessment of the existing project progress to identify potential challenges and risks.
4. Coordinate with vendors and external service providers to ensure a smooth transition to the SaaS environment.
5. Develop and execute a comprehensive communication plan to keep stakeholders informed about project progress and potential impacts.
6. Monitor and control project activities, ensuring adherence to timelines, budget, and quality standards.
7. Proactively identify and mitigate risks and issues that may impact the project's success.
8. Conduct regular meetings, including status updates, issue resolution, and decision-making processes.
9. Ensure proper documentation of project activities, including project plans, change requests, and user documentation.

4. Deliverables

The Project Manager will deliver the following:

1. Project plan, including timelines, milestones, and resource allocation.
2. Regular project status reports, including progress, risks, and issues.
3. Communication plan, including stakeholder engagement and updates.
4. Risk management plan, including identification, assessment, and mitigation strategies.



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5. Documentation of project activities, including meeting minutes, change requests, and user documentation.

5. Timeline

The main Banner SaaS project is currently underway and has a targeted go-live date of April 8, 2024. However, this date is subject to change based on project milestone completion.

D. Selection

1. A selection committee will evaluate all SOQs as submitted in Sections I.B.2 of the submittal format below. The selection criteria to be used by the District’s committee members for determining the **best-qualified firm (or firms)** to provide professional services for Projects will include the items listed below. Firms shall respond in writing indicating how they believe their experience fulfills the requirements of the criteria listed below:

Factor	Points
Experience of the firm in performing services of a similar nature and scope. Community College experience is highly desired. District expects that the submitting firm have in-house professional expertise to perform the work.	25
Staffing capacity, billing rates, timeliness of work and the ability to meet schedules.	20
Reliability, continuity, and location of firm in proximity to District.	10
Qualifications, education and experience of key personnel to be assigned.	20
Past client satisfaction on commissioned systems.	15
Other Considerations	10
*Post-Submission Interview	10
Maximum Available Points	100 (*110)

2. The Selection committee shall be composed of multiple District Representatives and/or staff members.

E. Form of Agreement

1. A sample standard form Independent Consultant Services Agreement for Professional Services is attached to the Request for Qualifications. The successful Respondent will

be expected to sign the District's Standard Agreement. A brief statement acknowledging that this has been reviewed is required on the Submittal Response.

II. Proposals

A. Proposal Format

1. The Consultant shall submit the following number of Proposals:
 - i. One electronic PDF copy submitted via email to the District Representative(s) identified in Section I.B.2.
2. Responses must be in 8½ x 11-inch format with font no less than 11-point font size, unless specifically stated otherwise in Section II.B, Proposal Contents.
3. Submittals are limited to a maximum twelve (12) numbered pages (double-sided counts as two pages) of printed material excluding tabs, table of contents and covers.
4. The Proposal shall be organized as outlined by the subsections of Section II.B, Proposal Contents.

B. Proposal Contents

1. Cover Letter
 - i. Identify the name/address of the proposing firm and type of organization (e.g., Sole Submitter, Joint Venture).
 - ii. Provide a brief history of the proposing firm.
 - iii. Provide a summary of the firm's philosophy and capabilities.
 - iv. Summarize proposing firm's most relevant qualifications and experience.
 - v. Federal Tax Identification #.
 - vi. Provide name, telephone number, and e-mail address of primary contact person.
 - vii. Acknowledge any addenda issued.
 - viii. Acknowledge and understand that successful firms will be required to sign a standardized agreement. A sample agreement is attached to this RFQ as "Exhibit A".
 - ix. The response to this requirement shall be no more than one page.
2. Table of Contents
 - i. A Table of Contents shall be included outlining the primary Sections, consistent with the subsections outlined in this Section II.B, Proposal Contents.



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3. Relevant Project Experience

- i. Provide a list of IT Project Management projects completed by your entity in the last five (5) years on at least five (5) and no more than twenty (20) public works projects, including at least two (2) projects on higher education campuses (preferably community colleges).
- ii. Provide the following information for each project listed:
 - a) Project name, type of project and location.
 - b) Name of individual who served as the IT Project Manager for the project.
 - c) Owner's name and name of owner's contact person, title, telephone number and email address (to be contacted for reference).
 - d) Beginning and end dates of project (including construction).

4. Key Personnel

- i. Provide resumes for Key Personnel detailing their name, education, certifications, relevant experience, and proposed role for the Project.

5. Technical Qualifications and Experience

The project manager should possess the following qualifications and experience:

- i. Proven experience in managing ERP system migrations, preferably with Banner ERP.
- ii. Demonstrated project management skills, including planning, execution, and risk management.
- iii. Familiarity with SaaS solutions and cloud-based migrations.
- iv. Excellent communication and stakeholder management skills.
- v. Ability to work collaboratively with technical teams, business units, and vendors.
- vi. Relevant certifications in project management (e.g., PMP) are preferred.

6. Scope of Services

- i. Provide a Respondent's Scope of Services detailing the Services that will be provided.
- ii. Any exceptions to Scope of Work, Proposed Services Offered, or terms of this RFQ must be clearly described in the Respondent's Scope of Services.

7. Litigation History

Provide a five-year summary of the entity's litigation, arbitration and negotiated/settled history with previous clients. State the issues in the litigation, the status of the litigation, names of parties, and outcome. Failure to provide this requested information, or responses that assert attorney-client privilege, may deem the SOQ non-responsive.

8. Rate Schedule

Provide a schedule of rates for the principal firm and Sub Consultants. The schedule of rates shall consist of a list of project staff by title with hourly billing rates. It shall also indicate: (a) whether support services are billed as direct costs or are included in overhead; and (b) if handling charges or profit are added to other direct costs (e.g., Sub Consultants' costs).

9. Other Considerations

- i. Past Experience with Solano Community College District. Please describe Project Name, Project Team, and brief description of any lessons learned from your work on the Project.
- ii. Provide a list of any opportunities identified or scope enhancements or value added on past projects that was beyond the listed scope of work. Any items/work that would be considered "Above and Beyond" the District's requirements.
- iii. Small, Local, and Diverse Business inclusion is important to the District. Please provide supporting documentation for Small, Local, and Diverse Business Program (SLDB Program) qualification for your firm or sub-consultants you partner with regularly, if applicable. – [VIEW HERE](#)

C. Interviews

1. The District, at its sole discretion, may elect to interview one or more submitting Consultants. The interview will provide an additional opportunity for the District's selection committee to review the Consultant's qualifications and experience, and other matters the committee deems relevant.
2. *If interviews are held, they will be scored and included in selection process.

D. Final Determination of Award

1. The District reserves the right to contract with any entity responding to this RFQ. The District makes no representation that participation in the RFQ process will lead to an award of contract or any other consideration whatsoever. The District reserves the



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right to seek proposals from or to contract with any firm not participating in the service pool process. The District shall in no event be responsible for the cost of preparing any SOQ/Proposal in response to this RFQ. The awarding of contracts for specific services, if at all, is at the sole discretion of the District.

- i. Firms that do not get selected, will have an opportunity to request a resubmission of qualifications after a 12-month waiting period. The firm will need to demonstrate it has had significant changes/differences from its original submission to be eligible for resubmission. Only one resubmission request will be allowed for consideration during the current consultant pool term. The term for the consultant pool is anticipated to be a duration of 3 to 5 years with any extension of this period being at the discretion of the District.
 - ii. New firms which do not submit to the original RFQ advertisement will have the opportunity to join the pool. The firm must first submit a letter requesting to join the pool and if approved will need to submit based on these original RFQ requirements. If added, the time the firm will be in the pool is limited to the original pool period.
2. The District reserves the right to reject any or all SOQ/Proposals, waive any irregularities or informalities not affected by law, evaluate the SOQ/Proposals submitted, and award a contract, if any, in a manner that best serves the interests of the District at a reasonable cost to the District.
3. The District affirms that minority and other disadvantaged business enterprises will be afforded full opportunity to submit a response to this RFQ, and that no responding individuals will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital status, national origin, medical condition or physical disability during consideration for the award.

WE THANK YOU FOR YOUR INTEREST IN THIS RFQ AND WORKING WITH THE DISTRICT



EXHIBIT A:

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
(IT – PROJECT MANAGEMENT)**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the _____ day of _____, 20____ by and between the _____, ("District") and _____ ("Consultant"), (together, "Parties").

WHEREAS, the District is authorized by section 4525 et seq. of the California Government Code to contract with and employ any persons for the furnishing of architectural, landscape architectural, engineering, environmental, and land surveying services and advice through a "fair, competitive selections process free of conflicts of interest, political contributions, or unlawful activities." (Gov. Code, § 4529.12.)

WHEREAS, the District is in need of such services and advice related to work it will be performing at District ("Project"); and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and such services are need on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide IT Project Management Services for the _____ ("Project") as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on _____, 20____ and will diligently perform as required and complete performance by _____, 20____, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Workers' Compensation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- _____ Other: _____

4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Dollars (\$,_____).** District shall pay Consultant according to the following terms and conditions:



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- 4.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:
 - 5.1. None
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
 - 7.1. None
8. **Performance of Services.**
 - 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.
 - 8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's

performance of Services.

- 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
12. **Termination.**
 - 12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 12.2. **For Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 12.2.1. material violation of this Agreement by the Consultant; or
- 12.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
- 12.2.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. Indemnification. To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

14. Insurance.

- 14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Professional Liability	\$ 2,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation

or reduction shall not be less than thirty (30) days after date of mailing notice.”

- 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers’ Compensation Insurance, Professional Liability, and Employers’ Liability Insurance. An endorsement shall also state that Consultant’s insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
 - 14.2.4. All policies except the Professional Liability, Workers’ Compensation Insurance, and Employers’ Liability Insurance Policies shall be written on an occurrence form.
- 14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the District.
15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant’s receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).
20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
22. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
24. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:



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District:

Solano Community College District
C/O Kitchell CEM
4000 Suisun Valley Road, B1102
Fairfield, California 94534

ATTN:

Consultant:

Title:
Address:

ATTN:
Email:

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
26. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
27. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
28. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
29. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
30. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
31. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
32. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely



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for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

- 33. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 34. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 35. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 36. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 2023

Dated: _____, 2023

Solano Community College District

By: _____

By: _____

Print Name: Lucky Lofton

Print Name: _____

Print Title: VP, Facilities & Executive Bonds Manager

Print Title: _____



Request for Qualifications

Solano Community College District

Information regarding Consultant:

License No.: _____

DIR No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- ____ Individual
- ____ Sole Proprietorship
- ____ Partnership
- ____ Limited Partnership
- ____ Corporation, State: _____
- ____ Limited Liability Company
- ____ Other: _____

Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

SAMPLE



WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)



EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

1.1.
1.1.1.

1.2.
1.2.1.

1.3.
1.3.1.

1.4.
1.4.1.

SAMPLE