



**Request for Qualifications and Proposals (RFQ&P)**

**No. 365D**

**Legal Services**

**Proposal Due Date**

**Wednesday, October 17, 2018**

**At 12:00 PM**

**Procurement, Central Services and Risk Management**

**28000 Marguerite Parkway**

**Health Sciences – 3<sup>rd</sup> Floor**

**Mission Viejo, CA 92692**

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## Notice to Firms

### Request for Qualifications & Proposals (RFQ&P) No. 365D

**District:** SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
**Project:** RFQ&P 365D  
Legal Services  
South Orange County Community College District

**RFQ&P Deadline:** 12:00 PM, Wednesday, October 17, 2018

**Mailing Address & Place of RFQ&P Receipt:** South Orange County Community College District  
Health Sciences Building, 3<sup>rd</sup> Floor, Room HS-357  
Procurement, Central Services & Risk Management  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
Attn: Priya Jerome

NOTICE IS HEREBY GIVEN that the South Orange County Community College District, of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "DISTRICT," will receive up to, but not later than, the above-stated time, responses to the Request for Qualifications & Proposals for the above Services.

A complete Request for Qualifications & Proposals may be viewed at the Office of the Executive Director of Procurement, Central Services & Risk Management at the above address, telephone (949) 582-4680 or by email at [purchasing-dept@socccd.edu](mailto:purchasing-dept@socccd.edu). The documents are also available online at [www.socccd.edu](http://www.socccd.edu) at the Bids link.

SOC CCD reserves the right to reject any or all submittals or to waive any irregularities or informalities in any proposals.

No proposer may withdraw any proposal for a period of one hundred eighty (180) calendar days after the submission deadline.

Priya Jerome

Executive Director, Procurement, Central Services & Risk Management

PUBLISH: OC REGISTER  
9/18/2018 &  
9/25/2018

**RFQ&P No. 365D Legal Services**

**SCHEDULE**

Date of Issue / Document Available	September 18, 2018
Advertisement Dates	September 18, 2018 September 25, 2018
Publication	OC Register
Request for Information (RFI)	October 3, 2018 5:00 PM
Pre-Proposal Meeting	October 8, 2018 1:00-3:00 PM Chancellor's Conference Room
District Responds to RFI's	October 10, 2018 End of Day
<b>Due Date</b>	<b>October 17, 2018</b> <b>12:00PM</b>
Interview/Presentations (if needed)	October 26, 2018 Time TBD October 31, 2018 Time TBD (if needed) Chancellor's Conference Room
Contract Negotiations (if needed)	November 12 – November 15, 2018 Time & Room TBD
Anticipated Governing Board Approval	December 10, 2018

## **1. DISTRICT OVERVIEW**

The South Orange Community College District (referred hereafter interchangeably as SOCCCD or District) consists of two colleges and a developing campus: Saddleback College, Irvine Valley College and the Advanced Technology and Education Park (ATEP).

Saddleback College, located in Mission Viejo, celebrated its 40th anniversary on September 23, 2008. Saddleback College is approximately 175 acres and serves over 26,000 students each year.

Irvine Valley College, located in Irvine, was founded in 1979 as Saddleback College North Campus and established as Irvine Valley College July 1, 1985. Irvine Valley College is approximately 100 acres and serves over 15,000 students each year.

ATEP, the Advanced Technology Education Park, opened its doors to students in 2007.

SOCCCD is requesting proposals and qualifications from Legal Services firms who are experienced in providing a variety of services in areas including but not limited to, general business law, construction law and labor/employee law. The District plans to select one firm as its General Counsel and a pool of firms in various specialized areas of expertise to assist the District as needed.

## 2. INSTRUCTIONS, INFORMATION AND GENERAL CONDITIONS

### PURPOSE OF RFQ&P

South Orange County Community College District (SOCCCD) is seeking to appoint a General Counsel along with retaining a pool of qualified firms with various specialized areas of legal expertise to assist the district as needed. The District plans to select firms with specific experience with California Community Colleges. The entirety of this RFQ&P sets forth the District's requirements in detail. All responses should be submitted in accordance with the terms and conditions contained in the foregoing document.

### DEFINITION OF TERMS

- The designation of District refers to the South Orange County Community College District, a political subdivision of the State of California.
- The term "**Proposers**" refers to Firms that elect to submit proposals for Legal Services.
- The terms "**Contract**" and "**Agreement**" shall be used interchangeably within this document.
- The terms "**Firm**" and "**Consultant(s)**" shall be used interchangeably within this document.
- Throughout this document, the term "**District**" shall be used to designate the rights and responsibilities of the South Orange County Community College District.
- The term "**Proposer**" shall be used to designate the rights and responsibilities of the successful firm responding to this RFQ&P.

### PROPOSAL QUESTIONS

All questions regarding this RFQ&P should be sent, via e-mail to Priya Jerome at [purchasing-dept@socccd.edu](mailto:purchasing-dept@socccd.edu).

Questions will only be accepted until 10/3/2018 no later than 5:00 PM. The e-mail subject line should read: "Your company name/Questions regarding RFQ&P No. 365D." No direct responses will be sent to the company/firm asking the question. Questions will be answered in the form of an **addendum** and sent to all potential respondents on/about 5:00PM on 10/10/2018. All addendums to this RFQ&P will be posted on the District's web site.

### PROPOSAL SUBMISSION

It shall be the responsibility of the Proposer to ensure that Proposals are received in the following two ways: (1) via email submission **and** (2) hard copy plus USB or CD.

(1) **Email Submission**: Proposals are to be submitted, via e-mail, to the Purchasing Department no later than 12:00 PM on Wednesday, October 17, 2018.

Submit Proposal to: [purchasing-dept@socccd.edu](mailto:purchasing-dept@socccd.edu) The Proposal must be emailed to the address above as an attachment in Word or PDF format and not exceed file size of 10MB. Proposals with documents exceeding 10MB in size should be saved to a smaller file size or split up and sent as separate emails. Subject line of e-mail containing submitted proposal should include and read "name of your company/submittal for RFQ&P No. 365D ("Email 1 of XX" if more than one)."

(2) Hard Copy Submission:

Proposer must submit one (1) original and four (4) copies of the proposal, in a 3-ring binder, with tabs and one (1) USB Flash Drive or CD with the proposal saved on it. Emphasis should be on brevity and clarity of contents. Proposals should be in 12-point type and not exceed thirty-three (33) pages in length, excluding numerical analyses, Proposal Forms: A, B, C, D, E, F & G and all Appendices A through E. Proposals submitted in response are to be labeled Form A, B etc. and be in the following order:

- A. **Letter of Interest and Profile & Overview** - Provide a **cover letter** per the requirements of PROPOSAL FORM A (4-page limit).
- B. **Size, Scope and Resources** - Provide answers to the questions in PROPOSAL FORM B (4-page limit).
- C. **Related Experience and Methodology** PROPOSAL FORM C (15-page limit).
- D. **Fee and Rate Proposal** – PROPOSAL FORM D (2-page limit).
- E. **General Terms and Conditions**– PROPOSAL FORM E (2-page limit).
- F. **References** –PROPOSAL FORM F (5-page limit).
- G. **Addenda Acknowledgement** – PROPOSAL FORM G (1 page)
- H. **Appendices**
  - A. Non-Collusion Declaration – Must be notarized
  - B. Equal Opportunity Affirmative Action Statement (requires Corporate Seal)
  - C. Contractor’s Certificate Regarding Worker’s Compensation (requires Corporate Seal)
  - D. Sample Agreement/Contract (MOU) (For reference; especially if Proposer is recommending changes to the District Agreement and or is proposing different contract language).
  - E. Check List

Oral, telephone, facsimile (fax machine) proposals **will not** be accepted.



Hard copies should be packaged in a sealed envelope bearing the name of the Proposer and **RFQ&P No. 365D** clearly marked. All proposals must be received on or before the due date and time of **Wednesday, October 17, 2018 at 12:00 PM**. Any proposal received after the scheduled closing time for receipt of proposal will be returned to the proposer unopened or rejected. All sealed proposals must be delivered to:

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**Attention: Priya Jerome**  
**Executive Director of Procurement, Central Services & Risk Management**  
**28000 Marguerite Parkway, Third Floor**  
**Mission Viejo, CA 92692**  
*(The Health Sciences Building is located adjacent to Parking Lot 13)*

### **RIGHT TO REJECT**

This RFQ&P does not constitute a commitment by the District to award a contract. The District reserves the right to waive any informalities and to reject any or all proposals and/or to cancel the RFQ&P. The District expressly reserves the right to postpone the proposal opening date for its own convenience. The award shall be made on the proposal(s) that serve(s) the best interest of the District and will not be evaluated solely on a monetary basis; however, proposers are encouraged to submit their best prices in their proposals. Award will be based on proposer's qualification and best fit as deemed by the District. No contract award shall exist until executed and approved by the District's Governing Board.

### **MODIFICATIONS TO PROPOSALS**

The proposal may be modified after its submission by written notice to the District of withdrawal and resubmission before the date and time specified for receipt of proposals. Modification will not be considered if offered in any other manner. No modifications will be allowed after the RFQ&P due date and time has passed.

### **PROPRIETARY INFORMATION**

In the event any Proposer shall include in the Proposal any information deemed "proprietary" or "protected," such information shall be separately packaged from the balance of the proposal and clearly marked as to any proprietary claim. The District discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The District, as a public entity, cannot and does not warrant that proprietary information will not be disclosed due to the Provisions of the California Public Records Act. The District shall have the right to use any or all information included in the proposals submitted unless the information is expressly restricted by the Proposer.

## **ORDINANCES, LAWS AND REGULATIONS**

The Proposer shall comply with all ordinances, laws, and regulations pertaining to the operation contemplated hereby, including, but not limited to, the California Workers' Compensation Act, the Federal Equal Employment Opportunities Act, and the Americans with Disabilities Act. The Proposer shall apply for, obtain, and maintain in force all permits and licenses required by the various agencies of Federal, State, and local government having jurisdiction over the Proposer operations. All operations and materials shall be in accordance with all applicable Federal, State, County and City laws, statutes and requirements.

## **WITHDRAWAL OF PROPOSALS**

Any Proposer may withdraw their proposal by written RFQ&P via e-mail to [purchasing-dept@socccd.edu](mailto:purchasing-dept@socccd.edu) at any time **prior** to the deadline set for receipt of proposals. The subject line of the e-mail should include and read: "Your Company Name/Withdrawal of RFQ&P No. 365D." No proposal may be withdrawn or modified after that deadline. Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals provided that they are then fully in conformance with the general terms and conditions of the RFQ&P.

## **IRREVOCABLE OFFER**

Proposals shall be considered irrevocable offers for a period of ninety (90) days from the date of receipt and may not be withdrawn during this period without consent of the District.

## **COST OF PREPARING PROPOSALS**

Any and all costs associated with the preparation of responses to this RFQ&P, including site visits, oral presentations and any other costs shall be entirely the responsibility of the Proposer and shall not be reimbursable in any manner by the District.

## **COMPLETION OF PROPOSALS**

Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the District, the information contained therein was intended to erroneously and fallaciously mislead the District in the evaluation of the proposal.

## **EXAMINATION OF CONTRACT DOCUMENTS**

Proposers shall thoroughly examine the contents of this RFQ&P. The failure or omission of any Proposer to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve the firm from obligations with respect to this RFQ&P or to the contract to be awarded. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

If any ambiguity, conflict, discrepancy, omission or other errors in the RFQ&P is discovered, then the Proposer shall immediately notify the District of the error in writing and request modification or clarification of the document. All requests for clarifications shall be sent to the Director of Procurement, Central Services and Risk Management by email.

### **ERROR IN PROPOSAL**

Proposer shall be bound by the terms and conditions of the proposal. However, if material errors are found in a proposal, the District may notify the Proposer that the submitted proposal and requires correction of the errors. The District reserves the right to request additional information or clarification to allow corrections of errors or omissions.

### **INTERVIEWS**

The District intends to interview firms and has scheduled interviews on 10/26/2018 at the District offices. Oral presentations will be evaluated and may be subjected to the selection criteria. The District requires that the designated representatives identified in the proposals as being the ones who will be assigned to the District, be present and prepared to respond to District inquiries. The decision to hold interviews and the scope or any limitations thereof shall be at the discretion of the District.

### **AWARD WITHOUT DISCUSSION**

The District reserves the right to make an award without further discussion of the proposals received. Therefore, it is critical that, all proposals be submitted initially in the most favorable terms possible, both economically and technically.

### **CONTRACT COMMENCEMENT/TERM**

It is the intent of the District to commence the resulting contract as soon as possible. The initial performance period for this contract is anticipated to be from 1/1/2019 to 12/31/2021 with the option of two (2) one (1) year options to extend the term. Term shall not exceed five (5) years. After award, contract is subject to cancellation with 30-days written notice by either party.

### **INDEPENDENT CONTRACTOR STATUS**

It is expressly understood that the firm named in any contract entered into by the District is acting as an "independent contractor" and not as an agent or employee of the District.

### **SOCCCD MODIFICATIONS TO PROPOSALS**

Any interpretation, correction, or change of this RFQ&P will be made by written Addendum. Interpretations, corrections, or changes of this RFQ&P made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes. Any changes or corrections will be issued by SOCCCD. All Addenda issued to this RFQ&P will be posted to the District web site at [www.socccd.edu](http://www.socccd.edu) on the bids link. Addenda will also be e-mailed to all that are known to have received a copy of the RFQ&P. **Since failure to acknowledge any addendum(s) may be cause for rejection, Proposers must return the addendum-completed acknowledgment(s) prior to or with the proposal. (Proposal Form G)**

## **NEGOTIATION**

District reserves the right to negotiate the final pricing before award of business.

## **AWARD OF CONTRACT**

It is anticipated that an MOU with the intent to award a contract will be approved by the Board of Trustees at a regularly scheduled meeting on December 10, 2018. The award will be made to the responsible firm judged to offer the most advantages for the District. At the time of the formal award, the apparent successful firm must have agreed to contract terms representing the understandings between the parties as to terms and conditions which will govern the relationship of District and Proposer and the obligation of each party for performance of the Agreement.

## **FINAL CONTRACT**

The following documents are considered part of the final Agreement, in order of precedence:

- A. The final Agreement between SOCCCD and the Proposer;
- B. The Proposer's proposal in total, including all addenda and attachments;
- C. This RFQ&P as originally released, with Appendices and any addenda released prior to proposal opening.

All of the above documents are intended to cooperate and be complementary, so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment and transportation necessary for the proper delivery of all services called for in any contract which may arise as a result of this RFQ&P.

## **NON-COLLUSION DECLARATION**

Declarations are required to be completed by the Proposer declaring that the proposal is in all respects fair and without collusion or fraud. Please see Appendix A.

## **EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT**

Proposer must accept and sign the Equal Opportunity and Affirmative Action Statement set forth in Appendix B.

## **PROHIBITED INTEREST**

No official of the District who is authorized in such capacity and on behalf of the District to take part in negotiations or to make, accept or approve this contract, shall have direct or indirect financial interest in the award or any part thereof. Proposer shall receive no compensation hereunder should bidder aid, abet or knowingly participate in violation of this article or breach or violation of this article, the District shall have the right to terminate the contract either in part or in whole and any loss or damage sustained by the District in procuring the services on the open market which the Proposer agreed to perform, shall be borne and paid for by the Proposer.

### **QUALITY OF WORK**

The Proposer shall be responsible for the performance of all work as specified herein and shall guarantee that work will meet or exceed the specifications as set forth herein. If it is determined by the District that such services and/or materials do not meet requirements of the District, the Proposer shall be required to correct the same at their own expense.

### **QUALITY OF PERSONNEL ASSIGNED TO THE WORK**

The Proposer shall not employ on this account any unfit person or anyone not skilled in the work assigned to him/her and shall devote only its best qualified personnel to work under this contract. Should the District deem anyone employed under any contract which may arise as a result of this RFQ&P to be incompetent or unfit for his/her duties and so inform the Proposer, the Proposer shall immediately remove such person from this work and he/she shall not again, without prior written permission of the District, be assigned to work under this contract.

### **PROPOSER CONDUCT**

During the RFQ&P window (from release of this RFQ&P to final award), proposer is not permitted to contact any SOCCCD employees or members of the Governing Board unless at the request of SOCCCD's designated contact person (Priya Jerome, Executive Director of Procurement, Central Services & Risk Management) or to fulfill pre-existing contractual obligations. No gratuities of any kind will be accepted, including meals, gifts, or trips. Violation of these conditions may constitute immediate disqualification.

### 3. EVALUATION OF PROPOSALS

The proposals shall be primarily evaluated based upon qualifications of the firm and personnel, innovativeness, demonstrated knowledge and experience with California community colleges, and estimated fees.

#### Selection Process

All proposals will be examined for merit and ranked by a screening committee according to quality and responsiveness. The top proposals will be placed on a short list of finalists and may be called for interviews.

Team members giving the presentation shall consist of those who will actually direct, execute, and complete the project. The firm or firms selected as first choice will be notified and asked to negotiate final terms of the contract. Contracts will be forwarded to the Board of Trustees for approval and authorization to proceed.

#### Content and Order of RFQ&P Response

Firm's proposal should be concise and contain the following sections in order as shown. RFQ&P responses submitted in formats other than that prescribed below may, at the sole discretion of the District, be rejected. All sections identified below must be included for the RFQ&P response to be considered complete and must be divided into tabbed sections.

<b>Proposal Form</b>	<b>Section Title</b>	<b>Page Limit</b>	<b>Points</b>
A	Letter of Interest and Profile & Overview	4	15
B	Size, Scope and Resources	4	15
C	Related Experience and Methodology	15	25
D	Fee and Rate Proposal	2	25
E	General Terms & Conditions	2	5
F	References	5	5
	Interviews		10
	<b>Total</b>		<b>100</b>

#### 4. SCOPE OF SERVICES

- 1) Act as General Counsel to the District. General Counsel will provide advice and interpretation of the law as it applies to the District, such information may involve federal laws as well as State and local statutes, ordinances and codes.
  - a) Typical Duties (not exhaustive) for General Counsel:
    - i) Provide general legal advice.
    - ii) Provide advice on college business and administration.
    - iii) Provide advice on labor relations and personnel matters.
    - iv) Provide advice on consulting and training services.
    - v) Provide advice on real estate matters.
    - vi) Provide advice on student affairs.
    - vii) Provide advice on Board policies and procedures.
    - viii) Provide advice on the California Public Records Act.
    - ix) Provide interpretation of and advice on Education Code, Public Contract Code and Government Code as it pertains to business matters and public construction.
    - x) Provide advice on Campus Police and Public Safety issues.
    - xi) Represent the District in administrative, litigation and court proceedings.
    - xii) Maintain knowledge base of issues facing college and school districts and be prepared to offer legal opinions.
    - xiii) Contracts-as-needed or asked to prepare, review, consult, and approve.
    - xiv) Board of Trustees action items – review and approve legislative documents.
    - xv) Provide advice Board of Trustees and Elected official issues – liability.
    - xvi) Work with other assigned District counsel as needed.
    - xvii) Attend work sessions and regular Board meetings (open and closed sessions) and special Board meetings/workshops with Board and staff when requested.
    - xviii) Advise on Brown Act and Board agenda items.
    - xix) Report to and receive assignments from the Chancellor and/or delegate.
- 2) Act as District designated Counsel for specialized services such as Public Construction, Employment Law/Labor Relations, Student Affairs and Business & Financial Affairs.
  - a) Typical Duties (not exhaustive) for Employment Law/Labor Relations:
    - i) Provide legal review of collective bargaining issues.
    - ii) Provide mediation and fact-finding or other impasse situations.
    - iii) Assistance in regards to labor negotiations.
    - iv) PERB proceedings (representation and unit matters, unfair practices charges, etc.).
    - v) Assist in the arbitration of employee grievances.
    - vi) Hearings or litigation arising out of the Education Employment Relations Law.
    - vii) Termination, discipline, staffing issues and other related disputes.
    - viii) Review drafted Board policies, regulations and personnel procedures.
    - ix) Supplemental advice on Worker's compensation and personal injury issues.
    - x) Employee compensation and fringe benefit issues (i.e. STRS, PERS, COBRA, FICA).
    - xi) Wage and labor issues.

- xii) Discrimination and sexual harassment, including the Americans with Disabilities Act and the Older Workers' Benefits Act, Section 504, CFRA and FEHA.
  - xiii) Education Code.
  - xiv) Equal Employment Opportunity.
  - xv) California Title 5 and Federal Title IX.
  - xvi) Investigation of complaints and grievances.
  - xvii) Serve as District spokesperson for labor negotiations when designated.
- b) Typical Duties (not exhaustive) for Student Affairs:
- i) Provide advice on Student Services and Instructional issues.
  - ii) Provide advice on Student discipline and code of conduct.
  - iii) Federal Title IX.
  - iv) Provide advice on Federal programs (financial aid, VA, etc.).
  - v) First amendment/freedom of expression issues.
- c) Typical Duties (not exhaustive) for Business and Financial Affairs:
- i) Provide advice and assistance with Intergovernmental agreements, partnerships and Complex Contracts (drafting, reviewing, negotiating and related litigation).
  - ii) Provide advice related to Real property (acquisition, leasing and Education Code requirements).
  - iii) Provide advice related to Budget, Finance, Audits and auditors.
  - iv) Advice on Foundations and Auxiliary organizations.
  - v) Advice on Financial Aid (Bankruptcy, filings).
  - vi) Public finance, including reporting obligations and audit.
  - vii) Provide supplemental advice on Insurance contracts, claims and litigation.
  - viii) Provide interpretation and advice on contracts drafting, reviewing, negotiating and related litigation in accordance to Public Contracts Code, Education Code, Government Code requirements.
  - ix) Provide advice and guidance on Competitive bid requirements (Public Contracts Code, Title 5 and Title IX Education Code et al.).
  - x) Provide interpretation and advice on contracts drafting, reviewing, negotiating and related litigation in accordance to Smaller Classes, Safer Schools and Financial Accountability Act ("Proposition 39").
- d) Typical Duties (not exhaustive) for Public Construction:
- i) Provide interpretation and advice on Public works and construction related contracts drafting, reviewing, negotiating and related litigation in accordance to Public Contracts Code, Education Code, Government Code, Field Act requirements.
  - ii) Provide advice and guidance on Competitive bid requirements (Public Contracts Code, Government code, Field Act, Title 5 and Title 9 Education Code et al.).
  - iii) Provide interpretation and advice on contracts drafting, reviewing, negotiating and



- related litigation in accordance to Smaller Classes, Safer Schools and Financial Accountability Act (“Proposition 39”).
- iv) Provide advice on Labor compliance and reporting obligations.
  - v) Advice and direction on Public works and construction, including liability and claims:
    - (1) Construction claims and litigations
    - (2) Bid and contractor compliance
    - (3) Environmental compliance and CEQA
  - vi) Must have knowledge of Title 24 as it relates to the Department of the State Architect (DSA).
  - vii) Provide advice on Real estate acquisitions/disposals and leases, Eminent domain and easements.
  - viii) Legal advice on Public and private financing of facilities, including reporting obligations, audits, etc.
  - ix) Provide guidance and advice on ADA and barrier removal compliance.
  - x) Provide advice and guidance as required on various construction and construction management delivery methods, such as:
    - (1) CM, CM at Risk, CM Agency, Design-Build, Design-Bid-Build, etc.
  - xi) Advise the District’s Governing Board, Superintendent/President and designated Administrators on various legal and construction
- 3) Additional responsibilities as requested include but not limited to:
- a) Inform the Chancellor and/or designee of changes in the laws that would affect existing District Board Policy and/or require new District Board Policy.
  - b) Conduct workshops and seminars in areas of general concern, such as: Equal Employment Opportunity, Non-Discrimination, Sexual Harassment Prevention and Awareness, Conflict of Interest, etc.
  - c) Legal advice and representation of the District in litigation on any or all matters as directed by the District’s Chancellor, Vice Chancellor of Business Services, or the Board of Trustees. The legal services may include but are not limited to the topics referenced above.
  - d) Ability to provide training and workshops in a variety of areas.
  - e) Provide advice and consultation on all District matters by phone, office visits, District visits and correspondence.
  - f) Provide a general informational service on legal matters of interest.
  - g) Inform and assist the District in complying with new requirements of the law.

## 5. DESIRED QUALIFICATIONS

- a. Substantial knowledge and experience in the interpretation of state, federal and local laws and codes as they relate to California Community College Districts.
- b. Substantial experience in working with agencies and public boards with multi-million dollar annual budgets.
- c. Substantial Expertise and Experience in all aspects of contract law as it pertains to Public Contract Code, Government code, Field Act, Title 5 and Title IX Education Code, ADA et al.
- d. Must have verifiable successful experience preparing and successfully defending all documents and legal advice related to education facilities planning, construction and renovation in California.
- e. Construction law firm shall demonstrate a track record for preparing documents and legal advice that will limit the District's exposure to litigation and change orders, therefore minimizing the impact of change orders and effectively handling any potential post-construction litigation.
- f. Knowledge of labor relations, personnel, purchasing, codes and regulations of the State of California.
- g. Knowledge of the Education Code with specific experience in Article 41 (including student and professional issues).
- h. Knowledge of the Brown Act, Political Reform Act and Govt. Code 1090.
- i. Member of the California State Bar; the selected firm will be required to declare that it will represent the District to the exclusion of all other clients having potential conflicts with the interests of the District.

**PROPOSAL FORM A**  
**LETTER OF INTEREST AND PROFILE & OVERVIEW (4 PAGE LIMIT)**

**Letter of Interest and Approach**

The RFQ&P response should be introduced with a Letter of Interest that presents a statement of interest, firm’s approach, and philosophy for implementing these services, and a brief description of the consultant/firm including qualifications for providing the requested services.

1. General Overview of the Firm:
  - a. Describe the philosophy and areas in which the Proposing Firm excels especially as it relates to this RFQ&P.
  - b. Include references to reputation, judgement and efficiency of the firm in general.
  
2. Identify the area of Service the Proposer will be submitting the proposal for (Proposers have the option to submit their Proposal in all areas of specialization and or choose one or more areas, based on the expertise of the Firm):

- General Counsel
  
- Employment Law/Labor Relations
  
- Student Affairs
  
- Business and Financial Affairs
  
- Public Construction

**Cover letter to District in addition to the Proposer’s narrative must include all of the information noted below in a letter format.**

The individual who is authorized to bind Consultancy Services for the Development of a District and Colleges’ Legal Services Proposal (hence, “Proposer”) contractually must sign the cover letter, must indicate the signatory is so authorized, and must indicate the title or position of the signatory. **An unsigned cover letter shall cause the proposal to be rejected.** The cover letter must contain a statement from the Proposer that acknowledges that all documents submitted pursuant to this RFQ&P process will become a matter of public record. The letter must contain the following:

- The Proposer’s name, address, e-mail, telephone, and facsimile number.
- The Proposer’s Federal Employer Identification Number and Corporate Identification Number, if applicable.
- The name, title or position, and telephone number of the individual signing the cover letter and statement signatory is authorized to bind the firm.

- The name, title or position, and telephone number of the primary contact and/or account administrator, if different from the individual signing the cover letter.
- Provide all the named people who will actually perform the work when the Program begins.
- A statement to the effect that the proposal is a firm and irrevocable offer, good for one hundred eighty (180) days. **Please complete Proposal Form A through G and Appendices A through E as part of your RFQ&P response.**
- A statement expressing the Proposer's willingness to perform the services as described in this RFQ&P.
- A statement indicating that all forms, certificates and compliance requirements included in this RFQ&P are completed and duly submitted in the proposal response.
- A statement that there is no conflict of interest. Use Form E.
- A statement expressing the Proposer's availability of staff and other required resources for performing all services and providing all deliverables within the specified time frames as described in the RFQ&P.

**Proposer Firm Information**

- Type of Firm:  
Corporation: \_\_\_\_\_ Proprietorship: \_\_\_\_\_ Partnership: \_\_\_\_\_  
Joint Venture: \_\_\_\_\_ Other (please describe): \_\_\_\_\_
- Business License Number: \_\_\_\_\_
- Number of years in business under firm name: \_\_\_\_\_
- Has the firm changed its name within the past 3 years?  
YES  NO   
If yes, provide former name(s): \_\_\_\_\_  
\_\_\_\_\_
- Have there been any recent (within the last three years) changes in control/ownership of the firm?  
YES  NO   
If yes, explain. \_\_\_\_\_  
\_\_\_\_\_

- 
- Have officers or principals of the firm ever had their business license suspended or revoked for any reason?

YES       NO

If yes, please explain. \_\_\_\_\_

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**PROPOSAL FORM B**  
**SIZE, SCOPE, AND RESOURCES (4 PAGE LIMIT)**

Submit resumes for each team member including sub-consultants proposed to provide service to SOCCCD including specific qualifications and recent related experience providing similar services. **List the proposed staff's current and anticipated availability during the contract period.** Include the following data and any other relevant information for the District to evaluate:

1. Location of your firm's main office and, if applicable, all Southern California and Orange offices.
2. Size of the firm, including the total number of attorneys state-wide and the size of any Orange County office(s).
3. List by name the partners and/or attorneys and the paralegals in your firm that will be assigned to District matters. Include professional memberships, certifications, and licenses for key individuals assigned to the District.
4. Number of attorneys with experience under the category of service you are submitting this proposal under; General Counsel, Employment & Labor Relations, Student Affairs, Business and Financial Affairs, Public Construction on behalf of community college districts, broken down by partner and associate:
  - General Business Counsel:
  - Employment & Labor Relations:
  - Student Affairs:
  - Business and Financial Affairs:
  - Public Construction:
5. Describe the District's priority to your firm as compared to the time demands of other clients, including response time to questions and requests for on-site meetings.
6. Describe the level of attorney (e.g. senior or junior partner, senior associate, etc.) to be used on various aspects of District legal matters.

**PROPOSAL FORM C**  
**RELATED EXPERIENCE AND METHODOLOGY (15 PAGE LIMIT)**

1. Provide a summary of the firm's experience (under the category of service you are submitting this proposal under; General Counsel, Employment & Labor Relations, Student Affairs, Business and Financial Affairs, Public Construction) broken down by type of entity (e.g. community college, K-12, public sector entities, private sector clients).
2. Provide a summary of your firm's community college experience and the experience of the staff to be assigned to the District under; General Counsel, Employment & Labor Relations, Student Affairs, Business and Financial Affairs, Public Construction.
3. For each attorney, please state the number of jury and/or bench trials, mediations, and arbitrations (binding and non-binding) that s/he has had (under the category of service you are submitting this proposal under; General Counsel, Employment & Labor Relations, Student Affairs, Business and Financial Affairs, Public Construction) in the last ten years:
  - General Counsel:
  - Employment Law/Labor Relations:
  - Student Affairs:
  - Business and Financial Affairs:
  - Public Construction:
4. How many total cases has your firm handled in (under the category of service you are submitting this proposal under; General Counsel, Employment & Labor Relations, Student Affairs, Business and Financial Affairs, Public Construction) the past ten years?
  - General Counsel:
  - Employment Law/Labor Relations:
  - Student Affairs:
  - Business and Financial Affairs:
  - Public Construction:
5. State the number of public entity clients your firm currently represents in the various areas of public agency law, broken down by the following categories. Without providing the name of your public agency clients, identify them type of public agency (e.g., state, county, city, university, college, community college, school district, etc.):
  - General Counsel:
  - Employment Law/Labor Relations:

- Student Affairs:
  - Business and Financial Affairs:
  - Public Construction:
6. Describe how you determine to staff a case for your public entity clients.
  7. Explain the creative, problem solving and technical competency of the proposed team/staff to be dedicated to the District.
  8. What is the proposed team's approach to working collaboratively with the District?
  9. Does your firm provide monthly status reports on the matters you handle for public agency clients? If so, describe the type of information the status reports contain. Do you charge your public agency clients for preparing monthly status reports? If so, how much?
  10. For the attorneys that you will assign to work on District matters, approximately how many closed sessions have such attorneys attended in the last ten years?
  11. Does your firm provide preventive risk counseling? If so, describe the type of preventive risk counseling that your firm provides to public agency clients.
  12. What is your approach, process and methodology for cost control? Site examples if any of cost control initiatives implemented with public agency clients comparable to the District's size and scope.
  13. Does your firm provide training to public agency employees in the areas of labor, general business and construction law? If so, describe the type of training your firm has provided to other public agencies. Do you charge your public agency clients for training services, and if so, how much?
  14. Does your firm provide budgets for legal fees and costs for each matter you handle for public agency clients? If so, describe the type of budget information the report contains. Do you charge your public agency clients for preparing budget reports, and if so, how much?
  15. The law is a very complicated field. When you provide written responses, what is your approach to presenting something that a lay person can understand? How does your firm typically communicate with clients (e.g., verbal responses, email, or formal written legal opinion)?



16. The District would like to develop a relationship with one attorney. In your firm, are you able to coordinate internally so that you have another attorney who is prepared to provide us with the same level of support in your absence?
17. What experience do you have working with a Public Information Office and the press to get ahead of issues that may be publicized? How can you help the District manage public perception of legal issues?
18. Describe and provide evidence regarding your firm's malpractice insurance coverage, including amounts of coverage.
19. Is there now pending any legal action alleging malpractice or violations of law in connection with any partner of the firm or any attorney employed by the firm, or in connection with any matter for the type of services your firm would like to provide for the District? Have there been any settlements or judgments involving such actions within the last five years? Please describe each such settlement or judgment, including the nature of the action and the amount of recovery.
20. Are there pending legal or disciplinary matters involving such actions against the firm by any state or federal regulatory agency? Please describe. Please include information about any criminal indictments or convictions against the firm or its attorneys where the charges involved an offering of municipal securities anywhere in the United States. Also, include information about any material pending legal action or settlement or judgment involving a claim of fraud, whether civil or criminal.
21. Describe any existing or potential conflict of interest arising from your relationships with, or representations of, other parties that should be considered as a factor in determining your objectivity. Please provide sufficient facts, legal implications and possible effects in order for the District to appreciate the significance of each potential conflict.

**PROPOSAL FORM D**  
**FEE AND RATE PROPOSAL (2 PAGE LIMIT)**

Provide the following information regarding the various fees and hourly rates to be charged to the District. Hourly rates shall be charged in quarter-hour intervals or greater. Please indicate if these fees apply to the areas of specialization that the Proposal is being submitted for.

TYPE OF SERVICE: (General Counsel / Employment & Labor Relations/ Student Affairs/ Business and Financial Affairs/ Public Construction)					
	2019	2020	2021	2022	2023
Hourly Rate for Partner	\$	\$	\$	\$	\$
Hourly Rate for Attorney	\$	\$	\$	\$	\$
Hourly Rate for Associate	\$	\$	\$	\$	\$
Hourly Rate for Paralegal	\$	\$	\$	\$	\$
Hourly Rate for Telephone Consultation	\$	\$	\$	\$	\$
Hourly Rate for Court Litigation	\$	\$	\$	\$	\$
Hourly Rate for Administrative Proceedings	\$	\$	\$	\$	\$
Hourly Rate for Travel (Portal-to-Portal)	\$	\$	\$	\$	\$
Hourly Rate for Attendance at Board Meetings & Closed Sessions	\$	\$	\$	\$	\$
Cost for Fax Transmission/Receiving	\$	\$	\$	\$	\$
Cost for Printing/Duplication	\$	\$	\$	\$	\$

List any other types of services generating a cost to the District which are not included in the fees shown above, plus a formula or explanation as to how these additional costs will be determined and billed to the District.

Pricing should be submitted for years 1 through 5 of the proposed contract period. Fees for all 5 years shall be firm.

<b>PROPOSAL FORM E</b> <b>GENERAL TERMS AND CONDITIONS (2 PAGE LIMIT)</b>
--

**Offer Held Firm:** The Proposer agrees that it will not withdraw its offer for a period of *ninety (90)* calendar days from the opening date.

**Right to Reject:** The Proposer understands that the District reserves the right to reject any or all proposals and to waive any informality in the evaluation of proposals. The District intends to verbally negotiate with the Proposers to reach a final agreement.

**Bidder Certification:** The Proposer certifies that this bid is made without previous understanding, agreement or connection with any person, firm, or corporation making a bid on the same services, and is in all respects fair and "without collusion or fraud."

**Execution of a Contract:** If awarded a contract, the Proposer agrees to execute a contract in accordance with this Proposal and the District's Instructions for Submittal of Proposals, Information for Proposers, General Conditions, and Service Requirements immediately upon receipt of written notice of acceptance of the Proposal by the District.

**Assumption of Contract:** The Proposer agrees to assume operations under the contract after the Board approval of contract and within ten (10) calendar days following the District's notification to proceed.

**Exceptions to Specifications:** In submitting a proposal, the Proposer affirms acceptance of the complete Conditions Specifications and Requirements associated with the District's RFQ&P document, unless otherwise stipulated. Any variances or exceptions which the Proposer wishes to note with respect to any of the Conditions, Specifications, or any District Service Requirements are to be stated herein or in an attachment to the RFQ&P submittal which is to be titled "Exceptions."

**Conflicts of Interest:** All Proposers must disclose the name of any Board of Trustees member, officer, director, or agent who is an employee of the South Orange County Community College District, which includes any District employee. Further all Proposers must disclose the name of any District or District employee, or Board of Trustees member, who has, directly or indirectly, any financial interests in the Proposer's firm or any of its branches. Submit this information on an attachment to the proposal which is titled "Conflict of Interest" and include the person's name, interest or position, and percent of ownership, if applicable.

**Required Submittals:** The Proposer's detailed responses to the District's specifications and evaluation criteria must accompany this Proposal.

**District's Right to Award:** The signer hereby acknowledges that the District reserves the right to make the award to the Proposer which the District judges to have submitted the proposal most favorable to the District, with the District being the sole judge thereof.

**Legally Binding:** It is further certified that the person whose signature appears below is legally empowered to bind the company in whose name the proposal is entered.

**Litigation History:** List all related litigation in the last five (5) years filed by either an owner, owner's consultant, or contractor, against the firm.

SUBMITTED BY:

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

Contact Person: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
By: Signature (Manual)

\_\_\_\_\_  
By: Signature (Typed or Printed)

**PROPOSAL FORM F  
REFERENCES (5 PAGE LIMIT)**

Each Proposer must be able to present both current and past evidence of satisfactory experience in providing services requested. List all four-year higher education and community college districts that you or your firm has contracted with in the last five (5) years. Include the name of the institution or district, contact person, email address and phone number of individuals who can evaluate work that has been completed by the consultant(s)/firm/team member(s) in the past five (5) years. The District has prioritized collegiality and collaboration, and assessing how consultant(s) will function within that culture will be a critical evaluation component.

**REFERENCES**

Name of Entity: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Dates of Services: From: \_\_\_\_\_ To: \_\_\_\_\_

Types of Services Provided: \_\_\_\_\_

**PROPOSAL FORM G**  
**Addenda Acknowledgement**

**Addenda:** Changes or corrections to the proposal document will be issued via a numbered addendum format at the time of the pre-proposal conference or at least five (5) calendar days prior to submittal date. Record below the number(s) and date(s) of addenda received, if applicable.

Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____

**APPENDIX A**  
**Non-Collusion Declaration**

**NON-COLLUSION DECLARATION**  
**TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL**

State of California            )  
  ) ss.  
County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, Proposer, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or that of any other Proposer, 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 proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, Proposer, company association, organization, or to any member or agent thereof to effectuate a collusive or sham proposal.

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

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

\_\_\_\_\_  
Signature

**APPENDIX B**  
**Equal Opportunity Affirmative Action Statement**

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT**

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

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Name of individual, company or corporation

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

(Corporate Seal)

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

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

\_\_\_\_\_  
City State Zip Code



**APPENDIX C**  
**Firm's Certificate Regarding Worker's 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) By 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.

\_\_\_\_\_  
Name of individual, company or corporation

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

(Corporate Seal)

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

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

\_\_\_\_\_  
City State Zip Code

(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.)

**APPENDIX D**  
**Sample Agreement for Legal Services**

Proposer must submit all exceptions to the below agreement as part of the RFQ&P submission for District review.

Sample of Agreement for Legal Services

This contract made and entered into this 11<sup>th</sup> day of December, 2018 by and between South Orange County Community College District of Orange County, California, hereinafter called the "District" and \_\_\_\_\_, hereinafter called "Firm".

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by those present do covenant and agree with each other, as follows:

**Article 1. CONTRACT DOCUMENTS:** The complete contract consists of the following documents: The RFQ&P as included herein, the accepted proposal, the specifications of this Agreement, including all modifications thereof duly incorporated therein, and the Purchase Order, as applicable. Any and all obligations of the District and Firm are fully set forth and described therein or are reasonably inferable there from. All of the above documents are intended to cooperate and be complementary so that any work called for in one and not mentioned in the others or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete contract are sometimes hereinafter referred to as the Contract Document, or the Contract.

**Article 2. EMPLOYMENT OF FIRM TO PROVIDE LEGAL SERVICES:** The District, pursuant to section 84040 of the Education Code, hereby employs Firm to perform the necessary professional services, including but not limited to those hereinafter set forth in connection with the provision of legal services to the District.

**Article 3. SCOPE OF WORK:** The scope of work and the provisions for its performance shall be in accordance with the terms and conditions as specified in RFQ&P No. 365D, included herein as part of this Agreement.

**Article 4. CONTRACT PERIOD:** This Agreement shall be in effect for a period of three (3) fiscal years from December 11, 2018 to June 30, 2021 with the option of two (2) one (1) year options to extend the term. Term shall not exceed five (5) fiscal years

**Article 5. QUALITY OF WORK:** Firm shall be responsible for the performance of all work as specified in this Contract, and shall guarantee that work meets or exceeds the specifications as set forth herein.

**Article 6. PROPOSER'S EMPLOYEES:** Firm shall not employ on this account any unfit person or anyone not skilled in the work assigned to him/her and shall devote only its best qualified personnel to work under this Agreement. Should the District deem anyone employed on this account to be incompetent or unfit for his/her duties, and so inform Firm, Firm shall immediately remove such person from this work and he/she shall not again, without prior written permission of the District, be assigned to work under this Agreement.

**Article 7. EXTRA WORK AND SERVICES:** In the event that circumstances indicate that more detailed work is required in addition to that which would be sufficient under ordinary circumstances, the Firm shall at once notify the District in writing of the fact, together with a written estimate of the additional work and services required and the estimated cost thereof. In the event the District authorizes and approves the performance of such extra work and services, it shall so notify Firm in writing. NO claims of Firm for extra work or services shall be allowed or paid without such written consent and approval of the District first having been so obtained before such extra work and services are entered upon or undertaken.

**Article 8. SCHEDULE:** The District shall schedule and coordinate the performance of the work and Firm agrees to comply strictly with such scheduling and coordination.

**Article 9. FEES:** The District agrees to pay and Firm agrees to accept for performance of all services rendered herein, exclusive of extra work and services, fees as specified in accordance with the rates as proposed in Firm's response to RFQ&P No. 365D.

**Article 10. PAYMENT:** Payment terms shall be "Net 45" from the date of acceptance of work or services, or the date of receipt of the invoice, whichever is later. All invoices shall be sent to District's address and marked Attention: Accounts Payable. Progress invoices may be submitted for payment, subject to approval of the Vice Chancellor of Business Services.

**Article 11. TERMINATION:** The District hereby reserves the right to terminate this contract, with or without cause, at any time. In the event of such termination, Firm shall be paid the reasonable value of all services rendered up to the date of such termination as may be determined by the District, and Firm hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such termination. Notwithstanding any of the foregoing provisions, if, for any reason, the Board of Trustees fails to appropriate or allocate funds for further payment under this Contract, the District will not be obligated to pay remaining unpaid balances beyond those funds for items already received.

**Article 12. DEFAULT BY (*name of legal firm*):** The District shall hold Firm responsible for any damage which may be sustained because of the failure or neglect of Firm to comply with any term or condition listed herein, it being specifically provided and agreed that time shall be of the essence in this Agreement. If Firm fails or neglects to furnish or deliver any of the services listed herein at the prices named and at the time and place herein stated, or otherwise fails or neglects

to comply with the terms of the Agreement, the District may, upon written notice to Firm, cancel the Agreement in its entirety or cancel or rescind any or all items affected by such default.

**Article 13. WAIVER OF LIABILITY:** In accordance with the terms and conditions as specified in RFQ&P No. 365D, Firm shall hold harmless and indemnify the District and its trustees, officers, and employees from every claim or demand which may be made by reason of the work called for in this Agreement. Firm at its own expense and risk, shall defend any legal proceedings that may be brought against the District, or its Governing Board, its officers or employees, on any such claim or demand, and satisfy any judgment that may be rendered against any of them.

**Article 14. INSURANCE REQUIREMENTS:** Firm shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Firm and District from claims which may arise out of or result from Firm's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- a. The Firm shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).
- b. Commercial general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000) and automobile liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) for bodily injury and property damage liability, per occurrence, including coverage for the following:
  - i. Owned, non-owned and hired vehicles;
  - ii. Blanket contractual;
  - iii. Broad form property damage;
  - iv. Products/completed operations; and
  - v. Personal injury.
- c. Professional liability insurance (errors and omissions), including contractual liability and malpractice liability with limits of TWO MILLION DOLLARS (\$2,000,000), per claim. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

Each policy of insurance required in Paragraph b above shall name District and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of Firm hereunder, such policy is primary and any insurance carried by District is excess and

non-contributory with such primary insurance; shall state that written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Firm shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Firm shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Firm fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Firm, and in such event Firm shall reimburse District upon demand for the cost thereof. Firm must name District and its officers, agents, volunteers and employees as additional insured under said policy under separate endorsement.

- d. In the event that Firm subcontracts any portion of Firm's duties, Firm shall require any such sub-contractors to purchase and maintain insurance coverage for the types of insurance referenced in Article 14, paragraphs a, b and c above in amounts which are appropriate with respect to that sub-Firm's part of work which shall in no event be less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per occurrence.

In accordance with the terms and conditions as specified in RFQ&P No. 365D, Firm shall obtain, in such form and with such carriers acceptable to the District, and keep in force at its sole expense during the term of this Agreement and any extensions thereof, insurance adequate to protect Firm from claims under Workers' Compensation Acts, and from claims for damages for personal injury (including death), and damage to property which may arise as a consequence of this Agreement. The failure to furnish such evidence may be considered default by Firm. Firm and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of goods or services covered under this Contract. All operations and materials shall be in accordance with the law.

**Article 15. INDEPENDENT CONTRACTOR:** Firm is not an officer, employee, or agent of the District. While engaged in carrying out and complying with the terms and conditions of this contract, Firm is an independent contractor, and is not an officer, employee or agent of the District.

**Article 16. INSTRUCTIONS TO PROCEED:** Firm is not to proceed with performance of any services under this contract without first securing written authorization from the District to do so.

**Article 17. ACKNOWLEDGEMENT AND ACCEPTANCE:** IN WITNESS WHEREOF the District, by order of its Governing Board, has caused this instrument to be duly subscribed, and Firm has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

Name of Legal Firm

South Orange County Community College District

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

Kathleen F. Burke  
Chancellor

Federal Tax ID: \_\_\_\_\_

28000 Marguerite Parkway

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

Mission Viejo, CA 92692

City/State/Zip: \_\_\_\_\_

Telephone: 949 582-4840

Telephone: \_\_\_\_\_

Fax: 949-364-1731

Fax: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Are you a District employee?  Yes  No

Is a Credential or Special License required for  
this consultancy?  Yes  No

If yes, please specify and attach a copy of  
current License.

Signature: \_\_\_\_\_

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

**APPENDIX E**  
**Submission Checklist**  
 South Orange County Community College District  
 Legal Services

Item	Included in RFQ&P Response
Proposal Form A: Letter of Interest and Profile & Overview	
Proposal Form B: Size, Scope and Resources	
Proposal Form C: Related Experience and Methodology	
Proposal Form D: Fee and Rate Proposal	
Proposal Form E: General Terms and Conditions	
Proposal Form F: References	
Proposal Form G: Addenda Acknowledgement	
Appendix A: Non-Collusion Declaration	
Appendix B: Equal Opportunity Affirmative Action Statement	
Appendix C: Firm's Certificate Regarding Workers' Compensation	
Appendix D: Sample Agreement for Legal Services	Not necessary to include with proposal if no changes are being requested, but receipt acknowledge
Appendix E: Submission Checklist	