



**GLENDALE COMMUNITY COLLEGE DISTRICT**

**REQUEST FOR PROPOSALS**

**PROGRAM MANAGEMENT SUPPORT & ADVISORY SERVICES  
FOR  
MEASURE GCC BOND PROGRAM**

**RFP NO. 25-1**

**Information Package**

## TABLE OF CONTENTS

	<b>Page</b>
1. INTRODUCTION	3
2. BACKGROUND AND DESCRIPTION	3
3. PROJECT DESCRIPTION	4
4. SCOPE OF REQUIRED SERVICES	6
5. PROPOSAL REQUIREMENTS	7
6. PRE-SUBMITTAL ACTIVITIES	14
7. SUBMITTAL REQUIREMENTS	15
8. EVALUATION AND AWARD OF CONTRACT	17
9. SCHEDULE OF EVENTS	19
10. GENERAL PROVISIONS	20
<a href="#"><u>EXHIBIT A</u></a>	22
<a href="#"><u>EXHIBIT B</u></a>	24
<a href="#"><u>EXHIBIT C</u></a>	25
<a href="#"><u>EXHIBIT D</u></a>	30
<a href="#"><u>EXHIBIT E</u></a>	31
<a href="#"><u>EXHIBIT F</u></a>	32
<a href="#"><u>EXHIBIT G</u></a>	34
<a href="#"><u>EXHIBIT H</u></a>	36
<a href="#"><u>EXHIBIT I</u></a>	38
<a href="#"><u>EXHIBIT J</u></a>	39
<a href="#"><u>EXHIBIT K</u></a>	40
<a href="#"><u>EXHIBIT L</u></a>	41

# **REQUEST FOR PROPOSALS** **FOR** **PROGRAM MANAGEMENT SERVICES**

## 1. **INTRODUCTION**

The Glendale Community College District (“District”) is seeking proposals and concepts from qualified firms for professional services to act as Program Manager (PM) and to conduct bond program management services for its recently passed \$600 million general obligation bond, Measure GCC (the “Bond Program”). The District desires to engage a single entity to provide a complete range of professional consulting services to support its Bond Program, as described below, as an extension of the District’s staff. It is anticipated that the selected firm will provide program management services and supply concepts for the organization and management of the Bond Program. The PM shall not serve as a general construction contractor, architect, engineer or project construction manager for any project. The full contracted scope of work shall be negotiated with the selected firm(s) based on the services proposed by firm and/or required by the District. However, it is essential for the PM selected to recognize the need to preserve the collegial and participative culture of the District environment while effectively and efficiently completing projects. It is critical that the PM is successfully able to blend the authority delegated to the PM by the District with the District’s non-delegable responsibilities to form a constructive and effective working relationship. The PM is encouraged to view a more detailed description of the District’s desired PM goals and initial implementation plan for these goals described in Exhibit “A.” attached hereto.

This Request for Proposals (“RFP”) describes the required scope of services, consultant selection process, and minimum information that must be included in the proposal. This RFP will request each Proposer to concisely state its qualifications and its concept of how the PM and the District will develop a constructive and effective partnership.

## 2. **BACKGROUND AND DESCRIPTION**

Glendale Community College was originally established in 1927 as Glendale Junior College operating within the Glendale Union High School District. The College acquired 25 acres of land in 1936, moved into its own facility in 1937, and in 1970 became part of the Glendale Junior College District. The College’s name changed to Glendale Community College District approximately one year later. Today, the College has 27 permanent buildings over 100 acres. These facilities include the College’s original Verdugo campus, and its Garfield and Montrose campuses. Currently, the District provides educational programs to approximately 25,000 students across these three main facilities as well as online.

Given the ongoing need to continuously upgrade and improve these facilities, the District’s Board of Trustees ultimately placed Measure GCC on the November 2024 ballot. Measure GCC’s ballot title was as follows:

**GLENDALE COMMUNITY COLLEGE AFFORDABLE HIGHER EDUCATION/ CAREER TRAINING MEASURE.**

*To maintain affordable higher education; prepare students for four- year college/ university transfer; repair deteriorating gas / sewer lines, roofs; provide safe drinking water; improve access for students with disabilities; remove asbestos, mold, lead; upgrade nursing/ career training classrooms, shall Glendale Community College District’s measure be adopted authorizing \$600,000,000 in bonds at legal rates, levying \$25 per \$100,000 assessed valuation (\$29,000,000 annually) while bonds are outstanding, requiring independent oversight, public spending disclosure?*

3. PROJECT DESCRIPTION

3.01 Project Background/Description

The Bond Program funding must be spent on projects listed in the District’s Bond Measure Project List, a copy of which is attached hereto as Exhibit “B”. In addition, the District also recently completed the 2025-2035 Facilities Strategic Plan. The findings of this plan help shape the District’s facilities infrastructure needs and growth with use of Measure GCC Bond Program dollars. A copy of the summary of the Facilities Strategic Plan may be found here:

<https://www.glendale.edu/home/showpublisheddocument/64002/638681478961170000>

There is currently not adequate staff within the District to administer and manage a Bond Program of the size and scope of Measure GCC. Therefore, it is necessary for the District to retain a highly qualified PM for program management of the capital construction and renovation program pursuant to this RFP.

As of the date of this RFP, for Measure GCC, the District has only one project, the Instructional Building and Conference Center (“IBCC”) which is currently ready to proceed as Division of the State Architect final approval of the plans for the IBCC project were obtained on or about April 2023. The current architect’s estimate of the IBCC construction cost is approximately \$70 Million - \$90 Million. The District has two additional projects, the (1) Sound Stage Project and the (2) Auditorium Project. Collectively, these three projects are high priority for the District to commence and complete construction as soon as possible and among the selected proposers first tasks will be to assist the District with proceeding with these projects as soon as reasonably possible.

With regard to all other potential projects on the Measure GCC Project List, the District’s Board of Trustees has not made any final decisions regarding prioritization of

such projects, project budgets and/or project schedules. Accordingly, the selected PM will be expected to provide all staffing, resources and PM services necessary to develop and implement proposed Measure GCC project implementation plans, including but not limited to all required support for the Board to ultimately approve Measure GCC project priorities, budgets, and schedules. The PM will then be expected to provide all PM services necessary to ultimately undertake design and construction of all such projects as directed by the Board.

Currently, the District has only the following designated District staff dedicated to overseeing and managing the Measure GCC bond program:

- i) A Superintendent/President
- ii) A Vice-President of Administrative Services
- iii) An Executive Director of Facilities

The District anticipates that the PM will report directly to the Superintendent/President and Vice-President as the authorized representatives of the District. However, the District reserves the right to negotiate and finalize communication protocols and District staff involvement in all aspects of the Measure GCC Bond Program with the selected PM. Proposers should clearly also address their preferred communications protocols and procedures for both reporting to and communicating with District staff.

### 3.02 Fee Estimate Range

Proposer must submit a fee proposal in a separate, sealed envelope. The fee proposal shall include hourly rates for anticipated positions within the PM organization structure. The fee proposal should also include an estimate of personnel hours and cost to complete the scope of work. A professional services agreement detailing a final scope of work and not-to-exceed fee shall be negotiated with the successful Proposer.

A Fixed Fee proposal will be based on fully-loaded hourly billing rates for each classification. When providing costs, proposal shall include costs for all required overhead expenses including insurance.

Travel cost from the Program Management Services firm's place of business including time, overhead and related expenditures shall be incorporated into the unit prices for each line item and are not to be identified as separate costs. Program Management Services firms are expected to perform services at the rate amount in the fee proposal regardless of the possibility that staff is drawn from a variety of office locations.

### 3.03 Term

The initial term of the contract will be for three (3) years with additional one-year option to renew, should the District, at its sole discretion, offer the option to renew.

## 4. SCOPE OF REQUIRED SERVICES

Although the full scope of work shall be negotiated in the professional services agreement, PM will be expected to fulfill, at a minimum, the following general PM services as are described in more detail in Exhibit "C" the "Proposed PM Responsibilities" attached hereto:

- a. Develop, plan, coordinate, organize, and manage the Program, including the identification and administration of all tasks related to the planning, development, design and completion of every project to ensure all public funds are maximized and all projects are completed within the allocated scope, budget and schedule.
- b. Develop and maintain a master schedule to manage all project related activities and ensure that the projects will be completed as scheduled.
- c. Develop and maintain a master budget that allows for project and matter budgets and accounting.
- d. Develop and administer a financial management system compatible with the District's accounting system which would facilitate accounting of Program funds, auditing of expenditures, Program and project estimates and budgets, contract payments, a cash management system, and periodic financial reporting.
- e. Coordinate internal and external communication, including but not limited to serving as a liaison between construction managers and college presidents, acting as the District representative to the Division of State Architect (DSA), and advising the District on the phasing of projects.
- f. Assist in the preparation and administration of all requests for proposal, requests for qualifications, front-end documents and general conditions related to the bidding process and the implementation of a prequalification process.
- g. Organize and maintain all records, correspondences, contracts, research analyses and other documents related to design bidding and construction. Such documents are subject to annual external

performance and financial audits as well review by a Citizens' Bond Oversight Committee.

- h. Develop a management information system (MIS), including, but not limited to, assembly of an as-built data base, establishment of procedures to organize exiting files and provide such files in an electronic form, creation of master plans with DSA application numbers shown, assistance in closing outstanding DSA files, and creation of an interactive website that contains current photos and public reports of each project.
- i. Develop a strong, cooperative relationship with the Citizens' Bond Oversight Committee as required by law for all projects funded through Proposition 39 bonds.
- j. Facilitate the selection process for architects and engineers.
- k. Administer the competitively bid construction process.
- l. Provide direct functional and technical supervision of District project managers and indirect supervision over all other professional service providers.
- m. Develop and coordinate safety programs.
- n. Develop and coordinate Program design standards.
- o. Oversee regulatory compliance, including but not limited to local, state and federal permits and environmental compliance.
- p. Develop a policy and procedure manual for Program implementation.
- q. Design, market and implement a contractor outreach program to maximize the pool of qualified contractors and subcontractors for District projects.

## 5. PROPOSAL REQUIREMENTS

### 5.01 General

Each proposal shall include a description of the type, technical experience, background, qualifications and expertise of the Proposer's firm. The description shall show that the firm possesses the demonstrated skills and professional experience to perform the general functions of the Program and fulfill the goals and vision of the District. Proposals shall demonstrate the Proposer's ability to develop and implement a creative approach to program management.

Please note that the District is not looking for construction management services, but seeks a firm which can dedicate the financial and professional resources necessary to provide Program management services.

Should a successful partnership develop between the selected Proposer and the District, the District, at its sole option, may renew its professional services agreement with the Proposer for an additional year(s).

## 5.02 Contents

a. *Executive Summary* (limit: 2 pages)

Provide an overview of the entire proposal describing the general approach or methodology the Proposer will use to meet the goals and fulfill the general functions required in this RFP.

b. *Table of Contents* (limit: 1 page)

c. *Identification of the Proposer* (limit: 1 pages)

- i. Legal name and address of company.
- ii. Legal form of company (corporation, partnership, etc.).
- iii. Address and phone number of the office that will be primarily responsible for providing services for this Proposal.
- iv. California Business License Number.

d. *Staffing Resources* (limit: 2 pages)

i. Firm Staffing and Key Personnel

- (1) Provide total number of professional staff employed by the firm.
- (2) Identify three (3) persons that will be principally responsible for working with the District. Indicate the role and responsibility of each individual. If the Proposer is chosen as a finalist, these principal individuals must attend the interview and in-person presentation. One or more of these individuals will be expected to maintain a working office on District premises.
- (3) Provide brief biographies of individuals that will be working directly with the District.

ii. Subcontractors

Due to the size of this project, it is likely that the Proposer will not have sufficient resources to perform all the functions described in this RFP. As such, the Proposer will likely have to subcontract various functions. The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor/ sub-consultant that is anticipated to perform each function, if known at this time.

e. *Fiscal Stability* (limit: 1 page - not including supporting documentation) The Proposer should provide evidence of corporate stability including:

- i. A current report from any commercial credit rating service such as Dunn and Bradstreet or Experian; or
- ii. A letter from a financial institution stating a current line of credit; and
- iii. Latest audited financial statement and/or annual report that has been certified by a CPA. This information will remain confidential and is not subject to public disclosure.

f. *Experience and Technical Competence* (limit: 5 pages)

i. Experience

- (1) The Proposer shall provide a description of how the Proposer's experience, technical and professional skills will meet the goals and fulfill the general functions identified in this RFP.
- (2) The Proposer shall state the number of years the firm has conducted business. Proposer must have at least four (4) years' experience in providing the required scope of program management services for public clients, preferably school or community college districts. Please provide three references to support the number of years of experience with public clients. Include the name, address, and phone number of each reference.

ii. Project Specific Experience

- (1) The Proposer shall provide a description of the three most relevant PM contracts held by the firm, preferably involving school construction programs from community colleges, K-12 school districts, or four-year colleges and universities, within the last five years, one page per project, to include:
  - a. Role of the firm
  - b. Dollar value of the program
  - c. Dollar value of the PM fee
  - d. Program description
  - e. Staffing
  - f. Duration of program
  - g. Relationship to client
  - h. Contact name, position, entity name, telephone number, fax number and e-mail address for each project.
  
- (2) If any of the following has occurred, please describe in detail:
  - a. Failure to enter into a contract or professional services agreement once selected.
  - b. Withdrawal of a proposal as a result of an error. Termination or failure to complete a contract. Debarment by any municipal, county, state, federal or local agency.
  - c. Involvement in litigation, arbitration or mediation. Conviction of the firm or its principals for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of violating any other federal or state law related to bidding or professional services performance. Knowing concealment of any deficiency in the performance of a prior contract.

- d. Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
- e. Willful disregard for applicable rules, laws or regulations.

Information regarding any of the above may, at the sole discretion of the District, be deemed to indicate an unsatisfactory record of performance.

iii. Technical Competence

- (1) Description of in-house resources (i.e., computer capabilities, software applications, modem protocol, modeling programs, etc.)
- (2) Ability to draw upon multi-disciplinary staff to address the services requested in this RFP.

g. *Proposed Method to Accomplish the Work* (limit: 3 pages)

Describe the technical and management approach to the management partnership with the District. Proposer should take into account the scope of the Program, goals of the District, and general functions required. Include a draft first year schedule of tasks, services, milestones, and deliverables that will provide for timely completion of the first series of

Bond projects most cost effectively. In reviewing the scope of services and goals described in Exhibit "A", the Proposer may identify additional necessary tasks and is invited to bring these to the District's attention within the discussion of its proposed method to accomplish the work.

h. *Insurance* (limit: 1 page - not including supporting documentation)

A letter from insurance company indicating ability to provide insurance. Insurance requirements include the following:

- i. A.M. Best financial rating of no less than A:XV
- ii. Commercial General Liability Insurance: Commercial General Liability Insurance shall be at least as broad as Insurance Services Office General Liability Coverage (Occurrence Form CG 0001.) Three Million Dollars (\$3,000,000) per occurrence

for bodily injury, personal injury and property damage/ Ten Million Dollars (\$10,000,000) aggregate.

- iii. Automobile Liability Insurance: Automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Three Million Dollars (\$3,000,000) for bodily injury and property damage each accident limit.
- iv. Workers' Compensation and Employer's Liability Insurance: The respondent shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof The respondent shall provide employer's liability insurance in the amount of at least One Million Dollars (\$1,000,000) per accident for bodily injury and disease.
- v. Professional Liability Insurance (Errors and Omissions): The respondent shall provide professional liability insurance in the amount of at least Three Million Dollars (\$3,000,000) per claim and Ten Million Dollars (\$10,000,000) aggregate.
- vi. All insurance will be in a form and with insurance companies acceptable to the District.
- vii. Insurance carriers shall be qualified to do business in California and maintain an agent for process within the state.
- viii. Indicate current value of all work the respondent has under contract.
- ix. Indicate current worker's compensation experience modification ratio (EMR).
- x. All insurance policies shall provide that the insurance coverage shall not be cancelled or reduced by the insurance carrier without thirty (30) days prior written notice to the District. Proposer agrees that it will not cancel or reduce said insurance coverage.
- xi. Proposer agrees that if it does not keep the aforesaid insurance in full force and effect, District may either immediately terminate this agreement or, if insurance is available at a reasonable cost, District may purchase

necessary insurance and pay, at Proposer's expense, the premium thereon.

- xii. At all times during the term of the agreement, Proposer shall maintain on file with the District a certificate of insurance, on the form provided by the District, showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the District as an additional insured (except for the workers compensation and professional liability policies), providing that the policies cannot be cancelled or reduced, except on thirty (30) days written notice to the District, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions set forth in this agreement. Proposer shall promptly file with the District Clerk such certificate or certificates.
- xiii. The insurance provided by the Proposer shall be primary to any coverage available to the District. The insurance policies (other than workers compensation) shall include provisions for waiver of subrogation.

THE SUBMISSION OF A PROPOSAL INDICATES THAT THE PROPOSER SHALL PROVIDE THE ABOVE ENUMERATED INSURANCE REQUIREMENTS IF SELECTED.

i. *Litigation* (limit: 1 page)

Provide litigation history for any claims filed by your firm or against your firm related to the provision of program or project or construction management services in the last five (5) years.

j. *Other Information* (limit: 1 page)

This section shall contain all other pertinent information regarding the following:

- (1) Demonstration of record of staffing tasks efficiently and completing projects on time and within the allocated budget.
- (2) Description of community involvement.
- (3) Description of any previous involvement with the District.

k. *Appendices* (limit: none)

## 6. PRE-SUBMITTAL ACTIVITIES

### 6.01 Letter of Interest

Proposer must submit a notification of its interest to the District contact person identified in Section 6.02 below, by the date given in Section 9 of this RFP (the Schedule of Events). Proposers that fail to submit a Letter of Interest will be removed from the Proposer's List. Removal from the Proposer's List will not preclude a vendor from submitting a proposal; however, such firms must contact the District prior to submission of a proposal to ensure responsiveness.

### 6.02 Questions Concerning Request for Proposal

All questions, interpretations or clarifications, either administrative or technical must be requested in writing via email and directed to:

Attn: Sharlene Coleal, Vice-President Administrative Services  
[scoleal@glendale.edu](mailto:scoleal@glendale.edu)  
Subject: RFP NO. 25-1 Clarification Request

All written questions will be answered in writing and conveyed to all firms on the Proposer's List. Oral statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by the scheduled date given in Section 9 of this RFP (the Schedule of Events).

### 6.03 Pre-proposal Meeting

It is recommended that each Proposer attend the pre-proposal meeting to be held on June 30, 2025, from 2:00-4:00 pm in Room AD 232G located 1500 N Verdugo Rd, Glendale, CA 91208. Failure to attend this meeting will not preclude a firm from submitting a proposal. However, attendance at the pre-proposal meeting is highly recommended to ensure the Proposer understands the full scope of the Program and services requested.

### 6.04 Revision to the Request for Proposal

The District reserves the right to revise the RFP until the date specified in Section 9 of this RFP (the Schedule of Events). Revisions to the RFP shall be mailed to all Proposers that have timely submitted a Letter of Interest. The District expressly reserves the right to extend the date by which proposals are due.

## 7. SUBMITTAL REQUIREMENTS

### 7.01 General

It is strongly recommended that the Proposer submit proposals in the format identified in this section to allow the District to fully evaluate and compare the proposal. All requirements and questions in the RFP should be addressed and all requested data shall be supplied. The District reserves the right to request additional information which, in the District's opinion is necessary to assure that the Proposer's competence, number of qualified employees, business organization and financial resources are adequate to perform according to contract.

### 7.02 Preparation

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Proposer's demonstrated capability to perform work of this type. Expensive bindings and promotional materials, etc., are not necessary or desired. However, technical literature that supports the Program approach and work plan should be forwarded as part of the Proposer. Emphasis should be concentrated on completeness, approach to the work and clarity of proposal.

### 7.03 Format

Proposals shall adhere to this required format for organization and content. Proposal must be divided into the individual sections and organized as follows:

- a. Executive Summary: This section shall include a response to Section 5.02 (a). (2 pages)
- b. Table of Contents: Provide a table of contents referencing section headings and page numbers. (1 page)
- c. Identification of the Proposer: This section shall include a response to Section 5.02 (c). (1 page)
- d. Staffing Resources: This section shall include a response to Section 5.02 (d). (2 pages)
- e. Fiscal Stability: This section shall include a response to Section 5.02 (e). (1 page)
- f. Experience and Technical Competence: This section shall include a response to Section 5.02 (f). (5 pages)

- g. Proposed Method to Accomplish Work: This section shall include a response to Section 5.02 (g). (3 pages)
- h. Insurance: This section shall include a response to Section 5.02 (h). (1 page)
- i. Litigation: This section shall include a response to Section 5.02 (i). (1 page)
- j. Other Information: This section shall include a response to Section 5.02 (j). (1 page)
- k. Appendices: This section shall provide supporting documents specified in the RFP. (No limit)
- l. The following Exhibits are required to be included in your proposal:
  - i. Exhibit A – Factors Critical to Success – Overall Goal
  - ii. Exhibit B – Ballot Measure & Project List
  - iii. Exhibit C – Proposed Program Manager Job Responsibilities
  - iv. Exhibit D – RFP Signature Form
  - v. Exhibit E - Non-Collusion Declaration
  - vi. Exhibit F - Hold Harmless Agreement
  - vii. Exhibit G - Conflict of Interest Certification
  - viii. Exhibit H - Proposer Representation and Certification Agreement
  - ix. Exhibit I – Authorization to Release Information
  - x. Exhibit J – Non-Discrimination Declaration
  - xi. Exhibit K - Confidentiality Agreement
  - xii. Exhibit L – Program Management & Advisory Services Agreement

Tabs should be provided for each of the sections listed above. The RFP shall not exceed 18 pages excluding front and back covers, tabs, appendices and supporting documentation.

The proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Proposer.

#### 7.04 Date, Time and Place of Submission

The proposal must be received no later than 1:00:00 p.m. on July 22, 2025, at the office of:

Attn: Sharlene Coleal, Vice President Administrative Services  
c/o: Glendale Community College – Verdugo Campus  
1500 N Verdugo Rd, AD114  
Glendale, CA 91208

Submission of proposals by facsimile or e-mail is not acceptable. The Proposer is entirely responsible for the means of delivering the proposal to the appropriate office on time. Delays due to internal routing of misdirected proposals or due to verbal directions given by District staff shall be the responsibility of the Proposer. The proposal must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

Modifications of proposals received after the deadline specified in this section will not be considered.

#### 7.05 Number of Copies

One (1) unbound original and five (5) copies of proposal shall be submitted to the District contact person identified in Section 7.04.

#### 7.06 Packet Submission

Proposals shall be submitted in sealed packages with the following information clearly marked on the outside of the package:

- a. Name of Proposer
- b. Package Number
- c. Sealed Cost Estimate (in separate, sealed envelope)

### 8. EVALUATION AND AWARD OF CONTRACT

#### 8.01 Responsiveness to RFP

All proposals shall be reviewed to verify that the Proposer has met the minimum requirements of the RFP. Proposers are encouraged to follow the format of the RFP in order to facilitate District review.

8.02 Evaluation and Award of Contract

It is the District’s intent to select a firm best evidencing demonstrated competence and professional qualification to perform the described services. The District reserves the right to reject all proposals, select by proposal review only or interview as needed. After the written submissions,(3-5) of the highest ranked firms may be selected to make a brief presentation and oral interview after which a final selection will be made. All firms invited for an interview will be provided a detailed notice inviting them to the interview and providing further instructions regarding the interview process and scoring of the interview. The scoring on the written proposals will not carry over to the interview and the interview will be independently scored. Upon selection of a firm after the interview, the District will endeavor to negotiate a mutually agreeable professional services agreement with the selected firm. In the event that the District is unable to reach agreement with the first selected firm, the District will proceed, at its sole discretion, to negotiate with the next firm selected by the District. The District reserves the right to contract for services in the manner that most benefits the District including awarding more than one contract if desired.

8.03 The ranking of the written proposals will be based on the pre-established scoring methodology set forth below:

EVALUATION CRITERIA	MAXIMUM SCORING
Executive Summary: This section shall include a response to Section 5.02 (a). (2 pages)	50
Table of Contents: Provide a table of contents referencing section headings and page numbers. (1 page)	25
Identification of the Proposer: This section shall include a response to Section 5.02 (c). (1 page)	25
Staffing Resources: This section shall include a response to Section 5.02 (d). (2 pages)	100
Fiscal Stability: This section shall include a response to Section 5.02 (e). (1 page)	100
Experience and Technical Competence: This section shall include a response to Section 5.02 (f). (5 pages)	300

EVALUATION CRITERIA	MAXIMUM SCORING
Proposed Method to Accomplish Work: This section shall include a response to Section 5.02 (g). (3 pages)	200
Insurance: This section shall include a response to Section 5.02 (h). (1 page)	50
Litigation: This section shall include a response to Section 5.02 (i). (1 page)	50
Overall Quality of Proposal	100
<b>Total Points Available</b>	<b>1000</b>

9. SCHEDULE OF EVENTS

The District anticipates the following time line for the process of selecting a PM:

ACTION	DATE
Release of Request for Proposal	June 23, 2025
Recommended Pre-proposal Meeting Location: Room AD 232G	June 30, 2025 2:00-4:00 p.m.
Deadline for Submission of Letter of Interest submitted via email to <a href="#">Sharlene Coleal</a> on or before 4:30:00 pm	July 3, 2025
Last Day to Submit Questions for Clarification to the District via email to <a href="#">Sharlene Coleal</a> on or before 4:30:00 pm	July 10, 2025
Clarifications Issued by District via email on or before 4:30:00 pm	July 15, 2025
Deadline for Receipt of Proposals submitted on or before 1:00:00 pm	July 22, 2025
Notification of Finalist(s)	July 25, 2025

ACTION	DATE
Interview of Finalist(s)	Week of August 4, 2025
Notification of Intent to Award	Week of August 4, 2025
Award/Authorization to Negotiate Contract - Board of Trustees	August 12, 2025

10. GENERAL PROVISIONS

10.01 Additional Services

The District may elect, at any time, to amend any contract awarded hereunder to require the selected firm to provide additional services. In this case, the selected firm and the District will agree mutually on the scope and fees associated with any additional services.

10.02 Addenda

The District may modify this RFP or any of its deadline dates set forth in Section 9 of the RFP prior to the date fixed for submission of proposals by issuance of an addendum to all firms who have submitted a Letter of Interest within the required timeline.

10.03 Alternative Proposals

Only one final proposal is to be submitted by each Proposer. Multiple proposals will result in rejection of all proposals submitted by the Proposer.

10.04 Withdrawal of RFP

The Proposer may withdraw its RFP submitting a written or facsimile request signed by the Proposer's authorized representative, prior to the time and date specified for proposal submission to the contact person identified above in Section 6.02.

Proposals may be withdrawn and resubmitted in the same manner if done so before the proposal submission deadline. Withdrawal or modification offered in any other manner will not be considered.

10.05 Reservations

The District reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP.

The District may reject any or all proposals and may waive any immaterial deviation in a proposal. The District's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Proposer from compliance with the other provisions of this RFP.

#### 10.06 Disposition of Proposals

Proposals become the property of the District and may be returned only at the District's option and at the Proposer's expense. Information, excluding Proposer's financial information, contained therein shall become public documents subject to the Public Records Act.

#### 10.07 Non-Discrimination

The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.

#### 10.08 Prevailing Wages

Proposers are aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public work" and "maintenance" projects. The Proposer must agree to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws to the extent applicable.

## Exhibit “A”

### FACTORS CRITICAL TO SUCCESS – OVERALL GOAL

Factors critical to a successful Program Manager - District partnership:

- a. The successful blending of the PM’s delegated authority to act on behalf of the District with the District’s non-delegable responsibility for compliance with a variety of laws, statutes, regulations and other control/oversight directives and dictates.
- b. The successful reconciliation of the collegial and participative culture of the District with the necessity of effectively and efficiently keeping all projects within scope, within budget and on schedule.

### PROGRAM MANAGEMENT GOALS

Preliminary PM goals for the first year:

#### First 3 months:

- Study and learn about the District, the culture, the people, the projects
- Identify and install the on-site Program Manager in Charge and other required staff in a staffing plan (“Staffing Plan”) to be approved by the District and incorporated into the Program Management Agreement (“PM Agreement”)
- Complete Program Phasing Plan - specific milestones and responsible parties for each step
- Complete Program Funding Plan
- Assist the District in preparing agenda and all necessary documents for formation and establishment of Citizens’ Bond Oversight Committee
- Identify the immediate start projects and take responsibility for managing their progress, including commencement of the next procurement/contracting steps for the three priority projects identified in the RFP, (1) IBCC, (2) Sound Stage, and (3) Auditorium (collectively, “Immediate Start Projects”)
- Development of recommendations for total program and management structure
- Establish preliminary guidelines for Bidding, Contracts, and CM services
- Quickly become the invaluable and trusted right hand to the District for all matter related to the capital construction program
- Finalize first year PM goals for incorporation into PM Agreement

#### First 6 months:

- Continuation of management of Immediate Start projects
- Completion of program and project management structure and approved Staffing Plan
- Implementation of Staffing Plan structure
- Design of operating and interface systems with existing District software/systems
- Activate project committees/user groups for projects in consultation with the District
- Activate informational web page in consultation with the District
- Initiate a public information plan for internal external users in consultation with the District

First 9 months:

- Implementation of operating systems in consultation with the District for scheduling and completing:
  - Procurement/Bidding
  - Contracting
- Begin construction of the projects
- Demonstrate well-managed and controlled expenditure of funds for visible projects

First 12 months:

- All structures, systems, procedures, staff in place for total program management The partnership is a success and the Program Management Contract is renewed
- The Governing Board agrees that the Program is being efficiently and effectively managed
- The Oversight Committee agrees that the Program is being efficiently and effectively managed

**Exhibit “B”**

**[INSERT BALLOT MEASURE & PROJECT LIST]**

## Exhibit “C”

### PROPOSED PROGRAM MANAGER JOB RESPONSIBILITIES

1. BASIC SERVICES & SCOPE GUIDELINES:

The District Business & Financial Services and Facilities Planning & Development are structured and will be structured to administer and oversee different tasks for the District local general obligation construction bond program

However, the District is seeking a Program Management Support and Advisory Services to support the District in the following tasks:

- 1.01 Integrated Planning Management & Decision-Making Process: This involves identifying, defining, coordinating, and unifying the actions of various program participants, including college administration, students, staff, maintenance and operations, Information Technology, architects, construction managers, contractors, and consultants. These stakeholders collaborate to achieve the goals set by District and College decision-makers.
- a. Facilities Planning & Development (FPD) is responsible for assessing, making recommendations, reviewing with the District constituents, obtaining approval, and revising the District bond program’s standard operating procedures (SOP) as necessary.
  - b. Program Management Support & Advisory Services (PgM-SAS) is required to assist the District in developing and recommending an overarching Standard Operating Procedure (SOP) and Program Management Plan (PMP) for the District construction bond program, ensuring consistency, efficiency, and seamless integration with the Project Management Information System (PMIS) and overall project workflow.
    - i. Procurement, Contract Management and Administration: This involves the preparation, administration, and coordination of all bond program procurement activities, including but not limited to requests for qualifications (RFQs), requests for proposals (RFPs), construction services prequalification, competitive negotiations, on-call services, purchase orders, bidding, contract awards, post-award submittals, bid/proposal evaluations, contractor performance, insurance compliance, payment and stop payment notice bond reviews, contract

execution, invoice and payment application review, contract audits, and document control management.

- ii. Facilities Planning & Development (FPD) is responsible for leading and coordinating construction project procurement efforts in collaboration with the District Purchasing Department for the bond program. This includes procurement related to construction bids, furniture, fixtures, and equipment (FF&E), AV/IT, and services, as well as assessing, refining, and implementing improvements to existing document control management systems.

1.02 Program Management Support & Advisory Services (PgM-SAS) responsibilities:

- a. Support the District in developing procurement documents, scopes of work, Requests for Qualifications (RFQs), Requests for Proposals (RFPs), construction services prequalification, competitive negotiation recommendations, and other procurement strategies for different project vendors to align with various project delivery methods.
- b. Advise the District on various project delivery methods, such as design-build, progressive design-build, and CM@R, for specific projects and new site developments. The goal is to expedite project delivery and minimize risk for the District. This includes training district staff, aid in the preparing of procurement and contract documents, and developing negotiation strategies to enhance project outcomes.
- c. Planning and Design Management: It refers to the complete and comprehensive oversight, coordination, and management at the program level of planning and design activities for new and revised College Projects, including, without limitation, third-party professional service providers, existing facility and building systems assessments, building program evaluation, DSA interface, infrastructure program, constructability reviews, value engineering reviews, cost estimating, development and enforcement of District and/or College design standards, development and enforcement of the Owner Project Requirements (OPR), hazardous materials surveys, and achievement of goals related to sustainability and certifications and energy savings, setting the path for Net-Zero Energy campuses, basis of design, utilities incentives, total costs of ownership, pre-purchases, acquisition and distribution of furniture, fixtures, and equipment, technology requirements, phasing, maintenance and operation, accessibility, utilities relocation and

expansion, temporary facilities, development colleges site logistical plans, and related scheduling.

- i. Facilities Planning & Development (FPD) is responsible for the Planning & Design Management services throughout the District's capital improvement plan/ capital outlay program.
- ii. Program Management Support & Advisory Services (PgM-SAS) responsibilities:
  - d. Assist the district in developing a comprehensive system at the program level for managing all aspects of the planning and design process in conjunction with, and under the direction of, the District's Facilities Planning & Development Department. The PgM-SAS is expected to develop a realistic comprehensive logistical plan, schedule milestones, and create a budget and management plan to deliver the bond projects for the District.
  - e. Assist the District with planning and design services for multiple high priority projects: state funded, secondary effects and other related Infrastructure improvements.

1.03 Long-Term Capital Facilities Program's planning initiatives:

- a. Support the District in updating the Owner Program Requirements (OPR), District Standards, and Colleges Design Guidelines to align with current best practices and project needs.
- b. Assist in project scoping, procurement, and development of a college-wide Accessibility Transition Plan and Wayfinding Program to enhance campus navigation and ADA compliance.
- c. Support the District in project scoping, procurement, and development of a college-wide underground mapping and infrastructure program covering IT, water, electric, gas, sewer, stormwater, and other essential systems.
- d. Assist in project scoping, procurement, and development of college-wide aerial topography mapping and survey to provide accurate site data for future planning and construction projects.
- e. Support the District in project scoping, procurement, and development of a capital facilities safety and security plan, ensuring best practices in campus safety, emergency preparedness, and security infrastructure.

- 1.04 Program Controls & Reporting: It refers to document preparation, implementation, and monitoring of a program-wide system of controls. This includes, without limitation, financial documentation such as contracts, purchase orders, change orders, and professional service amendments, cash flow projections, encumbrances, expenditures, and budget reconciliation, fiscal and financial controls and reporting, and the processing and review of accounts payable activities. The Project Control must address the:
- a. Quality Assurance/Quality Control: It refers to the establishment, implementation, and monitoring of a comprehensive program for ensuring that all aspects of the Bond Program, including, without limitation, program management, project design, project procurement, project construction, and project close-out are administered in a manner that reflects best practices and achievement of specific performance metrics.
  - b. Risk Management: It refers to managing risk through insurance and bonding. This activity includes a process for continuously and proactively anticipating, identifying, tracking, assessing, monitoring, and mitigating risk (e.g., alternate project delivery methods, joint use of facilities, bid strategies) and specific approaches targeted at risks.
    - i. Facilities Planning & Development (FPD) is responsible for the overall program controls/reporting, quality assurance and risk program management.
    - ii. Program Management Support & Advisory Services (PgM-SAS) responsibilities:
      - (1) Assist the District in developing and administering a comprehensive set of procedures and workflow.
      - (2) Support the District in the planning, acquisition, and implementation of a robust Project Management Information System (PMIS) to enhance workflow, efficiency, and project tracking across all bond-funded initiatives.
  - c. Construction Outreach: This is aimed at positioning a district as a "client of choice" in a strategic effort to elevate the district's reputation and appeal to contractors, architects, and other service providers. This type of outreach emphasizes creating an environment of trust, transparency, and long-term partnership. It's about ensuring that the district is seen as an attractive and reliable entity to work with, especially when it comes to large-scale construction or renovation projects funded by bond measures in a highly competitive market.

- i. The Facilities Planning & Development (FPD) and Business & Financial Services (BFS) departments lead in driving and managing the outreach efforts for the District's construction bond program.
  - ii. Program Management Support & Advisory Services (PgM-SAS) responsibilities:
  - iii. Advise the District on strategies to enhance market competition and attract top-tier firms.
  - iv. Provide recommendations on best practices for engaging with industry professionals.
  - v. Assist the District in developing outreach initiatives, such as industry networking events, pre-bid conferences, and informational sessions.
  - vi. Identify and mitigate barriers to contractor participation, ensuring an inclusive and competitive bidding process.
- d. Project or Construction Management (CM) Coordination: Effective Construction Management (CM) Coordination involves preparing, implementing, and continuously monitoring the performance of Construction Managers to ensure successful project execution.
- i. Facilities Planning & Development (FPD) is the lead in overseeing and managing the Construction Management (CM) efforts across all bond projects, including the procurement of construction management services.
  - ii. Program Management Support & Advisory Services (PgM-SAS) responsibilities:
  - iii. Assist the District in developing and enforcing a program-wide Construction Management Plan (CMP) that includes: Standardized procedures, workflows, and reporting structures; appropriate forms and templates for efficient project documentation; clear roles and responsibilities for Construction Managers; Performance monitoring to ensure compliance with project timelines, budgets, and quality standards and accountability.
  - iv. Support the District in aligning CM efforts with the overall Project Management Information System (PMIS) and program goals.

**Exhibit D**  
**RFP SIGNATURE FORM**

In compliance with this Request for Proposals, the undersigned officer acknowledges that I have read and understand all the conditions imposed herein and agree to furnish the services in accordance with the attached RFP or as mutually agreed upon by subsequent negotiation.

COMPANY NAME

\_\_\_\_\_

AUTHORIZED SIGNATURE

\_\_\_\_\_

NAME OF AUTHORIZED SIGNER

\_\_\_\_\_

TITLE

\_\_\_\_\_

ADDRESS

\_\_\_\_\_

CITY

\_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

Number of Addenda received, acknowledged and incorporated into this RFP:

Addendum	Date

**Exhibit E**  
**NON-COLLUSION DECLARATION**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing Proposal.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or to refrain from proposing. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal Price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal Price, or of that of any other Proposer. All statements contained in the Proposal are true. The Proposer has not, directly or indirectly, submitted his or her Proposal Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

Name of Proposer \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

## Exhibit F

### HOLD HARMLESS AGREEMENT

Pursuant to Public Contract Code section 20103.6, the DISTRICT requires the PROPOSER to indemnify and hold the DISTRICT harmless from certain liability as set forth in the Program Management Services Agreement attached to this RFQ/P and as set forth below.

To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold the DISTRICT harmless from all liability arising out of:

1. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subcontractor's employees arising out of CONSULTANT's work under this AGREEMENT; and

2. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify, defend and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents, or independent Construction Managers who are directly employed by the DISTRICT. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence Section c below) that may be brought or instituted against the DISTRICT, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof. Any costs to defend under this Section b shall not exceed the CONSULTANT's proportionate percentage of fault; and

3. Professional Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm, or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off

DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the CONSULTANT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT, and such fees and costs shall not exceed the CONSULTANT's proportionate percentage of fault.

**SUBMITTED BY:**

COMPANY \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

\_\_\_\_\_

NAME: \_\_\_\_\_ NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

*In accordance with the Corporations Code of California, any contract entered into by any corporation with Glendale Community College District shall be signed by two officers of the corporation: the president/CEO or any vice president AND the secretary or the treasurer/CFO or any assistant treasurer. If bidder is a corporation, and signer is not an officer, attach certified copy of by-laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach power of attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.*

**Exhibit G**

**CONFLICT OF INTEREST CERTIFICATION**

The undersigned Proposer hereby certifies that:

1. No officer, director, agent, employee, or affiliate of the Proposer has, and none of the Sub-Consultants that Proposer contemplates retaining to perform the services covered by the RFQ/RFP have, a financial interest in any Consultant or contractor currently under agreement to perform work or services for any of its Consultants or Sub-Consultants, the District or any of the District's colleges, excepting the following firms:

---

2. No officer, director, agent, employee, or affiliate of the Proposer has received or given, and none of the Sub-Consultants that Proposer contemplates retaining to perform the services covered by the RFQ/RFP have received or given, either directly or indirectly through an intermediary, any gift or gratuity to any Consultant or contractor currently under agreement to perform work or services for any of its Consultants or Sub-Consultants, the District or any of the District's colleges, except for the following:

---

3. No officer, director, agent, employee, or affiliate of the Proposer has, and none of the Sub-Consultants that Proposer contemplates retaining to perform the services covered by the RFQ/RFP have any affiliation or business relationship with any of its consultants or Sub-Consultants, the District or any of the District's colleges, or of any Consultant or contractor retained by the District, who makes recommendations to the District with respect to the expenditure of money, except for the following affiliation or business relationship:

---

4. No officer, director, agent, employee, or affiliate of the Proposer has, and none of the Sub-Consultants that Proposer contemplates retaining to perform the services covered by the RFQ/RFP have any affiliation or business relationship with any of its Consultants or Sub-Consultants, the District or any of the District's colleges, except for the following affiliation or business relationship:

---

5. No portion of the services covered by the Proposer's SOQ and proposal is anticipated to be performed by a person or entity that is already providing, or that Proposer has reason to believe may provide in the future, services, advice, or consultation to (1) the District or any of its colleges in connection with the District's Bond Program, (2)

any Consultant or contractor retained by the District in connection with the District's Bond Program, or (3) any sub-consultant or subcontractor of any consultant or contractor retained by District, except for the following:

---

6. The Proposer does not know of any other circumstances, not described above, that create or could be reasonably interpreted as creating, a conflict of interest, except for the following:

---

7. The Proposer agrees to assume continuing duty to disclose to the District any circumstances that may arise in the future within the scope of the requests for disclosure of conflicts of interests stated above.

PROPOSER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## Exhibit H

### PROPOSER REPRESENTATION AND CERTIFICATION AGREEMENT

*Without limitation on any other statements or representations made by the Proposer (or Team Member) as part of its participation in the RFQ/P for the Project, each Proposer who submits a Proposal in response to this RFQ/P is deemed to have made the following representations to the District:*

1. Proposer represents that its Application/Proposal fully complies with the requirements of the RFQ/P;
2. Proposer represents that all of the statements and representations made, or incorporated by reference, by Proposer in its Proposal, or in the attachments or exhibits submitted with its Proposal, are true, correct and materially complete;
3. Proposer represents those matters stated in the Proposal are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters, I believe them to be true;
4. Proposer represents that it attended the Mandatory Pre-Submittal Conference and/or Job Walk (if applicable);
5. Proposer represents that each person who signed a document that is included in the Proposer's Proposal was at the time of signing, and for the duration of Proposer's participation in the RFQ/P process provided for in these Instructions shall remain, authorized to so sign on behalf of and to bind the Proposer;
6. If the Proposer is a corporation, limited liability company, or limited partnership, Proposer represents that it is, and for the duration of Proposer's participation in the RFQ/P process provided for by these Instructions shall remain, registered with the Office of the Secretary of State for the State of California and authorized under Applicable Laws to business in the State of California with a legal status determined by said Office of the Secretary of State of "active and in good standing";
7. Proposer represents that it possesses at the time of submission of its Proposal, and shall possess for the duration of Proposer's participation in the RFQ/P process provided for by these Instructions, all licenses that it is required to hold under the provisions of these Instructions and/or that it is required to hold under applicable laws in order to perform the services and work contemplated by the RFQ/P;
8. Proposer represents that it is, and at all times during its participation in the qualification process shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well any similar provisions of applicable laws setting forth proscriptions or penalties relating to the employment or hiring of undocumented aliens;

9. Proposer, being familiar with California Government Code §§1090 et. seq. and §§ 87100 et seq., represents that it does not know of any facts occurring in connection with the Proposer's preparation for, or participation in, the herein described RFQ/P process that constitute a violation thereof and has disclosed to District in "Attachment 7 - Conflict of Interest Certification" any possible interests, direct or indirect, which Proposer believes any official, officer, agent, District or any of its Colleges, or any department thereof, has that might cause such official, officer, agent, or employee to be "financially interested" (as that term is defined the aforesaid statutes) in any decision made by District in connection with the RFQ/P process that is the subject of these Instructions;
  
10. For projects over \$1 Million, in accordance with Public Contract Code section 2204 (a), the Proposer certifies and represents that at the time its Proposal is submitted, the Proposer is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision; (b) of Public Contract Code section 2202.5, as applicable. Proposers are cautioned that making a false certification and representation may subject the Proposer to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Proposer agrees that submission of its Proposals shall constitute Proposer's certification and representation as aforesaid; and

*The undersigned Proposer hereby certifies:*

1. The Proposer knows of facts that would materially impair its financial ability to perform the Scope of Services.  

Yes                       No
  
2. The Proposer lacks sufficient liquid assets to pay its debts as and when they fall due.  

Yes                       No

**PROPOSERS ARE ADVISED THAT LEAVING A QUESTION UNANSWERED OR PROVIDING A "YES" ANSWER TO ANY OF THE FOREGOING QUESTIONS CONSTITUTES GROUNDS FOR THE DISTRICT TO DISQUALIFY THE PROPOSER.**

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

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Signature of Proposer (if individual) or its Officer

\_\_\_\_\_  
Typed Name of Person Signing

\_\_\_\_\_  
Office or Title

**Exhibit I**

**AUTHORIZATION TO RELEASE INFORMATION**

The undersigned Proposer, for itself and for its consultants, contractors, sub-consultants and/or subcontractors, hereby authorizes and consents to the District, acting on behalf of the District, in obtaining information from third parties, including, but not limited to any individual(s) or individual representative(s) of any firm(s), entity(ies) or organization(s) listed in the Proposal, for the purpose of verifying the information provided by the Proposer or for any other purpose related to the evaluation of Proposer's qualifications and/or the qualifications of its consultants, contractors, sub-consultants and/or subcontractors. Proposer recognizes that to ensure the effectiveness of the RFQ/P process, such individuals must be able to speak frankly and openly. Accordingly, Proposer, for itself and for its consultants, contractors, sub-consultants and/or subcontractors, hereby fully and unconditionally provides authority to such third parties and hereby also releases and discharges such third parties, and the firms, entities and organizations they represent, from any claim or liability relating to information provided by it/him/her/them to the District and/or in connection with the processing, investigation and evaluation by District and the it representatives of the Proposer's Proposal.

Proposer hereby certifies that all of its consultants, contractors, sub-consultants and/or subcontractors have read this Authorization to Release Information and Proposer's signature below represents its and its consultants, contractors, sub-consultants, and/or subcontractors, full agreement to the same.

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Exhibit J**

**NON-DISCRIMINATION DECLARATION**

Proposer hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Proposer shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
[Signature of Proposer (if individual) or its Officer]

\_\_\_\_\_  
[Typed Name of Person Signing]

\_\_\_\_\_  
[Office or Title]

**Exhibit K**

**CONFIDENTIALITY AGREEMENT**

The undersigned, a duly authorized officer of \_\_\_\_\_  
\_\_\_\_\_; [Enter name on the line above of the Proposer as applicable] has the duly delegated authority to execute and contractually bind the below-named signatory to this Confidentiality Agreement, and does hereby represent, warrant, and agree that: (1) any and all financial, statistical, personal, technical, or other data and information that is designated confidential by the District and made available to any of the foregoing, and the content of any or all verbal discussions or negotiations between with the District concerning the terms or other content of a SOQ, bid, proposal, or other offer, submitted to the District (collectively, "Confidential Information") shall be kept in strictest confidence and no disclosure of any part of the Confidential Information shall be made to anyone other than authorized employees, agents, representatives, contractors, subcontractors, consultants, or sub-consultants having a need to know the Confidential Information in order to assist the Proposer in preparing its SOQ, bid, proposal, or other offer; (2) Proposer and the other signatories hereto, shall take all necessary steps to ensure that the Confidential Information is not disclosed by any employees, agents, representatives, contractors, subcontractors, consultants, or sub-consultants having a need to know the Confidential Information employed or retained by the Proposer, including, without limitation, requiring each such employee, agent, representative, contractors, subcontractors, consultants, or sub-consultants to execute a written agreement, substantially similar in form to this Confidentiality Agreement, promising to protect the Confidential Information from disclosure; and (3) the signatories shall, if requested by District, return to the District the originals and all copies of the Confidential Information, as well as any notes, summaries or other writings reflecting the content of Confidential Information, within five (5) calendar days of request by District.

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

\_\_\_\_\_  
Name of Proposer or Team Member Firm

\_\_\_\_\_  
[Signature of Proposer (if individual) or its Officer]

\_\_\_\_\_  
[Typed Name of Person Signing]

\_\_\_\_\_  
[Office or Title]

**Exhibit L**

**PROGRAM MANAGEMENT & ADVISORY SERVICES AGREEMENT**

This AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_ in the year 2025 by and between the GLENDALE COMMUNITY COLLEGE, hereinafter referred to as "DISTRICT," and \_\_\_\_\_, hereinafter referred to as "CONSULTANT." This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the CONSULTANT are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES." This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain specialized consultant services for the \_\_\_\_\_, hereinafter collectively referred to as the "PROJECT"; and

WHEREAS, CONSULTANT is fully licensed to provide these specialized consultant services in conformity with the laws of the State of California;

NOW, THEREFORE, the PARTIES hereto agree as follows:

**ARTICLE I**

**SCOPE AND SERVICES AND RESPONSIBILITIES**

1. Services to be Provided by the CONSULTANT. The CONSULTANT shall provide to the DISTRICT on the terms set forth herein all the services articulated in the CONSULTANT's proposal which is attached hereto and incorporated herein as EXHIBIT "A" (the "CONSULTANT's WORK PLAN"). Where the CONSULTANT's WORK PLAN consists of a proposal or quote submitted in response to a Request for Proposals ("RFP") from the DISTRICT, the CONSULTANT's WORK PLAN shall be considered to include the DISTRICT's RFP. The DISTRICT and CONSULTANT expressly agree to incorporate the terms and conditions of the DISTRICT's RFP into this AGREEMENT by this reference and the PARTIES understand that the RFP shall constitute a binding part this AGREEMENT. In the event of a discrepancy, inconsistency, or other difference between the terms of the RFP or the CONSULTANT's WORK PLAN with this AGREEMENT, the PARTIES agree that the terms of this AGREEMENT shall govern and control.

2. Classification: To the extent it is determined under applicable law that CONSULTANT fails to meet the statutory prerequisites for classification as a professional expert operating under a personal services agreement, CONSULTANT resigns any and all rights and privileges derived from this AGREEMENT and any resulting relationship, which resignation is deemed accepted under such circumstances by the DISTRICT.

3. Contract Term. The effective period of this AGREEMENT is to be through \_\_\_\_\_.

4. CONSULTANT's Certifications, Representations and Warranties. CONSULTANT makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT's engagement hereunder:

a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.

b. CONSULTANT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws.

c. The CONSULTANT will perform its services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The CONSULTANT will furnish, at its expense, those services that are set forth in this AGREEMENT and EXHIBIT "A" and represents that the services set forth in said EXHIBIT are within the technical and professional areas of expertise of the CONSULTANT or any subconsultant the CONSULTANT has engaged or will engage to perform the service(s). The DISTRICT shall request in writing if the DISTRICT desires the CONSULTANT to provide services in addition to, or different from, the services described in EXHIBIT "A". The CONSULTANT shall advise the DISTRICT in writing of any services that, in the CONSULTANT's opinion, lie outside of the technical and professional expertise of the CONSULTANT.

5. CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. Services under this AGREEMENT shall be performed only by competent personnel under this supervision of and/or in the employment of the CONSULTANT. CONSULTANT shall conform to DISTRICT's reasonable requests regarding assignment of personnel. All personnel, including those assigned at DISTRICT's request, shall be supervised by CONSULTANT.

6. CONSULTANT shall not change any of the key personnel without prior written approval by the DISTRICT, unless said personnel cease to be employed by CONSULTANT. In either case, DISTRICT shall be allowed to interview and approve replacement personnel. CONSULTANT agrees that reassignment of any of the listed personnel during the AGREEMENT period shall only be with other professional personnel who have equivalent experience and shall require prior consultation and written approval by the DISTRICT. Any costs associated with reassignment of personnel shall be borne

exclusively by CONSULTANT and CONSULTANT shall not charge the DISTRICT for the cost of training or “bringing up to speed” replacement personnel. If any designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT shall immediately remove that person from the PROJECT and provide a temporary replacement. CONSULTANT shall within thirty (30) work days, provide a permanent replacement person acceptable to the DISTRICT. DISTRICT may condition its approval of replacement personnel upon a reasonable transition period wherein new personnel will learn the PROJECT and get “up to speed” at CONSULTANT’s cost.

7. CONSULTANT represents that the CONSULTANT has no existing interest and will not acquire any interest, direct or indirect, which would create a conflict of interest in violation of any applicable laws, and that no person having any such interest shall be employed by CONSULTANT.

**ARTICLE II  
COMPENSATION TO THE CONSULTANT**

1. The DISTRICT shall compensate the CONSULTANT as follows:

a. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in EXHIBIT “A” for the services performed pursuant to this AGREEMENT. In no event shall the total payment \_\_\_\_\_ to \_\_\_\_\_ CONSULTANT \_\_\_\_\_ exceed \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_.) for performing the services required by this AGREEMENT and EXHIBIT “A”.

b. CONSULTANT shall invoice costs monthly, or another periodic basis approved by the DISTRICT, for the services provided pursuant to this AGREEMENT from the time the CONSULTANT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation as determined by the DISTRICT.

c. Except as expressly provided herein, CONSULTANT agrees that no other compensation, fringe benefits, or other remuneration is due to CONSULTANT by the DISTRICT for services rendered under this AGREEMENT. CONSULTANT shall not apply for or receive statutory benefits available to employees of the DISTRICT because CONSULTANT is not an employee of the DISTRICT; rather, CONSULTANT is operating under a personal services agreement pursuant to Education Code section 88003.1(b)(2) and has only the rights defined by this AGREEMENT.

2. The CONSULTANT shall submit one (1) invoice monthly to the DISTRICT for the fees incurred during the billing period and reimbursable expenses (if any). Invoices for fees must reflect the date of the service, identify the individual performing the service, state the hours worked and rate charged, and describe the service performed. Invoices requesting reimbursement for reimbursable expenses incurred during the billing period

must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g. receipts, invoices) including a copy of the DISTRICT's authorization notice for invoiced item(s). Invoices requesting payment for overtime must reflect straight time and overtime hours being charged, and must include a copy of the DISTRICT's written authorization to incur additional overtime expense. No payments will be made by the DISTRICT to the CONSULTANT for monthly invoices requesting reimbursable expenses or overtime absent the prior written authorization of the DISTRICT. The DISTRICT shall make payment to the CONSULTANT of the approved invoiced amount within forty-five (45) days of the DISTRICT's receipt of the approved invoice.

3. The DISTRICT may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the DISTRICT from loss, including costs and attorneys' fees, on account of: (1) defective or deficient work product not remedied; (2) failure of the CONSULTANT to make payments properly to its employees or subconsultants; or (3) failure of CONSULTANT to perform its services in a timely manner so as to conform to the PROJECT schedule or other time constraints.

### **ARTICLE III REIMBURSABLE EXPENSES**

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the CONSULTANT at one and one-tenth (1.1) times the expenses incurred by the CONSULTANT, the CONSULTANT's employees and consultants for the following specified items unless otherwise approved by the DISTRICT in writing:

a. Approved reproduction of reports and/or other documents otherwise not covered in this AGREEMENT and approved in advance by DISTRICT.

b. Fees advanced for securing approval of authorities in connection with the services rendered pursuant to this AGREEMENT.

c. Express shipping, overnight mail, messenger, courier, or delivery services approved in advance by the DISTRICT.

d. Mileage at IRS Rate if site exceeds more than 25 miles from the DISTRICT.

e. Out of town travel approved in advance by DISTRICT.

2. Reimbursable expenses are estimated to be DOLLARS (\$\_\_\_\_\_), and this amount shall not be exceeded without the prior written approval of the DISTRICT.

### **ARTICLE IV TERMINATION**

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of CONSULTANT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement consultant costs shall be deducted from payments to the CONSULTANT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article IV, Paragraph 4 below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon twenty (20) days written notice to the CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT.

5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before. The PARTIES may agree in writing to submit any dispute between the PARTIES to arbitration. The

DISTRICT agrees to pay the CONSULTANT the undisputed amounts due under this AGREEMENT.

6. The PARTIES understand and agree that Article IV of this AGREEMENT shall govern all termination rights and procedures between the PARTIES. Any termination provision that is attached to this AGREEMENT as an Exhibit shall be void and unenforceable between the PARTIES.

## **ARTICLE V ADDITIONAL CONSULTANT SERVICES**

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering such services. The DISTRICT may require CONSULTANT to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include:

a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.

b. Preparing reports and other documentation and supporting data, and providing other services in connection with PROJECT modifications required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT;

c. If the DISTRICT requests additional shifts to complete the services articulated in EXHIBIT "A" where the requests for additional shifts does not arise from the direct or indirect negligence, errors or omissions on the part of CONSULTANT and the CONSULTANT's compensation is expressly conditioned on the lack of fault of the CONSULTANT;

d. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT's industry.

## **ARTICLE VI ACCOUNTING RECORDS OF THE CONSULTANT**

1. Records of the CONSULTANT's direct personnel and reimbursable expenses pertaining to any extra services provided by the CONSULTANT, which are in addition to those services already required by this AGREEMENT, and any records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

**ARTICLE VII  
REPORTS AND/OR OTHER DOCUMENTS**

1. The reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's consultants in accordance with this AGREEMENT (regardless of medium, format, etc.) shall be and remain the property of the DISTRICT (hereinafter "PROPERTY"). The DISTRICT may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT's receipt of the DISTRICT's written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT within five (5) calendar days. Failure to comply with any such written request shall be deemed a material breach of this AGREEMENT.

**ARTICLE VIII  
INDEMNITY & INSURANCE**

1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, and hold DISTRICT entirely harmless from all liability arising out of:

a. Workers' Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subconsultant's employees arising out of CONSULTANT's work under this AGREEMENT; and

b. General Liability: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;

c. Professional Liability: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by CONSULTANT in accordance with this AGREEMENT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VIII, Paragraphs 1 (a) and (b) above, that may be brought or instituted against the

DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

e. The PARTIES understand and agree that Article VIII, Section 1 of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code §2772, governing this AGREEMENT. Any other indemnity that is attached to this AGREEMENT as an Exhibit shall be void and unenforceable between the PARTIES.

f. Any attempt to limit the CONSULTANT's liability to the DISTRICT in an attached Exhibit shall be void and unenforceable between the PARTIES. In no event shall the CONSULTANT's liability be limited to any amount including, but not limited to, the amount of fees received by the CONSULTANT for performing services related to this AGREEMENT.

2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subconsultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Comprehensive general and auto liability insurance with limits of not less than THREE MILLION DOLLARS (\$3,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of THREE MILLION DOLLARS (\$3,000,000), per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of

at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subconsultant to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Each policy of insurance required in Article VIII, Section 2 (b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event, CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

## **ARTICLE IX MISCELLANEOUS**

1. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.

2. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

3. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to

this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

4. This AGREEMENT shall be governed by the laws of the State of California.

5. This AGREEMENT shall not include or incorporate the terms of any general conditions, conditions, master agreement or any other boilerplate terms or form documents prepared by the CONSULTANT. The attachment of any such document to this AGREEMENT as EXHIBIT "A" shall not be interpreted or construed to incorporate such terms into this AGREEMENT unless the DISTRICT approves of such incorporation in a separate writing signed by the DISTRICT. Any reference to such boilerplate terms and conditions in the proposal or quote submitted by the CONSULTANT shall be null and void and have no effect upon this AGREEMENT. Proposals, quotes, statement of qualifications and other similar documents prepared by the CONSULTANT may be incorporated into this AGREEMENT as EXHIBIT "A" but such incorporation shall be strictly limited to those portions describing the CONSULTANT's scope of work, rate and price schedule and qualifications.

6. The PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

7. The rule of construction that any ambiguities are to be resolved against the drafting PARTY shall not be employed in the interpretation of this AGREEMENT. It is expressly understood and agreed that the PARTIES to this AGREEMENT have participated equally, or have had equal opportunity to participate, in the drafting hereof.

8. Time is of the essence with respect to all provisions of this AGREEMENT.

9. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

10. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof unless otherwise excluded by the terms of this AGREEMENT. In the event that the provisions of any exhibit conflict with the terms of this AGREEMENT, the terms of this AGREEMENT shall control.

11. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.

12. Confidentiality. The CONSULTANT shall not disclose or permit the disclosure of any confidential information, except to its agents, employees and other consultants who need such confidential information in order to properly perform their duties relative to this AGREEMENT.

13. Severability. If any portion of this AGREEMENT is held as a matter of law to be unenforceable, the remainder of this AGREEMENT shall be enforceable without such provisions.

14. Notices. All notices or demands to be given under this AGREEMENT by either PARTY to the other shall be in writing and given either by: (a) personal service; or (b) by U.S. Mail, mailed either by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either PARTY may be changed by written notice given in accordance with the notice provisions of this Paragraph. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

To the DISTRICT:

Glendale Community College District  
Attn: Sharlene Coleal, Vice President  
Administrative Services  
1500 North Verdugo Road, AD114  
Glendale, California 91208  
Telephone: (818) 240-1000

To the CONSULTANT

15. Tobacco Prohibited. Any tobacco use (smoking, chewing, etc.) by anyone, is prohibited at all times on any DISTRICT property.

16. Profanity on any DISTRICT property is prohibited, including, but not limited to, racial, ethnic, or sexual slurs or comments which could be considered harassment.

17. Appropriate dress is mandatory. Therefore, tank tops, cut-offs and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated above in Paragraph 16.

18. Images. If applicable, the CONSULTANT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.

19. Prevailing Wages. If applicable and required, CONSULTANT shall pay, and shall cause all subconsultants of every tier to pay, not less than the specified prevailing wage rates, to the extent applicable, to all workers employed to perform work or services under this AGREEMENT. CONSULTANT shall fully indemnify and defend the DISTRICT from any claims arising from CONSULTANT's failure to meet and prevailing wage requirements.

20. In accordance with California Education Code section 81655, this AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

**NAME OF CONSULTANT**

**GLENDALE COMMUNITY COLLEGE DISTRICT**

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

Phone: \_\_\_\_\_

**EXHIBIT “A”**

**CONSULTANT’S WORK PLAN, SCOPE OF SERVICES, AND COMPENSATION**

*[Remainder of Page Intentionally Left Blank]*