

ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT  
REQUEST FOR PROPOSALS (“RFP”)  
FACILITIES MASTER PLANNING SERVICES  
RFP # 21-100

ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT (“District”) requests that firms (hereinafter “Consultants” or “Respondents”) experienced, qualified and capable of providing facilities planning, consulting and/or architectural services to prepare the District’s 2022-2032 Facilities Master Plan (“FMP”) submit written responses to this RFP.

**1. Request for Proposals**

**1.1. General.**

- 1.1.1. Purpose of RFP. This RFP is a part of the process for the District’s selection and retention of a Consultant to partner with the District to prepare updates and revisions to the District’s FMP. Timely submitted RFP Responses will be reviewed by a selection panel appointed by the District (“the Evaluation Panel”) to ascertain the Respondents’ respective qualifications, based on the criteria established in this RFP. Following the Evaluation Panel’s determination of which Respondents meet or exceed the qualifications standards set forth in this RFP, Respondents selected in the sole discretion of the Evaluation Panel will be requested to participate in an interview with the Evaluation Panel as part of the process for selection of a successful Respondent.
- 1.1.2. Obtaining RFP. The RFP document will be available through Cyber Copy for a non-refundable fee: <https://www.cybercopyplanroom.com/jobs/public>. The District will only consider RFP Responses submitted by Respondents who have obtained the RFP directly from Cyber Copy. The District will reject for non-responsiveness any RFP Response submitted by a Respondent who did not obtain the RFP directly through Cyber Copy.
- 1.1.3. District RFP Contact Information. Questions or other communications relating to this RFP shall be directed to the District at:

Allan Hancock Joint Community College District  
Attn: Kara Pizano  
Email: [kara.pizano@hancockcollege.edu](mailto:kara.pizano@hancockcollege.edu)

- 1.2. District Modifications to RFP. The District expressly reserves the right to modify any portion of this RFP prior to the latest date/time for submission of RFP Responses, including without limitation, the cancellation of this RFP. Modifications, if any, made by the District to the RFP will be in writing; potential Respondents who have obtained this RFP from the District prior to any such modifications will be issued modifications to the RFP by written addenda.
- 1.3. No Oral Clarifications/Modifications. The District will not provide any oral clarifications or modifications to the RFP or the requirements hereof; no employee, officer, agent or representative of the District is authorized to provide oral clarifications or modifications to the RFP. No Respondent shall rely on any oral clarification or modification to the RFP.
- 1.4. Public Records. Except for materials deemed Trade Secrets (as defined in California Civil Code §3426.1) and materials specifically marked “Confidential” or “Proprietary” all materials submitted in response to this RFP are deemed property of the District and public records upon submission to the District. The foregoing notwithstanding, the District may reject for non-responsiveness the RFP Response of a Respondent who indiscriminately notes that its RFP Response or portions thereof are “Trade Secret” “Confidential” or “Proprietary” and exempt from disclosure as a public record. The District is not liable or responsible for the disclosure of RFP Responses, or portions thereof, deemed to be public records, including those exempt from disclosure if disclosure is required by operation of law, or by an order of a court of competent jurisdiction, or which occurs

through inadvertence, mistake or negligence on the part of the District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of an RFP Response deemed exempt from disclosure hereunder, by submitting a response to this RFP, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense of the District in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

- 1.5. Errors/Discrepancies/Clarifications to RFP. If a Respondent encounters errors or discrepancies in this RFP or portions hereof, the Respondent shall immediately notify the District of such error or discrepancy. Any Respondent seeking clarification of any portion of this RFP shall submit the requested clarification in writing to the District. Responses of the District to any requested clarification will be in writing; if in the sole judgment of the District, any clarification response affects the RFP or other Respondents, the District will issue the clarification response by a written addendum distributed to all potential Respondents who have theretofore obtained this RFP through Cyber Copy. All requests for clarification of this RFP must be submitted in writing via email and actually received by the District no later than 2:00 PM PST on Tuesday, February 16, 2021. The District will not respond to clarification requests submitted thereafter. All communications to the District shall be as set forth in Paragraph 1.1.3 above.
- 1.6. RFP Response Costs. All costs and expenses incurred by a Respondent to prepare and submit a response to this RFP shall be borne solely and exclusively by the Respondent.
- 1.7. RFP Documents. In addition to this RFP, the following attachments to this RFP form a part of the RFP:
 

Attachment A	Agreement for Facilities Master Planning Services
Attachment B	Qualifications Statement
Attachment C	Pricing Proposal
- 1.8. RFP Activities; Timeline. The District anticipates that the following activities relating to the RFP will be completed at the times noted below. The foregoing notwithstanding, the District reserves the right to modify RFP activities and/or the time for completion of a RFP activity.

RFP Activity	Date
1 <sup>st</sup> Advertisement	Thursday, January 21, 2021
2 <sup>nd</sup> Advertisement	Thursday, January 28, 2021.
Latest date/time for submittal of questions, clarification requests	2:00 PM, PDT, Tuesday, February 16, 2021
Latest date/time for submittal of RFP Responses	2:00 PM, PDT, Monday, March 1, 2021
Interviews	Week of March 8, 2021
Board action to award FMP Contract	April 20, 2021

## 2. The District and District Facilities

- 2.1. Allan Hancock Joint Community College District. Allan Hancock College was founded in 1920 when the Santa Maria High School District established Santa Maria Junior College. Classes were held in high school classrooms until 1937 when a bond issue passed, and a college wing was built

on the northwest corner of the high school campus. In 1954, because of expanding enrollment, the College moved from the high school to Hancock Field, which for a number of years had housed the Hancock College of Aeronautics and, later, the University of Southern California's School of Aeronautics. Shortly thereafter, the community voted to establish a separate junior college district. At this time the name of the college was changed to Allan Hancock College to honor Captain G. Allan Hancock, a prominent community member who owned the land and facilities of the airfield. On July 1, 1963, the Allan Hancock Joint Community College District was formed by expanding the District to include areas served by the Santa Ynez Valley High School District and the Lompoc Unified School District. This action enlarged geographic area of the District to 3,000 square miles. In 1957 the District's Vandenberg Air Force Base Center opened. The District has also operated a Center at various locations in Lompoc since 1974. In addition, courses have been offered in numerous sites throughout the District, including the Santa Ynez Valley, since 1971. In 1992 the District secured 156 acres for a new center in Lompoc. Initial construction began in 1997 and the Lompoc Valley Center opened in spring 1999. In 2000, the District leased space in Solvang to establish a permanent presence for classroom instruction to be offered in the Santa Ynez Valley.

The previous Facilities Master Plans identified the need to replace various aged buildings (on the Santa Maria Campus and reduce the dependency on leased facilities. Since the development of the 2001-2006 Education and Facilities Master Plan ("EFMP"), the District has completed four major capital construction projects. In fall 2002, the remodeled and expanded Student Center Building G opened its doors; in spring 2006, the Library/Academic Resource Center Building L addition opened; and two new buildings opened for instruction in summer 2007: the Science Building M and the Community Education Building S (Skills Center). In June 2006, voters passed Measure I, a general obligation bond providing the District with \$180 Million to fund capital projects including facilities and equipment. In fall 2007, the District developed a Facilities Master Plan for the Bond Measure I projects on the District's main Santa Maria campus. The Facilities Site and Utilities Master Plan ("FSUMP") includes the siting of new buildings and incorporates a utility infrastructure plan to coordinate project phasing. An updated FMP was completed in 2014 and is available for review at: <https://www.hancockcollege.edu/planning/index.php>. The District's Educational Master Plan (EMP) Update is available for review at: <https://www.hancockcollege.edu/planning/index.php>. The EMP should serve as the driving force behind the update of the FMP.

### **3. Consultant Services; FMP Agreement**

- 3.1. Consultant Services. The Respondent selected through this RFP will be responsible for development of processes and procedures to review the District's existing FMP, evaluation of facilities conditions and conformity of facilities to educational and institutional objectives of the District, consideration of alternatives to development, management and utilization of existing or additional facilities to align with and support District educational and institutional objectives and preparation of an updated/revised FMP. The foregoing is a summary description of the Consultant Services to be completed by the successful Respondent; the scope of Consultant Services and other obligations of the successful Respondent are set forth in the Facilities Master Planning Services Agreement ("FMP Agreement").
- 3.2. FMP Agreement. Attachment A to this RFP is a form of the FMP Agreement which the District anticipates executing with the Respondent selected to provide FMP services through this RFP. The scope of Consultant Services and other terms and conditions are set forth in the FMP Agreement.
- 3.3. Respondents' Review of FMP Agreement. Each Respondent shall thoroughly review the FMP Agreement and each Respondent's RFP Response must indicate acceptance of all terms and conditions of the FMP Agreement or identify requested modifications to portions of the FMP Agreement. If a Respondent requests modification to any portion of the FMP Agreement, the Respondent must set forth, in its RFP Response, the specific modification requested. No

modification to the FMP Agreement requested by a Respondent is binding on or enforceable against the District unless the District accepts the requested modification, and such modification is incorporated into the FMP Agreement as awarded by the District's Board of Trustees.

#### 4. RFP Response

##### 4.1. Submission of RFP Response.

4.1.1. Latest Date/Time for Submission of RFP Response. The latest date/time for submission of RFP Responses is no later than **2:00 PM PST on Monday, March 1, 2021.**

4.1.2. Location for Submission of RFP Response. RFP Responses shall be submitted to the Business Services office at:

Allan Hancock Joint Community College District  
Business Services Office, Building B-204  
800 South College Drive  
Santa Maria, California 93454-6399  
Attn: Kara Pizano, Purchasing Supervisor

RFP Responses which are not actually received at the above-stated location at or prior to the latest date/time for submission of RFP Responses will be rejected by the District for non-responsiveness. Respondents are solely responsible for the timely submission of RFP Responses. Respondents are advised that the District utilizes a central mailroom for the receipt of items transmitted by United States Mail and private courier services, including FedEx, California Overnight, DHL, etc. Items received in the District's central mailroom will be distributed to the addressee(s) only as part of the mailroom's regular routine delivery service. A response to this RFP which is received in the District's central mailroom is not receipt by the above-stated District Office until delivery of such item is effectuated to the above-state District Office by the District's mailroom services. Accordingly, Respondents are encouraged to personally deliver RFP Responses directly to the above-stated District Office or to retain a private courier service to personally deliver RFP Responses to the above-stated District Office.

##### 4.2. RFP Response Contents/Format.

4.2.1. RFP Response. All materials submitted in response to this RFP shall be on 8 ½" x 11" paper, in portrait orientation. All submitted materials must be bound in either a three-ring binder or spiral bound notebook. Tabbed dividers should be used to identify and separate discrete sections of the RFP Response which correspond format and contents described in Paragraph 4.3 below.

4.2.2. Additional Materials. Respondents are not prohibited, but are discouraged, from submitting materials in addition to those specifically responding to the matters noted in Paragraph 4.3 below. If a Respondent elects to submit materials with its RFP Response which are in addition to the matters described in Paragraph 4.3 below, the Respondent shall separately bind all such additional materials from the RFP Response addressing the matters set forth in Paragraph 4.3 below.

4.2.3. Copies of RFP Response. Each Respondent shall submit an original and twelve (12) copies of its RFP Response.

4.3. RFP Response Format and Organization. Each RFP Response must conform to the following described organizational format and must include the contents described below. Failure of a Respondent to submit its RFP Response in a format and with contents conforming to the following requirements will be a basis for the District's rejection of such RFP Response for non-

responsiveness.

- 4.3.1. Cover Sheet. Identify the submittal as the RFP Response to this RFP and an identification of the firm submitting the RFP Response along with the firm’s address, telephone/fax numbers and email addresses of the firm’s principal contacts in connection with this RFP or the RFP Response.
- 4.3.2. Letter of Interest. Include a brief letter expressing the interest of the Respondent in providing FMP Services and a brief statement of the qualifications of the Respondent to provide the FMP services. Provide contact information, including the telephone number, fax number and email address for the personnel of the Respondent who will be receiving notices and other communications from the District regarding the RFP. The letter of interest should be bound with other materials responding to this RFP.
- 4.3.3. Table of Contents. Include a Table of Contents reflecting the Respondent’s responses to each of the items set forth below.
- 4.3.4. Tab 1; Statement of Qualifications. Complete the Qualifications Statement incorporated into this RFP as Attachment B.
- 4.3.5. Tab 2; Relevant FMP Experience. Provide additional details of the FMP assignments identified in Paragraph 5 of Qualifications Statement which reflect the skills, experience and other qualifications of the Respondent to successfully complete the FMP Services contemplated by this RFP.
- 4.3.6. Tab 3; Insurance Certificates. Provide copies of Certificates of Insurance for the Respondent; required Certificates of Insurance and minimum coverage amounts for each policy of insurance are as set forth below.

Policy of Insurance	Minimum Coverage Amount
Workers Compensation	In accordance with law
Employers Liability	One Million Dollars (\$1,000,000)
Commercial General Liability	One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate
Combined Single Limit Automobile Liability	One Million Dollars (\$1,000,000)
Professional Liability	One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate

- 4.3.7. Tab 4; Personnel Resumes.
  - 4.3.7.1. Tab 4A; Respondent Employee Resumes. Provide a current resume for each employee proposed by the Respondent to complete any portion of the FMP Services, as identified in Paragraph 4.1 of the Qualifications Statement. The foregoing excludes personnel whose assigned tasks are limited to administrative or clerical support.
  - 4.3.7.2. Tab 4B; Sub-Consultant Employees Resumes. Provide a current resume for each

employee of each Sub-Consultant proposed by the Respondent to complete any portion of the FMP Services, as identified in Paragraph 4.2 of the Qualifications Statement. The foregoing excludes personnel whose assigned tasks are limited to administrative or clerical support.

- 4.3.8. Tab 5; Completion of FMP Services. Provide a narrative describing the Respondent's anticipated approach and methodology the Respondent to complete update/revision of the FMP and other obligations under the FMP Agreement. Specifically discuss and address the process anticipated by the Respondent for the following:

Engagement, participation and consensus of: (i) District shared governance stakeholders; (ii) District Board of Trustees; (iii) community stakeholders.

Collaboration and cooperation with: (i) District management personnel; and (ii) other consultants retained by the District in connection with update/revision of the FMP.

Establishment of facilities priorities and evaluations of alternative facilities development considerations.

- 4.3.9. Tab 6; FMP Agreement Comments. Included with this RFP, as Attachment A, is the FMP Agreement. Respondents must indicate in Tab 6 acceptance of all terms and conditions of the FMP Agreement, without conditions, qualifications or reservations or identify any term or condition of the FMP Agreement which the Respondent requests modification, by amendment to existing provisions, addition of additional provisions or deletion of existing provisions. Where any requested modification consists of amendments to existing provisions or additional provisions, the RFP Response must set forth the complete text of the requested amendment or addition. Any Respondent whose RFP Response does not identify modifications to terms or conditions of the attached FMP Agreement will be deemed to have agreed to and accepted all terms and conditions set forth therein, if the Respondent is awarded the FMP Agreement.

- 4.3.10. Tab 7; Price Proposal. Provide a fee proposal for completion of the services and other obligations set forth in the FMP Agreement on the form of Price Proposal included with this RFP as Attachment C.

- 4.3.11. Tab 8; Acknowledgment of Addenda. If the District issued Addenda to the RFP, Tab 8 must include the following statement:

The Respondent submitting this RFP Response acknowledges receipt of Addenda Nos. \_\_\_\_\_. The Respondent confirms that requirements noted in the foregoing Addenda are incorporated into the RFP Response.

If the District did not issue Addenda to the RFP, Tab 8 must include the following statement: "No Addenda issued."

#### 4.4. Selection Criteria.

- 4.4.1. General. Each timely submitted RFP Response will be independently reviewed by each member of the Evaluation Panel. A RFP Response which does not comply with the requirements of this RFP will be subject to rejection for non-responsiveness.

- 4.4.2. District Policy. It is the policy of the District that the selection of firms to provide professional services for the District be based on the demonstrated competence and qualifications to complete the required professional services at a fair and reasonable price to the District. Accordingly, award of the FMP Agreement is not based solely on proposed pricing for

completion of FMP Services.

- 4.4.3. Evaluation Criteria. The following set forth the criteria by which each RFP Response will be evaluated. The District and the Evaluation Panel reserve the right to exercise discretion in the weight and priority of the evaluation criteria.
- 4.4.3.1. Relevant Experience and Ability. The Respondent and its proposed personnel will be evaluated based on experience in successfully completing FMP services for other California community college districts.
- 4.4.3.2. Responsiveness to RFP Requirements. The District will evaluate the Respondent's responsiveness to the requirements of this RFP as outlined in the RFP.
- 4.4.3.3. Client Responsiveness. The District will evaluate the prior experience and success of the Respondent and its proposed personnel to establish effective working relationships within the setting of a higher education institution, including the relationships with management, administrative, technical and end-user staff of prior clients and relationships with other consultants.
- 4.4.3.4. Availability. The District will evaluate the availability of the Respondent and its proposed personnel to be dedicated to completion of FMP Services within the District's anticipated schedule.
- 4.4.3.5. Proposed Pricing. The District will evaluate the pricing proposed for completion of the FMP Services.
- 4.5. Interviews. At the sole discretion of the Evaluation Panel, one or more of the Respondents deemed qualified for the Project by the Evaluation Panel may be invited to participate in an interview with the Evaluation Panel. Interviews, if conducted by the Evaluation Panel, will generally consist of no more than a ten (10) minute presentation followed by questions posed by the Evaluation Panel. If requested by the Evaluation Panel, any Respondent invited to participate in the interview process shall have present at the interview employees of the Respondent and any Sub-Consultant who: (i) have management or supervisory responsibility for completion of FMP Services; and (ii) are proposed to complete a portion of the FMP Services.
- 4.6. Evaluation Panel Recommendation. Based upon evaluation of RFP Responses in accordance with the selection criteria described above, the Evaluation Panel may identify not more than three (3) Respondents (without ranking Respondents) to the District's President/Superintendent. Based upon Respondents identified by the Evaluation Panel, the District's President/Superintendent will make a recommendation to the District's Board of Trustees for award of the FMP Contract. The foregoing notwithstanding authority to award the FMP Agreement is vested solely in the District's Board of Trustees.
- 4.7. Rejection of RFP Responses; Waiver of Irregularities. The District reserves the right to reject all RFP Responses or to waive any immaterial irregularities or informalities in any RFP Response. A RFP Response which does not conform to requirements set forth herein is subject to rejection by the District for non-responsiveness.
- 4.8. Award of Contract. The FMP Agreement, if awarded, will be by action of the District's Board of Trustees.

**[END OF SECTION]**

**AGREEMENT FOR FACILITIES MASTER PLANNING SERVICES**

This Agreement for Facilities Master Planning Services (“Agreement”) is entered into Click here to enter a date. by and between Allan Hancock Joint Community College District (“District”) and \_\_\_\_\_ (“Consultant”). This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

**RECITALS**

WHEREAS, applicable law, including without limitation, Education Code §81800 et seq. requires the District to evaluate facilities and develop plans for development of District facilities in the ensuing ten (10) years; such plans are commonly referred to as “Facilities Master Plan” (“FMP”).

WHEREAS, the District desires to update and revise the District’s existing FMP.

WHEREAS, the District desires to integrate the District’s updated Sustainability Plan, updated EMP and other educational/institutional planning guidelines with updates/revisions to the District’s existing FMP.

WHEREAS, Consultant is skilled and experience in development of processes and procedures to complete evaluations of FMPs, effect of Sustainability Plan and EMPs on FMPs and the development of updated/revised FMPs reflecting existing facilities, alterations to existing facilities and development of new facilities to accommodate and support planned educational and institutional objectives.

WHEREAS, Consultant, and all personnel employed by the Consultant to complete Consultant Services are duly qualified and capable of providing and performing the Consultant Services set forth herein; including without limitation certifications, licensing and other qualifications necessary or required to complete the Consultant Services assigned such personnel.

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

**AGREEMENT**

**ARTICLE 1. CONSULTANT SERVICES; GENERAL**

- 1.1 General. The Consultant Services set forth in this Agreement shall be completed by personnel employed by the Consultant who are skilled, experienced and qualified to perform and complete the Consultant Services assigned to them.
  
- 1.2 Consultant Standard of Care. The Consultant Services and authorized Additional Consultant Services; if any, shall be performed and provided by Consultant and its personnel: (i) using the Consultant’s best skill and attention; (ii) with due care and in accordance with applicable standards of professional care; (iii) in accordance with applicable laws, rules and regulations; and (iv) in accordance with the terms of this Agreement. The Consultant acknowledges that the Consultant Services are to be provided and performed in conjunction with other services provided by other parties which relate to, or affect the FMP, including review, evaluation and revisions of the District’s Sustainability Plan, EMP and other District educational/strategic plans. Accordingly, Consultant acknowledges and agrees that the Consultant Services will be provided and completed in a collaborative and cooperative manner with such other parties so: (i) there is no delay, hindrance or interruption to the orderly and timely progression and completion of planning services; and (ii) the FMP prepared by the Consultant under this Agreement incorporate findings, conclusions or recommendations of others which affect, or relate to the FMP. The Consultant is liable to the District for the consequences of its failure to provide, perform and/or complete the Consultant Services or authorized Additional Consultant

Services in accordance with the terms of this Agreement.

- 1.3 Consultant as Independent Contractor; Limited Consultant Agency. In providing services under this Agreement, the Consultant is an independent contractor to the District. The express terms of this Agreement set forth the limited extent to which the Consultant is authorized to act as an agent or representative of the District. The Consultant shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Consultant to act on behalf of the District.

## **ARTICLE 2 CONSULTANT SERVICES; FMP**

- 2.1 Consultant Services. The Consultant Services include without limitation, evaluation of the District's existing FMP, consultation with the District's facilities, administrative and management personnel and the District's Shared Governance committees, consultation and coordination of Consultant Services with others retained by the District in connection with reviews or updates of the District's Sustainability Plan, EMP or other District educational/institutional plans and development of an updated/revised FMP. The Consultant Services will be completed by the Consultant in a series of sequential Phases as set forth herein.
- 2.2 FMP Activities. The Consultant shall complete the following in connection with FMP Activities described in each of the Phases of the Consultant Services.
- 2.2.1 Communications. The Consultant and its personnel assigned to the Consultant Services shall be readily available to discuss by telephone, video conference or other appropriate means of communications relating to the Consultant Services, the FMP or other matters relating to or affecting the FMP. The Consultant and its personnel shall maintain written notes of such communications; all such written notes shall be subject to review, inspection and/or reproduction by the District upon request.
- 2.2.2 Meetings. The Consultant and its personnel assigned to the Consultant Services shall be reasonably available as requested by the District to participate in in-person and/or video conference meetings with District administrative/management staff or others engaged by the District in matters relating to or affecting the FMP or the Consultant Services hereunder. The Consultant and its personnel shall maintain written notes of such meetings; all such written notes shall be subject to review, inspection and/or reproduction by the District upon request.
- 2.2.3 Workshops. The Consultant shall be responsible for leading discussions in Workshops identified in the various Phases of the Consultant Services. District attendees at the Workshops are anticipated to be primarily District administrative and facilities staff, along with others engaged by the District to update/revise the Sustainability Plan and the EMP. Prior to each such Workshop, the Consultant shall prepare a proposed agenda and proposed objective outcomes for each Workshop for review and acceptance by the District. During Workshops, the Consultant shall maintain notes of discussions and decisions made. Within five (5) working days of the completion of a Workshop, the Consultant shall transcribe Workshop notes and issue to the District minutes reflecting the discussions and decisions at each Workshop.
- 2.2.4 Campus Forums. The Consultant shall be responsible for developing agendas and leading discussions at Campus Forums. Campus Forums are open meetings which can be attended by all District employees and students. The Campus Forums will be organized so that there is a presentation by the Consultant, followed by open questions from the audience.
- 2.2.5 Board Presentations. For each Board Presentation included in the Phases of Consultant Services, the Consultant shall prepare a proposed agenda and audio-visual materials for review and acceptance by the District. In conjunction with District employees, the Consultant may be asked to make oral presentations to the District's Board of Trustees relating to the FMP.
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2.3 Phase I; Data Compilation and Establishment of Procedures.

2.3.1 Scope. In Phase I of the Consultant Services, the Consultant shall: (i) meet and confer with the District's management staff and others engaged by the District in matters relating to or affecting the FMP in order to obtain a complete understanding of the District's intent and objectives for the updated/revised FMP and the collaboration between the Consultant, District and others engaged by the District; (ii) compile and review existing materials and other data relating to the District's existing FMP; (iii) consult and coordinate with others engaged by the District in review and update of the District's Sustainability Plan, EMP and other District institutional plans; (iv) develop processes and procedures for update/revision of the FMP; and (v) develop a schedule identifying activities to complete the update/revision of the FMP and the time for completing such activities.

2.3.2 Phase I Workshop. As requested by the District, the Consultant shall conduct a Workshop describing activities necessary to complete review and update of the FMP, processes and procedures to update/revise the FMP, schedule for completing the updated/revised FMP and integration of the updated/revised FMP with the updated/revised Sustainability Plan and updated/revised EMP.

2.3.3 Phase I Deliverables. The Consultant shall complete and submit the following Deliverables to the District at the conclusion of Phase I:

2.3.3.1 Review Materials. An itemization of the existing materials and other data reviewed along with a confirmation that reviews of such materials and other data have been completed.

2.3.3.2 Processes and Procedures. A written statement setting forth processes and procedures to be implemented to develop the updated/revised FMP.

2.3.3.3 FMP Schedule. A written and graphic description of the activities necessary for development of the updated/revised FMP with progression of the activities in a logical and reasonable manner consistent with the District's time objectives for completion of the updated/revised FMP.

2.4 Phase II; Data Analysis.

2.4.1 Scope. The Consultant shall complete the following in Phase II of Consultant Services: (i) tour the District's Santa Maria Campus and Education Centers, including non-invasive inspections of facilities situated thereon; (ii) verify and confirm accuracy and completeness of materials and data obtained/reviewed in Phase I of Consultant Services; (iii) assess and confirm facilities conditions; (iv) assess and confirm suitability of facilities for District education and institutional objectives; (v) assess and confirm conditions and capacity of support facilities and building systems, including parking convenience/capacity, pedestrian/vehicular paths of travel, disability access, infrastructure services (electrical, water, telecommunications/data); and (vi) incorporation of sustainable components within facilities.

2.4.2 Phase II Workshop. As requested by the District, the Consultant shall conduct a Workshop describing activities completed in Phase II of the Consultant Services, summaries of facilities assessments (including discussions of physical conditions, suitability for education objectives, accessibility constraints and opportunities for enhancement of sustainability objectives).

2.4.3 Phase II Board Presentation. As requested by the District, the Consultant shall develop materials for, and participate in, a presentation to the District's Board of Trustees which includes summaries of: (i) processes and procedures to complete the updated/revised FMP; (ii) the FMP Schedule; (iii) findings/conclusions of facilities conditions, capacity and suitability; and (iv) identification and discussion of key issues to be considered in subsequent Phases of Consultant Services.

2.4.4 Phase II Deliverables. The Consultant shall complete and submit the following Deliverables to the District at the conclusion of Phase II:

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- 2.4.4.1 Data Verification. Written summaries of the extent to which the Consultant has confirmed the accuracy and completeness of materials and other data reviewed in Phase I of Consultant Services. Where the materials or other data are not accurate or complete, recommendations of the Consultant for additional activities to address the identified areas of incomplete or inaccurate data.
- 2.4.4.2 Facilities Conditions and Suitability. Written summaries of the physical conditions of existing District facilities and suitability for meeting District educational and institutional objectives.
- 2.4.4.3 Infrastructure and Building Systems Conditions and Suitability. Written summaries of the physical conditions of existing infrastructure utility services and building systems serving existing facilities and the suitability thereof.
- 2.4.4.4 Support Facilities and Access. Written summaries of suitability and capacity of parking facilities, pedestrian and vehicular paths of travel and disabled access.
- 2.4.4.5 Sustainability. Written summaries of existing sustainable building components and conformity of existing facilities with District sustainability policies.

## 2.5 Phase III; Assessment of Needs and Requirements.

- 2.5.1 Scope. The Consultant shall complete the following in Phase III of Consultant Services:
  - (i) tabulate inventory of existing facilities with room summaries for each building and identifying quantitative data relating to each room and building;
  - (ii) establish capacity to load ratios for defined space categories of lecture, laboratory, office, library and audio-visual/media;
  - (iii) review EMP revision drafts and current/projected weekly student contact hours (“WSCH”) data;
  - (iv) assess and suitability of facilities for District education and institutional objectives;
  - (v) evaluate and identify alternatives for development or modifications to facilities necessary to meet District education/strategic objectives and enrollment projections; and
  - (vi) evaluate and identify alternatives for development or modifications to facilities infrastructure, utility services or building systems.
- 2.5.2 Phase III Workshop. As requested by the District, the Consultant shall conduct a Workshop describing activities completed in Phase III of the Consultant Services. The subject matters shall include without limitation, summaries of facilities inventories, relationships between facilities and District educational/strategic objectives and enrollment projections, alternatives for development/modifications to facilities and/or infrastructure, utility services or building systems and preliminary assessments of priorities.
- 2.5.3 Phase III Deliverables. The Consultant shall complete and submit the following Deliverables to the District at the conclusion of Phase III:
  - 2.5.3.1 Space Inventory. Tabulations of existing District facilities and usages of facilities space.
  - 2.5.3.2 Capacity to Load Ratios. Tabulation of capacity to load ratios for defined space categories of lecture, laboratory, office, library and audio-visual/media.
  - 2.5.3.3 Facilities Sufficiency. Written summaries of sufficiency of existing facilities and space usage to meet District educational/strategic objectives and projected enrollment.
  - 2.5.3.4 Facilities Development Alternatives. Written summaries of alternatives to development of facilities to meet District educational/strategic objectives and projected enrollment.
  - 2.5.3.5 Sustainability Alternatives. Written summaries of alternatives for meeting District sustainability policies. Summaries of sustainability components must be by building and campus/education center.
  - 2.5.3.6 Access Compliance. Written summaries of physical barriers to buildings and grounds access in accordance with the American’s with Disabilities Act (ADA).
  - 2.5.3.7 Staff and student parking adequacy. Tabulation of existing staff and student parking spaces

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## 2.6 Phase IV; Development of Alternatives.

- 2.6.1 Scope. The Consultant shall complete the following in Phase IV of Consultant Services: (i) analyze and prepare alternatives for space utilization, access, land use, pedestrian/vehicular circulation to support District educational/strategic objectives and enrollment projections, and (ii) analyze and prepare alternatives for infrastructure, utility services, traffic circulation, including mass transportation, and parking, and building systems supporting facilities and alternatives to development of facilities. When the preferred facilities alternative has been determined by the District, the Consultant shall refine and further define the District selected preferred development alternative.
- 2.6.2 Phase IV First Workshop. As requested by the District, the Consultant shall conduct a Workshop describing activities completed in Phase III of the Consultant Services and the alternatives identified by the Consultant for development/modifications to facilities and/or infrastructure, utility services or building systems. At the conclusion of the Phase IV First Workshop, the preferred development alternative will be established by the District in conjunction with the Consultant.
- 2.6.3 Campus Forum. As requested by the District, the Consultant shall conduct a Campus Forum describing activities completed in to prepare the updated/revised FMP and the alternatives identified for development/modifications to facilities and/or infrastructure, utility services or building systems, along with the preferred development alternative.
- 2.6.4 Phase IV Second Workshop. As requested by the District, the Consultant shall conduct a Workshop to review the Consultant's further refinement and definition of the District selected preferred development alternative and to establish priorities for implementation of facilities development.
- 2.6.5 Phase IV Board Presentation. As requested by the District, the Consultant shall develop materials for, and participate in, a presentation to the District's Board of Trustees which includes summaries of: (i) space inventory summary and evaluations; (ii) effect of existing facilities on District educational/strategic objectives; (iii) alternatives considered to development of facilities to meet the District's educational/strategic objectives; and (iv) identification the preferred development alternatives.
- 2.6.6 Phase IV Deliverables. The Consultant shall complete and submit the following Deliverables to the District at the conclusion of Phase III:
- 2.6.6.1 Space Inventory. Written summaries and tabulations of space inventory, space utilization.
- 2.6.6.2 Space Inventory Assessments. Written summaries of the sufficiency of existing space inventory to meet District educational/strategic objectives.
- 2.6.6.3 Facilities Development Alternatives. Written summaries of alternatives to development of facilities to meet District educational/strategic objectives and assessments of feasibility of facilities development alternatives. Graphic materials illustrating facilities development alternatives.
- 2.6.6.4 Preferred Development Alternatives. Written summary of the District selected preferred facilities development alternative, along with the basis for selection of the preferred facilities development alternative. Graphic materials illustrating the preferred facilities development alternative.

## 2.7 Phase V; FMP Preparation.

- 2.7.1 Scope. The Consultant shall complete the following in Phase V of Consultant Services based upon the District selected preferred development alternative: (i) refine and further define the preferred development alternative for graphic presentations in the final updated/revised FMP; (ii) identify specific discrete projects to be completed as part of the preferred development alternative and establish priorities to development of identified projects; (iii) establish estimates of costs to complete development of identified projects; (iv) identify projects subject to state funding and identify strategies to maximize state funding for such projects; (v) prepare drafts of the updated/revised FMP; (vi) prepare final draft of updated/revised FMP. In preparing drafts and the final draft of the FMP, the Consultant shall consult with and collaborate with others engaged by the District in

revision of the Sustainability Plan, the EMP or other matters relating to update/revision of the FMP. Work product of the Consultant relating to drafts and the final draft of the updated/revised FMP shall be in such form and format as required by the District.

- 2.7.2 Phase V Campus Forum. If requested by the District, the Consultant shall conduct a Workshop describing activities completed in Phase V and to present a draft of the updated/revised FMP.
- 2.7.3 Phase V Workshop. If requested by the District, the Consultant shall conduct a Workshop to review the draft updated/revised FMP, finalize FMP recommendations and development of final draft of the updated/revised FMP.
- 2.7.4 Phase V College Council. If requested by the District, the Consultant shall present the final draft of the updated/revised FMP to the District's College Council for review, discussion and recommendation to the Board of Trustees for adoption.
- 2.7.5 Phase V Board Presentation. If requested by the District, the Consultant shall develop materials for, and participate in, a presentation of the final draft updated/revised FMP to the District's Board of Trustees for review, discussion and adoption.
- 2.7.6 Phase IV Deliverables. The Consultant shall complete and submit the final draft updated/revised FMP.

2.8 Consultant Tools, Equipment. Except for information and data provided by or through the District, the Consultant and its personnel shall obtain or provide all necessary tools, equipment, references or materials necessary to perform the Consultant Services and other obligations of the Consultant under this Agreement. The Contract Price hereunder shall not be subject to adjustment on account of any tools, equipment, references or other materials obtained or provided by Consultant to perform the Consultant Services and other obligations of the Consultant under this Agreement.

2.9 Additional Consultant Services. Services not included in the Consultant Services are Additional Consultant Services. Without invalidating this Agreement, the District may make changes to the Consultant Services by adding, deleting or modifying the Consultant Services described in herein by written notice to the Consultant. If Additional Consultant Services are authorized by the District which are not the result of the Consultant's fault or neglect, the Consultant will be compensated for authorized Additional Consultant Services in accordance with this Agreement.

### **ARTICLE 3 DISTRICT RESPONSIBILITIES**

3.1 Access to District Property. The District will provide Consultant and its personnel access to District Property for purposes of the Consultant's performance and completion of the Consultant's obligations hereunder. Consultant and its personnel shall comply with all rules, regulations, restrictions and other use-limitations established by the District in connection with access to District Property.

3.2 District Representative. The District Representative is the District's Vice-President, Facilities and Operations. The District Representative shall have the authority to direct the Consultant's performance of Consultant Services and exercise of District rights under this Agreement.

3.3 Data and Information. The District will provide the Consultant with the following data or information:

District Mission Statement, College Goals and Strategic Plan

Education Master Plan and Education Initiatives

Program review facilities information from all academic departments, athletics and student services.

Facilities conditions information

Enrollment statistics, including Full Time Equivalent Students ("FTES") and WSCH forecasts

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- Three (3) year data for energy/water usage and waste management
- Available CAD files of campus site plans
- Available topographic surveys and aerial photographs
- CAD files of site and floor plans for current projects
- Building floor plan diagrams corresponding to Space Inventory
- Identification of existing parking lots and number of parking spaces
- Draft Sustainability Plan

**ARTICLE 4 CONTRACT PRICE**

4.1 Contract Price for Consultant Services. The Contract Price for completion of the Consultant Services under this Agreement is the lump sum fixed price of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

4.1.1 Allocation of Contract Price to Phases of Consultant Services. The Contract Price is allocated to the various Phases of the Consultant Services as set forth below. Notwithstanding any provision of this Agreement to the contrary, the portion of the Contract Price due from the District to the Consultant for completion of each Phase of the Consultant Services shall be limited to the fixed amount set forth below.

Consultant Services Phase	Allocation of Contract Price
Phase I; Data Compilation and Establishment of Procedures	_____ Dollars (\$_____)
Phase II; Data Analysis	_____ Dollars (\$_____)
Phase III; Assessments of Needs and Requirements	_____ Dollars (\$_____)
Phase IV; Development of Alternatives	_____ Dollars (\$_____)
Phase V; FMP Preparation	_____ Dollars (\$_____)

4.1.2 All-Inclusive Contract Price. The Contract Price for the Consultant Services is the full amount due from the District to the Consultant for the Consultant Services, including the Consultant’s fee, personnel expenses (including all benefits and burdens) for Consultant personnel and others providing any part of the Consultant Services, travel of Consultant personnel and others performing Consultant Services to and from their respective offices/homes and the District’s Administrative Offices, travel within the Counties of Santa Barbara, San Luis Obispo, Ventura, Los Angeles and Orange, costs, expense or other charges for completing tests/inspections; materials, equipment and other items necessary to complete Consultant Services, profit and administrative and overhead costs (including without limitation insurance) arising out of or associated with performance of Consultant Services under this Agreement.

4.2 No Reimbursable Expenses. There shall be no adjustment of the Contract Price for any costs, expenses or other charges incurred by Consultant to complete the Consultant Services.

4.3 Additional Consultant Services. If the District authorizes Additional Consultant Services, the District’s payment of such Additional Consultant Services shall be based upon a mutually agreed upon lump sum fixed price. If the District and the Consultant are unable to mutually agree upon a lump sum fixed price for Additional Consultant Services, compensation to the Consultant will be on the basis of the time reasonably incurred by personnel of the Consultant to complete authorized Additional Consultant Services, multiplied by the applicable billing rate

as set forth in Attachment A hereto.

- 4.4 Consultant Billings for Payment of Contract Price. During the course of providing Consultant Services, Consultant shall submit monthly billing invoices to the District for payment of the Contract Price for Consultant Services and any authorized Additional Consultant Services for tests/inspections completed in the immediately prior month. Consultant's billings shall be in such form and format as may be reasonably requested by District. Billings for any Phase of the Consultant Services shall be limited to the portion of the Contract Price allocated for the Phase, as set forth above.
- 4.5 District Payment of Contract Price. Within thirty (30) days of receipt of Consultant's billing invoices, District will make payment to Consultant of undisputed amounts of the Contract Price due for Consultant Services, authorized Additional Consultant Services and authorized Reimbursable Expenses. The District may withhold or deduct portions of the Contract Price otherwise due Consultant hereunder if the Consultant fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after such failure of performance has been fully cured, less costs, damages or losses sustained by the District resulting therefrom.
- 4.6 Consultant's Payments. The Consultant shall promptly pay its employees and others performing or providing Consultant Services or authorized Additional Consultant Services upon receipt of payments of the Contract Price from the District. If required by applicable law, rule or regulation, the Consultant's payments to personnel providing or performing Consultant Services or authorized Additional Consultant Services shall be at least the prevailing wage rate established for the type of service provided.

## **ARTICLE 5 INSURANCE; INDEMNITY**

- 5.1 Consultant Insurance. At all times during performance of Consultant Services and authorized Additional Consultant Services, the Consultant shall maintain policies of insurance in the minimum coverage amounts set forth herein.
- 5.2 Workers' Compensation and Employers Liability Insurance. The Workers' Compensation Insurance shall cover claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. The Employer's Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Consultant. The Employer's Liability Insurance may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy. The minimum coverage amount of the Workers' Compensation Insurance policy shall be in accordance with applicable law. The minimum coverage amount of the Employers Liability Insurance policy shall be One Million Dollars (\$1,000,000). The foregoing notwithstanding, if Consultant is a sole proprietorship form of business entity and there are no employees of the Consultant, the foregoing requirements are inapplicable and waived for such a Consultant.
- 5.3 Commercial General Liability Insurance. The Commercial General Liability and Property Insurance shall cover the types of claims set forth below which may arise out of or result from services under this Agreement and for which Consultant may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of their employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than their employees; (iii) claims for damages insured by usual personal injury liability coverage; (iv) claims for damages, other than to the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (v) claims for damages because of bodily injury, death of a person or property damages arising out of
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ownership, maintenance or use of a motor vehicle; and (vi) contractual liability insurance applicable to obligations under this Agreement. The District shall be an additional named insured to Consultant's commercial general liability insurance policy. The minimum coverage amount of the Commercial General Liability insurance policy shall be One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

- 5.4 Automobile Liability Insurance. The Automobile Liability Insurance policy of Consultant shall cover personal injury, accident damage and personal property damage arising out of owned, leased or rented automobiles. Consultant's Automobile Liability Insurance shall be a combined single limit policy in the minimum coverage amount of One Million Dollars (\$1,000,000).
- 5.5 Professional Liability. Consultant's Professional Liability insurance policy shall cover losses, damages and other liabilities arising out of Consultant Services. The minimum coverage amount of Consultant's Professional Liability Insurance policy shall be One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.
- 5.6 Policy Endorsements; Evidence of Insurance. The Consultant shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.
- 5.7 District General Liability Insurance. The District will maintain General Liability Insurance covering the District for claims of bodily injury or death of persons and property damage. The District may at its sole election obtain such liability insurance from a commercially available source, a Joint Powers Authority or by self-insurance.
- 5.8 Indemnity.
- 5.8.1 Consultant Indemnity of District. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the Indemnified Parties who are the District and District's employees, officers, Board of Trustees (including each individual member of the District's Board of Trustees), agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (i) injury or death of Consultant's employees; (ii) injury or death of other persons or damage to property; or (iii) other costs or charges arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct negligent of Consultant, its employees, agents and representatives in performing or providing any of the obligations, services or other work product contemplated under this Agreement. The foregoing shall include without limitation, attorneys fees and costs incurred by the Indemnified Parties and shall survive the completion of obligations under this Agreement or termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.
- 5.8.2 District Indemnity of Consultant. The District shall indemnify and hold harmless Consultant from all claims arising out of bodily injury (including death) and physical damage which arise out of the negligent or willful acts, omissions or other conduct of the District.

## **ARTICLE 6 TERM; TERMINATION; SUSPENSION**

- 6.1 Term. The Term of this Agreement shall commence as of the date set forth above and unless earlier terminated pursuant to the provisions hereof, the Term shall expire upon completion of the Consultant Services hereunder.
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- 6.2 Termination for Default. Either the District or Consultant may terminate this Agreement upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure it default(s) and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Consultant if: (i) Consultant becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Consultant or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Consultant or any of Consultant's property on account of Consultant's insolvency; or (ii) if Consultant disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the Contract Price due the Consultant, if any, shall be based upon Consultant Services and authorized Additional Consultant Services provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Consultant shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Consultant's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Consultant hereunder for Consultant Services or authorized Additional Consultant Services.
- 6.3 District Right to Suspend. The District may, in its discretion, suspend all or any part of Consultant Services hereunder; provided, however, that if the District shall suspend Consultant Services for a period of sixty (60) consecutive days or more and such suspension is not caused by the Consultant's default or the acts or omissions of the Consultant, upon rescission of such suspension, the Contract Price will be subject to adjustment to reflect actual costs and expenses incurred by Consultant, if any, as a direct result of the suspension and resumption of Consultant Services. Except as set forth herein, the Contract Price hereunder is not subject to adjustment for any suspension of Project construction authorized or directed by the District.
- 6.4 District Termination For District Convenience. The District may, at any time, upon seven (7) days advance written notice to Consultant terminate this Agreement, in whole or in part, for the District's convenience and without fault, neglect or default on the part of Consultant. In such event, the Agreement, or such portion as designated by the District, shall be deemed terminated seven (7) days after the date of the District's written notice to the Consultant or such other time as the District and Consultant may mutually agree upon. In such event, the District shall make payment of the Contract Price to Consultant for Consultant Services and authorized Additional Services provided through the date of termination. Except as set forth above, the Consultant shall not be entitled to other compensation if the District exercises the right to terminate hereunder, including without limitation anticipated profit on the unperformed portion of Consultant Services.
- 6.5 Consultant Suspension of Consultant Services. If the District shall fail to make payment of the Contract Price undisputedly due the Consultant, the Consultant may, upon seven (7) days advance written notice to the District, suspend further performance of services hereunder until payment in full of the undisputed portion of the Contract Price is received. In such event, Consultant shall have no liability for any delays or additional costs of Project construction due to, or arising out of, such suspension.
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6.6 Consultant Obligations Upon Termination. Upon expiration of the Term of this Agreement or the termination hereof, Consultant shall take action as directed by the District relating to the Consultant Services and related work product. The Consultant shall within five (5) days of such expiration or termination assemble and deliver to the District: (i) all work product, instruments of service and other items of a tangible nature; and (ii) documents, including drawings, reports and or electronic files thereof received or prepared by or on behalf of the Consultant relating the Consultant Services.

**ARTICLE 7 MISCELLEANOUS**

7.1 Governing Law; Interpretation. This Agreement shall be governed and interpreted in pursuant to the laws of the State of California and in accordance with its fair meaning and not strictly for or against the District or Consultant. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

7.2 Time. Time is of the essence to this Agreement. The time for performance of any obligation hereunder by either Party shall be extended if performance of such obligation is delayed or prevented by conduct of the other Party, acts of God, or other unforeseeable events.

7.3 Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Consultant and the District. Neither Consultant nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.

7.4 Project Records. Records, documents and other materials generated or received by Consultant and its personnel in the course of performing services hereunder shall be delivered to the District upon termination of this Agreement or completion of obligations under this Agreement. Consultant may, at its sole cost, make copies of such records for its own files.

7.5 Notices. Notices under this Agreement shall be addressed and delivered as set forth as follows:

If to District:

Associate Superintendent/Vice-President, Finance and Administration  
Allan Hancock College  
800 South College Drive  
Santa Maria, California 93454

If to Consultant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7.6 Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement and rights and remedies hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the Consultant.

7.7 Disputes.

7.7.1 Consultant Continuation of Services. Except in the event of the District's failure to make an undisputed payment of the Contract Price due the Consultant, notwithstanding any

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disputes between District and the Consultant hereunder, the Consultant shall continue to provide and perform Consultant Services and authorized Additional Consultant Services pending a subsequent resolution of such disputes.

7.7.2 Mandatory Mediation. All claims, disputes and other matters in controversy between the Consultant and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation conducted under the auspices of the American Arbitration Association (“AAA”) and the Commercial 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 pursuant to the following Paragraph.

7.7.3 Arbitration. All claims, disputes or other matters in controversy between Consultant and District arising out of or pertaining to this Agreement or the Consultant Services which are not fully resolved through the mandatory mediation set forth above shall be settled and resolved by binding arbitration conducted under the auspices of the AAA Commercial Arbitration Rules in effect at the time of the filing of a Demand for Arbitration. The award rendered by the Arbitrator(s) shall be final and binding upon the District and the Consultant and shall be supported by law and substantial evidence pursuant to California Code of Civil Procedure §1296. Any written arbitration award that does not include findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296 shall be invalid and unenforceable. The District and the Consultant hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the award if, after review of the award, the Court determines either that the award is not supported by substantial evidence or that it is based on an error of law. Any arbitration hereunder shall be conducted in the AAA Regional Office closest to the District’s Administrative Offices.

7.8 Entire Agreement. The foregoing constitutes the entire agreement and understanding between the District and Consultant concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and Consultant. This Agreement and the documents enumerated below, if any, are all of the documents forming a part of the Agreement.

Attachment Additional Services Billing Rates

IN WITNESS WHEREOF, the District and Consultant have executed this Agreement as of the date set forth above.

**“District”**  
**Allan Hancock Joint Community College**  
**District**

**“Consultant”**  
**[Consultant Name]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT  
RFP FOR FACILITIES MASTER PLANNING SERVICES  
QUALIFICATIONS STATEMENT  
RFP # 21-100**

**1. Respondent Information.**

1.1. Respondent Name:

\_\_\_\_\_

1.2. Address:

Physical Office Location:

Street Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Mailing Address (if different than address above):

Street Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

1.3. Phone:

( \_\_\_\_\_ ) \_\_\_\_\_

1.4. Fax:

( \_\_\_\_\_ ) \_\_\_\_\_

1.5. Respondent's principal contacts:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

E-Mail: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

E-Mail: \_\_\_\_\_

1.6. Length of time Respondent has been in business providing Facilities Master Planning Services:

\_\_\_\_\_ years

1.7. Respondent Federal Tax ID No.: \_\_\_\_\_

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**2. Insurance.**

2.1. Commercial General Liability Insurance.

Insurer: \_\_\_\_\_  
Current Policy No.: \_\_\_\_\_  
General Liability Insurance Broker: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: (\_\_\_\_) \_\_\_\_\_  
Fax No.: (\_\_\_\_) \_\_\_\_\_  
Contact Name: \_\_\_\_\_

2.2. Workers' Compensation Insurance.

Insurer: \_\_\_\_\_  
Current Policy No.: \_\_\_\_\_  
Workers' Compensation Insurance Broker: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: (\_\_\_\_) \_\_\_\_\_  
Fax No.: (\_\_\_\_) \_\_\_\_\_  
Contact Name: \_\_\_\_\_

2.3. Automobile Liability Insurance.

Insurer: \_\_\_\_\_  
Current Policy No.: \_\_\_\_\_  
Automobile Liability Insurance Broker: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: (\_\_\_\_) \_\_\_\_\_  
Fax No.: (\_\_\_\_) \_\_\_\_\_  
Contact Name: \_\_\_\_\_

2.4. Professional Liability Insurance.

Insurer: \_\_\_\_\_  
Current Policy No.: \_\_\_\_\_  
Professional Liability Insurance Broker: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: (\_\_\_\_) \_\_\_\_\_  
Fax No.: (\_\_\_\_) \_\_\_\_\_  
Contact Name: \_\_\_\_\_

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3. **References.** Complete the following to identify references who are California Community College Districts for which the Respondent has completed Facilities Master Planning Services similar to the scope and complexity described in the FMP Agreement.

Owner Name	Address	Telephone No.	Contact Name

4. **Proposed Personnel.**

- 4.1. Respondent's Employees. The following personnel employed by the Respondent are proposed by Respondent for completion of the FMP Services and current resumes for each of the following proposed personnel are incorporated into the Respondent's RFP Response in Tab 4A.

Name	Title/Position	Proposed Assigned Tasks and Responsibilities

(Duplicate the above if necessary to identify additional personnel proposed by Respondent)

4.2. Proposed Sub-Consultants. The Respondent proposes the following Sub-Consultants for completing portions of the FMP as set forth below:

<b>Proposed Sub-Consultants</b>			
<b>Firm Name</b>	<b>Address</b>	<b>Contact Phone/Email</b>	<b>Proposed Scope of Services</b>

(Duplicate as necessary to identify additional proposed Sub-Consultants)

For each proposed Sub-Consultant identified above, provide the following for each employee of each Sub-Consultant proposed to complete any part of the FMP Services.

<b>Sub-Consultant Name: _____</b>		
<b>Employee Name</b>	<b>Title/Position</b>	<b>Proposed Assigned Tasks and Responsibilities</b>

(Duplicate as necessary for additional proposed Sub-Consultants)

5. **Prior FMP Services Experience.** Identify all California Community College Districts for which your organization provided FMP Services within the past five (5) years by attaching completed copies of the following to the completed and executed Qualifications Statement submitted concurrently with the Respondent's RFP Response.

<b>Community College District</b>		
<b>District Contact Person and Contact Information</b>	Contact Name	
	Telephone	
	Fax	
	Email	
<b>Description of FMP services completed and Deliverables produced</b>		
<b>Respondent's Personnel and Responsibilities</b>	<b>Employee Name</b>	<b>Responsibilities</b>
<b>Sub-Consultants; Sub-Consultant Personnel and Responsibilities</b>	Sub-Consultant Name: _____	
	Sub-Consultant Responsibilities:	
	<b>Sub-Consultant Employee Name</b>	<b>Responsibilities</b>
	Sub-Consultant Name: _____	
	Sub-Consultant Responsibilities:	
	<b>Sub-Consultant Employee Name</b>	<b>Responsibilities</b>

6. **Questionnaire.** A Respondent will not be deemed qualified if the answer to any of Questions 6.1 through 6.10 in this section results in a "not qualified" response. A "not qualified" response to any of Question 6.1 through 6.10 will result in the District's rejection of the RFP Response for failure of the Respondent to meet minimum qualifications requirements. The District may, in the District's sole discretion, independently investigate the Respondent's responses to any of the following Questions. If any of the responses to Questions 6.11 through 6.19 is a "yes", the Respondent must set forth details in a separate attachment to this Qualifications Statement.

- 6.1. The Respondent maintains a commercial general liability insurance policy with a coverage amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.  
 Yes  No (not qualified)
- 6.2. The Respondent maintains current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code § 3700.  
 Yes  No (not qualified)  
 Respondent is exempt from this requirement, because it has no employees.
- 6.3. The Respondent maintains a current automobile liability insurance policy (combined single limit) with coverage of at least One Million Dollars (\$1,000,000).  
 Yes  No (not qualified)
- 6.4. The Respondent maintains a current professional liability insurance policy with coverage of at least One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.  
 Yes  No (not qualified)
- 6.5. Within the past five (5) years, the Respondent has been retained by another California community college district to complete either: (i) a FMP; or (ii) an updated/revised FMP.  
 Yes  No (not qualified)
- 6.6. The Respondent is barred from bidding or submitting a proposal for public works projects.  
 Yes (not qualified)  No
- 6.7. Has your organization ever refused to sign a contract for FMP Services awarded to it?  
 Yes (not qualified)  No
- 6.8. Has your organization ever failed to complete a contract for FMP Services?  
 Yes (not qualified)  No
- 6.9. Has your organization ever been declared in default under a contract for FMP Services?  
 Yes (not qualified)  No
- 6.10. Has your organization ever been denied an award of a contract based upon a finding by a public agency that your organization was not a responsible bidder?  
 Yes (not qualified)  No
- 6.11. Has your organization been a party to a contract with a public agency which was terminated by the public agency for the convenience of the public agency?  
 Yes  No
- 6.12. Has your organization been a party to a contract with a public agency which was terminated by the public agency for your organization's default or breach of obligations thereunder?  
 Yes  No
- 6.13. Has a lawsuit ever been filed by a public or private project owner against your organization for damages, losses or other liabilities arising out of services provided by your organization? The foregoing is NOT limited to FMP services; the foregoing includes any and all services provided by your organization.  
 Yes  No
-

- 6.14. Have arbitration proceedings ever been filed by a public or private project owner against your organization for damages, losses or other liabilities arising out of services provided by your organization? The foregoing is NOT limited to FMP services; the foregoing includes any and all services provided by your organization.  
 Yes  No
- 6.15. Have mediation proceedings ever been filed by a public agency against your organization for damages, losses or other liabilities arising out of services provided by your organization? The foregoing is NOT limited to FMP services; the foregoing includes any and all services provided by your organization.  
 Yes  No
- 6.16. Within the past ten (10) years, has your organization or any principal/equity owner of your organization been subject to any legal judgments or arbitration awards, whether or not such legal judgments or arbitration awards arise out of services provided by or through your organization?  
 Yes  No
- 6.17. Are there currently any pending, unsatisfied judgments or arbitration awards against your organization or any of the equity owners of your organization?  
 Yes  No
- 6.18. Has any insurer, for any policy of insurance, refused to issue or to renew an insurance policy for your organization?  
 Yes  No  
 If yes, on how many occasions? \_\_\_\_\_
- 6.19. Have any claims been made against a policy of professional liability (errors and omissions) insurance obtained by your organization in connection with services provided by or through your organization? The foregoing is NOT limited to FMP services; the foregoing includes any and all services provided by your organization.  
 Yes  No

**7. Accuracy and Authority.**

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

The undersigned declares and certifies that the responses to this Qualifications Statement 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. The above-identified Respondent acknowledge and agree that if the District determines that any response herein is false or misleading or contains misstatements of fact, the Respondent's RFP Response may be rejected by the District.

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.

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(Signature)

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(Typed or written name)

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**ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT  
RFP FOR FACILITIES MASTER PLANNING SERVICES  
RFP #**

**ATTACHMENT C; PRICE PROPOSAL**

Respondent: \_\_\_\_\_

The above-identified Respondent proposes the following pricing to complete FMP Services:

1. Proposed Lump Sum Fixed Price. For completion of the FMP Services and other obligations under the FMP Agreement, the Respondent proposes a lump sum fixed price of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) ("Price Proposal"). The Respondent proposes to allocate the Price Proposal set forth above to the various Phases of the Consultant Services under the FMP Agreement as follows:

Consultant Services Phase	Allocation of Proposed Price
Phase I; Data Compilation and Establishment of Procedures	_____ Dollars (\$ _____)
Phase II; Data Analysis	_____ Dollars (\$ _____)
Phase III; Assessments of Needs and Requirements	_____ Dollars (\$ _____)
Phase IV; Development of Alternatives	_____ Dollars (\$ _____)
Phase V; FMP Preparation	_____ Dollars (\$ _____)

2. Reimbursable Expenses Included in Price Proposal. The Respondent confirms that the Price Proposal set forth in Paragraph 1 above is inclusive of all costs, expenses or other charges which may be incurred by the Respondent to complete the FMP Services under the FMP Agreement.
3. Additional Services. Set forth below the proposed hourly billing rates for Additional Consultant Services if the District and the Respondent are unable to reach mutual agreement to establish a lump sum fixed price for District authorized Additional Consultant Services.

<b>Respondent Personnel Proposed Additional Services Hourly Billing Rates</b>		
Name	Position/Title	Proposed Hourly Rate

(Duplicate as necessary for additional proposed personnel)

Sub-Consultant Personnel Proposed Additional Services Hourly Billing Rates		Sub-Consultant Name: _____
Name	Position/Title	Proposed Hourly Rate

(Duplicate as necessary for additional Sub-Consultants and/or additional proposed personnel )

4. Acknowledgment and Confirmation. The Respondent has a full and complete understanding of the FMP Services required by the FMP Agreement. The Respondent certifies that all proposed personnel are duly certified, licensed, approved and otherwise qualified to complete obligations under the FMP Agreement, if the FMP Agreement is awarded to Respondent. The undersigned: (i) has reviewed and verified the accuracy and completeness of the foregoing Price Proposal and (ii) is authorized to bind and commit Respondent to the foregoing Price Proposal.

By: \_\_\_\_\_  
(Signature of Respondent's Authorized Office or Representative)

\_\_\_\_\_  
(Typed or Printed Name)

Title: \_\_\_\_\_

## **FMP Interview Questions Final**

1. What do you know about the AHC Joint Community College District? Based on this knowledge and your firm's capabilities, why do you think we should recommend your firm to the Board? (10 points possible)
2. How does your planning process incorporate sustainable, high efficiency, and integrated design principles into your work? (10 points possible)
3. Covid-19 has changed the way that classrooms and education spaces are used and the expectation that students have. What standards or process would you use to help integrate technology into the 10-year plan as a way to support both hybrid and traditional teaching practices? (10 points possible)
4. Tell us how the Facilities Master Planning process can be used to engender community support for a general obligation bond measure? (10 points possible)
5. How would you build flexibility into a 10-year plan given the recent changes we have seen in the world, such as the COVID-19 pandemic? (10 points possible)
6. What factors do you consider when designing for the construction or modernization of physical education and/or athletic facilities? (10 points possible)
7. Consensus building is a crucial part of the Master Planning Process, but every firm has a different approach. Please explain your rationale for choosing what stakeholders to involve, and at what point in the process you would involve them in order to achieve consensus. (10 points possible)
8. Give us examples of how you have been impartial/neutral when recommending replacement versus repurposing of existing structures? (10 points possible)
9. What do you see as the single biggest facilities challenge confronting the College in the next five to ten years? (10 points possible)
10. What process do you use to determine whether a campus has adequate traffic circulation and parking? (10 points possible)
11. What question did we not ask you, that we should of? (0 points possible)

**FACILITIES MASTER PLANNING SERVICES RFP 21-100****MARCH 29, 2021**

	<b>DLR Group</b>	<b>Kruger Bensen Ziemer Architects</b>	<b>PBK-WLC + ALMA</b>	<b>tBP/Architecture</b>	<b>19six Architects</b>	<b>Moore Ruble Yudell Architects</b>
<b>Phase I: Data Compilation</b>	\$22,392.00	\$35,000.00	\$15,500.00	\$21,000.00	\$14,700.00	\$59,295.00
<b>Phase II: Data Analysis</b>	\$87,080.00	\$70,000.00	\$39,000.00	\$60,000.00	\$136,750.00	\$119,470.00
<b>Phase III: Assessments</b>	\$54,736.00	\$50,000.00	\$69,700.00	\$99,000.00	\$65,800.00	\$179,370.00
<b>Phase IV: Development</b>	\$54,736.00	\$55,000.00	\$83,000.00	\$60,000.00	\$41,350.00	\$208,730.00
<b>Phase V: FMP Preparation</b>	\$29,856.00	\$40,000.00	\$62,800.00	\$60,000.00	\$91,600.00	\$274,820.00
<b>Total:</b>	<b>\$248,800.00</b>	<b>\$250,000.00</b>	<b>\$270,000.00</b>	<b>\$300,000.00</b>	<b>\$350,200.00</b>	<b>\$841,685.00</b>

## Facilities Master Planning Services RFP Proposals Evaluation

Evaluation Criteria	Firms					
	19.6 Architects	DLR Group	KBZ Architects	Moore Ruble Yudell	PBK-WLC	tBP Architecture
Relevant Experience & Ability (20 points)	89	70	69	74	80	88
Responsiveness to RFP Requirements (20 points)	82	65	60	73	81	80
Client Responsiveness (20 points)	80	50	67	63	75	77
Availability (10 points)	43	26	36	27	36	36
Proposed Pricing (10 points)	31	42	40	15	40	33
<b>Totals</b>	<b>325</b>	<b>253</b>	<b>272</b>	<b>252</b>	<b>312</b>	<b>314</b>