REQUEST FOR QUALIFICATIONS
RFQ No.: 13-14/13 REQUEST FOR LEGAL SERVICES

The Peralta Community College District (PCCD), Oakland, California, through the Office of the Chancellor, is hereby requesting qualifications for the above mentioned project.

The successful vendor will be required to furnish all labor, material, equipment, supplies, applicable taxes, insurance, bonding, and licenses to complete this project.

Qualification Information

<table>
<thead>
<tr>
<th>Qualification Description</th>
<th>Legal Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualification Number</td>
<td>13-14/13</td>
</tr>
<tr>
<td>Qualification Issued</td>
<td>October 17, 2013</td>
</tr>
<tr>
<td>Department</td>
<td>Office of the Chancellor</td>
</tr>
<tr>
<td>Scheduled Publication Dates</td>
<td>October 30, 2013; November 7, 2013</td>
</tr>
<tr>
<td>Qualification Due Date</td>
<td>November 21, 2013</td>
</tr>
</tbody>
</table>

Instructions for Submitting Proposals

<table>
<thead>
<tr>
<th>Submittal Address</th>
<th>Peralta Community College District Purchasing Department Attn: Marie Hampton, Director of Purchasing Services 501 5th Avenue Oakland, CA 94606</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submittal Copies</td>
<td>One (1) Original copy clearly marked “Original” and six (6) Copies marked “copy”.</td>
</tr>
</tbody>
</table>
| Submittal Envelope Requirements | Proposal must be sealed and have the following information clearly marked and visible on the outside of the envelope:  
  - Proposal Number and Name of Project  
  - Name of Your Company  
  - Address  
  - Phone Number |
| Late Submittals   | Proposals received after the time and date stated above shall be returned unopened to the vendor. |
How to Obtain Proposal Documents
Copies of the Proposal documents may be obtained at:

<table>
<thead>
<tr>
<th>Available</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Peralta Community College District Purchasing Department 501 5th Avenue Oakland, CA 94606 Monday through Friday 9:00 AM to 4:00 PM (510) 466-7225</td>
</tr>
<tr>
<td>Yes</td>
<td>Website: <a href="http://www.peralta.edu">www.peralta.edu</a></td>
</tr>
</tbody>
</table>

Questions about the Qualifications
Questions and or Requests for Information (RFI) must be submitted in writing and can be submitted by fax or email as follows:

<table>
<thead>
<tr>
<th>Primary Contact</th>
<th>Marie Hampton, Director of Purchasing Services Email: <a href="mailto:mhampton@peralta.edu">mhampton@peralta.edu</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Question/RFI Due Date</td>
<td>November 13, 2013 at 4:00 PM</td>
</tr>
<tr>
<td>Please submit questions as soon as possible. No questions regarding the specifications will be responded to after the above date. All pertinent questions will be responded to and answered in writing no later than the Response Date listed below</td>
<td></td>
</tr>
<tr>
<td>Response Date</td>
<td>November 18, 2013</td>
</tr>
<tr>
<td>All pertinent questions will be responded to via addendum faxed or emailed to all prospective bidders, and or posted at the District’s website. Bidders who did not receive a copy of the addendum should download it from the District’s website. See “How to Obtain Bid Documents” section for our web address. All addendums must be acknowledged on the RFQ Acknowledgement Form.</td>
<td></td>
</tr>
</tbody>
</table>

Full Opportunity
The Peralta Community College District hereby affirmatively ensures that Disadvantaged Business Enterprises (DBE), Small Local Business Enterprise (SLBE) and Small Emerging Local Business Enterprise (SELBE) shall be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender, transgender status, political affiliation or religion in any consideration leading to the award of contract.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award.
Peralta Community College District reserves the right to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted and to award the contract according to the proposal which best serves the interests of Peralta Community College District.

Marie Hampton, Director of Purchasing Services
# Table of Contents

I. Project Overview

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III. Scope of Services

IV. Submission Requirements

V. Evaluation Criteria.

VI. Additional Requirements

## Attachments:

<table>
<thead>
<tr>
<th>Title</th>
<th>Must Be Returned with Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Vendor Questionnaire and Certificate by Compliance</td>
<td>Yes</td>
</tr>
<tr>
<td>2 Environmentally Sustainable Procurement</td>
<td>Yes</td>
</tr>
<tr>
<td>3 Certificate Regarding Workers’ Compensation</td>
<td>Yes</td>
</tr>
<tr>
<td>4 Statement of Equal Employment Opportunity</td>
<td>Yes</td>
</tr>
<tr>
<td>5 Small Local Business Enterprise/Small Emerging Local Business Enterprise Program</td>
<td>Yes</td>
</tr>
<tr>
<td>6 SLBE/SELBE Self Certification Affidavit</td>
<td>Yes</td>
</tr>
<tr>
<td>7 Non-Collision Affidavit</td>
<td>Yes</td>
</tr>
<tr>
<td>8 General Provisions</td>
<td>No</td>
</tr>
<tr>
<td>9 Acknowledgement and Signature Form</td>
<td>Yes</td>
</tr>
</tbody>
</table>
I. Project Overview

The Peralta Community College District (hereinafter referred to as, “District”) is inviting qualified and interested attorneys/firms (hereinafter referred to as, “Proposer”) to submit proposals for the provision of legal services for employment, collective bargaining, governance and general business, facilities, real estate/land use, and student issues. The District intends to select one or more firms from a “qualified list” to assist in these areas, subject to the right to terminate such services at the District’s sole discretion.

II. Background

The Peralta Community College District is a collaborative of community colleges. Together, we provide educational leadership for the East Bay, delivering programs and services that sustainably enhance the region’s human, economic, environmental, and social development.

Founded in 1964, the District serves six cities in the East Bay Area, including Albany, Alameda, Berkeley, Emeryville, Oakland and Piedmont. The colleges are Berkeley City College, College of Alameda, Laney College, and Merritt College. The Peralta Colleges are located in the beautiful San Francisco/Oakland Bay Area, which, adjacent to the Silicon Valley, is known for its technology and innovation.

The District has a reputation for developing effective approaches to serving the varied interests and needs of its vibrant community. The District serves over 29,000 students, and is one of the top community college districts in California in transferring students into the UC system. Currently, the District has about 850 full-time employees and over 1,250 part-time faculty and part-time staff.

The Peralta Community College District empowers its students to achieve their highest aspirations and develop leaders who create opportunities and transform lives. Together with our partners, we provide our diverse students and communities with equitable access to the educational resources, experiences, and life-long opportunities to meet and exceed their goals.

III. Scope of Services

The Peralta Community College District is seeking to retain qualified firms to provide legal services to the District in the area of employment, collective bargaining, governance and general business, facilities, real estate/land usage, and student issues. Legal advice may typically be solicited from qualified respondents by written or telephone request and may require written responses. Meetings may be required as necessary with Executive Staff to update the District on pending matters. However, the District does anticipate that a reduced hourly rate will be provided for a guaranteed number of hours.

The areas of expertise to which the respondent should respond as to providing legal services shall include:
1. **EMPLOYMENT LAW**
The District is seeking assistance in the area of employment law, including classification, hiring, claims and litigation, employee discipline, unlawful discrimination and harassment complaints, benefits and leave, and ADA compliance.

2. **COLLECTIVE BARGAINING LAW**
The District is seeking assistance in the area of collective bargaining with faculty and classified employees, including mandatory items of bargaining, contract administration, negotiations, grievances, and arbitrations.

3. **GOVERNANCE AND GENERAL BUSINESS LAW**
The District is seeking a firm(s) to assist with governance and general business law, which includes but not limited to the Brown Act, Public Records Act, conflicts of interest, advice and review of District contracts and agreements, including those with other governmental entities.

4. **PUBLIC CONTRACT/FACILITIES LAW**
The District is seeking a firm to assist with facilities issues, public contracting, public bidding, construction agreements and contracts.

5. **REAL ESTATE/LAND LAW**
The District is seeking a firm to assist with real estate and law, including purchase, sale, leasing and land use.

6. **STUDENT LAW**
The District is seeking a firm(s) to assist with student issues in the area of student rights, discipline, grievances, and complaints of unlawful discrimination.

**IV. SUBMISSION REQUIREMENTS**

The proposal should contain information responsive to each of the following areas:

A. **Firm Organization**

1. State the legal status of the firm, i.e., general partnership, LLP, LLC, etc.

2. Length of time the firm has been in existence.

3. Location of the firm’s main office and, if applicable, all northern California offices.

4. Name, title, address, and phone number of the person(s) authorized to make representations for the firm.
5. Size of the firm, including the total number of attorneys state-wide and the size of any northern California office.

B. Client Experience

Include a brief summary of the firm’s background working with community colleges.

C. Area Experience. A description of the firm’s experience in the following areas:

1. Employment Law

a) Hiring and employment classification;

b) Claims and litigation;

c) Employee discipline and termination, including appeals;

d) Unlawful discrimination, sexual harassment, and retaliation;

e) Family and medical and related leaves;

f) ADA compliance and the interactive process;

g) Drug and alcohol abuse testing;

h) Layoffs and reductions in force; and

i) Labor grievances and arbitrations.

2. Collective Bargaining Law

a) Unions with which the firm has experience;

b) Types of collective bargaining units, such as faculty, classified, etc., including experience as a negotiator;

c) Impasse, mediation, fact finding, post-fact finding, strikes;

d) PERB unfair practice charges and representation petitions;

e) Fringe benefits, including health and welfare benefits and Section 125-eligible benefits;
f) Grievances and arbitrations.

3. Governance and General Business Law

a) Brown Act;

b) Public Records Act;

c) Conflicts of Interest;

d) Community college budgeting and funding mechanisms and process;

e) Contracts and agreements;

f) Litigated matters, including the type of litigation; and

g) Administrative proceedings.

4. Public Contracting/Facilities Law

a) Public bidding;

b) Risk management;

c) Construction agreements; and

d) Contracts.

5. Real Estate/Land Law

a) Purchase and Sale;

b) Eminent Domain;

c) Land use and development; and

d) Leasing.
6. **Student Law**

   a) Student records;
   
   b) Confidentiality and FERPA;
   
   c) Student rights;
   
   d) Discipline;
   
   e) Student grievances; and
   
   f) Complaints of unlawful discrimination.

7. Training programs the firm has developed and delivered, including training available for electronic or on-site delivery.

**D. Resources the firm would be willing to commit to the District**

1. Number of attorneys and the amount of experience with community college employment matters, broken down by partner and associate.

2. Number of attorneys with experience in collective bargaining on behalf of community college districts, broken down by partner and associate.

3. Number of attorneys with experience in governance and general business matters, including Brown Act, Public Records Act, conflicts of interest, and experience in the area of public bidding and contract issues, broken down by partner and associate.

4. Number of attorneys with experience in facilities matters on behalf of community college districts, broken down by partner and associate.

5. Number of attorneys with experience in student matters on behalf of community college districts, broken down by partner and associate.

6. Number of attorneys with experience in estate matters, including the purchase and sale of real estate, eminent domain, land use and development, and real estate leasing issues, broken down by partner and associate.

7. The priority the District would have as compared to the time demands of other clients, including response time to questions and requests for on-site meetings.
8. The level of attorney (i.e., senior partner, junior partner, senior associate, etc.) to be used on various aspects of District matters.

E. Fees

Provide a detailed description of the firm’s billing rate and practices, including a breakdown of rates for partners, associates, and paralegals. The District is interested in reviewing non-traditional billing practices, such as incentive billings, blended rates and similar ideas, as well as consortia with other community college districts or other public entities. Include the firm’s practice with regard to reimbursable expenses such as telephone charges, facsimile charges, lodging and mileage. The District has historically been extremely fee conscious and the response to this Section E, although not necessarily determinative, will be given great weight.

F. Other Services

Describe the firm’s practices related to:

1. The publication of newsletters and client alerts related to labor, employment and general business matters;
2. The provision of management seminars;
3. The firm’s billing practices for the items cited in (1) and (2) above;
4. The provision and availability of telephonic and email consultations, along with response time; and
5. The availability of counsel for attendance at meetings of the Board of Trustees.

H. Describe generally the firm’s legal malpractice coverage.

Please respond to the above-referenced submission requirements in a straightforward, concise delineation of your capabilities proposed to satisfy the requirement of the RFQ. Written responses will be evaluated and screened based on scoring rubric as provided in this RFQ, in each or all areas of expertise. The District will use your responses to objectively determine your capabilities and experience. Please label your responses and limit your total response to 26 pages (excludes the required attachment forms provided with this RFQ).

Submittal Format:

Responses may not be longer the twenty-four (26) pages (one sided or 12 pages double sided), printed on 8 ½” x 11” papers and formatted in no smaller than 11 point font. Each section shall be tabbed according to the sections below. All submitted material must only be bound with only one staple in the upper left corner. Please no binders or any other type of spiral binding. Submittals must fit into an 8 ½ x 11” folder. Your proposal should also include the following:

1. Company Information/Executive Summary: Provide the name of your company (including the name of any parent company), business address, email address, Federal Tax ID number, telephone, and FAX numbers. Provide a brief history of your company and why you are interested in this project. Provide a brief statement of who is authorized to submit the proposal on the behalf of your firm. Please make sure that person signs and dates the statement.
2. **Qualifications and Experience**: Provide a statement of qualification and relevant information about your company’s knowledge and experience that qualifies your firm to submit a proposal in response to this RFQ. Include (at minimum) the following:

   A. Provide a list of three (3) or more Community Colleges or K through 12 Schools in California of similar size and scope that your firm has worked with in the past seven (7) years, including the number of years in education services, number of attorneys in firm.

   B. Provide a list of all qualified personnel that will be providing legal services to the District.

   C. Provide your experience with dealing with and providing Legal Services to a California Community College.

3. **Client References**: Provide names, addresses and contact information for three (3) current clients who can attest to the quality and responsiveness of your firm’s services. Provide the size and scope and a brief description of the type of legal services your firm provided. References must be within the last five (5) years.

4. **Plan and Approach**: Provide an overview describing the general approach, scope of services, and methodology of your firm’s ability to fulfill the general functions required in this RFQ. Please use this section to describe the services you propose to provide to the District. Your services can be above and beyond the requirements listed in the “Scope of Services” section. At minimum please describe your approach to the following:

   A. Describe your approach/methodology for providing legal services to the District.

   B. Indicate your firm’s ability to lead stakeholder groups and Legal Counsel through programming and design activities. Stakeholder groups may include faculty, staff, students, administers and others members of the community.

   C. Describe your firm’s billing methods and plan for distributing statements to either departments or individuals as directed by the District. Explain your ability to delineate charges by requester and by services reimbursable through State mandated costs.

5. **Debarment**: Provide a statement that your company has not been debarred from providing services to any State or Federal Agency within the last five (5) years. Sign and Date your statement. If your firm has been debarred, you will need to provide background information and reason for the debarment. Provide the name and contact information for the Agency that debarred your firm. The District must review the reason and duration for the debarment before it can determine if your firm can be consider for this project.

6. **Environmentally Sustainable Procurement**: It is the policy of the Peralta Community College District (Board Policy 2.40, Environmental Sustainability), to purchase products or services that help to minimize the adverse effects on human health and the environment, when compared to other products and services that serve the same purpose with comparable efficacy. Does your product or service promote the District’s Environmentally Sustainable Procurement goal? Please use the attached Environmentally Sustainable Procurement form to describe how your product or service directly meets the District’s goal. If your product or service does not directly meet the District’s goal, then describe what initiatives your firm has taken to become more environmentally sustainable. The District will evaluate each response, and more points will be awarded to firms who products and services directly meet the District’s Environmentally Sustainable Procurement goal.
7. **Required Forms:**

The Vendor must fill out all forms included in the RFQ (listed in the Attachments section) and return them with your proposals. Failure of the vendor to provide any information requested in the RFQ, may result in rejection for non-responsiveness. (These required forms will not count against the 24 page maximum for your response.)
**V. Evaluation Criteria**

All proposals received by the specified deadline will be reviewed by a District Selection Committee for content, fee, related experience and professional qualifications of attorneys. After initial screening, the Review and Selection Committee may select those firms deemed most qualified for the project for further evaluation. Interviews of these selected firms may be conducted as part of a final selection process. **Proposers are advised that the District has the option to award the legal services contract to one or more firms as it may deem in its best interest.** Prior to contract award, the Peralta Community College District must be assured that the responder (vendor) selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with skills required, materials and financial resources sufficient to provide services called for under this contract. If during the evaluation process, the Peralta Community College District is unable to assure itself of the responder’s ability to perform under the contract, if awarded, the Peralta Community College District has the option of requesting from the responder, any information that the Peralta Community College District deems necessary to determine the responder’s capabilities. If such information is required, the responder will be notified and will be permitted five (5) working days to submit the requested information.

In awarding the contract, the district will evaluate a number of factors in combination. Please make sure you have submitted responses to all items listed in the Submission Requirements section, as your responses will be evaluated based on the scoring rubric, with the highest score being three-hundred (300) Points listed below.

**A. SCORING RUBIC**

The following considerations will be included in the evaluation process:

**SCORING RUBRIC FOR LEGAL PROPOSALS**

A. Firm Organization:

Length of time the firm has been in existence.

- 5 or fewer years = 1
- 6-10 years = 3
- 11-15 = 5
- More than 15 = 8

Size of the firm, including the total number of attorneys state-wide and the size of any northern California office.

- 1-5 = 1
- 6-10 = 3
- 11-15 = 5
- 16 or more = 8

B. Client Experience

Include a brief summary of the firm’s background working with community colleges.

- Minimal = 5
- Moderate = 10
- Extensive = 15
C. **Area Experience:** Minimal = 1  Moderate = 3  Extensive = 5

1. **Employment Law**

a) Hiring and employment classification;

b) Claims and litigation;

c) Employee discipline and termination, including appeals;

d) Unlawful discrimination, sexual harassment, and retaliation;

e) Family and medical and related leaves;

f) ADA compliance and the interactive process;

g) Drug and alcohol abuse testing;

h) Layoffs and reductions in force; and

i) Labor grievances and arbitrations.

Total: __________

2. **Collective Bargaining Law**

a) Unions with which the firm has experience;

b) Types of collective bargaining units, such as faculty, classified, etc., including experience as a negotiator;

c) Impasse, mediation, fact finding, post-fact finding, strikes;

d) PERB unfair practice charges and representation petitions;

e) Fringe benefits, including health and welfare benefits and Section 125-eligible benefits; and

f) Grievances and arbitrations.

Total: __________
3. General Business Law
   a) Brown Act;
   b) Public Records Act;
   c) Conflicts of Interest
   d) Community college budgeting and funding mechanisms and process;
   e) Contracts and agreements;
   f) Litigated matters, including the type of litigation; and

Administrative proceedings.

Total: __________

4. Facilities Law
   a) Public bidding;
   b) Risk management;
   c) Construction agreements; and
   d) Contracts.

Total: __________

5. Real Estate/Land Law
   a) Purchase and Sale;
   b) Eminent Domain;
   c) Land use and development; and
d) Leasing.

Total: ________

6. Student Law

a) Student records;

b) Confidentiality and FERPA;

c) Student rights;

d) Discipline;

e) Student grievances; and

f) Complaints of unlawful discrimination.

Total: ________

7. Training programs the firm has developed and delivered, including training available for delivery on-site. 

(5-Minimal, 10-Moderate, 15-Extensive)

D. Resources the firm would be willing to commit to the District

Rating: 1-3 = 1  4-6 = 2  7+ = 3

1. Number of attorneys and the amount of experience with community college employment matters, broken down by partner and associate.

2. Number of attorneys with experience in collective bargaining on behalf of community college districts, broken down by partner and associate.

3. Number of attorneys with experience in general business matters, including Brown Act questions, agreements, and experience in the area of public bidding and contract issues, broken down by partner and associate.

4. Number of attorneys with experience in facilities matters on behalf of community college districts, broken down by partner and associate.
5. Number of attorneys with experience in student matters on behalf of community college districts, broken down by partner and associate.

6. Number of attorneys with experience in real estate matters, including the purchase and sale of real estate, eminent domain, land use and development, and real estate leasing issues, broken down by partner and associate.

7. The priority the District would have as compared to the time demands of other clients, including response time to questions and requests for on-site meetings.

8. The level of attorney (i.e., senior partner, junior partner, senior associate, etc.) to be used on various aspects of District matters.

E. Fees

Hourly rates:

Differential Schedule:

Blended Rates:

F. Other Services

Describe the firm’s practices related to: (Scoring 1, 3, 5)

1. The publication of newsletters and client alerts related to labor, employment and general business matters;
2. The provision of management seminars;
3. The firm’s billing practices for the items cited in (1) and (2) above;
4. The provision and availability of telephonic and email consultations, along with response time; and
5. The availability of counsel for attendance at meetings of the Board of Trustees.

G. References

Submissions will be scored according to the following:

B. Selection Procedure:

A technical screening committee comprised of PCCD internal and external members with expertise in legal matters will initially evaluate and score all submissions according to the scoring rubric above. This screening may be followed by a shared governance committee review to elicit broader PCCD internal community input.
C. Projected Time Line

The District will convene a selection committee to review all submitted proposal. Below are the tentative dates (subject to change at the District’s discretion) and activities for this project:

<table>
<thead>
<tr>
<th>Date</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 27, 2013</td>
<td>Technical Committee Review</td>
</tr>
<tr>
<td>December 4, 2013</td>
<td>Shared Governance Review (optional)</td>
</tr>
<tr>
<td>December 6, 2013</td>
<td>Announce List/Interviews (optional)</td>
</tr>
<tr>
<td>December 10, 2013</td>
<td>Board Approval</td>
</tr>
</tbody>
</table>
VI. Additional Requirements:

A. **Cost of Participation in Selection Process**
Costs for developing responses to this RFQ are entirely the responsibility of the firm and shall not be chargeable to the District.

B. **District Rights:**
The District reserves the right to waive any irregularities or required formalities or to amend or cancel, in part or entirety, this request for information if it is in the best interest of the District.

C. **Law Compliance**
The Vendor must comply with all laws, ordinances, regulations and codes of the Federal, state, and local governments which may in any way affect the preparation of proposals or the performance of the contract.

   **Public Records:**
Except for materials deemed Trade Secrets (as defined in California Civil Code 3426.1) and materials specifically marked “Confidential” or “Proprietary”, all material submitted in response to this RFQ are deemed property of the District and public records upon submission to the District. The foregoing notwithstanding, the District may reject for non-responsiveness the RFQ Response of a Respondent who indiscriminately notes that its RFQ Response or portions thereof are “Trade Secret”, “Confidential” or “Proprietary” and exempt from disclosure as a public record. The District is not liable or responsible for the disclosure of RFQ Responses, or portion thereof, deemed to be public records, including those exempt from disclosure if disclosure is by law, by an order Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a RFQ Response deemed exempt from disclosure hereunder, by submitting a response to the RFQ, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys’ fees arising there from. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District’s sole involvement in any such action shall be that of a stakeholder, retaining the requested material until otherwise ordered by a court of competent jurisdiction.

D. **Proposal Considerations**
PCCD has absolute discretion with regard to acceptance and rejection of proposals. In order to be considered the party submitting a proposal waives the right to bring legal proceedings challenging the Board’s choice of the award.

E. **False Statements**
False statements in a proposal will disqualify the proposal.

F. **Legal Proceeding Waiver**
The Vendor relationship to PCCD shall be that of independent contractor and not deemed to be agent of PCCD.

G. **Taxes**
The Vendor will be responsible for all Federal, State and Local taxes.

H. **Grade of Service**
The Vendor must provide professional service and maintain appropriate personnel to provide expedient and courteous service.

J. **The Vendor’s Liability**
The Contractor shall be responsible for any and all damages to the PCCD premises resulting from the negligent acts or willful misconduct of the Contractor agents or employees.

K. **Contract Termination**
PCCD may terminate the agreement with the Vendor on thirty days’ notice for the failure of the Vendor to comply with any term(s) of the agreement between PCCD and the Vendor.

**L. Award Consideration**
Award of contract will be based on the information submitted as a result of this RFQ and reference checks. The Board will award the contract to the firm select through the competitive process outlined in this RFQ. The Board of Trustees shall not be bound to accept the lowest-quote fee.

**M. Amendments**
The Peralta Community College District may, at its sole discretion, issue amendments to this RFQ at any time before the time set for receipt of proposals. The vendor’s are required to acknowledge receipt of any amendments (addenda) issued to this RFQ by returning a signed acknowledgement of each amendment issued. Signed copies must be received on or before the time set for receipt of offers. The Peralta Community College District shall not be bound by any representations, whether oral or written, made at a pre-proposal, pre-contract, or site meeting, unless such representations are incorporated in writing as an amendment to the RFQ or as part of the final contract. All questions or request for clarification concerning material terms of the contract should be submitted in writing for consideration as an amendment.

**N. Withdrawal or Modification of Offers**
The Vendor may modify or withdraw an offer in writing at any time before the deadline for submission of an offer.

**O. Acceptance**
Any offer received shall be considered an offer which may be accepted or rejected, in whole or in part, by the District based on initial submission without discussions or negotiations.

The District reserves the right to reject any or all offers and to waive informalitys, minor irregularities, or other requirements in offers received, and/or to accept any portion of the offer if deemed in the best interest of the District. Failure of the vendor to provide in its offer any information requested in the RFQ may result in rejection for non-responsiveness. Failure of the vendor to meet or exceed any stated minimums in the RFQ may also result in rejection for reasons of non-responsiveness.

**P. Representations**
No representations or guarantees of any kind, either made orally, or expressed or implied, are made with regard to the matters contained in this document, including any attachments, letters of transmittal, or any other related documents. The Vendor’s must rely solely on its own independent assessment as the basis for the submission of any offer made.
VENDOR’S QUESTIONNAIRE AND CERTIFICATE BY COMPLIANCE

The following information is requested for information purposes only. It will not be used in determining bid award.

_____________________
Date

Firm Name ______________________ Telephone ______________________

Business Fax ______________________ Email Address ______________________ Website ______________________

Street Address ______________________ City/State ______________________ Zip Code+ 4® ______________________

Mailing Address ______________________ City/State ______________________ Zip Code + 4® ______________________

Type of Organization (Check one) Individual □ Partnership □ Corporation □

Name of Owner(s) ______________________ State of Incorporation (if applicable) ______________________

Name of Partners ______________________ (I) Indicate (G) General (L) Limited

Local Address ______________________

Amount of Annual Business

The District is identifying vendor ownership as follows:

<table>
<thead>
<tr>
<th>Total #</th>
<th>Asian-American (Chinese, Japanese, Korean, Vietnamese)</th>
<th>Black or African-American</th>
<th>Filipino</th>
<th>Latino (other than Mexican or Mexican-American)</th>
<th>Mexican or Mexican-American</th>
<th>Native American</th>
<th>Pacific Islander, other Asian</th>
<th>White</th>
<th>Disabled</th>
<th>Veteran</th>
<th>Women</th>
<th>Subcontractor</th>
<th>Employee</th>
<th>Apprentice</th>
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<td>% of assets</td>
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The District is identifying vendor workforce as follows:

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<tr>
<th>Total #</th>
<th>Asian-American (Chinese, Japanese, Korean, Vietnamese)</th>
<th>Black or African-American</th>
<th>Filipino</th>
<th>Latino (other than Mexican or Mexican-American)</th>
<th>Mexican or Mexican-American</th>
<th>Native American</th>
<th>Pacific Islander, other Asian</th>
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</table>
% of assets

Explain whether current workforce is racially and ethnically proportionate to the area from which the workforce is drawn (national, state, or local). Use separate sheet if necessary.

Detail steps taken by vendor since inception to assure non-discriminatory recruiting, hiring, and apprenticeship, placement, promotion, demotion, layoff and termination practices. Use separate sheet if necessary.

What are you interested in providing the District? (e.g., construction, consulting, goods or services).

Main Headquarters Office(s) Address/Telephone
(List all as applicable)

1. 
2. 
3. 

Total # of Employees ______

Local Office(s) Address/Telephone
(List all as applicable)

1. 
2. 
3. 

Total # of Employees ______

Name and list residential zip code for each employee, subcontractor, or apprentice for awarded contract

1. 
2. 
3. 
4.
| (Please use the Zip+4®) Use separate sheet as necessary | 5.  
| | 6.  |
ENVIRONMENTALLY SUSTAINABLE

It is the policy of the Peralta Community College District (Board Policy 2.40, Environmental Sustainability), to purchase products or services that help to minimize the adverse effects on human health and the environment, when compared to other products and services that serve the same purpose with comparable efficacy. The District recognizes that environmentally responsible purchasing will help create and sustain markets for environmentally sustainable products, and is committed to encouraging the procurement of environmentally sustainable products, such as products with high recycled content, remanufactured products, FSC certified lumber, Energy Star rated equipment, low and no VOC paints, low-toxicity cleaning supplies and Green Seal approved chemicals, locally sourced organic/sustainably grown foods, compostable utensils, non-polystyrene food containers, non-petroleum-based inks, and will promote contracting with businesses in close proximity, to reduce our carbon footprint and to promote the District’s SLBE program.

The District’s formal Environmental Sustainability Policy 2.40 is available for download at: http://www.peralta.edu/projects/4/Purchasing%20Procedures/BP_2_40_Environmental_Sustainability_Policy_FINAL_3-31-08.pdf click on the District Services Center tab and then Purchasing to view the environmentally sustainable purchasing policy.

Vendor Statement and Signature

The long-term goal of the District is to purchase products with zero waste, high recycled content, produced and delivered in an environmentally sustainable manner. Does your product or service promote the District’s Environmentally Sustainable Procurement goal?

______ Yes*  ______ No

*If yes, you are required to describe how your product or service that you are providing to the District will promote the District’s Environmentally Sustainable Procurement goal.

__________________________________________________________

__________________________________________________________

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__________________________________________________________

__________________________________________________________

__________________________________________________________

__________________________________________________________

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Contractor Name: ________________________________ Title:

Authorized Signature: _____________________________ Date:
CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700 in relevant part provides:

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

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

(b) Be securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract and will require all subcontractors to do the same.

___________________________________________
Contractor

By: _______________________________________

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)
Statement of Equal Employment Opportunity

I hereby certify that ______________________________________________________

(Legal Name of Vendor/Consultant/Contractor)

Will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive order No.11375).

The vendor’s questionnaire requests information for record keeping purposes only. The information requested will not be used as a basis for contract award.

However, after a contract is awarded to your company, the District requires your company to report:

a. Actual racial, gender and residential workforce composition of your company for the contract work.
b. Actual racial, gender and residential workforce composition of subcontractors for the contract work.
c. Number of apprenticeship workforce for the contract work.

This report must be submitted to the District Department of General Services on a quarterly basis.

I declare under penalty of perjury under the laws of the state of California that the information I have provided herein is true and correct and is of my own personal knowledge.

BY: __________________________________________

Date

________________________

Print Name
The District is committed to ensure equal opportunity and equitable treatment in awarding and managing its public contracts and has established an annual overall program goal of twenty-five percent participation for small local businesses. To facilitate opportunities for small local business, the District will use a maximum 5% bidding preference for SLBE and SELBE firms. The preference is only used for computation purposes to determine the winning bidder, the contract is awarded at the actual bid amount. Please review the following guidelines to see if your firm qualifies for the preference.

The 5% bidding preference for an SLBE and SELBE firms are for construction, personal and professional services, goods and services, maintenance, repairs, and operations where responsibility and quality are equal. The preference will be 5% of the bid amount of the lowest responsive responsible bidder, and may not exceed $50,000.00 for any bid.

A Non-SLBE/SELBE Prime Contractor who utilizes 25% of total bid amount, with SLBE or SELBE subcontractors (who meet the District’s Definition of an SLBE and SELBE), can also receive a maximum of 4% bidding preference, not to exceed $50,000.00 for any bid. (See below Subcontractor section.)

Definitions:

**SLBE:** A Small Local Business Enterprise is a business that has not exceeded gross annual revenue of 8.5 million dollars for a construction firm, or 6 million dollars for goods and non-professional services firm, or 3 million dollars for architecture, engineering and professional services firm, for the past three consecutive years and meets the below geographic location requirements.

**SELBE:** A Small Local Emerging Business Enterprise is a business that has not exceeded gross annual revenue of 1.5 million dollars for the past three consecutive years and meets the below geographic location requirements.

**Commercially Useful Function:** Shall mean a business is directly responsible for providing the materials, equipment, supplies or services to the District as required by the contract solicitation. The business performs work that is normal for its business services and carries out its obligation by actually performing, managing, or supervising the work involved. The business is **not** Commercially Useful if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SLBE or SELBE participation.

Geographic Location Requirements:

- The business must be located at a fixed, established commercial address located in the District’s market area of Albany, Alameda, Berkeley, Emeryville, Oakland, or Piedmont, and not a temporary or movable office, a post office box, or a telephone answering service.

- If the business has an office outside of the District’s market area as well as an office within the market area, the office within the District’s market area must be staffed on a full time permanent basis with someone employed by the business.

- If requested, the business that has an office outside of the District’s market area must provide proof of one or more past contracts citing the business address (such as contracts to perform work, to rent space or equipment, or for other business services) was within the District’s market area at least one (1) year prior to the date of contract award. The one-year requirement does not apply to businesses whose sole establishment is located within the District’s market area.
Subcontractors:

Non-SLBE/SELBE Prime Contractors who use subcontractors, who meet the district definitions of SLBE and SELBE, may receive a maximum of 4% bidding preference if the following conditions are met:

1. 25% of total bid amount is with Subcontractors who meet the District’s definition of an SLBE and SELBE. The Prime Contractor must list each Subcontractor on the Subcontractor List form, clearly identifying the SLBE and SELBE status and the Dollar Amount of work each subcontractor will perform.

2. The Subcontractors must provide a Commercially Useful Function.

3. The Prime Contractor must maintain the Subcontractor percentages (based on the quoted dollar amounts) indicated in the Subcontractor List form at the time the Contract is awarded and throughout the term of the Contract.

4. The Prime Contractor must fill out sign the SLBE/SELBE Self Certification Affidavit and return it with the bid documents, and 48 hours after the bid opening the Prime Contractor must submit signed SLBE/SELBE Self Certification Affidavit from each of the SLBE and SELBE subcontractors listed in the Subcontractor form. The Subcontractor must agree to provide the requested documentation to verify the SLBE/SELBE status.

5. No Substitutions can be made to the SLBE and SELBE subcontractor without the prior written approval of the District. The District will approve a subcontractor substitution on the following conditions:
   a. A written statement from the subcontractor agreeing to the substitution.
   b. When the subcontractor has been given a reasonable opportunity to execute the subcontract, yet fails to, or refuses to execute the subcontract, or refuses to satisfy contractual obligations.
   c. When the subcontractor becomes insolvent.
   d. When the District determines the work performed by the subcontractor is not in accordance with the contract agreement, or the subcontractor is substantially and unduly delaying or disrupting the progress of work.

Firms that meet the District criteria for an SLBE and SELBE can complete the below self-certification affidavit signed under penalty of perjury. Firms claiming SLBE and SELBE status in the self-certification affidavit will be required to submit proof of residency and revenue 48 hours after bid opening. Such proof shall consist of a copy of a contract to perform work, to rent space or equipment, or for other business services, executed from their local address, and the firm’s tax returns for the past three consecutive years.
SLBE/SELBE SELF CERTIFICATION AFFIDAVIT

I certify under penalty of perjury that my firm meets the District’s definition of a Small Local Business Enterprise or a Small Emerging Local Business Enterprise and resides in the geographic location of the District’s market area and qualifies for the below preference. The maximum preference will be five percent of the bid amount of the lowest responsible bidder, and may not exceed $50,000.00 for any bid. The preference is only used for computation purposes to determine the winning bidder; the contract is awarded at the actual bid amount. The District’s Contract Compliance Office will determine whether this requirement has been fulfilled. Bidders may only claim one of the below preferences.

<table>
<thead>
<tr>
<th>Certification Status</th>
<th>Preference</th>
<th>Preference Claimed (check only one)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SLBE</td>
<td>5% of lowest bid</td>
<td></td>
</tr>
<tr>
<td>SELBE</td>
<td>5% of lowest bid</td>
<td></td>
</tr>
<tr>
<td>25% of Subcontractors are SLBE/SELBE</td>
<td>4% of lowest bid</td>
<td></td>
</tr>
<tr>
<td>Not Applicable</td>
<td>None</td>
<td></td>
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</tbody>
</table>

1. I acknowledge and am hereby advised that upon a finding of perjury with the claims made in this self-certification affidavit the District is authorized to impose penalties which may include any of the following:
   a) Refusal to certify the award of a contract
   b) Suspension of a contract
   c) Withholding of funds
   d) Revision of a contract for material breach of contract
   e) Disqualification of my firm from eligibility for providing goods and services to the Peralta Community College District for a period not to exceed five (5) years

2. I acknowledge and have been advised and hereby agree that my firm will be required to provide proof (and if applicable, my SLBE and SELBE Subcontractors will provide proof) of the status claimed on this self-certification affidavit 48 hours after bid opening. Proof of status claimed includes tax returns from the previous three years and past contracts to determine the size and geographical location of my firm.

3. I declare that the above provisions are attested to under penalty of perjury under the laws of the State of California.

Bid Number: ____________________  Bid Name: ____________________________________________

_________________________________________________________________________________

Signed Date

__________________________________________  ________________________________

Printed or typed name Title
RFQ No.: 13-14/13 Request for Legal Services

NON-COLLUSION AFFIDAVIT
(To be executed by bidder and submitted with bid)

State of California, County of _______________

(Name) __________________________________________, being first duly sworn, deposes and says that he or she is (title)______________________ of (company)____________________________ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: ____________________ Signature: __________________________________________
GENERAL PROVISIONS

Definition: The words Contractor means any Bidder, Vendor or Proposer who provides a good, service or construction to Peralta Community College District (PCCD).

1. ASSIGNMENT/DELEGATION: Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

2. STATUS OF CONTRACTOR: The parties intend that CONTRACTOR, in performing the services herein specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of DISTRICT and is not entitled to participate in any pension plans, insurance, bonus or similar benefits DISTRICT provides its employees.

3. INDEMNIFICATION:
   (a) CONTRACTOR agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release DISTRICT, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including attorney's fees and witness costs that may be asserted by any person or entity, arising out of or in connection with the tortuous acts or errors or omissions of CONTRACTOR hereunder, whether or not there is concurrent passive or active negligence on the part of DISTRICT, but excluding liability due to the sole negligence or willful misconduct of DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.
   (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder.

4. INSURANCE: With respect to the performance of work under this Agreement, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as described below:

   A. INSURANCE REQUIREMENTS
   The Contractor shall maintain in full force and effect and cause its subcontractors to maintain, for the period covered by the Contract, the following insurance:

   1. Comprehensive or commercial general liability insurance with limits not less than $1,000,000 per each occurrence combined single limit for bodily injury and property damage, including coverage for contractual liability, personal injury, independent contractors, explosion, collapse and underground (XCU), broad form property damage, products liability, and completed operations.

      a. Should any of the required insurance be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs be included in such annual general aggregate limit, such annual general aggregate limit shall be two times the occurrence limits stipulated.

      b. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this contract, and without lapse, for a period three years beyond the contract expiration, to the effect that, should
occurrences during the contract term give rise to claims made after expiration of the contract, such claims shall be covered by such claims-made policies.

2. **Comprehensive or business automobile liability insurance** with limits not less than $1,000,000 per each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned, and hired automobiles, as applicable.

3. **Workers' Compensation**, including Employers' Liability Insurance with limits not less than $1,000,000 each accident, occurrence or disease and $1,000,000 aggregate.
   
   a. The Workers' Compensation Insurance shall cover any compensation payable under the provisions of the act of legislature of the State of California, known as the "Workmen's Compensation Insurance and Safety Act" approved May 26, 1913, and all acts amendatory and supplemental thereto. If the Contractor fails to maintain such insurance, the District, at its sole option and without incurring any further obligation to provide insurance, may take out Workers' Compensation Insurance to cover any compensation payable under the provisions of the Act by reason of any employee of the Contractor being injured or killed, and to deduct and retain the amount of the premium for such insurance from any sums due the Contractor. If the injury occurs to any employee of the Contractor for which the employee, or its dependents in the event of its death, is entitled to compensation from the District under the provisions of said Act, or for which compensation is claimed from the District, the District may retain from the sums due the Contractor under these Contract Documents an amount sufficient to cover such compensation, as fixed by said Act, until such compensation is paid; and if the District is compelled to pay such compensation, it will deduct and retain from such sums the amount so paid.

   b. The Contractor shall sign and file with the District the following certification prior to performing the Work of the Contract:

      "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

B. **INSURANCE BY OTHERS:**

   For General Liability, Environmental Pollution Liability and Automobile Liability Insurance, the Contractor shall include as additional named insured's, the District, the Architect, the District's Consultants, and all authorized agents and representatives, and members, directors, officers, trustees, agents and employees of any of them.

C. **FORM OF POLICIES AND OTHER INSURANCE REQUIREMENTS:**

   1. Before commencement of the Work of this Contract, certificates of insurance shall be furnished to the District, with complete copies of policies to be furnished to the District promptly upon request.

   2. Approval of the insurance by the District shall not relieve or decrease the extent to which the Contractor or subcontractor of any tier may be held responsible for payment of any and all damages, except damage caused by
earthquake or flood, resulting from its operations. All policies of insurance and certificates shall be satisfactory to the District.

3. Liability insurance shall be on an occurrence basis; and said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.

4. Each such policy shall provide that no cancellation, non-renewal nor any reduction in its coverage shall occur without the carrier giving to the District at least thirty (30) days' written notice prior thereto. All notices shall be made to:

   Susan Rinne  
   Interim-Vice Chancellor of Finance  
   Peralta Community College District  
   333 East 8th Street  
   Oakland, CA  94606

5. The Contractor shall file with the District a certificate of the required new or renewed policy at least ten (10) days before the effective date of such cancellation, change or expiration, with a complete copy of new or renewed policy.

6. If, at any time during the life of this Contract, the Contractor fails to maintain any item of the required insurance in full force and effect, all Work of this Contract may, at District's sole option, be discontinued immediately, and all Contract payments due or that become due will be withheld, until notice is received by the District as provided hereinbefore that such insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the District.

7. Any failure to maintain any item of the required insurance may, at District's sole option, be sufficient cause for termination of this Contract.

E. Insurance companies shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All insurance companies shall have an "A-, VIII" in Bests Rating Guide and shall be satisfactory to the District.

D  CONTRACTOR ADDITIONAL INSURANCE REQUIREMENTS (For all projects)

A. Notice to the District: Further the policy will provide not less than thirty (30) days prior written notice to District's Program Administrator or its Designee of any material change in the insurance or cancellation or non-renewal.

B. Additional Insured: The District will be endorsed as "additional insured" on Contractor's and Subcontractors' policy or policies. Contractor and Subcontractors shall furnish Certificates of Insurance evidencing said coverage before commencing work on the Project.

C. Contractor Construction Equipment Insurance: Any policies maintained by the contractor and subcontractors on their owned and/or rented equipment and materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the Owner and all other indemnities named in the contract.
D. **Professional Liability Insurance (Errors & Omissions):** In the event any contract specifications requires your firm to provide professional services, such as but not limited to, architectural, engineering, construction management, surveying, design, etc., a certificate of insurance must be provided prior to commencing work evidencing such coverage with a limit of not less than $1,000,000. Any material change in limits, coverage's or loss of aggregate limit due to outstanding claims must be reported to the District within 30 days of any such event.

E. **Environmental and Asbestos Abatement Coverage's:** If this Agreement involves the removal of asbestos, the removal/replacement of underground tanks or the removal of toxic chemicals and substances, the Contractor will be required to provide adequate coverage's, with limits not less than $1,000,000 per claim basis, for such exposures subject to requirements and approval of the District.

F. **Hold Harmless clause:** Work done on the premises, or in connection with the prosecution of this contract by the Contractor, shall be at the Contractor’s risk and the Contractor shall assume any and all liability and shall hold harmless the District, their agents, servants or employees, from claims or demands, cost expenses, loss or damage due to bodily injury, sickness or disease, including death to employees of the Contractor or any other person, or damage of property including loss of use thereof suffered by employees of the Contractor or any other person; arising out of the performance of the contract, whether such are based upon negligence of the District or any other person, firm, corporation or organization for whom such contract is being performed, their agents, employees or otherwise.

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E. **PROOF OF CARRIAGE OF INSURANCE**

A. Before work is started, the Contractor shall forward to the Owner two copies of a Certificate of Insurance or Memorandum of Insurance, evidencing that all required Contractor Furnished Insurance is in force, executed by an authorized representative of the insurance company, and naming Owner as additional insured as outlined below.

B. Certificates and insurance for contractor furnished insurance policies shall include the following clause:

   "This policy shall not be cancelled or reduced in required limits of liability or amounts of insurance until notice have been mailed to the District. Date of cancellation or reduction may not be less than Thirty (30) days after date of mailing notice."

C. Certificates of insurance for contractor furnished insurance policies shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, and cancellation and reduction notice.

D. Certificates of insurance for contractor furnished insurance policies shall clearly state that the District is named as an additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District.

E. Contractor furnished policies will be written by an insurer of satisfactory character including a Best’s rating of not less than A- VIII and an admitted carrier in the State of California. If requested by the District, a certified copy of the actual policies with appropriate endorsement(s) and other documents shall be provided to the District.

F. In the event the contractor or any subcontractor fails to furnish and maintain required insurance or to furnish satisfactory evidence thereof, the Owner may procure and maintain such coverage's for all parties on behalf of the contractor. Contractor shall furnish all necessary information and pay the premium cost to
the District immediately upon presentation of a premium invoice.

G. Subcontractors. Should a contractor engage a subcontractor, the same conditions will apply to each subcontractor. Each subcontractor must be covered by insurance of the same character and in the same amounts as the Contractor, naming the Contractor and the Owner as additional insured’s. Copies of certificates of insurance for subcontractors must be filed with the District within thirty (30) working days after issuance of a Notice to Proceed and at least five (5) working days before the subcontractor begins work on the site. Failure to provide evidence of such insurance shall result in the subcontractor being excluded from the site until proper coverage is verified. The cost of any resulting delay will be borne by the contractor.

5. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS:** A purchase order number must appear on all invoices and notices, bills and payments. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:

**DISTRICT:**

Peralta Community College District  
333 East 8th Street  
Accounts Payable Department  
Oakland, CA  94606

**CONTRACTOR:**

and when so addressed, shall be deemed given upon receipt via United States Mail, postage prepaid, provided it is forwarded "certified", or "registered" with proof of receipt. In all other instances, notices, bills, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

6. **MERGER:** This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

7. **TRANSFER OF RIGHTS:** CONTRACTOR assigns to DISTRICT all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications now or later prepared by CONTRACTOR in connection with the project, if any. CONTRACTOR agrees to take such actions as are necessary to protect the rights assigned to DISTRICT in this Agreement, and to refrain from taking any action which would impair those rights. CONTRACTOR’S responsibilities under this contract include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as CONTRACTOR may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of DISTRICT.

8. **NONDISCRIMINATION:** CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition, disability, transgender status or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

9. **EXTRA (CHANGED) WORK:** Only the Chancellor or designee may authorize extra (and/or changed) work. The parties expressly recognize that DISTRICT and College personnel are without authorization to either order extra (and/or changed) work or waive contract requirements. Failure of the CONTRACTOR to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.
10. **CONFLICT OF INTEREST:** CONTRACTOR represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement. CONTRACTOR further represents that in the performance of this Agreement, no person having such interest will be employed.

11. **OWNERSHIP OF WORK PRODUCT:** DISTRICT shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, correspondence or other pertinent data and information gathered or computed by CONTRACTOR prior to termination of this Agreement by DISTRICT or upon completion of the work pursuant to this Agreement.

12. **CONTRACTOR’S WARRANTY:** DISTRICT has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of CONTRACTOR’S work by DISTRICT shall not operate as a waiver or release.

13. **TAXES:** CONTRACTOR agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case DISTRICT is audited for compliance regarding any applicable taxes, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes on those earnings.

14. **DUE PERFORMANCE:** Each party to this Agreement undertakes the obligation that the other’s expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

15. **NO THIRD-PARTY BENEFICIARIES:** There are no intended third-party beneficiaries of this Agreement.

16. **NO WAIVER OF BREACH:** The waiver by DISTRICT of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

End of Section
Peralta Community College District

Acknowledgement and Signature Form

RFQ No.: 13-14/13 Request for Legal Services

The undersigned having carefully examined the location of the proposed work, the local conditions of the place where the work is to be done, the Invitation, the General Conditions, the Specifications and all of the documents for this project, and accurately completed the Bidder's Questionnaire, proposes to enter into a contract with Peralta Community College District to perform the work listed in this RFQ, including all of its component parts, and to furnish any and all required labor, materials, equipment, insurance, bonding, taxes, transportation and services required for this project in strict conformity with the plans and specifications prepared, including any Addenda, within the time specified.

Addendum Acknowledgement

The following addendum(s) are acknowledged in this RFQ: __________________________

Acknowledgement and Signature:

1. No Qualification is valid unless signed in ink by the person authorized to make the proposal.
2. I have carefully read, understand and agree to the terms and conditions on all pages of this proposal. The undersigned agrees to furnish the services stipulated on this proposal.

Vendor Name: __________________________ Title: __________________________

Contact Person: __________________________________________________________

Address: ________________________________________________________________

Telephone: __________________________ Fax: ______________________________

Contractor License #: __________________________ Expiration Date: _______________

Federal Tax Identification Number: __________________________

Authorized Signature: __________________________ Date: _______________

Decline Qualification:

We do not wish to submit a Qualification on this Project. Please state your reason below. Please also indicate if you would like to remain on our vendor list.

Reason: __________________________________________________________________________

Company: __________________________ Address: __________________________

Name: __________________________ Signature __________________________ Date: ________