Peralta Community College District ("District") is seeking proposals from qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide support services to submit documents and required reports to the California Community College's Chancellor's Office (CCCCO) for the next three years. The successful proposal will represent the “best value” submitted to the District for the following support services (but not limited to): Final Project Proposals (FPPs) based on the District's IPPs performed by separate vendor, space utilization study and subsequent annual updates, and State Chancellor's Office coordination and support services for the next three years.

RFP Information

<table>
<thead>
<tr>
<th>RFP Description</th>
<th>CAPITAL CONSTRUCTION CONSULTING SERVICES DISTRICT WIDE</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Number</td>
<td>19-20/05</td>
</tr>
<tr>
<td>Proposal Issued</td>
<td>October 18, 2019</td>
</tr>
<tr>
<td>Department</td>
<td>Purchasing Department</td>
</tr>
<tr>
<td>Scheduled Publication Dates</td>
<td>October 18, 2019 &amp; October 25, 2019</td>
</tr>
<tr>
<td>Pre-Proposal Meeting</td>
<td>There is NO Pre-proposal meeting for this project</td>
</tr>
<tr>
<td>RFP Due Date</td>
<td>November 5, 2019 at 2:00 PM</td>
</tr>
<tr>
<td>Submittal Address</td>
<td>Peralta Community College District</td>
</tr>
<tr>
<td></td>
<td>Purchasing Department</td>
</tr>
<tr>
<td></td>
<td>Attn: John Hiebert</td>
</tr>
<tr>
<td></td>
<td>501 5th Avenue</td>
</tr>
<tr>
<td></td>
<td>Oakland, CA 94606</td>
</tr>
<tr>
<td>Submittal Copies</td>
<td>One (1) Original. One (1) Copy and a digital copy on USB flash drive</td>
</tr>
<tr>
<td>Submittal Envelope Requirements</td>
<td>RFP must be sealed and have the following information clearly marked and visible on the outside of the envelope:</td>
</tr>
<tr>
<td></td>
<td>• RFP Number</td>
</tr>
<tr>
<td></td>
<td>• Name of Your Company</td>
</tr>
<tr>
<td></td>
<td>• Address</td>
</tr>
<tr>
<td></td>
<td>• Phone Number</td>
</tr>
<tr>
<td>Late Submittals</td>
<td>Proposals received after the time and date stated above shall be returned unopened to the vendor.</td>
</tr>
</tbody>
</table>
How to Obtain RFP Documents
Copies of the RFP documents may be obtained at:

<table>
<thead>
<tr>
<th>Available</th>
<th>Location</th>
</tr>
</thead>
</table>
| Yes       | Peralta Community College District  
Purchasing Department  
501 5th Avenue  
Oakland, CA  94606  
Monday through Friday 9:00 AM to 4:00 PM  
P: (510) 466-7225 |
| Yes       | Website: www.peralta.edu  
Under “Quick Links”, click “Business Opportunities” to download the Proposal packet. |

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

<table>
<thead>
<tr>
<th>Primary Contact</th>
<th>John Hiebert, Buyer, <a href="mailto:jhiebert@peralta.edu">jhiebert@peralta.edu</a></th>
<th>Copy</th>
<th>Atheria Smith, Project Manager <a href="mailto:atheriasmith@peralta.edu">atheriasmith@peralta.edu</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Question / RFI</td>
<td>October 29, 2019 at 4:00 p.m.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Due Date</td>
<td>Please submit questions as soon as possible. No questions regarding the proposal 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>
<td></td>
</tr>
<tr>
<td>Response Date</td>
<td>October 31, 2019</td>
<td></td>
<td>All pertinent questions will be responded to via addendum faxed (or emailed) to all prospective bidders, and placed on 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 Proposal Documents” section for our web address. All addendums must be acknowledged on the RFP Acknowledgement and Signature Form.</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.
TABLE OF CONTENTS:

I. GENERAL INFORMATION
II. PROJECT OVERVIEW
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, If applicable</td>
</tr>
<tr>
<td>7. Non-Collision Affidavit</td>
<td>Yes</td>
</tr>
<tr>
<td>9. RFP Acknowledgement and Signature Form</td>
<td>Yes</td>
</tr>
<tr>
<td>10. Sample contract</td>
<td></td>
</tr>
</tbody>
</table>
REQUEST FOR PROPOSAL

I. GENERAL INFORMATION

Peralta Community College District (PCCD) is requesting proposals from professional consulting service firms relating to the submittal of documents and required reports to the California Community College’s Chancellor’s Office (CCCCO).

II. PROJECT OVERVIEW

Peralta Community College District comprises four College Campuses, two Satellite Campuses, and one District Administrative complex (DAC) located in the county of Alameda. Berkeley City College (BCC) is located in Downtown Berkeley. College of Alameda (CoA) is located on the island of Alameda, and has an off-site shared (with Merritt College) facility at 860 Atlantic Avenue in Alameda, as well as a satellite campus located near Oakland Airport: the CoA Aviation Maintenance Training Facility. Laney College and the DAC are located in the Lake Merritt District of Oakland, and Merritt College is located in the Oakland Hills. All capital projects for all locations are managed through the Department of General Services (DGS) at the District Office which is the primary point of contact for the design team during the contract period.

As required or as needed, DGS is looking to leverage the District’s local bond measures, the most recent of which was Measure G, approved in November 2018. The District currently has five state funded projects: Merritt CDC, Laney Library + Learning Resource Center, Laney Theater modernization, Merritt Horticulture building, and College of Alameda Auto/Diesel Technology Center. In order to continue the District’s success in competing and receive State Funding for Capital Projects, the District must submit required annual reports and updates for Space Inventory, Five-Year Capital Outlay Construction Plan, Initial Project Proposals (IPPs), and Final Project Proposals (FPPs).

The District also requires assistance with Fusion Implementation (report updates and training), State Scheduled Maintenance Planning, and District-wide Pre-program support. District-wide Pre-program support can be defined as facilitating the coordination between the timing of construction projects, reporting the impacts to educational and other programs Capital Project may have, and the deadline requirements of funding sources.

Services not included in this RFP are Annual Space Inventory Update, Five-Year Capital Outlay Construction Plan Update, State Scheduled Maintenance Planning, and Initial Project Proposals (IPPs).

III. SCOPE OF SERVICES

In this Request for Proposal (RFP) 19-20/05 for Capital Construction Support Services for Submittals & Planning Services to the State Chancellor’s Office, the Department of General Services (DGS) at the Peralta Community College District (PCCD) is seeking qualified professionals, individuals and or firms with expertise to provide support services to assist DGS with submitting documents and required reports as described and in compliance with the California Community Colleges Chancellor’s Office for the next three years. Support Services will include but not limited to the following:
**Final Project Proposals (FPPs):**
The District is seeking professional services to coordinate and prepare Final Project Proposals (FPPs) for submission to the State Chancellor’s Office from the District’s pre-approved Initial Project Proposal (IPP) for the appropriate fund year. The final application must clearly identify the project justification, final scope and estimated cost. The District is looking to submit a minimum of eight (8) FPPs to a maximum of twelve (12) for the next three years.

**Space Utilization:**
The District is seeking professional services to conduct a District-wide Space Utilization Study and subsequent annual updates that will provide an analysis of instructional room usage during the course of a semester for the next three years. Space Utilization examines the number of hours per week each room is scheduled for instructional use during a semester.

The purpose of the Space Utilization analysis is to understand efficiencies in room usage, compare hourly utilization to WSCH capacity and actual WSCH generation, and identify opportunities for increasing utilization efficiencies. The analysis is a tool for data-driven planning decisions. The District is looking to conduct a comprehensive Space Utilization Study in year one and report updates for years two and three.

As stated in Section II, the District currently has five state funded projects. Merritt CDC and Laney Library + Learning Resource Center are in progress. Pre-programing services will be need for Laney Theater modernization, Merritt Horticulture, and College of Alameda Auto/Diesel Technology Center prior to securing architectural/engineering services. In addition, the District has two other additional projects with a good probability of receiving State funds.

**State Chancellor’s Office Coordination and Support Services:**
The vendor selected will be responsible with the coordination of various submittals and responses to concerns and questions to and from the State Chancellor’s Office. The scope of work in this RFP includes coordination of submittal packages for State funded capital construction project to ensure timely delivery of documents and release of State funding for each phase of projects.

**Pre-programming Services:**
The District is seeking professional services for Pre-programming for the planning of future capital construction projects prior to architectural design development. Pre-programming provides each project with parameters for space allowances which are justifiable based on need. The pre-programming project space array will be used by the project architect to develop a detailed space program and drawings based on the parameters established. Pre-programming will establish a process for equity amongst space needs across all projects and ensure bond dollars spent maximizes projects delivered and to comply with deadlines set by the State Chancellor’s Office.

As stated in Section II, the District currently has five state funded projects. Merritt CDC and Laney Library + Learning Resource Center are in progress. Pre-programing services will be need for Laney Theater, Merritt Horticulture, and College of Alameda Auto/Diesel Technology Center prior to securing architectural/engineering services. In addition, the District has two other additional
projects with a good probability of receiving State funds. In your proposal include pre-programming services to the District for the next three years.

IV. SUBMISSION REQUIREMENTS

Please respond to the following 7 submission requirements in a straightforward, concise delineation of your capabilities proposed to satisfy the requirement of the RFP. PCCD will use your responses to objectively determine your capabilities and experience. Please label your responses 1 through 8, in the order presented below. Please limit your total response to 15 pages (excludes the required attachment forms provided with this RFP and the sample reports requested in Item #4 of this section). All submitted material must only be bound with one staple in the upper left corner. Please do not use binders or any other type of spiral binding. Submittals must fit into an 8 ½" X 11" folder.

1. **Company Information:** 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, and names and titles of key personnel and a brief history of your company. 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. **Knowledge and Experience:** Prepare a list of at least three (3) community college districts or California school districts where your company performed CONSULTING services and give the names, e-mail addresses and telephone numbers of those clients. Please include your firm's philosophy with regards to a description of CONSULTING services approach, and experience as it relates to basic services as outlined in the RFP, field investigations, developing recommendations, providing reports and assessments, working with multiple agencies, etc. A person authorized to bind the firm to all commitments made in the proposal shall sign this letter.

3. **Clients:** Provide names, addresses and contact information of three (3) current clients.

4. **Demonstrated Success in Securing State Funds:** The District is looking for an organization that can demonstrate an understanding of capital planning and funding services that can meet the needs of the District. Provide information regarding your organization's success working with the State Chancellor's Office and show how your organization's success with securing state funds for capital project with other community college districts.

5. **Relevant Experience:** Experience relevant to District needs for consulting services. A summary of Consultant's relevant *expertise and experience* in comprehensive consulting services, especially as it relates to community college sites and facilities. A Consultant must demonstrate a minimum of three (3) years of relevant experience and success. Describe the services offered. What differentiates your services from other providers? Provide a proposed work plan for assisting the District. This may include providing a proposal based upon the scope of services outlined within the proposal and any alternative scope of work that the consultant may recommend as appropriate based upon its experience and expertise.

A. Provide a minimum of five (5) completed Consulting projects that demonstrate similar work listed in the Scope of Services, at least two (2) modernization projects, and at least two (2) new constructions projects and (1) site acquisition. Projects listed must have been completed in the last seven (7) years. Consideration will be given to
projects, which include similar size, type, difficulty, DSA process, community college projects, etc. Provide project-specific information relating to CONSULTING services:

i) Describe project and responsibilities in detail.
ii) Indicate proposing firm’s prior experience working for District and for other educational entities.
iii) Demonstrate how the firm has a thorough knowledge of code requirements for public school buildings in California.
iv) In addition, the Consultant must also demonstrate familiarity with Code requirements relating to school site development activities, new construction buildings, modernizations, and the Division of the State Architect (DSA).

6. **Proposed Costs:** Billing rates for all personnel and/or categories of employees as well as any overhead or other special charges. If applicable, Consultant's response should provide estimates for certain standardized components of the consulting services process. Provide consultant's typical fee schedule as applicable as well as any sub-consultant fees or services that may be needed.

   A. Provide the proposed billing rate for each proposed discipline and employee.

   B. Provide any planned escalation rate, if applicable.

   C. All other services not included herein shall be negotiable as required.

   D. Complete the Proposal Cost Matrix for Scope of Services on the following page.

Consultants proposed fee should include and account for all direct labor costs, fringe benefits, insurance, overhead, profit, and all other expenses the consultant will incur in providing the services.

7. **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.
## PROPOSAL COST MATRIX FOR SCOPE OF SERVICES

<table>
<thead>
<tr>
<th>TASK</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>TOTAL FEE</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Final Project Proposals</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Four (4) per year</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Space Utilization</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Year 1 – DW Study</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 2 – Update</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 3 – Update</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. State Chancellor’s Office Coordination Services</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>4. Pre-programming Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$</strong></td>
<td></td>
</tr>
</tbody>
</table>

### V. EVALUATION CRITERIA

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, equipment/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 weights (Points) listed below.

(remainder of page intentionally left blank)
A. Evaluation Criteria

<table>
<thead>
<tr>
<th>Item</th>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>&lt;strong&gt;Company Background, Key Personnel and References&lt;/strong&gt; Vendor’s capacity to provide professional service as evidenced by past performance, resources, and from list of key personnel. (Item 1 and 3 of Submission Requirements section.)</td>
<td>10</td>
</tr>
<tr>
<td>2</td>
<td>&lt;strong&gt;Knowledge and Experience&lt;/strong&gt; Vendor’s knowledge and experience in providing Consulting Services as evidence from your response to item 2 of Submission Requirements section.</td>
<td>25</td>
</tr>
<tr>
<td>3</td>
<td>&lt;strong&gt;Consulting Approach And Work Plan&lt;/strong&gt; Vendor’s proposed service schedule, staff and assignments (Item #5 of Submission Requirements section)</td>
<td>20</td>
</tr>
<tr>
<td>4</td>
<td>&lt;strong&gt;Demonstrated success at securing state funds&lt;/strong&gt; Vendor’s past work as evidence of past Consulting services (Item #4 of Submission Requirements section)</td>
<td>15</td>
</tr>
<tr>
<td>5</td>
<td>&lt;strong&gt;Proposed Costs&lt;/strong&gt; As provided on the PCCD Proposal Cost Matrix for Scope of Services (Item #6 of Submission Requirements section.)</td>
<td>20</td>
</tr>
<tr>
<td>6</td>
<td>&lt;strong&gt;Environmentally Sustainable Procurement&lt;/strong&gt; Does your product or service meet the District’s Environmentally Sustainability initiatives? (Item #7 of Submission Requirements section.)</td>
<td>5</td>
</tr>
<tr>
<td>7</td>
<td>&lt;strong&gt;SLBE&lt;/strong&gt; Does your company meet the District’s definition of an SLBE or SELBE?</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td>100</td>
</tr>
</tbody>
</table>

B. Selection Procedure: A technical screening committee comprised of PCCD internal members will initially evaluate and score all submissions according to the scoring criteria above. Based on these evaluations and reviews, no more than the top three (3) scoring submissions will be invited for an interview. From the results of these interviews, the proposers will be evaluated and reviewed again according to the criteria stated above in this RFP. The highest scoring proposer from the second evaluation will be selected to perform the consulting service.

VI. ADDITIONAL REQUIREMENTS:

Cost of Participating in Selection Process
Cost for developing responses to this RFP, and participating in selection meetings are entirely the responsibility of the firm submitting the proposal. The District will not be paying for any cost incurred by the proposing firm.

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.
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.

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

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

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

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

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 RFP are deemed property of the District and public records upon submission to the District. The foregoing notwithstanding, the District may reject for non-responsiveness the RFP Response of a Respondent who indiscriminately notes that its RFP Response or portions thereof are “Trade Secret” “Confidential” or “Proprietary” and exempt from disclosure as a public record. The District is not liable or responsible for the disclosure of RFP Responses, or 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 RFP Response deemed exempt from disclosure hereunder, by submitting a response to the RFP, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys’ fees arising 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.

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.

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.

Award Consideration
Award of contract will be based on the information submitted as a result of this RFP. This Bid will be awarded in the best interest of the District. Following the selection of the apparent successful Contractor, the District will enter into negotiations regarding provisions of the Agreement. Insurance Indemnity requirements must be met. The District’s Independent Contractor Agreement will be fully executed as the Contract. If a satisfactory Contract cannot be negotiated, the District may, in its sole discretion, begin Contract negotiations with another Contractor and terminate negotiations with the originally selected Contractor. Because the
District may award without conducting negotiations, the Bid submitted shall contain the Bidder's most favorable terms and conditions. If the Contract is awarded, it will be to the most responsive and responsible Contractor whose Bid is deemed by the District and constitutes the “best value” to be the best Bid Proposal and whose Bid Proposal best meets the needs of the District. Written notification will be made to unsuccessful Contractors. In the performance of the terms of any agreement resulting from this Bid, Contractor agrees that he/she will not engage in, nor permit, such Subcontractors, where applicable, as he/she may employ, from engaging in discrimination in employment or persons because of race, color, religion, national origin or ancestry, age, sex, familial status, sexual orientation or disability of such persons. (See attached Certificate of Non-Discrimination Form).

Amendments
The Peralta Community College District may, at its sole discretion, issue amendments to this RFP 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 RFP 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 RFP 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.

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.

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 informalities, 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 RFP, may result in rejection for non-responsiveness. Failure of the vendor to meet or exceed any stated minimums in the RFP may also result in rejection for reasons of non-responsiveness.

Award and Length of Contract
The Board of Trustees shall not be bound to accept the lowest-quote fee. The Board will award a three-year contract. PCCD will have the option to issue two (2) one-year extensions not to exceed a total period of 5 years (at the costs quoted in this proposal).

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

|                                | Asian-American (Chinese, Japanese, Vietnamese) | Black or African-American | Filipino | Latino (other than Mexican or Mexican-American) | Mexican or Mexican-American | Native-American | Pacific Islander, other Asian | White | Disabled | Veteran | Women | Subcontractor | Employee | Apprentice |
|--------------------------------|-----------------------------------------------|---------------------------|----------|-----------------------------------------------|-----------------------------|------------------|--------------------------------|-------|----------|---------|-------|--------------|----------|
| Total #                        |                                               |                           |          |                                               |                             |                  |                                |       |          |         |       |              |          |
| % 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 (Please use the Zip+4®) Use separate sheet as necessary | 1.  
| 2.  
| 3.  
| 4.  
| 5.  
| 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. 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 www.peralta.edu; 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.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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>
</tr>
</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.

RFP Number: ___________________________________ RFP Name: ___________________________________

____________________________________________________ ______________________________
Signed                                                                 Date

Printed or typed name: _______________________________ Title: ______________________________
Peralta Community College District

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

RFP No.:19-20/05 Capital Construction Support Services for Submittals & Planning Services to the State Chancellor’s Office

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) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. Said policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".

   (b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than $1,000,000 combined single limit for each occurrence and $2,000,000 in the aggregate. Said insurance shall include, but not be limited to: premises and operations liability, independent contractor's liability, and personal injury liability.

   (c) Automobile liability insurance covering bodily injury and property damage in an amount no less than $1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

   (d) Each said comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

   (1) DISTRICT, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(3) The insurance provided herein is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.

(e) **Professional Liability** Not Applicable

(f) **Documentation:** The following documentation shall be submitted to the DISTRICT:

1. Properly executed Certificates of Insurance clearly evidencing all coverage's, limits, and endorsements required above. Said certificates shall be submitted prior to the execution of this Agreement.

2. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

3. Upon DISTRICT'S written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of DISTRICT'S request.

(g) **Policy Obligations:** CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(h) **Material Breach:** If CONTRACTOR, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of contract. DISTRICT, at its sole option, may terminate this Agreement and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONTRACTOR, County may deduct from sums due to CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

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 who notices, bills and payments are to be given by giving notice pursuant to this paragraph.

Attachment 8, Page 2 of 4
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
RFP Acknowledgement and Signature Form

RFP No.: 19-20/05 Capital Construction Support Services for Submittals & Planning Services to the State Chancellor’s Office

Addendum Acknowledgement

The following addendum(s) are acknowledged in this RFP: _______________________

Acknowledgement and Signature:

1. No Proposal 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: ______________________________

Federal Tax Identification Number: _____________________

Authorized Signature: __________________________ Date: ________________

Decline Proposal:

We do not wish to submit a Proposal 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: __________
CONTRACT TEMPLATE

PERALTA COMMUNITY COLLEGE DISTRICT
CONTRACT FOR PURCHASE OF SERVICES
INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the ____ day of ________________, 20__ by and between the Peralta Community College District, ("District") and ________________ ("Consultant"), (together, "Parties").

WHEREAS, Government Code section 4526, authorizes the District to contract with and employ any person(s) for the furnishing of architecture, landscape architecture, environmental, engineering, land surveying, and construction project management services on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, the District duly determined that it needs some or all of the services (collectively, "Services") to be provided pursuant to this Agreement; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the architectural services required by the District, and those services are needed on a limited basis.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall provide ______________ services as further described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services").

2. **Term.** Consultant shall commence providing services under this Agreement on ________________, 20__, and will diligently perform as required and complete performance by ________________, 20__, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **Submittal of Documents.** Consultant shall not commence the Services under this Agreement until Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

   - [X] Signed Agreement
   - [X] Workers' Compensation Certification
   - [X] Insurance Certificates and Endorsements
   - [X] W-9 Form
   - [ ] Other: __________________________________________________________

4. **Compensation.** District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _______________________________ Dollars ($_______). District shall pay Consultant according to the following terms and conditions:

   4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after Consultant submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:
4.1.1. ________________________________
4.1.2. ________________________________
4.1.3. ________________________________
4.1.4. ________________________________
4.1.5. ________________________________

4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in Exhibit “B.”

4.3. If hourly billing applies, the itemized invoice shall reflect the hours spent by Consultant in performing its Services pursuant to this Agreement.

4.4. If Consultant works at more than one site, Consultant shall invoice for each site separately.

4.4. District will withhold 2% of each billing until the Division of the State Architect certification is received for the entire project.

5. Expenses. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:

5.1. __________

6. Materials. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

6.1. __________

7. Independent Contractor. Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture 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 shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.


8.1. Standard of Care. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. Meetings. Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant’s performance of Services.

8.3. District Approval. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory
completion thereof.

8.4. **New Project Approval.** Consultant and District recognize that Consultant’s Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

10. **Ownership of Data.** Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Consultant prepared or caused to be prepared pursuant to this Agreement. Consultant retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Consultant prepares or causes to be prepared pursuant to this Agreement.

In the event the District changes or uses any fully or partially completed documents without Consultant’s knowledge or participation or both, the District agrees to release Consultant of responsibility for such changes, and shall hold Consultant harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Consultant is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without Consultant’s full involvement, the District shall remove all title blocks and other information that might identify Consultant.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant’s normal business hours, unless Consultant otherwise consents.

12. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District’s administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant’s right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
13. **Termination.**

13.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner.

13.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
   - 13.2.1. material violation of this Agreement by Consultant; or
   - 13.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District’s notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

14. **Indemnification.** To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the “Indemnified Parties”) from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant’s own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the Indemnified Parties charged to the Architect shall not exceed the proportionate percentage of Architect’s fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.

15. **Insurance.**

15.1. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

<table>
<thead>
<tr>
<th>Type of Coverage</th>
<th>Minimum Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Commercial General Liability Insurance</strong>, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments</td>
<td>$ 1,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$ 1,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$ 2,000,000</td>
</tr>
<tr>
<td></td>
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<td>-------------------------</td>
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<tr>
<td><strong>Automobile Liability Insurance - Any Auto</strong></td>
<td></td>
</tr>
<tr>
<td>Each Occurrence</td>
<td></td>
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<tr>
<td>General Aggregate</td>
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<tr>
<td>Professional Liability</td>
<td></td>
</tr>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory Limits</td>
</tr>
<tr>
<td>Employers’ Liability</td>
<td></td>
</tr>
</tbody>
</table>

15.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

15.1.2. **Workers’ Compensation and Employers’ Liability Insurance.** Workers’ Compensation Insurance and Employers’ Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers’ compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers’ Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

15.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to Consultant’s profession, coverage to continue through completion of construction plus two (2) years thereafter.

15.2. **Proof of Insurance.** Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

15.2.1. A clause stating: “This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice.”

15.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

15.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers’ Compensation Insurance, Professional Liability, and Employers’ Liability Insurance. An endorsement shall also state that Consultant’s insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

15.2.4. All policies except the Professional Liability, Workers’ Compensation, and Employers’ Liability Insurance Policies shall be written on an occurrence form.
15.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

16. **Assignment.** The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant.

17. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant’s receipt of a written termination notice from the District.

17.1. **LABOR CODE REQUIREMENTS:** Consultant shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the District.

17.1.1. **Registration:** If applicable, before a public works contract can be awarded, Consultant and its subcontractor(s) shall be registered with the Department of Industrial Relations in accordance with Labor Code section 1771.1. At least one week before commencing work, Consultant shall provide to the District the name and DIR registration number for Consultant and any applicable subcontractor.

17.1.2. **Certified Payroll Records:** Consultant and its subcontractor(s) shall keep accurate certified payroll records of workers and shall electronically submit certified payroll records directly to the Department of Industrial Relations weekly or within ten (10) days of any request by the District or the Department of Industrial Relations.

17.1.3. **Labor Compliance:** Consultant shall perform the Services of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

18. **Certificates/Permits/Licenses/Registration.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

19. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

20. **Anti-Discrimination.** Consultant herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Consultant and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

21. **Disabled Veteran Business Enterprises.** Pursuant to section 71028 of the Education Code and Public Contract Code section 10115, the District may have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the community college district for disabled veteran
business enterprises (“DVBE”). In accordance therewith, Consultant must submit, upon request by the District, appropriate documentation to the District identifying the steps Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.

22. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

23. **District’s Evaluation of Consultant and Consultant’s Employees and/or Subcontractors.** The District may evaluate Consultant in any way the District is entitled pursuant to applicable law. The District’s evaluation may include, without limitation:

23.1. Requesting that District employee(s) evaluate Consultant and Consultant’s employees and subcontractors and each of their performance.

23.2. Announced and unannounced observance of Consultant, Consultant’s employee(s), and/or subcontractor(s).

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

25. **Confidentiality.** Consultant and all Consultant’s agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

26. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission or electronic mail, addressed as follows:

**District:**
Peralta Community College District  
Department of General Services  
333 East 8th Street  
Oakland, CA 94606  
Fax: _________________________  
Email: _________________________

**Consultant:**
[NAME]  
__________________________, CA 9_______  
Fax: _________________________  
Email: _________________________  
ATTN: _________________________

Any notice personally given or sent by facsimile transmission or electronic mail shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail.

27. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the
Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

28. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District’s administrative offices are located.

29. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

30. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

31. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

32. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

33. **Attorney’s Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

34. **Tolling of District’s Claims.** Consultant agrees to toll all statutes of limitations for District’s assertion of claims against Consultant that arise out of, pertain to, or relate to contractors’ or subcontractors’ claims against District involving Consultant’s services under this Agreement, until the contractors’ or subcontractors’ claims are finally resolved.

35. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

36. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified.

37. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

38. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

39. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _________________________, 20___  Dated: _________________________, 20___

Peralta Community College District

By: ____________________________  By: ____________________________
Print Name: ______________________  Print Name: ______________________
Print Title: _______________________  Print Title: ______________________

Information regarding Consultant:

License No.: ______________________  ____________________________
Registration No.: __________________

Address: __________________________
_______________________________

Telephone: ________________________

Facsimile: _________________________

E-Mail: __________________________

Type of Business Entity:

____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: ___________
____ Limited Liability Company
____ Other: _______________________

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires Consultant to furnish the information requested in this section.
EXHIBIT “A”
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant’s entire Proposal is not made part of this Agreement.
WORKERS' COMPENSATION CERTIFICATION

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:

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

- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its 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 Services of this Agreement.

Date: __________________________________________________________________________

Name of Consultant: __________________________________________________________________________

Signature: __________________________________________________________________________

Print Name and Title: __________________________________________________________________________

(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 District prior to performing any Services under this Agreement.)