

**SOLANO COMMUNITY COLLEGE DISTRICT
CAPITAL IMPROVEMENT PROGRAM**

**REQUEST FOR QUALIFICATIONS (RFQ #16-006)
COMMISSIONING AUTHORITY (CxA) SERVICES POOL**

BACKGROUND

In November 2012 the Solano Community College District (“District”), to be responsive to the needs of students and the community, approved Bond Measure Q. Funding is planned for newly constructed buildings and the renovation and modernization of existing classrooms and other buildings to current health and earthquake safety standards. One of the main goals of the program is to provide additional instructional labs and other classrooms to allow the District to offer more job training and workforce development courses and programs to their students.

REQUEST FOR QUALIFICATIONS

In order to implement the Measure Q program, the District is seeking to establish a pool of qualified individuals or firms (aka “entities”) to provide Commissioning Authority (“CxA”) services for various projects funded therein. The pool will include four (4) to six (6) entities who understand the wide range of commissioning needs required by code, LEED and specialized equipment or systems which may be associated with college programs, and who are sufficiently experienced to meet those needs. The selected entities will be directly responsible to the District for oversight and management of all commissioning related tasks for a given project. The CxA will also act as the District’s agent to systematically optimize the building and ancillary systems so that they operate efficiently and effectively in accordance with the Project Requirements, and that the facility staff has adequate system documentation, and training.

Experienced entities interested in being considered for inclusion in this 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 vary based on qualifications and the right fit for the District.

Selection into the pool does not guarantee selection for any specific project.

Respondents to this RFQ must mail or deliver one (1) unbound hard copy, six (6) bound copies and one (1) electronic copy (disk or flash drive, Word or PDF format) of the SOQ as further described herein, to:

**Solano Community College District
Attn: Laura Scott, Bond Purchaser
Building 600 Room 604
4000 Suisun Valley Road
Fairfield, CA 94534**

ALL RESPONSES ARE DUE BY 2:00 P.M. ON TUESDAY, JANUARY 12, 2016.

FAX OR E-MAIL RESPONSES WILL NOT BE ACCEPTED.

Questions regarding this RFQ must be submitted in writing by email to Eric Berger Eric.Berger@solano.edu on or before 2:00 P.M. on January 7, 2016. Indicate the RFQ title in the subject line. Contact shall only be made through email; telephone calls will not be accepted.

All notices, clarifications, and addenda to this RFQ shall be posted on the District website. District is not responsible for sending individual notification of changes or updates. It is the sole responsibility of the proposing Consultants to remain apprised of changes to this RFQ as shown on the District website.

LIMITATIONS

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 or selection for inclusion in the pool of qualified entities will lead to an award of contract or any other consideration whatsoever. The District shall in no event be responsible for the cost of preparing any SOQ in response to this RFQ. The awarding of contracts for specific services or projects, if at all, is at the sole discretion of the District.

The District reserves the right to reject any or all SOQs, waive any irregularities or informalities not affected by law, evaluate the SOQs submitted, include or exclude entities in or from the pool of qualified entities, and award a contract, if any, in a manner that best serves the interests of the District at a reasonable cost to the District.

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.

RESTRICTIONS ON LOBBYING AND CONTACTS

From the date of issuance of this RFQ and ending on the date of the establishment of the pool of qualified entities, no person or entity submitting an SOQ, nor any officer, employee, representative or agent representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFQ, the evaluation or selection process or the award of the contract(s) with any member of the District's Governing Board, selection committee members, District's Program Manager, any member of the Citizens' Oversight Committee, or any District employee except for requests for clarification and questions as allowed herein. Any such contact may be ground for disqualifying the person or entity submitting an SOQ.

SCOPE OF SERVICES

A. Prospective Projects

The following is a selective list of projects expected (but not guaranteed), with estimated construction costs, to be initiated:

- **Fairfield Campus**
 - Performing Arts Building Phase 1 Renovation (\$13.7 m)
 - New Science Building (\$24.0 m)
 - New Library/Learning Resource Center (\$42.6 m)

- **Vacaville Campus**
 - Vacaville Annex/Workforce Development and Continuing Education Building Modernization (\$4.1 m)
 - New Aeronautics/Workforce Development and Continuing Education Building (\$15 m)
 - New Biotechnology Building (\$26.0 m)

- **Vallejo Campus**
 - New Autotechnology Building (\$19.1 m)

B. Prospective Services

Selected entities will serve as the CxA for the District at the project site. The primary role of the CxA is to develop and coordinate the execution of a testing plan and observe and document that performance is in accordance with the Contract Documents. Systems to be commissioned may include:

1. Refrigeration systems
2. Heating systems
3. Air handling systems
4. Energy and Building Management Systems
5. Life safety system including fire alarm system, standpipe and sprinkler systems, fire pump and controller, and all piping and ancillary hardware.
6. Electrical systems consisting of substation transformers, switchboards, motor control centers, power & lighting panelboards, lighting fixtures, lighting controls, and connections to equipment.
7. Emergency power supply systems.
8. Security systems consisting of access control and alarm monitoring,
9. Indoor air quality
10. Other systems as needed
11. LEED (Leadership in Energy and Environmental Design) certification will be pursued for various projects.

C. Basic Services

The scope of basic services required by this RFQ shall include some or all of, but is not limited to, the following:

1. Consultant shall provide all necessary expertise and services to professionally and diligently prosecute the work authorized on a per project basis to be issued by District. Consultant shall:
 - a. Contract for or employ at Consultant's expense, Sub Consultants or personnel to the extent deemed necessary for the work. District reserves the right to reject the use of any Sub Consultant. Preference is for consultant to have in-house personnel that hold multiple classifications.

- b. Consult, as necessary, with normal and customary employees, agencies, and/or representatives of District regarding the work assigned.
 - c. Attend meetings with District, other professionals employed by District and local and regional agencies, as needed, and directed by District to perform the work.
 - d. Cooperate with other professionals employed by District.
 - e. Abide by all regulations imposed by funding sources, such as auditing requirements and payroll affidavits.
 - f. Be responsible for the professional quality, technical accuracy and the coordination of Consultant's entire work product and provide a professional level of review of all deliverables to assure quality and technical accuracy of all documents furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or revise any errors in its documents and other services.
2. Provision of the Work: Work shall be provided in accordance with an informal Request for Proposals (RFP), to be issued for each individual project, and shall be subject to the provisions of this RFQ and any additional provisions specified in each RFP with regard to schedule, key personnel, and Sub Consultants.

D. Detailed Services

All firms will be required to comply with all applicable codes. The scope of work will vary in based on each project but may include the following:

- 1. Commissioning Process During Pre-Design
 - a. Develop and review the Districts Project Requirements documentation for clarity and completeness, including language on the following features: mechanical, electrical, plumbing, architectural, structural, lighting, energy consumption, commissioning, indoor environmental quality, environmental sustainability, siting, exteriors, landscaping, interiors, functionality for tenants, budget.
 - b. Identify a scope and budget for the commissioning process.
 - c. Develop the initial commissioning plan.
 - d. Coordination of pre-design phase commissioning process activities.
 - e. Confirm District's LEED certification goals, if applicable.
- 2. Commissioning Process During Design
 - a. Work with the commissioning team to document the District Project Requirements for the facility.
 - b. Work with the design professionals in documenting the Basis of Design.
 - c. Verify the Basis of Design in regard to the District's Project Requirements.
 - d. Be involved in design workshops, design reviews, and value engineering discussions prior to the start of the construction documents phase of this work.
 - e. Participate in discussions relating to new technologies being evaluated to meet LEED certification requirements.
 - f. Complete a thorough review of the design documents completed at the end of each design phase. Comments will be submitted in writing to the District, the A/E team and the LEED consultant (if one is engaged).

- g. Develop full commissioning specifications for all equipment to be commissioned. Coordinate this with the architect and engineers and integrate the commissioning specifications into the overall project specification package. The commissioning specification will include a detailed description of the responsibilities of all parties, details of the commissioning process; reporting and documentation requirements (including formats), alerts to coordination issues, deficiency resolution, construction checklist and startup requirements, the functional testing process, and specific functional test requirements including testing conditions and acceptance criteria for each piece of equipment being commissioned.
- h. Finalize the commissioning plan encompassing the Design, Construction, Occupancy and Operations Phases.
- i. Determine the commissioning requirements and activities to include in the construction documents, with review by the design team, for integration into the technical specifications.

3. Commissioning Process During the Construction Phase

- a. Organize the commissioning process and conduct a pre-bid and pre-construction meeting where the commissioning process requirements are reviewed with the commissioning team.
- b. Coordinate and direct commissioning activities in a logical, sequential and efficient manner using consistent protocols, clear and regular communications and consultations with all necessary parties, frequently updated timelines, schedules, and technical expertise.
- c. Perform site visits, as necessary, to observe component and system installations. Accomplish a statistical review of construction focusing on the District's design intent and the quality assurance process. Attend selected planning and job-site meetings to obtain information on construction progress. Review construction-meeting minutes for revisions/substitutions relating to the District's design intent. Assist in resolving any discrepancies.
- d. Organize and conduct periodic commissioning team meetings necessary to plan, develop the scope, coordinate, schedule activities and resolve problems.
- e. Review submittals concurrent with the design professional's review.
- f. Statistically sample completion of construction checklists on a periodic basis to verify that contractor's quality assurance process is achieving the District's project requirements.
- g. Approve systems startup by reviewing start-up reports and through site observation.
- h. With necessary assistance and review from installing contractors, write the test procedures. Submit to A/E, CM and District for review and approval.
- i. Assist CM in direction of the contractor to execute the tests.
- j. Coordinate witness and recommend approval of test procedure performed by installing contractors. Coordinate retesting as necessary until satisfactory performance is achieved.
- k. Recommend approval of air and water systems balancing through statistical sampling of the report and separate field verification.
- l. Maintain a master issues log and a separate testing record. Provide to the GC, CM and District written progress reports and test results with recommended actions.

- m. Document the correction and retesting of non-compliance items by the contractor.
 - n. Review the systems manual for achieving the District’s project requirements.
 - o. Review, recommend, pre-approve, and verify the training provided by the contractors.
4. Commissioning Process During the Occupancy and Operations Phase
- a. Schedule and verify deferred and seasonal testing by the contractor.
 - b. Verify continuing training.
 - c. Schedule, organize, and attend a lessons-learned workshop. The workshop is facilitated by an independent member of the CxA’s firm.
 - d. Complete the final Commissioning Process Report.
 - e. Assist in the development of a preventative maintenance plan, a detailed operating plan or an energy and resource management plan.
 - f. Provide LEED required reporting.
 - g. Return to the site at 10 months into the 12-month warranty period. Review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning. Identify areas that may come under warranty or under the original construction contract. Assist facility staff in developing reports and documents and requests for services to remedy outstanding problems.

SUBMITTAL FORMAT

Entities responding to this RFQ must follow the format below. Material must be in 8 ½ x 11-inch format, portrait orientation. Submittals should include divider tabs labels with boldface headers listed below (i.e., first tab titled “**Cover Letter**,” second tab “**Relevant Qualifications**,” etc.). Submittals are limited to a maximum of 20 numbered pages (double sided counts as two pages) of printed material excluding tabs, table of contents and covers. The appendix is not part of the page count.

1. Cover Letter

- Identify the legal name of the proposing entity and type of organization (e.g., individual, sole submitting firm, joint venture)
- Address (mailing and street, if different)
- Company telephone number and fax number
- Federal Tax identification number
- DIR Registration number
- Provide name, telephone number and e-mail address of entity’s primary contact person
- Provide a brief history of the proposing entity

- Summarize proposing entity’s most relevant qualifications and experience
- Acknowledge and understand that the successful entities will sign the standardized Agreement for Professional Services, which contains the following indemnity provisions:

[12] To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“the indemnified parties”) from any and all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, subcontractors, consultants, or agents. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

The following statement must be included in the cover letter:

“[Submitter’s name] has received a copy of the standardized Agreement for Professional Services used by Solano Community College District (District), including the indemnity provisions and professional liability insurance provisions contained therein. If given the opportunity to contract with the District, [submitter’s name] has no substantive objections to the use of these agreements.”

A COPY OF THE DISTRICT’S RELEVANT AGREEMENT IS ATTACHED TO THIS RFQ AS ATTACHMENT “A”

2. Relevant Firm Qualifications

- Describe your entity’s history, location, staff makeup including size and work function, typical annual volume and size of commissioning project work.
- Please state your entity’s philosophy toward, and ability to accomplish the requested services in a comprehensive and thorough manner within established project requirements, time frames and budgets.
- Describe your entity’s experience communicating and working collaboratively with DSA, State and local fire agencies, municipalities, construction contractors, construction managers, subcontractors, testing labs and other project stakeholders. Provide an example of a project that met the Cal Green commissioning requirements for new buildings.
- Describe your entity’s philosophy toward managing construction changes; discuss how changes impact meeting commissioning requirements. Provide an example of how your entity met commissioning requirements during a project change while minimizing its impact on the project’s cost and schedule.
- Demonstrate your entity’s knowledge of different delivery methods and discuss how the commissioning authority’s role changes with each method. Specifically discuss design/build delivery.

3. Relevant Project Experience

Provide a list of commissioning 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) undergoing renovation and/or new construction. Provide at least two (2) examples of renovation / modernization projects, three (3) examples of new projects, two (2) examples of design build projects and two (2) LEED silver or higher certified projects.

Provide the following information for each project listed:

- Project name, type of project and location
- Name of individual who served as the Commissioning Authority for the project
- Owner's name and name of owner's contact person, title, telephone number and email address (to be contacted for reference)
- Beginning and end dates of project (including construction)
- Approximate square footage and construction cost of project
- Significance / relevance of the project to the Districts Measure Q program

4. Entity Personnel Qualifications

Identify key individuals being proposed, including subconsultants. Briefly state each individual's qualifications, certifications and experience relevant to the requested services and the scope of each's anticipated involvement in these assignments. If selected for a project the key individuals proposed must be assigned to that project.

5. 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, reimbursables). State what costs would be considered reimbursable.

6. 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 the requested information, or responses that assert attorney-client privilege, may deem the SOQ non-responsive.

7. Dispute Resolution Process

Describe how a typical disagreement that might occur during the course of a project can be brought to a positive agreement using dispute resolution, and discuss how the submitting entity can be involved in the resolution.

8. Appendix (not included in page count)

- Additional information pertinent to this submittal (optional)
- Resumes for key individuals

SELECTION CRITERIA

Each SOQ must conform and be responsive to the requirements set forth in this RFQ. Incomplete SOQs may be considered nonresponsive and grounds for disqualification. The District retains the sole discretion to determine issues of compliance and to determine whether an entity is responsive, responsible and qualified. SOQs will be evaluated on the basis of submittals, additional investigations, and/or interviews.

A. Submittal Evaluation

A selection committee will evaluate all SOQs as submitted in Sections 1-8 of the submittal format above. The selection criteria to be used by District’s committee members for determining the best-qualified firm 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.

Maximum Points	Selection Criteria
30	Experience of the firm in performing services of a similar nature and scope. Community College experience is highly desired. District’s expects that the submitting firm have in-house professional expertise to perform the work.
20	Staffing capacity, timeliness of work and the ability to meet schedules.
10	Reliability, continuity, and location of firm in proximity to District.
20	Qualification, education and experience of key personnel to be assigned.
20	Past client satisfaction on commissioned systems.
100	TOTAL

B. District Investigations

The District reserves the right to investigate and rely upon information from other available sources in addition to documents or information submitted in the SOQ. The District may also ask a submitting entity to submit additional information pertinent to the review process.

C. Interviews

The District, at its sole discretion, may elect to interview one or more submitting entities. The interview will provide an additional opportunity for the District’s selection committee to review the entity’s qualifications and experience, and other matters the committee deems relevant.

If an entity is requested to come for an interview, the key individuals listed in the SOQ must attend the interview.

Following the evaluation process, the selection committee will make recommendations to the District regarding selection of entities for inclusion in the qualified pool.

RFQ RESPONSE SCHEDULE SUMMARY

The District reserves the right to change the dates on the schedule below without advance notice. It is the submitter’s responsibility to verify dates.

DATE	EVENT	TIME / DEADLINE
December 10, 2015	Release and advertisement of RFQ #16-006	
January 5, 2016	Deadline for submittal of written questions to District	2:00 p.m.
January 7, 2016	Answers to written questions posted on the District website	2:00 p.m.
January 12, 2016	Deadline for all submittals in response to RFQ #16-006	2:00 p.m.
January 25, 2016	If required, release of short-listed entities selected to interview	5:00 p.m.
January 28, 2016	If required, interviews of short-listed entities	Begin 9:00 a.m.
February 2, 2016	Notification to recommended entities for qualified pool	5:00 p.m.
February 17, 2016	Board approval of recommended entities for qualified pool	

WE THANK YOU FOR YOUR INTEREST IN THIS EXCITING PROGRAM!

***RFQ #16-006
COMMISSIONING AUTHORITY SERVICES POOL
ATTACHMENT A***

RFQ 16-006 ATTACHMENT "A"

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES (COMMISSIONING AUTHORITY)

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the _____ day of _____, 20__ by and between the Solano Community College District, ("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:

Services. The Consultant shall provide Commissioning Authority Services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").

1. **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.
2. **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: _____

3. **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:

3.1. 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. The schedule of deliverable Services to be produced is as follows:

3.1.1. _____
3.1.2. _____
3.1.3. _____
3.1.4. _____

RFQ 16-006 ATTACHMENT "A"

4. **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:
 - 4.1. None
5. **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.
6. **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:
 - 6.1. None
7. **Performance of Services.**
 - 7.1. **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.
 - 7.2. **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.
 - 7.3. **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.
 - 7.4. **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.
8. **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,

RFQ 16-006 ATTACHMENT "A"

except that submitted to Consultant by District as a basis for such services.

9. **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.
10. **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.

11. Termination.

- 11.1. **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.
- 11.2. **For Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 11.2.1. material violation of this Agreement by the Consultant; or
 - 11.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
 - 11.2.3. 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.

12. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives,

RFQ 16-006 ATTACHMENT "A"

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.

13. Insurance.

13.1. 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

13.1.1. **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.)

13.1.2. **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.

13.1.3. **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.

13.2. **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:

13.2.1. 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,

RFQ 16-006 ATTACHMENT "A"

stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

13.2.2. 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.

13.2.3. 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.

13.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

13.3. **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.

14. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

15. **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.

16. **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.

17. **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.

18. **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).

RFQ 16-006 ATTACHMENT "A"

19. **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.
20. **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:
- 20.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 20.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
21. **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.
22. **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.
23. **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:

District:

Solano Community College District

Fairfield, California 94534

[FAX] _____

ATTN: _____

Consultant:

[NAME]

_____, California 9_____

[FAX] _____

ATTN: _____

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.

24. **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.
25. **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

RFQ 16-006 ATTACHMENT "A"

terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

- 26. **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.
- 27. **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.
- 28. **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.
- 29. **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.
- 30. **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.
- 31. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely 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.
- 32. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 33. **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.
- 34. **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.
- 35. **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: _____, 20__

Dated: _____, 20__

Solano Community College District

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

RFQ 16-006 ATTACHMENT "A"

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

RFQ 16-006 ATTACHMENT "A"
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.)

RFQ 16-006 ATTACHMENT "A"

EXHIBIT "A"

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

1.1. Commissioning During Pre-Design

1.1.1.

1.2. Commissioning During Design

1.2.1.

1.3. Commissioning During Construction

1.3.1.

1.4. Commissioning During Occupancy and Operations

1.4.1.

SAMPLE