

# LOS RIOS COMMUNITY COLLEGE DISTRICT

Facilities Management Office  
3753 Bradview Drive, Sacramento, CA 95827  
Phone (916) 856-3400 ~ Fax (916) 856-3456



Sacramento City College    American River College    Cosumnes River College    Folsom Lake College

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## REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES

### LOS RIOS COMMUNITY COLLEGE DISTRICT (DISTRICT) FACILITIES MANAGEMENT/POLICE DEPARTMENT STORAGE AREA NETWORK (FM/PD SAN) ALL COLLEGE CAMPUSES & OUTREACH CENTERS (the Project)

#### REQUEST FOR QUALIFICATIONS

The District requests proposals for professional services for Technology Program Design and Management Services for the Project as described herein. To be considered, Firms must timely submit written Statement of Qualifications (SOQ) which fully responds to this Request for Qualifications (RFQ). Upon invitation of the District, selected Firms will be requested to participate in an interview to discuss their qualifications with the District. The District reserves the right to modify or amend this RFQ or portions hereof by issuance of addenda to this RFQ. If any addenda are issued by the District, a copy of the same will be transmitted by the District to each Firm who has theretofore obtained this RFQ.

#### THE DISTRICT AND THE PROJECT

The Los Rios Community College District was established in 1970. The District services a 2,400 square mile area in five counties with an enrollment of over 86,000 students. It is the second largest community college district in the State of California. The Los Rios District is a 2-year public community college district committed to an open-door admission policy and a comprehensive curriculum. The District has four main campuses: American River College, Cosumnes River College, Folsom Lake College, and Sacramento City College. In addition, the District has six Outreach Centers: Natomas Center, Davis Center, El Dorado Center, West Sacramento Center, Rancho Cordova and Elk Grove Center.

**The PROJECT SCOPE is to design a Facilities Management/Police Department Storage Area Network (FM/PD SAN) at all Colleges, Outreach Centers, Facilities Management and Police Departments.** The project scope consists of assessing the needs and requirements for a new Computer Infrastructure to support the needs of the Facilities and Police Department groups.

The selected Firm will attend and provide leadership in meetings, use industry best practices to assess requirements, and provide recommendations which meet the needs of Los Rios Facilities including a Project Plan.

Project requirements include designing and proposing a solution (Project Plan) which meets the current needs of the departments and provide a solution to support District growth over the next 5 to 7 years. The specific scope will be determined in coordination with the District and designed by the successful firm. The awarded firm's Technology Program Manager will be expected to work with the District, during design of the Project.

## **PROJECT REQUIREMENTS**

Listed below are project requirements which are to include system design, budgeting, procurement recommendations, and pre-project facilitation.

- Provide a Microsoft Project (or approved equal) schedule, with proposed meeting durations to accomplish these project requirements. This schedule will include the planning, design and implementation for a successful project.
- Recommend and design a new Data Infrastructure system for FM/PD systems optimized for data storage. Network-based system applications include, but are not limited to, access-control, intrusion, video, HVAC, fire, monitoring, desktop applications, Wide Area Network, Virtual Desktop Infrastructure and Virtual Machine Software (VMware). The initial concept includes a SAN at our four major campuses and a VDI system to access the applications.
- A minimum of 4 on-site meetings to tour the existing infrastructure and establish a good understanding of the LRCCD IT environment.
- Assess needs for Computer, Virtualization, Network, and Storage requirements as it relates to the specific FM/PD applications. Provide scalable system architecture to future-proof this new system.
- Produce Visio or CAD illustrations and specifications representing recommended solutions and options that can be used for bidding purposes.
- Recommend in detail hardware and software solutions including specific list of materials for a working system. Include an estimate of cost to procure and install each component (hard costs and soft costs).
- Recommend implementation services needed for the project and to sustain optimal performance, including ongoing support requirements. Include cost estimates for these services.
- Produce a schedule of proposed solutions including needed milestones for implementation, new software, cut over for existing systems and applications. Include resource identification utilizing existing LRCCD personnel, consultants and contractors as needed.

## **BASIC SERVICES**

The District intends to enter into a contract with a Professional Services firm for Basic Services for the design and implementation of the Project from pre-design through final Project closeout, training and warranty periods. The scope of Basic Services required for the Project is set forth in the District's standard Agreement for Professional Services, referred to hereinafter as "the Agreement" and attached to this RFQ as Exhibit "B".

## QUALIFICATIONS

Firms must provide a complete SOQS, capabilities and experience providing design services as set forth in the attached Agreement. The SOQS must address the following items:

1. Experience
  - A. Scope of professional services typical of above project requirements provided or offered by the Firm; summary of the Firm's history, and experience with this type of project
  - B. Prior experience with public agency public works projects, including a general description of the scope of services provided on each contract.
  - C. Prior experience with other California Community College Districts and K-12 Educational Institutions on projects of similar scope, including a general description of the scope of services provided on each contract.
  - D. Prior experience with California State University, University of California or other mainstream California Universities on projects of similar scope, including a general description of the scope of services provided on each contract.
  - E. Identify the Firm's principals and employees who are credentialed for this type of project and service.

## PROFESSIONAL SERVICES CONTRACT

Included with this RFQ is the District's standard Agreement. Firms must thoroughly review the Agreement included herewith and must identify any term or condition of the Agreement which the Firm 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 response to this RFQ must set forth the text of the requested amendment or addition. **Any Firm whose proposal does not identify modifications to terms or conditions of the attached Agreement will be deemed to have agreed to all terms and conditions set forth therein.**

## SUBMISSION OF RFQ RESPONSE

To be considered by the Selection Committee, responses to this RFQ must be in writing and must be responsive to all of the requirements of this RFQ. **Each Firm must submit a signed original, four (4) copies and one digital copy (".pdf" format) on CD of its response to this RFQ.** A response to this RFQ which is not responsive to all requirements of this RFQ will be rejected. Hand delivered responses to this RFQ must be submitted to Vince Montoya, Director, Facilities Maintenance, Los Rios Community College District, 3753 Bradview Drive, Sacramento. Mailed responses to this RFQ must be sent to Vince Montoya, Director, Facilities Maintenance, Los Rios Community College District, 3753 Bradview Drive, Sacramento, CA 95827. **Responses to this RFQ must be received prior to 4:00 P.M., Wednesday, March 15, 2017.** Firms are solely responsible for timely submission of responses to this RFQ. Any response to this RFQ which is not submitted at or prior to the latest date/time for submission of responses will be rejected and returned to the Firm submitting the same unopened.

## SELECTION OF PROFESSIONAL SERVICES FIRM

The District will establish a committee to review and evaluate qualification statements submitted in response to this RFQ. The selection committee will make a recommendation to the District's Board of Trustees for the District's selection and retention of these Professional Services for the Project. Prior to making a recommendation to the District's Board of Trustees for selection of a Professional Services firm, the selection committee will request that Firms selected in the sole discretion of the selection committee conduct an interactive discussion with the selection committee members. Recommendation of the selection committee for retention of a Professional Services firm will be based upon the demonstrated competence and qualifications to perform the Basic Services. The recommendation of the selection committee is not binding on the District; award of the Agreement will only be by action of the District's Board of Trustees. The District reserves the right to reject any and all SOQs, to waive any irregularities, or informalities in the SOQs, or to request further information.

## SELECTION PROCESS TIMELINE

RFQ – solicitation date:	02/17/2017 and 02/24/2017
Pre-Qualification Conference (Non-mandatory):	Wednesday, 03/01/2017, 2:30 p.m. LRCCD Facilities Management Office 3753 Bradview Dr., Sacramento, CA 95827
<b>Deadline for submission:</b>	<b>Wednesday, 03/15/2017, 4:00 p.m.</b>
Review by Selection Committee:	03/16/2017 – 03/17/2017
Announcement of Short-listed Firms	Monday, 03/20/2017
Presentations by Short-listed Firms:	Tuesday, 03/28/2017
Anticipated Agreement Start Date:	Thursday, 04/13/2017

## QUESTIONS / REQUESTS FOR ADDITIONAL INFORMATION

All questions or requests for additional information must be submitted to the District in writing either by letter, fax or e-mail. The District's point of contact for this RFQ is:

Paula Gordon  
Purchasing Supervisor  
1919 Spanos Court  
Sacramento, CA 95825  
(916) 856-3149  
gordonp@losrios.edu

Please do not attempt to contact any other member of the District's or College's staff during the proposal period.

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between Los Rios Community College District, a local agency, (“the DISTRICT”) and \_\_\_\_\_, (“CONSULTANT”).

1. **Scope of Work.** CONSULTANT shall perform the consulting services as set forth in CONSULTANT’S Proposal which is attached hereto, marked as Attachment “A.” The work shall be completed by \_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_.  
(month) (day) (year)
  - A. **Standard of Care:** CONSULTANT shall perform its services hereunder in accordance with the professional standard of care, skill and diligence customarily followed by consultants performing similar professional services on projects of comparable scope and quality. The approval of any document by the DISTRICT or its representatives or agents shall not relieve the CONSULTANT from such liability as the CONSULTANT might otherwise have for professional errors or omissions in the conduct of its obligations under this Agreement.
  - B. **Additional Work/Deletion of Work:** Consultant shall not perform any additional or extra work or incur any additional expenses beyond that set forth hereunder without the express written approval of DISTRICT. Modifications or additions to the services performed by CONSULTANT not approved in writing by DISTRICT shall be considered null and void and shall not be compensated. DISTRICT shall also have the right to delete any portion of the work or services to be performed by CONSULTANT described hereunder. In such event, CONSULTANT’s compensation shall be reduced in proportion to the percentage of work or services actually deleted.
  
2. **Compensation.** For its services hereunder, CONSULTANT shall be compensated as set forth in Attachment “A.” However, in no event shall CONSULTANT be paid in excess of the fixed price or “not to exceed” proposal contained in Attachment “A,” unless prior to commencing any additional services, the CONSULTANT has submitted a fixed price or “not to exceed” proposal for the additional services and the DISTRICT has given prior written approval to CONSULTANT to perform those services.
  - A. **Final Payment:** Within thirty (30) days of a Notice of Completion being issued and/or when CONSULTANT’S work/services under this Agreement are finally complete, whichever is later, CONSULTANT shall submit to the DISTRICT a request for final payment. Each request for payment shall include all necessary information to support and back up the request for payment. Upon receipt of a properly submitted and supported payment request, the DISTRICT shall pay the CONSULTANT within thirty (30) days thereof.
  - B. **Withholding Payment:** DISTRICT may withhold any current or future payment, in whole or in part, or decline to make any payment, to protect the DISTRICT from any claim, damage or other loss arising from or related to the performance of, or failure to perform by, CONSULTANT under this Agreement.
  - C. **Audit:** All of the foregoing is subject to the right of the DISTRICT to audit all requests for payment, including the books and records of the CONSULTANT in connection therewith. CONSULTANT shall maintain (and shall require its subconsultants to maintain) any and all records, documents and data pertaining to the services provided hereunder for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT pursuant to this Agreement. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours upon 48 hours written request by DISTRICT. The records shall be available at CONSULTANT's address indicated for receipt of notices in this Agreement. Where DISTRICT has reason to believe that such records or documents may be lost or discarded, DISTRICT may, by written request by any of the above-named officers, require that custody of such records and documents be given to DISTRICT and that such records and documents shall be maintained by DISTRICT. Access to such records and documents shall be granted to any party authorized by CONSULTANT, CONSULTANT's representatives, or CONSULTANT's successor-in-interest during regular business hours.
  
3. **Time.** CONSULTANT shall complete the services described in Attachment “A” hereto pursuant to the time schedule set forth in Attachment “A.” CONSULTANT shall perform and complete all other services hereunder expeditiously, and in accordance with the dates set forth in Attachment “A,” and, if applicable, any schedule or

schedules which may pertain to a particular project as may be issued in writing from time to time to CONSULTANT by DISTRICT. Time is of the essence in this Agreement. Neither CONSULTANT nor DISTRICT shall be liable to the other for delay in performing under this Agreement, or for the direct or indirect cost resulting from such delay, if such delay is directly caused by labor strike, riot, public disturbances, war, fire, extraordinary weather conditions or natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party, provided that the party asserting such an event as a cause of delay shall give the other party written notice of the same within five (5) days of the occurrence of the event giving rise to the delay.

- 4. Termination For Convenience.** The DISTRICT shall have the right to terminate this Agreement for convenience at any time and for any reason by giving thirty (30) days written notice of such termination to CONSULTANT. Upon notice of termination, CONSULTANT shall immediately cease rendering services pursuant to this Agreement and shall promptly deliver to the DISTRICT copies of all information prepared pursuant to this Agreement. In that event, DISTRICT shall pay CONSULTANT only the following amounts: (A) the hourly rates set forth in Attachment "A" for all those hours worked up to the notice of termination; (B) the direct costs, if any, actually incurred and/or paid by CONSULTANT for materials, supplies, equipment, apparatus, and the like, used in the direct performance of the work and/or services of the CONSULTANT under this Agreement; and (C) a ten percent (10%) markup on the direct costs as described in "(B)".
- 5. Termination for Default.** If CONSULTANT fails to perform any of its material obligations under this Agreement, and if such default is not cured within five (5) calendar days' notice from DISTRICT to CONSULTANT, in addition to all other remedies provided by law, DISTRICT may, at its sole option, (i) immediately terminate this Agreement; (ii) provide any funds, make any reasonable payments, and make any reasonable purchases necessary to cure any such default, and deduct the costs thereof from any money then due or thereafter to become due to CONSULTANT hereunder or otherwise; (iii) take possession of all materials purchased and/or provided by CONSULTANT to perform its services, and obtain from CONSULTANT working copies of all project documents prepared by CONSULTANT for the purpose of allowing DISTRICT or another consultant to complete the services or any portion thereof, all of which materials and documents CONSULTANT hereby assigns to DISTRICT effective upon any such default by CONSULTANT; (iv) employ any other person, persons or consultants to complete the services or any portion thereof in whatever reasonable manner DISTRICT may deem expedient; and/or (v) if DISTRICT deems that it is not in its best interests to correct defects or deficiencies in the services, materials or documents supplied or provided by CONSULTANT, DISTRICT, at its sole option, may accept such defective or deficient services and deduct the diminution in value from any money then due or thereafter to become due to CONSULTANT hereunder or otherwise.

## **6. CONSULTANT Information**

- A. Property of District: All reports, documents, work product, and other materials (collectively "Work Product") developed, prepared or discovered by CONSULTANT or any other party engaged directly or indirectly by CONSULTANT to perform the services required hereunder shall be and remain the property of DISTRICT without restriction or limitation upon their use by DISTRICT. CONSULTANT hereby assigns to DISTRICT all rights, title and interest in all copyrights, trademarks, patents and rights to ideas in and to all versions of the Work Product. CONSULTANT agrees to take such actions as are necessary to protect the rights assigned to DISTRICT in this Agreement, and to refrain from taking any actions which would impair those rights. CONSULTANT's responsibilities include, but are not limited to, placing proper notices of copyright on all versions of the Work Product and refraining from disclosing any version of the Work Product to any third party without DISTRICT's prior written consent. Unless otherwise provided in writing, the DISTRICT shall have full ownership and control, including ownership of any copyrights, of all Work Product.
- B. Public Records Act: All proprietary and other information received from CONSULTANT by the DISTRICT will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to the DISTRICT, the DISTRICT shall give notice to CONSULTANT of any request for the disclosure of such information. The CONSULTANT will then have five (5) days from the date it receives such notice to enter into an agreement with the DISTRICT, satisfactory to legal counsel for the DISTRICT, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by the DISTRICT in any legal action to compel the disclosure of such information under the California Public Records Act. The CONSULTANT shall have sole responsibility for defense of the actual

“trade secret” designation of such information. Failure to timely respond or enter into an acceptable agreement shall be deemed to have waived of any rights regarding the information designated “trade secret” by CONSULTANT, and such information will be disclosed by DISTRICT pursuant to applicable procedures required by the Public Records Act.

- C. **Termination:** Upon the request of DISTRICT, or upon the termination or expiration of this Agreement, CONSULTANT shall immediately deliver to DISTRICT all reports, documents, and other work performed by CONSULTANT under this Agreement, Work Product, including, but not limited to, all Work Product prepared, developed or stored by or on any computer (e.g., all information on disks, diskettes, or computer-related media). CONSULTANT may retain copies thereof for its files and internal use. The DISTRICT will hold harmless the CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project or engagement associated with this Agreement unless the DISTRICT obtains a validation of that use or reuse from the CONSULTANT.
- D. CONSULTANT shall cause each of its subconsultants to comply with each provision of this Section 6 applicable to CONSULTANT. The provisions of this Section 6 shall survive the termination or expiration of this Agreement.

**7. Access to Work Product.** Duly authorized representatives of the DISTRICT shall have right of access to CONSULTANT’S technical plans, files and records relating to the performance of the services hereunder subject to 48 hours written request to access the identified information or Work Product.

**8. Licenses, Permits, Etc.** CONSULTANT represents and warrants to the DISTRICT that CONSULTANT has, and shall keep in effect, at its sole cost, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for CONSULTANT to practice its profession or provide any services under the Agreement.

**9. Independent Contractor Not Agent.**

- A. CONSULTANT (including CONSULTANT’S employees) is an independent contractor and no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONSULTANT nor CONSULTANT’S employees or assigned personnel shall be entitled to any benefits payable to employees of the DISTRICT. CONSULTANT will be issued a Form 1099 for its services hereunder. As an independent contractor, CONSULTANT hereby agrees to indemnify and hold the DISTRICT harmless from claims by any of CONSULTANT’S employees or by any third party, including but not limited to any state or federal agency, asserting that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.
- B. It is further understood and agreed by the parties hereto that CONSULTANT, in the performance of its obligations hereunder, is subject to the control and direction of the DISTRICT as to the designation of tasks to be performed and the results to be accomplished by the services agreed to be rendered and performed under this Agreement, but not as to the means, methods, or sequence used by CONSULTANT for accomplishing such results. To the extent that CONSULTANT obtains permission to, and does, use the DISTRICT facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONSULTANT’S sole discretion based on the CONSULTANT’S determination that such use will promote CONSULTANT’S efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the DISTRICT does not require that CONSULTANT use the DISTRICT facilities, equipment or support services or work in the DISTRICT locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT. It is further understood and agreed that CONSULTANT shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONSULTANT’S employees, assigned personnel and subcontractors.
- D. Except as the DISTRICT may specify in writing, CONSULTANT and CONSULTANT’S personnel shall have no authority, express or implied, to act on behalf of the DISTRICT in any capacity whatsoever as an agent or to bind the District to any obligations.

**10. Disqualified Employees.** CONSULTANT shall ensure that persons who perform services on District or College property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87011. If the DISTRICT, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove such person(s) immediately upon receiving notice from the DISTRICT of the desire of the DISTRICT for the removal of such person(s).

**11. Indemnification.** To the fullest extent permitted by applicable law, CONSULTANT shall defend, indemnify, and save harmless District (including their inspectors, project managers, trustees, officers, agents, members, employees, affiliates, consultants, sub consultants, and representatives), and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever related to, arising out of, or in connection with, CONSULTANT'S work or services to be performed under this Agreement, including, but not limited to personal injury to any person, death to any person, damage to any property, penalties, infringement of patent rights, claims and liens for labor performed or materials used or furnished to be used on the Work, failure to comply with the provisions requiring insurance, any violation by CONSULTANT of any law, order or regulation arising out of or resulting from this Agreement, or, except as otherwise prescribed by applicable law, as caused or alleged to be caused, in whole or in part, by any negligent act or omission of District or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.

The obligations set forth in this section shall not be limited by the insurance requirements set forth herein.

CONSULTANT's indemnification obligations shall not include indemnification for claims which arise as the result of the active negligence of District, or the sole negligence or willful misconduct of District, its agents, servants or independent contractors who are directly responsible to District, or for defects in design furnished by such persons. It is intended that this Article shall comply with California Civil Code § 2782, *et seq.*, to the extent applicable to the CONSULTANT's obligations as set forth in this Article. If it is determined by a Court of competent jurisdiction that any aspect of this Article exceeds the restrictions or limitations under California law applicable to indemnity obligations, only that portion which exceeds the restrictions or limitations under California law shall be null and void, and all remaining indemnity obligations shall be fully enforceable to the fullest extent allowed under California law.

**12. Insurance Requirements.** During the entire term of this Agreement, CONSULTANT shall, at its own expense, maintain, and shall require all subcontractors to maintain insurance as set forth below and shall provide the District additional insured endorsements that name the DISTRICT as an additional insured on the CONSULTANT'S General Liability policy and Automobile Liability policy.

A. Minimum Scope of Insurance: Coverage shall be:

1. Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage; and a \$3,000,000 aggregate. Any combination of General Liability, and Excess Coverage amounting to a minimum of \$3,000,000 in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services Inc.'s (ISO) additional insured, Form B CG 20101001.
2. Automobile Liability. "Any Auto" with \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation. As required by the Labor Code of the State of California, and Employers' Liability Insurance; with limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.
4. Professional Liability (Errors and Omissions). Insurance against loss due to error, omission or malpractice, unless waived in writing by the District, with \$1,000,000 combined single limit per claim and \$2,000,000 aggregate.

B. Other Provisions: If the above insurance is written on a claims-made form, it shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement and continue for at least three full years following the completion of CONSULTANT'S services/work under this Agreement. Any deductibles, self-insured retentions, or changes in these items must be declared to and approved by the DISTRICT.



CONSULTANT'S insurance coverage shall be primary insurance with respect to the DISTRICT. The CONSULTANT's insurer shall agree to waive all right of subrogation against the District, its trustees, officers, and agents for losses arising from the work performed. Each insurance policy shall include the standard Severability of Interest, or Separation of Insured (General Liability Form CG 00 01 12 04) clause in the policy and when applicable the cross liability insurance coverage provision which specifies the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured. Any insurance or self-insurance maintained by DISTRICT shall be in excess of CONSULTANT'S insurance and shall not contribute with it. Each insurance policy required by this Agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to the DISTRICT. At least fifteen (15) days prior to commencing work under this Agreement, CONSULTANT shall provide the DISTRICT with certificates of insurance and required executed endorsements, evidencing compliance with this section. On request, CONSULTANT shall furnish copies of any and/or all of the required insurance policies.

**13. Liability of District.** DISTRICT's obligations under this Agreement shall be limited to the payment of the compensation as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall DISTRICT be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

**14. Equal Opportunity.** CONSULTANT shall comply with the Executive Order 11246 as currently amended and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations." CONSULTANT, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not unlawfully discriminate on the grounds of ethnic group identification, race, color, gender, gender identity, gender expression, sex, sexual orientation, sexual identity, pregnancy, childbirth or related medical condition, religion or religious creed, age (over forty), national origin, ancestry, physical or mental disability, medical condition, political affiliation or belief, military and veteran status, or marital status as defined in Section 12926 of the California Government Code. In all solicitations made by CONSULTANT for work to be performed under any subcontract, CONSULTANT shall notify each potential subcontractor or supplier of CONSULTANT'S obligation under this Agreement and the Regulations. CONSULTANT shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

**15. Compliance with Laws; Attorneys' Fees; Successors.** CONSULTANT shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of work under this Agreement. This Agreement shall be governed by the laws of the State of California excluding its choice of law rules. Venue shall be in the County where the work is performed. In any civil action brought by either Party to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto. To the extent the work concerns the repair or renovation of one or more roofs, and the content of the scope of work triggers the duties set forth in Public Contract Code Section 3000 et seq relating to Roofing Projects, as defined therein, the parties agree that they shall fully comply with the legal requirements set forth therein.

**16. ADA Standards.** CONSULTANT represents and warrants that any software/hardware/communications system/equipment (collectively "technology") provided under this Agreement adheres to the standards and/or specifications as may be set forth in the Section 508 of the Rehabilitation Act of 1973 standards guide and is fully compliant with WCAG 2.0 AA standards for accessibility and compliant with any applicable FCC regulations. Technology that will be used on a mobile device must also be navigable with VoiceOver on iOS devices in addition to meeting WCAG 2.0 level AA.

If portions of the technology or user experience are alleged to be non-compliant or non-accessible at any point, DISTRICT will provide CONSULTANT with notice of such allegation and CONSULTANT shall use its best efforts to make the technology compliant and accessible. If a state or federal department, office or regulatory agency, or if any other third party administrative agency or organization ("Claimants"), make a claim, allegation, initiates legal or regulatory process, or if a court finds or otherwise determines that technology is non-compliant

or non-accessible, CONSULTANT shall indemnify, defend and hold harmless the DISTRICT from and against any and all such claims, allegations, liabilities, damages, penalties, fees, costs (including but not limited to reasonable attorneys' fees), arising out of or related to Claimants' claims.

CONSULTANT shall also fully indemnify Institution for the full cost of any user accommodation that is found to be necessary due to an identifiable lack of accessibility in the CONSULTANT's technology. If necessary, an independent 3rd party accessibility firm using POUR standards (Perceivable, Operable, Understandable and Robust) may be used to validate the accessibility of the technology.

**17. Integration, Amendments.** Along with Attachment "A" and the Student Record Addendum (if any), this is an integrated agreement and contains all of the terms, considerations, understanding, and promises of the Parties. It shall be read as a whole. All amendments to this Agreement must be in writing and signed by an authorized representative of both Parties.

**18. Conflict.** In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of Attachment "A," or any other document included herein, the provisions of this Agreement shall govern. Notwithstanding any express or implied language to the contrary in Attachment "A" or any other document attached hereto, there shall be no limits on the DISTRICT'S ability to recover damages from CONSULTANT in the event of any claim, action, lawsuit or other legal action by the DISTRICT against CONSULTANT, and any language purporting to impose limits on recovery of damages is null and void, including any language purporting to increase liability for damages in exchange for additional payment or compensation to CONSULTANT.

**19. Notices.** Any notices to Parties required by this Agreement shall be delivered, faxed or mailed, U.S. First Class postage prepaid addressed as follows:

LOS RIOS COMMUNITY COLLEGE DISTRICT  
Director, General Services  
1919 Spanos Court  
Sacramento, CA 95825  
Phone: 916-568-3057    FAX: 916-286-3636  
Phone: \_\_\_\_\_    Fax: \_\_\_\_\_

CONSULTANT Social Security/Federal ID # \_\_\_\_\_

Check One:     Sole Proprietorship     Partnership     Corporation

Either Party may amend its address for notice by notifying the other Party in writing. Each Party must provide the other with any and all updates to the above addresses.

**20. Solicitation/Conflicts of Interest.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making this Agreement. CONSULTANT certifies that it has disclosed to DISTRICT any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. CONSULTANT agrees to advise DISTRICT of any actual, apparent or potential conflicts of interest that may develop subsequent to the Date of execution of this Agreement. CONSULTANT further agrees to complete any statements of economic interest as may be required by applicable law.

**21. Assignment Prohibited.** No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

**22. Severance.** If any provision of this Agreement proves to be illegal, invalid or unenforceable, the remainder of this Agreement will not be affected by such finding, and in lieu of each provision of this Agreement that is illegal,

invalid or unenforceable, a provision will be added as a part of this Agreement as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

**23. Waiver.** CONSULTANT agrees that a waiver by District of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. Similarly, the acceptance by DISTRICT of the performance of any work or services by CONSULTANT and/or the failure of the DISTRICT to object to any aspect of the work or services by CONSULTANT shall not be deemed to be a waiver of any term or condition of this Agreement.

LOS RIOS COMMUNITY COLLEGE DISTRICT

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

Rose Ramos  
Associate Vice Chancellor, Finance

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

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