CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSAL No.: D-17

SECURITY MASTER PLAN CONSULTING SERVICES

Proposal Due:

March 13, 2017 at 4:00 pm

Return Proposals To:
District Office
Purchasing & Warehouse Services Department
7600 Dublin Blvd., 3rd Floor
Dublin, California 94568
INTRODUCTION

The Chabot-Las Positas Community College District (hereinafter the “District”) is inviting interested security consulting firms to submit their proposals to develop a Security Master Plan for the Chabot College campus located at 25555 Hesperian Boulevard in Hayward, California, the Las Positas College campus located at 3000 Campus Hill Drive in Livermore, California and the District Office located at 7600 Dublin Boulevard in Dublin, California including the off-site Tri-Valley One Stop located at 6300 Village Parkway, Suite 100 in Dublin, California.

BACKGROUND

The Chabot-Las Positas Community College District has two college campuses: Chabot College in Hayward and Las Positas College in Livermore. The District was founded in 1961 and serves the San Francisco East Bay Area, particularly southern Alameda County, including the district communities of Castro Valley, Dublin, Hayward, Livermore, Pleasanton, San Leandro, San Lorenzo, Sunol and Union City. The colleges specialize in university transfer, technical training, continuing education, workforce development, contract education with local businesses and cultural enrichment. The District serves nearly 17,230 students and employs more than 1,500 administrators, faculty and classified staff. Members of a seven-member Board of Trustees set policy for the District.

The District has undertaken a major expansion and modernization program to implement the Bond Programs approved by voters in 2004 and 2016. A complete list of projects contained in the 2012 Facility Master Plan proposed under the Bond Measures can be found on the Bond Program website at: http://www.clpccd.org/bond/.

CONSULTING SERVICES TO BE PROVIDED

Consultant shall develop a detailed Security Master Plan (“The Plan”) for the District, including both the Chabot College, Las Positas College campuses and the District Office including the off-site Tri-Valley One Stop, in close coordination and meetings with the District, College Security Sub-Committees, Campus Safety & Security Directors, and Maintenance and Operations. The consultant will provide: risk assessment & mitigation planning; environmental design solutions (landscaping, architecture and lighting); analysis and recommendation of available technology and system requirements to meet the needs outlined below; cost / benefit analysis of recommendations; an emphasis on open architecture and non-proprietary systems; and an analysis and recommendation of communications upgrades (radio, MRTI, emergency call boxes and telephones), as it affects overall campus safety and security.

The Plan will address the following:

- **Operational Security** - Comprehensive review and assessment of existing security policies and procedures and staffing with specific recommendations of implementation measures to improve existing security policies and procedures and staffing. The review and assessment of existing operational security measures must include the following
considerations in the context of: (1) normal hours of operation, (2) off hours and (3) emergencies.

a. Security organization, structure, management and administration  
b. Staffing requirements, job descriptions, employment qualifications, training and supervision  
c. Service levels and performance  
d. Liaison and coordination with public and private agencies  
e. Security incident reporting and investigation  
f. Security operational budget  
g. Contractors’ access  
h. Key Control  
i. Access control policy to campus and individual buildings  
j. Security awareness plans for the campus community  
k. Emergency building/campus evacuation procedures  
l. Emergency communications  
m. Coordination/interface with local/regional police/emergency services

- Architectural and Physical Security:
  a. Barriers - Vulnerability analysis and risk mitigation for parking lots and other high risk venues as subsequently determined, including access control  
b. Lighting (Interior and Exterior):  
   - Lighting must be programmable and immediately controllable via computer for safety, security and energy efficiency.  
   - Exterior lighting must provide overlapping coverage, so as to preclude or minimize areas of darkness. A complete survey of existing conditions shall be done by consultant at all three (3) sites.  
   - Landscaping – safety surveillance

d. Life Safety Management  
   - Intrusion alarms  
   - Panic/distress alarms
- Fire Alarm (we are in year 2 of a 5 year conversion to FCI [Fire Control Instruments] system).

**Surveillance:**
- CCTV (closed circuit television/surveillance) System and Digital Video Management
- Vulnerability analysis and risk mitigation for parking lots and other high risk venues
- A system design and integration guideline which includes integration with emergency call boxes, intrusion and fire alarms, as well as other emergency communications.
  - Camera selection - PTZ, Color vs. B&W and Digital vs. analog
- Intrusion Control
  - Locks, alarms, intrusion detection
  - Proximity Cards
  - Cypher locks
- Data Transmission Collection/Reporting

**Parking, Traffic:**
- A safe and secure design (surveillance and lighting)
- Parking lot design that allows for sectioning off and controlling access.

The consultant will provide the following work products to the District:
- **Assessment of Existing Systems and Policies** - Comprehensive review and assessment of the existing report entitled “Vulnerability and Physical Security, Site Assessment” conducted in 2016 by Crisis Management Solutions, existing security policies and equipment, including the adequacy of existing wiring and fiber optic infrastructure system to connect individual buildings with the central monitoring station. Conduct a debriefing meeting to discuss discoveries as a result of the data gathering.

- **Security Master Strategy** – Prepare a strategic plan report to address specific security needs of both campuses, including: Operational Security, Architectural and Physical Security, Technological Systems, Surveillance, Parking and Traffic, and Campus Security Command and Control Center(s). System description should include performance specifications and selection criteria for security equipment and shall be coordinated with the overall facilities master plan.

- **Building and Site Security Design Guidelines** - Provide design guidelines for new buildings to be connected to the Security Command and Control Center(s). Provide design guidelines for existing buildings to be retained and have the existing security system replaced with the type of system used in the new buildings. Guidelines should include testing and commissioning requirements. (Note that the design of the building specific security systems shall be by the individual project architectural / engineering team in full compliance with the security system design guidelines.)
• **Assistance in Equipment Manufacturer(s) Selection** – Conduct a presentation of security systems from no less than three manufacturers consistent with the criteria set forth in The Plan. Assist the Team in selecting a single equipment manufacturer to supply the security systems in all the buildings, resulting in a site standard for both campuses. Considerations must include an agreement to provide system maintenance and testing beyond the warranty period.

• **Campus Security Command and Control Center(s)** - Design a campus-wide central reporting system to be located in the Campus Security Command and Control Center, and include a remote connection to the local city police departments.

• **Quick-Start Recommendations for Parking Lots** – Both campuses require improvements to lighting, surveillance and/or emergency communications in existing parking areas. Recommendations to address these needs should be developed early in the planning process, so that they can be implemented immediately.

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**SUBMISSION OF RFP RESPONSE**

To be considered by the Selection Committee, respondents must submit a written response to this RFP which addresses each and all of the requirements of this RFP. **Proposals must be submitted to the District Office, 7600 Dublin Blvd., 3rd Floor, Dublin, CA 94568 no later than 4:00 P.M. (PST) on Monday, March 13, 2016.** Proposals must be submitted in a sealed envelope including an original, signed hard copy AND an electronic copy on a compact disk (CD) in Microsoft Word or PDF format. Any collateral materials should be provided on CD and not in binders. Candidates are solely responsible for timely submission of RFP responses to the designated location prior to the latest time for submission. The District will reject any RFP response which is submitted after the date/time set forth above or which is non-responsive to material requirements of the RFP. The District reserves the right to cancel or amend this RFP by issuance of written addenda. If addenda to this RFP are issued, Candidates must acknowledge receipt of addenda in their RFP responses and RFP responses must address materials/requirements relating to this RFP as described in addenda issued by the District.

**QUALIFICATIONS**

Responding firms must provide a complete statement of qualifications, capabilities and experience to provide the consulting services contemplated by this RFP. Proposals must address the following items:

1. **Statement of Qualifications.** In addition to the information requested by Items 2 (Experience) and 3 (Capacity) below, each respondent to this RFP must complete and submit with its Proposal the form of Statement of Qualifications (Attachment A). Failure of a responding firm to submit a completed Statement of Qualifications will render the respondent’s RFQ response to be deemed non-responsive and rejected.
2. **Experience.** The Proposal must address the following:
   A. Scope of consulting services typically provided or offered; summary of firm history.
   B. Prior experience as consultant for public agency public works projects, including a general description of the scope of services provided on each contract.
   C. Services provided for other California community college or university security projects.

3. **Capacity.**
   A. **Staff and Technical Resources**
      i. Identify specific proposed staff personnel which the Security Consultant anticipates will be dedicated to the Project; provide description of each staff member’s education and experience. For staff personnel identified, provide a description of the typical anticipated role(s) or responsibility(ies) of each staff member relative to the Basic Services for the Project.

   B. **Insurance Resources**
      i. Identify insurance coverages maintained by the responding firm. Confirm that the Consultant has in place or will obtain each of the policies of insurance with the minimum coverage amounts set forth in the Consultant Contract.

   C. **Staffing and Methodology**
      i. Address the extent to which the District will be permitted to request specific staff personnel to provide or perform all or portions of the Basic Services.

      ii. Provide the location of primary offices and which office would have responsibility for this project.

**FEE PROPOSAL**

Candidates must submit a fee proposal for the specific scope of work consistent with the District’s preference and intent. Respondents must include a schedule of hourly rates for various classes of employees who will perform Basic Services and potential Additional Services which may be requested by the District for the Project. It is the intent of the District to award this contract on the basis of firm qualifications and best value, rather than cost. It is the preference and intent of the District that Consultant Contracts provide for the District’s payment of fees to the consultant on a lump sum / fixed price basis. However, the District will not reject an RFP response which is otherwise responsive to the requirements of the RFP but which proposes a fee which is not a lump sum fixed price.
FORM OF CONTRACT

The District intends to enter into contracts for consulting services using a standard form of the Professional Services Agreement (Exhibit 1), collectively referred to hereinafter as the "Consultant Contract" which includes Drug-Free Workplace Certification and Workers’ Compensation Form. The scope of Basic Services will depend upon available funding, the services required, and the preparation of Instruments of Services necessary to complete the Project.

CONSULTANT SERVICES CONTRACT

1. Respondents must thoroughly review the form of Consultant Contract prior to submitting their RFP. Respondent’s full and complete acceptance of the Consultant Contract format is one element that is necessary in order for a submittal to be deemed fully responsive to this RFP.

2. Pursuant to Public Contract Code §20103.6 all Respondents are advised that the Consultant Contract includes provisions which obligate the Consultant to indemnify and hold harmless the District.

SELECTION OF CONSULTANT

The District anticipates that a Review Committee will review the submitted proposals and establish a “short-list” of firms for interviews. Interviews are tentatively scheduled for March 28 – 30, 2017. Selected firms will be requested to make verbal presentation of the firm’s qualifications and proposal to a selection committee for the project. The selection committee will then recommend to the College Presidents and Chancellor a firm to be submitted to the Board of Trustees for approval at the April 18, 2017 Board Meeting and award of the Consultant Contract by April 28, 2017.

Recommendation of the selection committee for retention of a consultant will be based upon the ability of the consultant to achieve the District’s objectives and demonstrated competence and qualifications to perform the Basic Services at a fair and reasonable price to the District. The recommendation by the selection committee is not binding on the District. Formal award of any Consultant Contract will only be affected after the District’s Board of Trustees has formally approved of such award. The District reserves the right to waive minor irregularities in the solicitation process. The District may award one or more contracts, or no contracts, as a result of this solicitation.

REJECTION AND WAIVERS OF RESPONSES

This Request for Proposal does not commit the District to award a contract or to pay any costs incurred in the preparation of a response to this request.

The District reserves the right to accept or reject any or all responses received; to negotiate with qualified Responder(s) or cancel the request; and, to waive any minor irregularities and informalities in the response or RFP process.
a. Non-Collusion Affidavit (Attachment B): By submittal and signing the response, the Responder is certifying that the response document is genuine and not a sham or collusive, and not made in the interest of any person not named and that the Responder has not induced or solicited others to submit a sham offer, or to refrain from responding.

b. Drug-Free Workplace Certification (Exhibit 1): Compliance with Laws and Regulations, the Responder shall comply with federal, state and local laws, regulations, and industry standards. The proposer shall also comply with the Drug-Free Workplace Act requirements of the California Government Code Section 8350 et seq.

QUESTIONS/CONTACT PERSON
The District will accept written questions via e-mail to vlamica@clpccd.org until 4:00 p.m. Pacific Standard Time on Tuesday, February 28, 2017 using the Proposal Question Form (Exhibit 2). The District will respond to each question by an addendum which will be issued on Tuesday, March 7, 2017 to all firm(s) by posting the addendum to the website at: http://www.clpccd.org/bond/RequestsforProposal.php.

All firms should acknowledge the addendum posted by the District regarding this RFP on their proposal form, item 1.2.

Responders shall not contact any District employee or official regarding this response other than the individual listed above as the contact person. Contacting District staff or officials regarding this work may result in disqualification. Meetings, teleconference calls or one-on-one briefings will not be granted to any Responder. No verbal comments made by District staff or officials are binding regarding this RFP except for that which is made in writing. This will assure that all proposers receive the same information in a timely manner.

c. Public Records Act: By submittal and signing the response, responses to this Request for Qualifications will become the exclusive property of the District. At the time an investment banker/underwriting firm is hired and the decision is made public, all documents shall be considered public records. Exceptions to this policy will be those elements in each response that are defined by your firm as business or trade secrets and marked “proprietary” “trade secret” or “Confidential”. The District shall not be held responsible for the disclosure of any business or trade secrets that are not clearly identified.
PROPOSAL FORM

TO: CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT, a California Community College District, acting by and through its Board of Trustees (the "District"), 7600 Dublin Blvd., 3rd Floor, Dublin, California  94568.

FROM: ________________________________________________________________

(Firm Name of Proposer)

______________________________________________________________

(Address)

______________________________________________________________

(City, State, Zip Code)

______________________________________________________________

(Telephone, Facsimile and Email)

______________________________________________________________

(Name(s) of Proposer’s Authorized Representative(s))

1. Proposal.

1.1 Proposal Amount is a lump sum/fixed price basis of $ ________________________________.

The undersigned Proposer proposes and agrees to provide the services, equipment, supplies, and related reports/documentation required for the Request for Proposal described as: Security Master Plan Consulting Services. A schedule of hourly rates for various classes of employees is attached.

1.2 Acknowledgment of Proposal Addenda. If applicable. In submitting this Proposal, the undersigned Proposer acknowledges receipt of all Proposal Addenda issued by or on behalf of the District, as set forth below. The Proposer confirms that this Proposal incorporates, and is inclusive of, all items or other matters contained in Proposal Addenda.

Addenda Nos. ___________________________received, acknowledged, and incorporated into this Proposal. (Initial) ______

2. Documents Accompanying Proposal. The Proposer has submitted with this Proposal the following: (a) Statement of Qualifications (Attachment A); (b) Non-Collusion Affidavit (Attachment B); (c) Required documents as stated in Qualification Section of this RFP; and (d) Proposal Form. The Proposer acknowledges that if this Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the RFP document and in each of the foregoing documents, the Proposal may be rejected as non-responsive.

3. Award of Contract. The successful bidder will be required to enter into a Professional Services Agreement with the District. It is the intent of the District to issue a Purchase Order. It is expected that the successful contractor(s) will meet all requirements of this Proposal and the purchase order.

4. Acknowledgement and Confirmation. The undersigned Proposer acknowledges its receipt, review and understanding of the business requirements, scope of work and services, and other contract documents pertaining to this Proposal. The undersigned Proposer certifies that the
contract documents are, in its opinion, adequate, feasible, and complete. The undersigned Proposer certifies that is has all necessary equipment, personnel, materials, technical and financial ability to complete the Work and Services for the amount of Proposal herein within the Contract time and in accordance with the Contract Documents.

PROPOSAL SIGNATURE FORM
The undersigned agrees to:
Provide all services for Chabot-Las Positas Community College District.
All equipment, accessories and services shall comply with the applicable Federal and State Law, Codes, Regulations, and Requirements.

By: ________________________________

(Authorized Signature)

______________________________

(Typed or Printed Name)

(END OF SIGNATURE FORM)
STATEMENT OF QUALIFICATIONS
For Professional Services

1. Bidder’s Organization
   1.1 Form of entity of Bidder, i.e., corporation, partnership, etc. ______________________
   1.1.1 If a corporation, state the following:
       State of incorporation: _____________________________________________
       Date of incorporation: ____________________________________________
       President/Chief Executive Officer: _________________________________
       Secretary: ______________________________________________________
       Treasurer/Chief Financial Officer: _________________________________
   1.1.2 If a partnership, state the following:
       Type of partnership, i.e., general partnership, limited partnership: ________
       Names of all general partners, if any of the general partners are not natural
       persons, provide the information for each such general partner requested by
       Paragraphs 1.1.1, 1.1.2 and 1.1.4 as appropriate:________________________
       __________________________________________________________________
       __________________________________________________________________
       1.1.3 If a proprietorship, state the names of all proprietors:_____________________
       __________________________________________________________________
       __________________________________________________________________
       __________________________________________________________________
   1.1.4 If a joint venture, state the following
       Date of organization: ______________________________________________
       Names of all joint venture members. For each member of the joint venture,
       provide the information requested by Paragraphs 1.1.1, 1.1.2 and 1.1.3 for each
       joint venture member, as applicable: _________________________________
       __________________________________________________________________
       __________________________________________________________________
       __________________________________________________________________

1.2 Number of years your organization has been in business: _____________

1.3 Number of years your organization has conducted business under its present name:
   ______________________

1.4 If your organization has conducted business under a name or name style different than
   your organization’s present name in the past 10 years, identify all prior name(s) or name
   style(s):
   ____________________________________________________________
1.5 Your organization’s Federal Tax Identification Number: _________________________

2. Experience

2.1 On a separate attachment, list a minimum of three (3) successful projects that are similar to the Security Master Plan Consulting Services that were completed by your organization in the past five (5) years and for each identify: (i) a general description of the work performed by your organization; (ii) the dollar value of the work performed or to be performed by your organization; (iii) the owner’s name, name of the owner’s representative and the address and telephone number of the owner and the owner’s representative.

2.2 On a separate attachment, list a minimum of two (2) successful educational institutions similar to the Security Master Plan Consulting Services by your organization, for each, state: (i) a general description of the work performed by your organization; (ii) the dollar value of the work performed or to be performed by your organization; (iii) the owner’s name, name of the owner’s representative and the address and telephone number of the owner and the owner’s representative; (iv) percent presently complete; and (v) the current scheduled completion date.

3. Performance History

3.1 Claims and lawsuits (if you answer yes to any of the following, you must attach details).

3.1.1 Have any lawsuits or other administrative, legal, arbitration or other proceedings, ever been brought or commenced against your organization or any of its principals, officers or equity owners in connection with any contract? 

______ Yes ______ No

If so, describe the circumstances, the amount demanded or other relief demand and the disposition of each such lawsuit or other proceeding.

3.1.2 Has your organization ever filed a lawsuit or commenced other administrative, legal or other proceedings in connection with any contract? ______ Yes ______ No

If so, describe the circumstances, the amount demanded or other relief demand and the disposition of each such lawsuit or other proceeding.

3.1.3 Are there any judgments, orders, decrees or arbitration awards pending, outstanding against your organization or any of the officers, directors, employees or principals of your organization? ______ Yes ______ No

If so, describe each such judgment, order, decree or arbitration award and the present status of the satisfaction or discharge thereof.

3.2 Has your organization ever refused to sign a contract awarded to it? 

______ Yes ______ No

If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner’s name, address, telephone number and contact person; and (iii) the circumstances of your refusal to sign such contract.
3.3 Has your organization ever failed to complete a contract?  
_____ Yes  _____ No  
If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner’s name, address, telephone number and contact person; and (iii) the circumstances of your failure to complete such contract.

3.4 Has your organization ever been declared in default of a contract?  
_____ Yes  _____ No  
If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner’s name, address, telephone number and contact person; and (iii) the circumstances of each such declaration of default.

3.5 Has any contract to which your organization is a party been terminated for the convenience of the owner?  
_____ Yes  _____ No  
If so, identify the contract and owner along with a description of the circumstances under which the convenience termination occurred.

3.6 Has your organization or any predecessor to your organization been charged with a violation of the California False Claims Act or similar federal statute within the past ten (10) years?  
_____ Yes  _____ No  
If yes, on a separate attachment, provide the following: (i) a detailed description of the circumstances upon which charges were based; (ii) the public agency involved, including name, address, telephone and email address of contact person(s) at such public agency; and (iii) disposition of such charges.

3.7 Has any individual or entity who owns ten percent (10%) or more of the equity interest of your organization been an equity owner of ten percent (10%) or more of the equity interest of any other entity or organization, within the past ten (10) years, which has been charged with a violation of the California False Claims Act or similar federal statute within the past ten (10) years?  
_____ Yes  _____ No  
If yes, on a separate attachment, provide the following: (i) the name(s) of each such other entity or organization; (ii) a detailed description of the circumstances upon which charges were based; (iii) the public agency involved, including name, address, telephone and email address of contact person(s) at such public agency; and (iv) disposition of such charges.

3.8 Has any individual or entity who owns ten percent (10%) or more of the equity interest of your organization been charged with a violation of the California False Claims Act or similar federal statute within the past ten (10) years?  
_____ Yes  _____ No  
If yes, on a separate attachment, provide the following: (i) the name of such individual(s) or entity(ies); (ii) a detailed description of the circumstances upon which charges were based; (iii) the public agency involved, including name, address, telephone and email address of contact person(s) at such public agency; and (iv) disposition of such charges.

4. References (Include name, contact person, telephone/fax number and address for each reference provided):
4.1 Professional References (three (3) minimum)

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

4.2 Owner references (three (3) minimum, preferably California K-12 school districts and/or California community college districts)

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

5. Accuracy and Authority

The undersigned is duly authorized to execute this Statement of Qualifications under penalty of perjury on behalf of the Proposer. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Statement of Proposer’s Qualifications and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Statement of Proposer’s Qualifications.

The undersigned declares and certifies that the responses to this Statement of Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses.

Executed this ___ day of __________________ 20__ at __________________________ (City and State)

I declare under penalty of perjury under California law that the foregoing is true and correct.

________________________________________
(Signature)

________________________________________
(Typed or written name)
NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA
COUNTY OF ____________________

I, __________________________________, being first duly sworn, deposes and says that I am the ________________________ of _____________________________________, the (Title) (Bidder Name) party submitting the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.

2. The Bid Proposal is genuine and not collusive or sham.

3. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.

4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.

5. All statements contained in the Bid Proposal and related documents are true.

6. The bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this ____ day of ____________, 20__ at ______________________________. (City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____________________________________________ _____________________________________________________
Signature           (Address)

_____________________________________________ ____________________________________________________
Name Printed or Typed (City, County and State)

(________) __________________________________________  (________) __________________________________________
(Area Code and Telephone Number). (Area Code and Telephone Number)
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this Enter Date, in the City of Dublin, County of Alameda, State of California, by and between CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT, a California Community College District, (hereinafter referred to as “DISTRICT”) and Consultant’s Firm Name (hereinafter referred to as "CONSULTANT") having its principal place of business at ________________________________Consultant’s Address.

WITNESSETH:

WHEREAS, DISTRICT desires to engage CONSULTANT to perform certain of the professional services, and

WHEREAS, CONSULTANT represents that it is fully qualified and willing to perform the services required hereunder, professional services for the “Enter Name of Project or Services”, and

NOW THEREFORE, for and in consideration of the covenants and conditions hereinafter set forth, the parties do mutually agree as follows:

I. STATEMENT OF WORK
CONSULTANT hereby agrees to perform the tasks and services set forth in Exhibit "A", entitled "Statement of Services", attached hereto and made a part hereof, in accordance with the terms and conditions, sequence, time, and manner expressed herein.

II. COMPENSATION
For and in consideration of the services performed by CONSULTANT hereunder, DISTRICT agrees to pay CONSULTANT the sums set forth under Exhibit "B" entitled, Compensation and Payment , attached hereto and made a part hereof.

III. TERMS AND CONDITIONS
CONSULTANT agrees to be bound by the General Provisions for Professional Services Agreement identified as Exhibit "C", also attached hereto and made a part hereof.
IV. TERM
The Term of the Agreement shall commence as of the date set forth above and shall expire upon the Consultant’s completion of the services set forth herein. The foregoing notwithstanding, the Consultant shall complete the services hereunder in a prompt manner; if the District establishes a schedule for the Consultant’s completion of the services under this Agreement or portions thereof, the Consultant’s completion of services under this Agreement shall comply with such schedule. The Consultant shall be liable to the District for the consequences of the Consultant’s failure to complete the services under this Agreement in a prompt manner or for failure to comply with a District established schedule for completion of the services or portions thereof.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement effective on the date first written above.

“DISTRICT”
CHABOT-LAS POSITAS
COMMUNITY COLLEGE DISTRICT

By: __________________________   ________
   Mr. Doug Horner
   Vice Chancellor, Facilities/Bond Programs and Operations

“CONSULTANT”
FIRM’S NAME

By: __________________________   ________
   Print Name: __________________________
   Title: ________________________________

Date               Date
EXHIBIT "A"
STATEMENT OF SERVICES

1. CONSULTANT represents that it has the expertise, experience, personnel, and resources to perform the desired services. The CONSULTANT further represents that CONSULTANT and all personnel engaged to provide/perform services hereunder are and shall remain fully qualified and authorized, permitted and/or licensed under applicable law or regulations to perform such services. None of the work or services shall be subcontracted without the prior written approval of DISTRICT.

2. CONSULTANT will perform or cause to be performed those services described below in accordance with all laws, regulations, and applicable codes and with the provisions of this agreement. CONSULTANT shall use its best efforts to conduct the services in an expeditious and timely manner. All services hereunder shall be provided/performed in accordance with the standard of care for consultants providing/performing similar services.

3. A written definition of the Services to be performed by the CONSULTANT is set forth below: Enter written definition of scope of services

4. All work to be performed using AutoCAD Version 2002, or higher.

5. No other terms and conditions shall apply other than as specified in Exhibit “C”, Section 17, “Extent of Agreement.”
EXHIBIT "B"
COMPENSATION AND PAYMENT

1. For and in consideration of the performance and completion of the services hereunder, DISTRICT agrees to pay CONSULTANT as follows:

   TOTAL FEE .......................................................... $

2. Once each month, CONSULTANT shall submit an invoice for services rendered during the previous calendar month. CONSULTANT invoice is to include the District Purchase Order number which will be provided independently by the District. Fees are to be invoiced on a monthly, single invoice, on an invoice format provided independently by the District.

3. Within thirty (30) days DISTRICT shall promptly pay CONSULTANT the amount due. If the consultant fails to timely and fully perform material obligations of the Consultant hereunder, notwithstanding any provision of the Agreement to the contrary, the DISTRICT may withhold from any amount due the CONSULTANT, with the withheld amounts being disbursed to the CONSULTANT after the CONSULTANT has fully cured such failure to perform, less costs, expenses, losses or damages sustained by the DISTRICT as a result of such failure to perform.

4. CONSULTANT shall not perform any additional service, or incur any additional expense in the performance of this Agreement without the prior written approval of DISTRICT.

5. DISTRICT shall not be responsible for payment or reimbursement of monies for additional services performed without the prior written approval of DISTRICT.

6. Should a change of scope or additional services be required, payment for such services will be determined at the time of DISTRICT’s written approval, and such shall be amended to this Agreement.

7. DISTRICT will not be responsible for reimbursement for costs invoiced more than 90 days after the costs were incurred.

End of Page
EXHIBIT "C"
GENERAL PROVISIONS FOR
PROFESSIONAL SERVICES AGREEMENT

1. Responsibility
CONSULTANT shall be solely responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, calculations, data, reports or other Services to be provided hereunder, and shall, without any additional compensation, correct or revise any errors or deficiencies promptly upon notice or discovery thereof, provided that the CONSULTANT’S obligation to correct or revise errors/discrepancies in the services provided is in addition to and not in lieu of the consultant’s liability to the DISTRICT for losses, costs, expenses or damages sustained by the DISTRICT as a result of such errors/deficiencies. Neither a review, approval or acceptance of, nor payment for, any of the Services required hereunder shall be construed as a waiver of any rights under this Agreement by DISTRICT or of any cause of action arising out of the performance of this Agreement, and Subcontractor shall be liable for all damages caused by or arising out of CONSULTANT’S negligent performance of any Services provided or required hereunder.

2. Changes
DISTRICT may, upon ten (10) days written notice, make changes in the Scope of Services to be provided hereunder. If such changes result in an increase or a decrease in Services, the time required to performance thereof, or the compensation thereof, this Agreement shall be modified accordingly in writing in order for such changes to be valid.

3. Termination
A. Performance of the work and Services hereunder may be terminated by DISTRICT at any time, in whole or in part:

   (1) Whenever CONSULTANT shall default in its obligations hereunder or fails to make progress in the prosecution of the work or Services; or

   (2) For the convenience of DISTRICT.

B. Termination shall be effected by delivery to CONSULTANT of the Notice of Termination, specifying whether said termination is for default of CONSULTANT or for the convenience of DISTRICT, the extent to which performance of the work and Services is terminated; and the date upon which said termination is to become effective. If, after Notice of Termination for default, it is determined that CONSULTANT was not in default, or that CONSULTANT ‘s failure to fulfill its obligations was due to causes beyond its
control and without its fault or negligence, the Notice of Termination shall be deemed to have been issued for the convenience of DISTRICT.

C. Following receipt of Notice of Termination, CONSULTANT shall discontinue performance on the date and to the extent specified therein, and deliver to DISTRICT the completed or partially completed plans, information, data, reports, estimates, summaries, materials, or other documents which, if performance had been completed, would be furnished to DISTRICT. CONSULTANT shall continue performance of such part of the work and Services which are not terminated by the Notice of Termination. CONSULTANT shall prepare and submit a termination claim for services satisfactorily performed, which shall include costs and expenses, reimbursable in accordance with the Terms of this Agreement, not previously paid to CONSULTANT, incurred prior to the effective date specified in the Notice of Termination, and DISTRICT may agree upon the whole or any part of the amount(s) claimed by CONSULTANT on account of the termination or partial termination.

D. In the event of termination for default, DISTRICT shall be entitled to complete the work and Services hereunder or engage others to do so and in addition to whatever remedies it may have at law if the expense of completing said work and Services is greater than the amount CONSULTANT was to receive as compensation therefore, DISTRICT shall be entitled to recover the difference from CONSULTANT.

4. Confidentiality
CONSULTANT hereby agrees that all information provided by DISTRICT relating to the Services hereunder shall be considered confidential and proprietary, and shall not be reproduced, transmitted, used or disclosed by the CONSULTANT without the written consent of DISTRICT, except as may be necessary for the non-disclosing party to fulfill its obligations hereunder; provided that the limitation shall not apply to any information or portion thereof, which is within the public domain at the time of its disclosure. The requirements of this provision shall survive the term of this Agreement.

5. Ownership and Reuse of Documents
All non-proprietary data, information, reports, drawings, renderings, or other documents or materials prepared by CONSULTANT hereunder shall become the property of DISTRICT whether or not the work covered thereby is executed; provided that CONSULTANT may at the CONSULTANT’S cost and expense reproduce such items to retain as a record copy for its files.

6. Relationship
The legal relationship of CONSULTANT to DISTRICT hereunder shall be that of an independent contractor and not that of an agent, employee or joint venturer.
7. **Examination of Records**  
If the Services performed by CONSULTANT hereunder are in support of any government contract or program, or under a cost reimbursable type agreement, or for any authorized additional service or reimbursable expense, Subcontractor shall until the expiration of six (6) years after final payment hereunder, maintain such books and records under generally recognized accounting methods and permit inspection by DISTRICT or any of its authorized representatives.

8. **Compliance with Laws**  
CONSULTANT shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders in effect throughout the term of this Agreement, including, but not limited to Executive Order No. 11246 of September 24, 1965, as amended (regarding Equal Employment Opportunity), and the orders of the Secretary of Labor pursuant thereto.

9. **Insurance**  
Prior to commencing work, the CONSULTANT shall procure and maintain at CONSULTANT'S own cost and expense for the duration of this Agreement the following insurance against claims which may arise from or in connection with the performance of the work or services hereunder by the CONSULTANT, its agents, representatives, employees or subconsultants.

A. **Minimum Limits of Insurance.**  
CONSULTANT shall maintain limits of no less than:

1. **Commercial General Liability**  
Two Million Dollars ($2,000,000) combined single limit per occurrence for bodily injury and property damage. Coverage shall be provided on an "occurrence" basis.

2. **Comprehensive Automobile Liability Insurance:**  
One Million Dollars ($1,000,000) combined single limit per accident for bodily injury or property damage. The following coverages shall be included:
   - (a) Owned Automobiles.
   - (b) Hired Automobiles.
   - (c) Non-Owned Automobiles.

3. **Professional Liability Errors and Omissions Insurance:** With a limit of not less than One Million Dollars ($1,000,000).

4. **Workers' Compensation and Employer's Liability:** Workers' compensation limits as required by the Labor Code of the State of California and Employer's Liability limits of One Million Dollars ($1,000,000) per accident.
B. **Deductibles and Self-insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. At the option of the DISTRICT, the insurer shall reduce or eliminate such deductibles (limited to general and automobile liability insurance only) or self-insured retentions with respect to the DISTRICT, its officials and employees, or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

C. **Other Insurance Provisions**

1. **General Liability and Automobile Liability Coverages Only:**

   a) The DISTRICT, members of its boards and commissions, officers, and employees are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the CONSULTANT; premises owned, leased, or used by the CONSULTANT; and premises on which CONSULTANT is performing services on behalf of the DISTRICT. The coverage shall contain no special limitations on the scope of protection afforded to the DISTRICT, members of its boards and commissions, officers, and employees.

   b) The CONSULTANT’S insurance coverage shall be primary insurance as respects the DISTRICT, members of its boards and commissions, officers, and employees. Any insurance or self-insurance maintained by the DISTRICT, its officials, and employees, shall be in excess of Consultant’s insurance and shall not contribute with it.

   c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the DISTRICT, members of its boards and commissions, officers, or employees.

   d) Coverage shall state that CONSULTANT’S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

2. **Workers' Compensation and Employer’s Liability Coverages:**

   The insurer shall agree to waive all rights of subrogation against the DISTRICT, members of its boards and commissions, officers, and employees for losses arising from work performed by CONSULTANT for the DISTRICT.

3. **All Coverages.**

   a) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage limits except after thirty (30) days prior written notice has been given to the DISTRICT.
(b) If CONSULTANT, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. The DISTRICT, at its sole option, may terminate this Agreement in accordance with Provision Number 14, Termination. Alternatively, the DISTRICT may purchase such required insurance and may deduct that cost from sums owed to Consultant provided CONSULTANT does not obtain the insurance itself within five (5) days of receipt of the DISTRICT’S notice of intent.

(c) CONSULTANT agrees to add designated agents of the DISTRICT as additional insured under the above policies as mutually agreed.

D. Acceptability of Insurers.
Insurance is to be placed with insurers rated A: 6 or better by A.M. Best's rating-service.

E. Verification of Coverage.
CONSULTANT shall furnish the DISTRICT with written evidence acceptable to the DISTRICT of insurance and minimum coverage amounts required by this Agreement.

F. Subconsultants.
Prior to authorizing work by a Subconsultant to proceed, CONSULTANT shall provide to the DISTRICT evidence acceptable to the DISTRICT of insurance demonstrating satisfactory compliance by each Subconsultant with the insurance requirements stated herein.

10. Indemnity
To the fullest extent permitted by law, the CONSULTANT shall indemnify, defend and hold harmless the District and its employees, officers, Board of Trustee, Trustees, agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (i) injury or death of persons; (ii) damage to property or: (iii) other costs or charges, directly or indirectly arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct of CONSULTANT, its Design Consultants or the employees, agents and representatives of CONSULTANT or any of its Design Consultants in the performance of obligations or services or in providing work product under this Agreement. The foregoing shall include without limitation, attorneys fees and costs incurred by the District. The provisions hereof shall apply during the period of CONSULTANT’S performance under this Agreement and shall survive the termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statue of Limitations.
11. **Remedies.**
The rights and remedies set forth herein shall be in addition to any other remedies provided by law, and waiver by DISTRICT of any provision hereunder or a breach thereof by DISTRICT shall not be deemed a waiver of future compliance thereof and such provision shall continue in full force and effect.

12. **Severability.**
In the event that any term or provision of this Agreement is held to be illegal, invalid, or unenforceable under the laws, regulations or ordinances of any federal, state, or other government to which this Agreement is subject, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby and continue in full force.

13. **Notices.**
All notices required or permitted under this Agreement shall be considered as duly given to any party for all purposes hereof only if given in writing and hand delivered; or sent by registered or certified mail, postage prepaid and return receipt requested; or sent by electronic email; with confirming receipt; telex, or telegram, and also confirmed by registered mail, postage prepaid and return receipt requested, addressed as set forth below, or to such other address as may be designated by notice given as provided above. All notices shall be effective upon first receipt, unless otherwise specified herein.

**DISTRICT:** Chabot-Las Positas Community College District  
7600 Dublin Blvd., 3rd Floor  
Dublin, CA 94568  
Attention: Enter Name and Title of District Staff

**CONSULTANT:** Name of Firm  
Address  
Attention:  
Phone #:  
Fax #:

14. **Modification.**
This Agreement may only be modified by a written amendment hereto, duly executed by both parties.

15. **Successors and Assignment.**
CONSULTANT binds itself, its successors, assigns, and legal representatives to DISTRICT with respect to all of the covenants of this Agreement and further agrees
that it shall not sell, assign, transfer, mortgage, pledge or in any manner encumber its interests in this Agreement or in any proceeds from this Agreement without the prior written consent of DISTRICT. In the event that CONSULTANT violates the foregoing prohibition, or in the event that CONSULTANT without the prior written consent of DISTRICT, which consent shall not be unreasonably withheld, sells, assigns, transfers, mortgages, pledges or in any manner encumbers, except as security for credit agreements, all or substantially all of its corporate assets, or directly or indirectly undergoes a change in control of its ownership, DISTRICT shall be entitled, at its sole option:

A. To require the CONSULTANT’S successor to continue to perform under this Agreement and to continue to satisfactorily fulfill CONSULTANT’S obligations under this Agreement; or

B. To terminate this Agreement. In such case CONSULTANT shall be responsible for any and all liabilities arising from such termination. In the event that DISTRICT replaces CONSULTANT with another consultant after such termination, CONSULTANT shall be responsible for any and all costs, expenses and liabilities arising from such substitution. In any event, CONSULTANT shall remain liable for any and all work product or services provided by it prior to the termination.

This Agreement and the terms hereof are binding upon and inure to the benefit of the successors and assigns of both the District and the CONSULTANT.


A. Continuation of Consultant Services. Except in the event of the District’s failure to make undisputed payment of the Contract Price due the Consultant, notwithstanding any disputes between District and Consultant hereunder, Consultant and District shall each continue to perform their respective obligations hereunder; including the obligation of the Consultant to continue to provide and perform services hereunder pending a subsequent resolution of such disputes.

B. Mandatory Mediation. All claims, disputes and other matters in controversy between the Consultant and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation conducted under the auspices of the American Arbitration Association (“AAA”) and the Construction Mediation Rules of the AAA in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Consultant commencing arbitration proceedings.

C. Binding Arbitration. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof which are not resolved through the mandatory mediation procedures
set forth above shall be resolved by binding arbitration conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in effect at the time of the filing of a Demand for Arbitration, provided that the Parties may by mutual agreement modify such Rules or adopt other rules governing the conduct of arbitration proceedings.

D. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statues of limitations.

E. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joiner or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to the Agreement signed by the District, CONSULTANT and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

F. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

17. **Extent of Agreement.**
The Agreement and Exhibit A “Statement of Services,” Exhibit B “Compensation and Payment,” and Exhibit C, “General Provisions for Professional Services Agreement,” contain all of the promises, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written, and may only be modified as hereinbefore provided.

18. **Governing Laws.**
Unless otherwise specified herein, this Agreement shall be governed by the law of the State of California.
19. **Professional Registration.**
If the CONSULTANT’s Services under this Agreement involve the production of documents or drawings that require signing or sealing by a registered professional, CONSULTANT warrants that it has such qualified person assigned to this Project who is registered in the State(s) of California.

20. **Time.**
Time is of the essence in the performance and completion of the CONSULTANT’S obligations under the Agreement.
DRUG-FREE WORKPLACE CERTIFICATION

I, ________________________________________, am the __________________________ of _____________________________
(Print Name)     (Title)   (Contractor Name)

I declare, state and certify to all of the following:


2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:

   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;

   B. Establishing a drug-free awareness program to inform employees about all of the following:

      (i) The dangers of drug abuse in the workplace;

      (ii) Contractor's policy of maintaining a drug-free workplace;

      (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and

      (iv) The penalties that may be imposed upon employees for drug abuse violations;

   C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

3. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

4. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.

5. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at ________________________________ this ___ day of _________________________, 2017
(City and State)

________________________________________
(Signature)

________________________________________
(Handwritten or Typed Name)
 CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, ____________________________, the ____________________________, of

______________________________, declare, state and certify that:

1. I am aware that California Labor Code '3700(a) and (b) provides:

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

2. I am aware that the provisions of California Labor Code '3700 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 this Contract.

______________________________

(Contractor Name)

By: ____________________________

(Signature)

______________________________

(Typed or printed name)
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